



## AGREEMENT FOR FUNDING

Funding for The Royal New Zealand Society for the Prevention of Cruelty to Animals

Agreement/Grant number: 11871

### 1 The Parties

This Agreement is made on the 1st day of July 2010:

BETWEEN **HER MAJESTY THE QUEEN** in right of New Zealand, acting by and through the Minister for Agriculture (MAF);

AND **THE ROYAL NEW ZEALAND SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS INCORPORATED**, an incorporated society registered under the Incorporated Societies Act 1908, trading as the Royal New Zealand SPCA and having its registered offices at Level 1, 3047 Great North Road, New Lynn, Waitakere 0640 (**Grantee**).

### 2 Interpretation

2.1 The following definitions apply to this Agreement:

**Act** means the Animal Welfare Act 1999.

**Agreement** includes any and all Schedules and Annexes to this Agreement.

**Branch** means a member Branch of the RNZSPCA duly incorporated under the provisions of the Incorporated Societies Act 1908 as set out in the RNZSPCA Rules and **Branches** has a corresponding meaning.

**Certified Tax Invoice** means a tax invoice as defined in the Goods and Services Tax Act 1985.

**Confidential Information** means information that is either commercially sensitive and/or proprietary to a party and is identified as such by that party.

**Grant** means the annual payment to the Grantee set out in clause 5.1.

**Grantee** means the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated.

**Inspector** means a person appointed as an inspector under section 124(1) or section 124(2) of the Act.

**Inspectorate Workshops** means the activities specified in Appendix B in Schedule 1 for which MAF is contributing funding.

**Intellectual Property** means any intellectual property rights and interests (including common law rights and interests) including (without limitation):

- (a) patents, trademarks, trade names, service marks, registered designs and all goodwill rights associated with such works, copyright, circuit layouts, domain names, symbols and logos; and
- (b) tools, computer program code, data, inventions, discoveries, developments, trade secrets, information and logical sequences (whether or not reduced to writing or other machine or human readable form).

**MAF** means Her Majesty The Queen in right of New Zealand, acting by and through the Minister for Agriculture.

**Member Society** means a member society of the RNZSPCA duly incorporated under the provisions of the Incorporated Societies Act 1908 as set out in the RNZSPCA Rules (for example Wellington SPCA and Otago SPCA) and **Member Societies** has a corresponding meaning.

**Programme** means the activities specified in Schedule 1 for which MAF is contributing funding.

**Report** means any report required under clause 20 and Schedule 1 of this Agreement.

**SPCA Inspector** means a person appointed as an inspector under section 124(2) of the Act where the approved organisation is the RNZSPCA.

**Working Day** means a day on which registered banks are open for general banking business, other than a Saturday or Sunday, in Wellington, New Zealand.

### 3 The Programme

In consideration for MAF paying the Grantee the Grant, the Grantee will undertake the Programme on the terms and conditions set out in this Agreement.

### 4 Term

4.1 This Agreement commences on **1 July 2010**.

4.2 Unless earlier terminated or renewed in accordance with its terms, this Agreement will remain in force until **30 June 2011 (the Expiry Date)**.

4.3 Prior to the Expiry Date, MAF may choose to extend this Agreement for a further 2 years.

4.4 Any extension of this Agreement will be made by way of a variation under clause 17.

### 5 The Grant

- 5.1 During the term of this Agreement MAF will pay the Grantee \$325,000 (three hundred and twenty five thousand dollars) plus GST per annum, payable as set out in clause 6.
- 5.2 The annual Grant consists of two amounts:
- a) an amount of \$300,000 (three hundred thousand dollars) plus GST for the Programme; and
  - b) an amount of \$25,000 (twenty five thousand dollars) plus GST for the Inspectorate Workshops.
- 5.3 The Grant will be paid to the Grantee in accordance with clause 6 to a bank account held with a New Zealand registered bank and nominated by the Grantee in writing.
- 5.4 No part of the Grant, or any income (including any interest) received with respect thereto, shall be used for any purpose other than undertaking the Programme and the Inspectorate Workshops.

## 6 Payment

MAF will pay the Grant to the Grantee in accordance with section 4 of Schedule 1 of this Agreement.

## 7 Grantee's Undertaking

The Grantee will ensure that:

- (a) All its activities in relation to this Agreement comply with all relevant laws, codes and standards of New Zealand;
- (b) The Grant will be applied directly and exclusively to undertaking the Programme and the Inspectorate Workshops;
- (c) The Programme will be undertaken with due diligence, care and skill, and by appropriately trained, qualified, and experienced persons;
- (d) MAF is notified in the event of any material change in any senior or management personnel involved with or undertaking the Programme;
- (e) MAF is acknowledged as a source of funding in all publications and publicity regarding the Programme and the Inspectorate Workshops (the form and content of such acknowledgement may be specified by MAF);
- (f) The person responsible for the general management of the Programme is not also the person primarily responsible for the financial management of the Programme.

## 8 No Agency Relationship

Nothing contained in this Agreement will be construed so as to place the Parties in the relationship of partners, joint ventures, or principal and agent, or employer and employee and neither Party will have power to bind or obligate the other Party in any manner whatsoever.

## **9 Confidentiality**

9.1 Neither party will publicise, notify or disclose to any third party any matter relating to the terms or performance of this Agreement or any information which is Confidential Information except:

- (a) to professional advisers or officers, employees or agents directly concerned with the implementation or operation of this Agreement and for the purpose of performing this Agreement; or
- (b) as required by law (including, without limitation, the Official Information Act 1982); or
- (c) to the extent necessary to perform their respective obligations under this Agreement; or
- (d) with the prior written authority of the other party; or
- (e) information that subsequently becomes part of the public domain through no fault of the party receiving Confidential Information from the other party.

9.2 The obligations contained in this clause 9 shall survive the termination or expiration of this Agreement.

## **10 MAF Publicity**

MAF reserves the right to use information regarding the Programme for reasonable publicity purposes provided such use does not contravene clause 9.

## **11 Media Relations**

- 11.1 Neither Party shall comment to the media or any person on the terms or performance of this Agreement, without express written authorisation from the other Party.
- 11.2 If authorised to comment under clause 11.1 the relevant Party must obtain approval from the other Party for every comment before it is communicated to the media or any other person.
- 11.3 Each Party must refer any enquiries from the media or any person about the terms or performance of this Agreement to the relevant Contractual Liaison named in Schedule 2 of this Agreement.
- 11.4 If the relevant Contractual Liaison cannot be contacted, the Grantee shall contact the person holding the office of MAF Director of Communications and MAF shall contact the Chief Executive Officer of the Grantee.

## **12 Grantee Developed Intellectual Property**

- 12.1 Any Intellectual Property developed by the Grantee in undertaking the Programme (Grantee Developed IP), unless otherwise agreed in writing, will vest absolutely and exclusively in the Grantee on its creation in material form, subject to clause 12.2.
- 12.2 The Grantee grants to MAF a royalty-free non-exclusive licence to all Intellectual Property rights and interests in the Grantee Developed IP during the term of this Agreement.

## **13 Validation and Audit**

- 13.1 At any time, but subject to ten (10) Working Days written notice to the Grantee, MAF may take reasonable action to verify that the Grantee's performance in carrying out the Programme conforms to that reported by the Grantee under clause 20 (a 'Validation') provided that no more than two such audits may occur in any calendar year. The Grantee will, at its expense, allow access to appropriate staff to assist MAF (including its officers, employees and agents) in any Validation. MAF will pay all other costs associated with the Validation.
- 13.2 Where any Validation conducted under clause 13.1 identifies any material discrepancy between the details provided in any Report and the actual expenditure or work undertaken in relation to the Programme, MAF may require (acting reasonably at all times) an audit or audits to be conducted. The Grantee will, at its expense, allow access to appropriate staff to assist MAF (including its officers, employees and agents) in any such audit. MAF will pay all other costs associated with the audit.
- 13.3 MAF will advise the Grantee in writing of the scope and timing of any audit or audits required under clause 13.2.
- 13.4 MAF will promptly notify the Grantee of the results of any Validation or audit conducted under clause 13.1 or clause 13.2. Where any deficiencies are identified in such an audit, the Grantee will promptly take steps to remedy such deficiency. If the deficiency is not promptly rectified MAF will raise the matter with the Contractor as a Dispute and clause 18 will apply.
- 13.5 This clause 13 shall survive the expiry or termination of this Agreement by twelve (12) months.

## **14 Records**

- 14.1 The Grantee will keep such accounts and other records (including, without limitation, itemised expenditure records) as are reasonably necessary to allow prompt and accurate verification of any matter in relation to the Programme and Inspector Workshops, and in particular how payments from the Grant have been or will be used, bearing in mind the current capability and stage of systems development of the Grantee.
- 14.2 Subject to clause 9, all accounts and records required to be kept under this clause 14 must be made available to MAF on reasonable request for review, copying and use.

14.3 This clause 14 shall survive the expiry or termination of this Agreement by twelve (12) months.

## **15 Assignment and Sub-Contracting**

15.1 Except as provided under clause 15.2, the Grantee will not directly or indirectly assign any of its benefits or burdens under this Agreement or subcontract any of its obligations or responsibilities under this Agreement to any third party without the prior written approval of MAF.

15.5 MAF expressly consents to the Grantee sub-contracting its obligations or responsibilities under this Agreement to its Branches and/or Member Societies but this will not alter the Grantee's responsibility and liability to MAF under this Agreement, and for the avoidance of doubt the Grantee will remain primarily liable to MAF for all of its obligations under this Agreement.

## **16 Grantee's Indemnity and Liability**

16.1 Subject to clause 17.3, the Grantee will indemnify MAF (including its officers, employees and agents) for any and all direct damage, loss and/or cost suffered or incurred by MAF arising in connection with any breach of this Agreement by the Grantee.

16.2 The Grantee's total liability under this Agreement in respect of any single claim for breach of this Agreement resulting from a single act or omission, or related series of acts or omissions, is the amount actually paid by MAF to the Grantee under this Agreement in the twelve (12) months prior to the date of the Grantee's act or omission.

## **17 Variation**

This Agreement may be varied from time to time by the addition, removal or amendment of clauses, schedules and appendices as agreed by the parties, provided that such variation shall not be effective unless it is in writing and executed by the parties.

## **18 Disputes**

18.1 If any dispute arises between the parties on any matter arising out of this Agreement that cannot be settled by prior negotiation between the parties, that dispute will be referred to mediation. Either party may commence mediation, which shall be in Wellington, New Zealand, by giving written notice to the other party.

18.2 If the parties cannot agree on a mediator within ten (10) Working Days of one party giving notice to the other under clause 18.1 ('the Initiator'), the mediator will be selected by the Chair for the time being of LEADR New Zealand Inc (or his/her nominee), at the request of the Initiator. Costs of the mediator shall be shared equally between the Parties.

18.3 If the dispute cannot be resolved by mediation within two (2) months of referral to mediation, either party may refer the matter to arbitration for determination in accordance with the Arbitration Act 1996. Any arbitration that the parties are required to attend shall be in Wellington, New Zealand.

18.4 Pending settlement of the dispute, the parties will continue to perform their obligations under this Agreement as far as is practicable as if the dispute had not arisen, unless the subject matter of the dispute is the non-payment of the Grant, in which case the Grantee shall not be obliged to provide the Programme or the Inspectorate Workshops unless and until the Grant has been paid.

## 19 Termination and Effect of Termination

19.1 Either party may terminate or suspend this Agreement:

- (a) where the other party is in breach of this Agreement and that breach is not remedied to the non-defaulting party's reasonable satisfaction (acting reasonably at all times) within thirty (30) Working Days after notice has been received by the defaulting party; or
- (b) where the other party becomes insolvent, bankrupt, or goes into receivership or liquidation.

19.2 Where this Agreement is terminated under clause 19.1(a), MAF may, at its sole discretion, require the full or partial repayment of all monies paid by MAF to the Grantee under this Agreement.

19.3 Termination of this Agreement will be without prejudice to:

- (a) any other rights and remedies of the parties under this Agreement or otherwise provided by law; and
- (b) any claim for moneys payable as at the date of termination; and
- (c) any obligations of either party that have arisen under this Agreement prior to its termination.

19.4 On termination of this Agreement, MAF may (without limiting any of its other rights or remedies):

- (a) require the Grantee to provide evidence of how the Grant has been spent; and/or
- (b) require the Grantee to refund to MAF any of the Grant that has not been spent or committed by the Grantee. For the purposes of this clause, the Grant (in whole or in part) is committed where it has been provided or promised to a third party for the purpose of carrying out the Programme and the Grantee, after using reasonable endeavours, is unable to secure a refund or release from that promise (as the case may be).

19.5 If the Grant (in whole or part) has been misused or misappropriated by the Grantee, the Grantee must within ten (10) Working Days of the date of termination refund the Grant, together with interest at the rate of 5% per annum from the date the Grantee was paid the Grant to the date the Grantee returns the Grant.

- 19.6 The provisions of clauses 8,9,10, 11, 12, 13, 14, 15, 16, 18,19, 21 and 24 will remain in full force and effect following the expiry or termination of this Agreement

## **20 Reporting Requirements**

- 20.1 The Grantee agrees to meet its Reporting requirements as specified in section 3 of Schedule 1, except only to the extent it is unable to do so due to:

- (a) a Force Majeure Event (as defined in clause 22);
- (b) the Grantee acting on the express written instructions of MAF.

- 20.2 If the Grantee anticipates any delay (for any reason) in the achievement of any of its Reports it will give MAF written notice of the anticipated delay as soon as is reasonably practicable.

- 20.3 If any Reporting of the Grantee is, or will necessarily be, delayed other than as permitted under clause 20.1, then (without prejudice to any other right of or remedy available to MAF) MAF will raise the matter with the Contractor as a Dispute and clause 18 will apply.

## **21 Contact Persons and Notice**

- 21.1 The parties nominate the persons specified in Schedule 2 as their respective contact persons for this Agreement. All notices and general enquiries arising in relation to this Agreement will be addressed to the MAF Contractual Liaison or the Contractor's Contractual Liaison and may be provided or served by delivering the same personally or by prepaid post or by email or by facsimile transmission.

- 21.2 All Reports arising in relation to this Agreement, including the invoice associated with section 4 of Schedule 1, will be addressed to the MAF Technical Liaison and must be provided by delivering the same personally or by prepaid post or by email or by facsimile transmission.

- 21.3 Unless the contrary is shown, any notice, Report or the final invoice shall be deemed to have been given on the date when delivered personally, or on the date sent by facsimile transmissions or email if transmitted before 5:00 pm (or the next Working Day if transmitted after 5:00 pm). Any notice, Report or the final invoice sent by post will be deemed to be delivered on the second (2<sup>nd</sup>) Working Day following posting, providing the documents were accurately addressed.

## **22 Force Majeure**

- 22.1 Neither party will be liable for failure to fulfil its obligations under this Agreement if its performance is prevented due to a force majeure event, including an act of God, third party industrial action, riots, war, terrorism, epidemics, fire, communication line failures, power failures, earthquakes or other disasters (Force Majeure Event).

- 22.2 The exclusion of liability in this clause does not extend to strikes, lockouts or any other form of labour dispute or any other form of delay caused by contractual or labour relations between either party or any of its employees, agents, sub-contractors or suppliers.



22.3 Without limiting the above, neither party will be liable for failure to fulfil its obligations under this Agreement where, due to change in Executive Government policy or change in appropriation by Parliament, MAF is not able to pay the Grant to the Grantee.

22.4 The party seeking to exclude liability under clause 22.1 will:

- (a) within three (3) Working Days after the event causing the failure to fulfil its obligations, give written notice to the other party of the reasons for its failure and the effects of such failure; and
- (b) use all reasonable endeavours to avoid or remove the cause and perform its obligations under this Agreement.

22.5 If a Force Majeure Event continues for a period of three (3) months or longer, either Party may immediately terminate this Agreement by written notice to the other Party.

## 23 Waiver

No waiver of any rights or benefits arising under this Agreement is effective unless it is in writing and signed by the party waiving. A waiver of a breach does not prejudice the waiving party's rights in respect of any other breach. No delay, failure or forbearance by MAF to exercise (in whole or in part) any right, power or remedy under this Agreement shall operate as a waiver.

## 24 Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of New Zealand. Both parties submit to the jurisdiction of the New Zealand courts.

## 25 Contracts (Privity) Act 1982

Except as expressly provided in this Agreement, this Agreement will not and is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.

## 26 Entire Agreement

This Agreement forms the entire agreement between the parties.

## 27 Severability

If any part of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this Agreement.

## 28 Schedules

For the avoidance of doubt, the following Schedules (and Annexes) are deemed to form part of this Agreement.

29 Agreement

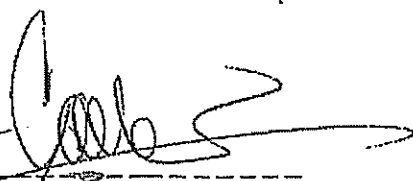
This Agreement is signed on the terms and conditions set out in this Agreement by MAF and the Grantee.

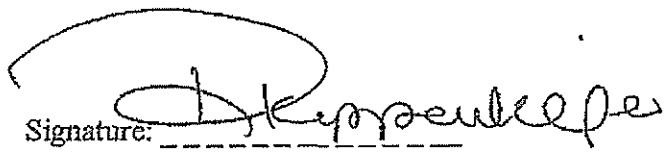
Signed for and on behalf of the  
Minister of Agriculture by

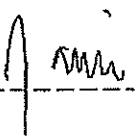
Signed for and on behalf of the  
Contractor by

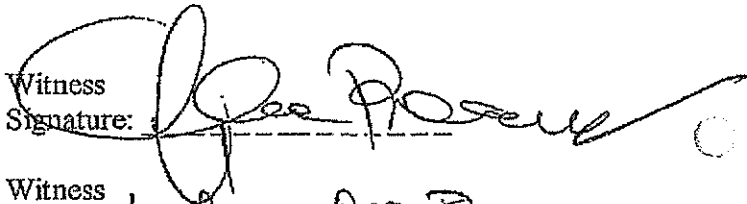
Name: GEOFF ALLEN  
Title: DIRECTOR (Compliance & Enforcement)  
(acting pursuant to an authorisation)

Name: Robyn J. Kippenberge  
Title: National CEO  
Royal New Zealand SPCA

Signature:   
Date: 18/4/11

Signature:   
Date: 28/3/2011

Witness  
Signature:   
Witness  
Name: Jamie Morris  
Title: Travel Coordinator  
Date: 18/4/11

Witness  
Signature:   
Witness  
Name: Andrea DeCoster  
Title: Auditor  
Date: 28/3/2011

**SCHEDULE 1  
DESCRIPTION OF PROGRAMME**

This Schedule specifies the Programme activities to be carried out by the Grantee to support MAF.

**1. DESCRIPTION**

The Grantee shall deliver the Programme activities outlined in section 2 of this Schedule to support MAF's Animal Welfare Enforcement activities and operational outcomes in the production animal sector. The Grantee shall deliver the Programme activities in line with the requirements and standards outlined in the Memorandum of Understanding between MAF and the Grantee, and the Performance and Technical Standards for SPCA Inspectors.

**2. REQUIREMENTS**

**2.1 Scope of Work:** The Grantee shall:

- 2.1.1 Attend Programme management meetings, as required, with the MAF Technical Liaison (either in person or by telephone), to plan activities, discuss progress, issues, risks, finances (including how funding will be utilised), and any other items relevant to this Agreement;
- 2.1.2 Develop and implement strategies to increase the ability of the Grantee to respond to farm animal complaints, including the ongoing and specialised training of Inspectors;
- 2.1.3 Contribute to animal welfare investigation and advisory type activities through the provision of advice to MAF; and
- 2.1.4 Target the Output Performance Criteria, attached to this Schedule as Annex A.

**2.2 Regional Chief Inspectors:** The Grantee shall:

- 2.2.1 Appoint Regional Chief Inspectors;
- 2.2.2 Ensure that the Regional Chief Inspectors:
  - (a) Oversee farm cases, whether referred by MAF or called direct to the Grantee where a request is made by the local SPCA for assistance from the National Investigation Support Team;
  - (b) Use the agreed grading system (refer to section 2.4.1 of this Schedule) as a minimum guide when assessing the appropriate response for an animal welfare complaint;
  - (c) Deliver ongoing and specialised Inspector training through regional workshops, Branch visits and individual mentoring of Inspectors;

- (d) File regular activity reports with the Grantee's national office, which will then be made available to the MAF Compliance and Enforcement Directorate (MAF CED) and MAF Animal Welfare Group;
- (e) Maintain a record of all cases overseen by them within a database, from which key trends can be analysed;
- (f) Carry out all activities described in the Regional Chief Inspectors Job Description, attached as Annex B to this Schedule 1;
- (g) Maintain professional standards of behaviour as described in Annex C attached to this Schedule 1.

### 2.3 Case Prioritisation

The Grantee shall:

- 2.3.1 Ensure that the Regional Chief Inspectors prioritise cases using the following grading system as a minimum guide when assessing the appropriate response for an animal welfare complaint:
  - (a) Grade 1: Urgent field response required. An Inspector or veterinarian is required to respond within 24 hours of receipt of the complaint, to alleviate pain or distress to the animal;
  - (b) Grade 2: Matter requiring response by an Inspector or veterinarian but not deemed to be so urgent as to require a Grade 1 response. Grade 2 complaints should be responded to within seven days of receipt of the complaint;
  - (c) Grade 3: Non-urgent response required. An Inspector may address the situation by telephone or letter, or deal with the matter as an educational visit when next passing through the area.
- 2.3.2 Ensure that appropriate resources, such as veterinary attendance or additional experienced SPCA Inspectors are made available when necessary to attend to matters, whether referred by MAF or called direct to the Grantee where a request is made by the local SPCA for assistance from the National Investigation Support Team.

### 2.4 General

The Grantee or an appropriately delegated person shall:

- 2.4.1 Provide sufficient suitably qualified and experienced persons to competently and efficiently undertake all Programme requirements under this Agreement;
- 2.4.2 Where relevant take all actions necessary to ensure persons are appropriately authorised under the Act;
- 2.4.3 Use his/her best endeavours to ensure that there are always sufficient staff members trained and ready to fill the roles specified within this Agreement;

- 2.4.4 Use his/her best endeavours to ensure that any staff with powers under the Act know and understand their powers under the Act;
- 2.4.5 Use his/her best endeavours to ensure the provision of all materials, equipment, supplies and other resources necessary to competently and efficiently undertake all aspects of the Programme and this Agreement;
- 2.4.6 Ensure that all Services are performed and managed in a competent professional manner, and that appropriate management and financial processes, disciplines and controls are in place at all times;
- 2.4.7 Maintain full information about, and be able to report on, the status of the work being undertaken under this Agreement;
- 2.4.8 Identify, record, and monitor potential risks, implement appropriate risk mitigation strategies, and notify the MAF Technical Liaison where these risks cannot be accepted, mitigated or avoided at the Grantee level;
- 2.4.9 Establish and maintain close liaison with the nominated contacts within MAF to ensure that all aspects of the Programme are being provided in a manner that meets MAF's ongoing strategic, technical, and management requirements;
- 2.4.10 Ensure that representatives from both parties will meet quarterly to discuss performance, reporting, and to enhance the effectiveness of the Services.

### 3. REPORTING

The Grantee shall submit to the MAF Technical Liaison the Reports as specified in the following table:

| Reporting  | Format   | Due Date   |
|--|--|--|
| Quarterly report<br>All MAF referred complaints<br>All investigations managed by the RNZSPCA National Investigation Support Team | Electronic form as per Annex D to this Schedule  | <i>30 September 2010</i><br><i>31 December 2010</i><br><i>31 March 2011</i><br><i>30 June 2011</i> |
| Final invoice for activities from 1 July 2010 to 30 June 2011  | Fully broken down as per Annex E to this Schedule  | <i>On or before 30 June 2011</i>   |
| Annual report<br>All farm animals<br>Refresher training  | In a format to be agreed between MAF to the Grantee, and which must include detailed reporting against the requirements of this Agreement, details of actual income and expenditure for the year so that the actual and budgeted figures can be compared as per the above final invoice, an outline of Programme activity during the year (including specific details about the number of Inspectors that attending Inspectorate Workshops and all costs associated with this) and a description of the cumulative progress over the entire Programme to date. | <i>On or before 30 June 2011</i>   |

#### 4. PAYMENTS

Payment shall be paid in one (1) instalment in accordance with the following table:

| Amount Payable     | Due Date for Payment             |
|--------------------|----------------------------------|
| \$325,000 plus GST | <i>on or before 30 June 2011</i> |

## ANNEX A: OUTPUT PERFORMANCE CRITERIA

- All complaints passed to the Grantee from MAF Enforcement Directorate (ED) to be overseen by an experienced Inspector endorsed by the National Chief Inspector.
- All on-farm cases handled by Regional Chief Inspectors to be recorded in a central database, with quarterly reporting of key information.
- Maintain regular contact with SPCA Inspectors utilising a combination of emails, telephone calls and personal visits.
- Expenditure relating to on-farm complaint investigations referred by MAF and RNZSPCA matters where the funding is utilised are to be reported on. All requests from the Grantee for the passing of responsibility for a matter to MAF ED are to be passed through the Regional Chief Inspectors, who will ensure their validity.
- Expenditure relating to training of inspectors at Inspectorate Workshops is to be recorded and reported on annually.
- A system for the mentoring of all new inspectors, by a designated experienced inspector, is to be developed, documented and reported upon annually.
- An outline of all ongoing training programmes for Inspectors will be developed in conjunction with national office staff and the National Inspectorate Advisory Committee.
- Quarterly reports covering on-farm complaint investigation to be provided to the SPCA's National Executive Officer. Reports to be made available to MAF.
- An Annual Report incorporating the output performance criteria described in this Annex A& B and the specified Reports described in Schedule One. Together with two invoices (separate invoice for the Inspectorate Workshop Training) covering the funding agreement are to be submitted to MAF Enforcement Directorate.
- In the event that an Inspector is required to re-attend the course provided by UNITEC MAF will fund up to two Inspectors, per year, on the UNITEC course. This funding will be in addition to the ear marked \$25,000 for Inspectorate Workshops described in this Annex.

## **ANNEX B: Regional Chief Inspectors**

### **Key Responsibilities for Regional Chief Inspectors:**

#### **On-farm complaint investigation**

- Receive all requests from the MAF ED (MAF Enforcement Directorate) for assistance and/or complaint handover in respect of their area of responsibility). Where the complaint is accepted by the SPCA, handle as appropriate, either by passing responsibility for action on to a suitable SPCA Inspector or by retaining responsibility for action and arranging for appropriate response by SPCA staff and/or themselves.
- Receive requests for help with on-farm complaints lodged direct with the SPCA. Allow investigation by local SPCA Inspector where appropriate, or assume responsibility for investigation and arrange appropriate response by SPCA staff and/or themselves.
- Ensure all such complaints are logged into a complaint database and ensure that each online file is appropriately closed off when action is complete. The database is to include both complaints passed on to the SPCA from MAF ED and on-farm complaints lodged direct with the SPCA, which the Inspectorate Coordinator has actioned or overseen.
- Receive requests for MAF ED taking responsibility for a matter from SPCA Inspectors; assess validity of the request and action as appropriate, either by arranging for MAF ED assistance or handover of the complaint to MAF ED or by arranging for SPCA Inspectors to action if resources are available.

#### **Ongoing Inspector training**

- Attend regional Inspectorate workshops and deliver training sessions as required.
- Provide ongoing refresher training as required, outside of regional workshops.
- Provide, or arrange, mentoring for new SPCA Inspectors as appropriate.
- In association with SPCA National Office staff and the National Inspectorate Advisory Committee, assist with the development of ongoing training programmes for Inspectors.

#### **Liaison**

- Liaise with SPCA Inspectors on a regular basis.
- Attend National Inspectorate Advisory Committee meetings.
- Liaise as required with CED staff on handover of complaints, requests for assistance and issues of common interest.



## **ANNEX C: Professional standards required of Regional Chief Inspectors**

The Regional Chief Inspectors must comply or ensure compliance with the following professional standards at all times:

### **1. FILES**

Accurate records to be kept of all inspections carried out pertaining to this Agreement, including (where applicable):

- (a) The date, time and details of all location(s) visited;
- (b) The names of all persons who attended the location;
- (c) A copy of the full, correct notebook entries made by any persons who attended the location;
- (d) Copies of any photographs, film, or other recordings related to the inspection;
- (e) Vet, farm consultant or other professional reports;
- (f) A detailed costs record;
- (g) Any correspondence relating to the inspection, including faxes and emails;
- (h) The outcome of the inspection including letters, written warnings, or any other correspondence.

### **2. APPLICATIONS FOR SEARCH WARRANT(S)**

Any search warrant applied for by an Inspector in relation to a complaint under the terms of this Agreement must first have that application approved by the National Chief Inspector or any person delegated by the National Chief Inspector.


### **3. DECISION TO LAY INFORMATION(S)**

In the event that an Inspector decides to lay information(s) in relation to a complaint under the terms of this Agreement, he or she must first advise the Technical Liaison (or person delegated by the Technical Liaison) and provide details of the information(s) including a copy of the draft information(s) and any supporting documents.

### **4. QUARTERLY REPORTING**

The matters set out in sections 2 and 3 above will form part of the Regional Chief Inspector's quarterly reporting requirement as set out in section 4 of Schedule 1 of this Agreement.

**ANNEX D: Quarterly Reporting Template**

|  |  |  |
|--|--|--|
| <p>Quarterly Report of the MAF<br/>                 District of [ ]</p>  |  |  |
| <p>Date Prepared:<br/>                 Prepared By:<br/>                 Prepared For: [Technical Liaison]</p> |  |  |
| <p><b>PERIOD ENDING:</b></p>   | <p>30 September 2010<br/>                 31 December 2010<br/>                 31 March 2011<br/>                 1 June 2011</p> |  |
| <p>Number of MAF farms complaints attended</p>   |  |  |
| <p>Number of other farm animal complaints attended</p>   |  |  |
| <p>Region</p>  |  |  |
| <p>Classification of commercial / non-commercial premises</p>  |  |  |
| <p>Type of problem(s)</p>  |  |  |
| <p>Outcomes of complaints</p>  |  |  |
| <p>Statutory Notices issued</p>  |  |  |
| <p>Enforcement Orders obtained</p>   |  |  |
| <p>Search Warrants obtained</p>  |  |  |
| <p>Breakdown of Species, type(s) of animals involved and numbers affected</p>                                  |  |  |

**ANNEX E: Payment Template**

**Payment Report**



**Agreement No. & Title**

**Month/Year**

**Date Prepared:**

**Prepared By:**

**Prepared For: [Technical Liaison]**

**Annual Summary**

| Payments  |             |                    |                               |
|---|-------------|--------------------|-------------------------------|
|   | YEAR PERIOD | AMOUNT             | Description of Work completed |
| Annual Funding Programme Grant  |             | \$300,000          |                               |
| Inspectorate Workshops Grant  |             | \$25,000           |                               |
| <b>Total Grant Value</b>  |             | <u>[\$325,000]</u> |                               |
| <b>2010/11</b>  |             |                    |                               |
|   |             |                    |                               |
| <b>TOTAL SPEND</b>  |             | <u>[\$X]</u>       |                               |
| <b>BALANCE (Grant Value less Total Spend)</b>   |             | <u>0</u>           | [should be nil]               |
| <b><u>Other Reporting Requirements</u></b>  |             |                    |                               |
| <b>DESCRIPTION</b>  |             |                    | <b>TO BE COMPLETED BY</b>     |
| Breakdown of actual expenditure against quarterly reports with details of activities carried out                          |             |                    | [Organisation & Name & Title] |
| End of year position with all actual expenditure and activities carried out over the four quarters of the year summarised |             |                    |                               |
| Details of income and actual expenditure so that actual and budgeted figures can be compared                              |             |                    |                               |

**SCHEDULE 2  
CONTACT PERSONS**

**FOR MAF:**

|                | <b>Contractual Liaison</b>   | <b>Technical Liaison (in relation to the Programme)</b>  |
|----------------|--|--|
| <b>Name</b>    | Geoff Allen  | Alan Wilson  |
| <b>Title</b>   | Director Compliance and Enforcement  | Manager Animal Welfare Compliance and Response   |
| <b>Address</b> | Ministry of Agriculture and Forestry<br>Investigation Readiness and Response<br>Compliance and Enforcement<br>Ballantyne House, 101 Customs Street East<br>PO Box 106 231<br>Auckland 1143 | Ministry of Agriculture and Forestry<br>Investigation Readiness and Response<br>Compliance and Enforcement<br>Ballantyne House, 101 Customs Street East<br>PO Box 106 231<br>Auckland 1143 |
| <b>Phone</b>   | +64 (0) 4 894 2518<br>Cell: 029 894 2518   | Ph: +64 (0) 9 909 3542<br>Cell: +64 029 909 5011<br>Fax: +64 (0) 9 909 3531  |
| <b>Email</b>   | geoff.allen@maf.govt.nz  | alan.wilson@maf.govt.nz  |

**Technical Liaison (in relation to the Refresher Training)**

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**FOR THE GRANTEE:**

**Contractual Liaison**

**Name** Robyn Kippenberger  
**Title** National Chief Executive  
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**Technical Liaison**

Sue Baudet  
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