

THE MANAGEMENT AGENCY

AMERICAN FOULBROOD NATIONAL PEST MANAGEMENT PLAN

Policy Document

Policy Number: AFB/22/0/11 - 020

Policy Title: AFB Authorised Person Contract Agreement

Legislation: Biosecurity (National American Foulbrood Pest Management Plan) 1998 as amended by clause 17 of the Biosecurity (National American Foulbrood Pest Management Plan) Amendment Order 2013 (SR 2013/311)

Scope: The Management Agency retains the services of what is termed AFB Authorised Persons (AP2's) . The Authorised Persons are delegated to carry out inspections under section (103) (1) of the Biosecurity Act 1993.

The Management Agency has determined that AFB Authorised Person will be bound by a contract.

Contract: A copy of the contract is attached along with the Management Agency's Remuneration policy (Policy # 001)

Effective Date: 16 September 2016.

Review Date: 16 September 2018



John Hartnell
Chairman AFB PMP Management Board

Date

18.9.16





AFB Authorised Person

CONTRACTOR AGREEMENT

DATE

AGREEMENT BETWEEN

("Contractor")

AND

The Management Agency

DURATION OF AGREEMENT

Start date

Finish date

PAYMENTS

Rates of payment Refer to attached Policy Document

Payment frequency 20th of the month following receipt of invoice

TERMINATION

One month

By signing this agreement, each of us agrees to be bound according to its terms

Signed

Contractor

Signed

On behalf of The Management Agency
Rex Baynes, Manager

Terms of Agreement

1. Recitals

- A. The parties have agreed that the Contractor will contract [his, her, its] services to The Management Agency.
- B. Both parties acknowledge that in performing the duties and obligations pursuant to this agreement, the Contractor is at all times an independent contractor and not an employee.

2. Terms

- 2.1 This agreement sets out the terms and conditions of the contract for services.
- 2.2 In these terms we have used "we", "us" and "our" for The Management Agency, "you" and "your" for you, the Contractor, and "both parties" and "either of us" when referring to you and us together, or to one of us.

3. Duration of this agreement

This agreement takes effect from the commencement date set out on page 1 and remains in force until the finishing date set out on page 1 ("the contract term"), or until it is sooner terminated according to its terms.

4. Payment for services

4.1 Details

You will be paid in accordance with the attached policy.

4.2 Invoice

You shall present your invoice to us on completion of the services specified in Schedule 1. Once verified, The Management Agency shall pay you on the 20th of the month following receipt of your invoice.

4.3 Tax and Levies

As the Contractor is acting as an independent contractor in the performance of your duties under this contract, accordingly the Contractor shall be responsible for payment of all taxes arising out of the Contractor's activities, in accordance with this contract, including by way of illustration, but not limited to, GST, income tax and ACC levies, and any other such taxes or fees as required.

If Inland Revenue requires The Management Agency to make any form of withholding payment from your hourly rate, The Management Agency will accordingly make the required deduction.

5. Services

5.1 Services to be Provided

During the term of this agreement you must:

- (a) **perform the services as specified in Schedule 1 ("The Services");**
- (b) perform the services to the highest industry standards and so as to promote and further our interests;
- (c) **report to the person identified in Schedule 1 on any matters** relating to this agreement, as are reasonably required;
- (d) positively promote our good name and work in accordance with our quality systems;
- (e) provide at your own cost all equipment and resources necessary to enable you to perform your obligations under this agreement, with the exception of sampling materials which will be supplied byASUREQuality;

- (f) comply with all relevant laws applicable to the conduct of the services;
- (g) not carry out business activities on our premises or the premises of our clients if these business activities are unrelated to the services being provided under this agreement;
- (h) keep appropriate records of the services provided, including information about the dates, locations and activities undertaken and also regarding any communications between you and any third party in the course of undertaking the services. Those records shall be made available to us on request at any time and on the termination of this agreement.

You may provide a substitute to carry out the contract services, subject to this agreement and subject to the prior written approval of The Management Agency.

If any services you or your substitute perform are defective or not performed in accordance with the provisions of this agreement, then you will promptly remedy the work and we will not be required to authorise payment to you for undertaking the remedial services.

You shall keep appropriate records of the services provided, including information about the dates, locations and activities undertaken and also regarding any communications between you and any third party in the course of undertaking the services. Those records shall be made available to us on request at any time and on the termination of this agreement.

5.2 Representations

We have relied on your representations as to your qualifications and experience in entering into this agreement.

You warrant that those representations are true and correct and full disclosure has been made of all material facts relating to our decision to enter into this agreement.

This agreement may be terminated if your warranties and/or representatives are untrue or incorrect.

5.3 Other Activities

You may perform services for other businesses, companies or organisations during the term of this agreement, but this other **work must not interfere or give rise to a conflict of interest with the performance of the services you have contracted to perform for us under this agreement.**

6. Confidential information

The terms of this agreement shall remain confidential to the parties.

In the course of your provision of services for us you may acquire **confidential information relating to our business, clients and customers. You agree to keep this confidential information strictly confidential at all times (even after this agreement has been terminated).** You must never use or attempt to use it for your own personal gain or a gain of any other person.

You may use or disclose confidential information only to the extent that such disclosure is necessary for the performance of your duties and functions under this agreement. This clause does not apply to information which is legally required to be disclosed, or which becomes generally available to and known by the public other than due to a breach of this clause.

7. Termination of the agreement

7.1 By Notice

Either party may terminate this agreement without cause by giving the other the period of written notice set out on page 1, or such lesser period as may be mutually agreed.

7.2 Serious Breach

In the event that you are guilty of serious misconduct or any serious or persistent breach of any term of the agreement or you neglect or refuse to carry out the duties assigned, we may terminate this agreement immediately without notice or without compensation.

Definition:

- (a) failure or inability by you to perform the requirements of the agreement or to carry out any reasonable instruction given by us or our authorised representatives;
- (b) cessation of your business;
- (c) you become insolvent or placed in liquidation or made bankrupt;
- (d) you commit any breach of the agreement, or fail to observe or perform on the requirements of any provisions of the agreement; or
- (e) you are unavailable for work without notice or authorisation for a period exceeding two business days, unless you can demonstrate it was impossible to give such notice.

7.3 Default

You may terminate this agreement if we unreasonably withhold approval for any payment or part thereof which is due and owing to you if you have given us written notice requiring us to remedy the default and we have failed to remedy the default within seven days of receiving the written notice.

7.4 Misconduct

Termination of this agreement for serious misconduct.

7.5 Obligations on Termination

On termination of this agreement you must return all equipment or other property belonging to us in a satisfactory condition before receiving your final payment for services rendered.

8. Copyright

You acknowledge that any work you produce under this agreement is our exclusive property. We will be entitled to any copyright or merchandising rights in or arising from such work. You must not remove any such work (or copies of it) from our business premises, other than in the ordinary course of your duties or with our express consent.

9. Authority

You confirm that you are an independent contractor and nothing contained or implied in this agreement will create the relationship of employer and employee or principal and agent between us. You are not authorised to bind The Management Agency to act on our behalf. You shall not represent to any party that you are our employee, servant or agent.

10. Indemnity

You agree to indemnify us and keep us indemnified against any actions, claims, proceedings, costs or expenses which may be made

against or taken against us as a result of the provision of your services outlined in this agreement, or arising from your actions on our behalf, including any liability arising out of your negligent acts.

11. Dispute Resolution

We will use our best endeavours to resolve any disputes arising between us about the interpretation, application, operation or performance of this contract or concerning our respective rights and liabilities under this contract. If we cannot resolve such a dispute within 14 days after it came to either of our notice, we will refer it to an agreed mediator.

If the dispute cannot be resolved by mediation or the parties cannot agree on a mediator, it will be referred to an agreed arbitrator. If we cannot agree on an arbitrator, the dispute will be referred to an arbitrator appointed by the President for the time being of the New Zealand Law Society. The parties acknowledge that this clause constitutes a submission within the meaning of the Arbitration Act 1996.

12. Health and Safety

Both parties accept our respective legal obligations for health and safety in the work place, particularly obligations under the Health & Safety in Employment Act 1992 and amendments.

You acknowledge that you are responsible for your own safety. You will take all practicable steps to ensure your own safety, including without limitation:

- (a) having in place health and safety procedures;
- (b) identifying, and if practicable eliminating hazards, or where the hazards cannot be eliminated, isolating or minimising them (Contractors may use "Management of Apiary Hazards: Authorised Persons Level Two");
- (c) providing training to and supervision of all your employees and contractors to ensure that the employee or contractor is not likely to cause harm to himself or herself or other people and is adequately trained in the safe use of all equipment used to perform the services under this agreement;
- (d) complying with our health and safety policies, directives or procedures specified to you; or
- (e) promptly reporting all accidents, potential accidents and potential hazards to us.

13. Miscellaneous

13.1 Complete Agreement

This agreement constitutes the complete statement of the agreement between the parties and supersedes all previous agreements or understandings oral or written and all communication between the parties related to the provision of services and this agreement.

13.2 Variation

Any variation of this agreement shall be in writing and signed by the parties.

13.3 Non-assignment

This agreement cannot be sold, transferred, assigned or subcontracted by you.

13.4 Social Website-based Forums

You are not permitted to refer to your AP2 status on website discussion forums.

SCHEDULE 1 | The Services

ROLE	Authorised Person Level Two
CONTRACT MANAGER	Rex Baynes Manager American Foulbrood National Pest Management Plan
GUIDELINES	Refer to handbook for authorised persons when inspecting and sampling hives. (Handbook may be updated/ amended by The Management Agency from time to time.)

THE MANAGEMENT AGENCY
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