



## Independent Contractor Agreement

### 1. PARTIES

This contract is made between:

MD202 Lions Clubs of New Zealand and the Islands of the South Pacific

AND

[NAME]

together, the parties'.

### 2. TERM

This contract shall commence on [DATE] and shall continue until [DATE] unless terminated earlier by either party in accordance with this contract (the 'Term').

The parties may agree in writing to extend the Term or enter into a new contract but confirm that there is no expectation of any arrangement beyond the Term.

### 3. INDEPENDENT CONTRACTOR

The relationship between the Contractor and Lions Clubs NZ is that of an independent contractor and nothing expressed or implied herein shall constitute the relationship of employer and employee between the parties.

The Contractor is not Lions Clubs NZ's agent or representative and will not act in any way that may or does cause any person or entity to believe that the Contractor is an agent or representative of Lions Clubs NZ, unless Lions Clubs NZ gives its prior consent in writing.

### 4. SERVICES

The Contractor will deliver the services set out in Schedule A to this contract (the 'Services'), and any services incidental to the Services, on the terms set out in this contract.

### 5. CONTRACTOR'S OBLIGATIONS

The Contractor will comply with any timeframes specified in Schedule A and will work such days and hours as are necessary to provide the Services in accordance with this contract.

The Contractor will, in the performance of the Services:

- (a) at all times promote and protect Lions Clubs NZ's interests and reputation;
- (b) comply with all reasonable and lawful directions;
- (c) comply with Lions Clubs NZ's policies and procedures, which may be varied from time to time; and
- (d) carry out the Contractor's obligations under this contract in a prompt, efficient and diligent manner consistent with good professional practices and standards, and use all reasonable care, attention and skill in the performance of those obligations.

The Contractor will, at the Contractor's cost, correct any errors, omissions, defects or faults in the Services which are notified by Lions Clubs NZ's in writing during the Term.

### 6. REMUNERATION

The Contractor shall be remunerated for timely delivery of the Services in accordance with the remuneration schedule set out in Schedule B to this contract.

It is agreed that the payments set out in the remuneration schedule are all inclusive, and Lions Clubs NZ holds no responsibility or liability for meeting any additional payments over and above the agreed payments set out in Schedule B. Without affecting the generality of this provision, the Contractor acknowledges that there is no entitlement to payment from Lions Clubs NZ for injury, sickness, superannuation, holidays, redundancy, or overtime.

If the Contractor does not provide the Services within the time limits and standards as reasonably required by Lions Clubs NZ, the Contractor's fee may be reduced by agreement or, failing agreement, by such amount as Lions Clubs NZ considers reasonable in the circumstances.

## 7. PAYMENT FOR DELIVERY OF SERVICES

The Contractor will provide Lions Clubs NZ with an invoice that details the Services delivered during the course of the month at the end of each month, or as otherwise agreed between the parties. All invoices provided will be compliant with the Goods and Services Tax Act 1985.

Payment will be made by Lions Clubs NZ on the 10<sup>th</sup> of the month following receipt of the Contractor's invoice.

## 8. TAX

The Contractor is responsible for, and will pay on time and in full, all taxes and other levies (including income tax, GST, and accident compensation levies).

## 9. EQUIPMENT

The Contractor shall provide all his or her own equipment at his or her own cost in providing the Services.

## 10. NO ASSIGNMENT

This contract is personal to the Contractor and may not be assigned or sub-contracted unless with the prior written approval of Lions Clubs NZ.

## 11. REPORTING

The Contractor is, on a quarterly basis and at other times upon request, to provide a progress report directly to the MD Secretary who in turn will provide a quarterly progress report to the Council Advisory Board. The Contractor will not be supervised on a day-to-day basis.

## 12. TERMINATION

Either party may terminate this contract by providing one month's notice of termination in writing.

Lions Clubs NZ may terminate this contract with immediate effect by providing written notice if the Contractor:

- (a) breaches this contract, fails or is unable to perform the Services, does not comply with a specified time limit, or is negligent in the performance of the Services, and, if asked to rectify the situation, does not do so within the time limit specified by Lions Clubs NZ in writing;
- (b) commits any act or is subject to any proceeding, which, in Lions Clubs NZ's reasonable opinion, has brought or may bring Lions Clubs NZ into disrepute;
- (c) is subject to any form of solvency administration including bankruptcy, receivership, or liquidation; or
- (d) fails to pay any taxes or levies in full and on time or is the subject of any investigation or proceeding undertaken by the Inland Revenue Department.

## 13. CONFLICT OF INTEREST

The Contractor will not, without Lions Clubs NZ's prior written consent, provide services to any other person or entity or be involved or interested in any employment, activity or business where that conflicts or may conflict with the interests of Lions Clubs NZ or interferes or may interfere with the Contractor's ability to perform the Services.

## 14. CONFIDENTIAL INFORMATION AND PROPERTY

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

In the course of this contract it is acknowledged that the Contractor may acquire confidential information relating to Lions Clubs NZ. The Contractor shall keep this confidential information strictly confidential at all times including both during and after the termination of this contract. The Contractor agrees never to use the information or attempt to use it for its own personal gain or the gain of any other person.

The Contractor acknowledges that any work and intellectual property created or arising during the term of this contract is and shall remain the exclusive property of Lions Clubs NZ. Lions Clubs NZ shall be entitled to any copyright, merchandising, or other proprietary rights in or arising from such work.

Upon termination of this contract, or upon request, the Contractor will promptly deliver to Lions Clubs NZ all Lions Clubs NZ property and all documents, records or papers in the Contractor's possession or under the Contractor's control, including any copies or electronic versions, which relate in any way to the business or affairs of Lions Clubs NZ.

To avoid doubt, the obligations in this clause will continue to apply after the Term, and regardless of any dispute.

## 15. INDEMNITY

The Contractor will keep Lions Clubs NZ indemnified against any loss, expense, damages, or compensation which Lions Clubs NZ incurs or is required to pay (including without limitation any legal fees or amount paid by way of settlement) in relation to any

claim which is threatened, notified, or commenced against Lions Clubs NZ and which arises directly or indirectly out of any wilful or negligent act or omission of the Contractor in the course of performing the Services. This indemnity will continue to apply after termination of this contract.

**16. DISPUTE RESOLUTION**

If a dispute arises, the parties will meet in good faith to try and resolve the dispute informally.

If the dispute has not been resolved within 14 days after the dispute has been notified by a party in writing to the other, the dispute shall then be referred to mediation. The parties should agree on a mediator within 7 days. If the parties cannot agree on a mediator, they should each appoint a mediator, with those mediators, jointly appointing a single mediator between them within 7 days. If no mediator is agreed between the mediators, then either party shall be free to undertake any other agreed dispute resolution process, or if no agreement, then they may take Court action.

If the parties agree, then the mediator may be given the power to make a binding ruling on the dispute. This should ideally be done before the mediation commences, but may be agreed between the parties at any stage of the mediation.

The parties agree that the existence of any dispute between them and the information relating to any dispute will, subject to this contract, remain strictly confidential.

**17. ENTIRE AGREEMENT OF THE PARTIES**

It is agreed by both parties that this contract constitutes the entire agreement between the parties and replaces any previous agreements and understandings.

Any variation of this contract must be agreed and signed by both parties in writing.

Contractor name: (Please print in block capitals)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

MD202 Lions Clubs of New Zealand and the Islands of the South Pacific

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## MISSION OF LIONS CLUBS OF NEW ZEALAND

To empower Lions Clubs of MD202, volunteers and partners to improve health and wellbeing, strengthen communities and support those in need through humanitarian service and grants that impact lives locally and globally, encouraging peace and international understanding.

## FUNDRAISING CONTRACTOR ROLE

The person holding this position in obtaining additional sources of funding for MD202 Lions Clubs New Zealand will assist in achieving this mission.

## SCHEDULE A: SERVICES TO BE PROVIDED

### GRANT APPLICATIONS

- Research and complete applications for grants to assist with the running of MD202 Lions Clubs of New Zealand and the Islands of the South Pacific (MD202) programs in consultation with the MD202 Secretary and MD Portfolio Holders.
- Filing of any required grant accountability reports for successful grants as required by grant providers.

### SPONSOR, DONOR, ADVERTISERS

- Research potential sponsors, donors, advertisers to gain insight into needs, beliefs, and sponsors/donation habits to understand how to position our organisation to them.
- Maintain complete and orderly records of sponsor, donors, and advertisers.
- Manage regular sponsor/donor communications in conjunction with the activity coordinator. Sell advertising in MD202 Lions E Newsletter, BTL, the NZ Lion Magazine, MD202 Directory at the current rack rates. Liaising with the advertiser and providing advertisement to the MD Secretary.

### FUNDING DEVELOPMENT & REPORTING

Participate in quarterly meetings arranged by MD secretary to discuss and report on:

- Grant funding opportunities/applications
- Sponsor, donor, and advertiser approaches and communication
- Creating new methods to raise funds for MD202.
- Leveraging technology and social media where possible to improve fundraising activities.

## SCHEDULE B: REMUNERATION SCHEDULE

### **GRANT APPLICATIONS**

\$350 Excl. GST for each grant application maximum of 4 grant applications per year

5% success fee paid on each successful grant application made

### **ATTAINMENT OF NATIONAL PROGRAMME SPONSORS**

\$400 Excl. GST per sponsorship approach (excluding existing sponsors Comtricity, Resene, Aramex and Bunnings) maximum of 5 applications per year

3% Success Fee (Excl. GST) paid on receipt of sponsorship funds by MD202.

Management of sponsor communications annually \$50 (Excl. GST) per sponsor – maximum of five sponsors.

### **ADVERTISERS**

20% of advertising charge (Excl. GST) for each advertisement purchased.

### **FUNDING DEVELOPMENT AND REPORTING**

\$50 per hour Excl. GST for each quarterly one-hour meeting and for a total of four hours for the 4 grant accountability reports.