

# SERVICE AGREEMENT

**AGREEMENT** dated the **XX** day of **XX** 2016

## **PARTIES**

- 1 **District Catchment Group Incorporated** ("DCG") and
- 2 **XXX**

## **ADDRESS OF PARTIES**

**DCG**

**XXXXX**

## **INTRODUCTION**

DCG is an incorporated society with a committee of 15 farmers and a current membership of 120. The group was formed out of the Sustainable Farm Systems project which saw the creation of catchment groupings in the zone.

The primary objective of the society is to facilitate and promote "on farm good practice" of sustainable land management principles. With the groups working together to ensure farmers have a voice and representation as part of the zone in the development of water quality policy

## **OUTCOMES SOUGHT**

The DCG and **XX** wish to enter into this agreement.

The DCG are contracting the services of **XX** to act as a coordinator for the DCG.

## **AGREEMENT**

### **1 INTERPRETATION**

1.1 In this agreement unless the context otherwise requires:

**"Commencement Date"** means **date X**

**"Completion Date"** means the **date X**

**"GST invoice"** means an invoice required to be issued under the Goods and Services Tax Act 1985.

**"Services"** means those services, which **X** has agreed to provide to the NZ Landcare Trust, and contained in Schedule One.

**"Term"** means the term of this agreement provided for in clause 3.

## **2 AGREEMENT**

- 2.1 In respect of the consideration made between DCG, **XX** agrees to provide the services in accordance with the terms of the agreement and DCG agrees to make any payment in accordance with the terms of the agreement.

## **3 TERM**

- 3.1 This agreement shall commence on the Commencement Date and shall continue until the Completion Date (both dates inclusive) unless sooner terminated or varied by agreement in writing between the parties or otherwise in accordance with the terms of this agreement.

## **4 PAYMENT**

- 4.1 Services will be provided by **XX** to the DCG as described in Schedule One.
- 4.2 Provided that the Services have been provided by **XX** to the DCG's reasonable satisfaction, the DCG agrees to pay **XX** by the 20th of the month following receipt of the GST invoice – the invoice shall include a detailed description of services provided for the invoice period. The detailed description is to be aligned to key tasks as identified in Schedule One.

## **5 CONFIDENTIALITY**

- 5.1 **XX** agrees not to disclose, display, loan, publish, transfer or otherwise make available any information, irrespective of whether written or oral, provided in connection with the Services or otherwise with this agreement, unless such information is already in the public domain or such disclosure is reasonably necessary in performance of the obligation to provide the Services to the DCG.

## **6 ENTIRE AGREEMENT**

- 6.1 This agreement shall constitute the entire agreement between the parties and supersedes all prior agreements and communications, either oral or written, between the parties in respect of the subject matter contained in this agreement.
- 6.2 Any change, modification or amendment to this agreement shall only be valid and effective if agreed during the Term, in writing and signed by the parties.

## **7 TERMINATION**

- 7.1 If either party fails to comply with or acts in contravention of any term or condition of this agreement then the other party may terminate this agreement by giving notice to the defaulting party.
- 7.2 A determination under clause 7.1 will not affect or prejudice any rights, claims or actions on the part of either party arising under this agreement prior to the date of such termination.

## **8 NOTICE**

8.1 Any notice given under this agreement shall be in writing and shall be given by post or email and shall be deemed to be have been received:

(a) if sent by post, 2 days after posting to the other party's last known address;

## **9 IMPOSSIBILITY**

9.1 Neither party shall be liable for any failure to perform its obligations under this agreement when such failure is caused by adverse and unpredictable circumstances reasonably beyond such party's control.

9.2 In the event that a party is unable, due to adverse and unpredictable circumstances reasonably beyond its control (arising otherwise than as a result of such party's negligence or default), to fully perform its obligations (or the remainder thereof) under this agreement such party may, without prejudice to any rights, remedies, claims or actions it may have against the other party otherwise under this agreement, by notice to that other party given as soon as reasonably possible after and taking effect from the commencement of such circumstances, cancel performance of all its obligations under this agreement.

## **10 INDEMNITY**

10.1 **XX** shall indemnify the DCG and hold it harmless against any claims or actions arising out of or resulting from, or as a consequence of, any of its acts or omissions, whether careless or negligent, connected in any way with its obligations under this agreement, to a maximum of the value of this contract.

## **11 CONFLICT OF INTEREST**

**XX** will advise the DCG in writing of other contractual or consulting work that he/she is involved with, which may have or has the potential to create a conflict of interest with the DCG. This is to be advised at the commencement date of this agreement, and before new consultancy or contractual work for other parties commences.

## **12 ARBITRATION**

Any dispute or disagreement arising out of or over the terms of this agreement which cannot be settled between the parties shall be referred to the arbitration of a single arbitrator, if the parties can agree upon one, or otherwise of two arbitrators, one appointed by each party, or an umpire to be appointed by the two arbitrators prior to entering into the consideration of the matter, and any such reference shall be a submission to arbitration within the meaning of the Arbitration Act 1996.

## **13 MODIFICATION & ASSIGNMENT**

To be valid, modifications to this agreement must be in writing and signed by authorised signatories of both parties. Neither party may assign their rights and obligations under this Agreement without prior written consent of the other party.

**EXECUTION**

**SIGNED for the DCG**

by:

**Chairman** \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Occupation)

**SIGNED by:**

**XX** \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Occupation)

## SCHEDULE ONE

### District Catchment Group Coordinator: Schedule of Work

**Responsible to:** Chairman of the District Catchment Group (DCG)

**Location:**

**Employment type:** Independent Contractor

**Agreed Rate:** The agreed hourly rate is \$XX + GST which will be paid on a monthly basis.

**Reporting:** xxxxxxxxxxxxxxxxxxxx

#### **Purpose of Position**

The purpose of the DCG coordinator is to work with both the committee and its member to:

#### **Work with Farmer members:**

To facilitate the individual catchment groups, run field days, and catchment projects.

Work with individual members to review farm plans, and promote the adoption of practical good farm practise, while maintaining financial viability.

#### **Gather evidence, identify and manage research needs:**

Collect and collate robust evidence on the environmental, social, and economic impacts of farming to support sensible and effective management of fresh water quality in the zone.

Identify the research, and science needs of DCG and work with other parties to contribute to, and run research projects to this effect.

#### **Provide advocacy and representation on behalf of DCG:**

Represent DCG to any other groups where necessary to work towards fair and effective planning out comes for members.

To demonstrate and promote the sound environmental stewardship by its farming members to the wider community.

#### **Identify and secure additional funding:**

To pursue and secure any financial, or in kind support to assist the society to achieve its purpose.

#### **Purpose of the DCG:**

1. Inform regional and district planning processes to work towards fair outcomes for all famers in the Management area;
2. Demonstrate and promote sound environmental stewardship by its farming members;
3. Provide environmental and production management tools to support good on-farm decisions;
4. Increase the uptake of good environmental farm management practises in the Management area, including but not limited to assisting farming members with the development of Farm Environment Plans;
5. Ensure the ability of its farming members to farm sustainably, in a community which thrives and is not socially divided on the basis of nutrient allocation;
6. Collect and collate robust evidence on the environmental, social and economic impacts of farming to support the Society's purpose;
7. Grow understanding of the role of farming in managing local water quality;
8. Integrate environmental improvements and profitability - to bring farmers together to agree on good farming practice specific to their farms and management (business and environmental) goals;
9. Pursue and secure financial and in kind support for the Society to achieve its purpose;
10. Act as a collective voice for its member when dealing with government and industry;
11. Identify the research and science needs of the members to achieve the purpose of the society.

#### **Activities and key tasks**

The coordinator is expected to regularly report to the committee and take direction from the committee as progress is made and DCG evolves.

Key tasks will include but are not limited to:

<p><b>Work with Farmer members:</b></p>	<ul style="list-style-type: none"> <li>• Build a wide membership – targeting the estimated 600 farmers in the district;</li> <li>• Work directly with the policy/catchment Committee to ensure community needs are reflected in the committee’s work;</li> <li>• Facilitate the individual catchment groups, run field days and environmental enhancement projects;</li> <li>• Work with individual members to review farm plans, and promote the adoption of practical good farm practise, while maintaining financial viability.</li> </ul>
<p><b>Gather evidence, identify and manage research needs:</b></p>	<ul style="list-style-type: none"> <li>• Identify the research, and science needs of DCG and work with other parties to contribute to, and run research projects to this effect;</li> <li>• Provide environmental and production management tools to support good decisions;</li> <li>• Collect and collate robust evidence on the environmental, social, and economic impacts of farming to support sensible and effective management of fresh water quality in the catchment;</li> <li>• Build a deeper understanding of farms within the Management area. This will involve sharing the stories around the historical efforts of members and demonstrating how members currently combine sustainable farming with environmental stewardship and social responsibilities;</li> <li>• Monitor the further improvements made by members (including through Farm Environment Plans) so that we are able to add this information to our story. This work has an education focus and will involve visits to individual farms;</li> <li>• Consider the cost effectiveness and value of additional water quality monitoring in the district. Discuss this with water quality scientists and if further monitoring is deemed valuable, look at options for this.</li> </ul>
<p><b>Provide advocacy and representation on behalf of DCG:</b></p>	<ul style="list-style-type: none"> <li>• Work on behalf of its members through the regional plan review process;</li> <li>• Represent DCG to the regional council and any other groups where necessary to work towards fair and effective planning outcomes for members;</li> <li>• Lobby for compliance costs to be reflective of a business’ impact on water quality.</li> </ul>
<p><b>Identify and secure additional funding:</b></p>	<ul style="list-style-type: none"> <li>• Identify and secure funding support from industry organisations for science and research, publicity, education and events;</li> </ul>
<p><b>Other</b></p>	<ul style="list-style-type: none"> <li>• Proactively engage with other stakeholders (for example community groups, irrigators, environmental groups, industry organisations) to try and gain support for the group position heading into the plan review;</li> <li>• Additional tasks as requested by the chairman and committee of DCG to assist them to deliver on their purpose.</li> </ul>