



26 February 2026

Ref: OIA-2025/26-0391

Tēnā koe

Official Information Act request relating to Information relating to the Multi-Stakeholder Group and The Disinformation Project

Thank you for your Official Information Act 1982 (the Act) request, which was received by the Department of the Prime Minister and Cabinet (DPMC) on 10 December 2025. You requested:

"I request the following information related to the spending and organisational basis referenced in OIA-2023/24-0859: dpmc-roia-oia-2023-24-0859

1. Governance & Legal Structure

- a) *The legal form of the Multi-Stakeholder Group to Strengthen Resilience to Disinformation (e.g., incorporated body, advisory group, unincorporated collective, fiscal sponsorship arrangement).*
- b) *Any documents establishing its mandate, structure, purpose, or membership.*
- c) *The legal entity (if any) associated with The Disinformation Project and whether it operated as a supplier, subcontractor, or informal identity during the funded work.*

2. Contracts & Procurement

- a) *Copies of any contracts, supplier agreements, memoranda of understanding, or consultancy arrangements entered into for the work of the Multi-Stakeholder Group and/or The Disinformation Project.*
- b) *Procurement justification or tender documentation (if any) used to engage them.*

3. Financial Breakdown

For the expenditure total of \$91,609.91, please provide:

- a) *Itemised payments including amounts, dates, and recipients.*
 - b) *Purpose of each expenditure line (e.g., consultancy fee, meeting facilitation, report writing, administrative support).*
 - c) *Any invoices submitted by individuals or organisations.*
- Personal postal addresses or bank details may be redacted if required.*

4. Deliverables & Outputs

- a) *Copies of any reports, assessments, research, deliverables, or decision-support outputs generated using this funding.*

5. Conflicts & Transparency

- a) *Any conflict-of-interest declarations submitted by members.*
- b) *Any correspondence regarding structure, accountability, or funding transparency for the group."*

On 28 January, we notified you of our decision to extend the timeframes for deciding on your request by 20 working days to allow for consultation with the third parties.

On 11 February, you refined your request:

“in respect of Parts 2a, 3, and 5a of my original request, I am no longer seeking any information held by DPMC that includes the personal details of individuals.

For Parts 2a and 5a, I am seeking copies of the relevant contract documents and conflict-of-interest declaration templates or forms that were signed by members, but not the individual completed copies that would include names, signatures, or other identifying details.

For Part 3c, I am happy for invoices to be provided with personal details (such as names, contact details, and signatures) redacted.”

Following both the extension and your refinement, please find below our response to each of the five parts of your request.

For your awareness, there is further information about The Multi-Stakeholder Group to Strengthen Resilience to Disinformation (the Multi-Stakeholder Group) on DPMC’s website here: www.dPMC.govt.nz/our-programmes/national-security/strengthening-resilience-disinformation/multi-stakeholder-group-strengthen-resilience-disinformation.

The Disinformation Project

The Disinformation Project was a private, independent research organisation. As stated in our response to OIA-2023/24-0859, DPMC has not held any contractual agreements with The Disinformation Project since 2022. As this predated the formation of the Multi-Stakeholder Group, our responses to your request do not include, or in any way pertain to, The Disinformation Project. You may however be interested in this response to an earlier request under the Act, which includes a number of documents related to DPMC’s contracts with The Disinformation Project from 2022 and earlier:

www.dPMC.govt.nz/sites/default/files/2023-09/dPMC-roia-oia-2022-23-0410.pdf.

For completeness, we note that no formal or operational relationship existed between the Multi-Stakeholder Group and The Disinformation Project. The only link between these entities is that one member of the Multi-Stakeholder Group was also involved with The Disinformation Project in a separate capacity.

Part 1: Governance and Legal Structure

The Multi-Stakeholder Group was an advisory group to DPMC. It was convened in July 2023 to explore ways to strengthen all-of-society resilience to disinformation in New Zealand. Group members were appointed for their individual experience and expertise, not as representatives of any institution, organisation, group, or community.

Identified as relevant to the part of your request for “documents establishing its mandate, structure, purpose, or membership” is the Terms of Reference for the Multi-Stakeholder Group. This document is publicly available on DPMC’s website: www.dPMC.govt.nz/system/files/2023-11/multi-stakeholder-group-terms-of-reference.pdf. I have therefore refused this part of your request under section 18(d) of the Act.

Part 2: Contracts and Procurement

We have interpreted this part of your refined request to be seeking the contract documentation signed by the Multi-Stakeholder Group co-chairs, members, and secretariat (Brainbox Limited). For completeness, we note that DPMC also provided secretariat support to the Multi-Stakeholder Group.

We have decided to release copies of the generic contract documents for the co-chairs, members, and secretariat, subject to some information being withheld under one or more of the following sections of the Act, as applicable:

- 9(2)(a), to protect the privacy of individuals
- 9(2)(b)(ii), to protect the commercial position of the person who supplied the information, or who is the subject of the information
- 9(2)(g)(ii), to prevent improper pressure or harassment of individuals if this information were to be released into the public domain.

These contract documents include sections for declaring conflicts of interest and agreement to the code of conduct. For your awareness, the Code of Conduct is already publicly available here, as Annex B: www.dPMC.govt.nz/system/files/2023-11/multi-stakeholder-group-terms-of-reference.pdf.

Also identified as relevant to this part of your request is the Procurement Plan, which includes the Multi-Stakeholder Group as one of four workstreams. We have decided to release the relevant parts of this document to you, subject to some information being withheld under one or more of the following sections of the Act, as applicable:

- 9(2)(a), to protect the privacy of individuals
- 9(2)(g)(ii), to prevent improper pressure or harassment of individuals if this information were to be released into the public domain.

Part 3: Financial Breakdown

Between 27 November 2023 and 14 May 2024 (the dates of the earlier request for official information to which you refer), DPMC paid a total of \$91,909.91 (excluding GST) to support the work of the Multi-Stakeholder Group. This total is \$330.00 greater than the figure of \$91,609.91, which was released in our response to OIA-2023/24-085. The reason for this is that when preparing our response to your request, we found a calculation error.

Per your request for a breakdown, the total spend on secretariat support during the relevant period was \$43,969.63 (excluding GST). This support was provided by Brainbox Limited. As some of their invoices include billing that is not relevant to the period covered by your request, this information is marked 'out of scope. Their invoices also incorrectly show USD values when they are in fact for NZD values. The relevant parts of Brainbox's invoices are released to you, subject to some information being withheld under section 9(2)(b)(ii) of the Act to protect the commercial position of the person who supplied the information, or who is the subject of the information.

In addition, I have decided to release the relevant parts of the invoices received and paid by DPMC during the relevant period for co-chairs, members, as well as for the hire of a venue in Auckland. These documents are released to you, subject to the names of some DPMC officials being withheld under section 9(2)(g)(ii) of the Act. This to prevent improper pressure or harassment of individuals if this information were to be released into the public domain. Since you have advised that you are not seeking bank account numbers, names of

individuals, or any other personal details, these have been marked as out of scope on the release documents.

In making my decision, I have considered the public interest considerations in section 9(1) of the Act. No public interest has been identified that would be sufficient to outweigh the reasons for withholding that information.

Finally, in lieu of the invoices for DPMC staff travel, I have decided to provide you with the following breakdown of the spend for the relevant period, pursuant to section 16(1)(e) of the Act:

Purpose of expenditure	Amount (excluding GST)
DPMC Flights and booking fees	\$1,669.24
Accommodation	\$685.65
Taxi / Uber	\$243.67

Part 4: Deliverables and outputs

The Multi-Stakeholder Group's final output was a written report, "Strengthening civil society resilience to mis- and disinformation in Aotearoa New Zealand". The report is available on DPMC's website, where you can also find DPMC's response to each of the Multi-Stakeholder Group's recommendations: www.dpmc.govt.nz/our-programmes/national-security/strengthening-resilience-disinformation/multi-stakeholder-group-strengthen-resilience-disinformation. This part of your request is refused under section 18(d) of the Act.

Part 5: Conflicts and transparency

The co-chairs and members of the Multi-Stakeholder Group all completed conflict-of-interest declarations. The relevant documentation is covered by our response to Part 2 above. With respect to the remaining aspect of this part of your request, I refer you to the Terms of Reference for the Multi-Stakeholder Group, particularly the Code of Conduct, which you will find in Annex B: www.dpmc.govt.nz/system/files/2023-11/multi-stakeholder-group-terms-of-reference.pdf. Insofar as this part of your request concerns this document, it is refused under section 18(d) of the Act – the information is publicly available.

You have the right to ask the Ombudsman to investigate and review my decision under section 28(3) of the Act.

This response will be published on the Department of the Prime Minister and Cabinet's website during our regular publication cycle. Typically, information is released monthly, or as otherwise determined. Your personal information including name and contact details will be removed for publication.

Nāku noa, nā



Jeremy Clarke-Watson
Deputy Chief Executive
National Security and Resilience



23 June 2023

Out of Scope

Tēnā koe Out of Scope

I am pleased to invite you to be Co-Chair of the Multi-Stakeholder Group (MSG) we are convening to develop a proposal to strengthen resilience to disinformation.

The MSG will explore what practices and structures for understanding and responding to disinformation are effective and acceptable in Aotearoa which could form the basis of an enduring and effective civil society-led effort to strengthen New Zealand's resilience to disinformation. This includes providing advice on the merits of establishing a non-government entity or equivalent leadership function.

Your appointment as Co-Chair of the MSG reflects your deep experience and expertise in this field and your commitment to a safe and inclusive information environment. As Co-Chair, you have a key role in leading the work of the MSG, facilitating inclusive discussion to seek endorsement from the members on the proposals/recommendations made, and managing disagreements and differences of view in a constructive and respectful manner.

Another Co-Chair and Members are being appointed who have experience and expertise in the field and have demonstrated a desire to work collaboratively to achieve collectively agreed outcomes. Attached is a copy of the contract for services for your engagement. Please let me know any comments on this.

Your appointment to the MSG is for a term from June 2023 until February 2024 (as set out in the contract).

The fees and allowances relating to this appointment are based on the Cabinet Fees Framework as established by Te Kawa Mataaho Public Service Commission.

In signing the contract, please ensure you complete the DPMC Confidentiality and Conflicts of Interest declaration attached to the contract, including identifying any conflicts of interest, where appropriate. For further information or to discuss this letter, please contact s 9(2)(g)(ii), Strategic Coordinator, at s 9(2)(g)(ii) [@dpmc.govt.nz](mailto: @dpmc.govt.nz)

I look forward to your work to strengthen resilience to disinformation.

Nāku noa nā

A handwritten signature in blue ink, appearing to read 'Tony Lynch'.

Tony Lynch
Deputy Chief Executive
National Security Group

Forms attached

Contract

Supplier Registration Form

Code of Conduct Form

Conflict of Interest Form

Released under the Official Information Act 1982



Contract for Services

Contract Details

Contract for Service relating to Support the Multi-Stakeholder Group

The Parties

The Buyer:

Department of the Prime Minister and Cabinet
NZBN 9429041904923
Defence House, 34 Bowen Street, 6021 Wellington

and

The Supplier:

Out of Scope

The Contract

Agreement

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

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** [Standard Terms and Conditions GMC Form 1 SERVICES](#) | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2

- 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 Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:

(signature)

Name: Tony Lynch

Position: Deputy Chief Executive, National Security Group

Date: Select date

(signature)

Name:

Position:

Date

Out of Scope

Schedule 1 Description of Services

Contract Management and Personnel

Start Date	28/06/2023	Reference Schedule 2 clause 1
End Date	28/02/2024	Reference Schedule 2 clause 1
Renewal	Not Applicable	Reference Schedule 2 clause 1

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:	§ 9(2)(g)(ii)	Out of Scope
Title / position:	Senior Advisor	
Address:	Defence House 20 Bowen Street 6021 Wellington	
Phone:	+64 § 9(2)(a)	
Email:	disinformationresilience@dpmc.govt.nz	

Addresses for Notices

Reference Schedule 2 clause 15

Out of Scope

	Buyer's address	Supplier's address
For the attention of:	s 9(2)(g)(ii)	Out of Scope
Email:	s 9(2)(g)(ii) @dpmc.govt.nz Cc: disinformationresilience@dpmc.govt.nz	
Delivery address:	Defence House 20 Bowen Street 6021 Wellington	
Postal address:	Defence House 20 Bowen Street 6021 Wellington	

Supplier's Approved Personnel

Reference Schedule 2 clause 2.4

	Approved Personnel
Name:	Out of Scope
Position:	
Specialisation:	

Description of Services

Context

The government is taking a practical approach to disinformation that balances a range of considerations. This includes promoting civil society leadership through a Multi-Stakeholder Group (MSG). The MSG is tasked with developing a proposal to strengthen Aotearoa New Zealand's resilience to disinformation¹ over the longer term. The work of the MSG is intended as a practical, foundational step to improve awareness and understanding of the problem and to propose a blueprint for an enduring response. The MSG will comprise members with relevant expertise, including from civil society, academia, media, the legal community, and Te Ao Māori.

The task for the MSG is to provide advice and recommendations on what practices and structures, if any for understanding and responding to disinformation would be effective and acceptable in Aotearoa New Zealand. Transparency, lawfulness, and human rights protections will be important tests for its proposal, which will be subject to public scrutiny.

The Guiding Questions for the MSG include (but are not limited to):

- ¹ - Disinformation is false or modified information knowingly and deliberately shared to cause harm or achieve a broader aim.
- Misinformation is information that is false or misleading, though not created or shared with the direct intention of causing harm.

- a) Should activities be undertaken to better understand disinformation in New Zealand?
- b) Should activities be undertaken to respond to disinformation in New Zealand?
- c) If activities to understand and respond to disinformation should occur, what should be the nature of these activities?
- d) If such activities should occur, are current efforts fit for purpose, such that the need is already met?
- e) Conversely, if current efforts are not fit for purpose, what else is needed to enable best practice in New Zealand? For example: funding or other support; the establishment of new institutional arrangements (structures, networks, a new non-government entity or entities); greater clarity around roles and responsibilities etc.
- f) What design features and constraints are needed for any entity or entities performing these activities? What relationships with government and other stakeholder groups are needed? How can transparency, legitimacy, and human rights protections be maintained? How can public trust and confidence be strengthened?
- g) Is there a case for establishment of a non-government entity or equivalent leadership function that can form the basis of an enduring and effective civil society-led effort to strengthen New Zealand's resilience to disinformation?
- h) What does a high-level road map for implementation of the proposal look like? What is needed in terms of the resourcing required to fund the proposal and what are potential sources of funding?

The final output of the MSG will be a written report containing the recommendations/proposal. It will be a decision for a future government as to what action it takes in response to the Recommendation Report/ Proposal.

The MSG will be composed of up to ten members. There will be two co-chairs to lead the MSG.

DPMC will provide Secretariat support to the MSG, including administrative support (organising meetings, travel to meetings etc) and will work with the co-chairs to ensure the members have the relevant information and reading material to support meetings.

Description of Services

The Supplier will provide specialist expertise to lead and drive the work of the MSG, including intersessional work to deliver a Recommendation Report/ Proposal on behalf of the MSG;

The Services include:

- The Supplier will co-chair the MSG, this includes:
 - Working with the co-chair to provide leadership of the MSG to ensure that the work programme and deliverables are achieved
 - Work with the Secretariat to organise meetings, including the preparation of agendas and other materials for meetings (for example, the work programme), and any terms of reference and codes of conduct for the MSG
 - Ensuring that each meeting is planned effectively, conducted in accordance with any terms of reference or code of conduct for the MSG and that matters are dealt with in an orderly, efficient manner
 - Build and lead the members of the MSG, by creating an environment of trust where all members voices are heard
 - Work with the co-chair and members so that the advice and recommendations in the report are endorsed by all members.

- Preparation for and attendance at meetings of MSG members – total meeting time is estimated to be 10 half days over the duration of the Contract.
- Work intersessionally with members to advance the MSG’s work.
- Prepare a work programme/timeline setting out how the MSG will work together to deliver the Recommendation Report/Proposal by 27th November 2023.
- Provide feedback and advice to DPMC to enabled the draft Terms of Reference (attached) for the MSG to be finalised.
- External engagement with stakeholders outside the MSG as required
- Develop a Recommendation Report/Proposal for New Zealand to respond to disinformation including;
 - Advice and analysis to address the Guiding Questions, and any other matters required
 - Estimates of funded required (government and international sources) to achieve the recommendations
 - Any key questions or gaps in the analysis (policy, legal or otherwise) that the government may need to resolve in order to achieve the recommendations in the Recommendation Report/Proposal.
 - Recommendations for practices and structures, if any, for understanding and responding to disinformation, including preferred options that would be effective and acceptable in Aotearoa New Zealand
- The draft Recommendation Report/Proposal will be provided to the Buyer for fact checking and comment by 15th November 2023. The Buyer will provide any comments on the draft report as soon as reasonably practicable. The MSG will consider any comments from the Buyer (but is not bound by them) when finalising its report.
- Finalise the Recommendation Report/Proposal and provide to the Buyer by 27th November 2023.

Deliverables and Milestones

Specific tasks are listed in the deliverables/milestone table below. The timing for these are indicative, and may be altered through written agreement (for example, by email) between , the Buyer and the Supplier.

Deliverable/Milestone	Timing
MSG first meeting	19 July 2023
MSG starts forming its proposal	July, August, September (6 half day meetings)
MSG starts drafting its proposal	October, November (4 half day meetings)
Draft proposal to DPMC for feedback	15 th November 2023
DPMC return proposal with any feedback	20 th November 2023
MSG finalises its report	27 th November 2023

Specific code of conduct / policies / health & safety / protective security / legislative requirement

Privacy

The Supplier will ensure that personal information collected as part of the services is collected, held, and disclosed in accordance with the principles and obligations in the Privacy Act.

Official Information Act

Any information produced for the purposes of the services under this Contract are subject to the Official Information Act (OIA). The Supplier will ensure they maintain full records to enable the Buyer to meet its obligations under the OIA and Public Records Act.

Health & Safety

The Supplier will:

- a. consult, cooperate and coordinate with the Buyer to the extent required by the Buyer to ensure that the Buyer and the Supplier will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Contract;
- b. perform its, and ensure that its Personnel perform their, obligations under the Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015;
- c. comply with all reasonable directions of the Buyer relating to health, safety and security; and
- d. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Buyer to the extent that it relates to, or affects, the Contract.

Supplier’s Reporting Requirements

Reference Schedule 2 clause 5.2

Report to:	Description of report	Due date
Contract Manager	As required by the Buyer’s Contract Manager	As required by the Buyer’s Contract Manager

Charges

Fees

Hourly Fee Rate

For each hour worked an Hourly Fee Rate of \$116.15 excluding GST, up to a total maximum of \$929.25 excluding GST per 8 hour day. The total maximum Charges under this Contract are \$60,000 excluding GST.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

Expenses

Reference Schedule 2 clause 3

Actual and reasonable — general Expenses

Note: DPMC will book and meet the cost of flights and accommodation directly.

The Buyer will pay the supplier for actual and reasonable Expenses incurred in delivering the Services (related to travel/accommodation such as food, Ubers, carparks) up to a total maximum amount of **\$1500.00** excluding GST provided that:

- the Buyer has given prior written consent to the Supplier incurring the Expense
- the Expense is charged at actual and reasonable cost, and
- the claim for Expenses is supported by GST receipts.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges **at the end of the month, for Services delivered during that month**. Address for invoices

Reference Schedule 2 clause 3

	Buyer's address
For the attention of:	§ 9(2)(g)(ii)
Address:	dpmcinvoices@cass.govt.nz Cc: disinformationresilience@dpmc.govt.nz

Other instructions about invoices

The Supplier must include cost code [115-305](#) on each invoice, and the invoice must be in pdf format.

Insurance

Reference 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 Schedule 2 and attachments

Set out any changes to clauses in Schedule 2 and/or any new clauses that are in addition to Schedule 2

Attachments

- Refer also 'Contract documents' described at Page 1
- Attachment 1: The contracted personnel will complete Attachment 1: Declaration relating to a Contract for Services with the Department of the Prime Minister and Cabinet
- Attachment 2: Draft Terms of Reference

Attachment 1: Declaration relating to a Contract for Services with the Department of the Prime Minister and Cabinet

The Supplier must sign this declaration prior to commencing any work for the Buyer.

Name of Contract	Contract for Service relating to Support the Multi-Stakeholder Group	
Supplier	Out of Scope	
Relationship with Contract	Capitalised terms in this declaration have the meaning given to those terms in the Contract. Nothing in this declaration overrides or affects the terms of clauses 9 and 13 of Schedule 2 of the Contract and the Supplier must ensure it is familiar with those clauses.	
Confidentiality <i>Reference Schedule 2 clause 13</i>	<p>The Supplier undertakes:</p> <ol style="list-style-type: none"> to be discreet in all matters relating to the Buyer and the New Zealand Government; not to read, copy, remove or access any information held on any Buyer premises other than to perform its obligations under the Contract; not to use such information to gain personal material advantage or for financial benefit for any other person or organisation; to comply with clause 13 of Schedule 2 of the Contract; and to honour this declaration after the end of this Contract. 	
Code of Conduct <i>Refer Attachment 2</i>	<p>The Supplier undertakes during the period of this Contract to comply with the following documents:</p> <ol style="list-style-type: none"> Department of the Prime Minister and Cabinet's (DPMC) Code of Conduct and the Code of Conduct for the State Services (as updated from time to time by the State Services Commission) relevant to the Services being provided; All DPMC Policies relevant to Services being provided. code of conduct for the MSG (refer attachment 2) 	
Conflicts of Interests <i>Refer Attachment 3</i>	<ol style="list-style-type: none"> The Supplier undertakes that it has made diligent enquiries of whether the Supplier, (including any of the Supplier's personnel and sub-contractors completing the services) have any actual, potential or perceived conflicts of interest in relation to this contract and the services being provided, and confirms that no conflict of interest have been identified, except as set out in Attachment 3. The Supplier confirms that they will tell DPMC immediately, in writing, if any conflict of interest arises in relation to the Services. 	
Signature	<p>The Supplier makes this declaration after due enquiry and agrees to be bound by it. For and behalf of the Supplier</p> <p>_____</p> <p>(signature)</p> <p>Name: Out of Scope</p> <p>Title Director</p>	
		Date:



Code of Conduct

Purpose

1. The Code of Conduct sets out expectations for the general conduct for the Multi Stakeholder Group members (MSG).

General expectations

2. It is expected all MSG members, including the Co-Chairs, will:
 - a. work in an inclusive manner where diverse voices of all MSG members are listened to and heard equally in an environment of trust and respect, within which all members can safely share their views;
 - b. take collective responsibility for the actions and decisions of the MSG to the greatest extent possible, while accommodating respectful disagreement and debate;
 - c. act in accordance with agreed processes and protocols
 - d. attend all scheduled meetings and undertake any required pre-meeting reading to ensure they can engage fully at each meeting;
 - e. work transparently and consistent with all privacy, security and legal requirements, including but not limited to the requirements of the Official Information Act 1982 and the Privacy Act 2020;
 - f. maintain and safeguard the confidentiality of information submitted to them or obtained in carrying out their role;
 - g. disclose any real, potential or perceived conflicts of interest as they arise to the Secretariat and agree to the appropriate management of these conflicts, in the manner determined by the Secretariat; and
 - h. only claim for legitimate expenses they may incur.

Responses to media queries

3. The Co-Chairs will provide any comment to media which is sought from the group as a whole.
4. Where a journalist or media outlet seeks the views of an individual member, or another group the member may belong to, the member will make clear that any views presented by them represent their personal views or those of the other group they may represent, and not those of the MSG.

Personal views

5. Members are free to express a personal view in public or in the media at any time. When doing so they must observe the following:



ATTACHMENT 2

- a. comments must make clear that they represent a personal view and must not state or imply that they represent the views of MSG the Co-Chairs should be informed of any media engagement that covers the MSG
- b. The Co-Chairs should be informed of any media engagement that covers the MSG

Released under the Official Information Act 1982



Code of Conduct Agreement

I _____ (full name) understand and am willing to comply with the attached Code of Conduct for the Multi Stakeholder Group.

Signature _____

Date

Released under the Official Information Act 1982

ATTACHMENT 3: Conflicts of Interest

Declaration relating to a Multi Stakeholder Group with the Department of the Prime Minister and Cabinet

Name of Panel	Multi Stakeholder Group										
Full Name of Member											
Conflicts of Interest	Tick the statement that applies:										
	<input type="checkbox"/> <p>Avoiding Conflicts of Interest The Member has no actual, potential or perceived conflict of interest in relation to the Multi-Stakeholder Group. The Member must do his or her best to avoid situations that may lead to a conflict of interest arising. Obligation to tell DPMC The Member must tell DPMC immediately, and in writing, if any conflict of interest arises in relation to the Multi Stakeholder Group. 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.</p>										
	<input type="checkbox"/> <p>The Panel Member has an actual, potential or perceived:</p> <ul style="list-style-type: none"> i. financial interest, arrangement or affiliation; and/or ii. personal or fiduciary relationship; and/or iii. personal knowledge; and/or iv. other conflict of interest, <p>relating to the Multi-Stakeholder Group, details of which are below. Further details may be included in a separate sheet and attached to this disclosure.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 50%;">Name of Personnel</th> <th style="width: 50%;">Nature of conflict and how it will be managed</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name of Personnel	Nature of conflict and how it will be managed								
Name of Personnel	Nature of conflict and how it will be managed										
Signature											
The Member makes this declaration after due enquiry and agrees to be bound by it.											
(signature)											
Name:											
Position:											
Date:											

Released under the Official Information Act 1982

Schedule 2

Standard Terms and Conditions—Services

Length of Contract

- 1.1 **Start Date:** This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the End Date.
- 1.3 **Renewal:**
- a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
 - b. 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.

The Services

- 2.1 **Both Parties' obligations:** Both Parties agree to:
- a. act in good faith and honestly in their dealings with each other
 - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
 - c. notify each other promptly of any actual or anticipated issues that could:
 - significantly impact on the Services or the Charges, and/or
 - receive media attention, and
 - d. comply with all applicable laws and regulations.
- 2.2 **Buyer's obligations:** The Buyer must:
- a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier 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, within reasonable timeframes, and
 - c. pay the Supplier the Charges for the Services in accordance with this Contract.
- 2.3 **Supplier's obligations:** The Supplier must:
- a. deliver the Services:
 - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and
 - 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

- b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services
- c. provide all equipment and resources necessary to deliver the Services, and
- d. comply with the [Supplier Code of Conduct issued by the Procurement Functional Leader \(see \[www.procurement.govt.nz\]\(http://www.procurement.govt.nz\)\)](#) and any other relevant codes of conduct listed in Schedule 1.
- 2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:
- a. use those Approved Personnel in delivering the Services, and
- b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.
- 2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.
- 2.6 **Health, Safety and Security:** The Supplier must:
- a. consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, 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 their obligations under the HSW Act as it relates to, or affects, the Contract
- c. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
- 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.
- 2.7 **Employment standards:** The Supplier must
- a. comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
- b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.7.a.
- 2.8 **Respect:** The Supplier must deliver the 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.

Charges and payment

- 3.1 **Maximum amount:** 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 and Daily Allowances.

- 3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
- a. clearly show all GST due, if any
 - b. be in New Zealand currency or the currency stated in Schedule 1
 - c. be clearly marked 'Tax invoice'
 - d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
 - 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. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
 - h. contain the Buyer's contract reference or purchase order number if there is one
 - 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.
- 3.3 **Payment:** Subject to clauses 3.4 and 11.4(e), the Buyer will use its best endeavours to pay a valid tax invoice within 10 Business Days of receiving the invoice. If the Buyer can't meet this 10 Business Day timeframe, the Buyer will pay that invoice by:
- a. the 20th calendar day of the month, if the invoice is received on or before the 5th Business Day of the month, or
 - b. the 20th calendar day of the following month, if the invoice is received after the 5th Business Day of the month.
- 3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:
- a. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
 - b. may withhold payment of the disputed portion until the dispute is resolved.

Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage 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.
- 4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

Information management

- 5.1 **Information and Records:** 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 kept safe and are easy to access
 - d. give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
 - e. co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations
 - f. 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), and
 - g. make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.
- 5.2 **Reports:** The Supplier must give the Buyer the reports, by the due dates, stated in Schedule 1.

The contractual relationship

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

Subcontractors

- 7.1 **Subcontracting:** 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.
- 7.2 **Supplier responsibilities:** The Supplier:
- a. must ensure that each Subcontractor is suitable and has the capability and capacity to deliver that aspect of the Services being subcontracted
 - b. must ensure that:
 - each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
 - any subcontract it enters into is on terms that are consistent with this Contract
 - c. is responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted, and

- d. is responsible for the acts and omission of any Subcontractor as if they were the acts and omissions of the Supplier.

Insurance

- 8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
- a. hold the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract 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 any request from the Buyer.

Conflicts of Interest

- 9.1 **Avoiding conflicts of interest:** The Supplier:
- a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
 - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, 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. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Resolving disputes

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
- a. a Party will notify the other if it considers a matter is in dispute
 - b. the Contract Managers will attempt to resolve the dispute through 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, if agreed by the parties, some other form of alternative dispute resolution.
- 10.2 **Mediation:** 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 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

- 10.4 **Effect of dispute:** 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.
- 10.5 **Taking court action:** 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 that Party requires urgent relief from a court.

Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. 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:
- consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
 - does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 11.2 **Buyer's termination for convenience:**
- The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
 - If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.
- 11.3 **Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- becomes bankrupt or insolvent
 - has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
 - becomes subject to any form of external administration
 - ceases for any reason to continue in business
 - 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
 - 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
 - provides information to the Buyer that is misleading or inaccurate in any material respect.
- 11.4 **Termination for breach:**
- If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.
 - A default Notice must state:
 - the nature of the breach, and
 - the time and date by which it must be remedied.
 - The period allowed to remedy the breach must be reasonable given the nature of the breach.

- d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
- e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
 - withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
 - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

11.5 **Supplier's obligations:**

- a. On giving or receiving a Notice of termination, the Supplier must:
 - comply with any conditions contained in the Notice, and
 - immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

11.6 **Accrued rights:** The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

11.7 **Buyer's rights:** Subject to clause 11.2(b), 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 for Services or Deliverables that have not been provided.

11.8 **Handing over the Services:**

- a. The Supplier will 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 during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

Intellectual Property Rights

12.1 **Ownership of Intellectual Property Rights:**

- a. Pre-existing Intellectual Property Rights remain the property of their owner.
- b. New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created, and the Supplier agrees to do all things necessary to give effect to this clause 12.1(b).
- c. New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.

- d. The Supplier grants to the Buyer (as the Crown) a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer to:
- receive the full benefit of the Services and Deliverables, and
 - use, copy, modify and distribute the Deliverables.

12.2 **Supplier warranties:** The Supplier warrants that:

- a. it is legally entitled to grant the licence in clause 12.1(d), and
- b. the Crown's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party.

The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

Confidential Information

13.1 **Protection of Confidential Information:** 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 **Obligation to inform staff:** Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and
- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

13.3 **Security:** 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.

Privacy

14.1 **Protection of Personal Information** Where the Supplier has access to Personal Information under or in connection with this Agreement, the Supplier must:

- a. only use, access, store, process or transmit that Personal Information to the extent necessary to provide the Deliverables or Services,

- b. ensure that the Personal Information is protected against loss, access, use, modification, or disclosure that is not authorised by the Buyer,
 - c. provide all information and assistance reasonably required by the Buyer to comply with its obligations under the Privacy Act in relation to this Agreement, and
 - d. comply with the Privacy Act and not do anything under this Agreement that would cause the Buyer to breach the Privacy Act.
- 14.2 **Privacy Breaches** If the Supplier becomes aware of any Privacy Breach in relation to this Agreement it will notify the Buyer as soon as possible and take all reasonable steps:
- a. to identify the person or persons affected,
 - b. required by the Buyer to undertake its own investigation,
 - c. stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence, and
 - d. the Supplier shall not notify any person of the Privacy Breach without the Buyer's prior written approval.
- 14.3 **Application to Confidential Information** The obligations under this clause 14 are not limited by and do not limit either Party's other obligations as regards the protection or security of Confidential Information set out in clause 13, provided that any disclosure of Confidential Information under clause 13.1 shall be subject to this clause 14.

Notices

- 15.1 **Requirements:** All Notices must be:
- a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
 - b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.
- 15.2 **Receipt of Notices:** A Notice will be considered to be received:
- a. if delivered by hand or sent by courier, 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, or
 - d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,
- but a 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.

Extraordinary Events

- 16.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.
- 16.2 **Obligations of affected Party:** 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 performance of this Contract.
- 16.3 **Termination:** 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.

General

- 17.1 **Variations:** 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 signatories or authors have delegated authority to approve the Variation.
- 17.2 **Entire contract:** 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 oral or in writing.
- 17.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
- a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
 - b. does not prevent that Party from exercising its rights at a later time.
- 17.4 **New Zealand law, currency and time:** 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 specifies a different currency. Dates and times are New Zealand time.
- 17.5 **Publication:** The Supplier 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.
- 17.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 17.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 17.8 **No poaching:** 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 seek to employ 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.
- 17.9 **Clauses that remain in force:** 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), 15 (Notices), 17 (General) and 18 (Definitions).

17.10 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:

1. a Variation
2. Schedule 1
3. any Attachment to Schedule 1, and
4. Schedule 2.

Definitions

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 Personnel A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1.

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 in the Contract Details section.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

Confidential Information Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

Conflict of Interest A Conflict of Interest arises if a Party 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:

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

Contract The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

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 Allowance An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

Daily Fee Rate A fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables An output resulting from the delivery of the Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

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 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 to in Schedule 1.

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.

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

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 at Work Act 2015.

Hourly Fee Rate A Fee payable for each hour spent delivering the Services.

Intellectual Property Rights All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

Milestone A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

New Intellectual Property Rights Intellectual Property Rights developed under this Contract or in the performance of the Services.

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

Party The Buyer or the Supplier, and together they are the **Parties**.

Personal Information has the meaning given to that term in the Privacy Act.

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 and co-opted or seconded staff.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of, or independently from, this Contract.

Privacy Act means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

Privacy Breach means any:

- unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of any Personal Information; and
- any action that prevents any Buyer from accessing Personal Information on either a temporary or permanent basis,

whether or not:

- caused by a person inside or outside of the Supplier;
- attributable in whole or in part to any action by the Supplier; or
- ongoing.

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, or
- 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, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, 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.

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

Supplier The person, business, company or organisation named as the Supplier in the Contract Details section.

Variation A change to any aspect of this Contract that complies with clause 17.1.

Supplier Registration Form

Use this form if

- you have a contract with a new supplier to the Department of Prime Minister and Cabinet (DPMC) or the National Emergency Management Agency (NEMA), or
- you want to update a supplier's details already provided to DPMC/NEMA.

You can check if the supplier is existing or not by searching on the contracts dashboard in FinanceOne.

Once completed, email this form to CASS Finance at Finance.Queries@cass.govt.nz, and once checked the supplier will be confirmed as an authorised DPMC supplier.

If you need help or have any questions regarding this process, please email Finance.Queries@cass.govt.nz.

1. Supplier Details

Organisation Name <i>(Trading name that will appear on your invoices)</i>	
Legal Name <i>(Mandatory if different to above):</i>	
NZBN / ABN (Australia)	
Primary goods/services provided:	
Physical Address <i>(if no postal address is provided, then this is the address correspondence and remittance advices will be sent to)</i>	
Postal Address: <i>(if different from physical address)</i>	
GST No. (NZ Only)	IRD No. (NZ Only)

Main Organisation Contact/s	Person #1	Person #2	
Contact name:			
Work phone no.			
Mobile no.			
Email address:			
Preferred contact methods (tick one)	Work Phone <input type="checkbox"/>	Mobile <input type="checkbox"/>	Email <input type="checkbox"/>

NZ Government agencies (including DPMC/NEMA) will be introducing e-Invoicing (electronic invoicing) to encourage prompt payment from January 2022.	
What financial system do you currently use?	
Are you planning on changing or updating (Yes/No)	
Is your finance system capable of utilising e-Invoicing?	Yes <input type="checkbox"/> No <input type="checkbox"/>

3. Payments contact/s	Person #1	Person #2
Contact name:		
Work phone no.		
Mobile no.		
Email address:		
Preferred contact methods (tick one)	Work Phone <input type="checkbox"/>	Mobile <input type="checkbox"/> Email <input type="checkbox"/>

4. Documentation
Attach evidence of the account the supplier wishes payment to be made to, e.g. a pre-printed bank deposit slip
We need these details to be able to pay the supplier. <input type="checkbox"/>

5. Additional Information			
No. of Employees in the supplier's business	1-5 <input type="checkbox"/>	6-19 <input type="checkbox"/>	20+ <input type="checkbox"/>
Has the supplier or any of the personnel working on the contract been a previous employee of DPMC?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Is the supplier a company domiciled outside NZ?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Is your company identified as a Maori business? ¹	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

6. Declaration
On behalf of the supplier, I declare that:
<ul style="list-style-type: none"> The information given in this registration is true and correct I am authorised to make this declaration on behalf of the supplier.

¹ The progressive procurement policy defines a Maori business as a registered business with a minimum 50 percent Maori ownership or a Maori Authority (as classified by IRD).

Name:	Job Title:
Date:	

For DPMC Use only	
Finance One Supplier Property	
Administrator:	Date:
Validator:	Date:

When we collect, use and store personal information, we comply with the Privacy Act 1993.

For further details see DPMC's privacy policy, available at www.dPMC.govt.nz

We use the information collected on this form to set up suppliers with correct details for future payments of submitted invoices.

Released under the Official Information Act 1982



23 June 2023

Out of Scope

Tēnā koe Out of
Scope

I am pleased to invite you to be a Member of the Multi-Stakeholder Group (MSG) we are convening to develop a proposal to strengthen resilience to disinformation.

The MSG will explore what practices and structures for understanding and responding to disinformation are effective and acceptable in Aotearoa which could form the basis of an enduring and effective civil society-led effort to strengthen New Zealand's resilience to disinformation. This includes providing advice on the merits of establishing a non-government entity or equivalent leadership function.

Your appointment as a Member of the MSG reflects your experience and expertise in this field and your commitment to a safe and inclusive information environment. Two Co-Chairs and other Members are being appointed who have experience and expertise in the field and have demonstrated a desire to work collaboratively to achieve collectively agreed outcomes.

Attached is a copy of the contract for services for your engagement. Please let me know any comments on this.

Your appointment to the MSG is for a term from June 2023 until December 2023 (as set out in the contract).

The fees and allowances relating to this appointment are based on the Cabinet Fees Framework as established by Te Kawa Mataaho Public Service Commission.

In signing the contract, please ensure you complete the DPMC Confidentiality and Conflicts of Interest declaration attached to the contract, including identifying any conflicts of interest, where appropriate.

For further information or to discuss this letter, please contact s 9(2)(g)(ii), Strategic Coordinator, at s 9(2)(g)(ii) [@dpmc.govt.nz](mailto: @dpmc.govt.nz)

I look forward to your work to strengthen resilience to disinformation.

Nāku noa nā

Tony Lynch
Deputy Chief Executive
National Security Group



**DEPARTMENT OF THE
PRIME MINISTER AND CABINET**
TE TARI O TE PIRIMIA ME TE KOMITI MATUA

Forms attached

Contract

Supplier Registration Form

Code of Conduct Form

Conflict of Interest Form

Released under the Official Information Act 1982



Contract for Services

Contract Details

Contract for Service relating to Support the Multi-Stakeholder Group

The Parties

The Buyer:

Department of the Prime Minister and Cabinet
NZBN 9429041904923
Defence House, 34 Bowen Street, 6021 Wellington

and

The Supplier:

Out of Scope

The Contract

Agreement

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

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** [Standard Terms and Conditions GMC Form 1 SERVICES | Schedule 2 \(3rd Edition\)](#) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- 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 Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:

(signature)

Name: Tony Lynch
Position: Deputy Chief Executive, National Security Group
Date: Select date

(signature)

Name:
Position:
Date:

Out of Scope

Schedule 1 Description of Services

Contract Management and Personnel

Start Date	19/06/2023	Reference Schedule 2 clause 1
End Date	31/12/2023	Reference Schedule 2 clause 1
Renewal	Not Applicable	Reference Schedule 2 clause 1

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:	§ 9(2)(g)(ii)	
Title / position:	Senior Advisor	Insert position
Address:	Defence House 20 Bowen Street 6021 Wellington	
Phone:	+64 § 9(2)(a)	
Email:	disinformationresilience@dpmc.govt.nz	Insert email address

Addresses for Notices

Reference Schedule 2 clause 15

	Buyer's address	Supplier's address
For the attention of:	§ 9(2)(g)(ii)	Name of contract manager or senior manager

	Buyer's address	Supplier's address
Email:	s 9(2)(g)(ii) @dpmc.govt.nz Cc: disinformationresilience@dpmc.govt.nz	
Delivery address:	Defence House 20 Bowen Street 6021 Wellington	
Postal address:	Defence House 20 Bowen Street 6021 Wellington	

Supplier's Approved Personnel

Reference Schedule 2 clause 2.4

	Approved Personnel
Name:	Insert name
Position:	Insert name
Specialisation:	Insert specialisation

Description of Services

Context

The government is taking a practical approach to disinformation that balances a range of considerations. This includes promoting civil society leadership through a Multi-Stakeholder Group (MSG). The MSG is tasked with developing a proposal to strengthen Aotearoa New Zealand's resilience to disinformation¹ over the longer term. The work of the MSG is intended as a practical, foundational step to improve awareness and understanding of the problem and to propose a blueprint for an enduring response. The MSG will comprise members with relevant expertise, including from civil society, academia, media, the legal community, and Te Ao Māori.

The task for the MSG is to provide advice and recommendations on what practices and structures, if any, for understanding and responding to disinformation would be effective and acceptable in Aotearoa New Zealand. Transparency, lawfulness, and human rights protections will be important tests for its proposal, which will be subject to public scrutiny.

The Guiding Questions for the MSG include (but are not limited to):

- Should activities be undertaken to better understand disinformation in New Zealand?
- Should activities be undertaken to respond to disinformation in New Zealand?
- If activities to understand and respond to disinformation should occur, what should be the nature of these activities?

¹ - Disinformation is false or modified information knowingly and deliberately shared to cause harm or achieve a broader aim.

- Misinformation is information that is false or misleading, though not created or shared with the direct intention of causing harm.

- d) If such activities should occur, are current efforts fit for purpose, such that the need is already met?
- e) Conversely, if current efforts are not fit for purpose, what else is needed to enable best practice in New Zealand? For example: funding or other support; the establishment of new institutional arrangements (structures, networks, a new non-government entity or entities); greater clarity around roles and responsibilities etc.
- f) What design features and constraints are needed for any entity or entities performing these activities? What relationships with government and other stakeholder groups are needed? How can transparency, legitimacy, and human rights protections be maintained? How can public trust and confidence be strengthened?
- g) Is there a case for establishment of a non-government entity or equivalent leadership function that can form the basis of an enduring and effective civil society-led effort to strengthen New Zealand's resilience to disinformation?
- h) What does a high-level road map for implementation of the proposal look like? What is needed in terms of the resourcing required to fund the proposal and what are potential sources of funding?

The final output of the MSG will be a written report containing the recommendations/proposal. It will be a decision for a future government as to what action it takes in response to the Recommendation Report/ Proposal.

The MSG will be composed of up to ten members. There will be two co chairs to lead the MSG.

DPMC will provide Secretariat support to the MSG, including administrative support (organising meetings, travel to meetings etc) and will work with the co-chairs to ensure the members have the relevant information and reading material to support meetings

Description of Services

The Supplier will provide specialist expertise to support the MSG to deliver a Recommendation Report/ Proposal on behalf of the MSG. This includes:

- Preparation for and attendance at meetings of MSG members – this is estimated to be 10 half days over the duration of the Contract.
- Work intersessionally with members to advance the MSG's work
- Provide input into the preparation and finalisation of the work programme setting out how the MSG will work together to deliver the Recommendation Report/Proposal. The Chairs will submit this to DPMC by 27th November 2023.
- External engagement with stakeholders outside the MSG as required
- Provide expertise and advice into the preparation and finalisation of a Recommendation Report/Proposal for New Zealand to respond to disinformation including;
 - Advice and analysis to address the Guiding Questions, and any other matters required
 - Estimates of funded required (government and international sources) to achieve the recommendations
 - Any key questions or gaps in the analysis (policy, legal or otherwise) that the government may need to resolve in order to achieve the recommendations in the Recommendation Report/Proposal.
 - Recommendations for practices and structures, if any, for understanding and responding to disinformation, including preferred options that would be effective and acceptable in Aotearoa New Zealand

- The Supplier will actively engage and particulate in the work programme. Including preparing for and providing objective advice at any meetings of the MSG, and deliberations of the MSG.
- The draft Recommendation Report/Proposal will be provided to the Buyer for fact checking and comment by 15th November 2023. DPMC will provide any comments on the draft report as soon as reasonably practicable. The Supplier will work with the MSG Chairs to consider any comments from DPMC (but is not bound by them) when finalising its report.
- Support the Chairs to finalise the Recommendation Report/Proposal and provide to the Buyer by 27th November 2023.

Deliverables and Milestones

Specific tasks are listed in the deliverables/milestone table below. The timing for these are indicative, and may be altered through written agreement (for example, by email) between , the Buyer and the Supplier.

Deliverable/Milestone	Timing
MSG first meeting	19 July 2023
MSG starts forming its proposal	July, August, September (6 half day meetings)
MSG starts drafting its proposal	October, November (4 half day meetings)
Draft proposal to DPMC for feedback	15 th November 2023
DPMC return proposal with any feedback	20 th November 2023
MSG finalises its report	27 th November 2023

Specific code of conduct / policies / health & safety / protective security / legislative requirement

Privacy

The Supplier will ensure that company personal information collected as part of the services is collected, held, and disclosed in accordance with the principles and obligations in the Privacy Act.

Official Information Act

Any information produced for the purposes of the services under this contract are subject to the Official Information Act (OIA). The Supplier will ensure they maintain full records to enable the Buyer to meet its obligations under the OIA and Public Records Act.

Health & Safety

The Supplier will:

- consult, cooperate and coordinate with the Buyer to the extent required by the Buyer to ensure that the Buyer and the Supplier will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Contract;
- perform its, and ensure that its Personnel perform their, obligations under the Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015;

- c. comply with all reasonable directions of the Buyer relating to health, safety and security; and
- d. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Buyer to the extent that it relates to, or affects, the Contract.

Supplier's Reporting Requirements

Reference Schedule 2 clause 5.2

Report to:	Description of report	Due date
Contract Manager	As required by the Buyer's Contract Manager	As required by the Buyer's Contract Manager

Charges

Fees

Hourly Fee Rate

For each hour worked an Hourly Fee Rate of **\$65.62** excluding GST, up to a total maximum of **\$525** excluding GST per 8 hour day. The total maximum Charges under this Contract are \$15,000 excluding GST.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

Expenses

Reference Schedule 2 clause 3

Actual and reasonable — general Expenses

Note: DPMC will book and meet the cost of flights and accommodation directly.

The Buyer will pay the supplier for actual and reasonable Expenses incurred in delivering the Services (related to travel/accommodation such as food, Ubers, carparks) up to a total maximum amount of **\$1500.00** excluding GST provided that:

- the Buyer has given prior written consent to the Supplier incurring the Expense
- the Expense is charged at actual and reasonable cost, and
- the claim for Expenses is supported by GST receipts.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges **at the end of the month, for Services delivered during that month.** Address for invoices

Reference Schedule 2 clause 3

	Buyer's address
For the attention of:	§ 9(2)(g)(ii)
Address:	dpmcinvoices@cass.govt.nz Cc: disinformationresilience@dpmc.govt.nz

Other instructions about invoices

The Supplier must include cost code **115-305** on each invoice, and the invoice must be in pdf format.

Insurance

Reference 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 Schedule 2 and attachments

Set out any changes to clauses in Schedule 2 and/or any new clauses that are in addition to Schedule 2

Attachments

- Refer also 'Contract documents' described at Page 1
- Attachment 1: The contracted personnel will complete Attachment 1: Declaration relating to a Contract for Services with the Department of the Prime Minister and Cabinet
- Attachment 2: Draft Terms of Reference

Released under the Official Information Act 1982

Attachment 1: Declaration relating to a Contract for Services with the Department of the Prime Minister and Cabinet

The Supplier must sign this declaration prior to commencing any work for the Buyer.

Name of Contract	Contract for Service relating to Support the Multi-Stakeholder Group	
Supplier		
Relationship with Contract	Capitalised terms in this declaration have the meaning given to those terms in the Contract. Nothing in this declaration overrides or affects the terms of clauses 9 and 13 of Schedule 2 of the Contract and the Supplier must ensure it is familiar with those clauses.	
Confidentiality <i>Reference Schedule 2 clause 13</i>	<p>The Supplier undertakes:</p> <ol style="list-style-type: none"> to be discreet in all matters relating to the Buyer and the New Zealand Government; not to read, copy, remove or access any information held on any Buyer premises other than to perform its obligations under the Contract; not to use such information to gain personal material advantage or for financial benefit for any other person or organisation; to comply with clause 13 of Schedule 2 of the Contract; and to honour this declaration after the end of this Contract. 	
Code of Conduct <i>Refer Attachment 2</i>	<p>The Supplier undertakes during the period of this Contract to comply with the following documents:</p> <ol style="list-style-type: none"> Department of the Prime Minister and Cabinet’s (DPMC) Code of Conduct and the Code of Conduct for the State Services (as updated from time to time by the State Services Commission) relevant to the Services being provided; All DPMC Policies relevant to Services being provided. code of conduct for the MSG (refer attachment 2) 	
Conflicts of Interests <i>Refer Attachment 3</i>	<ol style="list-style-type: none"> The Supplier undertakes that it has made diligent enquiries of whether the Supplier, (including any of the Supplier’s personnel and sub-contractors completing the services) have any actual, potential or perceived conflicts of interest in relation to this contract and the services being provided, and confirms that no conflict of interest have been identified, except as set out in Attachment 3. <p>The Supplier confirms that they will tell DPMC immediately, in writing, if any conflict of interest arises in relation to the Services.</p>	
Signature	<p>The Supplier makes this declaration after due enquiry and agrees to be bound by it.</p> <p>For and behalf of the Supplier</p> <p>_____</p> <p>(signature)</p> <p>Name:</p> <p>Title Date:</p>	

Released under the Official Information Act 1982



Code of Conduct

Purpose

1. The Code of Conduct sets out expectations for the general conduct for the Multi Stakeholder Group members (MSG).

General expectations

2. It is expected all MSG members, including the Co-Chairs, will:
 - a. work in an inclusive manner where diverse voices of all MSG members are listened to and heard equally in an environment of trust and respect, within which all members can safely share their views;
 - b. take collective responsibility for the actions and decisions of the MSG to the greatest extent possible, while accommodating respectful disagreement and debate;
 - c. act in accordance with agreed processes and protocols
 - d. attend all scheduled meetings and undertake any required pre-meeting reading to ensure they can engage fully at each meeting;
 - e. work transparently and consistent with all privacy, security and legal requirements, including but not limited to the requirements of the Official Information Act 1982 and the Privacy Act 2020;
 - f. maintain and safeguard the confidentiality of information submitted to them or obtained in carrying out their role;
 - g. disclose any real, potential or perceived conflicts of interest as they arise to the Secretariat and agree to the appropriate management of these conflicts, in the manner determined by the Secretariat; and
 - h. only claim for legitimate expenses they may incur.

Responses to media queries

3. The Co-Chairs will provide any comment to media which is sought from the group as a whole.
4. Where a journalist or media outlet seeks the views of an individual member, or another group the member may belong to, the member will make clear that any views presented by them represent their personal views or those of the other group they may represent, and not those of the MSG.

Personal views

5. Members are free to express a personal view in public or in the media at any time. When doing so they must observe the following:



ATTACHMENT 2

- a. comments must make clear that they represent a personal view and must not state or imply that they represent the views of MSG the Co-Chairs should be informed of any media engagement that covers the MSG
- b. The Co-Chairs should be informed of any media engagement that covers the MSG

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Code of Conduct Agreement

I _____ (full name) understand and am willing to comply with the attached Code of Conduct for the Multi Stakeholder Group.

Signature _____

Date

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ATTACHMENT 3: Conflicts of Interest

Declaration relating to a Multi Stakeholder Group with the Department of the Prime Minister and Cabinet

Name of Panel	Multi Stakeholder Group										
Full Name of Member											
Conflicts of Interest	Tick the statement that applies:										
	<input type="checkbox"/> <p>Avoiding Conflicts of Interest The Member has no actual, potential or perceived conflict of interest in relation to the Multi-Stakeholder Group. The Member must do his or her best to avoid situations that may lead to a conflict of interest arising. Obligation to tell DPMC The Member must tell DPMC immediately, and in writing, if any conflict of interest arises in relation to the Multi Stakeholder Group. 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.</p>										
	<input type="checkbox"/> <p>The Panel Member has an actual, potential or perceived:</p> <ul style="list-style-type: none"> i. financial interest, arrangement or affiliation; and/or ii. personal or fiduciary relationship; and/or iii. personal knowledge; and/or iv. other conflict of interest, <p>relating to the Multi-Stakeholder Group, details of which are below. Further details may be included in a separate sheet and attached to this disclosure.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 50%;">Name of Personnel</th> <th style="width: 50%;">Nature of conflict and how it will be managed</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name of Personnel	Nature of conflict and how it will be managed								
Name of Personnel	Nature of conflict and how it will be managed										
Signature											
The Member makes this declaration after due enquiry and agrees to be bound by it.											
(signature)											
Name:											
Position:											
Date:											

Released under the Official Information Act 1982

Schedule 2

Standard Terms and Conditions—Services

Length of Contract

- 1.1 **Start Date:** This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the End Date.
- 1.3 **Renewal:**
- a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
 - b. 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.

The Services

- 2.1 **Both Parties' obligations:** Both Parties agree to:
- a. act in good faith and honestly in their dealings with each other
 - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
 - c. notify each other promptly of any actual or anticipated issues that could:
 - significantly impact on the Services or the Charges, and/or
 - receive media attention, and
 - d. comply with all applicable laws and regulations.
- 2.2 **Buyer's obligations:** The Buyer must:
- a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier 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, within reasonable timeframes, and
 - c. pay the Supplier the Charges for the Services in accordance with this Contract.
- 2.3 **Supplier's obligations:** The Supplier must:
- a. deliver the Services:
 - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and
 - 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

- b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services
- c. provide all equipment and resources necessary to deliver the Services, and
- d. comply with the [Supplier Code of Conduct issued by the Procurement Functional Leader \(see \[www.procurement.govt.nz\]\(http://www.procurement.govt.nz\)\)](#) and any other relevant codes of conduct listed in Schedule 1.
- 2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:
- a. use those Approved Personnel in delivering the Services, and
- b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.
- 2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.
- 2.6 **Health, Safety and Security:** The Supplier must:
- a. consult, cooperate and coordinate with the Buyer regarding the Parties' overlapping obligations under, 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 their obligations under the HSW Act as it relates to, or affects, the Contract
- c. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
- 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.
- 2.7 **Employment standards:** The Supplier must
- a. comply with its obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987, and
- b. report any instances where the Supplier is being investigated by the Labour Inspectorate, or where the Supplier has been found by the Labour Inspectorate, Employment Relations Authority, or the Employment Court to have breached any of the legislation referenced in clause 2.7.a.
- 2.8 **Respect:** The Supplier must deliver the 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.

Charges and payment

- 3.1 **Maximum amount:** 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 and Daily Allowances.

- 3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
- a. clearly show all GST due, if any
 - b. be in New Zealand currency or the currency stated in Schedule 1
 - c. be clearly marked 'Tax invoice'
 - d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
 - 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. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
 - h. contain the Buyer's contract reference or purchase order number if there is one
 - 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.
- 3.3 **Payment:** Subject to clauses 3.4 and 11.4(e), the Buyer will use its best endeavours to pay a valid tax invoice within 10 Business Days of receiving the invoice. If the Buyer can't meet this 10 Business Day timeframe, the Buyer will pay that invoice by:
- a. the 20th calendar day of the month, if the invoice is received on or before the 5th Business Day of the month, or
 - b. the 20th calendar day of the following month, if the invoice is received after the 5th Business Day of the month.
- 3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:
- a. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
 - b. may withhold payment of the disputed portion until the dispute is resolved.

Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage 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.
- 4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

Information management

- 5.1 **Information and Records:** 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 kept safe and are easy to access
 - d. give information to the Buyer relating to the Services that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
 - e. co-operate with the Buyer to provide information promptly if the information is required by the Buyer to comply with an enquiry or its statutory, parliamentary, or other reporting obligations
 - f. 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), and
 - g. make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.
- 5.2 **Reports:** The Supplier must give the Buyer the reports, by the due dates, stated in Schedule 1.

The contractual relationship

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

Subcontractors

- 7.1 **Subcontracting:** 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.
- 7.2 **Supplier responsibilities:** The Supplier:
- a. must ensure that each Subcontractor is suitable and has the capability and capacity to deliver that aspect of the Services being subcontracted
 - b. must ensure that:
 - each Subcontractor is fully aware of the Supplier's obligations under this Contract, and
 - any subcontract it enters into is on terms that are consistent with this Contract
 - c. is responsible for delivering the Services under this Contract even if aspects of the Services are subcontracted, and

- d. is responsible for the acts and omission of any Subcontractor as if they were the acts and omissions of the Supplier.

Insurance

- 8.1 The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
- a. hold the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract 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 any request from the Buyer.

Conflicts of Interest

- 9.1 **Avoiding conflicts of interest:** The Supplier:
- a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
 - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, 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. Each Party must pay its own costs in relation to managing a Conflict of Interest.

Resolving disputes

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
- a. a Party will notify the other if it considers a matter is in dispute
 - b. the Contract Managers will attempt to resolve the dispute through 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, if agreed by the parties, some other form of alternative dispute resolution.
- 10.2 **Mediation:** 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 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

- 10.4 **Effect of dispute:** 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.
- 10.5 **Taking court action:** 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 that Party requires urgent relief from a court.

Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. 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 will be terminated on a date that is mutually agreed between the Parties, or
 - b. does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 11.2 **Buyer's termination for convenience:**
- a. The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
 - b. If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.
- 11.3 **Buyer's termination for cause:** 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
 - e. 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
 - f. 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
 - g. provides information to the Buyer that is misleading or inaccurate in any material respect.
- 11.4 **Termination for breach:**
- a. If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.
 - b. A default Notice must state:
 - the nature of the breach, and
 - the time and date by which it must be remedied.
 - c. The period allowed to remedy the breach must be reasonable given the nature of the breach.

- d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
- e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
 - withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
 - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

11.5 **Supplier's obligations:**

- a. On giving or receiving a Notice of termination, the Supplier must:
 - comply with any conditions contained in the Notice, and
 - immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

11.6 **Accrued rights:** The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

11.7 **Buyer's rights:** Subject to clause 11.2(b), 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 for Services or Deliverables that have not been provided.

11.8 **Handing over the Services:**

- a. The Supplier will 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 during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

Intellectual Property Rights

12.1 **Ownership of Intellectual Property Rights:**

- a. Pre-existing Intellectual Property Rights remain the property of their owner.
- b. New Intellectual Property Rights in the Deliverables become the property of the Buyer when they are created, and the Supplier agrees to do all things necessary to give effect to this clause 12.1(b).
- c. New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.

- d. The Supplier grants to the Buyer (as the Crown) a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by the Buyer to:
- receive the full benefit of the Services and Deliverables, and
 - use, copy, modify and distribute the Deliverables.

12.2 **Supplier warranties:** The Supplier warrants that:

- a. it is legally entitled to grant the licence in clause 12.1(d), and
- b. the Crown's use of anything provided by the Supplier and incorporated in the Services and Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights, including Intellectual Property Rights, of any third party.

The Supplier's liability for breach of the warranties in this clause is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

Confidential Information

13.1 **Protection of Confidential Information:** 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 **Obligation to inform staff:** Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and
- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

13.3 **Security:** 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.

Privacy

14.1 **Protection of Personal Information** Where the Supplier has access to Personal Information under or in connection with this Agreement, the Supplier must:

- a. only use, access, store, process or transmit that Personal Information to the extent necessary to provide the Deliverables or Services,

- b. ensure that the Personal Information is protected against loss, access, use, modification, or disclosure that is not authorised by the Buyer,
 - c. provide all information and assistance reasonably required by the Buyer to comply with its obligations under the Privacy Act in relation to this Agreement, and
 - d. comply with the Privacy Act and not do anything under this Agreement that would cause the Buyer to breach the Privacy Act.
- 14.2 **Privacy Breaches** If the Supplier becomes aware of any Privacy Breach in relation to this Agreement it will notify the Buyer as soon as possible and take all reasonable steps:
- a. to identify the person or persons affected,
 - b. required by the Buyer to undertake its own investigation,
 - c. stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence, and
 - d. the Supplier shall not notify any person of the Privacy Breach without the Buyer's prior written approval.
- 14.3 **Application to Confidential Information** The obligations under this clause 14 are not limited by and do not limit either Party's other obligations as regards the protection or security of Confidential Information set out in clause 13, provided that any disclosure of Confidential Information under clause 13.1 shall be subject to this clause 14.

Notices

- 15.1 **Requirements:** All Notices must be:
- a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
 - b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.
- 15.2 **Receipt of Notices:** A Notice will be considered to be received:
- a. if delivered by hand or sent by courier, 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, or
 - d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,
- but a 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.

Extraordinary Events

- 16.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.
- 16.2 **Obligations of affected Party:** 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 performance of this Contract.
- 16.3 **Termination:** 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.

General

- 17.1 **Variations:** 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 signatories or authors have delegated authority to approve the Variation.
- 17.2 **Entire contract:** 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 oral or in writing.
- 17.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
- a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
 - b. does not prevent that Party from exercising its rights at a later time.
- 17.4 **New Zealand law, currency and time:** 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 specifies a different currency. Dates and times are New Zealand time.
- 17.5 **Publication:** The Supplier 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.
- 17.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 17.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 17.8 **No poaching:** 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 seek to employ 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.
- 17.9 **Clauses that remain in force:** 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), 15 (Notices), 17 (General) and 18 (Definitions).

17.10 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:

1. a Variation
2. Schedule 1
3. any Attachment to Schedule 1, and
4. Schedule 2.

Definitions

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 Personnel A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1.

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 in the Contract Details section.

Charges The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

Confidential Information Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

Conflict of Interest A Conflict of Interest arises if a Party 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:

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

Contract The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

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 Allowance An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

Daily Fee Rate A fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

Deliverables An output resulting from the delivery of the Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

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 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 to in Schedule 1.

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.

Fees The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

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 at Work Act 2015.

Hourly Fee Rate A Fee payable for each hour spent delivering the Services.

Intellectual Property Rights All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

Milestone A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

New Intellectual Property Rights Intellectual Property Rights developed under this Contract or in the performance of the Services.

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

Party The Buyer or the Supplier, and together they are the **Parties**.

Personal Information has the meaning given to that term in the Privacy Act.

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 and co-opted or seconded staff.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of, or independently from, this Contract.

Privacy Act means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

Privacy Breach means any:

- unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of any Personal Information; and
- any action that prevents any Buyer from accessing Personal Information on either a temporary or permanent basis,

whether or not:

- caused by a person inside or outside of the Supplier;
- attributable in whole or in part to any action by the Supplier; or
- ongoing.

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, or
- 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, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables, including those stated in Schedule 1, 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.

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

Supplier The person, business, company or organisation named as the Supplier in the Contract Details section.

Variation A change to any aspect of this Contract that complies with clause 17.1.

Supplier Registration Form

Use this form if

- you have a contract with a new supplier to the Department of Prime Minister and Cabinet (DPMC) or the National Emergency Management Agency (NEMA), or
- you want to update a supplier's details already provided to DPMC/NEMA.

You can check if the supplier is existing or not by searching on the contracts dashboard in FinanceOne.

Once completed, email this form to CASS Finance at Finance.Queries@cass.govt.nz, and once checked the supplier will be confirmed as an authorised DPMC supplier.

If you need help or have any questions regarding this process, please email Finance.Queries@cass.govt.nz.

1. Supplier Details

Organisation Name <i>(Trading name that will appear on your invoices)</i>			
Legal Name <i>(Mandatory if different to above):</i>			
NZBN / ABN (Australia)			
Primary goods/services provided:			
Physical Address <i>(if no postal address is provided, then this is the address correspondence and remittance advices will be sent to)</i>			
Postal Address: <i>(if different from physical address)</i>			
GST No. (NZ Only)		IRD No. (NZ Only)	

Main Organisation Contact/s	Person #1	Person #2	
Contact name:			
Work phone no.			
Mobile no.			
Email address:			
Preferred contact methods (tick one)	Work Phone <input type="checkbox"/>	Mobile <input type="checkbox"/>	Email <input type="checkbox"/>

NZ Government agencies (including DPMC/NEMA) will be introducing e-Invoicing (electronic invoicing) to encourage prompt payment from January 2022.	
What financial system do you currently use?	
Are you planning on changing or updating (Yes/No)	
Is your finance system capable of utilising e-Invoicing?	Yes <input type="checkbox"/> No <input type="checkbox"/>

3. Payments contact/s	Person #1	Person #2
Contact name:		
Work phone no.		
Mobile no.		
Email address:		
Preferred contact methods (tick one)	Work Phone <input type="checkbox"/>	Mobile <input type="checkbox"/> Email <input type="checkbox"/>

4. Documentation
Attach evidence of the account the supplier wishes payment to be made to, e.g. a pre-printed bank deposit slip
We need these details to be able to pay the supplier. <input type="checkbox"/>

5. Additional Information			
No. of Employees in the supplier's business	1-5 <input type="checkbox"/>	6-19 <input type="checkbox"/>	20+ <input type="checkbox"/>
Has the supplier or any of the personnel working on the contract been a previous employee of DPMC?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Is the supplier a company domiciled outside NZ?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Is your company identified as a Maori business? ¹	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

6. Declaration
On behalf of the supplier, I declare that:
<ul style="list-style-type: none"> The information given in this registration is true and correct I am authorised to make this declaration on behalf of the supplier.

¹ The progressive procurement policy defines a Maori business as a registered business with a minimum 50 percent Maori ownership or a Maori Authority (as classified by IRD).

Name:	Job Title:
Date:	

For DPMC Use only	
Finance One Supplier Property	
Administrator:	Date:
Validator:	Date:

When we collect, use and store personal information, we comply with the Privacy Act 1993.

For further details see DPMC's privacy policy, available at www.dPMC.govt.nz

We use the information collected on this form to set up suppliers with correct details for future payments of submitted invoices.

Released under the Official Information Act 1982



Contract for Services

Contract Details

Brainbox Limited advisory services for DPMC's Disinformation Response

The Parties

The Buyer:

Department of the Prime Minister and Cabinet

NZBN 9429041904923

Parliament Buildings, Wellington 6011

and

The Supplier:

Brainbox Limited

NZBN 9429047033177

Out of Scope

The Contract

Agreement

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

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** Standard Terms and Conditions GMC Form 1 SERVICES | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- 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 Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the Buyer:


Signed for and on behalf of the Supplier:


(signature)

Out of Scope

(signature)

Name: Marika Hughes
Position: Acting Deputy Chief Executive, National Security Group
Date: Select date 29/6/2023

Name: 
Position: Director, Brainbox Institute
Date: 29 June 2023

Released under the Official Information Act 1982

Schedule 1 Description of Services

Contract Management and Personnel

Start Date	01/07/2023	Reference Schedule 2 clause 1
End Date	31/03/2024	Reference Schedule 2 clause 1
Renewal		Reference Schedule 2 clause 1

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:	s 9(2)(g)(ii)	Out of Scope
Title / position:	Senior Advisor / Project Lead	Director
Address:	DPMC National Security Group (NSG) Parliament Buildings Wellington	Out of Scope
Phone:	s 9(2)(a)	
Email:	s 9(2)(g)(ii) @dpmc.govt.nz	

Addresses for Notices

Reference Schedule 2 clause 15

	Buyer's address	Supplier's address
For the attention of:	s 9(2)(g)(ii)	Out of Scope
Email:	s 9(2)(g)(ii) @dpmc.govt.nz	
Delivery address:		
Postal address:	DPMC NSG Parliament Buildings Wellington	

Supplier's Approved Personnel

Reference Schedule 2 clause 2.4

	Approved Personnel
Position:	Director
Specialisation:	Law, public policy, technology, human rights-focused responses to disinformation

Supplier's Approved Sub-contractor

Reference Schedule 2 clause 7

	Approved Sub-contractor
Position:	Senior Consultant 1
Specialisation:	Public policy, emerging technologies, intelligence analysis, human rights-

	Approved Sub-contractor
	focused responses to disinformation

	Approved Sub-contractor
Position:	Senior Consultant 2
Specialisation:	Public policy, media engagement and communications, human rights-focused responses to disinformation

Description of Services

Context

The government is taking a practical approach to disinformation that balances a range of considerations. This includes promoting civil society leadership through a Multi-Stakeholder Group (MSG). The MSG is tasked with developing a proposal to strengthen Aotearoa New Zealand's resilience to disinformation over the longer term. The work of the MSG is intended as a practical, foundational step to improve awareness and understanding of the problem and to propose a blueprint for an enduring response. The MSG will comprise members with relevant expertise, including from civil society, academia, media, the legal community, and Te Ao Māori.

The task for the MSG is to put together a Recommendation Report/Proposal which contains recommended practices and structures, if any, for understanding and responding to disinformation, including preferred options that would be effective and acceptable in Aotearoa New Zealand. Transparency, lawfulness, and human rights protections will be important tests for its proposal, which will be subject to public scrutiny.

Description of Services

Brainbox will continue to provide impartial, independent advice and support DPMC's work programme to respond and build resilience to disinformation including supporting the Multi-Stakeholder Group (MSG).

All work will be tasked by DPMC, not by co-chairs or members of the multistakeholder group. This includes:

- Bespoke expert advice as required to support the MSG's discussions and navigate complex issues effectively ensuring alignment with international best practice, transparency and human rights.
- Provide research for the MSG which may also form part of the Recommendation Report/Proposal. This support can take various forms, including providing briefings to the group on specific topics, delivering presentations to share insights or findings, and offering guidance on best practices or potential strategies. The supplier's expertise will contribute to the overall quality and depth of the discussions, ensuring that the group benefits from informed perspectives and sound recommendations.
- Assist with any review of the draft Recommendation Report/Proposal (expected November 2024) providing critical analysis, independent advice and raising any issues or inconsistencies.
- Assist with any changes required to the terms of reference.
- Identify risks, issues, obstacles, opportunities, or areas of law and policy that require further work or external advice.
- Identify issues and opportunities as they arise in relation to this work that DPMC and/or the multistakeholder group should be aware of and navigate.
- Attend meetings, be available over email, phone and Microsoft teams as required.

The services do not include:

Legal advice that requires a practising certificate.

Deliverables and Milestones

Specific tasks are listed in the deliverables/milestone table below and are indicative, with the Buyer and the Supplier to revise these in response to emerging circumstances.

Deliverable/Milestone	Performance Standards	Invoice date
International approaches	Review current international approaches by other liberal democracies. Briefing on differences and similarities and differences	20/08/2023
Current legal landscape	Review of current legal parameters affecting the information environment Briefing of domestic legal parameters and international influences e.g US based legislation on internet government for US based tech companies Identify clear parameters of mandate for any proposed NGO	20/09/2023
Alternative funding sources for any proposed non-government organisation	Review of current philanthropic landscape domestic and international	20/10/2023
Recommendation Report/Proposal	Review Recommendation Report/Proposal and provide feedback to DPMC	20/11/2023

Specific code of conduct / policies / health & safety / protective security / legislative requirement

Health & Safety

The Supplier will:

- consult, cooperate and coordinate with the Buyer to the extent required by the Buyer to ensure that the Buyer and the Supplier will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Contract;
- perform its, and ensure that its Personnel perform their, obligations under the Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015;
- comply with all reasonable directions of the Buyer relating to health, safety and security; and
- report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Buyer to the extent that it relates to, or affects, the Contract.

Charges

The following section sets out the Charges. 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 and Daily Allowances. The Charges for this Contract are set out below.

Fees

Reference Schedule 2 clause 3

The Supplier's Fees will be calculated as follows:

Hourly Fee Rate

For each hour worked an Hourly Fee Rate as specified below excluding GST, up to a total maximum of \$177,771.00 excluding GST.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

Roles	Hourly Rate
Director	s 9(2)(b)(ii)
Senior Consultant 1	
Senior Consultant 2	

Expenses

Reference Schedule 2 clause 3

Actual and reasonable — general Expenses

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to a total maximum amount of \$2500.00 excluding GST provided that:

- the Buyer has given prior written consent to the Supplier incurring the Expense
- the Expense is charged at actual and reasonable cost, and
- the claim for Expenses is supported by GST receipts.

Expenses summary	Estimated Cost
Flights and accommodation (if required)	\$2500.00
Total	\$2500.00

Daily Allowance

Reference Schedule 2 clause 3

No Daily Allowances are payable.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

At the end of the month, for Services delivered during that month.

Address for invoices

Reference Schedule 2 clause 3

Buyer's address	
For the attention of:	s 9(2)(g)(ii)
Address:	dpmcinvoices@cass.govt.nz

Other instructions about invoices

The Supplier must include cost code 115 on each invoice, and the invoice must be in pdf format.

Insurance

Reference 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 Schedule 2 and attachments

Set out any changes to clauses in Schedule 2 and/or any new clauses that are in addition to Schedule 2

Attachments

Reference 'Contract documents' described at Page 1


- The contracted personnel will complete Attachment 1: Declaration relating to a Contract for Services with the Department of the Prime Minister and Cabinet

Released under the Official Information Act 1982

Attachment 1: Declaration relating to a Contract for Services with the Department of the Prime Minister and Cabinet

The Supplier must sign this declaration prior to commencing any work for the Buyer.

Name of Contract	Contract for Service relating to Advisory Services for DPMC’s Disinformation Response						
Supplier	Brainbox Limited.						
Relationship with Contract	Capitalised terms in this declaration have the meaning given to those terms in the Contract. Nothing in this declaration overrides or affects the terms of clauses 9 and 13 of Schedule 2 of the Contract and the Supplier must ensure it is familiar with those clauses.						
Confidentiality Reference Schedule 2 clause 13	The Supplier undertakes: <ol style="list-style-type: none"> to be discreet in all matters relating to the Buyer and the New Zealand Government; not to read, copy, remove or access any information held on any Buyer premises other than to perform its obligations under the Contract; not to use such information to gain personal material advantage or for financial benefit for any other person or organisation; to comply with clause 13 of Schedule 2 of the Contract; and to honour this declaration after the end of this Contract. 						
Code of Conduct	The Supplier undertakes during the period of this Contract to comply with the following documents: <ol style="list-style-type: none"> Department of the Prime Minister and Cabinet’s (DPMC) Code of Conduct and the Code of Conduct for the State Services (as updated from time to time by the State Services Commission) relevant to the Services being provided; All DPMC Policies relevant to Services being provided, including the Social Media Policy. 						
Conflicts of Interests	<ol style="list-style-type: none"> The Supplier undertakes that it has made diligent enquiries of whether the Supplier, (including any of the Supplier’s personnel and sub-contractors completing the services) have any actual, potential or perceived conflicts of interest in relation to this contract and the services being provided, and confirms that no conflict of interest have been identified, except as set out in (c) below; The Supplier confirms that they will tell DPMC immediately, in writing, if any conflict of interest arises in relation to the Services. Conflicts of interest to be disclosed (if applicable) <table border="1" data-bbox="375 1310 1316 2092"> <thead> <tr> <th>Name of Supplier or Personnel</th> <th>Nature of conflict and how it will be managed</th> </tr> </thead> <tbody> <tr> <td>Brainbox</td> <td>Project lead, Action Coalition on Meaningful Transparency. In its capacity as project lead, Brainbox is managing relationships with a range of entities potentially relevant to this contract. This work is consistent with, and supportive of, this contract because it relates to human rights protections to support investigations into the information environment. Brainbox’s interests in effective public policy that promotes human rights is consistent across all contracts.</td> </tr> <tr> <td>Brainbox</td> <td>Content regulatory frameworks in New Zealand – work funded by Borrin Foundation NZ and InternetNZ. Brainbox is funded to produce legal research on how to define disinformation as a public policy problem and potential legal interventions for responding to the problem. Brainbox is managing relationships with a range of entities potentially relevant to this contract. This work is consistent with, and supportive of, this contract because it relates to human rights protections in a context where state and non-state actions may be justified in responding to harmful behaviour enacted through online communications. Brainbox’s interests in effective public policy that promotes human rights is consistent across all contracts.</td> </tr> </tbody> </table>	Name of Supplier or Personnel	Nature of conflict and how it will be managed	Brainbox	Project lead, Action Coalition on Meaningful Transparency. In its capacity as project lead, Brainbox is managing relationships with a range of entities potentially relevant to this contract. This work is consistent with, and supportive of, this contract because it relates to human rights protections to support investigations into the information environment. Brainbox’s interests in effective public policy that promotes human rights is consistent across all contracts.	Brainbox	Content regulatory frameworks in New Zealand – work funded by Borrin Foundation NZ and InternetNZ. Brainbox is funded to produce legal research on how to define disinformation as a public policy problem and potential legal interventions for responding to the problem. Brainbox is managing relationships with a range of entities potentially relevant to this contract. This work is consistent with, and supportive of, this contract because it relates to human rights protections in a context where state and non-state actions may be justified in responding to harmful behaviour enacted through online communications. Brainbox’s interests in effective public policy that promotes human rights is consistent across all contracts.
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Signature	The Supplier makes this declaration after due enquiry and agrees to be bound by it.	
	For and behalf of the Supplier	
	Out of Scope 	
	Title: Director	Date: 29 June 2023

Released under the Official Information Act 1982



DPMC Procurement Plan

Interim Initiatives to Respond to Disinformation

To:	Clare Ward, Executive Director, SGE, DPMC	Copy to:	§ 9(2)(g)(ii), Senior Procurement Advisor § 9(2)(g)(ii) Special Advisor
From:	§ 9(2)(g)(ii) Senior Advisor, Security and Intelligence Policy, and Tony Lynch, DCE, NSG	Date:	6/04/2023

Procurement details	
Name of Procurement	Interim Initiatives to Respond to Disinformation
Summary of Procurement	<p>The Department of the Prime Minister and Cabinet's (DPMC's) National Security Group (NSG) is commencing a disinformation work programme consisting of a set of "interim initiatives" to strengthen whole of society resilience to the challenges of disinformation. The programme consists of four workstreams:</p> <p>Out of Scope</p> <p>D. Multi-stakeholder approach to establish the proposed non-government entity to strengthen resilience to disinformation on a long-term basis.</p> <p>Out of Scope</p> <p>The last workstream (D) is to convene a multi stakeholder group to frame a proposal for a potential counter-disinformation entity, which will include direct sourcing of some services from the Chair.</p>
Background	<p>In December 2022, Cabinet approved the transfer of \$4.9m to NSG from the COVID-19 response to implement interim initiatives to respond to the challenges of disinformation [Cabinet paper CAB-22-Min-0604].</p> <p>The disinformation work programme recognises the need for a long-term response that builds capability to combat the harms from disinformation. Due to the complexity of the issues, and, critically, the need to ensure freedom of expression, uphold privacy and a free, open, and secure internet, it is important that this work is primarily driven from outside government, where multiple stakeholders, such as civil society organisations, academia, and media contribute to a whole of society approach. This work programme is</p>

Procurement of Interim Initiatives to Respond to Disinformation

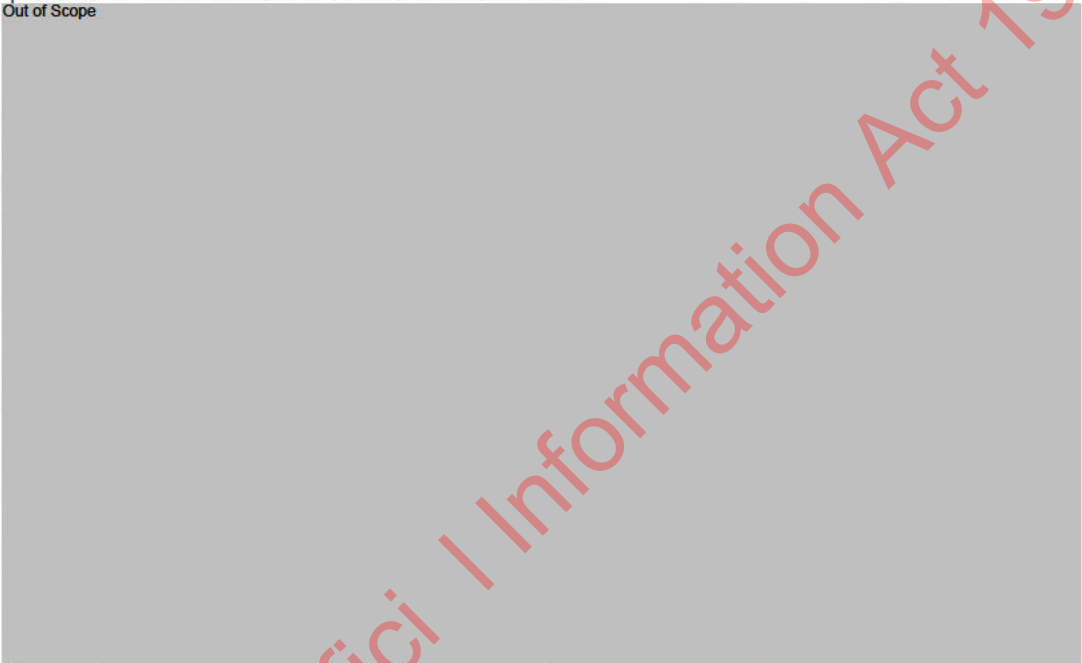
~~IN CONFIDENCE~~ UNCLASSIFIED

coordinated with the Foreign Interference work programme but has a focus on New Zealand's specific needs and information environment.

Cabinet agreed that any funding committed^d in 2022/23 for the disinformation response activities be available to carry forward to 2023/24, to ensure funding remains available for this work.

The initiatives from the \$4.9m funding envelope are as follows, with indicative cost estimates as presented in initial advice to the Prime Minister in 2022:

Out of Scope



D	Support for a multi-stakeholder approach to establish the proposed non-government entity (Resources for Oversight Group)	Convening an external multi-stakeholder group to explore potential for a non-government entity to strengthen resilience to disinformation affecting New Zealand.	\$1m
	Agency overheads to procure and implement initiatives	Procurement processes, contract monitoring, stakeholder management.	\$0.4m

Out of Scope

The workstreams set out in this Procurement Plan are directed at the problem of disinformation broadly, and the long-term challenges it poses to New Zealand's social cohesion, democratic norms, and national security. This work is not directed specifically at the upcoming 2023 New Zealand General Election. However, we recognise that disinformation in relation to the general election is a matter of public concern, and this will be taken into account (for example, the monitoring and insights workstream will commission monitoring of contemporary disinformation narratives during the election period).

The multi stakeholder group will develop a proposal for the scope, form, and function of a non-government organisation. In due course, government would take a decision on whether to fund a proposal developed by the multi-stakeholder group (through a future Budget). Independent funding sources could also be sought for the entity.

	<p>The removal of "Fact Checking" as a workstream</p> <p>Previous advice had considered the possibility of a standalone workstream to fund a fact checking network in New Zealand. Many like-minded liberal democratic governments around the world do provide grant funding for fact-checking organisations. However, there are also valid concerns about the potential for government-funded fact-checking to be perceived or in reality biased or influenced by political agendas or funding incentives.</p> <p>If DPMC were to directly fund fact-checking organizations, this could raise questions about whether those organisations are truly independent and objective in their work. It could also impose constraints on the fact checker to fact-check claims made by politicians or government officials who have provided funding. To avoid these potential conflicts of interest, many overseas fact-checking organizations rely on funding from a diverse range of sources, including private foundations, individual donors, and crowdfunding.</p>
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Out of Scope

<p>Probity considerations</p>	<p>All staff and contractors involved in these procurements will:</p> <ul style="list-style-type: none"> Act fairly, impartially and with integrity, acting lawfully and being accountable and transparent Ensure compliance with DPMC's code of conduct and other policies Ensure approval has been obtained from the person with delegated financial authority for the expenditure before approaching potential suppliers Identify and effectively manage all conflicts of interest. In particular, the process developed for ensuring appropriate separation between DPMC engagement with the Multi Stakeholder Group, and DPMC engagement with any of its participants who engage in the procurement process, will be followed, and documented. Protect the suppliers' commercially sensitive and confidential information. Balance the public interest in transparency with mitigations to the risk to personal security of the consultants by association with DPMC work on disinformation. <p>Probity will be managed by § 9(2)(g)(ii) Special Advisor with advice from § 9(2)(g)(ii) Senior Procurement Advisor, SGE</p>
<p>Personnel involved</p>	<p>Author & Business Lead: § 9(2)(g)(ii) Senior Advisor, Disinformation Procurement Lead: § 9(2)(g)(ii) Procurement Advisor Peer Reviewer: § 9(2)(g)(ii) Special Advisor Approver of Procurement Plan: Clare Ward, Executive Director Budget Holder: Tony Lynch, Deputy Chief Executive of National Security Group Delegated Financial Authority: Rebecca Kitteridge, Chief Executive Evaluation Panel: Refer Appendix A.</p>
<p>Conflicts of interest</p>	<p>All involved in this procurement have submitted and signed conflict of interest declarations at the start of these procurement activities. Conflict of interest will be managed throughout the procurement activities including during contract management. Conflict of Interest Declarations & Management Plans are filed in DPMC iManage [PMC-POL-6-26-2-3-1-1]</p>

Conflicts of interest will be managed by: s 9(2)(g)(ii) Special Advisor with advice from s 9(2)(g)(iii) Senior Procurement Advisor, SGE

Procurement Approach

Problem statement

This procurement programme aims to address three problems:

1. New Zealand's understanding of the problem of disinformation

There is currently a very limited, emergent, and dispersed capability to analyse and understand disinformation narratives in New Zealand's online information ecosystems. This undermines the ability for government and others across society to understand the extent of the problem and undertake effective action to counter disinformation and build societal resilience to its harms.

2. New Zealand's current domestic capacity and capability

As the current domestic capacity is underfunded, dispersed, and fragmented, there is a need both to strengthen the capability of individual counter-disinformation actors, and to support networking and cohesion across the counter-disinformation ecosystem, building capacity and capability in line with international best practice. This domestic capability could then form the basis of a more enduring and consolidated structure through the non-government entity proposal.

3. Government's ability to respond to disinformation as a national threat

Democratic governments around the world are grappling with the challenges of disinformation, misinformation, and mal information (here referred to collectively as disinformation). Public consultation on the National Security Long Term Insights Briefing identified disinformation as second only to natural hazards in New Zealanders' assessment of threats to our security.

The government has opted for a long-term and holistic approach to combat disinformation instead of establishing a dedicated machinery within the government. The Department of the Prime Minister and Cabinet (DPMC) is leading the effort to build capacity and capability across government and civil society to understand and respond to disinformation. This approach maintains boundaries around government's role, while using the convening and funding power of government to help mobilise civil society for an enduring response to disinformation.

Recognising that enduring solutions reach far beyond the national security sector, the "interim initiatives" associated with this procurement are intended as an initial step to improve awareness and understanding of the problem, and lay the foundation for a longer-term response.

Objective

The objective of this work is to:

1. Improve understanding of the problem of disinformation in Aotearoa
2. Strengthen and network counter-disinformation actors, and
3. Create the basis for an enduring capability to understand and respond to disinformation outside government.

Most disinformation is lawful and fits within definitions of protected speech. An appropriate degree of independence from government will be important to mitigate both legitimate and perceived concerns around privacy, freedom of expression, government surveillance, and government influence over public discourse.

Experience to date suggests that a cohesive, enduring response to disinformation will not form organically without the convening and resourcing power of government. This procurement activity will strengthen understanding, build capacity, drive coordination and

collaboration, and create the basis for an enduring civil society response, potentially in the form of a standalone non-government entity.

Stakeholders

The key internal stakeholders impacted by this procurement are:

Stakeholder Group	Who	Level and Reason for interest	RASCI Role
NSG	Tony Lynch	Business Owner	Responsible
PCVE (Preventing and Countering Violent Extremism) Fund	§ 9(2)(g)(ii)	Some of the same suppliers as this procurement may engage	Consulted
Brainbox ¹	§ 9(2)(a)	Project Advisor	Supportive
NSG internal comms	§ 9(2)(g)(ii)	Project Comms	Supportive

The key external stakeholders are:

Stakeholder Group	Who	Level and Reason for interest	RASCI Role
Suppliers	Various	Bidding for the work	Consulted/Informed
Iwi/Māori	National Iwi Chairs Forum	Te Ao Māori perspective	Consulted
Other Agencies	DIA, MCH, NZ Police, NZIC, MBIE, other agencies	Agency interests	Consulted
Long-term Insights Briefing (LTIB) respondents	Multiple	Interested citizens	Informed (e.g., through DPMC website)

How do we plan to communicate with the stakeholders?

RASCI Role	Method	Timing
Responsible	Team meetings/ face to face	Weekly
Accountable	Team meetings/ face to face	Weekly
Supportive	meetings/ emails	As required
Consulted	Meetings in person and online/ GETS advanced notice	As required
Informed	Meetings in person and online/ GETS advanced notice	As required

Description of requirements

Although we have some expertise in the workstreams and overseas examples that guide our understanding, this area of work is relatively novel and there are aspects where we will require innovative responses from suppliers. To assist, we have procured specialist advisory services from the consultancy firm Brainbox Ltd to inform and challenge our thinking, support our stakeholder engagement, and help refine our requirements.

Requirements will be different for each of the workstreams. Appendix B sets out our high-level requirements by workstream.

General requirements:

- Respondents should demonstrate a deep understanding of the New Zealand local social and political context.
- Respondents should demonstrate existing knowledge and interest in Aotearoa’s disinformation environment.
- Respondents should demonstrate the ability to ensure compliance with New Zealand regulatory requirements.

¹ Brainbox is an external party, however engaged as an internal stakeholder in this procurement

- Respondents should demonstrate commitment to collaboration across New Zealand society in countering disinformation.

The workstream-specific requirements set out in Appendix B will be further tested and refined for development into the RFP document for the Monitoring Insights Workstream A, and corresponding processes for the other workstreams.

Past procurement activity or contracts

In 2022, six suppliers identified through market analysis were invited to respond to a closed RFP for COVID 19 Group's Landscape Reporting 2022. The RFP aimed to procure social media analysis to greater understand the spread of misinformation narratives in the context of COVID-19. Only two suppliers submitted a response, and one was selected to deliver part of the services tendered for.

This past procurement activity, and the services that were supplied, has helped to inform this Procurement Plan. DPMC is now much clearer about the market, its capability to deliver (both strengths and weaknesses), and about our requirements for services. This has been supported by the June 2022 Brainbox Ltd report “Appropriate Frameworks for Social Media Analysis in Aotearoa New Zealand”.

Market analysis

The delivery of these services requires specialist knowledge and expertise. The Government is, at present, the only buyer in the New Zealand market. Market analysis has identified that:

- Across most procurement workstreams a small number of known potential suppliers currently exist. This is particularly the case for the Monitoring and Insights Workstream (A). Across Workstreams B and C there are a larger number of potential entities which could receive funding, but only one or two which could administer and distribute funding with the required degree of reliability and credibility.
- Current counter-disinformation actors we have identified are not on All-of-Government (AoG) supplier panels. Some major multinationals represented on AoG panels could potentially leverage their resources to respond to a tender but are not current practitioners in this area in Aotearoa and would not contribute to building capacity within New Zealand civil society.
- International suppliers may have the required level of expertise to provide monitoring and insights, however our requirements include an in depth understanding of the unique New Zealand context which is likely to preclude international suppliers (unless working in close partnership with New Zealand-based practitioners). International suppliers would also have a limited role in the capacity-building and networking dimensions of our requirements (i.e., could supply expertise but will not of themselves build capacity or networks).

The following is an overview of the market:

	Workstream	Examples
Out of Scope		

	<p>Out of Scope</p> <table border="1" data-bbox="414 436 1551 555"> <tr> <td data-bbox="414 436 486 555">D</td> <td data-bbox="486 436 758 555">Multi Stakeholder Group (Possible members)</td> <td data-bbox="758 436 1551 555">A diverse group of 8-10 members drawn from a representative range of current practitioners, NGOs, Te Ao Māori worldviews, and specialist (e.g., media or legal) knowledge and experience.</td> </tr> </table>	D	Multi Stakeholder Group (Possible members)	A diverse group of 8-10 members drawn from a representative range of current practitioners, NGOs, Te Ao Māori worldviews, and specialist (e.g., media or legal) knowledge and experience.
D	Multi Stakeholder Group (Possible members)	A diverse group of 8-10 members drawn from a representative range of current practitioners, NGOs, Te Ao Māori worldviews, and specialist (e.g., media or legal) knowledge and experience.		
<p>Procurement approach</p>	<p>Out of Scope</p> <p>For Workstream D:</p> <ul style="list-style-type: none"> • Participants will be identified and appointed to the Multi Stakeholder Group. • A direct contract for services will be established with the chairperson(s) for the group (where they are not represented on an existing supplier panel), recognising the contribution which will be required from them to the development of the proposal which extends beyond the chair function. Individual members will be compensated for their participation consistent with standard rates as set out in the Cabinet Office guidelines CO (22) 2 <i>Revised Fees Framework for member appointed to bodies in which the Crown has interest</i>. • An application to opt-out of the Government Procurement Rules is submitted as part of this Procurement Plan • The business requirements will be discussed with selected members 			

- The Evaluation Methodology for the direct source is detailed in Appendix A.

Suppliers

The processes for identifying supplier(s) that will be engaged to respond to this opportunity are:

#	Interim Initiatives	Procurement type	Identification of supplier
Out of Scope			
3	D. Multi-stakeholder Group	Members by appointment. Direct Procurement of contract for services from Chair/s for additional contributions required.	These members are currently being engaged. They were initially identified through an evolving consultation process with suppliers, academics, think tanks and international practitioners.

Out of Scope

Out of Scope

Workstream D

For this workstream, the pool of potential suppliers is limited to one or two individuals (i.e., the person or persons appointed as Chair or Co-Chairs of the Multi Stakeholder Group). Although there is a compelling case for an opt-out under Rule 12 (3) (m) (iii) as above, we intend to apply the more limited exemption to openly advertise under Rule 14 (c) (9) (i) above to proceed with a direct procurement process.

Compensation for participants will be in line with the Cabinet Office guidelines in CO (22) *Revised Fees Framework for member appointed to bodies in which the Crown has interest*. Logistic arrangements for meetings will be procured in line with the usual travel, accommodation etc processes.

Added value

Broader Outcomes

As this procurement is centred on the domestic disinformation environment requiring extensive knowledge of New Zealand conditions, these procurements are highly likely to provide opportunities for New Zealand providers.

We intend to engage with more than one preferred supplier for monitoring and insights, additionally we intend for the NGO administered fund to be available to a wide range of potential applicants. Therefore, these procurement workstreams will support Broader Outcome 1, Increasing New Zealand Business Access, under Government Procurement Rule 17. We require specialist expertise in monitoring, analysing, fact-checking, and responding to disinformation which is currently held in small number of early stage academic and commercial enterprises. Developing the NZ counter-disinformation ecosystem, an express objective of this procurement, will grow New Zealand small business/non-profit providers, as the local knowledge we require is unlikely to be held offshore, intensifying the opportunity for New Zealand suppliers.

Part of this work programme and procurement is to better understand the impact of disinformation on Māori and Pasifika communities, and to build resilience within those communities. This is likely to present opportunities for Māori and Pasifika suppliers, including those who developed expertise in this area in responding to Covid-19 mis and disinformation during the pandemic response. This will be enabled by the NGO-administered capacity-building fund, which will be open to applications from a wide range of entities.

Contract term & renewal

Start Date:	30/06/2023	End Date:	30/06/2024
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Dates may vary depending on outcomes from contract negotiations.

The form of contract will be a Government Model Contract (GMC) for Services. If the successful respondent were a member of the All-of-Government (AoG) Consultancy Supplier Panel, the contract would be a Consultant Service Order (CSO).

Health & safety

This subject area attracts a spectrum which includes violent extremist attention. The changing disinformation landscape in Aotearoa means that civil society operators with a public profile in this area already have significant, in some cases severe, concerns about personal safety. Our intention is to provide contractors, consultants, partners, and stakeholders in this space with clear advice on the limits of our ability to protect their privacy to assist with health and safety concerns. DPMC Legal, Health and Safety have been engaged to advise and assist.

	<p>This risk to personal safety and security will need to be taken into account throughout the procurement process, including through in the selection of open or closed processes, and in light of the possibility of vexatious and malicious information requests and complaints from disinformation actors.</p> <p>Out of Scope</p>
Security & privacy	<p>The suppliers are not expected to require any particular security clearances or access to complete this work. The security dimensions of any research or preparatory work on context and relevant regulations will also be managed through document classification practices, in particular the fact that the reports resulting from these procurements will be held by DPMC and marked with an appropriate classification.</p>
Risk Assessment	<p>Key procurement and contract management risks related to these procurements have been identified and rated using the scale below. Mitigation actions are also detailed in the table.</p>

		THREATS CONSEQUENCE			
		Minor	Moderate	Major	Severe
LIKELIHOOD	Almost Certain	Medium	High	Extreme	Extreme
	Likely	Low	High	High	Extreme
	Possible	Low	Medium	High	High
	Unlikely	Very Low	Low	Medium	High
	Rare	Very Low	Low	Medium	Medium

Risk	Mitigation action	Rating Category	Owner
1. Procurement process: Risk that no supplier puts forward an acceptable proposal	<ul style="list-style-type: none"> Engagement with a range of known suppliers to ensure that requirements are clearly communicated, and the procurement is well planned We have engaged Brainbox to provide expert advice on requirements definition for RFP's Apply rapid responsiveness in answering questions from potential tender respondents Out of Scope 	Medium	s 9(2)(g)(ii)
2. Contract management: Delivery take longer than expected	<ul style="list-style-type: none"> Regular engagement with the chosen supplier to provide updates on timelines, so that any slippage can be identified in advance and communicated to key stakeholders 	Medium	s 9(2)(g)(ii)

3. Procurement process: Proposed methodology is of an insufficient quality	<ul style="list-style-type: none"> Emphasise for evaluation panel importance of fit for purpose methodology Select a supplier that has knowledge of the sector and a proven track record of delivering services of this nature. 	Medium	Evaluation Panel
4. Procurement & contract management process: Sensitive Information is leaked	<ul style="list-style-type: none"> Tight management of information distribution and communication using DPMC established procedures 	Low	s 9(2)(g)(ii)
5. Procurement process: Challenging deadlines	<ul style="list-style-type: none"> Secure commitment from internal resources e.g., members of tender evaluation panel and decision authority Expert resource engaged to manage procurement process 	High	s 9(2)(g)(ii)


Estimated Whole of Life Cost & Budget

Estimated Whole of Life Cost	Product/service line item and/or Deliverables for payment	Amount (excl. GST)
	Out of Scope	
	Workstream D (Chair services, chair and member compensation, logistics - excludes Secretariat).	\$500,000
	Total	Out of Scope

Out of Scope



Endorsement and approval

Budget Approval	In approving this Procurement Plan, and the approach to market, I confirm:	
	a) The whole of life value of the procurement is within my budget allocation, and there is budget available.	YES
	Name: Tony Lynch, Deputy Chief Executive, National Security Group	
Signature:		Date: 11/04/2023

**DPMC
Procurement/Legal
Endorsement**

Procurement/Legal comment: Based on the market analysis undertaken by NSG (described in this Procurement Plan) and my engagement with the project team, the procurement approaches for each workstream appear to be well-considered and appropriate in respect of the specialised nature of expertise required to deliver the services, health and safety considerations and availability of suppliers in the market able to meet the requirements. The procurement approaches are:

- Out of Scope [Redacted]
- Workstream D: Direct source approach to engage individuals/consultants with required expertise.

In relation to Workstream ^{Out of} D, while there are grounds to request an opt out from applying the Government Procurement Rules under Rule 12 (3) m (iii): Military and security interests, market analysis indicates that exemptions from open advertising could also be granted under Rule 14 (9) (c) (i): Only one supplier due to the limited number of suppliers in the market able to meet the requirements.

Name: ^{s 9(2)(g)} Senior Procurement Advisor, SGE

^{s 9(2)(g)(ii)}

Signature: [Redacted] Date: 13/04/2023

**Approval of
Procurement Plan
over \$100K**

It is recommended that you:

^{Out of Scope} [Redacted]

- | | |
|--|-----|
| c) Note the justification to be exempt from open advertising under Rule 14 (9) (c) (i): Only one supplier in relation to meeting the requirements of Workstream D | YES |
| d) Approve the procurement approaches set out in this Procurement Plan, which include an exemption from open advertising under Rule 14 (9) (c) (i) Only one supplier | YES |

Name: Clare Ward, Executive Director, Strategy, Governance and Engagement

Clare Ward

Signature: [Redacted] Date: 24/04/2023

Thanks for the changes you've made to this plan in response to my initial feedback. It would be good to keep your response email (dated 18 April 2023) with this signed plan for future reference. As you proceed with this procurement please ensure that:

1. Work procured is valuable in the context of their being no commitment to ongoing funding. This means that work commissioned should be useful to others and shared widely (where appropriate)
2. Procurement documents and conversations don't commit the Government to providing future funding. This is a political decision and they shouldn't be backed into a corner.
3. Keep a track of headroom within the MCA so that we know early if there isn't sufficient funding to carry forward. I note your advice that Finance advise that this shouldn't be a problem
4. Ensure that the project as a whole, the procurement in this plan and the staff resourcing that Rebecca is being asked to sign off, remains within the \$4.9m appropriated.

Appendix B: Requirements

#	Workstream	Market Approach	Requirements	Form
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Out of Scope

Procurement of Interim Initiatives to Respond to Disinformation

~~IN CONFIDENCE~~ UNCLASSIFIED

Out of Scope

E	Multi Stakeholder Group	Procurement 3 Chair and members by appointment. Direct sourcing to engage Chair to undertake additional work to develop proposal.	Convene an external multi-stakeholder group to explore potential for a non-government entity to strengthen resilience to disinformation affecting New Zealand.	Appoint a chair to convene a series of initial meetings of key stakeholders to further develop the entity proposal. Reimburse key stakeholders for their time contributed to the work. Interim support services as required (project management, analysis, secretariat).
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Out of Scope

CUSHEN CONSULTING

TAX INVOICE

Cushen Consulting
NZBN: 9429050931620

Out of Scope

Department of Prime Minister & Cabinet

Invoice number: **INV-2465240**

GST number: **Out of Scope**

Invoice date: 04/12/2023

Payment due: 21/12/2023

PO number: Cost Code: 115-305

Period start: 01/11/2023

Period end: 01/12/2023

Description	Qty	Unit Price	GST	Total (excl GST)
MSG Meeting - 2 November	1.50	\$116.15	\$26.13	\$174.23
Preparation for MSG Meeting 2 Nov	1.50	\$116.15	\$26.13	\$174.23
MSG Meeting - 16 November	1.50	\$116.15	\$26.13	\$174.23
Preparation for MSG Meeting 16 November	1.50	\$116.15	\$26.13	\$174.23
MSG Meeting - 22 November	1.50	\$116.15	\$26.13	\$174.23
Preparation for MSG Meeting 22 November	1.50	\$116.15	\$26.13	\$174.23
MSG Meeting - 29 November	1.50	\$116.15	\$26.13	\$174.23
Preparation for MSG Meeting 29 November	1.50	\$116.15	\$26.13	\$174.23
Additional chair responsibilities, including drafting review, planning, secretariat and group management - November	38.00	\$116.15	\$662.06	\$4,413.70

Subtotal (excl GST): \$5,807.50

Total GST: \$871.10

Amount due: \$6,678.60 NZD

Please make payment to:
Cushen Consulting (via Hnry)

Out of Scope

CUSHEN CONSULTING

TAX INVOICE

Cushen Consulting
NZBN: 9429050931620

Out of Scope

Department of Prime Minister & Cabinet

Invoice number: **INV-2572456**

GST number: **Out of Scope**

Invoice date: 29/12/2023

Payment due: 20/01/2024

PO number: Cost Code: 115-305

Period start: 01/11/2023

Period end: 01/12/2023

Description	Qty	Unit Price	GST	Total (excl GST)
MSG Meeting - 8 December	4.00	\$116.15	\$69.69	\$464.60
Preparation for MSG Meeting 8 December	4.00	\$116.15	\$69.69	\$464.60
MSG Meeting - 14 December	2.00	\$116.15	\$34.85	\$232.30
Preparation for MSG Meeting 14 December	2.00	\$116.15	\$34.85	\$232.30
Additional chair responsibilities, including drafting review, planning, secretariat and group management - November	34.00	\$116.15	\$592.37	\$3,949.10
Expense: Parking for MSG Meeting 08/12	1.00	\$48.39	\$7.26	\$48.39

Subtotal (excl GST): \$5,391.29

Total GST: \$808.71

Amount due: \$6,200.00 NZD

Please make payment to:

Cushen Consulting (via Hrvy)

Out of Scope

When paying, please use the reference: **INV-2572456**

For any queries relating to this Invoice please contact Cushen Consulting

Department of Prime Minister & Cabinet

Invoice number: **INV-2715532**

GST number: **Out of Scope**

Invoice date: 01/02/2024

Payment due: 23/02/2024

PO number: Cost Code: 115-305

Period start: 08/01/2024

Period end: 31/01/2024

Description	Qty	Unit Price	GST	Total (excl GST)
Editing and refinement of Group report.	28.00	\$116.15	\$487.83	\$3,252.20
Subtotal (excl GST):				\$3,252.20
Total GST:				\$487.83
Amount due:				\$3,740.03 NZD

Please make payment to:
Cushen Consulting (via Hnry)

Out of Scope

When paying, please use the reference: **INV-2715532**

For any queries relating to this Invoice please contact Cushen Consulting

CUSHEN CONSULTING

TAX INVOICE

Cushen Consulting
NZBN: 9429050931620

Out of Scope

Department of Prime Minister & Cabinet

Invoice number: **INV-2873395**

GST number: Out of Scope

Invoice date: 01/03/2024

Payment due: 23/03/2024

PO number: Cost Code: 115-305

Period start: 01/02/2024

Period end: 29/02/2024

Description	Qty	Unit Price	GST	Total (excl GST)
Group engagement, editing and refinement of Group report.	30.00	\$116.15	\$522.68	\$3,484.50

Subtotal (excl GST): \$3,484.50

Total GST: \$522.68

Amount due: \$4,007.18 NZD

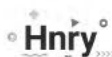
Please make payment to:

Cushen Consulting (via Hnry)

Account number: Out of Scope

When paying, please use the reference: INV-2873395

For any queries relating to this Invoice please contact Cushen Consulting



Powered by Hnry

Department of Prime Minister & Cabinet

Invoice number: **INV-3036477**

GST number: **Out of Scope**

Invoice date: 28/03/2024

Payment due: 21/04/2024

PO number: Cost Code: 115-305

Period start: 01/03/2024

Period end: 28/03/2024

Description	Qty	Unit Price	GST	Total (excl GST)
Group engagement, editing and finalisation of Group report.	16.00	\$116.15	\$278.76	\$1,858.40

Subtotal (excl GST): \$1,858.40

Total GST: \$278.76

Amount due: \$2,137.16 NZD

Please make payment to:

Cushen Consulting (via Hnry)

Account number: **Out of Scope**

When paying, please use the reference: INV-3036477

For any queries relating to this Invoice please contact Cushen Consulting



Department of Prime Minister & Cabinet

Invoice number: **INV-3274087**

GST number: **Out of Scope**

Invoice date: 01/05/2024

Payment due: 23/05/2024

PO number: Cost Code: 115-305

Description	Qty	Unit Price	GST	Total (excl GST)
Engagement with officials and group members post report finalisation.	8.00	\$116.15	\$139.38	\$929.20

Subtotal (excl GST): \$929.20

Total GST: \$139.38

Amount due: \$1,068.58 NZD

Please make payment to:

Cushen Consulting (via Hnry)

Out of Scope

When paying, please use the reference: **INV-3274087**

For any queries relating to this Invoice please contact Cushen Consulting

TAX INVOICE: DPMC-240131

Multi-stakeholder Group

Ki a: Department of the Prime Minister and Cabinet

Executive Wing, The Beehive, Wellington

Mai i a: Paua Interface Ltd

Out of Scope

Cost code 115-305

GST Out of Scope

From 17 Sep 23 to 31 Jan 2024

DATE	DESCRIPTION	HOURS	SUBTOTAL	GST	TOTAL
	Admin, emails, calls, reading (various)	37	\$4,297.55	\$644.63	\$4,942.18
17 Sep 23	Co-chair hui	1.25	\$145.19	\$21.78	\$166.97
18 Sep 23	Co-chair and secretariat hui	1.25	\$145.19	\$21.78	\$166.97
20 Sep 23	Speaker slot	2	\$232.30	\$34.85	\$267.15
21 Sep 23	Co-chair and secretariat hui	0.5	\$58.08	\$8.71	\$66.79
22 Sep 23	Co-chair hui	0.5	\$58.08	\$8.71	\$66.79
24 Sep 23	Draft agenda	0.5	\$58.08	\$8.71	\$66.79
26 Sep 23	Co-chair hui, another with msg member, subsequent mtgs	2.5	\$290.38	\$43.56	\$333.93
27 Sep 23	Issue with member and notes	3	\$348.45	\$52.27	\$400.72
28 Sep 23	Co-chair and secretariat hui, preparation staged process	2	\$232.30	\$34.85	\$267.15
29 Sep 23	Co-chair hui	0.5	\$58.08	\$8.71	\$66.79
4 Oct 23	Co-chair and secretariat hui	1	\$116.15	\$17.42	\$133.57
4 Oct 23	Proposed updated process	1	\$116.15	\$17.42	\$133.57
11 Oct 23	Co-chair and secretariat hui	4	\$464.60	\$69.69	\$534.29
12 Oct 23	Co-chair and secretariat hui	0.5	\$58.08	\$8.71	\$66.79

12 Oct 23	Co-chair hui	0.5	\$58.08	\$8.71	\$66.79
16 Oct 23	Interview 1	1	\$116.15	\$17.42	\$133.57
18 Oct 23	Interview 2 and prep	1.5	\$174.23	\$26.13	\$200.36
25 Oct 23	Interviews 3 and 4, prep and notes	3.5	\$406.53	\$60.98	\$467.50
5 Dec 23	Catch up reading	1.5	\$174.23	\$26.13	\$200.36
7 Dec 23	Catch up reading and notes	2	\$232.30	\$34.85	\$267.15
8 Dec 23	In person hui	4	\$464.60	\$69.69	\$534.29
12 Dec 23	Calls, emails and draft review	1	\$116.15	\$17.42	\$133.57
14 Dec 23	Online hui, prep	2.5	\$290.38	\$43.56	\$333.93
22 Dec 23	Report drafting, edits, comments	1	\$116.15	\$17.42	\$133.57
8 Jan 24	Report drafting, edits, comments	0.5	\$58.08	\$8.71	\$66.79
11 Jan 24	Report drafting, edits, comments	2.5	\$290.38	\$43.56	\$333.93
15 Jan 24	Report drafting, edits	1	\$116.15	\$17.42	\$133.57
16 Jan 24	Co-chairs hui	1	\$116.15	\$17.42	\$133.57
16 Jan 24	DPMC hui	0.5	\$58.08	\$8.71	\$66.79
17 Jan 24	Report drafting, edits	0.5	\$58.08	\$8.71	\$66.79
25 Jan 24	Report drafting, edits	2	\$232.30	\$34.85	\$267.15
	REIMBURSEMENTS (see attached receipts)				
5 Sep 23	Taxi		\$14.52	\$2.18	\$16.70
7 Dec 23	Waikato-AKL CBD venue, return: Kms @ 0.95c (168km)		\$159.60	\$23.94	\$183.54
	TOTAL TO PAY		\$9,930.72	\$1,489.61	\$11,420.33

Out of Scope

Released under the Official Information Act 1982

TAX INVOICE: DP MC-240229

Multi-stakeholder Group

Ki a: Department of the Prime Minister and Cabinet

Executive Wing, The Beehive, Wellington

Mai i a: Paua Interface Ltd

Out of Scope

29-Feb-24

Cost code 115-305

GST Out of Scope

From 1 Feb to 29 Feb 24

DATE	DESCRIPTION	HOURS	SUBTOTAL	GST	TOTAL
	Admin, emails, calls, reading (various)	9	\$1,045.35	\$156.80	\$1,202.15
7 Feb 24	Brainbox hui	0.5	\$58.08	\$8.71	\$66.79
7 Feb 24	DMPC and co-chairs	1	\$116.15	\$17.42	\$133.57
8 Feb 24	Draft and comments reading	1.5	\$174.23	\$26.13	\$200.36
8 Feb 24	Co-chairs call	0.5	\$58.08	\$8.71	\$66.79
27 Feb 24	Co-chairs call	0.5	\$58.08	\$8.71	\$66.79
	REIMBURSEMENTS (see attached receipts)				
	None		\$0.00	\$0.00	\$0.00
	TOTAL TO PAY		\$1,509.95	\$226.49	\$1,736.44

Out of Scope

TAX INVOICE: DPMC-240318

Multi-stakeholder Group

Ki a: Department of the Prime Minister and Cabinet

Executive Wing, The Beehive, Wellington

Mai i a: Paua Interface Ltd

Out of Scope

18-Mar-24

Cost code 115-305

GST Out of Scope

From 1 Mar to 18 Mar 24

DATE	DESCRIPTION	HOURS	SUBTOTAL	GST	TOTAL
1-18 Mar	Admin, emails, calls, reading (various)	2	\$232.30	\$34.85	\$267.15
	REIMBURSEMENTS (see attached receipts)				
	None		\$0.00	\$0.00	\$0.00
	TOTAL TO PAY		\$232.30	\$34.85	\$267.15

Out of Scope

Released under the Official Information Act 1982

DPMC DEPT

INVOICE TO:

Department of the Prime Minister and Cabinet
Executive Wing
The Beehive
Wellington

FROM:

Out of Scope

Netsafe Incorporated

s 9(2)(a)

Auckland

Date of Invoice: 30 November 2023

Cost centre reference: 115-305

Invoice Number: 004

Panel Member Fees

<i>Meetings 2, 16, 22 and 29 November all at 1.5 hours each</i>	\$ 393.72
<i>Out of session work, including meeting prep, meeting notes, emails and pre-reading – 6 days being 48 hours</i>	\$ 3,150.00

Sub Total for Meeting Fees	\$ 3,543.72
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Meeting Expenses *[note: receipts must be included with invoice for payment to be processed].*

<i>Taxis x</i>	\$ Nil
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Sub Total for Meeting Fees	\$ Nil
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TOTAL	\$3,543.72
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Out of Scope

Note: Invoice total shows \$3,543.72. Excluding GST, the value is \$3,081.50.

DPMC DEPT

INVOICE TO:

Department of the Prime Minister and Cabinet
Executive Wing
The Beehive
Wellington

FROM:

Out of Scope

Netsafe Incorporated

s 9(2)(a)

Auckland

Date of Invoice: 31 December 2023

Cost centre reference: 115-305

Invoice Number: 005

Panel Member Fees

<i>Meetings 8th & 14th December, 6 hours @ \$65.62</i>	\$ 393.72
<i>Out of session work, including meeting prep, meeting notes, emails and pre-reading – 40 hours @ \$65.62</i>	\$ 2,624.80

Sub Total for Meeting Fees	\$ 3,018.52
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Meeting Expenses *[note: receipts must be included with invoice for payment to be processed].*

<i>Taxis travel to Parnell for MSG Meeting</i>	\$18.85
<i>Taxis travel from Parnell to home for MSG Meeting</i>	\$12.43

Sub Total for Meeting Fees	\$ 31.28
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TOTAL	\$ 3,049.80
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Out of Scope

Note: Invoice total shows \$3,049.80.
Excluding GST, the value is
\$2,652.00.

TAX INVOICE

Department of the Prime Minister and Cabinet
 Attention: s 9(2)(g)(ii)
 Defence House
 20 Bowen Street
 Wellington 6021
 NEW ZEALAND

Invoice Date
 30 Nov 2023

Invoice Number
 INV-1821

Reference
 115-305

Out of Scope

Internet New Zealand
 Incorporated
 Level 13, 18 Willis Street
 Wellington Central
 Attention: Accounts
 P O Box 11-881
 Manners Street
 Wellington 6142
 NEW ZEALAND

Description	Quantity	Unit Price	Amount NZD
Supporting the Multi-Stakeholder Group - Out of Scope			
27 Oct 2023: Interview with Out of Scope	1.00	65.62	65.62
3 Nov 2023: 3 phone calls with Out of Scope of 1hr each	3.00	65.62	196.86
16 Nov 2023: MSG Meeting 1.5 hours, + 1 hr Prep	2.50	65.62	164.05
22 Nov 2023: MSG Meeting 1.5 hours, + 2 hrs Prep	3.50	65.62	229.67
29 Nov 2023: MSG Meeting 1.5 hours, + 1 hr Prep	2.50	65.62	164.05
		Subtotal	820.25
		TOTAL GST 15%	123.04
		TOTAL NZD	943.29

Due Date: 20 Dec 2023

Out of Scope

PAYMENT ADVICE

To: Internet New Zealand Incorporated
 Level 13, 18 Willis Street
 Wellington Central
 Attention: Accounts
 P O Box 11-881
 Manners Street
 Wellington 6142
 NEW ZEALAND

Customer Department of the Prime Minister and Cabinet
 Invoice Number INV-1821
 Amount Due 943.29
 Due Date 20 Dec 2023
 Amount Enclosed

Enter the amount you are paying above

TAX INVOICE

Department of the Prime Minister and Cabinet
 Attention: s 9(2)(g)(ii)
 Defence House
 20 Bowen Street
 Wellington 6021
 NEW ZEALAND

Invoice Date
31 Dec 2023

Invoice Number
INV-1851

Reference
115-305

Out of Scope

Internet New Zealand
 Incorporated
 Level 13, 18 Willis Street
 Wellington Central
 Attention: Accounts
 P O Box 11-881
 Manners Street
 Wellington 6142
 NEW ZEALAND

Description	Quantity	Unit Price	Amount NZD
Supporting the Multi-Stakeholder Group - Out of Scope			
6 Dec 2023: Prep 1 hour and 1.5 hour meeting	2.50	65.62	164.05
8 Dec 2023: Meeting Prep 1.5 hours and 4 hour meeting.	5.50	65.62	360.91
21 Dec 2023: Meeting Prep 2 hours and 1 hour meeting.	3.00	65.62	196.86
		Subtotal	721.82
		TOTAL GST 15%	108.28
		TOTAL NZD	830.10

Due Date: 20 Jan 2024

Out of Scope



PAYMENT ADVICE

To: Internet New Zealand Incorporated
 Level 13, 18 Willis Street
 Wellington Central
 Attention: Accounts
 P O Box 11-881
 Manners Street
 Wellington 6142
 NEW ZEALAND

Customer	Department of the Prime Minister and Cabinet
Invoice Number	INV-1851
Amount Due	830.10
Due Date	20 Jan 2024
Amount Enclosed	

Enter the amount you are paying above

DPMC DEPT

INVOICE TO:

Department of the Prime Minister and Cabinet
Executive Wing
The Beehive
Wellington

FROM: Out of Scope

Date of Invoice: 1 February 2024

Cost centre reference: 115-305

Invoice Number: 1101

Panel Member Fees

Meetings 2, 16, 22, 29 Nov; 8, 14 December 10 hours \$ 656.20

Out of session work, including meeting prep 8 hours \$ 524.96


Sub Total for Meeting Fees **\$1,181.16**

GST [@15%, if applicable] \$177.17

TOTAL \$1,358.33

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Out of Scope



Released under the Official Information Act 1982

Invoice

February 26, 2024

Out of Scope

University of Auckland, Private Bag 92019

Out of Scope

Bill To:

s 9(2)(g)(ii)

Department of Prime Minister and Cabinet

Code: 115-305

DESCRIPTION	AMOUNT
Participation on Multistakeholder Group on Disinformation Resilience	
19 July: 6 hours attendance, 1 hour preparation	\$ 455.00
02 August: 6 hours attendance, 1 hour preparation	\$ 455.00
05 Sept: 6 hours attendance, 1 hour preparation	\$ 455.00
14 Sept: 6 hours attendance, 1 hour preparation	\$ 455.00
27 Oct: 1 hour preparation	\$ 65.00
02 Nov: 1.5 hours attendance, 1 hour preparation	\$ 162.50
16 Nov: 1.5 hours attendance, 1 hour preparation	\$ 162.50
22 Nov: 1.5 hours attendance, 1 hour preparation	\$ 162.50
06 Dec: 1 hour attendance	\$ 65.00
08 Dec: 4 hours attendance, 1 hour preparation	\$ 325.00
14 Dec: 2 hours attendance, 1 hour preparation	\$ 195.00
20 Dec: 1 hour preparation	\$ 65.00
Total	\$ 3,022.50

TAX INVOICE

Department of Prime Minister and Cabinet (NSG)

Invoice Date
1 Dec 2023

Brainbox Limited
info@brainbox.institute

Invoice Number
INV-0055

Reference
Cost centre 115-305

Out of Scope

Description

Director – Hours for November per attached time report.
Senior Consultant 1 –Hours for November per attached time report.
Senior Consultant 2 –Hours for November per attached time report.

Out of Scope

Due Date: 8 Dec 2023

Brainbox has different payment processes for receiving payments. Contract prices stated in USD should be made without conversion to NZD. Contract prices agreed in NZD can simply be made in NZD.

NEW ZEALAND DOLLARS

If a contract prices is stated in NZD, then payment is to be made in NZD. For payments in New Zealand Dollars, please pay to Out of Scope

US DOLLARS

If contract prices are stated in USD, payment is to be made in USD without conversion. For payments in US Dollars, please pay to:

Out of Scope

Payer details:

Payment message - DO NOT CONVERT
Include payer's account name (full name)
Include payer's physical address

Note: Invoice shows as USD. This is incorrect - the values are NZD.

Detailed report



11/01/2023 - 11/30/2023

Out of Scope

Date	Description	Duration	User
11/30/2023	Meetings and discussions around Monday DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	s 9(2)(b)(ii)	Out of Scope 125.00 USD
11/30/2023	Processing member feedback DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of 195.00 USD
11/30/2023	Reading member feedback DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 165.00 USD
11/30/2023	Meeting with Out of DPMC DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 247.50 USD
11/30/2023	Meeting with co-chair to follow up 29/11 MSG meeting DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of 292.50 USD
11/30/2023	Prep and debrief on MSG meeting DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 500.00 USD
11/30/2023	BB team debrief following Wednesday night meeting DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 123.75 USD
11/30/2023	Internal meeting processing outcomes from the 29/11 MSG meeting DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration		Out of 146.25 USD
11/30/2023	Catching-up on last night's notes DPMC - DPMC disinfo - 006 MSG meetings – preparation and attendance		Out of Scope 41.25 USD
11/29/2023	29/11 meeting DPMC - DPMC disinfo - 006 MSG meetings – preparation and attendance		Out of 341.25 USD
11/29/2023	MSG meeting DPMC - DPMC disinfo - 006 MSG meetings – preparation and attendance		Out of Scope 562.50 USD

Note: Invoice shows as USD. This is incorrect - the values are NZD.

Date	Description	Category	Amount
11/29/2023	Phone discussion w DPMC DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	Out of Scope	125.00 USD
11/29/2023	Processing member feedback DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of	292.50 USD
11/29/2023	Reviewing feedback. DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	125.00 USD
11/29/2023	Reading MSG member edits DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	165.00 USD
11/27/2023	Edits for next iteration of the report before sending to members DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	412.50 USD
11/27/2023	Internal discussion of how to proceed with report drafting this afternoon DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	Out of Scope	82.50 USD
11/27/2023	Report drafting DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of	682.50 USD
11/27/2023	Updating draft report, analysing notes and feedback from group members, and liaising with team internally, and Chair DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	1,875.00 USD

Out of scope

Note: Invoice shows as USD. This is incorrect - the values are NZD.

TAX INVOICE

Department of Prime Minister and Cabinet (NSG)

Invoice Date
21 Dec 2023

Brainbox Limited
info@brainbox.institute

Invoice Number
INV-0057

Reference
Cost centre 115-305

Out of Scope

Description	Quantity	Unit Price	Amount NZD
Director	s 9(2)(b)(ii)		4,125.00
Senior Consultant 1			10,286.25
Senior Consultant 2			4,991.25
Travel airfare – meeting 16 December	1.00	671.30	671.30
Airport transfer - Wellington to Airport	1.00	74.30	74.30
Airport transfer – Uber – Auckland airport to venue	1.00	56.22	56.22
Airport transfer – Uber – venue to Auckland airport	1.00	56.56	56.56
		Subtotal	20,260.88
		TOTAL GST 15%	3,022.23
		TOTAL NZD	23,283.11

Due Date: 28 Dec 2023

Brainbox has different payment processes for receiving payments. Contract prices stated in USD should be made without conversion to NZD. Contract prices agreed in NZD can simply be made in NZD.

NEW ZEALAND DOLLARS

If a contract prices is stated in NZD, then payment is to be made in NZD. For payments in New Zealand Dollars, please pay to Out of Scope

US DOLLARS

If contract prices are stated in USD, payment is to be made in USD without conversion. For payments in US Dollars, please pay to:

Out of Scope

Payer details:

Note: Invoice shows as USD. This is incorrect - the values are NZD.

Detailed report

12/01/2023 - 12/31/2023



§ 9(2)(b)(ii)

Amount: 19,277.50 USD

Date	Description	Duration	User
12/21/2023	Phone call with group member DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	§ 9(2)(b)(ii)	Out of Scope 62.50 USD
12/21/2023	DPMC phone call DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	§ 9(2)(b)(ii)	Out of Scope 62.50 USD
12/20/2023	Discussion w co chair DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	§ 9(2)(b)(ii)	Out of Scope 125.00 USD
12/19/2023	Catch-up with § 9(2)(g)(ii) internal discussion DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	§ 9(2)(b)(ii)	Out of Scope 82.50 USD
12/19/2023	(Without Description) DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	§ 9(2)(b)(ii)	Out of Scope 97.50 USD
12/19/2023	Debrief and forward plan DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	§ 9(2)(b)(ii)	Out of Scope 125.00 USD
12/18/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	§ 9(2)(b)(ii)	Out of Scope 195.00 USD
12/18/2023	(Without Description) DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	§ 9(2)(b)(ii)	Out of Scope 48.75 USD
12/18/2023	(Without Description) DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	§ 9(2)(b)(ii)	Out of Scope 195.00 USD
12/18/2023	Evaluating proposed timeline & internal discussion DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	§ 9(2)(b)(ii)	Out of Scope 165.00 USD
12/18/2023	Evaluating timeline and options DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	§ 9(2)(b)(ii)	Out of Scope 250.00 USD

Note: Invoice shows as USD. This is incorrect - the values are NZD.

12/15/2023	Post-meeting chat about next steps re drafting, chat ^{s 9(2)(g)(ii)} DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 412.50 USD
12/15/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 487.50 USD
12/15/2023	Considering draft and planning next steps. DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 625.00 USD
12/14/2023	final online meeting DPMC - DPMC disinfo - 006 MSG meetings – preparation and attendance	Out of Scope 330.00 USD
12/14/2023	(Without Description) DPMC - DPMC disinfo - 006 MSG meetings – preparation and attendance	Out of Scope 487.50 USD
12/14/2023	Preparation and attendance at meeting 14 Dec DPMC - DPMC disinfo - 006 MSG meetings – preparation and attendance	Out of Scope 625.00 USD
12/14/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 97.50 USD
12/14/2023	Collecting notes from ^{Out of} of final draft, call ^{s 9(2)(g)(ii)} DPMC - DPMC disinfo - 006 MSG meetings – preparation and attendance	Out of Scope 165.00 USD
12/14/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 292.50 USD
12/14/2023	Report review DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 750.00 USD
12/13/2023	(Without Description) DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	Out of Scope 97.50 USD
12/13/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 97.50 USD
12/12/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 195.00 USD
12/12/2023	Finalising report DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 742.50 USD
12/12/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 1,072.50 USD

Note: Invoice shows as USD. This is incorrect - the values are NZD.

12/11/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	s 9(2)(b)(ii)	Out of Scope 97.50 USD
12/11/2023	Meeting with DPMC, Out of Scope DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 165.00 USD
12/11/2023	(Without Description) DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 195.00 USD
12/11/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 1,072.50 USD
12/11/2023	Correspondence with team and DPMC - representative for prior week DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration		Out of Scope 750.00 USD
12/08/2023	(Without Description) DPMC - DPMC disinfo - 006 MSG meetings - preparation and attendance		Out of Scope 975.00 USD
12/08/2023	MSG meeting DPMC - DPMC disinfo - 006 MSG meetings - preparation and attendance		Out of Scope 907.50 USD
12/07/2023	Replying to members, checking-in with co-chairs, reading emails DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)		Out of Scope 165.00 USD
12/07/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 1,608.75 USD
12/06/2023	Admin, writing down debrief from s 9(2)(g)(ii) send to Out of Scope and Tom DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)		Out of Scope 82.50 USD
12/06/2023	(Without Description) DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 146.25 USD
12/06/2023	(Without Description) DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)		Out of Scope 48.75 USD
12/06/2023	Meetings with s 9(2)(g)(ii) Out of Scope DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 577.50 USD
12/06/2023	(Without Description) DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 292.50 USD

Note: Invoice shows as USD. This is incorrect - the values are NZD.

Date	Description	Amount
12/06/2023	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 292.50 USD
12/06/2023	Meeting with co-chairs DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	Out of Scope 206.25 USD
12/06/2023	Meeting with co-chairs DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	Out of Scope 243.75 USD
12/06/2023	Reading emails, reading HEIA report DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	Out of Scope 82.50 USD
12/06/2023	(Without Description) DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	Out of Scope 195.00 USD
12/05/2023	Admin support for co-chairs DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	Out of Scope 165.00 USD
12/05/2023	Admin support for co-chairs DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	Out of Scope 165.00 USD
12/05/2023	Report drafting DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 390.00 USD
12/04/2023	DPMC support ahead of Friday's meeting (reading & replying to emails, phone discussion, group discussion about necessity of another online meeting) DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	Out of Scope 247.50 USD
12/04/2023	Reorganising + catching up to support Tom's absence DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	Out of Scope 390.00 USD
12/04/2023	Report drafting DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope 585.00 USD
12/04/2023	Planning & admin re report writing & MSG meeting this week DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	Out of Scope 330.00 USD
12/04/2023	Reorganising + catching up to support Tom's absence DPMC - DPMC disinfo - 001 Administration, internal discussion and project management (Brainbox side)	Out of Scope 390.00 USD
12/01/2023	Group communications and strategy DPMC - DPMC disinfo - 006 MSG meetings - preparation and attendance	Out of Scope 250.00 USD

Note: Invoice shows as USD. This is incorrect - the values are NZD.

12/01/2023

Discussion w MSG member

s 9(2)(b)(ii)

Out of Scope

DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC,
MSG members

375.00 USD

Released under the Official Information Act 1982

Note: Invoice shows as USD. This is incorrect - the values are NZD.

TAX INVOICE

Department of Prime Minister and Cabinet (NSG)

Invoice Date
6 Feb 2024

Brainbox Limited
info@brainbox.institute

Invoice Number
INV-0058

Reference
Cost centre 115-305

Out of Scope

Description	Quantity	Unit Price	Amount NZD
Director	s 9(2)(b)(ii)		2,500.00
Senior Consultant 1			1,950.00
Senior Consultant 2			1,485.00
		Subtotal	5,935.00
		TOTAL GST 15%	890.25
		TOTAL NZD	6,825.25

Due Date: 13 Feb 2024

Brainbox has different payment processes for receiving payments. Contract prices stated in USD should be made without conversion to NZD. Contract prices agreed in NZD can simply be made in NZD.

NEW ZEALAND DOLLARS

If a contract prices is stated in NZD, then payment is to be made in NZD. For payments in New Zealand Dollars, please pay to Out of Scope

US DOLLARS

If contract prices are stated in USD, payment is to be made in USD without conversion. For payments in US Dollars, please pay to:

Out of Scope

Payer details:

Payment message - DO NOT CONVERT
Include payer's account name (full name)
Include payer's physical address

Note: Invoice shows as USD. This is incorrect - the values are NZD.

Detailed report

01/01/2024 - 01/31/2024



s 9(2)(b)(ii)

Amount: 5,935.00 USD

Date	Description	Duration	User
01/31/2024	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	s 9(2)(b)(ii)	Out of 536.25 USD
01/31/2024	meeting about final version with Andrew & dpmc DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 330.00 USD
01/31/2024	(Without Description) DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of 438.75 USD
01/31/2024	Report drafting and refinement DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 750.00 USD
01/31/2024	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of 195.00 USD
01/31/2024	Meeting prep – reviewed latest edit DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 165.00 USD
01/29/2024	Final review & sharing comments with team DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 330.00 USD
01/29/2024	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of 780.00 USD
01/29/2024	Reviewing draft, internal discussion w BB team, making and reviewing edits. DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 1,500.00 USD
01/26/2024	Final review DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 330.00 USD
01/16/2024	Discussion with co-Chair and associated activity DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 250.00 USD
01/16/2024	Reading through IER final report and pulling out relevant quotes to DPMC work DPMC - DPMC disinfo - 003 Research – supporting research, gap-filling, additional reading		Out of Scope 330.00 USD

Note: Invoice shows as USD. This is incorrect - the values are NZD.

TAX INVOICE

Department of Prime Minister and Cabinet (NSG)

Invoice Date
29 Feb 2024

Brainbox Limited
info@brainbox.institute

Invoice Number
INV-0059

Reference
Cost centre 115-305

GST Number
127003645

Out of Scope

Due Date: 7 Mar 2024

Brainbox has different payment processes for receiving payments. Contract prices stated in USD should be made without conversion to NZD. Contract prices agreed in NZD can simply be made in NZD.

NEW ZEALAND DOLLARS

If a contract prices is stated in NZD, then payment is to be made in NZD. For payments in New Zealand Dollars, please pay to Out of Scope

US DOLLARS

If contract prices are stated in USD, payment is to be made in USD without conversion. For payments in US Dollars, please pay to:

Out of Scope

Payer details:

Payment message - DO NOT CONVERT
Include payer's account name (full name)
Include payer's physical address

Note: Invoice shows as USD. This is incorrect - the values are NZD.

Detailed report

02/01/2024 - 02/29/2024



Date	Description	Duration	User
02/28/2024	Discussions with co-Chairs and DPMC on report refinement throughout day DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	s 9(2)(b)(ii)	Out of Scope 125.00 USD
02/26/2024	Reviewing comments, internal discussion with Team, and discussion w co-Chair DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	s 9(2)(b)(ii)	Out of Scope 250.00 USD

Out of scope

02/22/2024	Discussion with chair and report review DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	s 9(2)(b)(ii)	Out of Scope 125.00 USD
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Out of scope

02/21/2024	Discussion with Chair DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	s 9(2)(b)(ii)	Out of Scope 125.00 USD
02/21/2024	Report refinement DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	s 9(2)(b)(ii)	Out of Scope 250.00 USD
02/21/2024	Discussion with DPMC DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	s 9(2)(b)(ii)	Out of Scope 62.50 USD
02/20/2024	Policy discussion with DPMC and prep DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	s 9(2)(b)(ii)	Out of Scope 625.00 USD

Out of scope

02/16/2024	Correspondence and miscellaneous, week of 12 Feb DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	s 9(2)(b)(ii)	Out of Scope 250.00 USD
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Note: Invoice shows as USD. This is incorrect - the values are NZD.

Date	Description	Status	Value
02/09/2024	Reviewing draft w DPMC DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration	Out of Scope	187.50 USD
02/09/2024	Reviewing comments and correspondence DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	Out of Scope	187.50 USD
02/08/2024	Reviewing member comments and discussion with chair DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	250.00 USD
02/07/2024	Phone call w group member DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	Out of Scope	250.00 USD
02/07/2024	Meeting co-chairs DPMC DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	Out of Scope	250.00 USD
02/07/2024	Meeting Out of DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	Out of Scope	250.00 USD
02/05/2024	Meeting with DPMC DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	Out of Scope	250.00 USD
02/05/2024	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	62.50 USD
02/01/2024	Editing report, integrating edits and comments, final proof read, collating versions for comparison, sending to DPMC and chairs DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	250.00 USD
02/01/2024	Editing report, integrating edits and comments, final proof read, collating versions for comparison, sending to DPMC and chairs DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input	Out of Scope	625.00 USD

s 9(2)(b)(ii)

Released under the Official Information Act 1982

Note: Invoice shows as USD. This is incorrect - the values are NZD.

TAX INVOICE

Department of Prime Minister and Cabinet (NSG)

Invoice Date
9 Apr 2024

Brainbox Limited
info@brainbox.institute

Invoice Number
INV-0061

Reference
Cost centre 115-305

Out of Scope

Out of Scope

Due Date: 16 Apr 2024

Brainbox has different payment processes for receiving payments. Contract prices stated in USD should be made without conversion to NZD. Contract prices agreed in NZD can simply be made in NZD.

NEW ZEALAND DOLLARS

If a contract prices is stated in NZD, then payment is to be made in NZD. For payments in New Zealand Dollars, please pay to Out of Scope

US DOLLARS

If contract prices are stated in USD, payment is to be made in USD without conversion. For payments in US Dollars, please pay to:

Out of Scope

Payer details:

Payment message - DO NOT CONVERT
Include payer's account name (full name)
Include payer's physical address

Note: Invoice shows as USD. This is incorrect - the values are NZD.

Detailed report



03/01/2024 - 03/31/2024

Total: Out of Scope Billable: Out of Scope Amount: Out of Scope

Date	Description	Duration	User
Out of scope			
03/25/2024	(Without Description) DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members	s 9(2)(b)(ii)	Out of 292.50 USD
03/25/2024	wrap-up/ reflection session, incl 30 mins of prep before meeting DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 330.00 USD
03/25/2024	Lessons learned process DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration		Out of Scope 625.00 USD
03/25/2024	(Without Description) DPMC - DPMC disinfo - 005 Internal meetings, meetings with DPMC, meetings with co-Chairs, Brainbox project management, project administration		Out of 195.00 USD
03/11/2024	Report finalising DPMC - DPMC disinfo - 009 Meetings with co-Chairs, DPMC, MSG members		Out of Scope 125.00 USD
03/11/2024	Final report review DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 625.00 USD
03/11/2024	Final review of report DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of Scope 165.00 USD
03/11/2024	(Without Description) DPMC - DPMC disinfo - 002 Report drafting and refinement, including based on member input		Out of 243.75 USD

Released under the Official Information Act 1982

Note: Invoice shows as USD. This is incorrect - the values are NZD.

TAX INVOICE

Department of Prime Minister and Cabinet (DPMC)

Invoice Date
11 Dec 2023

Invoice Number
INV-54006

Reference
Events - BP

Out of Scope

Generator New Zealand Ltd
PO Box 105194
Auckland City
Auckland 1143

Out of Scope

Description	Quantity	Unit Price	Discount	Amount NZD
Executive Boardroom Britomart Place, \$1,100.00, 1 x \$1,100.00 / half day - Dec 8, 2023 - DCVW56C, Dec 8, 2023	1.00	1 100.00	0.00%	1,100.00
Catering at Britomart Place 8.12.23, Dec 12, 2023	1.00	363.00	0.00%	363.00
Bar/Cafe Sales (Events) 8.12.23, Dec 12, 2023	1.00	33.43	0.00%	33.43
			Subtotal	1,496.43
			TOTAL GST 15%	224.46
			TOTAL NZD	1,720.89

Due Date: 22 Dec 2023

Payment is required to be made by due date failing which our standard contract Terms of Business for overdue accounts will apply.



[View and pay online now](#)

PAYMENT ADVICE

To: Generator New Zealand Ltd
PO Box 105194
Auckland City
Auckland 1143
Out of Scope

Customer Department of Prime Minister and Cabinet (DPMC)
Invoice Number INV-54006
Amount Due **1,720.89**
Due Date 22 Dec 2023

Amount Enclosed

Enter the amount you are paying above