

8 June 2022

s 9(2)(a)

Email s 9(2)(a)  
Ref H202204837

Dear s 9(2)(a)

### **Response to your request for official information**

Thank you for your requests under the Official Information Act 1982 (the Act) to the Ministry of Health (the Ministry) on 30 March 2022 for information relating to the Vaping Regulatory Authority (VRA) business plans for 2020/21 and 2021/22. Given the similarity in subject matter, and your requests being received in short succession, the Ministry has consolidated your requests which will be addressed under this response in turn.

- a. *Can we please ask for the Vaping Regulatory Authority (VRA) business plans for 2020/21 and 2021/22?*
- b. *Copies of all internal accountability reports on the function and/or operations of the VRA?*

These parts of your request are refused under section 18(e) of the Act as the information requested does not exist.

- c. *Since 1 November 2021, copies of correspondence, briefings, analysis, reports etc by the VRA on the operation of the Smokefree Environments and Regulated Products Act 1990 related to vaping products.*

On 29 April 2022, you were contacted and asked to refine this part of your request as it would require a substantial amount of time to collate and would involve a search for this information manually across a number of teams within the Ministry. On 6 May 2022, the Ministry sent a follow up email.

The Ministry has not received a response from you to date. As such, this part of your request for information is refused under section 18(f) of the Act, as it would require a substantial amount of collation to provide the information you have requested. The Ministry remains open to responding to a manageable request in the future.

*d. Since 1 November 2021, copies of correspondence, briefings, analysis, reports etc from the VRA connected to Smokefree Aotearoa 2025.*

The VRA has not provided any commentary on Smokefree Aotearoa 2025. As such, these parts of your request are refused under 18(e) of the Act, as the information requested does not exist.

*e. How many staff are employed by the Vaping Regulatory Authority (VRA) on both an FTE basis and by headcount (inclusive of consultants)?*

The VRA employs a total of 3.5 full time equivalent (FTE) which is spread across seven staff whose responsibilities also include the functions of the Medicinal Cannabis Agency, the Psychoactive Substances Regulatory Authority, as well as the VRA.

*f. What part of the Ministry of Health does the VRA structurally report to or belong to including the relevant Deputy Director General of Health?*

The VRA is part of the Regulatory Practice and Analysis Team which is part of Medsafe. Medsafe is currently part of the Health System Improvement and Innovation Directorate led by Acting Deputy Director-General, Emma Prestidge.

*g. What part of Health NZ and/or the Maori Health Authority is the VRA envisaged to report to, including, but not limited to reports, memos, briefings, or analysis relating to future structure.*

The VRA will remain as part of Medsafe within the Ministry for the time being. No decisions on the future placement of the functions of the VRA have been made yet.

*h. How many people engaged with the VRA (or the Ministry advising on vaping) are consultants and what, if any, has been spent on consultants relating to the development of vaping policy/VRA in 2018/19, 2019/20; 2020/21 and 2021/22 to the date of this request?*

*i. How many persons (employed or consulting) with the VRA or/or the Ministry on vaping policy, have received income or revenue against the following income bands in 2018/19, 2019/20; 2020/21 and 2021/22 (forecast to the end of this financial year):*

*I. <\$50,000*

*II. \$50,001-\$99,000*

*III. \$100,000-\$119,000*

*IV. \$119,000-\$139,000*

*V. \$140,000-159,000*

*VI. \$160,000-179,000*

*VII. 180,000+*

The VRA has interpreted this part of your request as individuals working on the vaping policy. No individuals are employed specifically for work associated to the vaping policy. Individuals work on a wide range of areas, that are not only specific to the vaping policy, but work carried out in business units such as tobacco control. As a result, it is not possible to provide the specific number of full-time employees (FTEs) working on policy. Therefore, we

are unable to associate income bands and this part of your request is refused under section 18(e) of the Act, as this information does not exist.

Year	VRA (includes work on establishment of the vaping regulatory regime)
2018/19	nil
2019/20	nil
2020/21	\$164,070
2021/22 to end of March 2022	\$423,965

j. In 2020/21 and 2021/22 (forecast to the end of this financial year), what has been the actual and forecast revenue and expenditure of the VRA inclusive of the following categories:

- I. Revenue: Crown revenue
- II. Revenue: Other (please detail)
- III. Expenditure: Salaries, wages and fees
- IV. Expenditure: Professional development
- V. Expenditure: Travel and accommodation
- VI. Expenditure: Consultants or consultancy agreements
- VII. Expenditure: Rental and operating lease costs
- VIII. Expenditure: Website development and maintenance

Expenditure is inclusive of the above categories.

	2020/21 Actual \$m (GST Exclusive)	2021/22 Forecast to year end \$m (GST Exclusive)
<b>Crown revenue</b> <sup>Note 1</sup>	0	0
<b>Third party revenue (fees)</b>	0	<b>1.564</b>
<b>Expenditure</b>		
Personnel <sup>Note 2</sup>	0	0.080
Contractors	0.756	0.424
Computer services and software	0.397	0.657
Corporate overheads <sup>Note 3</sup>	0	0.264
<b>Expenditure Total</b>	<b>1.153</b>	<b>1.425</b>

Note 1: The VRA receives no revenue from Crown funding – activities are 100 per cent funded through third party revenue (fees).

Note 2: Personnel costs include permanent and temporary staff costs

Note 3: Corporate overheads include rental and operating lease costs and website development and maintenance

*k. If the VRA/Ministry of Health has contractual agreements with outside entities or bodies on vaping policy, research or services, who were the top-10 providers AND what was the nature, purpose and outcome of each contract in 2020/21 and 2021/22 (forecast to the end of this financial year)?*

The Ministry had contractual agreements with Allen + Clarke Policy and Regulatory Specialists, Action for Smokefree 2025. Currently the Ministry has an ongoing contract with Curative. Details are outlined in Documents 2, 4 and 5 in Appendix 1 of this letter. Please note, where information is withheld under section 9 of the Act, I have considered the countervailing public interest in release in making this decision and consider that it does not outweigh the need to withhold at this time.

*l. Can we please request copies of all correspondence, reports, memos, emails, advice or meeting notes, etc, involving the VRA/Ministry of Health with the University of Otago and/or Regional Health Wellington since 12 August 2021 where vaping and/or the retail sale of vaping products was the subject?*

Copies of the email correspondence between the Ministry and the University of Otago are attached to this letter as Document 3 and outlined in Appendix 1. Another document which is an Evidence for Achieving Smokefree 2025 Equitably Aotearoa's International Tobacco Control project questionnaire is also attached to this letter as Document 6.

Please note, that the Ministry has not sent any correspondence, reports, memos or meeting notes about vaping or the sale of vaping products to Regional Public Health Wellington.

*m. How many specialist vape retailers are there in New Zealand as of the date of this request by SVR as well as premises associated with each SVR?*

As at 30 of March 2022, there were 324 retailers approved as 'specialist vape retailers' in New Zealand under section 14A of the Smokefree Environments and Regulated Products Act 1990. From this, there were 596 'approved vaping premises' and 111 'approved Internet sites'.

*n. How many specialist vape retailer premises are also an approved vaping premise as of the date of this request AND which SVR (and SVR premises) are they by name and address?*

In order for retailers to operate as a 'specialist vape retailer', they must have both a 'specialist vape retailer' application for their business and at least one 'approved vaping premise' application approved. Retailers may have multiple 'approved vaping premises' under their 'specialist vape retailer' licence.

Therefore, as per the response to the above question, there were a total of 324 'specialist vape retailers' operating out of a total of 596 'approved vaping premises' as of 30 March 2022.

The 'Specialist Vape Retailer Register' which is available on our website shows the physical address of all current 'approved vaping premises' and the website URLs of all current

'approved internet sites.' You can find this information here:

[www.harp.health.nz/search/1DC97E34-E3F1-40E3-ADFE-30092B36F21C](http://www.harp.health.nz/search/1DC97E34-E3F1-40E3-ADFE-30092B36F21C).

*o. How many specialist vape retailer applications (by year and by month) have been:*

*I. Declined*

*II. Withdrawn*

*III. Approved*

*Applications Declined*

As of 30 of March 2022, no 'specialist vape retailer' applications have been declined.

*Applications Withdrawn*

As of 30 March 2022, 55 'specialist vape retailer' applications have been withdrawn. The following table breaks this down by month and year:

<b>Month and Year</b>	<b>Number of 'specialist vape retailer' applications withdrawn</b>
August 2021	5
September 2021	1
October 2021	18
November 2021	15
December 2021	4
January 2022	4
February 2022	4
March 2022	4

*Applications Approved*

As at 30 March 2022, 324 'specialist vape retailer' applications have been approved. The following table breaks this down by month and year:

<b>Month and Year</b>	<b>Number of 'specialist vape retailer' applications approved</b>
August 2021	19
September 2021	40
October 2021	107
November 2021	90
December 2021	25
January 2022	15
February 2022	16
March 2022	12

*p. For declined applications in (c) above, if any, what were the primary reasons or basis for decline?*

As per the response to question (c) above, no 'specialist vape retailer' applications have been declined as at 30 March 2022

*q. How many SVRs have lost registration, if any, by month and year and what was the primary reasons or basis for removing registration?*

As at 30 March 2022, no 'specialist vape retailers' have lost registration after being approved to operate as a specialist vape retailer from their approved vaping premise(s).

*r. How many SVRs have committed an offence in respect of vaping, if any, by month and year and what was the primary nature of the offence?*

*s. How many dairies (general retailers) have committed an offence in respect of vaping, if any, by month and year and what was the primary nature of the offence?*

The focus of the VRA compliance activities to date has been on assisting companies to comply through the provision of information and education. The VRA have received and followed up on a total of 156 complaints as at 30 March 2022. Document 1 sets out the complaints received by month and year, the nature of the complaint and the outcome of follow up on the complaint.

The VRA has received eight complaints about dairies/general retailers, seven of these related to selling vaping products to minors and one related to the sale of products online. The dairies/general retailers have been informed that sale of vaping products to people under the age of 18 is illegal.

The remainder of the complaints (148) relate to SVRs.

*t. How much revenue has the Ministry of Health/VRA received on a GST exclusive fees by month and financial year, if any, in 2020/21 and 2021/22 year to date from:*

- I. Notifiers*
- II. Applicant to be a specialist vape retailer (SVR)*
- III. Applicant to be a SVR (each specified retail premise to which the application relates)*
- IV. Applicant to be a SVR (each specified Internet site)*
- V. SVR applying for additional retail premises to be included or for a specified internet site to be included*
- VI. Approved Vaping Premise*

The VRA does not hold information on the received revenue by application type. The following table breaks down the VRA's overall total received revenue by month and year, which includes all product notifications and applications to become a specialist vape retailer from specified retail premises and, if applicable, specified Internet sites.

Month and Year	Revenue Received (GST Exclusive)
August 2021	\$99,950
September 2021	\$123,700
October 2021	\$286,700
November 2021	\$299,600

December 2021	\$91,972
January 2022	\$142,350
February 2022	\$365,000
March 2022	\$109,000

*u. How many SVRs have been physically visited and/or inspected by the VRA by month in each of 2020/21 and 2021/22 year to date AND which SVRs were they (including names and addresses)?*

As of the date of this request, no approved 'specialist vape retailers' have been physically visited and/or inspected by the VRA. Note that the VRA does not manage the Smokefree Enforcement Officers that are employed by the Public Health Units

*v. How many complaints about SVRs/retailers has the VRA received by month in each of 2020/21 and 2021/22 year to date?*

*k. What have been the reasons for each complaint against SVRs/retailers?*

*l. What has been the outcome of complaints received against SVRs/retailers in each of 2020/21 and 2021/22 year to date?*

A summary of the number of complaints received by the VRA in 2020/2021 and 2021/2022 to 31 March 2022, along with the nature of the complaint and the outcome is outlined in Document 1.

*x. What resources and/or interagency agreements does the VRA have to verify Annual returns by specialist vape retailers?*

The VRA is responsible for the annual reporting requirements for manufacturers, importers, and specialist vape retailers, as per section 100 of the Smokefree Environments and Regulated Products Act 1990. Under section 100(2), each year a specialist vape retailer must, in accordance with regulations, prepare a return showing sales-related information required by regulations in respect of the regulated products or class of regulated products sold by the retailer and file the return no later than 31 January. The VRA currently has sufficient resources with existing staff to review the annual returns by Specialist Vape Retailers. The VRA do not have any interagency agreements with regards to verifying these Annual returns.

I trust this information fulfils your request. Under section 28(3) of the Act, you have the right to ask the Ombudsman to review any decisions made under this request. The Ombudsman may be contacted by email at: [info@ombudsman.parliament.nz](mailto:info@ombudsman.parliament.nz) or by calling 0800 802 602.

Please note that this response, with your personal details removed, may be published on the Ministry website at: [www.health.govt.nz/about-ministry/information-releases/responses-official-information-act-requests](http://www.health.govt.nz/about-ministry/information-releases/responses-official-information-act-requests).

Yours sincerely



**VAPING  
REGULATORY  
AUTHORITY**



Chris James  
**Licensing Authority**  
**Vaping Regulatory Authority**



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## Appendix 1: List of documents for release

#	Date	Document details	Decision on release
1	January 2020 – 31 March 2022	Vaping Complaints received by the Vaping Regulatory Authority to 30 March 2022	Released in full.
2	21 June 2021	AoG Consultancy Services Order (CSO) between the Ministry of Health and Allen & Clarke Policy and Regulatory Specialist Ltd.	Released with some information withheld under the following sections of the Act: <ul style="list-style-type: none"> <li>• Section 9(2)(a) - to protect the privacy of natural persons, including that of deceased natural persons;</li> <li>• Section 9(2)(ba)(i) - to protect the information that is subject to an obligation of confidence and making it available would likely prejudice the supply of similar information, or information from the same source.</li> </ul>
3	10 August – 8 October 2021	Email correspondence between the Ministry of Health and the University of Otago	
4	28 October 2021	Agreement between the Ministry of Health and ASH New Zealand Incorporated t/a Action for Smokefree 2025: ASH Year 10 analysis	
5	2 December 2021	AoG Advertising Services – Advertising Services Order (ASO) between the Ministry of Health and Curative	

#	Date	Document details	Decision on release
6	4 March 2022	Evidence for Achieving Smokefree 2025 Equitably Aotearoa's International Tobacco Control project questionnaire	

## Vaping Complaints received by the Vaping Regulatory Authority to 30 March 2022

The following table sets out the number of complaints received by the VRA in 2020/2021 and 2021/2022 to 31 March 2022, along with the nature of the complaint and the outcome of follow up. The VRA's focus of compliance in the first instance has been on providing information and education to assist companies to comply.

Month	Number of complaints received	Nature of complaint with numbers received	Outcome of complaint follow up
Jan 20	7	online advertising (7)	Online advertising removed
Feb-Oct 20	none	-	-
Nov 20	1	TSVR not meeting sales threshold (1)	TSVR confirmed as meeting sales threshold
Dec 20	5	advertising breaches (5)	1 not advertising breach 4 companies advised of advertising prohibitions
Jan 21	5	advertising breaches (5)	Companies advised of advertising prohibitions
Feb 21	22	<ul style="list-style-type: none"> <li>• Display and advertising of tobacco and herbal smoking products (19)</li> <li>• Advertising products on social media (1)</li> <li>• Use of posters at a liquor store (1)</li> <li>• Advertising health claims for vaping product (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Companies advised that herbal smoking products cannot be displayed; herbal vaping products can be displayed</li> <li>• Social media advertising removed</li> <li>• Posters at liquor store removed</li> <li>• Advertising health claims removed</li> </ul>
Mar 21	3	<ul style="list-style-type: none"> <li>• Advertising health claims for vaping products (2)</li> <li>• Minor selling vaping devices to other minors (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Advertising health claims removed</li> <li>• Minor selling vaping devices to other minors complaint sent to local Public Health Unit for follow up</li> </ul>
Apr 21	1	Health claims on vaping products (1)	Health claims removed
May 21	12	<ul style="list-style-type: none"> <li>• General retailers selling vaping products to minors (2)</li> <li>• Vape stores illegally promoting their products (2)</li> <li>• Vape store selling vape juice with colouring (3)</li> <li>• Vape stores advertising products on social media (4)</li> <li>• Minor present on the premises (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Sales to minors complaints sent to local Public Health Units for follow up</li> <li>• Stores informed of prohibition on advertising; promotions removed</li> <li>• Stores selling vape juice with colouring informed of rules and products were removed from sale</li> <li>• Stores removed advertising of products on social media</li> <li>• Store advised of rules regarding minors on premises</li> </ul>

Month	Number of complaints received	Nature of complaint with numbers received	Outcome of complaint follow up
Jun 21	15	<ul style="list-style-type: none"> <li>• Sale of vaping products to minors (5)</li> <li>• Vape store advertising through posters (1)</li> <li>• Advertising vaping products online (9)</li> </ul>	<ul style="list-style-type: none"> <li>• Sales to minors complaints sent to local Public Health Units for follow up</li> <li>• Posters removed</li> <li>• Online advertising of products removed</li> </ul>
Jul 21	None		
Aug 21	8	<ul style="list-style-type: none"> <li>• Vaping in an unrestricted area of premises (1)</li> <li>• Requests for law change to address proximity of a vape store to a school (3)</li> <li>• Request to delete requirement to notify products (1)</li> <li>• Sale of restricted flavours (1)</li> <li>• Sale of products online from a general retailer (1)</li> <li>• Vape stores advertising products on social media (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Vaping in an unrestricted area of premises sent to local Public Health Unit for follow up</li> <li>• Currently no intent to change law to address proximity of a vape store to a school</li> <li>• Notification requirement remains</li> <li>• Company informed that sale of restricted flavours not allowed</li> <li>• Sale of products online removed</li> <li>• Social media advertising removed</li> </ul>
Sept 21	10	<ul style="list-style-type: none"> <li>• Sale of restricted flavours from vape stores (2)</li> <li>• Vape store advertising through posters (1)</li> <li>• Minor present in a vape store (1)</li> <li>• General retailer distributing free regulated products (1)</li> <li>• Online retailer selling fruit flavours as menthol (1)</li> <li>• SVR not having a separate premise to another store (1)</li> <li>• SVR not meeting sales threshold (2)</li> <li>• Vape store not registered (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Restricted flavours removed from sale</li> <li>• Poster advertising not in breach of legislation</li> <li>• Store advised that minors not allowed on premises</li> <li>• Distribution of free regulated products stopped</li> <li>• Retailer advised that selling fruit flavours as menthol not allowed</li> <li>• SVR had appropriate premises</li> <li>• SVRs declared they met the sales threshold</li> <li>• Unregistered Vape store closed</li> </ul>
Oct 21	5	<ul style="list-style-type: none"> <li>• Vaping premise that is not a separate premise (1)</li> <li>• Vaping company selling fruit flavours (1)</li> <li>• Company selling unnotified products (1)</li> <li>• General retailer selling all flavours (1)</li> <li>• Vape store advertising on social media (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Vaping premise verified as a separate premise</li> <li>• Vaping company advised that they could not sell fruit flavours</li> <li>• Company had notified products</li> <li>• General retailer no longer selling all flavours</li> <li>• Social media posts removed</li> </ul>
Nov 21	11	<ul style="list-style-type: none"> <li>• Store not meeting sales thresholds (2)</li> <li>• Operating as an online company without AVP registration (2)</li> <li>• Stores selling vapes to minors (3)</li> </ul>	<ul style="list-style-type: none"> <li>• Store declared that sales thresholds met</li> <li>• Follow up of complaints on online company without AVP registration in progress</li> </ul>

Month	Number of complaints received	Nature of complaint with numbers received	Outcome of complaint follow up
		<ul style="list-style-type: none"> <li>• Advertising of products online (2)</li> <li>• Availability of 100mg/ml nicotine products (1)</li> <li>• Stores for one company not registered as SVRs (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Public Health Units to follow up on stores selling vapes to minors</li> <li>• Advertising of products online removed</li> <li>• 100mg/ml nicotine products not available in NZ</li> <li>• Stores were approved as SVRs</li> </ul>
Dec 21	5	Advertising breaches (5)	<ul style="list-style-type: none"> <li>• Advertising removed (3)</li> <li>• Advertising allowed (2)</li> </ul>
Jan 22	8	<ul style="list-style-type: none"> <li>• SVRs did not have appropriate premises (2)</li> <li>• Use of trademarks for the purpose of advertising (2)</li> <li>• Company advertising products on social media (1)</li> <li>• Minors on the premise of an SVR (1)</li> <li>• Dairy selling flavours from their store (1)</li> <li>• "THC" vape available in NZ (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Both SVRs were approved vaping premises</li> <li>• Follow up on trademark complaints ongoing</li> <li>• Social media accounts not active</li> <li>• Store advised that minors not allowed in store</li> <li>• Public Health Unit following up on local dairy selling flavours from their store</li> <li>• Availability of THC vape in NZ passed on to Medicinal Cannabis Agency for follow up</li> </ul>
Feb 22	15	<ul style="list-style-type: none"> <li>• Use of Hookah/Shisha (1)</li> <li>• Billboard being used for advertising (2)</li> <li>• Premises not appropriate (3)</li> <li>• Advertising vaping products on social media (1)</li> <li>• Trademark being used as a company name (1)</li> <li>• Sale of vaping products that were above the 50mg/ml nicotine limit (2)</li> <li>• Minors being sold vaping products (2)</li> <li>• Sale of unnotified products (2)</li> <li>• Advertising on a signage board (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Use of Hookah/shisha is outside the scope of the VRA</li> <li>• Company involved with billboard advised to remove it</li> <li>• Premises were approved vaping premises</li> <li>• Company advised to remove social media or apply for an approved vaping internet site</li> <li>• Use of trademark allowed</li> <li>• Company was selling products above the 50mg/ml nicotine limit. All products were taken off the shelves immediately and returned.</li> <li>• Sale to minors complaint passed to the local Public Health Unit for follow up.</li> <li>• Sale of products ceased until correctly notified</li> <li>• Signage board was not in breach of the legislation.</li> </ul>
Mar 22	23	<ul style="list-style-type: none"> <li>• Products being sold that were not notified (8)</li> <li>• Advertising via a second shop (1)</li> <li>• Store not meeting the sales threshold to be an SVR (1)</li> </ul>	<ul style="list-style-type: none"> <li>• Sale of products ceased until correctly notified</li> <li>• Advertising via a second shop was not in breach of the legislation</li> </ul>

Month	Number of complaints received	Nature of complaint with numbers received	Outcome of complaint follow up
		<ul style="list-style-type: none"> <li>• Use of a Vending Machine to sell vapes (1)</li> <li>• Premises selling multiple vapes and advertising whilst not being an SVR (1)</li> <li>• The remaining complaints were received involving stores allowing minors onto their premises or sale to minors (11)</li> </ul>	<ul style="list-style-type: none"> <li>• Store met the sales threshold to be an SVR</li> <li>• The use of a vending machine is still being followed up</li> <li>• The complaint involving the company selling multiple vapes and advertising was passed onto the local Public Health Units for follow up</li> <li>• Complaints involving minors were all sent to the relevant Public Health Units for follow up</li> </ul>
	<b>Total = 156</b>		

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## AoG Consultancy Services Order (CSO)

<b>PART A</b> – for Participating Agency to (client) complete			
<i>The Participating Agency (referred to as the client in Parts A-E of this CSO) will complete this and email the entire form (including all Parts) to the Provider.</i>			
<b>Date</b>	<b>21 June 2021</b>	<b>Client</b>	<b>Ministry of Health</b>

<b>Client Details</b>			
<b>Contact name &amp; title</b>	S9(2)(a)	<b>Contact phone &amp; e-mail</b>	S9(2)(a)
<b>Client reference</b>	Vaping policy support	<b>Project Name</b>	Implementation of Smokefree Environments and Regulated Products Act 1990

<b>Provider Details</b>			
<b>Provider name</b>	Allen and Clarke Policy and Regulatory Specialists Ltd	<b>Contact phone &amp; e-mail</b>	S9(2)(a)
<b>Nominated Personnel</b>	S9(2)(a)	<b>Project name</b>	S9(2)(a)
<b>Sub category</b>	Policy, research and development		

<b>Purpose and any background information</b>
The purpose is to provide support to identify potential issues with the Smokefree Environments and Regulated Products Amendment Act 1990, as part of the Ministry's broader work to implement the legislation. We expect to have an opportunity to amend the Act next year, which provides an opportunity to rectify any problems, eg, with the design of the legislation and/or drafting etc.

<b>Specific questions / instructions for the provider</b>
Phase One will be a short phase to confirm the scope of work, delivery dates, proposed team, and budget. Phase One will also include the identification of all relevant documents for review to complete the project. The key output will be a high-level project plan on a page.
Phase Two will make up the bulk of the work. The focus of the work will be on identified potential or actual issues with the legislation based on interviews with the establishment team for the Vaping Regulatory Authority and selected PHU compliance staff, reviewing key documents identified in Phase 1, and review of the legislation and regulations. To enable the issues to be analysed and prioritised,



Allen + Clarke will establish a risk matrix that assesses the potential impact of the identified issues, and the likelihood of the issue arising. These issues will then be grouped based on the cause or driver of the issue, such as those arising from drafting issues, or those driven by policy settings. Categorising the identified issues in this way will provide the Ministry with a prioritised set of issues based on the risk they pose to the operation of the vaping legislation, as well as categorised by the process (and correlated difficulty) for resolving them.

Additional information	
Criminal Record Check <input type="checkbox"/>	Right to work in New Zealand check <input type="checkbox"/>
Verification of Qualifications <input type="checkbox"/>	Reference checking <input type="checkbox"/>

Client specific requirements
n/a

Timeframes
<b>Phase one:</b> 21-23 June 2021
<b>Phase two:</b> 23 June-16 July 2021

Deliverables		
Deliverable / Milestone	Performance Standards	Due Date
Phase one: plan on a page	As outlined in Allen and Clarke's proposal dated 22 June 2021	26 June 2021
Phase two: report	As above	16 July 2021

Indicative budget
\$15,210

<b>Outputs of the Service</b>
Phase one as above: \$790
Phase two as above: \$14,420

<b>Provider liability cap</b>
As set out in Part F

<b>PART B</b> The Provider will complete Part B and e-mail back to the client.		
<b>Specific Services to be provided</b>		
<i>[This box is to be populated on a case-by-case basis for each Consultancy Services Order.          The Provider will review Part A and set out <b>here</b> a detailed description of the Services it is to provide to meet the objectives and in response to the other information in Part A.]</i>		
<b>Sub Category and Tier of Provider</b>		
<b>Selection</b>	<b>Sub-category of Services</b>	<b>Tier (1/2/3)</b>
	Accounting	
	Assurance	
	Audit	
<b>x</b>	Policy, research and development	<b>2</b>
	Finance and economics	
Report (form to be agreed) identifying prioritised set of issues based on the risk they pose to the operation of the vaping legislation, as well as categorised by the process (and correlated difficulty) for resolving them.		

<b>Can you confirm that the Nominated Personnel (if any) is available to provide the Services</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<b>Can you confirm that the timeframe is acceptable</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

<b>Estimated Start and End Date</b>			
<b>Start</b>	21 June 2021	<b>End</b>	16 July 2021

Deliverables							
Deliverable / Milestone	Performance Standards	Due date	Name of consultant	Level (1-5)	Hourly / Daily Fee Rate	Hours / days	Total Fees (Excl. GST)
Plan on a page	Succinct plan setting out key tasks, milestones and deliverables	26 June 2021	S9(2)(a)	4	\$180 per hour	S9(2)(ba)(i)	\$790
Final report	Comprehensive report setting out findings and recommendations, delivered to quality standards expected by the Ministry	16 July 2021	S9(2)(a)	4	\$180 per hour	S9(2)(ba)(i)	\$14,420
Total Chargeable Fees (Excl. GST) =							\$15,210

Estimate / Quote (excluding GST, if any)	
Fees	\$15,210
<b>Administration Fee (Tier 1 &amp; 2 only)</b>	\$152.10
(Optional) The above Fees are apportioned as follows:	
Job Level 1	\$
Job Level 2	\$
Job Level 3	\$
Job Level 4	\$15,210
Job Level 5	\$
Fixed Fee (Job Level 1)	\$
Fixed Fee (Job Level 2)	\$
Fixed Fee (Job Level 3)	\$
Fixed Fee (Job Level 4)	\$
Fixed Fee (Job Level 5)	\$
Monthly Retainer	\$
Subcontracting	\$
<b>Expenses</b>	\$
<b>Total Charges</b>	\$15,362.10
Identify whether the Total Charges is an Estimate / Quote and the method that the Charges have been calculated	
Additional information / assumptions:	

Job Level	Indicative Characteristics
Level 5	<ul style="list-style-type: none"> <li>• 15+ years of extensive professional experience in their specialised field in a consultancy role.</li> <li>• An industry leader and key influencer who is respected for their professional proficiency and knowledge.</li> <li>• Recognised as a trusted adviser to ministers and/or senior executive teams.</li> <li>• Acts as the senior responsible person on major client engagements. Able to be accountable for leading complex projects/programs.</li> <li>• Responsible for leading a high performing team of professionals, including the coaching and mentoring of colleagues at Levels 1–4.</li> </ul>

Level 4	<ul style="list-style-type: none"> <li>• 10+ years of substantial professional experience in their specialised field in a consultancy role.</li> <li>• Strong theoretical base in subject area, with ability to apply best practice principles to the subject matter context.</li> <li>• Senior team leader with the ability to deputise for the senior responsible person and coach and mentor more junior staff.</li> <li>• Ability to coordinate contributions of other specialists to complete a joint project.</li> <li>• Can engage with clients at strategic/management level if required.</li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• 3-10 years of notable professional experience in their specialised field in a consultancy role.</li> <li>• A trusted performer on a wide range of client-facing consultancy projects in both the private and public sectors.</li> <li>• Thorough knowledge of functional area, combining a broad grasp of relevant best practice principles.</li> <li>• Ability to participate in multi-disciplinary teams and to work independently (with limited supervision).</li> <li>• Performs professional level analysis requiring technical skills and independent initiative within a well-defined program of work.</li> <li>• Contacts with clients predominantly at a working level.</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• 1-3 years of demonstrable professional experience in their specialised field in a consultancy role.</li> <li>• Previous experience on a range of client-facing consultancy projects, preferably in both the private and public sectors.</li> <li>• Has a theoretical base in subject area, possibly supplemented through recent study, with the ability to translate theory into practice</li> <li>• Performs a variety of analytical tasks requiring independent initiative and knowledge.</li> <li>• Interacts with clients predominantly at the working level.</li> </ul>
Level 1	<ul style="list-style-type: none"> <li>• 0+ years of relevant professional experience in a professional environment.</li> <li>• Evidence of prior contributions to consultancy engagements.</li> <li>• Performs a range of administrative tasks to support the wider team.</li> <li>• Work is performed under the guidance of colleagues at Levels 3-5.</li> </ul>

<b>Conflict of Interest declaration</b>
I, S9(2)(a) have made diligent inquiry whether Allen + Clarke has any actual, potential or perceived Conflict of Interest were it to provide the Services described in this Consultancy Services Order and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:
No actual, perceived or potential conflicts of interest have been identified. If any should be during the course of the project we will immediately advise of these along with any suggested mitigation steps.

<b>Additional information</b>

<b>PART C</b> <b>LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER</b> <i>The Client will complete Part C if they wish to change any details in Part A.</i>
<b>Revised scope and/or timeframe</b>

**PART D****LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER**

*The Client will complete Part C if they wish to change any details in Part A.*

**Revised Estimate (excluding GST, if any)**

Fees

\$[Add in Total for Fees for Services]

**Administration Fee (Tier 1 & 2 only)**

\$[Tier 1 and Tier 2 Providers - 1% of Fees for Services ONLY, not expenses]

*(Optional)* The above Fees are apportioned as follows:

Job Level 1

\$

Job Level 2

\$

Job Level 3

\$

Job Level 4

\$

Job Level 5

\$

Fixed Fee (Job Level 1)

\$

Fixed Fee (Job Level 2)

\$

Fixed Fee (Job Level 3)

\$

Fixed Fee (Job Level 4)

\$

Fixed Fee (Job Level 5)

\$

Monthly Retainer

\$

Subcontracting

\$

**Expenses**

\$

**Total Charges**

\$

Identify whether the Total Charges is an Estimate / Quote and the method that the Charges have been calculated

Additional information / assumptions:

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<b>PART E - Acceptance</b> <b>LEAVE BLANK WHEN ISSUING CONSULTANCY SERVICES ORDER</b>		
<i>The Provider and the client to complete on acceptance of this Consultancy Services Order</i>		
<b>The Provider confirms they have completed any necessary checks as outlined in Part A (Additional Information)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Name of Provider's authorised signatory</b>	S9(2)(a)	
<b>Signature of authorised signatory</b>	S9(2)(a)	

<b>The client accepts and authorises this Consultancy Services Order</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<b>Name of client's authorised signatory</b>	S9(2)(a)	
<b>Signature of authorised signatory</b>	S9(2)(a)	
<b>Date of acceptance</b>	23 June 2021	
<b>Client's job reference or purchase order number</b>		

## Part F – Terms

### THE PROVIDER AND PARTICIPATING AGENCIES ARE NOT PERMITTED TO AMEND THIS PART F.

*This Part F contains an extract of selected terms and conditions from the Services Agreement (the **Agreement**). Clause, schedule and paragraph references have been updated to refer to clauses, schedules and paragraphs in this Part F where applicable. For the full terms and conditions that govern the Services, please refer to the Agreement.*

#### 1. Appointment

##### 1.1 Appointment

- (a) The Participating Agency appoints the Provider to provide Services to the Participating Agency as detailed in this Consultancy Services Order and the Provider accepts that appointment, in accordance with the terms of this Consultancy Services Order.
- (b) Certain obligations of the Provider in this Consultancy Services Order do not apply to sub-categories of Services for which the Provider has been appointed as a Tier 3 Provider as follows:
  - (i) the Participating Agency may nominate specific Personnel to be the primary providers or to supervise the delivery of the Services but clauses 6.2(b) to 6.2(e) do not apply to any nominated Personnel;
  - (ii) the relevant Services are not required to meet or exceed the Service Levels specified in Schedule 3 (Performance Measurement) and clause 2.5(a), Schedule 3 (Performance Measurement) do not apply;
  - (iii) the Provider is not required to pay an Administration Fee and clause 8.3(a)(v) does not apply;
  - (iv) the Provider is not required to conduct the Agency Satisfaction Survey for the relevant Services and clause 5.1(h) does not apply;
  - (v) the Provider and Participating Agency are not obligated to escalate a dispute to the CoE's

All-of-Government Procurement Manager, Centre of Expertise for Consultancy, in accordance with clause 13.2(c)(ii); and

- (vi) as otherwise stated in this Consultancy Services Order.

#### 2. Services

##### 2.1 Services

- (a) The Provider will provide Services to the Participating Agency in accordance with the terms of this Consultancy Services Order.
- (b) The Provider will use all reasonable endeavours to ensure that, on the date the Documentation is provided under this Consultancy Services Order, such Documentation is in a readable and readily useable format.

##### 2.2 Agents may procure Services

The Participating Agency may, by notice to the Provider and the CoE, appoint one or more third parties to procure Services under this Consultancy Services Order on the Participating Agency's behalf and/or receive invoices, as if that agent was a Participating Agency, provided that any such procurement is for the sole benefit of the Participating Agency.

##### 2.3 Timely performance

The Provider will ensure that the Services to be performed under this Consultancy Services Order are provided on or before the date specified for performance (if any) in this Consultancy Services Order and, if no time is specified, within a reasonable time after the issue of the Consultancy Services Order.

##### 2.4 Delay

- (a) If the Provider considers that it is (or is likely to be) prevented or delayed from achieving a date or time for performance (**Milestone**) specified in this Consultancy Services Order (**Delay**), it will:
- (i) immediately provide notice verbally or in writing to the Participating Agency, setting out:
    - (A) the cause of the Delay and its expected duration;
    - (B) the effect of the Delay on its ability to perform its obligations under this Consultancy Services Order (including any future Milestones);
    - (C) what extension, if any, to the relevant Milestone is being sought; and
    - (D) what steps, if any, the Participating Agency may take to mitigate the effect of the Delay; and
  - (ii) take all reasonable steps necessary (including by the allocation of additional resources) to eliminate or avoid the Delay and, in all cases, mitigate its effects.
- (b) If the Provider and Participating Agency agree that the Delay is acceptable or wish to amend the Milestone:
- (i) the Provider will complete and submit Part C of this Consultancy Services Order to the Participating Agency; and
  - (ii) upon receipt of the completed Part C of this Consultancy Services Order, the Participating Agency must promptly advise the Provider in writing if the completed Part C is acceptable.
- (c) If the Provider does not achieve the Milestone (as amended from time to time) and the Participating Agency's acts or omissions, or those of its Personnel or third parties acting on its behalf, have not caused the Provider to fail to achieve the Milestone, the Participating Agency may, without prejudice to any other right or remedy, suspend payment of any Charges relating to this Consultancy Services Order until the Provider remedies the relevant failure.
- accordance with Industry Best Practice;
- (ii) ensure that the Services to be performed under this Consultancy Services Order are provided on or before the date specified for performance (if any) in this Consultancy Services Order and, if no time is specified, within a reasonable time after the issue of this Consultancy Services Order;
  - (iii) ensure that all Documentation, information and advice (including Documentation, information and advice provided prior to the issue of this Consultancy Services Order) provided to the Participating Agency or published on the Provider Database is Fit for Purpose so that, without limitation, it contains sufficient content and detail to enable the Participating Agency to make use of it for the purpose for which it was requested;
  - (iv) act in the best interests of the Participating Agency in the provision of Services to the Participating Agency; and
  - (v) provide Services to the reasonable satisfaction of the Participating Agency (as reported to the CoE).

### 3. Estimates and Quotes

#### 3.1 Estimates and Quotes

- (a) The Provider must provide an Estimate or Quote for all Services to be provided under this Consultancy Services Order, unless the total Fees in respect of the Services under this Consultancy Services Order are likely to be less than \$10,000 (exclusive of GST) or such other amount as determined by the CoE and notified to the Provider.
- (b) Despite clause 3.1(a), if, during the course of providing the Services, the Provider becomes aware that the total Fees (excluding GST) are likely to exceed the amount referred to in clause 3.1(a), the Provider must provide an Estimate in accordance with clauses 3.1(c) to (e).
- (c) All Estimates and Quotes will be provided at no cost to the Participating Agency.
- (d) All Estimates and Quotes must specify the estimated timeframe to perform the Services requested in this Consultancy Services Order and the Rates of Personnel providing the Services and include any Expenses likely to be incurred in providing the Services.
- (e) All Quotes and Estimates must be provided to the Participating Agency in writing and must be included in this Consultancy Services Order.

## 2.5

### Service standards

- (a) The Provider must provide the Services in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider to a standard that reaches or exceeds the Service Levels specified in Schedule 3 (Performance Measurement).
- (b) In addition, the Provider must:
  - (i) provide the Services diligently, efficiently, effectively and in

- (f) To avoid doubt and without limiting clause 4.5(c) of the Services Agreement, if any Quote or Estimate is not acceptable to the Participating Agency, the Participating Agency and Provider may seek to negotiate a more favourable Quote or Estimate, including a decrease in the Rates on which the Quote or Estimate was based.

### 3.2 If Charges exceed the Estimate

- (a) If during the course of providing the Services under this Consultancy Services Order, the Provider becomes aware that the total Charges (excluding GST) are likely to exceed the Estimate, the Provider must give written notice to the Participating Agency using Part D of this Consultancy Services Order as soon as the Provider becomes so aware, but no later than the time the costs accrued or incurred reach 80% of the Estimate.
- (b) The notice under clause 3.2(a) must specify a revised Estimate for the Services and include the reason the total Charges will exceed the original Estimate.
- (c) The Participating Agency has sole discretion whether to approve a revised Estimate and must act reasonably when deciding whether to approve a revised Estimate.
- (d) When a revised Estimate is approved, the Participating Agency must provide written notice of the same to the Provider.
- (e) If a Provider has provided an Estimate to the Participating Agency for Services, the Participating Agency is not liable to pay the Provider any amount exceeding the Estimate unless the Participating Agency has approved a revised Estimate.

### 3.3 If Charges exceed the Quote

- (a) The Provider acknowledges that neither the CoE nor the Participating Agency are obliged to pay any Charges to the Provider in relation to Services performed under this Consultancy Services Order if those Charges exceed any Quote provided in relation to this Consultancy Services Order, unless the Participating Agency has given its prior written consent in accordance with clause 3.3(b).
- (b) If the Participating Agency agrees to allow the Provider to increase the Charges:
- (i) the Provider will complete and submit Part D of this Consultancy Services Order to the Participating Agency; and
- (ii) upon receipt of the completed Part D of this Consultancy Services Order, the Participating Agency must promptly advise the Provider (in writing) if the completed Part D is acceptable.

## 4. Conflicts of interest

### 4.1 Conflicts of interest

- (a) The Provider must, upon receipt of this Consultancy Services Order, make diligent inquiry whether it has any actual, potential or perceived Conflicts of Interest if it were to provide the Services specified in this Consultancy Services Order and, if no such Conflict of Interest exists, the Provider must provide confirmation to that effect to the Participating Agency.
- (b) If the Provider has an actual, potential or perceived Conflict of Interest, the Provider must immediately notify the Participating Agency and must not begin performing the Services without the prior written approval of the Participating Agency.
- (c) The Provider must take all reasonable steps to ensure that:
- (i) a situation does not arise that might result in an actual, potential or perceived Conflict of Interest; and
- (ii) any Personnel or Subcontractors of the Provider do not engage in any activity or obtain interests that might result in the Provider or such Personnel or Subcontractors having an actual, potential or perceived Conflict of Interest,
- that cannot be managed to the satisfaction of the Participating Agency.
- (d) If, after commencing Services under this Consultancy Services Order, the Provider becomes aware of any matter, circumstance, interest or activity that may give rise to any actual, potential or perceived Conflict of Interest, the Provider must immediately notify the Participating Agency of all relevant details and must immediately cease work on the Services until such time as the Participating Agency provides written notice confirming the Provider may continue to perform the Services or terminates the engagement of the Provider in respect to the Services to be performed under this Consultancy Services Order in accordance with clause 4.1(e).
- (e) If the Participating Agency considers that the Provider has an actual Conflict of Interest of sufficient gravity that the Provider can no longer perform Services for it, the Participating Agency may, by written notice to the Provider, terminate this Consultancy Services Order with immediate effect on the date of termination specified in that notice.
- (f) Any approval or notice given by the Participating Agency pursuant to clause 4.1(b) or 4.1(d) may require the Provider to take steps reasonably required by the Participating Agency to manage the Conflict of Interest, and the Provider must provide written notice confirming its

acceptance of those steps before it may commence or continue to provide the Services under this Consultancy Services Order.

## 5. Responsibilities

### 5.1 Provider responsibilities

In addition to its other obligations under this Consultancy Services Order, the Provider will:

- (a) respond promptly, accurately and adequately to any requests for information made by the Participating Agency in relation to the Services, including requests for advice;
- (b) in performing Services for the Participating Agency under this Consultancy Services Order comply with all privacy and other policies and guidelines issued by the Participating Agency and notified or made available to the Provider;
- (c) obtain, maintain and comply with any governmental, regulatory or other approvals, permissions, consents, licences, and requirements necessary to provide the Services and perform its obligations under this Consultancy Services Order;
- (d) comply with all Laws at all times during the Term in so far as they relate to the provision of the Services, including the Privacy Act 1993 and all applicable consumer laws;
- (e) ensure that it and its Personnel providing the Services do not access the Participating Agency's information or systems except to the extent necessary to provide the Services and for no other purpose;
- (f) as soon as is practicable, notify the Participating Agency of any problems or issues that arise in relation to the performance of its obligations under this Consultancy Services Order, including any problems or issues that will, or are likely to, affect the provision or quality of the Services or the ability of the Provider to perform its obligations under this Consultancy Services Order;
- (g) without limiting any other provision of this Consultancy Services Order, use all reasonable endeavours to avoid damaging or adversely affecting any Participating Agency's reputation;
- (h) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, conduct the Agency Satisfaction Survey by asking the Participating Agency the questions recorded in Annexure A of Schedule 5 (Governance) to the Services Agreement within 5 Business Days of the Services in this Consultancy Services Order being completed.

### 5.2 Participating Agencies' responsibilities

The Participating Agency has the following responsibilities in relation to the Services:

- (a) to manage its operational relationship with the Provider, including in relation to the fulfilment of this Consultancy Services Order;
- (b) to notify the Provider of all relevant policies, guidelines and procedures of the Participating Agency that the Provider must comply with when performing the Services under this Consultancy Services Order;
- (c) to provide adequate instructions and information to the Provider to allow it to perform the Services under this Consultancy Services Order;
- (d) to make timely decisions where approvals or consents are reasonably sought by the Provider in performing the Services under this Consultancy Services Order;
- (e) to pay the Charges; and
- (f) to use its best efforts to resolve any dispute directly with the Provider before involving the CoE in accordance with clause 13.

## 6. Resourcing

### 6.1 General requirements

The Provider will provide and maintain sufficient resources (including human resources, equipment, telecommunications connectivity, premises and other facilities) to enable it to perform its obligations on time and otherwise in accordance with this Consultancy Services Order.

### 6.2 Provider's Nominated Personnel

- (a) The Participating Agency may, in this Consultancy Services Order, nominate specific Personnel (**Nominated Personnel**) to be the primary providers or to supervise the delivery of the Services.
- (b) If any Nominated Personnel nominated in this Consultancy Services Order are not available to provide or supervise the Services requested, the Provider must immediately notify the Participating Agency and provide details of other Personnel (if any) with the necessary skills and experience to provide or supervise the Services requested pursuant to this Consultancy Services Order.
- (c) Notice given under clause 6.2(b) must specify the period for which the Nominated Personnel will continue to be unavailable.
- (d) Upon receipt of notice under clause 6.2(b), the Participating Agency must notify the Provider whether the replacement Personnel are acceptable.
- (e) The Participating Agency is under no obligation to accept any replacement Personnel and, if it does not approve the replacement Personnel, the Provider may not commence or continue providing the Services.

6.3 **Personnel**

- (a) The Provider will ensure that all of its Personnel who are engaged in the performance of the Provider's obligations under this Consultancy Services Order:
- (i) have the requisite skills, expertise, qualifications and experience;
  - (ii) have, before performing any such obligations, obtained all security clearances and passed all probity checks required by, or necessary to provide the Services to, the Participating Agency;
  - (iii) comply with all health, safety, security and other policies, codes of conduct, procedures and reasonable directions as may be reasonably required by the Participating Agency from time to time; and
  - (iv) will carry out their respective duties with due care, skill and diligence.
- (b) The Participating Agency will notify the Provider of any security clearances and probity checks required by, or necessary to provide the Services to, the Participating Agency.

Subcontractor performs the relevant obligations within 10 Business Days, failing which the Participating Agency may, by notice to the Provider, require the Provider to remove that Subcontractor; or

- (ii) a material threat to the health, safety or security of the Personnel or property of the Participating Agency, or has breached security or confidentiality requirements of this Consultancy Services Order, the Participating Agency may, by notice to the Provider, require the Provider to remove that Subcontractor,

and the Provider will ensure the immediate removal of that Subcontractor.

6.4 **Subcontracting**

- (a) The Provider will not subcontract the performance of all or part of the Services or any of its other obligations under this Consultancy Services Order, except with the prior written consent of the Participating Agency.
- (b) The Provider is solely responsible for the selection of each Subcontractor and must ensure that each Subcontractor is creditworthy, qualified and has the relevant experience to perform the work it is required to carry out for the Provider.
- (c) To the extent permitted by Law, the Provider is and remains fully responsible for any act or omission of any Subcontractor.
- (d) The Provider must ensure that each Subcontract contains obligations on the Subcontractor that are consistent with the relevant terms of this Consultancy Services Order, including in relation to clauses 5.1 (Provider responsibilities), 6.3(a) (Personnel), 10 (Confidentiality), 11 (Intellectual Property) and 14 (Termination) and Schedule 3 (Performance Measurement), together with clause 15 (Audit) of the Services Agreement.
- (e) If, in the Participating Agency's reasonable opinion, a Subcontractor is:
- (i) materially not performing in accordance with the terms of this Consultancy Services Order, the Participating Agency may, by notice to the Provider, require the Provider to procure that the

**7. Changes****7.1 Change procedure**

The Participating Agency may agree any variations to this Consultancy Services Order with the Provider using Part C of the Consultancy Services Order.

**8. Price and payment****8.1 Calculation of Charges**

The Charges will be calculated in accordance with the terms of Schedule 2 (Pricing).

**8.2 Participating Agency to pay for Services**

- (a) The Participating Agency will pay the Provider the Charges applicable to any Services procured by the Participating Agency on the terms of this clause 8.
- (b) The Charges and Administration Fee comprise the total amount payable by the Participating Agency for the Services.

**8.3 Invoicing and payment**

Except as otherwise provided in Schedule 2 (Pricing) or as agreed with the Participating Agency in this Consultancy Services Order, the Provider will invoice the Participating Agency (or, if the Participating Agency has instructed the Provider in writing, the third party agent) for the Charges and the Participating Agency will pay those Charges, in accordance with the following terms:

- (a) the Provider will render one itemised invoice to the Participating Agency at the end of each month during the Term for all Services performed during that month specifying (as applicable):
  - (i) the nature and amount of the Fees or other applicable fees and fee structures;
  - (ii) the Personnel and their applicable Rate;
  - (iii) the hours billed (by Personnel and in the aggregate);
  - (iv) the nature and amount of any Expenses (including any third



party charges to be passed on to the Participating Agency);

- (v) if applicable, the amount representing the Administration Fee;
  - (vi) how much of the Estimate or Quote has been used;
  - (vii) a brief description of the Services provided during that month; and
  - (viii) any other matters the Participating Agency may reasonably request;
- (b) each correctly rendered invoice will be payable on or before the 20th day of the month following the month in which the invoice was received;
- (c) the Participating Agency will have no obligation to pay any Charges which are invoiced more than 90 days after the date that such amount was required to be invoiced pursuant to this clause 8.3; and
- (d) the Provider may only invoice the Participating Agency for any Expenses at the cost actually incurred by the Provider.

#### 8.4 Invoice disputes

If the Participating Agency or the Provider disputes an invoice:

- (a) it may withhold the disputed sum and, if applicable, associated Administration Fee until the dispute is resolved;
- (b) the dispute will be resolved in accordance with clause 13; and
- (c) it will pay the undisputed portion in accordance with clause 8.3.

The Provider will not be excused from performing its obligations under this Consultancy Services Order while an invoice is disputed by the Participating Agency.

#### 8.5 Taxes

- (a) Except for any GST payable by the Participating Agency, any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including applicable interest and penalties) payable in connection with this Consultancy Services Order under any Law is to be paid by the Provider and not passed on to the Participating Agency unless otherwise expressly agreed in writing by the Participating Agency.
- (b) The Participating Agency may deduct from any payment to be made to the Provider any withholding taxes or other deductions that it is required by Law to make.

#### 8.6 Administration Fee

In relation to the sub-categories for which the Provider has been appointed as a Tier 1 or Tier 2 Provider, the Provider will ensure that each invoice issued to the Participating Agency for the Charges includes, in addition to the Charges, a

separate amount equal to 1% of the Fees (excluding GST) (the **Administration Fee**).

#### 8.7

##### Suspension of payment

- (a) Without prejudice to any other right or remedy that may be available to the Participating Agency, the Participating Agency may suspend payment of all or any part of the Charges if the CoE has notified the Provider that the Provider is in Material Breach, until that Material Breach is remedied.
- (b) If the Material Breach is not capable of remedy the Participating Agency and the Provider agree to treat the Charges as being in dispute and clause 14 will apply.

#### 9. Warranties

##### 9.1

##### General warranties

Each party represents, warrants and undertakes that:

- (a) it has full power, capacity and authority to execute, deliver and perform its obligations under this Consultancy Services Order;
- (b) it has, and will continue to have, all the necessary consents, permissions, licences and rights to enter into and perform its obligations under this Consultancy Services Order; and
- (c) this Consultancy Services Order constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

##### 9.2

##### Provider's warranties

The Provider represents, warrants and undertakes that:

- (a) it will perform its obligations under this Consultancy Services Order with due care, skill, promptness and diligence at all times;
- (b) it has, and will have throughout the Term, sufficient Personnel to supply the Services and to perform its other obligations under this Consultancy Services Order;
- (c) it, and each of its Personnel engaged in the performance of the Services, has, and will have throughout the Term, the necessary expertise and all necessary governmental, regulatory or other approvals, permissions, consents, licences, qualifications, accreditations and requirements to provide the Services and perform its other obligations under this Consultancy Services Order;
- (d) it will comply with the requirements of all Laws as they relate to the provision of Services by the Provider;
- (e) the possession or use of any item of Intellectual Property supplied or licensed by it, or the use of any item of Intellectual Property by it to perform its obligations under this Consultancy Services Order, will not infringe the rights of any third party;



- (f) all Documentation (and any other information or advice supplied by it to the Participating Agency) and any information and data reported to the CoE will be accurate, complete and (as applicable) Fit for Purpose;
- (g) there are no existing agreements, undertakings or arrangements which prevent it from entering into this Consultancy Services Order, or which would impede the performance of its obligations under this Consultancy Services Order, or that it would breach by entering into this Consultancy Services Order;
- (h) it is not (and nor is any of its Personnel) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under this Consultancy Services Order; and
- (i) it has not offered any inducement in connection with the entering into or negotiation of this Consultancy Services Order, and will not offer any inducement in connection with the supply of Services to the Participating Agency.

### 9.3 Continuous application

The warranties, representations and undertakings set out in clause 9.2 will be deemed to be given by the Provider continuously throughout the Term.

### 9.4 Notification

Each party will promptly notify the other if at any time during the Term it breaches any of the warranties, representations and undertakings in this clause 9.

### 9.5 Other warranties excluded

All warranties (statutory, express or implied) which are not expressly referred to in this Consultancy Services Order are excluded to the fullest extent permitted by Law.

## 10. Confidentiality

### 10.1 Protection of Confidential Information

- (a) Subject to clauses 10.1(c) and 10.2, the Provider and the Participating Agency will treat as confidential and not disclose to any third party nor use for its own benefit any Confidential Information that is the Confidential Information of the other.
- (b) The Provider will:
  - (i) ensure that all Confidential Information of the Participating Agency (and any backup archives containing such Confidential Information) in the possession or control of the Provider from time to time is kept secure and managed and protected and only disclosed or otherwise dealt with in accordance with this Consultancy Services Order;
  - (ii) not use any Agency Information for its own purposes or for any

purposes different from those contemplated by this Consultancy Services Order; and

- (iii) advise the CoE in writing if any Confidential Information of the Participating Agency will be transferred or stored outside New Zealand before such information is transferred and will confirm that the requirements of this clause 10.1 will be met while such Confidential Information is stored outside New Zealand.

- (c) Clause 10.1(a) does not prevent the disclosure of Confidential Information:

- (i) if that information was known, or becomes known, to the public through no act or default of the recipient;
- (ii) that the recipient is required by Law or parliamentary practice (including parliamentary questions) to disclose, or to a Select Committee or to a Minister of the Crown, so long as the recipient provides notice of the required disclosure promptly upon receipt of notice of the required disclosure (if it is permitted to do so by Law);
- (iii) that was lawfully known to the recipient prior to the date it was received;
- (iv) that becomes available to the recipient from a source other than a party to this Consultancy Services Order, provided that the recipient has no reason to believe such source is itself bound by an obligation of confidence to the person that disclosed that information or is otherwise prohibited under Law from disclosing such information;
- (v) to any Professional Adviser for the purposes of rendering professional services to a party in relation to this Consultancy Services Order;
- (vi) to the extent that such disclosure is authorised by this Consultancy Services Order; or
- (vii) if such disclosure is approved for release with the consent of the party from whom the Confidential Information is first received.

### 10.2

#### Limited disclosure

- (a) The Provider may, subject to clause 10.2(d), disclose the Confidential Information of the Participating Agency to its Subcontractors, Personnel, Related Entities and Professional Advisers who need to know the same for the sole purpose of enabling the Provider to perform its obligations and exercise its rights under this Consultancy Services Order.

- (b) The Participating Agency may, subject to clause 10.2(d), disclose the Confidential Information of the Provider to its third party suppliers, Personnel and Professional Advisers and any other Participating Agencies (including the CoE) who need to know the same in connection with the Services.
- (c) The Provider will not disclose the Participating Agency's Confidential Information to any of its Subcontractors, Related Entities or Professional Advisers, and the Participating Agency will not disclose the Provider's Confidential Information to any of its third party suppliers or Professional Advisers, unless the recipient has given a written confidentiality undertaking to the disclosing party in terms substantially similar to those set out in this clause 10.
- (d) Any undertaking given pursuant to clause 10.2(c) will be provided to the other party to this Consultancy Services Order on request.

## 11. Intellectual Property

### 11.1 Intellectual Property owned by Provider

- (a) The Participating Agency acknowledges that all:
  - (i) Intellectual Property held by the Provider before the Commencement Date;
  - (ii) Intellectual Property developed independently from this Consultancy Services Order by the Provider, and that is not developed, commissioned or created under or in connection with this Consultancy Services Order; and
  - (iii) adaptations and modifications to the Intellectual Property described in clauses 11.1(a)(i) and (ii),
 remains the Provider's sole and exclusive property (**Provider IP**).
- (b) To the extent that the Participating Agency needs to use any of the Provider IP to receive the full benefit of the Services, the Provider grants to the Participating Agency a royalty-free, non-exclusive licence (including, if agreed in this Consultancy Services Order, the right to sublicense) to use, copy, modify and distribute during the Term any Provider IP provided to the Participating Agency by or on behalf of the Provider.

### 11.2 Intellectual Property owned by Participating Agency

- (a) The Provider acknowledges that the Participating Agency or its licensor has, and continues to have, sole and exclusive ownership of all Intellectual Property rights in all of the Agency Information together with all adaptations and modifications of such Agency Information (**Pre-contract Participating Agency IP**).

- (b) All Intellectual Property created or developed by the Provider or its employees or Subcontractors in performing the Services and developing the Documentation will be owned by the Participating Agency from the date the Intellectual Property is created or developed (**Post-contract Participating Agency IP** and, together with the Pre-contract Participating Agency IP, the **Participating Agency IP**).

- (c) If the Provider (or any of its Subcontractors) has under any Law any right in or claim to any of the Participating Agency IP or holds any of the Participating Agency IP, the Provider (by itself and for its Subcontractors):

- (i) assigns to the Participating Agency all of its rights, title and interest in and to the Participating Agency IP from the date it was created or developed; and
- (ii) waives all right of lien or similar rights as may now or later be claimed in the Participating Agency IP; and
- (iii) waives all of its moral rights under Part 4 of the Copyright Act 1994 in the Participating Agency IP,

and the Provider will sign all documents and do all acts and things that are necessary to give effect to this clause 11.2(c).

- (d) To the extent that the Provider needs to use any of the Participating Agency's IP for the purpose of performing its obligations under this Agreement, the Participating Agency grants to the Provider, subject to any written direction given by the Participating Agency, of a royalty-free, non-exclusive, non-transferable licence to use and store the Participating Agency's IP for the sole purpose of performing its obligations under this Consultancy Services Order during the Term.

11.3

### Intellectual Property owned by third parties

- (a) To the extent that the Provider needs to use any Intellectual Property held or owned by a third party (**Third Party IP**) in performing the Services under this Consultancy Services Order, the Provider will use its best endeavours to obtain the fullest rights of use and licence of that Third Party IP (on terms and at a cost to be agreed with the Participating Agency) as are necessary for the performance of those Services for the benefit of the Participating Agency.
- (b) The Participating Agency acknowledges that the Provider may have limited ability to obtain rights and/or a licence to use any Third Party IP and, where the Provider, using its best endeavours, cannot obtain appropriate rights and/or a licence for the Participating Agency to

use that Third Party IP, the warranty in clause 9.2(e) applies.

## 12. Liability

### 12.1 Indemnity

- (a) The Provider will, to the extent permitted by Law, indemnify the Participating Agency against all Losses suffered or incurred by the Participating Agency as a result of any:
  - (i) unlawful, malicious or negligent act or omission by the Provider;
  - (ii) personal injury, sickness, death or loss of, or damage to, tangible property due to an act or omission of the Provider; or
  - (iii) any other breach by the Provider of its obligations under this Consultancy Services Order.
- (b) The Provider will, subject to clause 12.1(c), indemnify the Participating Agency against all Losses suffered or incurred by the Participating Agency as a result of any claim that the possession or use of any Intellectual Property supplied or licensed by the Provider, or the use of any Intellectual Property used to provide the Services, infringes any third party's rights.
- (c) The Provider will have no liability under clause 12.1(b) to the extent that any IP Claim arises from any:
  - (i) modification by the Participating Agency of any item of Intellectual Property supplied or licensed by the Provider without the approval of the Provider;
  - (ii) use by the Participating Agency of Intellectual Property supplied or licensed by the Provider for any purpose disallowed by this Consultancy Services Order or the applicable Intellectual Property licence (but only if the licence has been provided to the Participating Agency prior to such use); or
  - (iii) use of Intellectual Property used to provide the Services if and to the extent that Intellectual Property was supplied by the Participating Agency.

### 12.2 IP Claims

- (a) In the event of a claim under clause 12.1(b) (an **IP Claim**):
  - (i) the Participating Agency will give the Provider notice of the IP Claim as soon as practicable and, to the extent permissible by Law, permit the Provider (at the Provider's cost) to handle all negotiations for settlement and to control and direct any litigation that may follow (**Control of the IP Claim**);

- (ii) if the Provider has Control of the IP Claim:

- (A) the Participating Agency will provide all reasonable assistance to the Provider (at the Provider's cost) in the handling of any negotiations and litigation; and
- (B) the Provider will keep the Participating Agency informed of the defence or negotiations of the IP Claim and diligently conduct any litigation or negotiations, using competent counsel and in a manner that does not adversely affect the name or reputation of the Participating Agency;

- (iii) the Provider will not enter into any settlement or compromise in relation to the IP Claim without the prior written consent of the Participating Agency (which will not be unreasonably withheld); and
- (iv) the Provider will notify the CoE of the IP Claim, and the outcome within 5 Business Days of the claim being concluded.

- (b) If any IP Claim disrupts the Participating Agency's use or enjoyment of a Service, the Provider will (unless otherwise requested by the CoE), at its own expense and at its option, immediately:

- (i) obtain for the Participating Agency the legal right to continued use of the infringing materials; or
- (ii) replace, modify or resupply the infringing materials so that there is no further infringement, without adversely affecting the performance or functionality of those materials.

### 12.3

#### Maximum liability of Participating Agency

In addition to its obligation to pay the Charges, the maximum aggregate liability of the Participating Agency to the Provider under or in connection with this Consultancy Services Order will be, in respect of all Losses, limited to the total Charges paid and payable under this Consultancy Services Order.

### 12.4

#### Maximum liability of the Provider

The maximum liability of the Provider to the Participating Agency for all Losses under or in connection with this Consultancy Services Order in respect of all claims will not exceed:

- (a) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 Provider, the greater of:
  - (i) 10 times the total Charges paid and payable under this Consultancy Services Order;

- (ii) \$5,000,000; and
  - (iii) any greater amount or multiple set out in this Consultancy Services Order;
- (b) in relation to the sub-categories for which the Provider has been appointed as a Tier 2 Provider, the greater of:
  - (i) 10 times the total Charges paid and payable under this Consultancy Services Order;
  - (ii) \$2,000,000; and
  - (iii) any greater amount or multiple set out in this Consultancy Services Order; and
- (c) in relation to the sub-categories for which the Provider has been appointed as a Tier 3 Provider, the greater of:
  - (i) 10 times the total Charges paid and payable under this Consultancy Services Order;
  - (ii) \$1,000,000; and
  - (iii) any greater amount or multiple set out in this Consultancy Services Order.

#### 12.5 No double dipping

A party to this Consultancy Services Order (or the CoE acting on behalf of the Participating Agency in accordance with the Services Agreement) cannot recover for the same Loss under both this Consultancy Services Order and the Services Agreement.

#### 12.6 Exclusions on liability

The limitations on liability set out in clauses 12.3 and 12.4 will not limit the liability of:

- (a) the Provider under clauses 12.1(a) and 12.1(b) (other than in respect of negligent acts or omissions under clause 12.1(a)(i) and breach by the Provider of its obligations under this Consultancy Services Order under clause 12.1(a)(iii), which are subject to the limitations of liability in clauses 12.3 and 12.4);
- (b) the Provider for any fraudulent act or omission; or
- (c) either party for any breach of confidentiality.

#### 12.7 Categories of loss

- (a) Irrespective of how liability arises, neither the Provider nor the Participating Agency will, under any circumstances, be liable for any indirect loss or damage (including consequential loss) arising under or in connection with this Consultancy Services Order.
- (b) The Participating Agency will not, under any circumstances, be liable for any loss of profits or loss of revenue suffered by the Provider in connection with this Consultancy Services Order.

#### 12.8 Force majeure

- (a) The Provider and the Participating Agency will not be liable to the other for

any failure to perform its obligations under this Consultancy Services Order during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any Force Majeure Event.

- (b) The party subject to the Force Majeure Event (the **non-performing party**) must:

- (i) notify the other party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event, including the extent of its inability to perform, an estimate of the time likely to be required to overcome the Force Majeure Event and the steps the non-performing party will take to comply with clauses 12.8(b)(ii) and 12.8(b)(iii);
- (ii) use all reasonable endeavours to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other party; and
- (iii) use all reasonable endeavours to perform its obligations under this Consultancy Services Order as far as is practicable,

and the Participating Agency will not be required to pay Charges to the extent that the Provider fails to perform its obligations to the Participating Agency due to a Force Majeure Event.

- (c) If the non-performing party affected by the Force Majeure Event is the Provider, the Participating Agency may, to the extent that any Service requested by the Participating Agency under this Consultancy Services Order has not been delivered and delivery has, or will be, delayed by the Force Majeure Event, terminate this Consultancy Services Order, by notice to the Provider within five Business Days following receipt by the Participating Agency of notice of the Force Majeure Event, at no cost to the Participating Agency, subject to the Participating Agency paying for Services delivered up to the date of the Force Majeure Event.

#### 12.9

#### Insurance

- (a) During the Term and for a period of two years following the termination of this Consultancy Services Order, the Provider will, at its own expense, ensure that it maintains adequate insurance in respect of its potential liability for loss or damage under this Consultancy Services Order in accordance with Industry Best Practice, but as a minimum the Provider must hold:
  - (i) professional indemnity insurance;
  - (ii) public liability insurance in respect of the Services provided

- under this Consultancy Services Order; and
- (iii) other insurance to cover standard commercial risks (including in respect of Documentation which is the property of the Participating Agency and in the Provider's possession or control).
- (b) The Provider will, at the Participating Agency's request, promptly provide satisfactory evidence that it has complied with its obligations in this clause 12.9.

### 13. Dispute resolution

#### 13.1 Dispute

In the event of any dispute, difference or question arising out of, or in connection with, this Consultancy Services Order or its formation (a **dispute**):

- (a) the Participating Agency and the Provider will each use its best efforts to resolve the dispute through good faith negotiations and informal dispute resolution techniques, and will continue to perform its obligations under this Consultancy Services Order as far as possible as if the dispute had not arisen, pending final settlement of the dispute; and
- (b) neither the Participating Agency nor the Provider will commence any formal proceedings relating to the dispute unless it has complied with clause 13.2.

#### 13.2 Escalation

- (a) The Participating Agency and the Provider will each advise its respective Representative (or equivalent person) of a dispute on the day that the dispute arises.
- (b) The Representatives will use their best efforts to resolve the dispute in accordance with clause 13.1(a).
- (c) If the dispute is not resolved:
- (i) within 10 Business Days, the dispute will be escalated to senior representatives of the Provider and the Participating Agency with delegated authority to resolve the dispute; and
- (ii) in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, within a further 10 Business Days, the dispute will be escalated to the CoE's Manager, All-of-Government Contracts and the Provider's Chief Executive.

#### 13.3 Mediation

- (a) If a dispute is not resolved under clause 13.2, either party may, by written notice to the other, refer the dispute to mediation, or they may agree in writing to refer the dispute to mediation.

- (b) The mediation will be conducted by a single mediator in accordance with the terms of the Resolution Institute Standard Mediation Agreement and at a fee to be agreed by the parties.
- (c) If the parties fail to agree on the identity of the mediator and/or the mediator's fee within five Business Days of referral of the dispute to mediation, the mediator will be chosen, and the mediator's fee determined, by the chairperson for the time being of Resolution Institute (or his or her nominee).

#### 13.4

#### Urgent relief

Nothing in this clause 13 will preclude either party from taking immediate steps to seek urgent relief before a New Zealand court.

### 14.

#### Termination

#### 14.1

#### Termination of Consultancy Services Order

The Participating Agency may terminate this Consultancy Services Order:

- (a) for convenience by giving the Provider at least one month's prior written notice;
- (b) by notice to the Provider with immediate effect on the date of termination specified in that notice, if the Provider commits a Material Breach which is:
- (i) not capable of being remedied (and, for the avoidance of doubt, paragraphs (a) and (b) of the definition of "Material Breach" are deemed incapable of being remedied); or
- (ii) capable of being remedied but which is not remedied to the satisfaction of the Participating Agency within 10 Business Days following the date of receipt by the Provider of the Participating Agency's notice of the Material Breach;
- (c) in accordance with clause 4.1(e) (Conflict of Interest); or
- (d) in accordance with clause 12.8(c) (Force Majeure Event).

#### 14.2

#### Consequences of termination or expiry

- (a) In the event of termination or expiry of this Consultancy Services Order, the Participating Agency will not be obliged to make any payment to the Provider except for any Charges payable for Services supplied pursuant to this Consultancy Services Order before the effective date of expiry or termination.
- (b) Termination or expiry will not, unless otherwise provided in this Consultancy Services Order, affect:
- (i) any rights and remedies available to either party which have accrued up to and including the date of termination or expiry; and
- (ii) the provisions of this Consultancy Services Order



which expressly, or by their nature, survive termination or expiry, including clauses 15 (Entire agreement), 10 (Confidentiality), 11 (Intellectual Property), 12 (Liability), 13 (Dispute Resolution), 14.2 (Consequences of termination or expiry) and 16 (General) and Schedule 1 (Definitions);

- (iii) the continued application of clauses of the Services Agreement which expressly, or by their nature, are intended to continue to apply to this Consultancy Services Order after termination or expiry of this Consultancy Services Order, including clauses 1.4 (Precedence) and 15 (Audit).

- (c) After expiry or termination of this Consultancy Services Order for any reason, each party will, within five Business Days of receiving notice from the other party, return all Documentation, Confidential Information or other property belonging to the other party (or destroy such Confidential Information, if requested), except if such Documentation, Confidential Information or other property is required to be retained by any Law.

## **15. Entire agreement**

### **15.1 Entire agreement**

- (a) This Consultancy Services Order is intended to be read in conjunction with the Services Agreement. The provisions of the Services Agreement (not already included in this Consultancy Services Order) which confer rights, obligations or benefits on the parties or the CoE in respect of this Consultancy Services Order are intended to apply to this Consultancy Services Order.
- (b) Subject to clause 15.1(a), no other terms or conditions, including any conditions of sale, invoices or any other communication not included in this Consultancy Services Order (**Communication**), will be incorporated into this Consultancy Services Order, even if at some later date the other party (including, in the case of the Participating Agency) signs or otherwise purports to accept those terms and conditions or the terms of that Communication.
- (c) For the avoidance of doubt, and without limiting clauses 15.1(a) and 15.1(b):
  - (i) any Communication which is expressed or intended to operate as an indemnity, warranty, representation, undertaking, condition or other term of such a nature is hereby disappplied and excluded from this Consultancy Services Order; and
  - (ii) any part of this Consultancy Services Order which describes the nature, scope, price or

manner of delivery of Services will, subject to clause 15.1(c)(i), form part of this Consultancy Services Order, but only to the extent that it does not conflict with any other part of this Consultancy Services Order.

## **16. General**

### **16.1 Interpretation**

The rules of interpretation set out in clause 19.1 of the Services Agreement apply to this Consultancy Services Order.

### **16.2 Relationship of the parties**

Nothing expressed or implied in this Consultancy Services Order will be deemed to constitute either party as the partner, agent, or joint venturer of the other party.

### **16.3 Costs**

A party who has an obligation to do anything under this Consultancy Services Order will perform that obligation at its own cost, unless a term of this Consultancy Services Order expressly provides otherwise.

### **16.4 Assignment**

Neither party may assign, novate, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Consultancy Services Order without first obtaining the other party's consent (which will not be unreasonably withheld or delayed).

### **16.5 Public disclosures**

Subject to clause 10, all public disclosures by the Provider relating to this Consultancy Services Order, including the fact of its existence (but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements), will be co-ordinated with, and must first be approved in writing by, the Participating Agency prior to release.

### **16.6 Notices**

- (a) Unless otherwise specified in this Consultancy Services Order, each notice or other communication under this Consultancy Services Order will be made in writing and delivered by post, personal delivery or email to the addressee at the addressee's postal address, physical address or email address (as applicable) and marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee.
- (b) The Provider's postal address, physical address and email address is set out in the Provider Database and may be amended by the Provider at any time.
- (c) The Participating Agency's postal address, physical address and email address is as notified by the Participating Agency to the Provider and may be amended by the Participating Agency at any time.
- (d) A notice or other communication will be deemed to be received:

- (i) in the case of a letter sent to the addressee's postal address, on the third Business Day after posting;
- (ii) in the case of personal delivery, on receipt; and
- (iii) in the case of an email, at the time the email leaves the communications system of the sender, provided that the sender:

(A) does not receive any error message relating to the sending of the email at the time of sending; and

(B) has obtained confirmation that the email has been delivered to the recipient (which confirmation may be in the form of an automated delivery receipt from the communications system of the recipient),

on the Business Day on which it is dispatched or, if dispatched after 5 p.m. (in the place of receipt), on the next Business Day after the date of dispatch.

#### 16.7 Severability

If any term or provision of this Consultancy Services Order is held to be illegal, invalid or unenforceable it will be severed from this Consultancy Services Order without affecting the legality, validity or enforceability of the remaining provisions.

#### 16.8 Waiver

- (a) Neither party will be deemed to have waived any right under this Consultancy Services Order unless the waiver is in writing and signed by the parties.
- (b) Any failure or delay by a party to exercise any right or power under this Consultancy Services Order will not operate as a waiver of that right or power.
- (c) Any waiver by a party of any breach, or failure to exercise any right, under this Consultancy Services Order will not constitute a waiver of any subsequent breach or continuing right.

#### 16.9 Remedies cumulative

Except as is expressly stated otherwise in this Consultancy Services Order:

- (a) the rights, powers and remedies provided in this Consultancy Services Order are cumulative and are not exclusive of any rights, powers or remedies provided by Law or under this Consultancy Services Order; and
- (b) the exercise of any rights, powers and remedies provided in this Consultancy Services Order will not prejudice the exercise of any other right, power or

remedy under this Consultancy Services Order or existing at Law.

#### 16.10 Counterparts

This Consultancy Services Order may be signed in two counterparts, each of which will be deemed an original, but both of which together are to constitute a single instrument.

#### 16.11 Governing law and jurisdiction

- (a) This Consultancy Services Order is governed by, and will be construed in accordance with, the laws of New Zealand.
- (b) Subject to clause 13, each party irrevocably submits to the exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining any dispute under, or in connection with, this Agreement.

### SCHEDULE 1: DEFINITIONS

In this Consultancy Services Order, unless the context otherwise requires:

**Administration Fee** means the amount referred to in clause 8.6;

**Agency Information** means all:

- (a) information and records belonging to the Participating Agency that are supplied to or collected by the Provider for the purpose of enabling the Provider to perform its obligations under this Consultancy Services Order;
- (b) compilations of data created by a Participating Agency or the Provider for the purposes of this Consultancy Services Order; and
- (c) legal names, logos, trademarks, brands or images of the Participating Agency, including all related Intellectual Property of the Participating Agency and the New Zealand Coat of Arms or any other coat of arms or emblem used by the Participating Agency,

but excluding the Provider's working papers;

**Annexure** means any document physically attached to a Schedule and identified as such and any other document incorporated by reference in any part of this Consultancy Services Order (other than an Annexure);

**Appointment Letter** means the letter issued to the Provider by the CoE, as amended or reissued from time to time, confirming (among other things) the Provider's appointment as an All-of-Government provider of consultancy services and detailing the terms and conditions of the appointment (including the Services and the applicable Tier(s));

**Business Day** means any day of the year other than a Saturday, a Sunday or a public holiday (as defined in section 44 of the Holidays Act 2003) observed at the location of the Participating Agency;

**Charges** means the amount payable by Participating Agencies for Services and includes Fees and Expenses, as described in Schedule 2 (Pricing) and agreed in this Consultancy Services Order;

**CoE** means the Ministry of Business, Innovation and Employment, the Centre of Expertise for Consultancy Services;



**Commencement Date** is the date on which this Consultancy Services Order is signed by both parties or, if two dates, the later date;

**Confidential Information** means:

- (a) all information and trade secrets already communicated or subsequently communicated under or in connection with this Consultancy Services Order, including information obtained during the negotiation of this Consultancy Services Order or in the performance of this Consultancy Services Order and information on the Provider Database;
- (b) any information about the business or property of either party including any information:
  - (i) relating to the financial position of that party;
  - (ii) concerning that party's suppliers and customers; or
  - (iii) relating to that party's internal management, structure, Personnel or strategies;
- (c) the terms of this Consultancy Services Order; and
- (d) Agency Information;

**Conflict of Interest** means any matter, circumstance, interest or activity of the Provider, its Personnel or Subcontractors, arising by whatever means that directly or indirectly conflicts with:

- (a) the duties of the Provider and any of its Personnel or Subcontractors to the Participating Agency; or
- (b) the interests of the Participating Agency in relation to this Consultancy Services Order or otherwise in respect to the provision of consultancy services to the Participating Agency either before or after the Commencement Date;

or otherwise impairs or might appear to impair the ability of the Provider (or any of its Personnel or Subcontractors) to provide the Services to the Participating Agency under this Consultancy Services Order diligently, independently, impartially and in the best interests of the Participating Agency;

**Consultancy Services Order** means this service order relating to the supply of Services issued by the Participating Agency;

**Contract Quarter** means a period of three consecutive months commencing on 1 January, 1 April, 1 July or 1 October;

**Control** means, in relation to the Provider or any ultimate or intermediate holding company or Holding Entity of the Provider, the power to:

- (a) manage, directly or indirectly, the operation of the business; or
- (b) control, directly or indirectly, the composition of the board of directors or board of management or equivalent governing body,

of the Provider or such ultimate or intermediate holding company or Holding Entity, whether through the ownership of voting securities, by contract or otherwise, and for these purposes "holding company" will have the same meaning as in section 5 of the Companies Act 1993;

**Documentation** means all advice, communications, documentation (including information on the Provider Database) and reports (whether in paper, electronic, audio or audio-visual format) relating to, or provided as part of, the Services together with additions, modifications to, and replacements of, that documentation, but excludes the Provider's working papers;

**Estimate** means an estimate of the total Charges for the Services required by the Participating Agency;

**Expense** means any actual and reasonable out-of-pocket costs incurred by the Provider in the delivery of the Services and agreed to in this Consultancy Services Order, and includes any freight and related costs, travelling and incidental expenses and other costs, disbursements, fees, charges and expenses directly or indirectly incurred by the Provider;

**Fees** means the amount payable by the Participating Agency to the Provider for its time spent delivering the Services calculated on the basis of the Rates, excluding Expenses;

**Fit for Purpose** means, in relation to any Service or Documentation to be provided by the Provider to the Participating Agency, that such Services or Documentation are, in descending order of priority, fit for the purpose(s):

- (a) expressly made known in writing by the Participating Agency to the Provider (including in this Consultancy Services Order); or
- (b) for which the Provider, given its knowledge of the Participating Agency and understanding why the Services or Documentation are required, has reason to expect such Services or Documentation to be used;

**Force Majeure Event** means an event or circumstance beyond the reasonable control of either party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a party's obligations under this Consultancy Services Order, including:

- (a) fire, floods, tsunamis, storms, tempest, earthquake or other act of God;
- (b) any act of a public enemy, war, riot, or act of civil or military authority;
- (c) nuclear, chemical or biological contamination; and
- (d) subject to paragraph (g) of this definition, any act of a third party engaged in subversive or terrorist activity or sabotage,

but does not include an event to the extent that:

- (e) the effect of that event could have been substantially prevented, avoided or overcome or mitigated by:
  - (i) implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the parties or which a party has represented it has in place; or
  - (ii) exercising a reasonable standard of care; or
  - (iii) using information provided by the other party or which is available in the public domain; or
- (f) it is an event for which the party affected is or was directly responsible; or
- (g) that event is constituted or caused by any act or omission of Personnel or a Subcontractor unless and to the extent that the Personnel or Subcontractor was itself affected by an event, which if it occurred in relation to either party would have been a Force Majeure Event; or
- (h) that event is constituted or caused by an Insolvency Event or the insolvency of a Subcontractor or lack of funds for any reason;

**GST** means goods and services tax under the Goods and Services Tax Act 1985;

**Holding Entity** means a trust, unit trust, partnership, limited partnership, unincorporated joint venture or other body corporate or unincorporated body of persons that Controls

the Provider, and includes any natural person that Controls the Provider;

**Industry Best Practice** means the high professional standard that would reasonably be expected from a prudent and experienced provider of consultancy services in New Zealand having regard to market practice at the relevant time;

**Insolvency Event** means, in relation to the Provider:

- (a) the presentation of an application for its liquidation that is not discharged within 30 days of its filing or which is not demonstrated to the Participating Agency prior to the expiry of that 30 day period as being an application that is frivolous or vexatious;
- (b) any step taken in or toward the making of any compromise, proposal or deed of arrangement with all or some of its creditors;
- (c) the appointment of a liquidator, receiver, statutory manager, administrator or similar official, to it;
- (d) the suspension or threatened suspension by it of the payment of its debts;
- (e) cessation by it of a whole or any relevant part of its business in New Zealand;
- (f) the enforcement of any security against the whole or a substantial part of its assets; or
- (g) any other insolvency event or proceedings analogous to any of the foregoing occurring in any relevant jurisdiction;

**Intellectual Property** means copyright, all rights in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, trade or other proprietary rights or rights derivative of those rights (including licence rights) anywhere in the world as well as any other rights in intellectual property which are recognised or protected under Law;

**Law** means:

- (a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject;
- (b) the common law and the law of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code of practice or conduct, convention, policy, rule or standard to which a party is bound; or
- (e) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental or regulatory body having jurisdiction over a party or any of that party's assets, resources or business,

in any jurisdiction that is applicable to this Consultancy Services Order;

**Losses** means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis);

**Material Breach** means any material breach by the Provider of the terms of this Consultancy Services Order or the occurrence of any event having a material effect on the ability of the Provider to perform its obligations under this Consultancy Services Order (other than a Force Majeure Event), including:

- (a) the occurrence of an Insolvency Event in relation to the Provider or the likely occurrence of an Insolvency Event;

- (b) the occurrence of a change in Control of the Provider or any ultimate or intermediate holding company or Holding Entity of the Provider that the CoE has not previously approved (acting reasonably);
- (c) any representation or warranty made by the Provider in terms of this Consultancy Services Order being found to be untrue or incorrect; and
- (d) any failure on the part of the Provider to comply with, observe or perform any of the terms of this Consultancy Services Order in circumstances where that contract breach or that contract breach together with other contract breaches is considered by the Participating Agency on reasonable grounds to cause the Provider to be unable or unwilling, or be likely to be unable or unwilling, to perform its obligations under this Consultancy Services Order;

**Maximum Rates** means the maximum Rates payable to the Provider for providing the Services, as recorded in the Provider Database, excluding Expenses;

**Panel** means the All-of-Government panel of providers who provide consultancy services to Participating Agencies, including any sub-panel, as detailed on [www.procurement.govt.nz](http://www.procurement.govt.nz);

**Participating Agency** means the Participating Agency that is a party to this Consultancy Services Order;

**Participating Agencies** means each of the CoE and every other Eligible Agency that is a party to the memorandum of understanding between the CoE and all other Participating Agencies relating to the management of their relationship with each other and with the Provider in relation to the Services, as amended from time to time;

**Personnel** includes partners, principals, directors, employees, agents, officers and individual independent contractors;

**Professional Adviser** means any accounting, legal, procurement or technical professional;

**Provider Database** means the IT platform described in Schedule 7 (Provider Database) to the Services Agreement;

**Quote** means a fixed price, capped price or other pre-agreed basis for establishing the Charges for Services required by the Participating Agency where the Provider is prevented from increasing the Charges without the prior written consent of the Participating Agency;

**Rates** means the rates (whether hourly, daily or weekly or other time-related basis) payable to the Provider for providing the Services, determined in accordance with Schedule 2 (Pricing), excluding Expenses;

**Related Entity** means a related company under the Companies Act 1993 (New Zealand) or a related body corporate under the Corporations Act 200, provided that any reference in the Companies Act 1993 to a "company" is deemed to include any partnership, body corporate, association or other entity, whether corporate or unincorporated, irrespective of the place of incorporation or registration of that partnership, body corporate, association or other entity;

**Representative** has the meaning given in paragraph 3.1 of Schedule 5 (Governance) to the Services Agreement;

**Service Level** means a required standard for the Provider's performance of its obligations under this Consultancy Services Order, as described in Schedule 3 (Performance Measurement);

**Service Level Default** means a failure by the Provider to meet one or more Service Levels;

**Services** means the consultancy services provided from time to time under the terms of this Consultancy Services Order;

**Services Agreement** means the All-of-Government services agreement relating to the supply of Tier 1 and 2 consultancy services between the CoE and the Provider;

**Subcontractor** means any person to whom the Provider has subcontracted any part of its obligations under this Consultancy Services Order or who is a supplier to the Provider in respect of this Consultancy Services Order and includes the employees and subcontractors of that person and **Subcontract** will be construed accordingly;

**Term** means the period commencing on the date that this Consultancy Services Order is signed by both parties and ending on the earlier of:

- (a) the date on which the Services are completed in accordance with this Consultancy Services Order; and
- (b) the date on which this Consultancy Services Order is terminated in accordance with its terms; and

**Tiers** means any of **Tiers 1** and **Tiers 2** for which members of the Panel are appointed and, in respect of the Provider, means the Tier(s) the Provider is appointed to as detailed in the Appointment Letter.

## SCHEDULE 2: PRICING

### 1. Introduction

This Schedule sets out general principles underlying the Charges.

### 2. Principles

#### 2.1 Participating Agency will only pay for Services ordered

- (a) The Provider will invoice the Participating Agency for the Charges in accordance with clause 8.3 of this Consultancy Services Order.
- (b) The Participating Agency will only pay for Services that it orders in accordance with this Consultancy Services Order.

#### 2.2 No minimum volume

The Participating Agency is not required to meet a minimum aggregate expenditure or volume level for any Services.

#### 2.3 No interest

No interest will be payable on any amount due to the Provider under this Consultancy Services Order.

#### 2.4 Rates

- (a) The Fees are calculated on the Rates, being either the Rates that are recorded on the Provider Database or, subject to paragraph 3, a different Rate as negotiated between the Provider and Participating Agency and recorded in this Consultancy Services Order.
- (b) The Maximum Rates are the maximum amounts payable by the Participating Agency for the Services.

### 3. Charges

The Charges payable by the Participating Agency for Services must not include any Fees invoiced at Rates higher than the Maximum Rates recorded in the Provider Database.

## SCHEDULE 3: PERFORMANCE MEASUREMENT

### 1. Introduction

This Schedule describes, in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider:

- (a) the Service Levels; and
- (b) how performance against Service Levels will be measured and reported.

### 2. Service Levels

#### 2.1 Format

Each Service Level is described in Annexure A using the following format:

Parameter	Description
Description	Description of what the Service Level will measure
Purpose	Why it is important to Participating Agencies that the Service Level is met
Calculation	Method for calculating the Service Level
Service Level	The performance standard that the Provider is required to meet or exceed

#### 2.2 Service Levels must be met

- (a) At all times during the Term, the Provider will, in relation to the sub-categories for which the Provider has been appointed as a Tier 1 and Tier 2 Provider, perform its obligations to meet or exceed the Service Levels.
- (b) The Provider acknowledges that any failure to meet the Service Levels may have a significant impact on the Participating Agency.

#### 2.3 Changes to Service Levels

- (c) From time to time during the Term, the CoE and the Provider may negotiate in good faith to add, delete or modify then-existing Service Levels to reflect changes in the Participating Agencies' requirements or objectives.
- (d) Any changes to Service Levels will be effected in accordance with clause 10 of the Services Agreement.

### 3. Performance measurement

#### 3.1 Failure to meet Service Levels

If the Provider fails to achieve one or more of the Service Levels in any Contract Quarter in respect of this Consultancy Services Order, it will:

- (a) take such steps and do all things necessary, as soon as possible, to correct the failure; and
- (b) notify the Participating Agency of the reasons for the failure and the steps that the Provider is taking to ensure that the failure is not repeated; and
- (c) consider whether the Charges for the Services that are subject to the Service Level Default should be reduced to reflect the lower value of the Services provided.

**Annexure A: Service Levels**

Parameter	1. Services Fit for Purpose
Description	Were the Services subject to this Consultancy Services Order Fit for Purpose?
Purpose	To ensure Services provided are Fit for Purpose.
Calculation	The Participating Agency will advise whether the Services are Fit for Purpose as part of the Agency Satisfaction Survey.
Service Level	100% of Services delivered to the Participating Agency must be Fit for Purpose.

Parameter	2. Timely Performance of Services
Description	Did the Provider perform the Services subject to this Consultancy Services Order within the timeframe recorded in this Consultancy Service Order (or as amended by agreement from time to time)?
Purpose	To ensure on-time provision of Services requested under a Consultancy Services Order.
Calculation	The Provider is required to report on this metric as part of the reporting requirements in Schedule 6 (Reporting) to the Services Agreement.
Service Level	The Provider must deliver all Services subject to this Consultancy Services Order within the agreed timeframe for delivery recorded in this Consultancy Services Order including any variation to the timeframe recorded in Part D of this Consultancy Services Order.

Parameter	3. Services Performed to budget
Description	Were the Charges for the Services subject to this Consultancy Services Order within the Estimate or Quote recorded in this Consultancy Services Order?
Purpose	To ensure Services requested under a Consultancy Services Order are performed on or under the Provider's Estimate or Quote.
Calculation	The Provider is required to report on this metric as part of the reporting requirements in Schedule 6 (Reporting) to the Services Agreement.
Service Level	The Provider must deliver all Services subject to this Consultancy Services Order within the agreed Estimate or Quote recorded in this Consultancy Services Order including any variation to the Estimate recorded in Part D of this Consultancy Services Order.

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**From:** Public Health Expert <no-reply@otago.ac.nz>  
**Sent:** Tuesday, 10 August 2021 1:21 pm  
**To:** S9(2)(a) [REDACTED]  
**Subject:** Public Health Expert: New post

**PUBLIC HEALTH EXPERT**

## Public Health Expert: New post

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### [New e-liquid flavour restrictions: Potential impacts on young people and people who smoke](#)

Janet Hoek, Nick Wilson, Richard Edwards, Andrew Waa\* From tomorrow (11 August 2021), Aotearoa New Zealand's Smoke-free Environments and Regulated Products (Vaping) Amendment Act 2020 [Read more...](#)

by tedla55p on August 10, 2021

You are subscribed to email updates from [Public Health Expert](#)  
To stop receiving these emails, [click here](#).

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**From:** S9(2)(a)  
**Sent:** Friday, 8 October 2021 9:13 am  
**To:** S9(2)(a)  
**Cc:** S9(2)(a)  
**Subject:** Article now published (updated e-cig impacts in NZ)  
**Attachments:** Summers et al 2021 - e-cig impact in NZ (NTR).pdf

Kia ora koutou S9(2)(a)

If you need to update the Minister on the estimated benefits vs risk of harm of e-cigs in NZ – please see our new publication (also attached):

Summers JA, Ait Ouakrim D, Wilson N, Blakely T. Updated health and cost impacts of electronic nicotine delivery systems, using recent estimates of relative harm for vaping compared to smoking. *Nicotine Tob Res* 2021;ntab178. doi: 10.1093/ntr/ntab178

Nga mihi

S9(2)(a)

S9(2)(a),

Te Tari Hauora Tūmatanui, Department of Public Health, Te Whare Wānanga o Otāgo ki Te Whanga-nui-a-Tara; University of Otago, Wellington, New Zealand

Director, [Burden of Disease Epidemiology, Equity and Cost-Effectiveness Programme \(BODE<sup>3</sup>\)](#)

[Public Health Expert blog](#)

Mobile: S9(2)(a)







SRNT

OXFORD

## Brief Report

# Updated Health and Cost Impacts of Electronic Nicotine Delivery Systems, Using Recent Estimates of Relative Harm for Vaping Compared to Smoking

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## Abstract

**Background:** Measuring population health and costs effects of liberalizing access to electronic nicotine delivery systems (ENDS) is an evolving field with high persisting uncertainty. A critical area of uncertainty for policy-makers are estimates of net harms from ENDS relative to cigarettes, therefore, we model these harms using updated estimates incorporating disease specificity.

**Methods:** We use updated estimates of relative harm of vaping vs smoking, based upon relevant biomarker studies to model the impact of liberalizing access to ENDS in New Zealand (NZ), relative to a ban (where ENDS are not legally available), in an existing proportional multi-state life-table model of 16 tobacco-related diseases.

**Results:** This modeling suggests that ENDS liberalization results in an expected gain of 195 000 quality-adjusted life-years (QALYs) over the remainder of the NZ population's lifespan. There was wide uncertainty in QALYs gained (95% uncertainty interval [UI] = –8000 to 406 000) with a 3.2% probability of net health loss (based upon the number of simulation runs returning positive QALY gains). The average per capita health gain was 0.044 QALYs (equivalent to an extra 16 days of healthy life). Health system cost-savings were expected to be NZ\$2.8 billion (US\$2.1 billion in 2020 US\$; 95%UI: –0.3 to 6.2 billion [2011 NZ\$]), with an estimated 3% chance of a net increase in per capita cost.

**Conclusions:** This updated modeling around liberalizing ENDS in NZ, still suggests likely net health and cost-saving benefits—but of lesser magnitude than previous work and with a small possibility of net harm to population health.

**Implications:** This study found evidence using updated biomarker studies that ENDS liberalization could result in QALY gains across the New Zealand population lifespan that are also cost-saving to the health system. Governments should include the information from these types of modeling studies in their decision-making around potentially improving access to ENDS for existing smokers, while at the same further reducing access to tobacco.

## Introduction

The potential harm reduction benefits of electronic nicotine delivery systems (ENDS) and the policy approaches that regulate availability

to the public are widely debated, with countries introducing varying regulations around ENDS use (i.e., vaping), ranging from liberal policies on use (e.g., US and UK) to various levels of bans on sales, import and use (e.g., Australia and Singapore).<sup>1,2</sup> A critical uncertainty

for quantifying net harms for policy makers has been the level of health harm of ENDS relative to conventional cigarettes, which experts have estimated at various points in the range between 5% and 20%.<sup>3,4</sup> Estimates in this range have been used by several modeling studies and contributed to the rationale for policies allowing wider access to ENDS as a lower risk alternative to tobacco smoking and as a potential quitting aid.<sup>5</sup> However, these estimates of relative harm need updating with emerging evidence, and the estimates lack disease specificity—for which they have been criticized.<sup>6,7</sup>

We previously published modeled estimates of net health and cost impacts of liberalizing the sale of ENDS in New Zealand, using an estimated relative harm of 5% for vapers compared to smokers for applied to all 16 tobacco-related diseases modelled.<sup>5</sup> We estimated that compared to an ongoing projected “business-as-usual” (BAU) of tobacco consumption, liberalizing ENDS would result in a gain of 236 000 quality-adjusted life-years (QALYs) over the remaining lifespan of the New Zealand population alive in 2011—using the expert consensus estimates of likely harm from ENDS. In the present paper, we have used updated and disease-specific estimates of harm from ENDS<sup>8</sup> to revise our “best estimate” of the health and cost impacts of liberalizing access to ENDS products.

## Methods

Using the same proportional multi-state life-table model and input parameters (other than ENDS relative harm) as in our previous work,<sup>5</sup> we aimed to estimate the impact of liberalizing the domestic sale of ENDS on 16 tobacco-related diseases and health system costs over the lifetime of the New Zealand population alive in 2011 (4.4 million people).<sup>5</sup> A detailed description of the model’s methodology, state transitions, assumptions, parameters and disease incidence rate ratios for the 16 tobacco-related diseases has been provided elsewhere (see eTables 1 and 2: <http://links.lww.com/EDE/B465>).<sup>5,9–12</sup> Briefly, the model is based upon six smoking and vaping states (see Appendix Figure 1 and Appendix Table A1) representing a closed population cohort. The movement between states was determined by transition probabilities that reflect the potential effects of liberalizing ENDS (i.e., intervention) relative to BAU scenarios where ENDS are not legally available. At the end of each annual model cycle, those in the model could remain in the same state or move to a different state. The model uses a closed cohort that ages with each annual cycle and therefore, the population in each state reduces over time due to annual deaths.

The previous model concluded that “vaping confers approximately 5% of the risk of increase disease incidence owing to tobacco smoking, and in parallel that dual use decreases the risk by 5%,”<sup>5</sup> with the 5% figure based upon various expert consensus estimates.<sup>3,4</sup> However, in this re-analysis for the four disease groupings of chronic obstructive pulmonary disease (COPD), 12 types of cancer, cardiovascular disease and lower respiratory tract infection (LRTI), the relative harms of ENDS use versus smoking were calculated based upon the biomarker literature and analyses in Wilson et al.<sup>8</sup> This work details various biomarkers which were identified “with specificity of association with different disease groupings, for example, volatile organic compound (VOCs) for chronic obstructive pulmonary disease; and tobacco-specific *N*-nitrosamines (TSNAs) and polycyclic aromatic hydrocarbons (PAHs) for all cancers” (see Appendix Table A2).<sup>8</sup>

We summarize our method here using the example of the toxicant acrolein which is strongly associated with chronic obstructive pulmonary disease (COPD).<sup>13</sup> As per Wilson et al.<sup>8</sup>, we first

conducted literature searches for the urine/blood levels of disease-specific toxicants among never smokers, current smokers and sole ENDS-users. We quantified each study in terms of the percentage level of the toxicant among ENDS-users with that among never smokers being 0% and that among current smokers 100%, and calculated the sample-size weighted average percentage across studies. For example, acrolein levels (combined with other respiratory toxicants and adjusted for background sources such as air pollution and diet) in ENDS-users was 27.6% of the distance between levels in never and current smokers. Second, it would be wrong to assume that the best estimate of future COPD rates among ENDS-users will be 27.6% of the way between never and current smokers, as acrolein is correlated with many other toxicants in cigarette smoke that also cause COPD—and the total number of such correlated toxicants in ENDS-aerosol is likely less than in tobacco smoke. Put another way, acrolein is likely confounded in its association with COPD. It was not possible to include multiple toxicants and deconfounded estimates, so we assumed this was the upper bound—which we interpreted as the 95th percentile of the distribution of likely relative estimates of ENDS harm for COPD. We retained the previous expert consensus estimate of 5% as the 5th percentile, and used these percentile anchors to specify a logistic distribution of the probability distribution of harm. This revised estimate of harm from the logistic distribution for COPD had a median of 12.4% (95% UI: 4.1% to 31.5%).

We used the same procedure for the three other toxicant-disease pairs and the revised distributions of harm for all disease groupings were substantially shifted up in terms of the percentage harm from ENDS (Figure 1). The relative harms for cancer and cardiovascular disease were updated from the toxicological-based median estimates of 41.8% and 34.7% to 16.3% (95% UI: 3.9% to 48.0%) and 14.3% (95% UI: 4.0% to 40.0%) respectively with the logistic distribution. For the disease grouping of LRTI, the same revised estimates as COPD were used as “acrolein has powerful immune-suppressive effects on innate and adaptive immune cells”.<sup>14</sup> The median value in the revised logistic distribution was adjusted in the groupings for COPD, cardiovascular disease and LRTI for the best estimate of acrolein from non-smoking sources (e.g., diet) at 20.1% of the level in smokers.<sup>15</sup> To summarize, we used toxicant studies to update our prior estimates of ENDS harm.

Monte Carlo simulations were run 2000 times, drawing from the various input parameters of the updated ENDS relative harm estimates and the parameters described previously.<sup>5</sup> At the end of each annual cycle of the model, QALYs and costs were totaled, for all sex by age cohorts and for both the BAU and intervention scenarios (with the difference between them constituting the “intervention effect”).<sup>5</sup> We have used a 0% discount rate. Costs were adjusted for consumers price index inflation from 2011 to 2020 in NZ\$ and then purchasing power parity from NZ\$ to US\$.<sup>16,17</sup>

## Results

The expected or median health gain from liberalizing ENDS (compared to a BAU scenario) was 195 000 QALYs over the lifetime of the New Zealand population alive in 2011, for all age-groups combined, but with wide uncertainty across the simulations (95% UI: –8000 to 406 000). There was an estimated 96.8% chance of net health gain from a policy of liberalizing ENDS (based upon the number of simulation runs returning positive QALY gains). The health system cost-savings estimated using the updated disease-specific relative harms was NZ\$2.8 billion (US\$2.1 billion in 2020



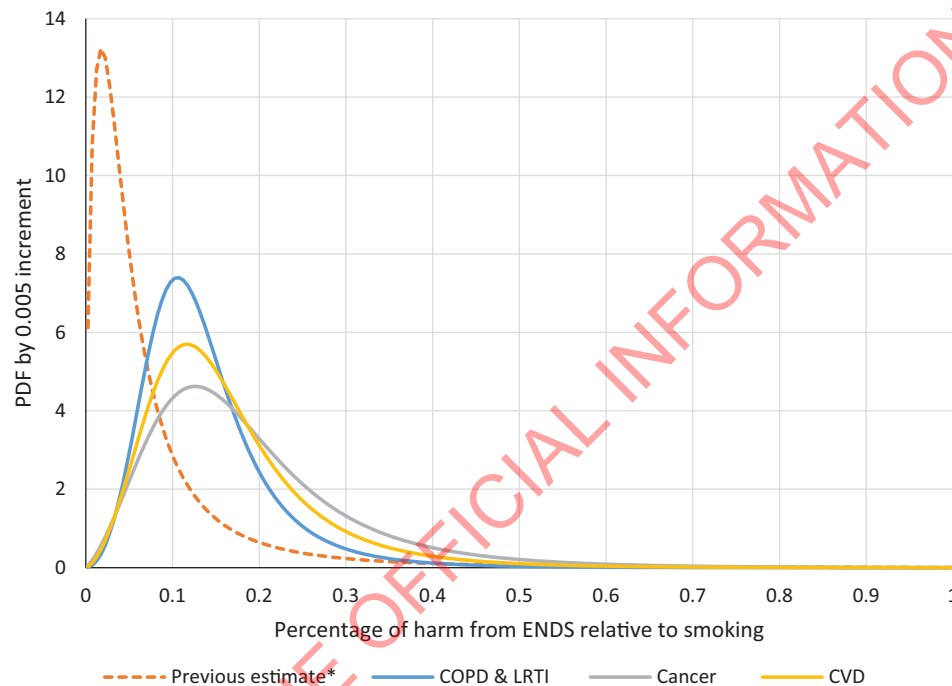
US\$) for all age-groups combined (95% UI: –300 million to 6.2 billion [2011 NZ\$]; Table 1). The newly revised median equates to a per capita health gain for the population of 0.044 QALYs (equivalent to an extra 16 days of healthy life). Similarly, the per capita health system cost savings were NZ\$650, which translates to 0.11% of future healthcare spending being avoided. There was an estimated 3.0% chance of a net increase in per capita costs (based upon the number of simulation runs returning a negative cost offset).

There was some age heterogeneity amongst the New Zealand population alive in 2011, with expected or median estimates becoming health losses at older ages, however, the uncertainty intervals were wide. The majority (86%) of health gains and cost-savings were estimated to

occur among the under 45 years olds. For those aged under 14, between 45 and 64 years and those older than 45 years, the lifetime health gains as measured in QALYs suggest a possibility of net health harm with the liberalization of ENDS products in New Zealand, as the 95% UI range includes the null. For those aged between 15–24 years and 25–44 years, the revised estimates suggest that QALYs are gained in these age-groups. These age-group differences are also observed for the net cost-savings.

## Discussion

Using an established proportional multi-state life-table model,<sup>8</sup> and some revised (for ENDS relative harm) input parameters, we have



**Figure 1.** Previous and new logistic probability distribution functions (PDF) used in the updated model.

\*The dotted curve represents the distribution used in our original model.<sup>1</sup>

COPD: chronic obstructive pulmonary disease; LRTI: lower respiratory tract infection; CVD: cardiovascular disease (coronary heart disease and stroke).

Cancer: 12 types of tobacco-associated cancers: lung, bladder, mouth and oropharyngeal, esophageal, liver, pancreatic, stomach, kidney, cervical, thyroid, endometrial, and melanoma.

**Table 1.** Lifetime Health Gains (in QALYs) for the New Zealand Population Alive in 2011<sup>a</sup> Under the Intervention Base Case Compared With a Business-as-Usual (0% Discounting)

Age-group/other metrics	QALYs gained (95% UI)		Net cost-savings (NZ\$ million for year 2011) (95% UI)	
	Revised estimates in this study	Results from our previous study <sup>5</sup>	Revised estimates in this study	Results from our previous study <sup>5</sup>
0–14 years	56 900 (–35 800 to 176 000)	68 100 (–23 900 to 188 000)	\$820 (\$–732 to \$2700)	\$1010 (\$–530 to \$2930)
15–24 years	51 900 (5200 to 105 000)	59 100 (13 000 to 117 000)	\$817 (\$75 to \$1730)	\$930 (\$218 to \$1910)
25–44 years	59 600 (2500 to 113 300)	72 000 (13 200 to 126 000)	\$890 (\$78 to \$1690)	\$1070 (\$257 to \$1910)
45–64 years	26 200 (–8600 to 53 500)	35 000 (–1200 to 61 200)	\$306 (\$–84 to \$620)	\$400 (\$11 to \$712)
65+ years	260 (–4440 to 3010)	1690 (–4020 to 3950)	\$1 (\$–28 to \$19)	\$11 (\$–24 to \$26)
All age-groups combined	195 000 (–8000 to 406 000)	236 000 (27 000 to 457 000)	\$2840 (\$–300 to \$6220)	\$3420 (\$370 to \$7050)
Per capita <sup>b</sup>	0.044	0.054	\$650 (not million)	\$780 (not million)
% change <sup>c</sup>	0.04	0.14	0.11	0.43

Note: All results >1000 rounded to three meaningful digits. QALY, quality-adjusted life-years; UI, uncertainty interval.

<sup>a</sup> As per previous modeling, the intervention base case was modeled upon a 2011 base year.<sup>8,10–12</sup>

<sup>b</sup> Per capita results used the total New Zealand population in 2011 as the denominator.

<sup>c</sup> Percentage QALYs gained of all QALYs lived (173 000 000 for the 2011 population under no intervention) and percentage costs saved of all future healthcare expenditures (NZ\$796 billion) over the remaining lifetime of the New Zealand population alive in 2011.

updated estimates of the impact of liberalization of ENDS in one country. These revised relative harm estimates using disease-specific harm suggest somewhat less QALY gains and health system cost-savings compared to the earlier estimates which used a non-disease specific estimated relative harm of 5%.<sup>5</sup> In our previous analysis, we could conclude with reasonable confidence that a policy of liberalizing ENDS would generate net health gain. However, the revised 95% uncertainty intervals are shifted down with a greater probability of including no net health gain or even net health harm, with an estimated 96.8% chance of net health gain and an estimated 3.0% chance of a net increase in per capita costs. This may give further pause to policy-makers wishing to liberalize access to ENDS, with a possible response being to fund further research that lessens uncertainty.

There are several limitations to our study, and indeed the model, as previously documented.<sup>5</sup> For example, the model assumes the cessation rate for dual users and current tobacco smokers were the same,<sup>18,19</sup> and used estimates of prevalence of current tobacco smokers and recent quitters to populate our model.<sup>20</sup> There were also no reliable estimates to parameterize smoking frequency in our model. Future sales restrictions on access to tobacco or ENDS products (such as making ENDS products only available for sale for the use as a cessation device with a prescription only), price increases to either tobacco or vaping products, and restrictions on flavors and/or toxicants may all affect estimates used in our model.

Our updated estimates also have high residual uncertainty—although we propose they are “closer to the (unknown) truth”. However, they are still not based on estimates of disease rates from multi-year cohort studies—which have yet to be reported in the literature. Our updated relative harm estimates of ENDS products are based upon the assumption of a correlation between health harm (as measured in biomarkers known to be associated with health impacts) from ENDS use compared to tobacco smoking, and a direct relationship between these harms on specific disease causation. However, there are potential biases in this approach as the estimates may over-estimate the harm from ENDS use compared to smoking as there may be more unmeasured biomarkers related to biomarkers found in smokers compared to ENDS users. Alternatively, there is also the potential for other biomarkers to be correlated with ENDS use, resulting in an underestimate of harm from ENDS use. Regarding our toxicant method to specify the 95<sup>th</sup> percentile of the probability distribution of harm, we only use it as the 95<sup>th</sup> percentile as we strongly suspect it is positively confounded as a measure of ENDS harm as stated in our *Methods* above. There is obviously room for improved accuracy through research on this topic, but concurrently there is the need to keep updating estimates with incremental gains in knowledge as decision-making must proceed despite uncertainty.

When using updated estimates of relative harm for using ENDS compared to tobacco use by disease group, we estimated somewhat lower net health gain and cost savings than in our previous modeling around liberalizing ENDS, and a 3.2% probability of no net health gain.

## Supplementary Material

A Contributorship Form detailing each author's specific involvement with this content, as well as any supplementary data, are available online at <https://academic.oup.com/ntr>.

## Acknowledgments

Dr Cristina Cleghorn and Dr Anja Mizdrak (both from Otago University, New Zealand) provided advice on running the Monte Carlo analyses.

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## Declaration of Interests

None of the authors have any conflicts of interest to declare.

## Data Access

All data used is freely available through online sources as referenced in the text.

## References

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RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

## Agreement

between

**HER MAJESTY THE QUEEN IN RIGHT OF HER  
GOVERNMENT IN NEW ZEALAND  
(acting by and through the Ministry of Health)**



Private Bag 92522  
Wellesley Street  
Auckland 1141  
Ph: 09-580 9000

PO Box 1031  
Waikato Mail Centre  
Hamilton 3240  
Ph: 07-858 7000

PO Box 5013  
Lambton Quay  
Wellington 6140  
Ph: 04-496 2000

PO Box 3877  
Christchurch  
Ph: 03-974 2040

Private Bag 1942  
Dunedin 9058  
Ph: 03-474 8040

Contact:

S9(2)(a)

and

**ASH New Zealand Incorporated  
t/a Action for Smokefree 2025  
(ASH)**

**ASH Year 10 analysis**

9 Kalmia Street  
Ellerslie  
Auckland 1051  
Ph: 09-520 4866

Contact:

Deborah Hart

You, as the Provider, agree to provide the Services on the terms of this agreement.

Signed for and on behalf of  
**HER MAJESTY THE QUEEN IN RIGHT OF  
HER GOVERNMENT IN NEW ZEALAND**  
(acting by and through the Ministry of Health)

S9(2)(f)(iv)

Signed for and on behalf of  
**ASH NEW ZEALAND INCORPORATED  
T/A ACTION FOR SMOKEFREE 2025  
(ASH) by:**

S9(2)(a)

## TABLE OF CONTENTS

<b>SECTION A</b>	<b>GENERAL TERMS AND CONDITIONS</b>	<b>1</b>
A1	Māori Health	1
A2	Relationship Principles	1
A3	Reserved	1
A4	Term	1
A5	Provision of Services	1
A6	Payments	1
A7	Other Arrangements	2
A8	Subcontracting and Assignment	2
A9	Information and Intellectual Property	2
A10	Information and Reports	3
A11	Audit	3
A12	Insurance	3
A13	Indemnity	4
A14	Complaints	4
A15	Notification of Problems	4
A16	Public Statements and Advertising	4
A17	Dispute Resolution	4
A18	Variations to this Agreement	5
A19	Our Liability	5
A20	Ending this Agreement	5
A21	Confidentiality	6
A22	No Action by Third Parties	6
A23	Waiver and Rights	6
A24	Entire Agreement	6
A25	Notices	6
A26	Relationship	7
A27	Partial Invalidity	7
A28	Interpretation	7
A29	Definitions	7
<b>SECTION B</b>	<b>PROVIDER SPECIFIC TERMS AND CONDITIONS</b>	<b>9</b>
B1	Introduction	9
B2	Details of all Purchase Units which apply to this Service Schedule	9
B3	Payment Details	9
B4	Payment Schedule	10
B5	Children's Act 2014	10
<b>SECTION C</b>	<b>SERVICE SPECIFICATION</b>	<b>12</b>



## SECTION A GENERAL TERMS AND CONDITIONS

### A1 MĀORI HEALTH

An overarching aim of the health and disability sector is the improvement of Māori health outcomes and the reduction of Māori health inequalities. You must comply with any:

- (a) Māori specific service requirements;
- (b) Māori specific quality requirements; and
- (c) Māori specific monitoring requirements

contained in the Service Specifications to this Agreement

### A2 RELATIONSHIP PRINCIPLES

The following values will guide both of us in dealing with each other under this agreement:

- A2.1 **Integrity** - we will act towards each other honestly and in good faith;
- A2.2 **Open communication** - we will listen, talk and engage with each other openly and promptly including clear and timely written communication;
- A2.3 **Valuing People** - we will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences;
- A2.4 **Accountability** - we will each recognise the accountabilities that each of us have to our respective and mutual clients and stakeholders; and
- A2.5 **Innovation** - we will build on our successes and encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services.

### A3 RESERVED

### A4 TERM

This agreement will be from 18 October 2021 to 30 November 2021 unless ended earlier by either of us on the terms of this agreement.

### A5 PROVISION OF SERVICES

You must provide the Services and conduct your practice or business in a prompt, efficient, professional and ethical manner and in accordance with:

- a. all relevant published Crown objectives and guidelines;
- b. Our Objectives and all relevant standards published or approved by us including any relevant Provider Quality Specifications; and
- c. all relevant Law.

### A6 PAYMENTS

A6.1 We will pay you for the Services as specified in the Service Schedule to this agreement.

A6.2 We will pay you default interest on any amount due to you under this agreement and in arrears for more than 20 days at the base interest rate of our bankers plus 2% per year calculated from the due date for payment to the date of actual payment. You must first have

given us an invoice completed in the format required and we must have received it by the date specified in the Service Schedule to this agreement.

A6.3 We may withhold any payment for Services while you are in breach of this agreement.

#### **A7 OTHER ARRANGEMENTS**

A7.1 You must not enter into any other contract or arrangement, which might prejudice your ability to meet your obligations in this agreement, but subject to this you may provide services to others.

A7.2 Nothing in this agreement gives you an exclusive right to provide the Services and we may source services equivalent to yours from other suppliers.

#### **A8 SUBCONTRACTING AND ASSIGNMENT**

A8.1 You must not subcontract or assign the benefit or burden of any of your obligations under this agreement without our prior written consent which may not be unreasonably withheld. If we give consent you must comply with any reasonable conditions we impose as part of the consent.

A8.2 You will be responsible for all acts and omissions of your employees, agents and subcontractors even if they are done without your knowledge or approval.

A8.3 We may transfer our rights under this agreement by giving you notice of this.

#### **A9 INFORMATION AND INTELLECTUAL PROPERTY**

A9.1 The purpose of this clause A9 is to give us all the rights we need to use and own the results of the Services, without the need for further consent. In this clause:

Author's Rights: means those rights given to an author in Part IV of the Copyright Act 1994 (including rights to identification and restrictions on certain uses of the work);

Information: means any information or material owned by us; or that you obtain from us; or you otherwise acquire or produce directly in connection with the provision of the Services;

Intellectual Property Rights: means copyrights, design rights, patents, trade or service marks (whether or not registered and including applications for registration) and all rights or forms of protection of a similar nature.

A9.2 We acknowledge that the Intellectual Property Rights that you own prior to the date of this agreement remain your property. You grant us a non-exclusive, transferable, irrevocable licence to use your Intellectual Property Rights but only to the extent that is necessary for us to use and own the results of the Services.

A9.3 Nothing in this agreement gives us ownership of your nga mea tikanga me nga taonga Māori.

A9.4 You acknowledge that the Intellectual Property Rights we own remain our property. We grant you a non-exclusive licence to use these Intellectual Property Rights, for the purpose of you performing your obligations under this agreement.

A9.5 You confirm that:

- a. the creation and use of the Information, the assignment and licence of any rights to us under this agreement and your performance of the Services will not infringe the rights of any person; and

- b. you have, or will obtain, all necessary licences and consents required to perform the Services and your obligations under this agreement (before you start to perform them), including the irrevocable waiver by all relevant persons of their Author's Rights in the Information in relation to its use by either of us.

In respect of any Health Education Resources and any other copyright works (as defined in the Copyright Act 1994) which you produce or arrange to be produced directly in connection with the Services, you assign to us all present and future copyright in those copyright works and irrevocably waive your Author's Rights in them.

- A9.6 If any claim is made against us that our use of the Information infringes the Intellectual Property Rights of anyone, you will, at your cost, provide us with all reasonable assistance to defend the claim.
- A9.7 When this agreement ends (for whatever reason) you will assist us to transfer the Information within your possession or control to us in a manner that preserves the Information and its integrity. You must ensure that the Information transferred is of sufficient quality, clarity and completeness to enable us to understand it and use it for our purposes. If this agreement is lawfully ended due to a breach by a party, then the party in breach will pay the costs of complying with this transfer clause, otherwise these costs will be shared equally.

#### A10 INFORMATION AND REPORTS

You must:

- a. keep secure accurate records of the performance by you and your employees, agents and advisers of this agreement (Records) and make them available to us in accordance with our reasonable instructions;
- b. keep proper business records and promptly complete a balance sheet, statement of income and expenditure and cashflows in accordance with accepted accountancy principles at the end of each financial year; and
- c. report to us on the performance of this agreement in accordance with our reasonable instructions and if requested by us send reports direct to any Minister of the Crown or any governmental body in the manner we specify.

#### A11 AUDIT

- A11.1 You and your permitted sub-contractors must allow us and our authorised agents, access on 24 hours notice to:

- a. your premises;
- b. all premises where the Records are kept; and
- c. staff, sub-contractors or other people used by you in providing the Services,

and allow us to interview any staff, subcontractors and the people you supply Services to (and their families) for the purposes of carrying out an audit of your performance and compliance with this agreement.

- A11.2 Our right to audit under this clause continues after this agreement ends but only to the extent that it is relevant to the period during which this agreement exists.

#### A12 INSURANCE

You must effect and maintain such insurance that we reasonably require from time to time in relation to your performance of this agreement.



**A13 INDEMNITY**

You must indemnify us against all claims, damages, penalties, losses and costs (whether direct or indirect) which we incur as the result of your performance of the Services or your failure to comply with your obligations in this agreement.

**A14 COMPLAINTS**

You must comply with any applicable standards for the health sector relating to complaints and comply with the requirements of any Complaints Body. If there is no applicable standard, then you must implement a complaints procedure if specified in this agreement.

**A15 NOTIFICATION OF PROBLEMS**

A15.1 You must advise us promptly in writing:

- a. of anything which may or is likely to materially reduce or affect your ability to provide the Services, including anything relating to any premises or equipment used by you or your key personnel;
- b. if you materially fail to comply with any of your obligations in this agreement;
- c. of any serious complaints or disputes which directly or indirectly relate to the provision of the Services; and
- d. of any issues concerning the Services that might have high media or public interest.

A15.2 You must have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters in this clause 15, and must provide us with details of those plans if we request them.

**A16 PUBLIC STATEMENTS AND ADVERTISING**

A16.1 Neither of us may during or after this agreement either directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other in good faith and in a co-operative and constructive manner. Nothing in this clause prevents either of us from discussing any matters of concern with our respective staff, subcontractors, agents or advisers.

A16.2 You must not use our name or logo without our prior written consent and then only in accordance with our instructions.

**A17 DISPUTE RESOLUTION**

A17.1 If either of us has any dispute with the other in connection with this agreement, then:

- a. both of us will use our best endeavours to settle the dispute by agreement between us and act in good faith and co-operate with each other to resolve the dispute;
- b. if the dispute is not settled by agreement between us within 30 days, then, unless both of us agree otherwise:
  - i. full written particulars of the dispute must be promptly given to the other; and
  - ii. the matter will be referred to mediation in accordance with the Health Sector Mediation and Arbitration Rules 1993, a copy of which is available from us;
- c. neither of us will initiate any litigation during the dispute resolution process outlined in paragraph b. above, unless proceedings are necessary for preserving the party's rights; and

- d. both of us will continue to comply with all our obligations in this agreement until the dispute is resolved, but payments may be withheld to the extent that they are disputed.

**A17.2** Clause 17.1 will not apply to any dispute:

- a. concerning any renegotiation of any part of this agreement; or
- b. directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs otherwise.

**A18 VARIATIONS TO THIS AGREEMENT**

We may vary this agreement by 30 days written notice to you to comply with any requirement imposed on us by the Crown, but otherwise this agreement may only be varied by written agreement signed by both of us.

Where possible we will give you at least 30 days notice of any change to this agreement required by the Crown and we will consult with you to reach agreement on the changes. If we cannot both agree within 30 days, then either of us may cancel this agreement by giving at least 30 days prior written notice.

**A19 OUR LIABILITY**

- A19.1** While we are liable to pay you for the Services on the terms of this agreement, we are not liable to you for any claims, damages, penalties, losses or any other costs you incur in performing the Services. If however we are found to be liable for any of these whether at law, by statute, in equity or otherwise arising from the relationship between us and you then our liability to you for any single event or series of related events is limited to the amount paid to you for the Services in the month prior to the relevant claim being brought to our attention.

**A20 ENDING THIS AGREEMENT**

- A20.1** Without limiting any other rights we may have, we may end this agreement immediately by written notice to you if:

- a. we have good reason to believe you are or will be unable to carry out all your material obligations under this agreement. (Before ending this agreement for this reason we must Consult with you and if we believe the health or safety of any person is at risk we may suspend your provision of the Services while we Consult with you);
- b. you have failed to carry out any of your obligations in this agreement and the failure is material and cannot be remedied;
- c. you (or any one of you) are adjudged bankrupt;
- d. you are a company and you are placed in receivership or liquidation;
- e. you have failed to carry out any of your obligations in this agreement and the failure can be remedied by you but you fail to do so within 30 days of receiving written notice of the default from us.

- A20.2** If after 30 days from your receiving our notice referred to in clause 20.1e, the obligation still has not been met, we may by written notice, instead of ending this agreement:

- a. at any time vary or withdraw from the coverage of this agreement any of the Services in respect of which you have not met your obligation, either straight away or at any later date; and
- b. cease payment for any of the Services from the date of their withdrawal.

You have the same rights and must follow the same procedures if we have not met a material obligation under this agreement and as a consequence you wish to withdraw the relevant Service.

## **A21 CONFIDENTIALITY**

Except to the extent that this agreement otherwise provides, or we are required to disclose information by law, neither of us may disclose to any other person any information provided to the other which we agree is confidential or which is either commercially sensitive or not intended for disclosure to third parties (Confidential Information), unless and until the Confidential Information becomes public knowledge but not because of a breach of any obligation of confidence.

When this agreement ends you must return to us all of our Confidential Information in your possession or control.

Both of us acknowledge that this agreement, but not any Confidential Information, may be published by us through any media including electronically via the Internet.

## **A22 NO ACTION BY THIRD PARTIES**

This agreement is not intended to confer legally enforceable benefits on any person who is not a party to it and no third party may enforce any of the provisions in this agreement.

## **A23 WAIVER AND RIGHTS**

A23.1 Your Services must always be performed in the time frame specified in the agreement. Any waiver by either of us of this requirement or of any other right or remedy we may have under this agreement must be in writing and duly signed. Each waiver may only be relied on for the specific purpose for which it is given. A failure or delay by either one of us to exercise any right given to it under this agreement does not mean that the right has been waived.

A23.2 The exercise by us of any express right set out in this agreement (Express Right) does not limit any other rights, powers or remedies available to us under this agreement, at law or in equity, including any rights, powers or remedies which would be available to us if the Express Rights were not set out in this agreement.

## **A24 ENTIRE AGREEMENT**

This agreement sets out the entire agreement and understanding between both of us and replaces all prior oral or written statements, representations and agreements or arrangements relating to its subject matter.

## **A25 NOTICES**

A25.1 Any notice given pursuant to the agreement must be in writing and may be served personally or sent by registered mail or by facsimile transmission. All notices must state the contract reference number given to this agreement.

A25.2 Notices given:

- a. personally are served upon delivery;
- b. by post (other than airmail) are served three days after posting;
- c. by airmail are served two days after posting; and
- d. by facsimile are served upon receipt of the correct answer back or receipt code.

A25.3 The address and facsimile number for each of us are as specified in this agreement or as from time to time notified in writing to the other party.

**A26 RELATIONSHIP**

Nothing in this agreement should be interpreted as constituting either of us an agent, partner or employee of the other and neither we nor you may represent to anyone that:

- A26.1 it is the other party or is an agent, partner, trustee, joint venture partner or employee of the other party; or
- A26.2 it has any power or authority to incur any obligation of any nature on behalf of the other party.

**A27 PARTIAL INVALIDITY**

Each term of this agreement is separately binding. If any provision in this agreement is lawfully held to be illegal, unenforceable or invalid, this will not affect the remainder of this agreement which will remain in force.

**A28 INTERPRETATION**

In this agreement:

- a. "we", "us" and "our" means the Ministry of Health including its legal successors and its permitted consultants, subcontractors, agents, employees and assignees;
- b. "you" and "your" means the Provider named in this agreement including its permitted subcontractors, agents, employees and assignees;
- c. "both of us", "each of us", "either of us" and "neither of us" refers to the parties;
- d. terms given a defined meaning in this agreement have that meaning where the context permits words referring to the singular include the plural and the reverse;
- e. any reference to any of the parties includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- f. everything expressed or implied in this agreement which involves more than one person binds and benefits those people jointly and severally;
- g. clause headings are for reference purposes only;
- h. a reference to a statute includes:
  - all regulations under that statute;
  - all amendments to that statute; and
  - any statute substituting for it which incorporates any of its provisions
- i. all periods of time or notice exclude the days on which they are given and include the days on which they expire; and
- j. all references to "including" are to be read as "including without limitation".

**A29 DEFINITIONS**

In this agreement the following expressions have the stated meaning:

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health and Disability Act 2000.
Agreement	This agreement and each schedule to this agreement.
Complaints Body	Any organisation appointed to deal with complaints relating to the Services: <ol style="list-style-type: none"> <li>a. under this agreement;</li> <li>b. by both of us by mutual agreement;</li> </ol>

	<ul style="list-style-type: none"> <li>c. by a Health Professional Authority;</li> <li>d. by Law; or</li> <li>e. by us as an advisory committee.</li> </ul>
Consult	<p>Each of us must:</p> <ul style="list-style-type: none"> <li>a. fully state our proposals and views to the other and carefully consider each response to them;</li> <li>b. act in good faith and not predetermine any matter; and</li> <li>c. give the other adequate opportunity to consult any other interested party.</li> </ul> <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>
Health Education Resources	Leaflets, posters, stickers, cards, manuals, resource kits, training kits, videos or other similar material (but excluding newsletters) which are about promoting health for general distribution or for people in a specified group provided for under this agreement.
Health Professional Authority	Any authority or body that is empowered by any statute or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of health and disability services.
Law	<p>Includes:</p> <ul style="list-style-type: none"> <li>a. any legislation, decree, judgment, order or by-law;</li> <li>b. any rule, protocol, code of ethics, practice or conduct and other ethical or other standards, guidelines and requirements of any Health Professional Authority;</li> <li>c. any relevant standards of the New Zealand Standards Association; and</li> <li>d. any future law.</li> </ul>
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and include the Minister of Health and the Director-General of Health and any of his her or their delegates.
Our Objectives	<p>Include:</p> <ul style="list-style-type: none"> <li>a. the objectives specified in our statement of intent (as defined in the Act); and</li> <li>b. to meet the Crown's objectives notified to us under the Act from time to time.</li> </ul>
Services	The health services and/or disability services specified in the Service Schedule.

**SECTION B PROVIDER SPECIFIC TERMS AND CONDITIONS****B1 INTRODUCTION**

B1.1 It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	ASH New Zealand Incorporated t/a Action for Smokefree 2025 (ASH)
Legal Entity Number	412690
Contract Number	370182 / 00
Service Commencement Date	18 October 2021
Service End Date	30 November 2021

It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

**B2 DETAILS OF ALL PURCHASE UNITS WHICH APPLY TO THIS SERVICE SCHEDULE**

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
RMINT29 Stop Smoking Services	\$30,000.00	15	CMS
<b>Total price for the Service Schedule</b>	<b>\$30,000.00</b>		

**B3 PAYMENT DETAILS****B3.1 Price**

The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

**B3.2 Invoicing**

We will pay you on the dates set out in the Payment Schedule below for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- provider name (legal entity name)
- provider number (legal entity number)
- provider invoice number
- contract number
- purchase unit number or a description of the service being provided
- date the invoice is due to be paid/date payment expected
- dollar amount to be paid
- period the service was provided
- volume, if applicable
- GST rate
- GST number

If we do not receive an invoice from you by the dates set out in the Payment Schedule below, then we will pay you within 20 days after we receive the invoice.



**B3.3 Invoicing Address**

Send invoices to:

[providerinvoices@health.govt.nz](mailto:providerinvoices@health.govt.nz)

or post to:

Provider Payments  
Ministry of Health  
Private Bag 1942  
Dunedin 9054

**B4 PAYMENT SCHEDULE**

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
10 November 2021	21 October 2021	18 – 30 October 2021
10 December 2021	20 November 2021	1 – 30 November 2021

**B5 CHILDREN'S ACT 2014**

According to section 15 of the Children's Act 2014<sup>1</sup>, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

**Child Protection Policy**

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

**Worker Safety Checks**

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.<sup>2</sup>

**B6 PROVIDER SPECIFIC TERMS AND CONDITIONS**

1. Action on Smokefree 2025 will produce a report no later than 19 November 2021 outlining:
  - Establishing baseline reporting of Year 10 student's use of vaping and e-cigarette products, including trends by gender, ethnicity, decile and DHB, and by smoking status
  - Provide in-depth reporting on the Year 10 student's reasons for e-cigarette/vaping use (experimental and frequent use), types of products used, and how these products are being accessed including trends by gender, ethnicity, decile and DHB, and by smoking status
  - Provide reporting on the relationship between smoking and e-cigarette/vaping use, including trends by gender, ethnicity, decile and DHB, and by smoking status

<sup>1</sup> <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

<sup>2</sup> <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>



2. ASH may have some initial analysis available by early November 2021, and if so will provide commentary to the Ministry of Health
3. This clarifies that ASH remains the owner of the data used for the report. It can draw on the findings of this report, to produce materials including media items, journal articles or academic papers and they will be the authors of those materials, but nothing can be published or made public until:
  - The Ministry accepts the final report (due to be received on 19 November 2021) and
  - Approval is received from the Ministry of Health, which must not be unreasonably withheld.

## SECTION C SERVICE SPECIFICATION

### PUBLIC HEALTH SERVICES - PREVENTATIVE INTERVENTIONS - STOP SMOKING SERVICES TIER THREE SERVICE SPECIFICATION RMCAP29, RMINT29

The services must be delivered in conjunction with the Tier one and Tier two Public Health service specifications located on the National Services Framework Library.

The Tier 1 specification contains high level principles and context, such as our Treaty of Waitangi obligations. This specification is common to all public health contracts.

The Tier two specifications outline approaches that can be applied to many health issues and service areas as best practice and are based on functions. This approach references each activity to a core function. Core functions can be combined to produce the public health services needed to support an excellent health system.

These specifications can be found by following link below:

<http://nsfl.health.govt.nz/service-specifications/current-service-specifications/public-health-service-specifications>

This Stop Smoking Services service specification (the Service) describes the minimum requirements for services to be delivered, by all multi-session stop smoking services in all settings. It must be used in conjunction with the Public Health Preventative Interventions service specification and the tier one Public Health Services service specification that contains common information so the total requirements are explicit.

### Background

Stop smoking services play an important role in reducing tobacco-related morbidity and mortality and decrease tobacco-related disparity that contributes to achieving the primary aims of the tobacco control programme.

Approximately 15.5 percent of adults in New Zealand aged over 15 years smoke daily. Māori and Pacific people are more likely to smoke (37 and 23 per cent respectively)<sup>1</sup>. Smoking during pregnancy affects the baby and can cause health problems such as a low birth weight, an increased risk of losing the baby (miscarriage or stillbirth), pneumonia, asthma and glue ear; and for the child's health after birth (including but not limited to increased rates of Sudden Unexpected Death of an Infant (SUDI), high blood pressure and respiratory disease.

Service providers are expected to use *The New Zealand Guidelines for Helping People to Stop Smoking*<sup>2</sup> (The Guidelines) that provides guidance for all healthcare workers on how they can provide better support to people who smoke. The Guidelines recommend that people who smoke are strongly encouraged to use a stop smoking service; including behavioural support and appropriate medication to help them stop smoking.

### 1. Service Definition

Stop smoking services deliver evidence-based interventions to help people stop smoking. These interventions should include multi-session behavioural support (this may be delivered in various ways including telephone, online, and face to face, individually or group based) and help people access and use smoking cessation medicines (NRT, bupropion, nortriptyline, varenicline). The behavioural support component should integrate the behaviour change techniques for helping people stop smoking, as outlined in the Guidelines.

<sup>1</sup> MoH New Zealand Health Survey 2013/14

<sup>2</sup> *The New Zealand Guidelines for Helping People to Stop Smoking*. June 2014. Ministry of Health.

Public Health Services, Preventative interventions, Stop Smoking Services, Tier Level Three Service Specification — June 2016

Nationwide Service Framework

## 2. Service Users

Service users are people who use tobacco and are eligible to access publicly funded New Zealand health services. The Service is prioritised for:

- Pregnant women (of any ethnicity) because of the serious impacts of smoking during pregnancy
- Smoking partners, and family living with a pregnant woman, and
- Māori and Pacific people.

## 3. Service Objectives

### 3.1 General

In addition to the tier one Public Health Services service specification service objectives, this Service aims to reduce tobacco-related morbidity and mortality and the impacts of smoking during pregnancy.

The Service will address the negative impacts of smoking by:

- helping people to stop smoking completely, as soon as possible
- working collaboratively with health services, and other services, important to the service user
- providing an accessible and effective service to all people who smoke particularly pregnant women, Māori and Pacific people.

The Service will establish and maintain relationships with secondary and primary care partners (including general practice) to ensure efficient and seamless referral pathways.

The Service will also liaise with other health care professionals as appropriate to ensure clinical continuity, and address Service users' other health/social needs.

### 3.2 Pregnant women who smoke

Service providers will recognise and respond to the specific needs of pregnant women who smoke, and to ensure the Service is effective in helping them to stop smoking.

Service providers will build and maintain relationships with Lead Maternity Carers to establish appropriate referral pathways and to support clinical continuity.

## 4. Access

Stop smoking services may be accessed by:

- self-referral
- referrals from health, social services and other organisations or institutions outside the health or social services sector.

### 4.1 Entry Criteria

Anyone who uses tobacco and is eligible to access publicly funded New Zealand health services.

### 4.2 Exit Criteria

The Service user will stop receiving services in the following circumstances.

- The Service and/or the Service user decide to discontinue (e.g. the Service user returns to regular smoking and wishes to disengage).
- The person is unable to be contacted (lost to follow-up) after a minimum three attempts by the Service using at least two methods of contact (e.g. telephone and letter).

## 5. Service Components

### 5.1 Referral Processing Systems

The Service will have efficient processes and systems for accepting, acknowledging, and processing referrals that:

- ensure all potential referrers are aware of the Service and of how to refer. Referral mechanisms should be simple as possible (i.e. only ask for information necessary to contact the person being referred)
- document all referrals, assessments and interventions
- record relevant Service user information, including NHI numbers, where possible
- ensure that people referred to the Service are contacted within three working days of receiving a referral
- notify referrers of receipt of the referral within three working days
- notify referrers of outcome of the referral (e.g. whether the patient enrolled, was lost to follow up, and their smoking status at four weeks and at the longest follow-up point following their Target Quit Date (TQD) in a timely manner
- notify the Service user's primary health care provider of the service delivered to the service user and the outcome, where possible.

### 5.2 Service Delivery

The Service will deliver:

- an initial contact with the Service user that:
  - provides information on what the Service offers (e.g. multi-session support, NRT), and all approved stop-smoking medicines and how to access them.
  - motivates and encourages the Service user to complete ongoing follow up
  - assesses the Service user's needs (i.e. degree of tobacco dependence, smoking history, social circumstances, and suitable times to attend or be contacted)
  - helps the Service user to set a TQD.
- follow up intervention, including:
  - information about follow up intervention services
  - mutually agreed and scheduled follow up support sessions <sup>3</sup>
  - support that integrates the behaviour change techniques for helping people stop smoking, as outlined in the Guidelines
  - working with family and whānau as appropriate, to provide the necessary support for the Service user to assist them to stop smoking. Family and whānau members may be registered as separate Service users, if assistance to stop smoking is required.

Pregnant women who continue to smoke may require more intensive follow-up support, which may extend for a longer period than for other groups to cover the pre and post natal period.

The majority of follow-up sessions will be undertaken within the first four weeks following the service user's TQD (because relapse is most likely during this period).

## 6 Settings

Services may be delivered in one or more settings including (but not limited to) health care settings, community settings (e.g. Marae, churches, community centres), by telephone and/or at the Service user's home, with the appropriate safety systems in place.

<sup>3</sup> Evidence suggests that people need at least four follow-up contacts to have their best chance of stopping smoking. Flexibility may be required and the number of session should be based on client need.

## 7 Equipment

Services provided face-to-face with a Service user must use a carbon monoxide (CO) monitor. CO monitors are an important motivational tool for Service users who will be able to see a change in CO level when they stop smoking. CO monitoring should be conducted at each face-to-face session and the result recorded in the client record.

## 8 Support Services

The Service will provide:

- interpreting services as required, including NZ sign language and Māori
- written information in Māori, Pacific or other languages relevant to people accessing the Service, as required.

## 9 Key Inputs

The Service may be delivered by:

- individuals who have completed the Ministry of Health recognised and approved training that meets the national standard in stop smoking treatment and practice (e.g. the National Stop Smoking Practitioners Programme)
- registered health practitioners with up to date knowledge of stop smoking treatment and practice and appropriate postgraduate training.

All new stop smoking practitioners that have not completed the requisite training, will undertake and complete the necessary training within a reasonable time period (e.g. the National Stop Smoking Practitioners Programme) as soon as practicable after employment.

All stop smoking practitioners that have not yet completed the requisite training will be supervised and supported by a stop smoking practitioner with the appropriate qualifications, and experience in delivering stop smoking treatment.

## 10. Service Linkages

The Service providers will form relationships with all potential referrers to the Service in order to increase awareness of the service and how to access it, and to ensure seamless care and flow of appropriate information.

Service linkages are listed in the tier 2 Public Health Preventive Interventions service specification.

## 11. Quality Requirements

### 11.1 General

Refer to the tier 2 Preventive Interventions service specification Quality Requirements.

### 11.2 Access

The Service will seek ways to manage the contracted capacity that does not compromise the needs of Service users. For example phone assessments, group-based treatment, or referring Service users to other Stop Smoking providers. Any temporary delays or changes in the Service must be communicated to referrers, Service users and the purchasing agency.

### 11. Purchase Units and Reporting Requirements

Purchase Units are defined in the joint DHBs' and Ministry's Nationwide Service Framework Data Dictionary. The following Purchase Units apply to this Service.

PU Code	PU Description	PU Definition	Unit of Measure	Unit of Measure Definition	Payment Systems
RMINT29	PH Stop Smoking Services	Stop smoking services deliver evidence-based interventions to help people stop smoking.	Service	Service purchased in a block arrangement or uniquely agreed at a local level.	Contract Management System
RMCAP29	PH Capacity Development - Stop Smoking (Smoking Cessation) Services	Capacity development for the delivery of stop smoking (smoking cessation) services.	Service	Service purchased in a block arrangement or uniquely agreed at a local level.	Contract Management System

## 12. Reporting Requirements

The service will record and report the information listed in Table 1 below.

In addition, the information listed in Table 2 will be submitted either six monthly or annually (as determined by the purchasing agency).

Reporting will be submitted in a format agreed with the purchasing agency.

Table 1: Reporting Requirements

**A. Demographic Information**

Information Submitted	Definition/Explanation
Gender	<ul style="list-style-type: none"> <li>• Male</li> <li>• Female - Pregnant</li> <li>• Female - Not Pregnant</li> </ul>
Ethnicity	The <i>Ethnicity Data Protocols for the Health and Disability Sector</i> describes procedures for the standardised collection, recording and output of ethnicity data for the New Zealand health and disability sector
Age Group	<ul style="list-style-type: none"> <li>• Under 19 years</li> <li>• 19 to 29 years</li> <li>• 30 to 39 years</li> <li>• 40 to 49 years</li> <li>• 50 to 59 years</li> <li>• 60 + years</li> <li>• Unknown</li> </ul>

**B. Service Information**

Information Submitted	Definition/Explanation
Average number of treatment sessions per user	<ul style="list-style-type: none"> <li>• Less than 4</li> <li>• 4 to 8 Sessions</li> <li>• 9 to 16 Sessions</li> <li>• 17+ Sessions</li> <li>• No of Sessions Unknown</li> </ul>
Referral Response Time (From the time a referral was received by the stop smoking service)	<ul style="list-style-type: none"> <li>• 1 to 3 days</li> <li>• 4 to 6 days</li> <li>• 7 to 9 days</li> <li>• 10+ days</li> <li>• No Response</li> </ul>
Time to first cigarette (from time of waking), specifically:	<ul style="list-style-type: none"> <li>• Within 5 minutes</li> <li>• 6–30 minutes</li> <li>• 31–60 minutes</li> <li>• After 60 minutes</li> </ul>



	This provides an indication of the level of addiction and may impact on outcomes.
Medication use (Yes/No):	<ul style="list-style-type: none"> <li>• NRT</li> <li>• Bupropion</li> <li>• Nortryptiline</li> <li>• Varenicline</li> </ul> <p>Specify whether the service user used any of these medicines during the first three months of Service.</p>
Total number of referrals received by the service, and aggregated into referral source categories.	<p>Categories should be agreed in advance with the purchasing agency, and may include:</p> <ul style="list-style-type: none"> <li>• Self-referral</li> <li>• Primary care (GP)</li> <li>• Hospital services</li> <li>• Lead maternity carer</li> <li>• Pharmacy</li> <li>• Other health care provider</li> <li>• Other community service</li> <li>• Quit Line</li> <li>• Schools</li> <li>• Workplace</li> <li>• Other referral source</li> </ul> <p>It is recognised that some referrals will be unable to be contacted. People unable to be contacted should not exceed 25% of referrals received.</p>

### C. Quit Outcomes

Information Submitted	Definition/Explanation
<p>For each service user who set a TQD provide each of the two outcome measures listed below (1-2):</p> <ul style="list-style-type: none"> <li>• abstinent Yes/No (see Definitions)</li> <li>• carbon monoxide validated Yes/No</li> </ul>	<p>The 4-week abstinence rate should be greater than:</p> <ul style="list-style-type: none"> <li>• 35% if self-reported</li> <li>• 25% if carbon monoxide validated.</li> </ul> <p>This is because people who stop smoking using medicines alone (e.g. on a prescription from their GP) have abstinence rates of around 25% (CO validated) and 35% (self-reported). Services are expected to perform well above these rates.</p> <p>Note that these figures represent the minimum required standard and are not 'targets'. A CO validated abstinence rate of over 50% at 4 weeks is achievable by a high performing stop smoking service.</p> <p>The outcome at the 4 week point allows for estimation of long-term abstinence rates.</p>
1. At four weeks after TQD	<p>Service users will be contacted at 4 weeks after their TQD. At this follow-up Service Users must answer the following question by choosing one of the four options (a - d).</p> <p>Over the past <b>two weeks</b> have you smoked at all?</p> <p>[a] No, not a single puff [b] Yes, just a few puffs [c] Yes, between 1 and 5 cigarettes [d] Yes, more than 5 cigarettes</p> <p>Only those who answer '[a] No, not a single puff' will qualify as abstainers.</p>

2. At longest follow up point after TQD	<p>Where resources allow, longer-term follow-up (e.g. at 3, 6 or 12 months) can provide a further check on the effectiveness of the Service, especially if your service is supporting specific populations.</p> <p>Longer-term follow-up is not compulsory, nor does not mean that the service is required to see clients on a regular basis for this length of time. If your service is undertaking longer-term follow-up the date and smoking status must be recorded.</p> <p>Smoking status should be measured by asking Service Users to answer the following question by choosing one of the four options (a – d): Over the past <b>four weeks</b> have you smoked at all?</p> <p>[a] No, not a single puff [b] Yes, just a few puffs [c] Yes, between 1 and 5 cigarettes [d] Yes, more than 5 cigarettes</p> <p>Only those who answer '[a] No, not a single puff' will qualify as abstainers.</p>
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Table 2: Annual / Six Monthly Reporting Requirements

Reporting Requirement	Information Submitted
Service Information — An annual or six monthly narrative report (frequency to be determined by the purchasing agency)	<p>Information to be submitted will be determined by the purchasing agency and may include the following (additional information may be required by the purchasing agency).</p> <ul style="list-style-type: none"> <li>• Financial and personnel</li> <li>• Workforce development</li> <li>• Results of service user satisfaction survey's or an approved 360° degree feedback alternative for the purpose of continuous quality improvement.</li> <li>• Quality assurance processes to ensure maintenance of the national standard in stop smoking treatment and practice</li> <li>• Details regarding concerns, complaints or risks</li> <li>• Specific details regarding service delivery methodology, outcomes being achieved and/or case studies</li> </ul>

**PROVIDER QUALITY  
SPECIFICATIONS  
for  
PUBLIC HEALTH SERVICES**

First release version 1.1  
Dated May 1999

## TABLE OF CONTENTS

PROVIDER QUALITY	1
First release version 1.1	1
A: Introduction	3
A2 Health and Disability Standards	3
A3 MoH Provider Quality Specifications	3
A4 MoH Service Specific Quality Specifications	3
B1 PHPQS apply to all PUBLIC HEALTH services	4
C1 Services meet needs of Māori	5
C2 Māori Participation	5
C3 Support for Māori	5
D1 Quality Plan	6
D2 Auditing and Reporting	6
D3 Staff registration, education and training	6
D6 Supervision of Trainees	7
D7 Performance Management	7
E1 Service Plan/Standard Contract for Services	8
E2 Service Provision	8
E3 Access	8
E4 Service Information	8
E5 Evaluation Process	8
F1 Consumer rights	9
F3 Cultural Values	9
F4 Services to people from Pacific Island Nations	9
F5 Consumer and staff Advocates	10
F6 Consumer/Family/Whanau and Referred Input	10
F7 Complaints Procedure	10
F9 Ethical Review	10
G2 Risk Management	12
G3 Prevention of Abuse and/or Neglect	12
G4 Security	12

**A Introduction****A1 Quality of Service**

These MoH Provider Quality Specifications for Public Health Services (PHPQS) define the quality of service to be performed by you as specified in the Service Schedule of the MoH Standard Contract for Services (Services) which consumers and populations served under the terms of this agreement should receive. Provider quality requirements will in final form be described in three key levels:

- Health and Disability Standards (H&DS Standards);
- MoH Provider Quality Specifications (PQS); and
- MoH Service Specific Quality Specifications (SSQS).

**A2 Health and Disability Standards**

The H&DS Standards are being developed to replace several pieces of previous consumer safety legislation. They will come into effect on 1 July 1999 for those providers to whom the previous consumer safety legislation applied, namely hospital in-patient and residential care services. The H&DS Standards may in future apply to all services funded by us. As we apply the H&DS Standards the PQS will be revised to refer to those Standards, and to eliminate repetition.

**A3 MoH Provider Quality Specifications**

The PQS have been developed to ensure a common basis for quality among providers of similar services nationally. They focus on key processes and outcomes. The PHPQS have been modified from the generic PQS to reflect the population basis of services delivered by public health services. The PHPQS apply to all public health services provided under the terms of this agreement. Providers are required to meet them to the extent that this is practicable and reasonable given the nature of the service being provided and the population served.

**A4 MoH Service Specific Quality Specifications**

The PQS may be supplemented in agreements by SSQS or by specific quality requirements in the Service Specification.

**B: Public Health Provider Quality Specifications****B1 PHPQS apply to all PUBLIC HEALTH services**

You must perform the Services covered by this agreement in accordance with the PHPQS in a manner that is appropriate for your organisation, taking into account:

- requirements of MoH Health Policy and Strategies;
- identified needs of consumers, carers and families;
- service goals and objectives;
- parameters of activities;
- management of risks;
- any good practice guidelines endorsed by us;
- professional standards and codes relevant to your service;
- the size of your organisation and the population served; and
- cultural values of the population served.

**B2 Written policy, procedures, programme, protocol, guideline, information, system or plan.**

Where, to meet an H&DS Standard or a PQS or SSQS, you need to develop a written policy, procedure, programme, protocol, guideline, information system or plan (document), you will:

- develop the documents;
- demonstrate systems for reviewing and updating all these documents regularly and as required by current performance or risks;
- demonstrate implementation, through documentation supported as requested through interviews with your employees, assistants, volunteers, students and permitted subcontractors (staff), consumers, and Māori;
- demonstrate that staff are adequately informed of the content and the intent of these written documents; and
- provide us with a copy of any documents we request.

**B3 All staff informed**

You will ensure that:

- these PHPQS are attached to all agreements for Services contracted for by us and performed by you; and
- staff are aware of your and their responsibilities to comply with these PHPQS and the relevant Service Specifications as they relate to Services you perform.

**C: Requirements for Māori**

These requirements (either described in this section or elsewhere in this document) do not apply to Services provided solely for ethnic group other than Māori.

**C1 Services meet needs of Māori**

Your Services will meet the diverse needs of Māori, and apply the MoH Māori Health Policy, June 1998 or as amended, MoH Māori Strategies and Māori requirements in the MoH Standard Contract for Services (Public Health Operating Group).

**C2 Māori Participation**

The reference to "Māori" in this section C2 includes the development of a relationship with local tangata whenua and if appropriate, regional tangata whenua, Māori staff, Māori Providers and Māori community organisations to achieve the requirement Māori input.

Māori participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation at governance, management and service delivery levels.

This will include:

- consultation with, and involvement of, Māori in your strategic, operational and service processes;
- development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including;
- removal of barriers to accessing your services;
- facilitation of the involvement of whanau and others;
- integration of Māori values and beliefs, and cultural practices;
- availability of Māori staff to reflect the consumer population; and
- existence, knowledge and use of referral protocols with Māori service providers in your locality;
- education and training of staff in the requirements of the MoH Māori Health Policy and Strategies;
- education and training of staff in Māori values and beliefs and cultural practices; and
- support and development of a Māori workforce.

**C3 Support for Māori**

You will facilitate support from whanau/hapu/iwi; kuia/kaumatua; ronga practitioners; spiritual advisors; Māori staff and others as appropriate for Māori accessing your Services.



**D: Quality Management**

You will develop, document, implement and evaluate a transparent system for managing and improving the quality of Services to achieve the best outcomes for consumers.

**D1 Quality Plan**

You will develop, implement and maintain a quality plan designed to improve outcomes for consumers. This quality plan may be integrated into your business plan. It will describe how you manage the risks associated with the provision of Services. The quality plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The quality plan will be of a size and scope appropriate to the size of your Services, and will usually include:

- an explicit quality philosophy;
- clear quality objectives;
- commitment to meeting these and any other MoH Quality Specifications, and guidelines for good practice as appropriate;
- quality improvement systems;
- systems for monitoring and auditing compliance with MoH contractual requirements;
- designated organisational and staff responsibilities;
- processes for and evidence of ongoing consumer input into service development through identified feedback mechanisms;
- processes for sound financial management; and
- how you will address Māori issues including recognition of:
  - Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions;
  - Māori as a Government Health Gain priority area;
  - The 8 Māori Health priority areas : asthma, diabetes, smoking cessation, injury prevention, hearing, immunisation, mental health, oral health as appropriate to your organisation;
  - The MoH Māori Health Policy and Strategies, and clause 3 "Māori Health Priority" in the Standard Contract for Services;
  - Māori specific quality specifications, monitoring requirements and service specific requirements.

**D2 Auditing and Reporting**

As part of our Provider Quality Improvement Strategy, we may, at any time, audit your Services against a PHPQS or SSQS by asking you to demonstrate compliance with it. The PHPQS and SSQS are not, at present, subject to regular reporting unless required elsewhere in this agreement or as part of any specified quality improvement initiative. You may raise with us at any time any concerns you have about your ability to meet these PHPQS so corrective processes can be put in place.

**D3 Staff registration, education and training**

All your staff will:

- where relevant, be registered with the appropriate statutory body and hold a current statutory certificate;
- have access to continuing education to support maintenance of professional registration, enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

**D4 Employment Policies and Practices**

Your employment policies and practices will:

- support professional career pathway development for Māori health workers; Māori service advisory positions and Māori change management positions;
- support the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population; and
- demonstrate workforce development planning and how this is applied to the professional development of staff.

**D5 Training and Supervision of Assistants and Volunteers**

You will ensure that all your assistants, volunteers and other relevant support staff receiving training to enable them to perform Services safely, and will work only under the supervision and direction of appropriately qualified staff.

**D6 Supervision of Trainees**

Trainees will be identified and will provide Services only under the supervision and direction of appropriately qualified staff.

**D7 Performance Management**

You will be required to develop and maintain systems:

- of performance management for all employees; and
- to review professional practices and processes used in service delivery.

The systems will include input from relevant health professionals.

**E: Effectiveness****E1 Service Plan/Standard Contract for Services**

Services will be planned and performed according to the assessed needs of the populations served as agreed by us in your service plan/standard contract for Services.

**E2 Service Provision**

You will develop and implement processes and practices for the performance of Services to populations that reflect best practice within available resources.

You will develop process and outcome measures for your programmes as agreed with us.

**E3 Access**

The Services you perform will be accessible to all relevant populations. Where services are limited in any way, the criteria for selection and prioritisation will be defined, available to populations affected and agreed between us.

**E4 Service Information**

Potential and current consumers, and referrers, will have access to appropriately presented information in order for relevant populations to access your Services. This information will usually include:

- the Services you offer;
- the location of those Services;
- the hours the Services are available;
- how to access the Services;
- consumer rights and responsibilities under the Code of Health and Disability Services Consumer's Rights Regulations 1996 (D&DC Code) and Complaints Procedure;
- availability of cultural support;
- after hours or emergency contact if necessary or appropriate; and
- any other important information in order for people to access your Services.

This information will be presented in a manner appropriate to the communication needs of consumers and communities.

**E5 Evaluation Process**

You will develop evaluation processes, primarily formative and process, which will assist in the development of your own programmes, in consultation with us. If we contract for the external evaluation of your Services, then you will provide any necessary assistance to complete the external evaluation to our satisfaction.

**F: Appropriate Standards****F1 Consumer rights**

You will ensure each consumer receives Services in a manner that complies with the Health and Disability Commissioner Act 1994, any written directives of the Health and Disability Commissioner (H&D Commissioner) and the H&DC Code. This includes provision for the:

- right to be treated with respect for person, privacy and culture;\
- right to be free from discrimination, coercion, harassment and exploitation;
- right to dignity and independent;
- right to services of an appropriate standard including legal, professional, ethical;
- right to effective communication;
- right to be fully informed;
- right to make an informal choice and give informed consent;
- right to have a support person present;
- right to complain; and
- rights in respect of teaching or research.

You will ensure:

- consumers are aware that the Services are being provided in accordance with the H&DC Code;
- copies of the H&DC Code are available to consumers upon their request; and
- staff familiar with and observe their obligations under the H&DC Code.

**F2 Confidentiality**

You must not disclose personal information about a consumer to any third party without:

- the consumer's informed consent; or
- complying with the requirements of the Code of Practice under the Privacy Act 1993 covering health information held by health agencies;

and then only if disclosure assists in achieving effective and positive outcomes for the consumer.

**F3 Cultural Values**

You will perform services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your Services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with your services. You will incorporate Māori principles/tikanga into your organisation. These are explained in Appendix 1.

**F4 Services to people from Pacific Island Nations**

Services to people from Pacific Island Nationals are to recognise differences especially as they relate to linguistic, cultural, social and religious practices.

You will develop and maintain linkages with key cultural groups in your locality in order to facilitate consultation and involvement of these groups in the planning, implementation and monitoring and review of services.

**F5 Consumer and staff Advocates**

You will inform consumers and staff, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, staff and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers and staff who require this service.

**F6 Consumer/Family/Whanau and Referred Input**

You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the Services performed for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the MoH Guidelines for Consumer Surveys. Consumer input will be reflected in maintenance and improvement of quality of service. Feedback from Māori by appropriate methods will be actively sought to improve organisation responsiveness to Māori. If we require, you will make available to us the results of any surveys.

**F7 Complaints Procedure**

You will enable consumers/families/whanau and other people to make complaints through a written and implemented procedure for the identification and management of complaints which meets the H&DC code requirements. The complaints procedure will ensure:

- the complaints procedure itself is made known to and easily understandable by consumers;
- all parties have the right to be heard;
- the person handling the complaint is impartial and acts fairly;
- complaints are handled at the level appropriate to the complexity or gravity of the complaint;
- any corrective action required following a complaint is undertaken;
- it sets out the various complaints bodies to whom complaints may be made and the process for doing so. Consumers will further be advised of their right to direct their complaint to the H&D Commissioner and to us, particularly in the event of non-resolution of a complaint;
- complaints are handled sensitively with due consideration of cultural or other values;
- Māori consumers and their whanau will have access to a Māori advocate to support them during their complaints process;
- consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements;
- complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery; and
- it is consistent with any MoH complaints policy as notified from time to time.

**F8 Personnel Identification**

You will ensure that all staff performing Services identify themselves as acting on your behalf in all dealings with consumers and family/whanau.

**F9 Ethical Review**

You will obtain ethical review as necessary. If you conduct research and innovative procedures or treatments, then you will:

- have written and implemented policies and procedures for seeking ethical review;
- obtain advice from an accredited ethics committee in accordance with the current "National Standard for Ethics Committees"; and

- consult with and receive approval from Māori for any research or innovative procedures or treatments which will impact on Māori.

**G: Safety and Efficiency****G1 General Safety Obligation**

You will protect consumers and staff from exposure to avoidable/preventable risk and harm in accordance with your obligations under the Health and Safety in Employment Act 1992.

**G2 Risk Management**

You will safeguard consumers and staff from untoward risk arising from infection, avoidable incidents, accidents and hazards.

You will develop, implement and maintain:

- incident, accident and hazard management policies and procedures;
- contingency management policies and procedures in relation to internal emergencies and external or environmental disasters; and
- environmental and hygiene management/infection control policies and procedures; and
- managing safety and identifying key risks.

These policies and procedures must assist, in:

- evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence;
- dealing with those risks and where possible reducing them;
- minimising the adverse impact of internal emergencies and external or environmental disasters on your consumers and staff; and
- minimising the likelihood of adverse health outcomes arising from infection for consumers and staff.

These policies and procedures will include definitions of incidents and accidents and clearly outline the responsibilities of all employees, including:

- taking immediate action;
- reporting, monitoring and corrective action, to minimise incidents;
- accidents and hazards, and improve safety; and
- debriefing staff training and staff support as necessary to meet the requirements of the policies and procedures.

**G3 Prevention of Abuse and/or Neglect**

You will safeguard consumers and staff from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will develop, implement and maintain written policies and procedures on preventing, detecting and removing abuse and/or neglect. These policies and procedures will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. You will ensure that relevant staff are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect. These procedures may also include reference to the Complaints Procedure.

**G4 Security**

You will provide a secure environment for consumers and staff to perform the Services. You will have written, implemented and independently reviewed policies and practices relating to security to ensure that buildings and equipment used to perform the Services are secure.



**H: Interpretation**

In these PHPQS:

- "MoH", "us", "we" and "our" means the Ministry of Health including its legal successors and its permitted consultants, subcontractors, agents, employees and assignees;
- "you" and "your" means the Provider named on the front page of the Standard Terms and Conditions, including its permitted subcontractors, agents, employees and assignees; and
- terms given a defined meaning in this agreement have that meaning where the context permits and words referring to singular include the plural and reverse.

**Appendix A: Explanation of Māori principles / tikanga**

<b>Wairua</b>	<b>Spirit or spirituality</b>	<i>A recognition that the Māori view of spirituality is inextricable related to the wellbeing of the Māori Consumer.</i>
<b>Aroha</b>	<b>Compassionate love</b>	<i>The unconditional acceptance which is the heart of care and support.</i>
<b>Turangawaewae</b>	<b>A place to stand</b>	<i>The place the person calls home, where their origins are. This must be identified for all Māori consumers.</i>
<b>Whanaungatanga</b>	<b>The extended family</b>	<i>The family take responsibility for its members and must be informed of where its member is.</i>
<b>Tapu/Noa</b>	<b>Sacred/profane</b>	<i>The recognition of the cultural means of social control envisaged in tapu and noa including its implications for practices in working with Māori consumers.</i>
<b>Mana</b>	<b>Authority, standing</b>	<i>Services must recognise the mana of Māori consumers.</i>
<b>Manaaki</b>	<b>To care for and Respect to</b>	<i>Services must show respect for Māori values, traditions and aspirations.</i>
<b>Kawa</b>	<b>Protocol of the marae, land, iwi.</b>	<i>Determines how things are done in various circumstances. Respect for kawa is very important. If the kawa is not known the tangata whenua should be consulted.</i>

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

# AoG Advertising Services – Advertising Services Order (ASO)

Guidance for completing an ASO can be found on the final pages of this document.

## Part A

For Participating Government Agency (the Client) to complete and send to Provider.

Date	Service Reference or ASO Number
------	---------------------------------

Project or Campaign Name	Preventing young people from vaping - campaign
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Government Agency Name	Ministry of Health
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Contact Name	S9(2)(a)
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Contact Title	
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Contact Email	
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Contact Phone	
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Authorisation Required by	
---------------------------	--

Provider Name	S9(2)(a)
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Provider Contact Name	
-----------------------	--

Provider Email	
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Government Agency to Complete

### Schedule of Services

*Briefly outline the services you are requesting from Provider. For example, Strategy and advice; Creative concept development; Production and design; Media strategy, planning and buying; project management; Measurement, reporting and analysis of campaign effectiveness etc.*

- **Overall project management and reporting**
  - Supply the Ministry with an overall campaign approach and timeline with key milestones with Ministry review points.
  - Outline who your supplier partners are.
  - Outline how you will keep track of progress, work in progress meetings, financial reporting (including frequency).
- **Formative research to inform the campaign**
  - Focus groups with a range of key audiences (young people 13 – 18 years of age, Māori/Pacific and young people with disabilities and/or those with accessibility





issues, including expert group, a full report developed, understand barriers, motivators, key insights, risks.

- **A co-designed campaign concept is developed**
  - Working with the audience to co-create multiple concepts and campaign approaches.
- **Concept testing of campaign concept**
  - Independent concept testing to understand effectiveness and unintended consequences of campaign.
- **Production of all campaign elements**
  - Refine best concepts based on testing, fully produce all assets for approval by the Ministry.
- **Delivery of the campaign including media planning, booking and reporting**
  - Run and deliver the campaign, tracking performance and providing campaign analytics and insights to the Ministry on a regular basis, including how behaviour change will be measured
  - Curative will work with the Ministry's communication team regarding public relations (PR)

jj

## Basis of Engagement

Specify the basis of engagement for these services. For example:

- One off campaign or project
- Multi-stage campaign
- Partnership arrangement
- A sub group of providers for ongoing requirements

The initial contract is for a period of 12 months, there is likely to be addition funding for a further two years, but this is to be confirmed.

## Timing/Timeframes

Indicate the timeframe of engagement or where appropriate commencement dates of campaign or projects.

A top-level work plan will be provided by 17 December 2021, and a final agreed plan no later than 18 February 2022.

## Indicative Budgets

Set out campaign or project budgets or annual budget [if known].

\$1,000,000 per annum, subsequent years to be confirmed.

Payment schedule:

\$10,000 establishment fee to be paid by 17 December 2021

Monthly payments to be agreed in final plan, but all funding to be invoiced by 30 June 2022.

## Additional Information



If alternative pricing required such as monthly retainer, fixed fee, Performance measures or special requirements outline here.

Note: Any completed briefs and cost estimates may be referenced as appendix to this ASO.

### Health and Safety Considerations

Set out any health and safety considerations for this engagement.

A COVID-19 response plan based on the Government's traffic light system must be supplied alongside the project plan, including any mitigation plans.

## Part B

### Provider Acceptance.

#### Conflict of Interest Declaration

I, NAME OF AUTHORISED SIGNATORY OF PROVIDER have made diligent inquiry whether NAME OF PROVIDER has any actual, potential or perceived Conflict of Interest were it to provide the Services described in this Advertising Services Order and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:

DETAIL CONFLICTS OR ENTER NIL

#### Additional Information Required and/or Assumptions Made

DETAIL ADDITIONAL INFORMATION REQUIRED/ASSUMPTIONS MADE OR ENTER NIL

#### Provider Acceptance

Provider agrees to deliver to the schedule of services under the basis of engagement as outlined in Part A of this ASO.

Name of Authorised Signatory

S9(2)(a)

Signature

Date

26/11/2021

## Part C

Government Agency Acceptance.

Government Agency Acceptance

Client acknowledges any conflicts of interest in Part B and appoints the above named provider to undertake the services under the basis of engagement as outlined in Part A of this ASO and any appended documents signed and referenced to this ASO.

Name of Authorised Signatory

Signature

S9(2)(a)

Date

2/12/21

Please send the link below to your agency contacts to complete after each engagement. For long engagements, we recommend sending this at key milestones to seek feedback throughout the engagement.

<https://www.research.net/r/ClientSatisfactionSurvey-AoGcontracts-ASO>





Questions marked for DELETION and most COMMENTS have been removed from this draft.

All CHANGES have been accepted.

**ACTION ITEMS** appear in this draft.

**NZL** = action for NZL

**UW** = action for UW

Questions identified as 'LOW PRIORITY' by NZL have been indicated.

Version date: 4 March 2022

\*Please use track changes.\*

Q#	VarName	NZL4	Comment
		E-CIGARETTES -- CURRENT FREQUENCY	
386	EFintro2	<b>Ask if NC302=1-2.</b> Now we would like to return to talking about E-CIGARETTES, which are often called vaping devices . . .	
387	NC08320	<b>Ask if NC302=1.</b> When was the last time you used an e-cigarette or vaping device? 01 Less than 1 week ago 02 1-4 weeks ago 03 1-3 months ago 04 4-6 months ago 05 7-12 months ago 06 13-18 months ago 07 19-24 months ago 08 More than 24 months ago 88 Refused 99 Don't know	
388	NC08309	<b>Ask if NC302=1.</b>	

Q#	VarName	NZL4	Comment
		<p>At the time when you were using an e-cigarette or vaping device most often, how often did you use it?</p> <ol style="list-style-type: none"> <li>1 Daily</li> <li>2 Less than daily, but at least once a week</li> <li>3 Less than weekly, but at least once a month</li> <li>4 Less than once a month, but occasionally</li> <li>5 I have only tried it a few times, but more than once</li> <li>6 I have only ever tried it once</li> <li>8 Refused</li> <li>9 Don't know</li> </ol> <p><i>Please do your best to answer. If you used at least once a week, but are not sure whether you used daily, please select the second option "Less than daily, but at least once a week".</i></p> <p><b>If response=1-3, go to NC304.</b>  <b>If response=4-5, go to EC309v.</b></p>	
389	EF08130	<p><b>Ask if NC309=8 or 9.</b></p> <p>Have you ever used an e-cigarette or vaping device at least weekly, or always less than weekly?</p> <ol style="list-style-type: none"> <li>1 At least weekly</li> <li>2 Less than weekly</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
390	NC08304	<p><b>Ask if NC309=1-4, 8 or 9.</b></p> <p>On average, how often do you CURRENTLY use e-cigarettes or vaping devices?</p> <ol style="list-style-type: none"> <li>1 Daily</li> <li>2 Less than daily, but at least once a week</li> <li>3 Less than weekly, but at least once a month</li> <li>4 Less than once a month, but occasionally</li> <li>5 Not at all</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
391	EC08309v	<p>Derived variable - e-cigarette status</p> <ol style="list-style-type: none"> <li>1 Current Daily vaper (NC304=1)</li> <li>2 Current Weekly vaper (NC304=2)</li> <li>3 Current Less Than Weekly vaper (NC304=3-4)</li> <li>4 Ever Stopper: past vaper at least weekly (NC304=5-9 AND (NC309=1-2 or EF130=1))</li> </ol>	<p><b>Commonly used in filters.</b></p> <p>EC309v=1-3 → current user  EC309v= 4 → past vaper  EC309v= 5 → ever trier  -----  EC309v=1-6 → ever heard of EC</p>

Q#	VarName	NZL4	Comment
		5 Trier: vaped once or more ((NC309=5-6) OR (NC304=5-9 and ((NC309=3 or 4) or EF130=2, 8 or 9))) 6 Never Tried e-cigarettes (NC302=2) 7 Never Heard of e-cigarettes (NC302=3, 8 or 9)	---- EC309v= 1-2 → daily, weekly EC309v= 3 → less than weekly
392	NC08318	<b>Ask if EC309v=1.</b> How long have you been using e-cigarettes or vaping devices daily? 01 Less than 1 week 02 1-4 weeks 03 1-3 months 04 4-6 months 05 7-12 months 06 1-2 years 07 2-3 years 08 3-5 years 09 More than 5 years 88 Refused 99 Don't know	
393a	NC08316	<b>Ask if EC309v=2.</b> How long have you been using e-cigarettes or vaping devices at least once a week? 01 Less than 1 month 02 1-3 months 03 4-6 months 04 7-12 months 05 1-2 years 06 2-3 years 07 3-5 years 08 More than 5 years 88 Refused 99 Don't know	
393b	NO08280	<b>Ask if [(Rtype=P and FR225v=5) OR (Rtype=C and (FR304=2 or FR225v=5))].</b> When did you stop vaping? 01 Less than 4 weeks ago 02 1-3 months ago 03 4-6 months ago 04 7-12 months ago 05 13-18 months ago 06 19-24 months ago	

Q#	VarName	NZL4	Comment
		07 2-5 years ago 08 More than 5 years ago <i>This is an essential question that will help to determine which questions you are asked. Please do your best to answer. If you can't or don't wish to answer this question, you will not be able to continue.</i> <b>If Rtype=C and response=08, go to BI913. (DC: C-D72)</b> <b>If Rtype=P and response=07 or 08, go to BI913. (DC: P-D72)</b> <b>If response=88 or 99, go to BI473, then BI904. (DC: if Rtype=C, then C-B11.7; if Rtype=P, then P-C11.7)</b>	
		E-CIGARETTES -- BRAND, SOURCE & PURCHASE	
394	EC08375	<b>Ask if EC309v=1-3.</b> Which of the following best describes the TYPE of e-cigarette or vaping device you [currently use MOST (EC309v=1 or 2)/ used LAST (EC309v=3)]? 1 It's disposable, not refillable, and non-rechargeable 2 It's rechargeable and uses replaceable pre-filled cartridges or pods 3 It's rechargeable and has a tank that you fill with liquid 8 Refused 9 Don't know	RE Mar 14 – does this need the pics of the products to be displayed? Does this need an 'other type of device' option and then a follow up to ask to specify
395	EC08450a	<b>Ask if EC309v=1-3.</b> What is the nicotine strength of the e-liquid, cartridges, or pods you currently use most?  Choose how you want to report nicotine strength, by % or mg/ml. 1 % (percent) nicotine 2 Mg/ml nicotine 3 Other 8 Refused 9 Don't know  <b>If response=2, go to EC450c.</b> <b>If response=3, go to EC450d.</b> <b>If response=8 or 9, go to EC430.</b>	
396	EC08450b	<b>Ask if EC450a=1.</b> What is the nicotine strength of the e-liquid, cartridges, or pods you currently use most? 0 None (0%) 1 Less than 1%	

Q#	VarName	NZL4	Comment
		2 1 to 1.9% 3 2 to 2.9% 4 3 to 3.9% 5 4 to 4.9% 6 5% or more 8 Refused 9 Don't know <i>If you don't remember, choose 'Don't know'.</i> <b>If response=0, go to EC872.</b> <b>If response=1-6, go to EC872v.</b> <b>If response=8 or 9, go to EC430.</b>	
397	EC08450c	<b>Ask if EC450a=2.</b> Choose the nicotine strength of the e-liquid, cartridges, or pods you currently use most? 0 None (0 mg/ml nicotine) 1 Less than 10 mg/ml 2 10-19 mg/ml 3 20-29 mg/ml 4 30-39 mg/ml 5 40-49 mg/ml 6 50 mg/ml or more 8 Refused 9 Don't know <i>If you don't remember, choose 'Don't know'.</i> <b>If response=0, go to EC872.</b> <b>If response=1-6, go to EC872v.</b>	
398	EC08450e	<b>Ask if EC450b=3.</b> You said 2% to 2.9%. Would that be . . . 1 2.0% 2 2.1 to 2.9% 8 Refused 9 Don't know <b>Go to EC452.</b>	RE Mar 14 – I know we discussed this in the meeting, but I am still unsure why we need this F/U Q and level of detail in the NZ context - as 20mg/ml has no particular regulatory significance in NZ. JB: Agree
399	EC08450f	<b>Ask if EC450c=3.</b> You said 20 to 29 mg/ml. Would that be . . . 1 20 mg/ml 2 21-29 mg/ml	

Q#	VarName	NZL4	Comment
		8 Refused 9 Don't know <b>Go to EC872v.</b>	
400	EC08430	<b>Ask if any of EC450a-c=8 or 9.</b> <b>EC309v=1 or 2:</b> Does the e-cigarette, e-liquid, cartridge or pod that you currently use most contain nicotine? <b>EC309v=3:</b> Did the e-cigarette, e-liquid, cartridge or pod that you used last contain nicotine? 1 Yes 2 No 8 Refused 9 Don't know	
401	EC08852	<b>Ask if NC320=1-5 and ((EC430=2, 8, 9 or unasked) and (EC630=2, 8 or 9 or unasked)).</b> Did any of the e-cigarettes, e-liquid, cartridges or pods you used in the last 12 months contain nicotine? 1 Yes 2 No 8 Refused 9 Don't know	
402	EC08852v	(Derived variable: used e-cigarette with nicotine in last 12 months.)  If EC630=1 or EC430=1 or EC852=1, then EC852v=1. Otherwise, EC852v=2. 1 Used nicotine e-cig in last 12M 2 Did not use nicotine e-cig in last 12M	
403	EC08473	<b>Ask if EC309v=1-3 and EC852v=1.</b> In the last 12 months -- that is, since [12M Anchor] -- have you changed the nicotine strength of the e-liquid or vaping product that you use most? 1 Increased the nicotine strength 2 No change to nicotine strength 3 Decreased the nicotine strength 8 Refused 9 Don't know	
404a	EC08166	<b>Ask if EC309v=1-3.</b> <i>Select all that apply. (Programmer: program as checklist)</i> What flavours of e-cigarette, e-liquid, cartridges or pods have you used in the last 30 days? Select all that apply.	

Q#	VarName	NZL4	Comment
		Unflavoured 1   Selected 2   Not selected 8   Refused 9   Don't know	
404b	EC08149	Tobacco flavour	
404c	EC08150	Mix of tobacco and menthol	
404d	EC08146	Menthol or mint	
404e	EC08145	Fruit flavour	
404f	EC08148	Candy, desserts, sweets	
404g	EC08142	Chocolate	
404h	EC08143	Clove or other spice	
404i	EC08144	Coffee	
404j	EC08147	A non-alcoholic drink (soda, energy drinks, or other beverages)	
404k	EC08141	An alcoholic drink (wine, whisky, cognac, margarita, or other cocktails)	
404l	EC08163	Other (specify)	
404m	EC08163o	<b>Ask if EC163=1.</b> Specify other flavour	
405	EC08167	<b>Ask if more than one of (EC166 to EC163)=1.</b> <b>Only display the flavours endorsed from EC166 - EC163.</b> Which flavour do you use most often? 01   Unflavoured 02   Tobacco flavour 03   Mix of tobacco and menthol 04   Menthol or mint 05   Fruit flavour 06   Candy, desserts, sweets 07   Chocolate 08   Clove or other spice 09   Coffee 10   A non-alcoholic drink (soda, energy drinks, or other beverages) 11   An alcoholic drink (wine, whisky, cognac, margarita, or other cocktails) 12   [EC163o] 88   Refused 99   Don't know	
406	EC08140	<b>Ask if EC309v=1-3.</b>	(low priority)



Q#	VarName	NZL4	Comment
		<p>Thinking of the e-liquids, cartridges or pods that you currently use, we would like to know whether you ever mix your own flavours at home or design flavours online.</p> <p>How often do you design or mix your own flavours?</p> <ul style="list-style-type: none"> <li>1 Never</li> <li>2 Rarely</li> <li>3 Sometimes</li> <li>4 Often</li> <li>5 Always</li> <li>8 Refused</li> <li>9 Don't know</li> </ul>	
407	EL08102	<p><b>Ask if EC375=2-3.</b></p> <p>Did you buy the vaping DEVICE (not the cartridges, pods or e-liquid) that you [currently use most (EC309v=1-2)/ used last (EC309v=3)] within the past 12 months?</p> <ul style="list-style-type: none"> <li>1 Yes</li> <li>2 No, I bought it earlier</li> <li>3 I didn't buy it</li> <li>4 Not applicable; I bought components at different times, not a complete device</li> <li>8 Refused</li> <li>9 Don't know</li> </ul> <p><b>If response=2-9, go to NC335.</b></p>	
408a	EL08120	<p><b>Ask if EL102=1.</b></p> <p>Where did you buy or get this e-cigarette or vaping device?</p> <ul style="list-style-type: none"> <li>01 On the internet</li> <li>02 Specialist vape shop</li> <li>03 Tobacco specialty shop/ tobacconist</li> <li>04 Newsagent/ bottle-store/ dairy or convenience store</li> <li>05 Petrol/ gas station shop</li> <li>06 Supermarket</li> <li>07 Chemist/ Pharmacy</li> <li>08 Pub or Bar</li> <li>09 Other store</li> <li>10 Independent seller (not a mainstream shop), e.g. market stall or pop-up shop</li> <li>11 Bought abroad and brought back with me</li> <li>12 Friend or relative</li> <li>13 Free sample</li> </ul>	

Q#	VarName	NZL4	Comment
		14 Shared bulk purchase with other people 15 Somewhere else 16 Vending machine [Programmer: move this above 'Somewhere else' on screen; it must retain this code in the data.] 88 Refused 99 Don't know	
408b	EL08120o	<b>Ask if EL120=15.</b> Specify other location.	
409a	NC08335	<b>Ask if EC309v=1-3.</b> Think about the last time you purchased disposable e-cigarettes, e-liquid, cartridges or pods. Where did you make this last purchase? 01 On the internet 02 Specialist vape shop 03 Tobacco specialty shop/ tobacconist 04 Newsagent/ bottle-store/ dairy or convenience store 05 Petrol/ gas station shop 06 Supermarket 07 Chemist/ Pharmacy 08 Pub or Bar 09 Other store 10 Independent seller (not a mainstream shop), e.g. market stall or pop-up shop 11 Bought abroad and brought back with me 12 Friend or relative 13 Free sample 14 Shared bulk purchase with other people 15 Somewhere else 16 Vending machine [Programmer: move this above 'Somewhere else' on screen; it must retain this code in the data.] 76 Don't remember any details of last purchase 88 Refused 99 Don't Know <b>If response=76, go to EP152.</b>	
409b	NC08335o	<b>Ask if NC335=15.</b> Specify other location.	
410	NC08379	<b>Ask if (EC375=1 or 2) and NC335&lt;&gt;76.</b> Thinking about your last purchase, how much did you pay per [disposable e-cigarette (EC375=1)/ cartridge or pod (EC375=2)]?	

Q#	VarName	NZL4	Comment
		88888 Refused 99999 Don't Know	
411	EL08556	<b>Ask if EC375=3 and NC335&lt;&gt;76.</b> Thinking about your last purchase, how many millilitres did your last purchased bottle or container of e-liquid contain? If you bought different sizes, answer for the size you use most often.  8888 Refused 9999 Don't Know <i>(range 5-1000 ml)</i>	
412	EL08582	<b>Ask if EL556=1-1000.</b> How much did you pay for the [EL556] millilitre bottle or container of e-liquid?  8888 Refused 9999 Don't Know <i>Enter exact dollars and cents with decimal point.</i>	
		E-CIGARETTES -- VAPING BEHAVIOUR	
		E-CIGARETTES -- REASONS FOR USING	
413a	NC08358	<b>Ask if EC309v=1-3.</b> <i>Select all that apply. (Programmer: program as checklist)</i> Which of the following are reasons you use e-cigarettes or vaping devices? Replacing some of my ordinary cigarettes with an e-cigarette or vaping device [means I don't (FR309v=1-3)/ meant I didn't (FR309v=4-8)] have to give up smoking ordinary cigarettes altogether. 1 Selected 2 Not selected 8 Refused 9 Don't know	NOTE: Wording for all 5 sets of EC reasons is under review and some discrepancies do exist vs. the equivalent HTP sets of reasons.
413b	NC08359	To make it easier to cut down on the number of ordinary cigarettes I smoke.	
413c	NC08357	As a way to help me quit smoking.	
413d	NC08354	They may not be as bad for my health.	
413e	ER08128	They taste better than ordinary cigarettes.	
413f	NO08214	They smell better than ordinary cigarettes.	
413g	NC08353	Because I can use them in places where smoking ordinary cigarettes is banned.	

Q#	VarName	NZL4	Comment
413h	NO08216	Family or friends use them.	
413i	NO08217	People in the media or other public figures use e-cigarettes.	
413j	NO08218	The packaging is attractive.	
413k	NO08219	The device for heating, charging, etc. is attractive. (Please only think about the heating/charging device, not pods or capsules).	
413l	NO08220	I like the technology	
413m	ER08115	Advice from a health professional.	
413n	NC08355	Using e-cigarettes or vaping devices is less harmful than smoking to other people around me.	
413o	ER08122	Using e-cigarettes or vaping devices is more acceptable than smoking to people around me.	
413p	ER08101	I enjoy using e-cigarettes or vaping devices.	
413q	ER08105	I save money by using e-cigarettes or vaping devices instead of smoking.	
413r	NO08281	Because e-cigarettes or vaping devices are more satisfying to smoke than cigarettes or tobacco available in the shops.	
413s	NO08282	Because e-cigarettes or vaping devices are easier to get than cigarettes or tobacco.	
E-CIGARETTES -- REASONS FOR TRYING			
414a	NO08283	<p><b>Ask if EC309v=5.</b></p> <p>Select all that apply. (Programmer: program as checklist)</p> <p>Which of the following are reasons you first tried e-cigarettes or vaping devices?</p> <p>Because I thought replacing some of my ordinary cigarettes with an e-cigarette or vaping device [means I don't (FR309v=1-3)/ meant I didn't (FR309v=4-8)] have to give up smoking ordinary cigarettes altogether.</p> <p>1 Selected</p> <p>2 Not selected</p> <p>8 Refused</p> <p>9 Don't know</p>	<p><b>ACTION:</b> NZL: What reasons do you want to keep for "trying EC"?</p> <p>RE Mar 14 - Keep</p>
414b	NO08284	As a possible way to help cut down on the number of ordinary cigarettes I smoke.	RE Mar 14 - Keep
414c	NO08285	As a possible way to help me quit smoking.	RE Mar 14 - Keep
414d	NO08286	Out of curiosity.	RE Mar 14 - Keep
414e	NO08287	They taste better than ordinary cigarettes.	RE Mar 14 - Drop
414f	NO08288	They smell better than ordinary cigarettes.	RE Mar 14 - Drop
414g	NO08289	Because I could use them in places where smoking ordinary cigarettes is banned.	RE Mar 14 - Keep
414h	NO08290	Someone offered me one.	RE Mar 14 - Keep
414i	NO08291	Family or friends were using them.	RE Mar 14 - Keep
414j	NO08292	I saw people in the media or other public figures using e-cigarettes.	RE Mar 14 - Keep

Q#	VarName	NZL4	Comment
414k	NO08293	The packaging was attractive.	RE Mar 14 - Keep
414l	NO08294	The device for heating, charging, etc. was attractive. (Please only think about the heating/charging device, not pods or capsules).	RE Mar 14 - Keep
414m	NO08295	I liked the technology.	RE Mar 14 - Keep
414n	NO08296	Advice from a health professional.	RE Mar 14 - Keep
414o	NO08297	I thought using e-cigarettes or vaping devices would be less harmful than smoking to other people around me.	RE Mar 14 - Keep
414p	NO08298	I thought using e-cigarettes or vaping devices would be more acceptable than smoking to people around me.	RE Mar 14 - Keep
414q	NO08299	I enjoy using e-cigarettes or vaping devices.	RE Mar 14 - Drop
414r	NO08300	I thought I could save money by using e-cigarettes or vaping devices instead of smoking.	RE Mar 14 - Keep
414s	NO08301	Because e-cigarettes or vaping devices are more satisfying to smoke than cigarettes or tobacco available in the shops.	RE Mar 14 - Drop
414t	NO08302	Because e-cigarettes or vaping devices were easier to get than cigarettes or tobacco.	RE Mar 14 - Keep  RE Mar 14 - maybe add something like - 'I saw advertising for e-cigarettes'
E-CIGARETTES -- REASONS FOR SWITCHING TO E-CIGARETTES			
415a	NO08225	<b>Ask if EC309v=1-3 and FR309v=4-8.</b> Which of the following are reasons you SWITCHED from smoking to using e-cigarettes or vaping devices? E-cigarettes are not as bad for my health as smoking. 1 Selected 2 Not selected 8 Refused 9 Don't know	JB: For this series, can people select all that apply? (If so, need to add that instruction)
415b	NO08226	I enjoy e-cigarettes as much or more than smoking.	
415c	NO08227	Using e-cigarettes or vaping devices is less harmful than smoking to other people around me.	
415d	NO08228	Using e-cigarettes or vaping devices is more acceptable than smoking to people around me.	
415e	NO08229	I save money by using e-cigarettes or vaping devices instead of smoking.	
415f	NO08230	Because I can use them in places where smoking ordinary cigarettes is banned.	

Q#	VarName	NZL4	Comment
415g	NO08231	Because e-cigarettes or vaping devices are more satisfying to smoke than cigarettes or tobacco available in the shops.	
415h	NO08232	Because e-cigarettes or vaping devices are easier to get than cigarettes or tobacco.	
415i	NO08221	<i>Select all that apply. (Programmer: program as checklist)</i> Because vaping might help me stay quit.	<p>JB: This does not make sense to me as a reason for SWITCHING.</p> <p>(For the response options above, the implied alternative is staying with smoking, so 'switching' makes sense. For this one, the alternative is quitting cold turkey)</p> <p>Could reword (so the implied alternative is continuing to smoke):</p> <p>"Because once I started vaping, I was able to achieve my goal of quitting cigarettes completely."</p>
415j	NO08303	Because vVaping will help me quit nicotine altogether in the future.	<p>JB: This does not make sense to me as a reason for SWITCHING.</p> <p>Suggest dropping here.</p> <p>Could add to Q414 above: "As a possible way to help me quit smoking, and eventually quit nicotine altogether."</p>
415k	NO08304	Because I couldn't get the cigarettes or tobacco that I wanted.	RE – I think drop this one – it si not clear if it is about accessibility or satisfaction or something else.

Q#	VarName	NZL4	Comment
		E-CIGARETTES -- REASONS FOR QUITTING E-CIGARETTES	
416a	ER08304	<b>Ask if EC309v=4.</b> <i>Select all that apply. (Programmer: program as checklist)</i> Which of the following are reasons you stopped using e-cigarettes? I felt myself becoming addicted to vaping. 1   Selected 2   Not selected 8   Refused 9   Don't know	
416b	ER08300	I wanted to stop using nicotine completely.	
416c	ER08301	I was concerned e-cigarettes may be harmful.	
416d	ER08308	E-cigarettes cost too much.	
416e	ER08316	I felt uncomfortable using them in public.	
416f	ER08307	I was concerned about the safety of using them (overheating, spilling/leaking liquids, etc.).	
416g	ER08327	I didn't find them satisfying enough.	
416h	ER08310	E-cigarettes were too much hassle or too complicated.	
416i	ER08313	I decided that they were not going to help me quit smoking.	
416j	ER08302	I decided I would rather just quit smoking without using e-cigarettes.	
416k	ER08323	They didn't help deal with cravings to smoke.	
416l	ER08317	I no longer needed them to keep from smoking.	
416m	NO08222	It was too hard to get the device or e-liquid I wanted.	
416n	NO08223	It was too hard to get the flavour I wanted.	
416o	NO08224	It was too hard to get the strength of nicotine I wanted.	
		E-CIGARETTES -- REASONS FOR NOT USING	
417a	ER08206	<b>Ask if EC309v=3, 5 or 6.</b> <i>Select all that apply. (Programmer: program as checklist)</i> <b>EC309v=6:</b> Which of the following are reasons you don't use e-cigarettes? <b>EC309v=3 or 5:</b> Which of the following are reasons you don't use e-cigarettes more often? I am concerned e-cigarettes may be harmful. 1   Selected 2   Not selected 8   Refused 9   Don't know	



Q#	VarName	NZL4	Comment
417b	ER08204	I am concerned about the safety of using them (overheating, spilling/leaking liquids, etc.).	
417c	ER08205	E-cigarettes cost too much.	
417d	ER08202	I am concerned that I might get addicted to them.	
417e	ER08210	I would feel uncomfortable using them in public.	
417f	ER08213	<b>EC309v=3 or 5:</b> I don't find them satisfying enough. <b>EC309v=6:</b> I don't think they would satisfy me.	
417g	ER08208	E-cigarettes are too much hassle or too complicated.	
		E-CIGARETTES -- DEPENDENCE	
418	ED08475	<b>Ask if EC309v=1-3.</b> <b>EC309v=2-3:</b> On days that you use an e-cigarette or vaping device . . .  <b>All:</b> . . . How soon after waking do you usually have your first puff on an e-cigarette or vaping device? 1 5 minutes or less 2 6-30 minutes 3 31-60 minutes 4 More than 60 minutes 8 Refused 9 Don't know	
419	NC08328	<b>Ask if EC309v=1-3.</b> Do you consider yourself addicted to using e-cigarettes or vaping devices? 1 Not at all 2 Yes -- somewhat addicted 3 Yes -- very addicted 8 Refused 9 Don't know	
		E-CIGARETTES -- BELIEFS ABOUT STOPPING	
420	NO08305	<b>Ask if EC309v=1-3.</b> Now some questions about stopping to vape. You don't need to be intending to stop to respond. Imagine how you would feel if you were planning to stop vaping. If you decided to give up vaping completely in the next 6 months, how sure are you that you would succeed? 1 Not at all sure 2 Slightly sure	JB: Low priority? Not sure how crucial this Q is to evaluating NZ's policies. Candidate for dropping if we need to cut Qs?

Q#	VarName	NZL4	Comment
		3 Moderately sure 4 Very sure 5 Extremely sure 8 Refused 9 Don't know	
421	ED08613	<b>Ask if EC309v=1-3.</b> Do you plan to continue using e-cigarettes or vaping, or do you plan to stop vaping in the foreseeable future? 1 Definitely continue 2 Probably continue 3 Might or might not continue 4 Probably stop 5 Definitely stop 8 Refused 9 Don't know	
422	ED08627	<b>Ask if EC309v=4-6.</b> How likely are you to use vaping products in the future? (This means more than just trying them.) 1 Definitely will use 2 Probably will use 3 Might or might not use 4 Probably will not use 5 Definitely will not use 8 Refused 9 Don't know	
		E-CIGARETTES -- USE FOR CIGARETTE CESSATION	
423	EQ08606	<b>Ask if EC309v=1-6.</b> Do you think using e-cigarettes or vaping makes it easier or harder to permanently stop smoking ordinary cigarettes? 1 A lot easier 2 A bit easier 3 No effect 4 A bit harder 5 A lot harder 8 Refused 9 Don't know	

Q#	VarName	NZL4	Comment
424	EE08221	<b>Ask if EC309v=1-6.</b> Overall, as compared with smoking cigarettes, [is using e-cigarettes or vaping devices (NC302=1)/ do you think using e-cigarettes or vaping devices is (NC302=2)] . . . 1 A lot cheaper 2 A bit cheaper 3 About the same cost 4 A bit more expensive 5 A lot more expensive 8 Refused 9 Don't know	
425a	EE08337	<b>Ask if EC309v=1-6.</b> <i>(Programmer: program as grid.)</i> To what extent do you agree or disagree with the following statements about using e-cigarettes or vaping devices: E-cigarettes or vaping devices are too hard to get. 1 Strongly agree 2 Agree 3 Neither agree nor disagree 4 Disagree 5 Strongly disagree 8 Refused 9 Don't know	
425b	EE08341	E-cigarettes or vaping devices are complicated to use.	
		E-CIGARETTES -- REGULATION	
426	EI08360	<b>Ask if EC309v=1-6.</b> This next set of questions is about possible laws concerning vaping and e-cigarettes. Do you support or oppose . . . banning the use of e-cigarettes or vaping devices in places where smoking is not allowed? 1 Strongly support 2 Support 3 Oppose 4 Strongly oppose 8 Refused 9 Don't know	(low priority)
427	EI08348	<b>Ask if EC309v=1-6.</b>	(low priority)

Q#	VarName	NZL4	Comment
		<p>In your opinion, which e-cigarettes flavours should NON-SPECIALIST shops be allowed to sell? (e.g. dairies, petrol stations and supermarkets)</p> <ol style="list-style-type: none"> <li>1 All flavours</li> <li>2 Any flavours that don't appeal to children and adolescents</li> <li>3 Only tobacco, menthol and mint flavours</li> <li>4 No flavours at all (i.e., only unflavoured products)</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
428a	EI08600	<p><b>Ask if EC309v=1-6.</b></p> <p>To what extent do you agree or disagree with the following statements?</p> <p>E-cigarettes or vaping devices, e-liquids, cartridges and pods -- should be sold in plain packages, that is, in packaging without any bright colours or fancy designs.</p> <ol style="list-style-type: none"> <li>1 Strongly agree</li> <li>2 Agree</li> <li>3 Neither agree nor disagree</li> <li>4 Disagree</li> <li>5 Strongly disagree</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	(low priority)
428b	EI08601	The packaging of vaping products (i.e. e-cigarettes or vaping devices, e-liquids, cartridges and pods) should have warnings about their possible health effects and addictiveness.	
428c	EI08602	The packaging of vaping products (i.e. e-cigarettes or vaping devices, e-liquids, cartridges and pods) should have messages encouraging smokers to use these products to quit smoking cigarettes.	
429	EI08367	<p><b>Ask if EC309v=1-6.</b></p> <p>Do you support or oppose . . .</p> <p>. . . a total ban on using liquid e-cigarettes in cars with children in them?</p> <ol style="list-style-type: none"> <li>1 Strongly support</li> <li>2 Support</li> <li>3 Oppose</li> <li>4 Strongly oppose</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	JB: Why 'LIQUID' e-cigs? Can we cut the word liquid?
		E-CIGARETTES -- PROMOTION	
430a	EA08157	<b>Ask if EC309v=1-6.</b>	

Q#	VarName	NZL4	Comment
		<p>Select all that apply. (Programmer: program as checklist)</p> <p>In the last 30 days -- since [30 day anchor] -- have you noticed vaping products being advertised by businesses in any of the following places . . .</p> <p>On websites or social media sites, like Facebook, Twitter, YouTube, Instagram or Snapchat?</p> <ul style="list-style-type: none"> <li>1 Selected</li> <li>2 Not selected</li> <li>8 Refused</li> <li>9 Don't know</li> </ul>	<p>RE Mar 14 – do we want to specify here that we are talking about explicit commercial product advertising and have a separate question asking about possible covert promotion e.g. use by influencers and other product placement on social media (not sure how to word that though)?</p> <p>JB: Yes it would be good to specify – see suggested wording change.</p> <p>I think a Q on promotion by influencers etc would be good, but a separate Q would be needed as people probably won't perceive this as 'advertising'. Something like "In the past 30 days, have you noticed vaping products being discussed or promoted or by individuals (e.g. friends, family, influencers) on social media sites like Facebook, Twitter, YouTube, Instagram or Snapchat?" I think including friends &amp; family is important, as often these promotions are 'tag a friend' or offering prizes if users post content – not necessarily paid influencers. Of course, people may discuss vaping products without any prompting too. Impossible to distinguish!</p>
430b	EA08178	Outside shops that sell e-cigarettes or vaping products (including on signs in windows, visible from the outside)?	
430c	EA08175	Inside shops that sell e-cigarettes or vaping products?	
430d	EA08153	On television, radio, posters, billboards, or in newspapers or magazines?	

Q#	VarName	NZL4	Comment
		E-CIGARETTES -- ENVIRONMENTAL EXPOSURE	
431	NO08306	<p><b>Ask if EC309v=1-6.</b></p> <p>Which of the following best describes <b>smoking vaping</b> inside your home? This is only about the indoors.</p> <ol style="list-style-type: none"> <li>1 Vaping is allowed anywhere inside my home</li> <li>2 Vaping is allowed in some rooms inside my home</li> <li>3 Vaping is never allowed anywhere inside my home</li> <li>4 Vaping is not allowed inside my home except under special circumstances</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	<p><b>ACTION:</b> <b>S9(2)(a)</b> -- Check 4CV4 for harmonization.</p> <p>JB: 'smoking' needs to be deleted</p>
432	NO08307	<p><b>Ask if EC309v=1-3.</b></p> <p>In the last 7 days, how often have you vaped inside your home or the place where you mainly live?</p> <ol style="list-style-type: none"> <li>1 Never</li> <li>2 Once</li> <li>3 A few times</li> <li>4 Lots of times</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
433	NO08308	<p><b>Ask all.</b></p> <p>What are the rules about vaping in your car or cars when there are children in the car?</p> <p>Vaping is . . .</p> <ol style="list-style-type: none"> <li>1 Never allowed when children are in my car</li> <li>2 Sometimes allowed when children are in my car</li> <li>3 Always allowed when children are in my car</li> <li>4 I do not have a car</li> <li>5 Children are never in my car</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
434	EP08440	<p><b>Ask if ET601b=1 and EC309v=1-6.</b></p> <p>Which of the following best describes the policy for using an e-cigarette or vaping device where you work?</p> <p>Using e-cigarettes or vaping devices is . . .</p> <ol style="list-style-type: none"> <li>1 Not allowed in any indoor area</li> </ol>	

Q#	VarName	NZL4	Comment
		2 Allowed only in designated indoor areas 3 Allowed in all indoor areas 4 There is no official policy 5 I do not work outside the home 8 Refused 9 Don't know	
		E-CIGARETTES -- PSYCHOSOCIAL BELIEFS	
435	ES08322	<b>Ask if EC309v=1-4.</b> What do people who are important to you think about you using e-cigarettes or vaping devices? 1 All or nearly all approve 2 Most approve 3 About half approve and half disapprove 4 Most disapprove 5 All or nearly all disapprove 8 Refused 9 Don't know	
436	EK08270	<b>Ask if EC309v=1-6.</b> Thinking about all you have seen and read about e-cigarettes or vaping devices, from all sources, would you say the information has been . . . 1 Mostly positive about e-cigarettes or vaping 2 Slightly positive about e-cigarettes or vaping 3 Equally balanced 4 Slightly negative about e-cigarettes or vaping 5 Mostly negative about e-cigarettes or vaping 8 Refused 9 Don't know	
437	EK08250	<b>Ask if EC309v=1-6.</b> In the last 12 months, have you visited the government website 'Vaping Facts,' to look for information about vaping? 1 Yes 2 No 3 I am not aware of the government website 'Vaping Facts' 8 Refused 9 Don't know	
438	ES08616	<b>Ask if EC309v=1-3.</b>	



Q#	VarName	NZL4	Comment
		<p>To what extent do you agree or disagree with the following statement? Using e-cigarettes or vaping devices is an important part of your life.</p> <ul style="list-style-type: none"> <li>1 Strongly agree</li> <li>2 Agree</li> <li>3 Neither agree nor disagree</li> <li>4 Disagree</li> <li>5 Strongly disagree</li> <li>8 Refused</li> <li>9 Don't know</li> </ul>	
		HEATED TOBACCO PRODUCTS -- CURRENT FREQUENCY	
439	HN08195	<p><b>Ask if HN106=1.</b></p> <p>At the time when you were using a heated tobacco product most often, how often did you use it?</p> <ul style="list-style-type: none"> <li>1 Daily</li> <li>2 Less than daily, but at least once a week</li> <li>3 Less than weekly, but at least occasionally</li> <li>4 I have only tried heated tobacco products a few times, but more than once</li> <li>5 I have only ever tried a heated tobacco product once</li> <li>8 Refused</li> <li>9 Can't Remember</li> </ul> <p><i>If you are not sure whether you've used a heated tobacco product daily, but you're sure you've used it at least once a week, select the second option 'Less than daily, but at least once a week'.</i></p> <p><b>If response=1-5, go to HN170.</b></p>	<p>RE Mar 14 - Does this need a preamble e.g. "We are now going to ask some questions about heated tobacco products (could repeat the definition give for Q HN 8103). You said previously that you have tried these products."</p> <p>JB: Yes, agree that brief preamble is needed.</p>
440	HN08196	<p><b>Ask if HN195=8 or 9.</b></p> <p>Have you ever used heated tobacco products at least weekly, or always less than weekly?</p> <ul style="list-style-type: none"> <li>1 At least weekly</li> <li>2 Less than weekly</li> <li>8 Refused</li> <li>9 Don't know</li> </ul> <p><i>This is an essential question that will help to determine your eligibility. Please do your best to answer. If you can't or don't wish to answer this question, you will not be able to continue.</i></p> <p><b>If response=1-2, go to HN170.</b></p>	

Q#	VarName	NZL4	Comment
		<b>If response=8 or 9, go to BI473, then BI904. (DC: if C, then C-B11.6; if P, then P-C11.6)</b>	
441	HN08140	<b>Ask if HN195=1-3, 8 or 9.</b> How often do you CURRENTLY use heated tobacco products? 1 Daily 2 Less than daily, but at least once a week 3 Less than weekly, but at least once a month 4 Less than once a month, but occasionally 5 I have only tried a heated tobacco product a few times, but more than once 6 I have only ever tried a heated tobacco product once 8 Refused 9 Don't know	
442	HN08309v	(Derived variable for all respondents – heated tobacco product (HTP) status at current wave, to be used in question filters throughout survey.) 10 Current Daily HTP user (HN140=1) 20 Current Weekly HTP user (HN140=2) 31 Current Monthly HTP user (HN140=3) 32 Current Less-than-monthly HTP user (HN140=4) 40 Ever Quitter: past HTP User at least weekly ((HN140=5 AND (HN195=1-2 or HN196=1)) 50 Trier: HTP tried more than once/ occasionally ((HN195=4) OR ((HN140=5 and (HN195=3 or HN196=2)))) 60 Trier: HTP tried only once (HN195=5) 70 Never Tried HTP (HN106=2 or 9) 80 Never Heard of HTP (HN103=2 or 9)	<b>Commonly used filters</b>  HN309v= 10-32 → current users HN309v= 40 → past HTP users HN309v= 50-60 → ever triers  HN309v= 10-70 → ever heard
443	HN08132	<b>Derived variable: triers, recent vs past</b>  If HN195=4 or 5 and HN170=1-2, trier is recent (1). If HN195=4 or 5 and HN170=3-99, trier is past (2). 1 Recent trier 2 Past trier	<b>ACTION:</b> S9(2)(a) --determine if HN132/133 (and HN170) are needed.
444	HN08133	<b>Derived variable: LTMs, past weekly vs never weekly</b>  If HN309v=32 and (HN195=1-2 or HN196=1), LTM is past weekly (1). If HN309v=32 and (HN195=3-5 or HN196=2), LTM is never weekly (2). 1 Past weekly 2 Never weekly	

Q#	VarName	NZL4	Comment
		HEATED TOBACCO PRODUCTS -- REASONS FOR USING	
445a	HN08506	<b>Ask if HN140=1-3.</b> <i>Select all that apply. (Programmer: program as checklist)</i> Which of the following are reasons you use heated tobacco products? They are less harmful to my health than ordinary cigarettes. <ul style="list-style-type: none"> <li>1 Selected</li> <li>2 Not selected</li> <li>8 Refused</li> <li>9 Don't know</li> </ul>	<b>ACTION:</b> S9(2)(a) --Check against decisions made in equivalent EC series (all 'reasons': using, trying, switching, quitting, not using) and apply here. Including filters. – in progress  RE Mar 14 – check wording etc aligns with the equivalent E-cig series. Also the order should be the same for comparability.
445b	HN08509	They taste better than ordinary cigarettes.	
445c	HN08507	They smell better than ordinary cigarettes.	
445d	HN08510	I can use them in places where smoking ordinary cigarettes is banned.	
445e	HN08512	I was curious.	RE Mar 14 – drop this one
445f	HN08513	Someone offered me one.	RE Mar 14 – drop this one
445g	HN08522	Family or friends use heated tobacco products.	
445h	HN08523	People in the media or other public figures use heated tobacco products.	
445i	HN08528	The packaging is attractive.	
445j	HN08529	The heating device is attractive. (Please only think about the heating device, not sticks or capsules.)	
445k	HN08530	I like the technology of heated tobacco products.	
445l	HN08515	A health professional advised me to use them.	
445m	HN08516	They are less harmful to the health of people around me than ordinary cigarettes are.	
445n	HN08525	They make socializing easier.	
445o	HN08518	Using them is more acceptable than smoking ordinary cigarettes to people around me.	
445p	HN08519	I enjoy using heated tobacco products.	
445q	HN08520	I save money by using them instead of smoking ordinary cigarettes.	
445r	HN08521	<b>Ask if HN140=1-3 and FR309v=1-3.</b> Heated tobacco products help me cut down on the number of ordinary cigarettes I smoke.	
445s	HN08526	They might help me quit smoking ordinary cigarettes.	

Q#	VarName	NZL4	Comment
445t	HN08511	Replacing some of my ordinary cigarettes with a heated tobacco product [means I don't (HN140=1-3)/ meant I didn't (HN140=4-6)] have to give up smoking ordinary cigarettes altogether.	
445u	HN08531	<b>Ask if HN140=1-3 and FR309v=4-8.</b> Using them might help me stay quit from smoking cigarettes.	RE Mar 14 – add to this series: 'They might help me to help cut down on the number of ordinary cigarettes I smoke.'
<b>HEATED TOBACCO PRODUCTS -- REASONS FOR TRYING</b>			
	HN08506	<b>Ask if HN309v=50-60.</b> <i>Select all that apply. (Programmer: program as checklist)</i> Which of the following were reasons you first tried using heated tobacco products? I thought they would be less harmful to my health than ordinary cigarettes. 1 Selected 2 Not selected 8 Refused 9 Don't know	RE Mar 14 – check wording etc aligns with the equivalent E-cig series. Also the order should be the same for comparability.
	HN08509(t)	They taste better than ordinary cigarettes.	RE Mar 14 – drop this one
	HN08507(t)	They smell better than ordinary cigarettes.	RE Mar 14 – drop this one
	HN08510(t)	I thought I could use them in places where smoking ordinary cigarettes is banned.	
	HN08512(t)	I was curious.	
	HN08513(t)	Someone offered me one.	
	HN08522(t)	Family or friends were using heated tobacco products.	
	HN08523(t)	I had seen people in the media or other public figures using heated tobacco products.	
	HN08528(t)	The packaging was attractive.	
	HN08529(t)	The heating device was attractive. (Please only think about the heating device, not sticks or capsules.)	
	HN08530(t)	I liked the technology of heated tobacco products.	
	HN08515(t)	A health professional advised me to try them.	
	HN08516(t)	I thought they would be less harmful to the health of people around me than ordinary cigarettes are.	
	HN08525(t)	I thought they would make socializing easier.	
	HN08518(t)	I thought using them would be more acceptable than smoking ordinary cigarettes to people around me.	
	HN08519(t)	I enjoy using heated tobacco products.	RE Mar 14 – drop this one
	HN08520(t)	I thought I would save money by using them instead of smoking ordinary cigarettes.	
	HN08526(t)	As a possible way to help me quit smoking ordinary cigarettes.	

Q#	VarName	NZL4	Comment
	HN08511(t)	<b>Ask if HN309v=50-60 and FR309v=1-3.</b>  I thought that replacing some of my ordinary cigarettes with a heated tobacco product meant I didn't have to give up smoking ordinary cigarettes altogether.	RE Mar 14 – maybe add something like – ‘I saw advertising for HTPs’  RE Mar 14 – also add to this series: ‘As a possible way to help me cut down on the number of ordinary cigarettes I smoke.’
		HEATED TOBACCO PRODUCTS -- REASONS FOR SWITCHING TO HEATED TOBACCO PRODUCTS	
446a	NO08246	<b>Ask if HN140=1-4 and FR309v=4-8.</b> <i>Select all that apply. (Programmer: program as checklist)</i> Which of the following are reasons you SWITCHED from smoking to using heated tobacco products? Heated tobacco products are not as bad for my health as smoking. 1   Selected 2   Not selected 8   Refused 9   Don't know	RE Mar 14 – check these align with the equivalent e-cig Qs
446b	NO08254	I enjoy using heated tobacco products as much or more than smoking.	
446c	NO08255	Using heated tobacco products is less harmful than smoking to other people around me.	
446d	NO08256	Using heated tobacco products is more acceptable than smoking to people around me.	
446e	NO08257	I save money by using heated tobacco products instead of smoking.	
446f	NO08258	Because I can use heated tobacco products in places where smoking ordinary cigarettes is banned.	
446g	NO08259	Because heated tobacco products are more satisfying to smoke than cigarettes or tobacco available in the shops.	
446h	NO08260	Because heated tobacco products are easier to get than cigarettes or tobacco.	
		HEATED TOBACCO PRODUCTS -- REASONS FOR QUITTING HEATED TOBACCO PRODUCTS	
447a	HN08952	<b>Ask if HN309v=40.</b> <i>Select all that apply. (Programmer: program as checklist)</i> Which of the following are reasons you stopped using heated tobacco products? I was concerned that using heated tobacco products may be harmful to my health. 1   Selected	RE Mar 14 – check these align with the equivalent e-cig Qs

Q#	VarName	NZL4	Comment
		2 Not selected 8 Refused 9 Don't know	
447b	HN08953	I felt myself becoming addicted to heated tobacco products.	
447c	HN08961	I wanted to stop using nicotine completely.	
447d	NO08236	Heated tobacco products cost too much.	
447e	HN08959	I felt uncomfortable using them in public.	
447f	NO08238	I was concerned about the safety of using them.	
447g	HN08958	I didn't find them satisfying enough.	
447h	NO08240	Heated tobacco products were too much hassle or too complicated.	
447i	HN08963	They did not help me quit smoking ordinary cigarettes.	
447j	NO08242	I decided I would rather just quit smoking without using anything, including heated tobacco products.	
447k	HN08965	They didn't help deal with my cravings to smoke ordinary cigarettes.	
447l	NO08244	I no longer needed them to keep from smoking.	
447m	NO08245	It was too hard to get the device or tobacco sticks (Heets) I wanted.	
HEATED TOBACCO PRODUCTS -- REASONS FOR NOT USING			
448a	NO08252	<b>Ask if HN106=2 or HN140=3-6.</b> <i>Select all that apply. (Programmer: program as checklist)</i> <b>HN106=2:</b> Which of the following are reasons you don't use heated tobacco products? <b>HN140=3-6:</b> Which of the following are reasons you don't use heated tobacco products more often? I am concerned heated tobacco products may be harmful. 1 Selected 2 Not selected 8 Refused 9 Don't know	<b>HN140</b> 3 monthly 4 occasionally 5 tried a few times 6 tried once  RE Mar 14 – check these align with the equivalent e-cig Qs
448b	NO08253	I am concerned about the safety of using them.	
448c	NO08247	Heated tobacco products cost too much.	
448d	NO08248	I am concerned that I might get addicted to them.	
448e	NO08249	I would feel uncomfortable using them in public.	
448f	NO08250	<b>HN140=3-6:</b> I don't find them satisfying enough. <b>HN106=2:</b> I don't think they would satisfy me.	
448g	NO08251	Heated tobacco products are too much hassle or too complicated.	

Q#	VarName	NZL4	Comment
		HEATED TOBACCO PRODUCTS -- DEPENDENCE	
449	HN08307	<b>Ask if HN140=1-3.</b> Do you consider yourself addicted to heated tobacco products? 1 Not at all 2 Yes -- somewhat addicted 3 Yes -- very addicted 8 Refused 9 Don't know	
450	HN08333	<b>Ask if (HN106=2, 8 or 9) or (HN140=4-6).</b> How likely are you to use HEATED TOBACCO PRODUCTS in the future? By this we mean more than just trying them. 1 Definitely will use 2 Probably will use 3 Might or might not use 4 Probably will not use 5 Definitely will not use 8 Refused 9 Don't know (valid response)	
451	HN08332	<b>Ask if HN140=1-3.</b> Do you plan to continue using heated tobacco products, or do you plan to stop using them in the foreseeable future? 1 Definitely continue 2 Probably continue 3 Might or might not continue 4 Probably stop 5 Definitely stop 8 Refused 9 Don't know (valid response)	
		PERCEIVED RISK	
452	PR08311	<b>Ask all.</b> To what extent has smoking cigarettes damaged your health? 1 Not at all 2 Just a little 3 A fair amount 4 A great deal	JB: Do we need an equivalent Q for e-cigs? Some people may have been vaping for several years now, and youngsters in the survey may be predominantly vapers rather than smokers. There is emerging evidence



Q#	VarName	NZL4	Comment
		8 Refused 9 Don't know	on impacts on oral health in particular – would be good to know if people have noticed negative impacts?  RE - I think that is probably a low priority to have the equivalent Q for vaping.
453	PR08313	<b>Ask if FR309v=1-3.</b> How worried are you that smoking cigarettes WILL damage your health in the future? 1 Not at all worried 2 A little worried 3 Moderately worried 4 Very worried 8 Refused 9 Don't know	
454	RE08455	<b>Ask if EC309v=1-3.</b> How worried are you that using e-cigarettes or vaping devices WILL damage your health in the future? 1 Not at all worried 2 A little worried 3 Moderately worried 4 Very worried 8 Refused 9 Don't know	
455	ED08515	<b>Ask if EC309v=1-6.</b> Compared to smoking ordinary cigarettes, do you think using e-cigarettes or e-liquids that DO contain nicotine is . . . ? 1 Much less addictive than smoking cigarettes 2 Somewhat less addictive 3 Equally addictive 4 Somewhat more addictive 5 Much more addictive than smoking cigarettes 8 Refused 9 Don't know	
456	RE08472	<b>Ask if EC309v=1-6.</b>	

Q#	VarName	NZL4	Comment
		<p>How do you think it would affect the health of a smoker if they stopped smoking ordinary cigarettes, and switched completely to e-cigarettes or vaping devices long-term? It would . . .</p> <ol style="list-style-type: none"> <li>1 Improve their health a lot compared to continuing to smoke</li> <li>2 Improve their health a little</li> <li>3 Have no effect on their health</li> <li>4 Make their health a little worse</li> <li>5 Make their health a lot worse compared to continuing to smoke</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
457	EE08229	<p><b>Ask if EC309v=1-5.</b></p> <p>How satisfying is using e-cigarettes or vaping compared to smoking ordinary cigarettes?</p> <ol style="list-style-type: none"> <li>1 Much less satisfying than smoking cigarettes</li> <li>2 Somewhat less satisfying</li> <li>3 Equally satisfying</li> <li>4 Somewhat more satisfying</li> <li>5 Much more satisfying than smoking cigarettes</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
458	RE08222	<p><b>Ask if EC309v=1-6.</b></p> <p>Compared to smoking ordinary cigarettes, how harmful do you think using e-cigarettes or vaping is?</p> <ol style="list-style-type: none"> <li>1 Much less harmful than smoking cigarettes</li> <li>2 Somewhat less harmful</li> <li>3 Equally harmful</li> <li>4 Somewhat more harmful</li> <li>5 Much more harmful than smoking cigarettes</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	
459	RE08255	<p><b>Ask if EC309v=1-6.</b></p> <p>Is VAPOUR from e-cigarettes or vaping devices more harmful, equally harmful, or less harmful to other people than second-hand smoke from ordinary cigarettes?</p> <ol style="list-style-type: none"> <li>1 Vapour is more harmful than second-hand smoke</li> <li>2 Equally harmful</li> <li>3 Vapour is less harmful than second-hand smoke</li> <li>8 Refused</li> <li>9 Don't know</li> </ol>	(low priority)

Q#	VarName	NZL4	Comment
460	HN08571	<b>Ask if HN103=1.</b> Now some questions about heated tobacco products and health . . . Compared to smoking ordinary cigarettes, how harmful do you think using a heated tobacco product is? 1 Much less harmful than smoking cigarettes 2 Somewhat less harmful 3 Equally harmful 4 Somewhat more harmful 5 Much more harmful than smoking cigarettes 8 Refused 9 Don't know	
461	HN08574	<b>Ask if HN103=1 and RE222=HN571 and RE222=1-5.</b> Which do you think is more harmful, using e-cigarettes (vaping) or using heated tobacco products? 1 Using e-cigarettes (vaping) is more harmful 2 Using heated tobacco products is more harmful 3 They are equally harmful 8 Refused 9 Don't know	
462	DI08301	<b>Ask all.</b> What is your overall opinion of smoking? 1 Very positive 2 Positive 3 Neither positive nor negative 4 Negative 5 Very negative 8 Refused 9 Don't know	
463	ES08701	<b>Ask if EC309v=1-6.</b> What is your overall opinion of using e-cigarettes or vaping? 1 Very positive 2 Positive 3 Neither positive nor negative 4 Negative 5 Very negative 8 Refused 9 Don't know	
464	HN08560	<b>Ask if HN103=1.</b>	

Q#	VarName	NZL4	Comment
		<p>What is your overall opinion of using heated tobacco products?</p> <p>1 Very positive</p> <p>2 Positive</p> <p>3 Neither positive nor negative</p> <p>4 Negative</p> <p>5 Very negative</p> <p>8 Refused</p> <p>9 Don't know</p>	
		ORAL NICOTINE PRODUCTS	
465	SL08680	<p><b>Ask all.</b></p> <p>Now we are going to ask some questions about oral nicotine products. These are not burned or smoked. They include nicotine pouches that you place in the mouth, e.g. under your lip, such as 'White Fox' nicotine pouches.</p> <p>Have you ever heard of these products?</p> <p>1 Yes</p> <p>2 No</p> <p>8 Refused</p> <p>9 Don't know (valid response)</p>	
466	SL08681	<p><b>Ask if SL680=1.</b></p> <p>Have you ever used one of these oral nicotine products, even one time?</p> <p>1 Yes</p> <p>2 No</p> <p>8 Refused</p> <p>9 Don't know (valid response)</p>	
		MARIJUANA / CANNABIS	
467	DI08799	<p><b>Ask all.</b></p> <p>In the next few questions, we would like to ask about your personal use of MARIJUANA/ CANNABIS. This includes hash and hash oil. Do NOT include synthetic marijuana/ cannabis, and do NOT include marijuana products you got on prescription from a doctor.</p>	RE Mar 14 – perhaps add a reassurance about confidentiality here as we did previously with illicit cig Qs I think JB: Good idea
468	DI08806	<p><b>Ask all.</b></p> <p>Have you used marijuana/ cannabis in the last 12 months?</p> <p>1 Yes</p> <p>2 No</p>	

Q#	VarName	NZL4	Comment
		8 Refused 9 Don't know <b>If response=2, 8 or 9, go to SL680.</b>	
469	DI08804	<b>Ask if DI806=1.</b> On average, how often do you CURRENTLY use marijuana/ cannabis? 1 Daily 2 Not daily, but at least weekly 3 Not weekly, but at least monthly 4 Not monthly, but occasionally 5 Not at all 8 Refused 9 Don't know	
470a	DI08837	<b>Ask if DI806=1.</b> <i>Select all that apply. (Programmer: program as checklist)</i> How have you used marijuana/ cannabis in the last 12 months -- that is, since [12M Anchor]? Choose all the methods you have used. Smoked just marijuana/ cannabis without tobacco. 1 Selected 2 Not selected 8 Refused 9 Don't know	
470b	DI08845	Smoked it with tobacco, e.g. in a spliff or a pipe	
470c	DI08834	Vaped it in liquid form	
470d	DI08838	Vaped (used a vapouriser for) the dried leaves or herb	
470e	DI08828	Vaped it some other way (specify)	JB: Not sure we need this, as 470j captures other modes. Suggest drop
470f	DI08827	Dabbed concentrates such as BHO (butane hash oil), budder, or wax.	
470g	DI08830	Consumed it in food or drinks (edibles such as 'pot brownies', cannabis-infused beverage)	
470h	DI08825	Used it orally (e.g. oil, capsules, dissolvable strips, or spray)	
470i	DI08826	Used it topically (e.g. lotions, bath salts)	
470j	DI08839	Some other way (specify).	
470k	DI08839o	<b>Ask if DI828=1 or DI839=1.</b> Specify any other way marijuana/ cannabis was used.	
471	DI08840	<b>Ask if more than one of (DI837 - DI839)=1.</b> <b>Only show methods that were selected above.</b> <i>Select only one.</i>	JB: Maybe highlight MOST using capitals.

Q#	VarName	NZL4	Comment
		<p>Which is the method you used most in the last 12 months?</p> <p>01 Smoked just marijuana/ cannabis without tobacco</p> <p>02 Smoked it with tobacco, e.g. as a spliff or in a pipe</p> <p>03 Vaped it in liquid form</p> <p>04 Vaped (used a vapouriser for) the dried leaves or herb</p> <p>05 Vaped it some other way</p> <p>06 Dabbed concentrates such as BHO (butane has oil), budder, or wax</p> <p>07 Used it orally (e.g. oil, capsules, dissolvable strips, or spray)</p> <p>08 Used it topically (e.g. lotions, bath salts)</p> <p>09 Consumed it in food or drinks (edibles such as 'pot brownies', cannabis-infused beverage)</p> <p>10 Some other way</p> <p>88 Refused</p> <p>99 Don't know</p>	
472	DI08945	<p><b>Ask if DI804=1-4.</b></p> <p>How often do you currently SMOKE marijuana/ cannabis WITH tobacco?</p> <p>1 Daily</p> <p>2 Not daily, but at least weekly</p> <p>3 Not weekly, but at least monthly</p> <p>4 Not monthly, but occasionally</p> <p>5 Not at all</p> <p>8 Refused</p> <p>9 Don't know</p>	JB: I can't see DI804. Check branching
473	DI08949	<p><b>Ask if DI834=1 and DI804=1-4.</b></p> <p>How often do you currently vape marijuana/ cannabis oil or liquid?</p> <p>1 Daily</p> <p>2 Not daily, but at least weekly</p> <p>3 Not weekly, but at least monthly</p> <p>4 Not monthly, but occasionally</p> <p>5 I have quit using it this way</p> <p>8 Refused</p> <p>9 Don't know</p>	<p>JB: I can't see DI834. Check branching.</p> <p>I can't remember the rationale for including this 😊. Maybe just because we have almost no current NZ data at all on cannabis vaping (?)</p> <p>Low priority.</p>
474a	NO08144	<p><i>(Programmer: program as grid.)</i></p> <p>In the last 12 months, have you used marijuana/ cannabis for medical purposes, recreation (pleasure), or as an alternative to smoking cigarettes or tobacco?</p> <p>Medical purposes.</p>	

Q#	VarName	NZL4	Comment
		1 Yes 2 No 8 Refused 9 Don't know	
474b	NO08145	Recreation (pleasure).	
474c	NO08146	As an alternative to smoking cigarettes or tobacco.	
		MODERATORS	
475	MP08100	<b>Ask all.</b> Now we have some more general questions.	
476	DI08701	<b>Ask all.</b> During the last 12 months -- that is, since [12M anchor] -- about how often did you have any kind of drink that contained alcohol? 1 Every day 2 5-6 days per week 3 3-4 days per week 4 1-2 days per week 5 Less than once a week but at least once a month 6 Less than once a month 7 Did not drink any alcohol in the past 12 months 8 Refused 9 Don't know <b>If response=7, go to DI348.</b>	
477	DI08703	<b>Ask if DI701&lt;&gt;07.</b> On a typical day when you did drink alcohol, how many alcoholic drinks did you usually have? 0 1-2 1 3-4 2 5-6 3 7-9 4 10 or more 8 Refused 9 Don't know <i>We define a drink as a 150 ml serving of wine or a 375 ml can or stubby of beer, or a 1 oz/ 30 ml shot of liquor.</i>	
478	DI08705	<b>Ask if DI701&lt;&gt;7.</b>	



Q#	VarName	NZL4	Comment
		<p>Think about any times in the past 12 months when you had more than [5 (BI239=2-9)/ 4 (BI239=1)] alcoholic drinks within a two-hour period.</p> <p>How often did you do this in the past 12 months?</p> <p>01 Every day</p> <p>02 5 to 6 days a week</p> <p>03 3 to 4 days a week</p> <p>04 2 days a week</p> <p>05 1 day a week</p> <p>06 2-3 days a month</p> <p>07 1 day a month</p> <p>08 3-11 days in the past 12 months</p> <p>09 1-2 days in the past 12 months</p> <p>10 Never</p> <p>88 Refused</p> <p>99 Don't know</p>	
479a	DI08348	<p><b>Ask all.</b></p> <p><i>Select all that apply. (Programmer: program as checklist)</i></p> <p>Have you ever been a victim of an ethnically motivated attack (verbal or physical abuse to the person or property) in New Zealand? If so, was it within the past 12 months, or earlier than that?</p> <p>Yes, verbal - within the past 12 months.</p> <p>1 Yes</p> <p>2 No</p> <p>8 Refused</p> <p>9 Don't know</p>	JB: Do we need a brief pre-amble here? It comes a bit out of the blue.
479b	DI08351	Yes, verbal - more than 12 months ago.	
479c	DI08352	Yes, physical - within the past 12 months.	
479d	DI08353	Yes, physical - more than 12 months ago.	
480a	DI08349	<p><b>Ask all.</b></p> <p><i>Select all that apply. (Programmer: program as checklist)</i></p> <p>Have you ever been treated unfairly (for example, kept waiting or treated differently) by a health professional (that is, a doctor, nurse, dentist, etc.) in New Zealand because of your ethnicity?</p> <p>Yes, within the past 12 months.</p> <p>1 Yes</p> <p>2 No</p> <p>8 Refused</p>	<b>ACTION:</b> AW to confirm if any racism Qs are missing.

Q#	VarName	NZL4	Comment
		9 Don't know	
480b	DI08350	Yes, more than 12 months ago.	
481	TK08555	<b>Ask if DE644v=1 or 3.</b> Thinking about your life as a whole, how important is it for you to be involved in things to do with Māori culture? 1 Very important 2 Quite important 3 Somewhat important 4 A little important 5 Not at all important 8 Refused 9 Don't know	
482	TK08556	<b>Ask if DE644v=2 or 3.</b> Thinking about your life as a whole, how important is it for you to be involved in things to do with Pacific culture? 1 Very important 2 Quite important 3 Somewhat important 4 A little important 5 Not at all important 8 Refused 9 Don't know	
483a	NO08161	<b>Ask all.</b> <i>(Programmer: program as grid.)</i> The next questions are about whether you have trust in various institutions in New Zealand.  Using a scale of 0 (Can NEVER be trusted) to 10 (Can ALWAYS be trusted) how much do you think you can trust . . . the health system to treat people fairly? 00 Can NEVER be trusted 01 [PROGRAMMER: leave blank – only show number] 02 [PROGRAMMER: leave blank – only show number] 03 [PROGRAMMER: leave blank – only show number] 04 [PROGRAMMER: leave blank – only show number] 05 [PROGRAMMER: leave blank – only show number] 06 [PROGRAMMER: leave blank – only show number] 07 [PROGRAMMER: leave blank – only show number]	

Q#	VarName	NZL4	Comment
		08 [PROGRAMMER: leave blank – only show number] 09 [PROGRAMMER: leave blank – only show number] 10 Can ALWAYS be trusted 88 Refused 99 Don't know	
483b	NO08162	the education system to treat people fairly?	
483c	NO08163	the system of government to treat people fairly?	
483d	NO08164	the police to treat people fairly?	
483e	NO08165	the courts to treat people fairly?	
483f	NO08166	the media to treat people fairly?	
484	PR08101	<b>Ask all.</b> Now we'd like to ask you some questions about your health. In general, how would you describe your health? 1 Poor 2 Fair 3 Good 4 Very good 5 Excellent 8 Refused 9 Don't know	
485a	DI08551	<b>Ask all.</b> <i>(Programmer: program as grid.)</i> The next questions are about how you have been feeling lately.  During the past 4 weeks, how often did you feel . . . Nervous? 1 All of the time 2 Most of the time 3 Some of the time 4 A little of the time 5 None of the time 8 Refused 9 Don't know	
485b	DI08553	Hopeless?	
485c	DI08554	Restless or fidgety?	
485d	DI08558	So depressed that nothing could cheer you up?	
485e	DI08557	That everything was an effort?	

Q#	VarName	NZL4	Comment
485f	DI08559	Worthless?	
486a	DI08565	<b>Ask all.</b> <i>(Programmer: program as grid.)</i> For each of the 5 statements below, indicate how you have been feeling over just the LAST 2 WEEKS. Over the last 2 weeks . . . I have felt cheerful and in good spirits. 1 All of the time 2 Most of the time 3 More than half of the time 4 Less than half of the time 5 Some of the time 6 At no time 8 Refused 9 Don't know	
486b	DI08566	Over the last 2 weeks . . . I have felt calm and relaxed.	
486c	DI08567	Over the last 2 weeks . . . I have felt active and vigorous.	
486d	DI08568	Over the last 2 weeks . . . I woke up feeling fresh and rested.	
486e	DI08569	Over the last 2 weeks . . . My daily life has been filled with things that interest me.	
487	DI08505	<b>Ask all.</b> In the last 12 months, have you been told by a doctor or other health care provider that you have depression? 1 Yes 2 No 8 Refused 9 Don't know	
488	DI08506	<b>Ask all.</b> At any time in the last 12 months, did you receive professional treatment for depression from a doctor or other health care provider? 1 Yes 2 No 8 Refused 9 Don't know	
		DEMOGRAPHICS	
489	demogr	<b>Ask all.</b> You are nearly finished. Just two short sections to go. First, we need to ask a few questions for statistical purposes.	

Q#	VarName	NZL4	Comment
385a	DE08755	<b>Ask all.</b> Which of the following best describes who owns the home where you live? (Note: 'we' refers to you and/or your partner/spouse) 1 I or we own the home 2 I or we rent the home from Housing New Zealand (the government) or the local council 3 I or we rent the home from a private owner or trust 4 I or we pay board to the home owners who also live there 5 I or we are living in a friend's, parents' or relative's home 6 Other (specify) 8 Refused 9 Don't know	JB: Suggest changing 'live there' to 'live here' for option 4.
385b	DE08755o	<b>Ask if DE755=6.</b> Specify other ownership situation.	
490	DE08211	<b>Ask all.</b> What is the total income that your HOUSEHOLD got from all sources, before tax or anything was taken out of it, in the last 12 months? 01 Loss 02 Zero income 03 \$1 – \$20,000 (i.e. after-tax weekly income of up to \$335) 04 \$20,001 – \$30,000 (i.e. after-tax weekly income of \$336 to \$493) 05 \$30,001 – \$50,000 (i.e. after-tax weekly income of \$494 to \$805) 06 \$50,001 – \$70,000 (i.e. after-tax weekly income of \$806 to \$1,074) 07 \$70,001 – \$100,000 (i.e. after-tax weekly income of \$1,075 to \$1,459) 08 \$100,001 or more (i.e. after-tax weekly income of \$1,460 or more) 88 Refused 99 Don't know	
491	DE08220	<b>Ask all.</b> In the last 30 days, because of a shortage of money, were you unable to pay any important bills on time, such as electricity, telephone or rent bills? 1 Yes 2 No 8 Refused 9 Don't know	
492	DE08217	<b>Ask all.</b> How would you describe your family's financial situation? 1 Not meeting basic expenses 2 Just meeting basic expenses 3 Meeting needs with a little left over	<b>ACTION:</b> NZL + UW--Look into alternative question about change in financial circumstances in the last year [note: no such question in SDI]

Q#	VarName	NZL4	Comment
		4 Living comfortably 8 Refused 9 Don't know	RE mar 14 – does anyone know where we should look for alternative Qs to this one? JB: The original rationale for including this was as a SES measure for young adults, for whom home ownership, income & completed educational quals may be less relevant measures. I agree with including a question about CHANGE in financial circumstances (it would be good to see how it relates to quit success), but I think it should be additional to rather than instead of this one. Sorry I don't know any existing Qs about change in financial circumstances. (Could check NZ Household economic survey).
493a	NO08168	The next questions are about anything you have done to save money  To keep costs down in the last 12 months have you . . . gone without fresh fruit and vegetables? 1 Not at all 2 A little 3 A lot 8 Refused 9 Don't know	<b>ACTION:</b> NZL — would you want to change the intro or the question to make them match? (see AQ comment below- 17Jan) 17 Jan 2022. AQ: S9(2)(a) NZL, I would rephrase as suggested below. You would want to use the same term "to save money" as in the intro of these series of Qs:  In the last 12 months, to save money, have you.....  JB: I suggest 'to keep costs down' or 'to make ends meet' for both (rather than to 'save money' which generally means to put money aside).
493b	NO08169	postponed or put off visits to the doctor?	
493c	NO08170	done without, or cut back on trips to the shops or other local places?	
493d	NO08171	put up with feeling cold?	

Q#	VarName	NZL4	Comment
493e	NO08172	cut down on the amount you smoke?	
494	NO08173	How many bedrooms does your house/apartment have? Include any sleepouts furnished as bedrooms in the total.  8 Refused 9 Don't know	
495	NO08174	Including yourself, how many people usually live in your household?  8 Refused 9 Don't know	
496	NO08175	In winter, is your house or flat colder than you would like? 1 Yes – always 2 Yes – often 3 Yes – sometimes 4 No 5 I have not spent a winter living in this house or flat 8 Refused 9 Don't know	
497	NO08176	How would you describe the condition of your dwelling? Is it . . . 1 Excellent – No immediate repair and maintenance needed 2 Good – Minor maintenance needed 3 Average – Some repair and maintenance needed 4 Poor – Immediate repair and maintenance needed 5 Very poor – Extensive and immediate repair and maintenance needed 8 Refused 9 Don't know	
498a	DE08311	<b>Ask all.</b> What is your highest completed education qualification? 1 None 2 Primary or secondary school (National Certificate level 1-4 or any other secondary school qualification gained in New Zealand or overseas) 3 Trade School (Trade Certificate/Diploma or Certificate level 5/Advanced Trade Certificate) 4 Community College (Diploma or Certificate level 6/Teachers Certificate / Diploma/Nursing Diploma) 5 Completed university degree (i.e., Bachelor/Bachelor Hons) 6 Postgraduate degree (Postgraduate Certificate or Diploma / Masters Degree/PhD)	



Q#	VarName	NZL4	Comment
		7 Other completed education qualification (specify) 8 Refused 9 Don't know	
498b	DE08311o	<b>Ask if DE311=7.</b> What other level of education?	
499a	DE08231	<b>Ask all.</b> Which of these statements best describes your CURRENT work situation: 01 Business or company owner 02 Working full time as paid employee, apprentice or self-employed 03 Working part time as paid employee, apprentice or self-employed 04 Full time student or training 05 Part time student or training 06 Not in paid work, training or studying, and looking for a job 07 Not in paid work, training or studying, and not looking for a job (for any reason, such as being retired, a homemaker or caregiver) 08 Other (specify) 88 Refused 99 Don't know	NM_24Feb: <b>ACTION for NZL:</b> follow-up if DE231=4 or 5 or select all that apply?  RE Mar 14 – I think it would be OK to allow multiple response options if more than one apply.  JB: Agree. Might be good to highlight FULL TIME and PART TIME, and NOT in option 07 to highlight differences between similar responses.
499b	DE08231o	<b>Ask if DE231=08.</b> Specify other work situation.	
500	DE08811	<b>Ask all.</b> Are there any children under the age of 18 currently living in your household? 1 Yes 2 No 8 Refused 9 Don't know	
<b>CORONAVIRUS OUTBREAK</b>			
	HGCOVID	<b>Ask all.</b> This is the final section of questions. It is about the coronavirus (COVID-19) pandemic and includes a maximum of six questions.	<b>ACTION:</b> NZL to review and consider what they want from this series.
	CV08106	<b>Ask if FR309v=1-6.</b> Has the coronavirus pandemic made you think about quitting smoking in the last 12 months? 1 Yes 2 No 8 Refused 9 Don't know	RE Mar 14 – I think it may be best if we ask about the last 12 months for these Qs.

Q#	VarName	NZL4	Comment
	CV08107	<b>Ask if FR309v=1-6.</b> <i>Select only one.</i> What effect has the coronavirus outbreak had on your smoking during the last 12 months? 1 Because of it, I quit smoking. 2 Because of it, I'm smoking less. 3 Because of it, I'm smoking more. 4 It has had no effect at all on my smoking. 8 Refused 9 Don't know	
	CV08013	<b>Ask if CV107=1 and EC309v=1-5.</b> Did you switch to vaping? 1 Yes 2 No 8 Refused 9 Don't know	JB: Low priority?
	CV08116	<b>Ask if EC309v=1-5.</b> Has the coronavirus made you think about quitting vaping in the last 12 months? 1 Yes 2 No 8 Refused 9 Don't know	JB: Low priority?
	CV08117	<b>Ask if EC309v=1-5.</b> <i>Select only one.</i> What effect has the coronavirus outbreak had on your vaping over the last 12 months? 1 Because of it, I quit vaping. 2 Because of it, I'm vaping less. 3 Because of it, I'm vaping more. 4 It has had no effect at all on my vaping. 8 Refused 9 Don't know	JB: Low priority?
	CV08016	<b>Ask if CV117=1 and FR309v=1-6.</b> Did you switch back to smoking? 1 Yes 2 No 8 Refused 9 Don't know	JB: Low priority?

Q#	VarName	NZL4	Comment
		SURVEY CLOSING	
501	AI08506	<p><b>Ask all.</b></p> <p>This is the end of the main questions. Thank you very much for your help with this important survey. YOUR ANSWERS HAVE NOW BEEN SAVED FOR USE IN OUR UPCOMING ANALYSIS.</p> <p><b>Rsource=2:</b> BUT PLEASE DON'T LEAVE YET! We want to confirm your address so that we can re-invite you for a brief follow-up survey in around 6-10 months. We will also use your address to identify the locality where you live for use in our analysis.</p> <p><b>RSource=3 or 1:</b> BUT PLEASE DON'T LEAVE YET! We want to confirm your address so that we can mail your \$25 Pak'nSave voucher and re-invite you for a brief follow-up survey in around 6-10 months. We will also use your address to identify the locality where you live for use in our analysis.</p>	
502	AI08507	<p><b>Ask all.</b></p> <p><b>RSource=1 or 3:</b> To make sure that you receive the \$25 Pak'nSave voucher, can we confirm your contact information with you?</p> <p><b>Rsource=2:</b> As our goal is to repeat this survey a few times with the same respondents, we would like to contact you again next time we conduct this survey. To make sure that we can reach you at that time, can you provide us with your contact information?</p> <ul style="list-style-type: none"> <li>1 Yes</li> <li>2 No</li> <li>8 Refused</li> <li>9 Don't know</li> </ul> <p><i>Please note that all the information you provide is treated as strictly confidential and will not be provided to anyone outside this project. Any identifying information about you, such as name and address, will be removed from the data so that your answers cannot be linked back to you.</i></p> <p><b>If response=1 and (Rtype=C), go to AI500.</b></p> <p><b>If response=1 and (Rtype=P), go to AI499.</b></p> <p><b>If response=2, 8 or 9 and (Rsource=1 or 3), go to BI540.</b></p> <p><b>If response=2, 8 or 9 and (Rsource=2), go to BI541.</b></p>	
503	BI08540	<b>Ask if (AI507=2, 8 or 9) and (Rsource=3 or 1).</b>	

Q#	VarName	NZL4	Comment
		<p><b>Rsource=1:</b> We will use the information that we have on file to send you your voucher. If your contact information has changed, you can email [email address for survey help] to provide your updated information. Would you prefer to confirm your contact information right now?</p> <p><b>Rsource=3:</b> We respect your decision not to provide us with your contact details, but this does mean we will not be able to send you your \$25 Pak'nSave voucher. Would you like to provide your contact details so you can get your voucher?</p> <p>1 Yes 2 No</p> <p><b>If Rsource=1 and response=1, go to AI500.</b>  <b>If Rsource=1 and response=2, go to AI521.</b>  <b>If Rsource=3 and response=1, go to AI499.</b>  <b>If Rsource=3 and response=2, go to BI541.</b></p>	
504	BI08541	<p><b>Ask if (BI540=2 and Rsource=3) or (AI507=2, 8 or 9 and Rsource=2).</b>  We respect your decision not to provide us with your contact details. We will contact you by e-mail about future surveys, to see if you would like to take part.  <b>Go to AI522.</b></p>	
505	AI08500	<p><b>Ask if (AI507=1 and Rtype=C) or (BI540=1 and Rtype=C).</b>  <b>Program to populate fields with data on file.</b>  This is the contact information you last provided to us. Is this information still correct?</p> <p>FIRST NAME: _____  LAST NAME: _____  ADDRESS 1: _____  ADDRESS 2: _____  ADDRESS 3: _____  TOWN/CITY: _____  REGION: _____  POST CODE: _____  PHONE NUMBER: _____</p> <p>1 Yes 2 No</p> <p><b>If response=1, go to AI521.</b>  <b>If response=2, go to AI499.</b></p>	
506	AI08499	<p><b>Ask if (AI507=1 and Rtype=P) or (BI540=1 and Rtype=P) or AI500=2.</b>  Please enter your contact information below. All fields are required.</p>	

Q#	VarName	NZL4	Comment
		FIRST NAME: _____ LAST NAME: _____ ADDRESS: _____ TOWN/CITY: _____ REGION: _____ POST CODE: _____ PHONE NUMBER: _____	
507	AI08521	<p><b>Ask if (Rtype=C and an alternate contact person is on file from AI522b@LSD).</b></p> <p>We have also found it helpful when recontacting people after about a year to have the name and phone number of someone not living with you, such as a close friend or a relative, who can help us in case we are having trouble contacting you.</p> <p>The last time you participated in the survey, you provided [alternate contact's name] and their phone number – [alternate contact's phone number]. Is this still the best contact person and phone number?</p> <p>1 Yes 2 No - Have new person -or- contact person info has changed 3 Refused</p> <p><b>If response=2, go to AI522b.</b> <b>If response=1 or 3, go to BI542.</b></p>	
508a	AI08522	<p><b>Ask if Rtype=P or (Rtype=C and an alternate contact person is NOT on file from AI522b@LSD).</b></p> <p>We have found it helpful when recontacting people after about a year to have the name and phone number of someone not living with you, such as a close friend or a relative, who can help us in case we are having trouble contacting you. Could you please provide the name and phone number of that person?</p> <p>1 Yes 2 No</p> <p><b>If response=2, go to BI542.</b></p>	
508b	AI08522b	<p><b>Ask if AI521=2 or AI522=1.</b></p> <p>FIRST NAME: _____            LAST NAME: _____            PHONE NUMBER: _____</p>	
509	BI08542	<p><b>Ask all.</b></p> <p>Do you want to receive email alerts about findings from the study, when they become available? (You can unsubscribe from alerts at any time.)</p> <p>1 Yes</p>	

Q#	VarName	NZL4	Comment
510	NO08181	<p>2 No</p> <p>Thank you very much for agreeing to participate in this survey. In the future, we may conduct related health studies. May we contact you in the future about taking part in another study? Saying yes to this question won't commit you to taking part in further research, it just means that we can contact you to ask.</p> <p>1 Yes, you can contact me again in the future about taking part in other studies.</p> <p>2 No, do not contact me about taking part in other studies.</p>	<p><b>ACTION:</b> review wording. Take MoH out. ---done, but NZL should review wording as well.</p> <p>25Feb: BUT consider the example provided by S9(2)(a) (I just found the comment bubble in which it was).</p> <p>An example, this is the question series asked in the NZ Health survey</p> <p><b>A6.04</b> I would now like to ask if you would be happy to be contacted within the next two years about the possibility of answering other health questions of importance to the Ministry of Health? Saying yes to this question won't commit you to taking part in any further research, it just means we can contact you to ask.</p> <p>1 Yes, you can contact me and ask if I want to help again</p> <p>2 No, don't contact me to help again [go to Data linkage introduction before A6.08]</p>

Q#	VarName	NZL4	Comment
			<p>A6.05 To recontact you for other health questions of importance to the Ministry of Health, can we use the same phone number and email address you provided before?</p> <p>Yes [go to name and address A6.07]</p> <p>No</p> <p>A6.06 Is there another phone number and email address we can use to recontact you?</p> <p>Yes [record phone number/s and email address]</p> <p>No</p>
511	AI08535	<p><b>Ask all.</b></p> <p>Please remember to CLICK THE 'SUBMIT' BUTTON BELOW before closing your browser so that we can more quickly provide you with [compensation] for taking part in the survey.</p> <p>Thank you very much for taking part in this very important research! Our next survey will be a much shorter survey in about 6-10 months time, and WE HOPE WE CAN LOOK FORWARD TO YOUR PARTICIPATION AT THAT TIME.</p> <p>[End of survey]</p>	<p><b>ACTION:</b> NZL to confirm if there will be a wave 4.5.</p>



Q#	VarName	NZL4	Comment
		TERMINATION SCRIPTS	
512	BI08901	Thank you for your time and assistance, those are all our questions. Kia ora. <b>Terminate.</b>	
513	BI08904	Without an answer to this question, we don't know which parts of the survey would be relevant to you. That means we can't continue the survey. If you would like to provide an answer, press the '<<<' (previous) button. Otherwise, thank you for your time. <b>Terminate.</b>	
514	BI08913	Thank you for your time. Unfortunately, you are not a part of the target group for this study. <b>Terminate.</b>	
515	BI08908	Thank you for your time. Unfortunately, we require you to provide an email address if you want to take part in this study. <b>Terminate.</b>	
516	BI08930	Thank you for your time and assistance, but our survey is for adults aged 18 or older. <b>Terminate.</b>	
517	BI08933	Thank you for your time, but we have now filled our quota for your age group. <b>Terminate.</b>	
518	BI08949	<b>Ask if relevant quotas for specific sample/ survey firm are full.</b> We are sorry, but our survey requires a certain number of respondents from each [gender,/ age group,/ ethnic background,/ smoking status,/ and area of your country]. We already have enough respondents matching your characteristics. Thank you for your interest.  <b>If Rsource=2:</b> Please click <a href="#">HERE</a> [program to show sample-specific website URL] to go back to your panel website. <b>Terminate.</b>	