

Appendix B

Excerpts from template open syndicated panel agreement for face to face interpreting services.

1. DEFINITIONS AND INTERPRETATION

1.1 *Definitions: In this Agreement, unless the context requires otherwise:*

Dispute Manager means the people specified as such in Schedule 1;

Escalated Dispute Manager means the person specified in Schedule 1;

18. DISPUTE RESOLUTION

18.1 **Dispute resolution process:** Subject to clause 18.6, a party may not commence any court proceedings relating to a dispute between the parties unless the party has complied with clauses 18.2 to 18.4.

18.2 **Dispute notice:** If there is a dispute between the parties in relation to this Lead Agency Agreement, either party may give the other party notice of the nature and details of the dispute.

18.3 **Negotiation:** Each party will notify the other and the Lead Agency of a dispute on the day that the dispute arises. The parties will use their best efforts to resolve the dispute. If the dispute is not resolved:

- a) within five Business Days, the dispute will be escalated to the Dispute Managers; and
- b) within a further five Business Days, the dispute will be escalated to the Escalated Dispute Managers.

18.4 **Mediation:** If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. If a party refers the dispute to mediation, they must notify the Lead Agency of the mediation promptly following such referral. The mediation will be in Wellington and conducted under the Resolution Institute standard mediation rules. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator will be appointed, or the fees set, by the chair of Resolution Institute (or his/her nominee) at the request of either party. The parties will bear the mediator's fees equally.

18.5 **Continued performance:** Regardless of any dispute, each party must continue to perform this Lead Agency Agreement to the extent practicable, but without prejudice to their respective rights and remedies.

18.6 **Urgent relief:** Nothing in this clause 18 will preclude a party from seeking urgent interlocutory relief before a court.

SCHEDULE 1: CONTRACT INFORMATION

REPRESENTATIVES (Schedule 5)	The Agency's representative: Ivanica Meshtrovich, ivanica.meshstrovich@mbie.govt.nz , +64 4 897 5444 ext 49444, [withheld under s9(2)(a)]
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	<i>The Service Provider's representative: [insert name of and contact details for the representative.]</i>
DISPUTE MANAGERS (Clause 18.3)	<p>Lead Agency</p> <p><i>Dispute Manager: Andrew Lockhart, Andrew.Lockhart@mbie.govt.nz, +64 9 9282217, [withheld under s9(2)(a)]</i></p> <p><i>Escalated Dispute Manager: Fiona Whiteridge, Fiona.Whiteridge@mbie.govt.nz, [withheld under s9(2)(a)]</i></p> <p>Service Provider</p> <p><i>Dispute Manager: [insert name and contact details for the Dispute Manager]</i></p> <p><i>Escalated Dispute Manager: [insert name of and contact details for the Escalated Dispute Manager]</i></p> <p><i>Postal address</i></p>

SCHEDULE 5: GOVERNANCE AND REPORTING

1. GOVERNANCE STRUCTURES

1.3 Role of Service Provider's Representative: *The functions and duties of each Service Provider's Representative include:*

...

- f) managing any dispute or potential dispute in accordance with the escalation procedure set out in the Lead Agency Agreement.*

...

2. RELATIONSHIP MANAGEMENT

2.1 Procedures:

- a) Any issues or disputes must be managed by the Participating Agency and the Service Provider in the first instance.*
- b) If unable to be resolved, the issue is to be notified to the Lead Agency's Representative.*
- c) If unable to be resolved, the issue is to be escalated in accordance with clause 18.3.*

2.3 Reporting: *The Service Provider will provide the following reports (or a reduced scope of reports if agreed in writing by the Lead Agency), monthly (or at a lesser frequency if agreed in writing by the Lead Agency):*

...

- f) A summary of feedback received from Participating Agencies, including (where permitted) a list of each complaint received.*
- g) A summary of feedback received from the Service Provider's pool of interpreters.*

SCHEDULE 6: PARTICIPATING AGENCY TERMS AND CONDITIONS

17. DISPUTE RESOLUTION

17.1 Dispute resolution process: *Subject to clause 17.6, a party may not commence any court proceedings relating to a dispute between the parties unless the party has complied with clauses 17.2 to 17.4.*

17.2 Dispute notice: *If there is a dispute between the parties in relation to this Participating Agency Agreement, either party may give the other party notice of the nature and details of the dispute.*

17.3 Negotiation: *Each party will notify the other and the Lead Agency of a dispute on the day that the dispute arises. The parties will use their best efforts to resolve the dispute. If the dispute is not resolved within five Business Days, the dispute will be escalated to the parties' respective senior managers and notified to the Lead Agency.*

17.4 Mediation: *If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. If a party refers the dispute to mediation, they must notify the Lead Agency of the mediation promptly following such referral. The mediation will be in Wellington and conducted under the Resolution Institute standard mediation rules. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator will be appointed, or the fees set, by the chair of Resolution Institute (or his/her nominee) at the request of either party. The parties will bear the mediator's fees equally.*

17.5 Continued performance: *Regardless of any dispute, each party must continue to perform this Participating Agency Agreement to the extent practicable, but without prejudice to their respective rights and remedies.*

17.6 Urgent relief: *Nothing in this clause 17 will preclude a party from seeking urgent interlocutory relief before a court.*