



Headquarters  
New Zealand Defence Force  
Defence House  
Private Bag 39997  
Wellington Mail Centre  
Lower Hutt 5045  
New Zealand

OIA-2023-4687

28<sup>th</sup> April 2023

██████████  
[requests@taxpayers.org.nz](mailto:requests@taxpayers.org.nz)

Dear ██████████

I refer to your email of 4 April 2023 requesting, under the Official Information Act 1982 (OIA), information about New Zealand Defence Force (NZDF) accreditation as a Rainbow Tick employer.

*This is a request for official information under the Official Information Act 1982 relating to accreditations that the force has received.*

*We request information that answers the following questions:*

- How long has the force been affiliated with or accredited as a 'Rainbow Tick' employer?*
- What are the costs that are involved with maintaining this certification?*
- What were the upfront costs for becoming accredited?*
- Please provide copy of any contracts signed any other applicable conditions or criteria your agency must abide by as part of accreditation.*

The NZDF has held Rainbow Tick accreditation since 2019. There were no 'up-front' costs to join the Rainbow Tick programme. For the 2018/19 financial year, the programme fee was \$10,000. Subsequently, the fee has been \$12,000 per annum and has been paid to 30 June 2023.

Enclosed is a copy of the agreement between Rainbow Tick and the NZDF that was signed in November 2020. Redactions have been made in accordance with section 9(2)(a) of the OIA to protect the privacy of individuals. The contract was renewed for one year in 2022 for one year to 30 June 2023 under the same conditions.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Responses to official information requests are proactively released where possible. This response to your request will be published shortly on the NZDF website, with your personal information removed.

Yours sincerely

**AJ WOODS**  
Air Commodore  
Chief of Staff HQNZDF

**Enclosure:**

1. Signed agreement between Rainbow Tick and NZDF, November 2020

## RAINBOW TICK TRAINING AND EVALUATION AGREEMENT



## 1. Main Terms of Agreement

Our name and address:	RAINBOW TICK Kāhui Tū Kaha Limited Level 1, 650 Great South Road, Greenlane, Auckland PO Box 74270, Greenlane 1051	
Your name and address:	New Zealand Defence Force Defence House 34 Bowen St Thorndon Wellington	
Rainbow Tick Programme:	Two Year Programme	
FTE Number		
Commencement Date:	July 1 2019	
Completion Date:	July 1 2021	
Programme Fee:	Per annum \$ 12,000 (+GST)	
Our representative:	Julie Watson Programme Manager Rainbow Tick Mobile: s.9(2)(a) Phone: s.9(2)(a)	
Client Representative	Name: Dean Pascoe Email: s.9(2)(a) Ph:s.9(2)(a)	

## 2. Definitions

- 2.1 In this Agreement, except where stated otherwise, the following words shall have the following meanings:
- (a) **Client Representative** means the person appointed by you as your principal point of contact with authority to give us instructions and is the person stated in 1.0;
  - (b) **Format Rights** means the format and unique know-how acquired and associated with the formulation of the Rainbow Training;
  - (c) **Rainbow Tick** means the trade mark registered at the Intellectual Property Office of New Zealand under number 973581 and includes any derivations of that trade mark;
  - (d) **LGBTTI** means Lesbian, Gay, Bisexual, Transgender, Takatāpui, Intersex, and other diverse people of gender and sexuality. Rainbow is an umbrella term for this group;

- (e) ***Our Representative*** means the person appointed by us as our principal point of contact for the purposes of this Agreement and the delivery of the Rainbow Programme;
- (f) ***Programme Fee*** means the fee payable to us by you for delivery of the Rainbow Tick Programme;
- (g) ***Rainbow Tick Evaluation*** means the evaluation conducted by us to assess whether your organisation meets the Rainbow Tick Standard;
- (h) ***Rainbow Tick Evaluation Report*** means the written report prepared by us in which we measure your organisation against the Rainbow Tick Standard and provide recommendations as to how your organisation can meet the Rainbow Tick Standard;
- (i) ***Rainbow Tick Standard*** means the criteria developed by us against which we measure whether an organisation provides a safe and inclusive place for people of diverse gender identity and sexual orientation;
- (j) ***Rainbow Tick Certification*** means the certification provided by us once you have met the Rainbow Tick Standard;
- (k) ***Rainbow Tick Programme*** means the two or four-year Rainbow Tick Programme chosen by you which includes the components outlined in 2.4;
- (l) ***Rainbow Tick Resources*** means all material (whether capable of written, audio or visual representation) which are used by us or supplied by us as part of the Rainbow Tick Training;
- (m) ***Rainbow Tick Training*** means the training and consultancy component of the Rainbow Tick Programme.

2.2 References to “us” or “we” in this Agreement shall be references to Kāhui Tū Kaha Limited. Reference to “you” or “your” shall be references to you, the legal entity stated in clause 1.0.

### **3. About the Rainbow Tick Programme**

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2.3 We have developed a programme that certifies an organisation is a safe and inclusive place for people of diverse gender identity and sexual orientation.

2.4 The Rainbow Tick Programme includes:

2.4.1 A two-yearly evaluation (“the Rainbow Tick Evaluation”) to assess an organisation’s level of LGBTTI inclusion in the following areas:

2.4.1.1 Policy implementation;

2.4.1.2 Staff training;

2.4.1.3 Staff engagement and organisational support;

2.4.1.4 External engagement;

2.4.1.5 Monitoring.

2.4.2 The preparation of a written report outlining the results of the Evaluation and including recommendations for implementation;

2.4.3 Sixteen hours of direct training per annum in agreed time periods;



- 2.4.4 Sixteen hours of consultancy support per annum;
  - 2.4.5 The supply of Rainbow Tick Resources;
  - 2.4.6 Subject to the satisfactory completion of the Rainbow Tick Programme, Rainbow Tick Certification.
- 2.5 You may elect to participate in a Rainbow Tick Programme either on a two-year basis or a four-year basis, and the basis upon which you have chosen to participate is stated in clause 1.0.

#### **4. Your Obligations as a Rainbow Tick Programme Participant**

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- 4.1 As part of your participation in the Rainbow Tick Programme you shall:
- 4.1.1 Actively participate in the Rainbow Tick Programme;
  - 4.1.2 Appoint a Client Representative to act as principal point of contact between us;
  - 4.1.3 Ensure Our Representative has reasonable access to your organisation's policies and designated staff;
  - 4.1.4 Provide access to training facilities for the delivery of the Rainbow Tick Training;
  - 4.1.5 Use your reasonable endeavours to implement the recommendations of the Rainbow Tick Evaluation;
  - 4.1.6 Provide us with feedback (positive or negative) concerning the Rainbow Tick Programme.

#### **5. Certification as Rainbow Tick Accredited**

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- 5.1 Upon completion of the Rainbow Tick Training, we shall review your progress on any corrective actions from the Rainbow Tick Evaluation in order to measure you against the Rainbow Tick Standard.
- 5.2 Where we determine that you have met the Rainbow Tick Standard, you shall be awarded Rainbow Tick Certification.
- 5.3 Where we determine that you have not met the Rainbow Tick Standard, we shall provide you with written recommendations as to how you can achieve Rainbow Tick Certification.
- 5.4 Your Rainbow Tick Certification shall last for the term of this Agreement, subject to you continuing to meet the Rainbow Tick Standard.

#### **6. Commencement and Termination**

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- 6.1 This Agreement shall commence on the Commencement Date and shall continue for the time period stated in 1.0 unless terminated earlier in accordance with this Agreement.
- 6.2 The Rainbow Tick Programme shall commence within 3 months of the Commencement Date.

- 6.3 Either party may terminate this Agreement by immediate notice to the other party if they are in breach of this Agreement and, where the breach is capable of remedy, has failed to remedy it within a reasonable time specified in a notice to the other party requiring its remedy (but in no event less than 10 or greater than 15 days).
- 6.4 Termination will not affect the rights and liabilities of the parties in relation to any matter arising prior to termination, and the obligations under clauses 10 and 15 shall survive termination.

## **7. Programme Payment**

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- 7.1 We shall provide you with an invoice following the Commencement Date and payment will be due within 20 days of the date of the invoice.
- 7.2 We reserve the right to charge for disbursements for travel and accommodation. These must be agreed upon in advance.
- 7.3 We shall not be liable to refund all or part of the Programme Fee in the event that the training hours or consultancy hours are not used in any one year.
- 7.4 Upon payment of the Programme Fee, Kāhui Tū Kaha shall deliver the Rainbow Tick Programme into your organisation.

## **8. Mutual Promises**

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- 8.1 We agree that we will deliver the Rainbow Tick Programme to a standard commensurate with industry expectations.
- 8.2 We shall use our reasonable endeavours to ensure your completion of the Rainbow Tick Programme.
- 8.3 We make no guarantees that by participating in the Rainbow Tick Programme:
- (a) You will achieve Rainbow Tick Certification;
  - (b) You will achieve a certain level of employee attraction or retention;
  - (c) You will be immune to any allegations of discrimination or unjustified treatment in the workplace.

## RAINBOW TICK TRAINING AND EVALUATION AGREEMENT



### 9. Intellectual Property Ownership

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- 9.1 You:
- 9.1.1 Acknowledge that we are the owner of the Intellectual Property and nothing in this Agreement shall transfer ownership to you;
  - 9.1.2 Shall not during this Agreement or at any future time register or use any of the Intellectual Property in your own name as proprietor;
  - 9.1.3 Recognise our title to the Intellectual Property and shall not claim any right, title or interest in the Intellectual Property or any part of it except where granted by this Agreement.
- 9.2 The Rainbow Resources are provided to you in order to assist you to create a workplace that is a safe and inclusive place for people of diverse gender identity and sexual orientation. You shall use the Rainbow Resources only for the purposes for which they were provided and not provide, directly or indirectly, the Rainbow Resources to any third party except with our prior written consent.
- 9.3 Upon being awarded Rainbow Tick Certification in accordance with clauses 5.2 and 5.4 we will grant you a royalty free licence to use the Rainbow Tick in the following manner:
- 9.3.1 In conjunction with any job advertising carried out by you;
  - 9.3.2 As part of any organisational or business promotion intended to promote your workplace as a safe and inclusive place for people of diverse gender identity and sexual orientation.
- 9.4 Your use of the Rainbow Tick is subject to the following conditions:
- 9.4.1 The Rainbow Tick shall not be adapted or modified except with our consent;
  - 9.4.2 You agree to cease using the Rainbow Tick for any particular purpose where we consider in our sole discretion that the use of the Rainbow Tick is inappropriate or brings the Rainbow Tick into disrepute;
  - 9.4.3 You shall not assign the benefit of Rainbow Tick Certification or grant any sub-licences except with our express written consent;
  - 9.4.4 You shall immediately cease using the Rainbow Tick upon the expiration of the licence granted under clause 5.2.
- 9.5 Upon completion of a Rainbow Tick Evaluation Report and payment of the Programme Fee, we agree to transfer the copyright in that report to you subject to your agreement to permit us to use the data comprised in the Rainbow Tick Evaluation Report for research, analysis, and marketing purposes providing that we do not identify any individuals or you in such research, analysis, or marketing except with your express consent.

## **10. Confidentiality and Privacy**

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- 10.1 This Agreement and any discussions leading to the execution of this Agreement shall remain confidential between us.
- 10.2 We acknowledge that you are a commercial concern. Except as required by law, we will treat as confidential all information which comes into our possession pursuant to or as a result of, or in the performance of this Agreement, whether such information relates to your internal policies or otherwise, we will not, without your prior written permission, disclose any such information.
- 10.3 If we collect personal information about people employed by you, we will collect and hold that information in accordance with the Privacy Act 1993.

## **11. Amendments to this Agreement**

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- 11.1 No amendment or waiver of any provision of this Agreement shall in any event be of any effect, unless it is in writing, signed by both of us or, in the case of a waiver, by the party giving it.

## **12. Entire Agreement**

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- 12.1 This Agreement comprises the entire agreement between us; it supersedes any previous agreements and negotiations relating to your provision of services to us, and no other terms and conditions, express or implied, shall form part of the Agreement.

## **13. No Assignment**

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- 13.1 You may not sell, transfer, assign or sub-contract all or any part of your interests or obligations under this Agreement.

## **14. Dispute Resolution**

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- 14.1 We acknowledge our intention that all questions or differences which may arise between us concerning this Agreement, its subject matter or interpretation, will be resolved amicably by negotiation.
- 14.2 Where any question or difference is not resolved, either of us may require the dispute to be referred to mediation by giving notice to the other party setting out the nature of the mediation.

14.3 We shall agree on the appointment of a mediator, but in the absence of agreement a mediator shall be appointed by AMINZ.

14.4 The costs of the mediation other than the parties' legal costs will be borne equally by the parties, who will be jointly and severally liable to the mediator in respect of the mediator's fees.

## 15. Reputation

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15.1 Neither party shall at any time take any steps to bring the reputation or good standing of the other party to this Agreement into disrepute.

**SIGNED BY: Barbara Browne (CEO)**  
On behalf of Kāhui Tū Kaha Limited

**SIGNED BY: Dean Pascoe**  
On behalf of New Zealand Defence Force

s.9(2)(a)

Date: 7/1/20

s.9(2)(a)

Date: 17 Dec 19