

Contract

Between:

Osiris Consultants Ltd
Consultant: Brett Dale

Client: Lisa Jarrett
Organisation: Health New Zealand (Te Whatu Ora)

Contract details

Start date: 07 Feb 2024
End date: 30 Jun 2024
Duration: 5 months
Date agreed: 26 Jan 2024

Expert's rate per hour

Currency	Rate (excl GST)	Total
\$NZD	\$160.00	\$160.00

Project

Security Assurance Specialist

Hi Brett

Congrats on securing the role with Te Whatu Ora.

Taska360 is providing a payroll service to Osiris Consultants and Te Whatu Ora meaning that the restraint of trade clause WILL NOT apply to this engagement

This offer is subject to a clean Police Check and two references being completed to a suitable standard

Taska360 is providing public liability and professional indemnity insurance to you at no cost to you

Payment is made the 'month following', meaning for work completed and approved in February will be paid on the 26th of March, for work completed and approved in March will be paid on the 26th of April etc

Terms of Business

CONTRACT FOR THE PROVISION OF SERVICES

BETWEEN LPS Mesh Limited T/As Taska360 (the “Principal”)

AND the Contractor

WHEREBY it is agreed as follows:

1. The Principal has decided to engage the Contractor for the provision of certain services to it and its clients.
2. The Contractor has agreed to provide these services on the terms and conditions set out in this agreement.
3. This is a contract for a specific purpose. Neither the Contractor nor the Principal are entitled to rely upon the contract extending beyond the agreed term.

4. The Contractor will report to and receive his/her work instructions from the person notified to the Contractor by the Principal.

1 DEFINITIONS

- 1.1 "Bribe" means a financial payment or other form of reward or advantage, whether direct or indirect, that is intended to induce or influence, or has the effect of inducing or influencing, an individual, company or public body to perform their functions, including business and public duties, improperly.
- 1.2 "Client" means the client of the Principal identified in any Project Brief, and any related company of the Client.
- 1.3 "Commencement Date" means the date on which the Contractor commences performing Services in accordance with a Project Brief.
- 1.4 "Contractor" means the individual or individuals, company, partnership, business or organisation contracting with the Principal pursuant to this agreement. Where the Contractor is a limited liability company, reference to the "Contractor" herein shall be deemed to include principals of the Contractor company.
- 1.5 "Data Security Incident" means a data or system breach (including any misuse, interference or loss, or accidental or unauthorised access, use, modification or disclosure, or data or system breach) or other technology or information security incident occurs that has or could reasonably impact or involve Personal Information or any information systems or business operations of the Principal or a Client.
- 1.6 "Project Brief" means a document, including a Project Brief on the Site, outlining the Services to be provided to a Client on the terms and conditions (including the rate and term) as outlined in this agreement and in the Project Brief.
- 1.7 "Services" means those services described in the Project Brief.
- 1.8 "Site" means the Expert360 platform and associated websites, including Taska360.
- 1.9 "Tax" includes (a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called and whether New Zealand, foreign, state, municipal, provincial, county or local (including, without limitation, fringe benefits tax, payroll tax, group or Pay as You Earn tax, prescribed payments system tax and reportable payments system tax), excluding GST; and (b) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

2 TERM OF CONTRACT

- 2.1 This agreement is for the term set out in the Project Brief (the "Term").
- 2.2 The Contractor agrees to continue to make themselves available for the project as and when needed until the contract is complete.

3 CONTRACTUAL SERVICES

- 3.1 During the Term of this agreement the Contractor will provide and undertake the Services to the best of his/her or its ability and to a standard acceptable to the Principal.
- 3.2 The Contractor's service specifications may be varied from time to time by agreement between the Principal and the Contractor, such variation to be recorded in writing.
- 3.3 The Contractor will provide such further Services as are reasonably incidental to those specified in the Project Brief.
- 3.4 The Contractor shall, during the continuance of this agreement:
- 3.4.1 Act at all times to protect the interests of the Principal, its customers, employees and other contractors.
- 3.4.2 Carry out and comply with the reasonable and lawful directions of the Principal and shall at all times be courteous and co-operative to/with the Principal, its customers, employees and other contractors.
- 3.4.3 Not commit or omit any act which may jeopardise or otherwise adversely affect the earnings or reputation of the Principal, its customers, employees and other contractors.
- 3.4.4 Account to the Principal immediately for all monies received by the Contractor on the Principal's behalf.
- 3.4.5 At his/her or its own expense provide a professional vehicle(s) of a type sufficient to permit the Contractor to carry out his/her or its duties. The Contractor will maintain a current driver's license.
- 3.5 If the Contractor breaches any of these conditions, the Principal will be entitled to cancel the contract.

4 RELATIONSHIP AND INDEPENDENCE

- 4.1 The relationship between the Principal and the Contractor is and shall be for all purposes that of independent contractor and neither this agreement nor anything herein contained or implied shall constitute the relationship of employer and employee between the parties.

4.2 For the avoidance of doubt, the parties acknowledge and agree that this agreement shall not operate as or constitute an offer of employment either during its currency or at expiry for whatever reason.

4.3 The Contractor shall not, otherwise than in accordance with this agreement, purport to be an agent of the Principal for any purpose whatsoever or incur any debt or obligation in the name of the Principal whatsoever, nor carry out any other act or matter of thing which could lead to a claim being made against the Principal.

5 NO CLAIM BY CONTRACTOR

5.1 The Contractor confirms that he/she has no claim against the Principal for annual leave, sick leave, long service leave, public holidays or similar benefits and the Contractor's right to payment only arises in respect of the actual provision of Services in accordance with this agreement.

5.2 The Contractor agrees to indemnify the Principal in respect of all liabilities, costs (including legal costs on a solicitor/client basis), claims or demands arising out of or connected to the Contractor calling into question or challenging the Contractor's status as an independent contractor.

6 PAYMENT TO CONTRACTOR

6.1 Payment to the contractor will be made as per Schedule A and the Project Brief.

6.2 Payment is to be made to the Contractor via an invoice generated by the Principal based on the Contractor's approved timesheet hours. The Contractor will not issue a tax invoice for the Services.

6.3 The Contractor shall not demand, claim or accept any fee, gratuity, commission or benefit from any person, persons or other entity other than the Principal in payment for any matter or thing concerned with the Contractor's duties under this agreement except with the prior written consent of the Principal.

6.4 At the time termination of the contract, or notice thereof, all incentives (if any) cease.

6.5 In all situations the Contractor shall only be entitled to claim the agreed fee. The Contractor shall not be entitled to claim reimbursement from the Principal for any out of pocket expenses unless they have been incurred with the prior written approval of the Principal.

7 PROVISION OF TOOLS OF TRADE

7.1 The Contractor is responsible for providing their own mobile phone and computer unless supplied by the Client.

7.2 Any equipment supplied by the client directly to the Contractor will be the Contractor's responsibility for care and maintenance.

7.3 The Contractor agrees to take good care of any documents and/or equipment which may from time to time be within his/her custody or control during his/her time of engagement by the Principal.

7.4 On termination, or on notice of termination of this agreement, the Contractor will promptly return to the Principal all such documents in paper or electronic form and equipment, records, reports or other materials in any way relating directly or indirectly to the Principal's business, in his/her possession.

8 PREVIOUS DUTIES

8.1 The Contractor warrants that his/her service with the Principal will not breach any duty owed to any other person and, without limitation, any duties to keep any information, trade secrets or know-how secret, confidential.

9 TAXATION ETC.

9.1 The fees payable to the Contractor are inclusive of all Taxes, superannuation, accident compensation levy and any other relevant payments.

9.2 If required by applicable law, the Principal will be entitled to deduct from any amounts payable to the Contractor all Tax amounts required to be paid in respect of the Contractor and withhold and remit such amounts as required by applicable law.

9.3 The Contractor shall be liable for all Taxes assessed by any governmental or other authority in respect of the Contractor and his/her appointment (including, but without limited to generality of the foregoing, payment on account of income tax and accident compensation levies) and matters incidental thereto and must be GST registered if applicable, and hereby fully indemnifies the Principal in respect thereof.

9.4 The Contractor will comply with all statutory and regulatory requirements and direction of the Inland Revenue Department and the Principal, with regard to the completion of forms, filing of returns and payment of Goods and Services Tax.

10 INDEMNITY

10.1 The Contractor hereby indemnifies the Principal, its agents, employees and contractors from and against all or any costs, actions, proceedings, claims, demands and expenses (including legal costs on a client/solicitor basis) which it may incur or be subject to and against any loss or damage which it may sustain or incur arising

out of or as a consequence of a breach by the Contractor of any of the terms of this agreement or the negligent or wrongful acts or defaults of the Contractor. This obligation continues after the cessation of this agreement.

11 INSURANCE

11.1 The Contractor shall be responsible for insuring any personal equipment used in the performance of this agreement.

11.2 During the term and any extension of this agreement, the Principal will, unless otherwise notified to the Contractor, maintain public liability and professional indemnity insurance for the Contractor. Where the Contractor is notified that they are not covered by the Principal's insurances, the Contractor must, at the Contractor's own cost and expense, effect and keep on foot all insurances reasonably required for the provision of the Services including, but not limited to, public liability insurance and professional indemnity or errors and omissions insurance. The Contractor must provide proof of relevant insurance coverage when required by the Principal.

11.3 The Contractor will separately and immediately notify the Principal of any accident or other circumstance which requires notification to any external authority, including an external authority concerned with work health and safety, or which might reasonably result in an investigation by any external authority. Such notification will include full written particulars of the accident or circumstance, as reasonably required by the Principal.

12 HOURS OF AVAILABILITY

12.1 The Contractor is expected to be available for sufficient hours each week to undertake and complete the Services to the best of his/her or its ability and to a standard acceptable to the Principal.

13 PROTECTION OF BUSINESS

13.1 The Contractor acknowledges that during the operation of this agreement and for the period of twelve (12) months following the termination of this agreement for whatever reason, in the event that the Contractor becomes engaged or employed by a Client for whom the Contractor provided Services during the operation of this agreement, the Client may owe an introduction fee to the Principal.

13.2 The Contractor must immediately notify the Principal in writing of any engagement or employment entered into or contemplated which may give rise to the payment of an introduction fee by a Client in accordance with clause 13.1.

13.3 The Contractor agrees that during the operation of this agreement and for the period of six (6) months following the termination of this agreement for whatever reason, he/she shall not, either personally, or as an employee, consultant or agent for any other entity or employer, without the express written consent of the Principal:

13.3.1 solicit work from or carry out any work for any person or company who was a client or customer of the Principal during the Term and introduced to the Contractor in connection with the Services; or

13.3.2 solicit, procure, direct, or accept the custom of, in competition with the Principal, any person, firm or company who is or was a client of the Principal, or otherwise be instrumental to the diversion of business of any client from the Principal's business to any other business; or

13.3.3 solicit, endeavour to entice away from, or discourage from being employed by, the Principal, any employee, contractor or sub-contractor of the Principal.

14 INTELLECTUAL PROPERTY AND MORAL RIGHTS

14.1 The Contractor warrants that it will perform the Services in a manner that will not infringe upon the intellectual property rights of any other person, including the Principal (or its Client as the case may be), including any intellectual property rights subsisting in or relating to any works arising out of the provision of the Services (the "Works"), and that the Contractor will not do any act or thing which will, or is likely to, infringe upon such intellectual property rights.

14.2 The Contractor assigns to the Principal (or its Client as the case may be) all intellectual property rights subsisting in or relating to the Works.

14.3 The Contractor must promptly disclose to the Principal (or its Client as the case may be) all Works whether capable of attracting intellectual property rights or not.

14.4 The Contractor agrees to do all such things as may be requested by the Principal to confirm or protect the Principal's (or its Client's as the case may be) title in the intellectual property rights in or relating to the Works, including by:

14.4.1 signing a document confirming assignment to the Principal (or its Client as the case may be) of all existing and future intellectual property rights subsisting in or relating to the Works (whether during or after the cessation of this agreement) at the Principal's expense;

14.4.2 applying, executing any instrument and undertaking to do all things reasonably requested by the Principal to vest the registration of title or other similar protection to the Principal (or its Client as the case may be); and

14.4.3 without limiting clause 14.2, ensuring all intellectual property rights subsisting in or relating to the Works become the absolute property of the Principal (or its Client as the case may be).

14.5 The Contractor irrevocably consents to all or any acts or omissions by the Principal (or its Client as the case may be), or their officers, employees or licensees, which may otherwise infringe the Contractor's moral rights in any of the Works.

14.6 The Contractor agrees that the Contractor's obligations under this clause will survive the cessation of this agreement and will be enforceable at any time at law or in equity and will continue to the benefit of and be enforceable by the Principal.

15 SUBCONTRACTING

15.1 The Contractor shall not be entitled to assign or subcontract to any other party the performance of the scope of work of this agreement without the prior written consent of the Principal.

16 PRINCIPAL MAY OBTAIN SERVICES ELSEWHERE

16.1 The Contractor acknowledges the Principal may engage other independent contractors to carry out the same or similar Services.

16.2 The division and allocation of available work as between the Contractor and other independent contractors and/or employees engaged by the Principal shall be at the sole discretion of the Principal and may include but not be limited to a system where work is allocated on the basis of past performance.

17 HEALTH AND SAFETY

17.1 The Contractor shall maintain safe working conditions at all times and comply with the requirements of the Health and Safety at Work Act 2015 and any amendments thereto or regulations issued.

17.2 The Contractor further agrees to comply with any Health and Safety requirements as determined by The Principal and/or as required by any client.

18 POLICIES AND RULES

18.1 The Principal shall be entitled to implement or vary, as required, policies and rules in relation to its activities and the conduct expected of its Contractors. Policies and rules shall be observed in good faith by the Contractor.

19 PRIVACY

19.1 The Contractor agrees that the Contractor will not collect, use, store or disclose any personal and health information in any manner which would breach any applicable privacy and health laws and regulations including without limitation the Privacy Act 2020 and relevant policies of the Principal.

19.2 The Contractor consents to:

19.2.1 the Principal collecting, using and storing the personal and health information of the Contractor for any lawful purpose relating to the provision of the Services or the conduct of the Principal's business; and

19.2.2 the Principal disclosing the personal and health information of the Contractor to other persons for any lawful purpose relating to the provision of the Services and the conduct of the Principal's business. These persons include any client, bankers, insurers, financial and legal advisers, potential purchasers on sale of business, law enforcement bodies and regulatory authorities.

20 TERMINATION

20.1 This agreement will terminate automatically, without the provision of further notice, at the end of the Term specified in the Project Brief (and any extensions thereof) accepted by the Contractor. During the Term, a Project Brief may be suspended or this agreement terminated by the Principal at any time for any reason by providing the Contractor with at least 10 business days' notice, or with immediate effect where the Client elects to make a payment to the Contractor of the equivalent Rate for 10 days.

20.2 A Project Brief may be terminated at any time by the Contractor for any reason by providing the Principal with written notice of termination of at least 10 business days.

20.3 The Principal may terminate this agreement and/or any Project Brief with immediate effect if the Contractor:

20.3.1 Is in Serious or repetitive breach of the provisions of this agreement.

20.3.2 Is dishonest.

20.3.3 Divulges any confidential information relating in any way to the business or affairs of the Principal or copies or causes to be copied for his/her own use or for the use of some third party any such confidential information of the Principal.

20.3.4 Is convicted of a criminal offence.

20.3.5 Appoints or purports to appoint any sub-representative of the Contractor without the prior written consent of the Principal.

20.3.6 Assigns or purports to assign this agreement to any person without the prior written consent of the Principal.

20.3.7 Fails to perform any obligations under this agreement in a satisfactory manner.

20.3.8 In any way whatsoever brings the Principal into disrepute.

20.3.9 Fails to satisfy the Principal's standards or requirements in relation to any pre-employment checks including references, criminal background checks and credit checks, where they apply.

20.4 This agreement may be terminated by the Principal if any back to back contracts that this engagement is based upon are terminated.

20.5 The Contractor will be responsible for highlighting uncompleted jobs undertaken on behalf of the Principal.

21 DATA PROTECTION

21.1 In the event of a Data Security Incident, actual or suspected, in relation to the Principal or a Client, the Contractor must:

21.1.1 immediately (and, in any event within 24 hours) notify, and keep updated, the Principal or Client cyber security team (as will be nominated by the Principal) of all known details relating to the breach or incident, including what Personal Information or Client systems have been accessed or compromised, the nature of the breach or incident, whether the breach or incident has ceased or is on-going, the location and cause of the breach or incident and whether any data has been lost or corrupted, and whether the Contractor will or may not be able to remediate any material weakness of its information security controls in a timely manner;

21.1.2 take immediate preventative action to stop the breach or incident (including where relevant by preventing access) and mitigate the effect of the breach or incident;

21.1.3 promptly notify the Principal and the Client cyber security team what actions are being undertaken or will be undertaken to remedy and mitigate the breach or incident;

21.1.4 retain all data critical to identifying the nature, extent and cause of the breach or incident and preserve all logs that detail access to and interactions with relevant Personal Information or Client systems;

21.1.5 follow all reasonable directions from the Principal or a Client regarding the breach or incident; and

21.1.6 co-operate with the Principal or a Client in any investigation or audit in respect of the Data Security Incident.

21.2 For the avoidance of doubt, the Contractor's obligation to notify the Principal or a Client under this clause applies in respect of any data security incident that has been notified to other regulators in New Zealand or other jurisdictions.

21.3 The Contractor agrees that the Principal or a Client will be solely responsible for determining whether a Data Security Incident would be likely to result in serious harm to any individuals to whom any Personal Information which is the subject of the actual or suspected Data Security Incident relates. The Contractor must:

21.3.1 comply with the Principal's or a Client's reasonable directions to assist the Principal or a Client in making a determination under this paragraph; and

21.3.2 not disclose to any third party the existence or circumstances surrounding any Data Security Incident, without the prior written consent of the Principal or a Client.

22 ANTI-CORRUPTION AND ANTI-BRIBERY

22.1 The Contractor agrees that it must comply with all the applicable laws relating to anti-corruption and anti-bribery.

22.2 The Contractor may not at any time during the term of this agreement offer, promise, give, request, agree to receive, or accept any Bribes in the course of the provision of Services.

22.3 The Contractor agrees to comply with the anti-bribery policy and procedures of the Principal and a Client as may be amended from time to time.

22.4 The Contractor agrees to report any suspicious conduct that may amount to a Bribe being offered, promised, given, requested or accepted (either involving the Contractor or another employee or person acting for, or on behalf of, the Contractor, the Principal or a Client) immediately to the relevant individuals at the Principal in accordance with any applicable anti-bribery policy.

23 CONFIDENTIALITY

23.1 The Contractor shall not divulge any affairs of the Principal, its operation, its clients or its systems to any person nor copy or cause to be copied for its own use or the use of any third party any information pertaining to

the Principal, its operation, its clients or its systems at any time during or after the termination of this agreement.

24 DISPUTE RESOLUTION

24.1 Any dispute between the parties hereto as to the construction of this agreement or to the rights, duties, or liabilities of either party hereto, or any matter or thing connected with or arising out of this agreement shall be referred to an independent arbitrator agreed to by the parties provided that neither party shall withhold their consent unreasonably. The decision of the arbitrator shall be final.

25 ENTIRE AGREEMENT

25.1 This agreement, each Project Brief accepted by the Contractor and the terms and conditions of use for the Site, contain everything the parties have agreed on in relation to the matters it deals with. In the event of any inconsistency between this agreement and a Project Brief, the Project Brief shall prevail to the extent of any inconsistency. No party can rely on an earlier agreement, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this agreement was entered into, save as permitted by law.

26 JURISDICTION

26.1 This agreement is subject to the laws of New Zealand.

26.2 All reference to money in this agreement refers to New Zealand Dollars exclusive of GST.

SCHEDULE A – PAYMENT FOR SERVICES

The Principal will pay the Contractor for every approved hour (or day if applicable) of work. Contractors submit a timesheet/payment claim for Services as notified by Expert360, including any expense reimbursements agreed with the Client.

Expert360 has weekly cut-off dates on Fridays (dependent on when a project commenced) where we process Contractors' timesheets/payment claims for their last week's worth of work.

Timesheets/payment claims can be submitted anytime until midnight on the relevant cut-off date. Expert360 will send timesheets/payment claims via email to Clients for approval subject to the Contractor submitting a valid timesheet/payment claim including in accordance with the project's requirements and other requirements requested by the Client (expense receipts, PO numbers etc.).

Prior to the commencement of this Agreement, unless the Contractor provides the Principal with a proof of IRD exemption, the Contractor must ensure that they complete an IRD330C form. In the event that an IRD330C form is not completed, the Principal may be obliged to deduct withholding tax at the no-notification rate of 45% of the total invoice.

If the Client disputes the payment claim, the Contractor will liaise with the Client and based on such liaison, the Contractor can provide an amended payment claim to the Client via the Expert360 platform.

Payments are released to Contractors on or before the 26th of the following month, subject to the Client's approval of Contractor's timesheet/payment claims.

All rates are exclusive of GST.

Note: Only approved timesheets will be processed in a Contractor's Invoice - It is the Contractor's responsibility to ensure timesheets are submitted and approved.