

OFFICE of the PUBLIC SERVICE COMMISSIONER

**GOVERNMENT OF THE COOK ISLANDS**

**PO Box 24 Rarotonga, Cook Islands, ∙Tel: (682) 29 421∙Web:** [**www.psc.gov.ck**](http://www.psc.gov.ck)

This **Agreement** made this day of 2022

**BETWEEN** **HER MAJESTY THE QUEEN** in Right of the Government of the Cook Islands acting by and through (insert Name and title) of the Office of the Public Service Commissioner (the “**Agency**”)

**AND** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** the “Contractor”)

**WHEREAS**

1. The **Contractor** is engaged to assist the Agency with producing the following outputs to enable the Agency to (Insert details and list below .
   1. **Employment Engagement Survey**:
2. To provide technical advisory support to the Agency to enable it to improve its current Employee Engagement Survey. This will entail:
3. A review of current practices used by the Agency in surveying CIGOV Employee engagement
   * + Identifying and recommending best practice or alternative models to measure CIGOV Employee Engagement, with a particular focus on the areas of Health & Wellbeing and Performance Management Reporting, including providing advice and guidance on survey design, ‘best practice’ questions, rating scales and relevance to the objectives of each survey.
     + Providing training, as required, on understanding correlation and causation of qualitative and quantitative data.
4. Providing an analysis report of quantitative and qualitative data from the Human Resource Management Information System (HRMIS) that can be extracted for each survey.
5. Extract agreed upon quantitative and qualitative data from the HRMIS for each survey or as required.
6. **Human Resources Metrics**
7. To provide technical advisory support to the Agency to enable it to identify key human resources (HR) metrics and interpret trends on recruitment, retention and release of the CIGOV Workforce.
8. Identify the Leadership and Performance metrics for the Public Service Ministries that will feed in to the Mid-Year and Annual Review process.
9. Develop a measure (dashboard, etc.) to graphically display these HR metrics that will profile CIGOV employees.
10. Use the measure to graphically display these HR metrics for the Public Service Commissioner’s Annual Report to Parliament for the FY 2021 as well as for other reporting requirements of the Agency.
11. **Consultation Meetings**
    * 1. Attend meetings at a time and frequency as agreed between the Agency and the Contractor**.**
12. The Agency will pay a maximum amount of **NZ$(insert $)** (plus VAT @ 15%) for this work up until the (Insert Date), with further work subject to funding availability.

**AND** The Contractor agrees to such engagement on the terms and conditions set out in this Agreement.

**IT IS THEREFORE AGREED AS FOLLOWS**:

1. **APPOINTMENT AND TERM**
   1. The **CEO** appoints the Contractor to carry out the assignment set out in the **First Schedule** and the tasks set out in the **Second Schedule**.
   2. The term of appointment shall commence on **(Insert date)** and expire on **(Insert date)**.
   3. The Contractor shall work under the direction (Insert Details)
   4. This Agreement may be terminated by either party at any time prior to the expiry date, if the other commits a serious breach of agreement, or does anything incompatible with the due and faithful discharge of the other party’s responsibilities under it. Before doing so, the terminating party shall give notice to the other party of the breach complained of and requiring that the breach be remedied within seven (7) days of the notice. If the breach is not so remedied than at the expiry of that seven (7) day period, the terminating party may terminate the Agreement and if so shall then provide to the other party a written statement to the effect that action has been taken pursuant to this provision in terminating the Agreement and stating the reason or reasons for doing so. Nothing in this clause shall preclude either party from exercising any other remedy.
   5. This Agreement may be varied, but no variation will be effective unless agreed in writing by both parties.
2. **DUTIES**
   1. The Contractor shall during the said term of services subject to the direction of the CEO, diligently and faithfully fulfill the assignment set out in the First Schedule and the key tasks set out in the Second Schedule. The Contractor shall devote his best skills and energies to the discharge of those tasks and shall use his best endeavors to ensure performance of the contract.
3. **REMUNERATION**
   1. The CEO shall, during the term of consultancy, authorize the payment to the Contractor in consideration of his services in accordance with the payment schedule set out in the Second Schedule, such payments to be payable during the course and at completion of project or receiving authorisation from the CEOfor such payments to be made.
   2. The CEO shall reimburse the Contractor for all actual and reasonable disbursements expense, incurred by the Contractor in the reasonable performance of his duties and obligations under the Agreement, provided prior consent was obtained from the CEO.
   3. The Contractor shall present invoices for payments in accordance with Second Schedule together with such receipts or other evidence of expenditure as may reasonably be required.
   4. All payments and reimbursements will be paid into an account nominated by the Contractor by direct credit.
4. **CONFIDENTIALITY**
   1. The Contractor must not, either during the term of this contract or at any time after its termination, except so far as may be necessary for the proper performance of the Contractor’s duties and responsibilities, or as may be required by law:
      1. Disclose to any person, any official information that has come to the Contractor’s knowledge in the course of the performance of this contract, except in accordance with applicable legislation;
      2. Use or attempt to use any such official information for the Contractor’s own personal benefit, or for the benefit of any other person or organisation, or in any manner whatsoever, other than in accordance with the Contractor’s duties and responsibilities, and consistent with the Code of Conduct and Values of the public service.
   2. Upon the termination of this contract, the Contractor must immediately deliver to the CEO all official information, files, documents, reports and any other property of the Agency which is in the Contractor’s possession or under the Contractor’s control.
5. **CONFLICT OF INTEREST**

5.1 The Contractor must disclose to the CEO, in writing, all (including political) interests of the Contractor and of her immediate family, which may conflict with the interests of the Agency. The Contractor must make the first declaration of interest on signing this contract and thereafter at the request of the CEO, or as new interests of the Contractor, and of her immediate family, arise. The Contractor agrees to take such steps as the CEO requires, to resolve or manage any such conflict.

* 1. Without the prior written authorisation of the CEO, the Contractor must not engage in any activity (including political), paid or unpaid, which impinges upon or is likely to impinge upon, the proper performance of the Contractor’s duties and responsibilities under this contract.
  2. If the CEO forms the opinion that any activity (including political) engaged in or about to be engaged in by the Contractor impinges upon, or is reasonably likely to impinge upon, the proper performance of the Contractor’s duties and responsibilities under this contract, the CEO may after considering any explanations from the Contractor, direct the Contractor to cease or refrain from such activity, and the Contractor shall act accordingly.

1. **MISCELLANEOUS**
   1. All work produced by the Contractor under this Agreement shall be the property of the Agency who shall be entitled to any copyright or merchandise arising from the Contractor’s work.
2. **ARBITRATION**
   1. In the event of any dispute or difference arising between the parties hereto regarding any matter or thing arising out of this Agreement or the interpretation of any clause, matter or thing herein contained or hereby contemplated, such dispute or differences shall be referred to and settled by arbitration pursuant to the Arbitration Act 2014 of the Cook Islands.
3. **GOVERNING LAW**
   1. The governing law in respect of this Agreement shall be the law of the Cook Islands and no legal act of any kind, including implementation of the arbitration clause hereto shall be commenced except in the High Court of the Cook Islands.

**IN WITNESS WHEREOF**, this agreement has been executed the day and year first hereinbefore written.

**SIGNED** by the Contractor **)**

**SIGNED** for and on behalf of **HER MAJESTY )**

**THE QUEEN IN RIGHT OF THE )**

**GOVERNMENT OF THE COOK ISLANDS )**

Acting by and through the (Insert Title and Ministry)

(Insert Name)

**First Schedule:** Employment Engagement Survey

### Justification for the assignment/project

**Expected Outputs**

The following outputs are required from this project.

### Governance and management

The Contractor will be accountable to the CEO for work outputs. The Contractor may occupy office space and relevant equipment can be provided to deliver the outputs of this project.

### Reporting requirements

The Contractor will work closely with the CEO and staff of the Office of the Public Service Commissioner in undertaking this work and provide work completed and any other appropriate tools or documents to the CEO.

### Relevant reports and documents

Relevant documents and policies will be provided to the Contractor to assist with this work.

**Second Schedule:**Payment terms

The project timeframe will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with payments payable based on the successful completion of all tasks identified under Outputs one and two.

| **Item** | **Description** | **Total** |
| --- | --- | --- |
| Fees | Professional fees | $ (incl. VAT) |

| **No.** | **Dates** | **Description** | **Indicative payment of fees** |
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