



CONTRACT FOR SERVICE

Contract AGREEMENT made between

New Zealand Institute of Studies ("employer") and ("Contractor").

IT IS AGREED as follows:

1. Engagement

- (a) The contractor shall be contracted to administer and invigilate New Zealand Institute of Studies (NZIoS) English Language Entry Proficiency Test
- (b) All testing will be done strictly in accordance with Schedule One, including the Invigilator Terms and Conditions and any subsequent amendments made by NZIoS.
- (c) The Contractor warrants that the Service required to be carried out under this Agreement shall be of a standard considered by the Employer to be reasonably acceptable.

2. Term

The Contractor shall provide the Services in accordance with the provision of the Agreement during the period ("Term") commencing _____ and ending _____ unless varied by written agreement.

3. Termination of Agreement

- (a) The Contractor acknowledges that the Employer has the right to terminate this Agreement in the following circumstances:
 - (i) If the test results are inaccurate, overstated or vary in any significant way from the equivalent testing conducted by NZIoS, the Employer will be entitled to terminate this Agreement forthwith without further notice; any outstanding fees will be paid to the Contractor; or
 - (ii) By giving not less than two (2) weeks written notice, without assigning any reason therefore.





- (b) The Contractor has the right to terminate this Agreement by giving not less than two (2) weeks written notice of termination.

4. Duties of the Contractor

- (a) The Contractor will provide the Services at a specified location as described in the Schedule one.
- (b) The Contractor will advise the Employer of potential or actual conflicts of interest as soon as they are aware of such conflict. The Contractor will not take on other work that may conflict with the Client's work.
- (c) The Contractor must advise each candidate and their representative, that the test results must be validated by retesting on arrival in New Zealand. The New Zealand test and test conditions will be equivalent to the original test the candidate has undertaken off-shore.
- (d) Any significant variation in a candidate's validation test score that demonstrates the candidate does not have the English proficiency level to undertake study in the programme they have enrolled will result in the candidate being withdrawn from their NZIoS programme of study.
- (e) All test materials, applications, carried out or planned must be safeguarded against improper use.
- (f) Completed test material must be sent to NZIoS test coordinator in New Zealand within 1 hour of the test being completed.
- (g) Unused test material must be destroyed immediately after testing takes place.
- (h) The contractor must read and confirm understanding of the The Code of Practice for Pastoral Care.

5. Confidentiality

- (a) The Contractor will treat in the strictest confidence all information which comes into their possession.
- (b) Upon termination of the Agreement the Contractor will return to the Employer any documents, materials or information of any nature relating to or obtained in the course of providing the Services.

6. Service facilities

The Contractor will ensure that Candidates are provided with safe and clean facilities consistent with the provision of the Services – see schedule one Invigilator terms and conditions





7. Transfer

The Contractor may not transfer or assign the whole or any part of this Agreement.

8. Disputes

In the event of a dispute between the parties to this Agreement that cannot be settled by discussion and agreement, the dispute will be put in writing and the parties will present the dispute to an arbitrator who shall be mutually agreed upon. The Contractor and the Employer will share the cost of employing an arbitrator equally. The parties further agree that the decision of the arbitrator shall be final.

9. General

- (a) Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.
- (b) If the test results are found to be inaccurate upon retesting in New Zealand, and the candidate is refused entry onto their programme of choice, the candidate is liable for any additional costs they may incur.
- (c) This Agreement will be governed and construed in accordance with the laws of New Zealand.
- (d) This Agreement and the Schedule constitute the entire agreement between the parties and supersede all prior agreements, undertakings, representations and previous negotiations between the parties.

10. Indemnity

The Contractor hereby declares that the entering into this Agreement, and the provisions of Services under this agreement, will not cause them to be in breach of any existing agreement with any other client or employer.

SIGNED as an Agreement by the parties on the day and year first written above

SIGNED on behalf of (Contractor).

in the presence of

SIGNED on behalf of New Zealand Institute of Studies (Employer)

By

in the presence of.....





Schedule One:

The Contractors role is to deliver testing services for the New Zealand Institute of Studies as follows:

Candidate application process

1. Candidates complete all sections of the English language proficiency test application form and provide the required identification document – verified by off-shore test administrator.
2. The off-shore test administrator sends the application form and identification documents to NZIoS test coordinator
3. The NZIoS test coordinator verifies the candidate's completed application form and identity documents
4. The NZIoS test coordinator confirms test times with the off-shore test administrator.
5. The candidate is informed of the test time and confirms their availability.
6. The off-shore test administrator confirms the test times with NZIoS test coordinator.

NZIoS test coordinator and off-shore test administrator process

1. NZIoS test coordinator emails English proficiency test materials to off-shore test administrator no later than 24 hours prior to the test date.
2. Test administrator makes test copies – copies limited to number of test candidates.
3. Off-shore administrator invigilates the test as per invigilator terms and conditions
4. Off-shore administrator completes an invigilator terms and conditions attestation for each test candidate.
5. Off-shore invigilator scans and sends completed candidate test material and invigilator terms and conditions attestation to NZIoS test coordinator by close of business on the day of the test.
6. Test coordinator marks test and sends results to off-shore test administrator within 24 hours of receipt of all candidate test material and invigilator terms and conditions attestation.

