



# MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

## **Example: Additional Services Agreement Variation Template**

### **Introductory Note:**

The below template has been uploaded to serve as an example for how variations will be completed to add additional Services Agreements for the Multi-Service Outcome Agreements.

It is not intended for use for any other form of agreement e.g. Outcome Agreements.

The final Additional Services Agreements may differ slightly from the example based on the nature of the services being contracted.

If you have any queries related to the potential use of the example template please contact your Ministry Relationship Manager in the first instance.



# MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

**[Drafting Note: The below cover letter is only a placeholder. Delete if not required]**

11 June 2026

Supplier Contact Name  
Provider Legal Name (Per NZBN)  
Supplier Address  
Supplier Address  
Supplier Address

Tēnā koe **First Name**

## **Services Agreement** XXXXX

Name of the Service or Programme

Please find attached your Services Agreement for the period XX/XX/202X to XX/XX/202X for your consideration, referred to from here on as 'Agreement'.

Please review this Agreement and if it is satisfactory, electronically sign it in accordance with the rules of your organisation. If for some reason you are unable to sign electronically, please contact your relationship manager.

Please forward your invoice to **XXXX** and your Relationship Manager ensuring that:

- the invoice is completed, as per Inland Revenue guidelines, with the specified amount
- the invoice includes the relevant purchase order number
- if your agreement covers multiple sites, you must include each site as its own line in the invoice
- the description you put in your invoice must match exactly the service description on your purchase order or agreement where appropriate
- you do not include any client information in your invoices. This includes any personal information such as name, contact details or customer number. It also includes any financial details and other sensitive information that could lead to identifying a client.

This Agreement will not become legally binding until it is signed by both Parties.

The Ministry cannot and does not guarantee the on-going funding of services or otherwise make more funding available after the expiry of the attached Agreement.

If you have any questions or queries, please contact your Ministry of Social Development -Te Manatū Whakahiato Ora Relationship Manager, **Name** at **@msd.govt.nz**

**Nāku iti noa, nā**

**Name**

**Designation**

Ministry of Social Development - Te Manatū Whakahiato Ora

## Schedule 1 – Services Agreement No. 1



# MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

<b>Service Agreement Name</b>	Name of the Service or Programme
<b>Service Outcome Agreement Number</b>	XXXX
<b>Commencement Date</b>	XX/XX/202X
<b>Initial Term:</b>	XX Weeks, Months, Years
<b>Purchasing Agency Rights of Renewal:</b>	X right(s) to renew the agreement for a further term of XX Weeks, Months, Years
<b>Final Expiry Date (if all rights of renewal are exercised)</b>	XX/XX/202X

Please note these amounts exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Agreement.

## Services Agreement

### Parties

The Sovereign in right of New Zealand acting by and through the Chief Executive of Ministry of Social Development (**Purchasing Agency**)

Provider Legal Name (Per NZBN) (Registration Number: Company Registration Number) (**Provider**) **Select one option below and delete the remaining as they are no longer applicable – The address will transpose from the first page, this should be 'address for service' from the NZBN Website**

incorporated under the Charitable Trusts Act 2005 and having its registered office at Postal Address (**the Provider**).

incorporated under the Incorporated Societies Act 2022 and having its registered office at Postal Address (**the Provider**).

incorporated under the Companies Act 1993 and having its registered office at Postal Address (**the Provider**).

a charitable company, incorporated under the Companies Act 1993 and having its registered office at Postal Address (**the Provider**).

a Māori Trust Board established under the Māori Trust Boards Act 1955 and having its registered office at Postal Address (**the Provider**).

[Partner Name] of Employer-Registered-Address, [Title] and [Partner Name] of Employer-Registered-Address, [Title], both jointly carrying on business as partners under the firm name of Legal-Name, of [Location] (**the Provider**).

**Agreement:**

- 1 This Services Agreement is entered into by the parties pursuant to, and is governed by, the Multi-Service Outcome Agreement between the parties dated on [date].
- 2 The Purchasing Agency appoints the Provider to provide and deliver the Services and Outcomes set out in the Services Agreement Details in Schedule 1, which the Provider agrees to do, on the terms set out in:
  - 2.1 The Multi-Service Outcome Agreement;
  - 2.2 This Services Agreement including the Services Agreement Details in Schedule 1; and
  - 2.3 The Framework Terms and Conditions (4<sup>th</sup> edition): [Framework Terms and Conditions](#), as added to or modified in accordance with the Services Agreement.
- 3 Unless the context requires otherwise:
  - 3.1 All references in the Framework Terms and Conditions to 'Outcome Agreement' will be deemed references to the 'Services Agreement'; and
  - 3.2 Capitalised Terms used in this Services Agreement have the same meaning given to them in the Multi-Service Outcome Agreement and/or Framework Terms and Conditions (as applicable).

- 4 This Services Agreement from its commencement replaces the Outcome Agreement described in clause 4.3(b) (insert subclause #) of the Multi-Service Outcome Agreement.

**Signatures**

Ministry of Social Development - Te Manatū Whakahiato Ora

I have delegated authority from the Ministry to sign for and on behalf of the Ministry of Social Development as Purchasing Agency.

\_\_\_\_\_  
Signed by **BUDGET MANAGER holder's name** Date  
**Designation**

Provider Legal Name (Per NZBN)

I have authority to sign for Provider Legal Name (Per NZBN) and confirm this Agreement has not been altered from what was last provided by the Purchasing Agency.

\_\_\_\_\_  
Signed by **XXXXX** Date  
**Designation**

**Delete second signatory if not required**

I have authority to sign for Provider Legal Name (Per NZBN) and confirm this Agreement has not been altered from what was last provided by the Purchasing Agency.

\_\_\_\_\_  
Signed by **XXXXX** Date  
**Designation**

## Appendix 1 to Services Agreement – Services Agreement Details

Please see the Multi-Service Outcome Agreement and Framework Terms and Conditions for the rights and obligations corresponding to the items below:

**1. Services Agreement Commencement Date**

[insert]

**2. Date for final completion of the Services**

[insert]

**3. Services Agreement End Date**

The date that the Provider has completed the Services (during the initial term and any renewed term) and provided the final report and repaid any unspent funding pursuant to section 11 below and clauses 11.4(d), 12.1 and 12.2 of the Framework Terms and Conditions.

**4. Purchasing Agency Rights of Renewal**

[insert if required]

**5. Relationship Managers**

As per Multi-Service Outcome Agreement

**6. Contract Managers**

<b>For the Purchasing Agency</b>	
Name:	
Position:	
Phone Number:	
Email:	
<b>For the Provider</b>	
Name:	
Position:	
Phone Number:	
Email:	

**7. Social Sector Accreditation Standards**

The Provider must obtain Level  Accreditation (as a minimum):

[From the Services Agreement Commencement Date;]

**OR**

[Within  months of the Commencement Date of this Services Agreement.]

**8. Services, Outcomes and Performance Measures**

**Service Name and Description**

The purpose of this Name of the Service or Programme is to [insert a description of the Service and what it is intended to achieve]

**Target Group**

Target Group refers to can include benefit type, priority group, location, age, and any other relevant demographics

**Contracted Volume**

Insert volume measure e.g., target number of participants

**Performance Measures**

The expected outcomes and measures of the Service to be achieved are: [insert key performance measures covering]

- quantity,
- quality
- effect - is anyone better-off and how

The Provider will also deliver additional Economic Benefits to New Zealand as detailed below:

[insert performance measures, KPIs linked to Economic Benefit and agreed timeframes for achieving these]

**[Drafting Note (delete this green text):**The following section relating to Economic Benefit has been developed for inclusion in contracts for the procurement of goods, services and refurbishment works or any combination thereof (including conditional grants) where the whole of life cost meets or exceeds \$100,000, to reflect the 5th Edition update to the Government Procurement Rules. You may delete this section on Economic Benefit if the procurement is below this value threshold. Please contact the procurement or legal team if you have any questions.]

**Additional expectations and requirements to be met by the Provider in performing the Services:**

1. Aims of the Service
2. Outcomes of the Service
3. Target Group
4. Service Value, Volume and Capacity
5. Service Delivery
6. Information Capture and Reporting]

**9. Payment Amount Schedule**

<b>Payment Amount</b>			
<b>Service Description</b>	<b>Volumes and Funding Measures</b>	<b>Outcome Agreement Price</b>	
Enrolment Fee (remove if NA)	E.g., 100 Participants at \$X per person	\$ XXX,XXX.XX	
Programme Fee (remove if NA)	E.g., 100 participants at \$X per person	\$ XXX,XXX.XX	
Budgeting Session Fee (remove if NA)	E.g., 50 sessions at \$X per session	\$ XXX,XXX.XX	
<b>Total Contract Value</b>		<b>\$XXX.XXX.XX</b>	
<b>Payment Schedule</b>			
<b>Service</b>	<b>Payment Date or Milestone Required</b>	<b>Payment Conditions (if any)</b>	<b>Payment Amount (GST Exclusive.)</b>
<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>

**Important Note:**

- Please refer to clause 11 of the Multi-Service Funding Agreement and the Framework Terms and Conditions for invoicing and payment terms and conditions (payment by the Purchasing Agency is subject to those terms and conditions).
- All costs associated with the services are included in the funding paid by the Purchasing Agency and the Provider must not charge participants for any of the services provided under this Services Agreement.
- Any funding not used by the Provider for the purposes set out in this Agreement must be returned to the Purchasing Agency in accordance with clause 11.1 of the Multi-Service Outcome Agreement and clauses 11.4(d), 12.1 and 12.2 of the Framework Terms and Conditions (whichever is applicable) within two months of the expiry or end of this Services Agreement.

**10 Monitoring by the Purchasing Agency**

Monitoring Activity	Time and Frequency of Monitoring Activity
<p><i>Monitoring type</i></p> <p>Written reports, meetings between parties.</p> <p>Monitoring needs and frequency may depend on risk/size/value of Service</p>	<p>Quarterly or as agreed between the Parties.</p>

**11. Regular Reporting by the Provider**

Report name	Details to be included in report	Time and frequency of reporting
<p>Quarterly Report</p>	<p>The following details are required:</p> <p>[insert]</p> <p>(As per reporting template prescribed by or otherwise agreed with the Purchasing Agency.)</p>	<p>Within 10 working days of the end of each quarter (see schedule below)</p>
<p>Final Report</p>	<p>The following details are required:</p> <p>[insert]</p> <p>(As per reporting template prescribed by or otherwise agreed with the Purchasing Agency.)</p> <p>[Drafting note (delete this green text): If this Agreement requires the delivery of Economic Benefit (as above), consider what additional reporting regarding progress and achievements is required – consider what information MSD will need to report using GETS (and what reporting MSD requires from the Provider to support this)]</p>	<p>Within two months of the end of this Agreement.</p>

**Report due dates**

Due date	Start period report covers	End of period report covers
x	x	x
x	x	x

**Note:**

- Reports and information will be provided by the Provider to the Purchasing Agency within the required timeframes as set out in this Services Agreement.
- The Purchasing Agency will email electronic copies of the reporting templates to the Provider for the Provider to complete (if appropriate).
- The records to be kept and reports required to be submitted to email MSD-Email@msd.govt.nz are listed above.

**12. Regular Audits or Accreditation of the Provider**

Audit or Accreditation Review: Social Sector Accreditation Standards Level	Review Cycle Frequency (Risk dependent)
Required level x	x years (in accordance with Te Kāhui Kāhu accreditation requirements)

**Note:**

- Providers are required to maintain their accreditation level according to the Purchasing Agency's relevant Social Sector Accreditation Standards (SSAS) which is assessed by [Te Kahui Kahu](#).
- The Provider will work to obtain the appropriate level of accreditation within six months from the commencement date of this Services Agreement if the appropriate accreditation is not already held by the Provider. Failure to do so will result in a breach of the Services Agreement which may lead to this Services Agreement being terminated at the Purchasing Agency's discretion.

**13. NEW IP and Agreed Uses**

**[Delete table and write 'Not Applicable' if appropriate. Contact MSD Legal if you are not sure]**

Service	New IP	Agreed Uses
x	x	x
x	x	x

**[If it is proposed that New IP is to be owned by the Purchasing Agency, record that here (see clause 10.2 of the Framework Terms and Conditions)]. Seek assistance from MSD Legal if this is the case.**

## 14. Privacy and Information Sharing

*[Drafting note: Insert any agreements about the sharing of client personal information (as per Clause 8.2 Framework Terms and Conditions) and/or include a reference to any service specification where those information sharing agreements are set out. Seek assistance from MSD Legal and MSD Privacy teams if this is the case or you are unsure] Refer to clause 8 of the Framework Terms and Conditions]*

Information flow (description)	<b>[Insert description]</b> For example: Details of MSD clients seeking referral to a provider for their X service are collated/sent by x department at MSD to provider
Information to be shared and timing	<b>[Specify information elements and when information is shared/accessed]</b> For example: Name, address, phone number Reports provided monthly
Purpose(s) for sharing	<b>[State specific purposes for which information is being shared]</b> For example: To enable MSD clients to participate in X service and to enable provider to become aware of and contact those clients, and provide them with service X.
Justification(s) for sharing (i.e., legal authority for sharing)	<b>[State specific justification]</b> For example: Authorisation is obtained from MSD clients via a consent form (Information Privacy Principle 11(1)(c)).
How information is to be shared	<b>[Insert description]</b> For example: The details of MSD clients will be shared via [insert secure means of transfer].

**Note:** The parties' **Relationship Managers** will jointly review the above table at least once every two years or earlier if either party raises a concern in relation to this Services Agreement. See clause **x** of the Multi-Service Outcome Agreement.

*[The below sections are to be used if Māori data is to be shared. Delete if not relevant.]*

### Protection of Māori data interests

#### Māori Data Sovereignty

The parties will take into account the inherent rights and interests of Māori in relation to their data, including the collection, ownership, and application and in particular will:

**[Insert additional protocols if required.]**

### **Data Governance**

The parties will develop and implement a data governance framework that will specifically include:

[Insert additional governance measures if required, this could include measures to ensure accountability and transparency.]

### **Collaboration and Partnership**

If a party is to receive information under this Services Agreement, it will first consult with relevant communities, iwi, and hapū on how the information will be used, including [the analysis and conclusions drawn from the data, design of policy initiatives or future funding.]

## **15. Additions and or variations to the Framework Terms and Conditions**

***Drafting note: THIS SHOULD NOT BE USED WITHOUT CONSULTING MSD LEGAL***

*This Appendix should only be used if the Purchasing Agency and the Provider have both discussed and agreed that the addition or departure from the Framework Terms and Conditions is necessary to address a matter that is both novel and specific to the Provider or the Services and which (for clearly identified reasons) is not otherwise adequately or appropriately provided for under the Framework Terms and Conditions. Where applicable, include the consequences of breaching the new or amended terms (e.g., the parties will agree a Remedy Plan or some other consequence as applicable).*

The terms and conditions of the Multi-Service Outcome Agreement and Framework Terms and Conditions will apply to this Services Agreement subject to the following additions and variations for the purposes of this Services Agreement only. [To the extent of any conflict between these terms and the Multi-Service Outcome Agreement and/or Framework Terms and Conditions, these terms will apply, but only to this Services Agreement.]

***Delete or put N/A if not applicable***

## **Schedule 2 - Services Agreement No. 2**

[Add more Schedules if there are more than 3 initial Services Agreements, using the same form as for Schedule 1]

### **Schedule 3 - Services Agreement No. 3**

[Add more Schedules if there are more than 3 initial Services Agreements, using the same form as for Schedule 1]