

**Memorandum of Understanding**

**between**

**The Ministry of Business, Innovation, and Employment**

**And**

**ACC**

**Provision of data sample for the Business Reference Group Study**

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

As 14 September 2015

**Memorandum of Understanding (MoU) made on 23 July 2015**

**PARTIES**

Ministry of Business, Innovation and Employment ("MBIE")

And

ACC ("ACC")

**1. BACKGROUND**

- 1.1. MBIE's Better for Business (Result 9) Programme is leading the Business Reference Group ("BRG") Study
- 1.2. Research New Zealand is the contracted research agency delivering the BRG survey (the "survey"). The Research New Zealand contract for service is with, and managed by, MBIE
- 1.3. BRG survey has been run twice in 18-months. It was established in 2013 to measure progress towards Better for Business's targets of:
  - a) Reducing businesses costs from dealing with government by 25% by 2017 through a year on year reduction in effort required to work with agencies
  - b) Government services to businesses will have similar key performance ratings as leading private sector firms by July 2017.
- 1.4. The study must measure the two existing headline measures:
  - Perception of the effort of interacting with government
  - Perception of the effort of interacting with banking, insurance, telecommunications and insurance sectors.
- 1.5. In late 2014 two new measures were added to the Better Public Services reporting which will be added to the BRG study:
  - Service satisfaction - a standardised customer satisfaction with government service measure is intended to provide greater accuracy and alignment across agencies
  - Service performance - using the number of contacts needed to resolve the subject they contacted the agency about (there is a strong correlation between effort and the number of contacts required to achieve resolution)
- 1.6. ACC has previously supplied the data sample of NZ businesses for the earlier rounds of the BRG survey

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## 2. ACC to supply a data sample of NZ businesses

- 2.1. This MoU is made pursuant to section 286 of the Accident Compensation Act 2001 ("the AC Act"),
- 2.2. Section 286 of the AC Act requires ACC to pass to the Chief Executive of MBIE any information held by ACC relating to employers, workplaces or claims for work-related personal injury that is of a type specified for the purpose of section 286. The provision of the information must be pursuant to an agreement between the parties.
- 2.3. This MoU fulfils that requirement. This MoU does not replace any other agreement between ACC and MBIE in respect of information sharing pursuant to section 286 of the AC Act.
- 2.4. MBIE may only use the information provided for one or more of the following purposes:
  - 2.4.1. to support its administration of any of the provisions of the enactments specified in section 286(5) of the AC Act;
  - 2.4.2. to support WorkSafe New Zealand in carrying its functions under any provisions of the enactments specified in section 286(5) of the AC Act;
  - 2.4.3. to ensure appropriate co-ordination of activities with ACC and other relevant agencies;
  - 2.4.4. to support MBIE's responsibilities for workforce development and employment creation.
- 2.5. MBIE seeks to use certain information about employers, held by ACC, in the manner detailed in this agreement, for the purpose of ensuring appropriate coordination of activities with ACC and other relevant agencies.
- 2.6. The activities that this MoU enables is the gathering of data to test whether MBIE and partner agencies, including ACC, are meeting Better for Business's target of reducing businesses costs from dealing with government by 25% by 2017 through a year on year reduction in effort required by businesses when working with government agencies. ACC is a partner agency in meeting this target. The public sector provides significant services to business, and the quality and speed of these services makes a difference to businesses' ability to perform, grow and export.
- 2.7. Most of the information to be provided is not personal information. However, where elements of it are (for example, information about employers who are individuals), it will only be used for the above purpose. The intention of the sharing of this information is focused on employers and business operators, so that they might be contacted and ask if they wish to participate in the survey. Privacy risks will be mitigated by good data handling procedures, management of the contract for services with Research New Zealand (including the confidentiality of the information they are given access to in order to carry out the services for MBIE), and the anonymisation of any information provided to Research New Zealand on reporting back to the agencies involved.
- 2.8. ACC has agreed to provide sample to Research New Zealand for the BRG survey from ACC's database of businesses until 31 December 2016, and may be extended yearly as agreed between both parties. From 27 July 2015, ACC will deliver a new and unique sample quarterly, or as agreed, to Research New Zealand – the number and stratification of the sample will be determined prior to the end of each quarter, or as agreed, based on the current panel industry and size profile.
- 2.9. Prior to the end of each quarter, or as agreed, Research New Zealand will prepare an updated sample spec for MBIE's approval.
- 2.10. ACC will deliver the approved samples to Research New Zealand within 2 weeks of the start of each quarter, or as agreed.
- 2.11. ACC delivers the sample to Research NZ as an excel file via a secure portal.
- 2.12. ACC will provide sample for the BRG survey at no additional cost as a contribution towards the Better for Business (Result 9) work programme.

### 3. RELATIONSHIP MANAGEMENT

3.1. The first points of contact in relation to this MoU are:

For MBIE: Pennv Salmon Research Specialist

9(2)(a)

For ACC: Loren Howson Senior Research Advisor

9(2)(a)

3.2. Both Parties agree that they will:

- (a) meet at least quarterly and when required;
- (b) respond to queries from the other Party in a timely manner;
- (c) maintain an open and collaborative relationship with the other Party; and
- (d) treat the other Party in a fair and impartial manner.

### 4. MOU NOT BINDING

4.1. The Parties acknowledge that this MoU is intended as a statement of mutually agreed intentions in relation to the Project. It is not intended to create legally enforceable rights or obligations. However, the Parties agree that they are bound in good faith to observe and perform their obligations under this MoU as if they were legally enforceable.

### 5. ISSUE ESCALATION

5.1. The Parties' representatives (including the Parties' respective first points of contact) will work together in good faith with a view to resolving any disputes or differences between them in relation to the interpretation or performance of this MoU

5.2. If a dispute arises in relation to this MoU that cannot be resolved promptly, the Parties agree to initiate discussions with their ALG members. If those discussions do not resolve the matter within a reasonable period, the matter will be escalated to the Better for Business (Result 9) Steering Committee member and programme manager for resolution.

## 6. CONFIDENTIALITY

- 6.1. ACC understands that Research New Zealand will provide anonymised survey and administrative data to MBIE for further analysis
- 6.2. Neither Party will, without the written consent of the other Party, at any time disclose to a third party information concerning this MoU or the affairs of, or information provided by, the other Party. In the event that either Party receives an Official Information Act 1982 request for information relating to the arrangements set out in this MOU, the receiving Party will consult with the other Party prior to making a decision on the request.

## 7. TERM

- 7.1. This MoU commences on 20 July 2015 and ends on 31 December 2016. It may be extended yearly as agreed between both parties.

## 8. REVIEW AND VARIATION

- 8.1. This MoU may be reviewed at any time at the request of either Party.
- 8.2. Amendments or changes to this MoU must be in writing, agreed and duly signed by persons authorised to sign agreements on behalf of the Parties.

## EXECUTION

Signed by David Smol, Chief Executive, MBIE

Signature

Date

Signed by Gaye Searancke, Chief Governance and Strategy Officer, ACC

Signature

Date

14 September 2015

Acting Chief Executive, Andrew Craig

*[Handwritten signature]*

14/9/15

G Searancke

25.8.15

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FINAL Survey Specification  
INCITE #

RESULT 9 BUSINESS SURVEY	
Survey name	Result 9 Business Survey: March-June 2015
Research NZ contact	Mark Johnson or Joe Hedditch
Specification version & date	Version: <input type="text" value="5"/> Date: <input type="text" value="01/04/15"/>
ACC contact	Grant Pittams
Overview <i>(survey is about, purpose, survey waves, extract is required to contact who, how, and for what)</i>	Survey of NZ businesses to measure the impacts of the multi-agency government initiative (Result 9 Action Plan) to reduce businesses' costs in dealing with government agencies.  Survey will be conducted online and by telephone
Group <i>(client, levy payer, partnership programme)</i>	Levy payer
Sample frequency	N/A
Date(s) required	ASAP
Output format (xls, csv, txt)	xls

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### SAMPLE SPECIFICATIONS

Sample or entire population	Sample
Population definition	<p>SEs, Small, Medium, and Large Employers (including Top 2500 employers) who have <u>received an invoice from ACC in the last 12 months</u>. Employers to be randomly drawn within each of the 28 industry and size-based cells below.</p> <p><u>Size definitions</u></p> <ul style="list-style-type: none"> <li>• SEs: Self-employed</li> <li>• Small Employers: SMEs with liable earnings less than or equal to \$500k (the equivalent of 1 to 10 FTEs, based upon total liable earnings divided by \$48,000, the avg. salary in 2009/10)</li> <li>• Medium Employers: SMEs with liable earnings greater than \$500k and less than \$2,000k liable earnings (i.e. approx. 11 to 40 FTEs)</li> <li>• Large Employers: liable earnings greater than \$2,000,000 (i.e. 41+ FTEs), including Top 2500 and accredited employers</li> </ul>
Sample selection criteria	
<b>Agriculture, forestry, &amp; fishing</b>	
SEs	n=377
Small and Medium Employers (SMEs)	n=789
Large Employers	n=6
Sub-sample size	n=1,173
<b>Manufacturing</b>	
SEs	n=483
Small and Medium Employers (SMEs)	n=588
Large Employers	n=153
Sub-sample size	n=1,224
<b>Construction</b>	
SEs	n=489
Small and Medium Employers (SMEs)	n=1,006
Large Employers	n=42
Sub-sample size	n=1,537
<b>Retail Trade AND Accommodation &amp; food services</b>	
SEs	n=208
Small and Medium Employers (SMEs)	n=1,194
Large Employers	n=105
Sub-sample size	n=1,507

<b>Information, media &amp; telecommunications AND Financial &amp; insurance services AND Professional, scientific &amp; technical services</b>	
SEs	n=753
Small and Medium Employers (SMEs)	n=1,168
Large Employers	n=200
Sub-sample size	n=2,122
<b>Rental, hiring &amp; real estate</b>	
SEs	n=265
Small and Medium Employers (SMEs)	n=373
Large Employers	n=18
Sub-sample size	n=656
<b>All remaining industries</b>	
SEs	n=1,125
Small and Medium Employers (SMEs)	n=2,280
Large Employers	n=377
Sub-sample size	n=3,782
<b>Total sample</b>	<b>n=12,000</b>

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Field Output	Definition if Applicable
Levy Payer ACCID	
Employersize	As per breakdown in above table
Levy Payer name	First name and Surname
Levy Payer address	Postal address (if missing, then residential address)
Home phone number	
Work phone number	
Mobile phone number	
pcu	ACC - industry and risk classification (can be mapped back to ANZIC Codes)
pcudesc	pcudesc
Industry	Sector
ANZIC Code	
ANZIC Description	
Email	Y/N Flag
TLA	Territorial Authority Identifier
TLADESC	TLA Description
Entity Start Date	Date first started paying ACC Levies
LastLevyYear	Last Levy Year
LiableEarnings	Sum of all liable earnings in last completed levy year
FTE estimate	Based on ACC estimate (total liable earnings divided by \$48,000) (avg. salary in 2009/10)
Registration Status	GST liable indicator
NumClaims	Number of Claims
NumWCclaims	Number Workplace Claims
NumEntClaims	Number Entitlement Claims
WCdayspaid	Work Claim days paid
WCAvgDays	Work Claim Avg. Days
NumClaimslast12months	Num Claims (last 12 months)
NumWCclaimslast12months	Num WC Claims (last 12 months)
NumEntClaimslast12months	Num Ent Claims (last 12 months)
WCdayspaidlast12months	Work Claim days paid (last 12 months)
WCAvgDayslast12months	Work Claim Avg Days (last 12 months)
Number of calls to BSC in last year	Numbers of contacts with Business Contact Centre
InWSMP	In WSMP
HasCPX	Has CPX
incentiveresulttypedesc	(e.g. no claims bonus)
Productdesc	

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## EXCLUSIONS

Criteria	Include (✓)	Exclude (✓)
<b>Standard exclusions</b>		
- Levy Payer sampled to be surveyed in last 6 months	✓	
- Deceased		✓
- Gone no address		✓
- Those with a 'do not mail' flag		✓
- No available (work, mobile or other) phone number		✓
- No available (physical or postal) address	✓	
<b>Other survey specific exclusions/inclusions</b>		
- Those who have not had liable earnings for at least the last 2 years		✓

## SUMMARY STATISTICS

Specify fields to summarise and summary statistics required (may be needed for weighting purposes, or to see how representative the sample is of the population)

Fields to summarise	SE, SME - small employer, SME - medium employer, Large employer, Industry Group, Classification Unit	
Summary statistics	SE, SME - small employer, SME - medium employer, Large employer, Industry Group, Classification Unit	
Summary for population (✓)	pre-exclusions <input type="checkbox"/>	post-exclusions <input checked="" type="checkbox"/>

## OTHER DEFINITIONS / COMMENTS

1. **Liabe Earnings (LE).** The total liabe earning of the employer is the sum of the EmployerACC ID's liabe earnings in the latest completed levy year, regardless of Industry (PCU) and suffix (E, D (shareholder), or S). For example, an employer ID that is in the population because it has a suffix="E", may also have liabe earnings for suffix="D", and may have multiple industries. The total liabe earnings for that employer will be the sum of the liabe earnings for "E" and "D" and all industries.
2. **SE, SME, Medium, Large.**  
  
As per above
3. **FTE - ACC's estimation of number of full-time employees is based on the total liabe earnings in the last completed levy year divided by \$48,000 (avg salary in 2010).**
4. **Gone no address** (Gonenoadress="Y" or GNAdate is not null in Oracle Financials HZ\_CUST\_ACCOUNTS table)
5. **Do not mail flag** (Do\_not\_mail\_flag = "Y" or Holdpromotionalmail = "Y" in Oracle Financials HZ\_PARTIES table)

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**Service Level Agreement for the provision of Information and Verification Services**

This Agreement is:

**Between**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through Nigel Bickle, Deputy Chief Executive, Immigration, the Ministry of Business, Innovation and Employment "INZ"

And

The Accident Compensation Corporation "ACC"

**Dated** 08/12/2016

**PREAMBLE**

1. On 29 April 2002 Government introduced the Talent (Accredited Employers) Work Policy which from 29 November 2010 became the Talent (Accredited Employers) Work Instructions. Under these instructions INZ is required to be satisfied an employer applying for 'accreditation' is in a sound financial position, has human resource policies and processes of a high standard, a commitment to training and employing New Zealanders, and good workplace practices including a history of compliance with all immigration and employment laws such as the Immigration Act 2009, the Accident Compensation Act 2001, the Minimum Wage Act 1983, the Health and Safety at Work Act 2015, the Employment Relations Act 2000, Wages Protection Act 1983, Parental Leave and Employment Protection Act 1987 and the Holidays Act 2003. Once these criteria have been met the employer can be 'accredited' to recruit workers who are not New Zealand citizens or residence class visa holders.
2. To effectively administer these immigration instructions INZ requires the provision of information and verification services in three instances, during initial accreditation, accreditation renewals and mid-term reviews. The parties have agreed that ACC will provide the necessary information and verification services on the terms and conditions set out in this SLA.

**TERM**

3. This SLA will apply for the period from the date this SLA is signed to 30/06/2017. On expiry this SLA will be automatically renewed for 12 month periods unless either party gives notice in writing of at least 90 days before the expiry of any period that they wish to terminate this SLA. This SLA may only be varied by agreement in writing signed by the parties.



#### ASSUMPTIONS

4. Underlying this SLA are the following assumptions:

- Applicant employers, who may be sole traders, have authorised the release of information by ACC to INZ. ACC will only disclose information about the applicant employer. ACC will not release personal information about an identifiable employee.
- Information that is provided by ACC under this SLA to INZ is discoverable by applicant employers.
- INZ will put prejudicial information to applicant employers for comment and, where possible, information provided by ACC to INZ will not be the sole basis for any decision made.
- INZ is accountable for decisions made on applications for which information and verification services have been provided by ACC.
- INZ and ACC will disclose information securely, for example when sent by email the correspondence will be marked as “[in confidence]” and sent by seemail.
- INZ and ACC will ensure that its employees are adequately trained to securely use and disclose the information under this arrangement.

#### ACC RESPONSIBILITIES

5. ACC will provide INZ with information about and verification of the applicant employer’s history with ACC legislation to the best of its knowledge.

6. The specific services to be provided include:

- Acknowledgement of receipt of referral
- Review of ACC database in respect to the applicant employer’s history
- Seeking and feeding back comment from ACC as required
- Response (reflecting the agreed operational definition) to information/verification request using email template indicating:
  - Employer not known to ACC;
  - Known employer with major issues identified;
  - Known employer with some issues identified about which relevant information is attached; or
  - Known employer with serious or persistent non-compliance
- Supplementary relevant information about the employer, including information about an employer under another trading name where consent is granted by the employer
- Clarification and guidance in respect of information/verification provided
- Where possible early warning of any material change of circumstances in respect of, or pending action against any employer
- Site visits and/or interviews agreed by INZ and ACC; and to be conducted by INZ.



### INZ RESPONSIBILITIES

7. INZ recognises that, in order for ACC to meet its commitments under this SLA, INZ has an important role to play in providing ACC with all the necessary information at the time the information or verification request is made. Accordingly, INZ will:
- Email a template to ACC containing employer identity, trading title, known associated companies and holdings, duration in business and trading address
  - Confirm that the employer has consented to the release of information by ACC to INZ
  - Supply further documentation if required to assist verification
  - Provide regular feedback information to ACC of results, volumes, and forecasts

### TIMELINESS

8. ACC will use its best endeavour to provide the services specified in this agreement within 5 – 10 working days. Where such a timeframe is unlikely to be met, ACC will inform and work with INZ.
9. INZ acknowledges that ACC's ability to meet the timeframe is dependent on INZ having met its obligations under paragraph 7.

### PERFORMANCE STANDARDS

10. The information and verification services will be delivered to the necessary standards if they:
- Are provided within the timeframe specified in paragraphs 8 and 9
  - Are provided using the template referred to by INZ
  - Accurately provide all the information about the applicant employer's history
  - Verify all aspects of the information referred to for comment as agreed
  - Can be readily understood by those receiving or using the information

### REPORTING AND REVIEWS

11. INZ will provide ACC with a monthly report covering:
- Achievement of performance standards set out in paragraph 10
  - Information including but not limited to, the number and type of accreditation decisions made, number of work visas granted under Talent (Accredited Employers) Work Instructions, industry breakdown, names of accredited employers
  - Forecasted volumes of information requests
12. A Joint review of the process will be held within the first two months of the commencement of this SLA, and thereafter at yearly intervals.

### RELATIONSHIP MANAGEMENT

13. Michael Carley, Area Manager of INZ will be responsible for maintaining an excellent relationship with ACC.
14. Cheryl Gall, Manager -Policy Advice & Implementation of ACC, will be responsible for maintaining an excellent relationship with INZ.

**CONTACT POINTS**

15. The primary points of contact are as follows:

For INZ: Martin Cavanagh, Immigration Manager of the Business Migration Branch

For ACC: Mahany Sos, Employer Reimbursement Advisor and Martin Shelton, Manager

**DISPUTES**

16. Where a dispute arises in respect of this SLA every attempt will be made to resolve it prior to escalation to the relationship managers in paragraphs 13 and 14.

17. In the event that the relationship managers are unable to reach agreement to resolve the matter in dispute the matter will be referred to Nigel Bickle, Deputy Chief Executive of Immigration and James Stabback, Chief Operating Officer of ACC for a decision.


**SIGNED**

Signed for and on behalf of **HER MAJESTY THE** )  
**QUEEN** in right of New Zealand by Nigel Bickle, )  
Deputy Chief Executive, Immigration, Ministry of )  
Business, Innovation and Employment: )

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Signed for and on behalf of the Accident )  
Compensation Corporation by: )

  
\_\_\_\_\_  
Signature

**JAMES MARTIN STABBACK**  
\_\_\_\_\_  
Print Full Name

**CHIEF OPERATING OFFICER**  
\_\_\_\_\_  
Print Title

Date: **13 DECEMBER 2016.**



## Variation to Memorandum of Understanding

### Parties:

**ACCIDENT COMPENSATION CORPORATION ("ACC")**

And

**THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ("MBIE")**

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF DATA SAMPLE FOR THE BUSINESS REFERENCE GROUP STUDY dated 14 SEPTEMBER 2015 ("MoU")**

### Variation

ACC and MBIE are parties to the MoU.

The Parties agree to vary the MoU in accordance with clause 8.2. The scope of the Variation is set out in the attached Schedule of Changes. The Variation is effective from the Effective Date stated in the Schedule of Changes.

Subject to the changes made by this Variation the provisions of the MoU remain in effect.

Words used but not defined in this Variation have the same meaning as they do in the MoU.

### Acceptance

Signed for and on behalf of  
**Accident Compensation Corporation:**

Signature

Name:

**MIKE TULLY**  
Chief Customer Officer  
ACC

Position:

Date:

28/02/2017.

Signed for and on behalf of  
**the Ministry of Business, Innovation, and  
Employment:**

Signature

Name:

D Snow

Position:

CE

Date:

13/2/17



# Schedule of Changes

Effective Date: 1 January 2017

## Changes

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### Changes to MoU

#### 1. Relationship Management

- 1.1. Clause 3.1 is amended by deleting the existing "first points of contact" and replacing them with the following new first points of contact:

"For MBIE: Joe Hedditch, Analytics Specialist

9(2)(a)

For ACC: Joel Rayen, Operational Readiness Manager

9(2)(a)

#### 2. Change to Term

- 2.1 Clause 7.1 is amended by deleting the existing clause and replacing it with the following new clause:

"This MoU commences on 14 September 2015 and ends on 31 December 2018. It may be extended yearly as agreed between both Parties."

#### 3. Addition of termination clause

- 3.1 A new clause 7.2 is added as follows:

"7.2 Either Party may terminate this MoU for any reason by giving at least six months' written notice to the other Party."

#### 4. Addition of notices clause

- 4.1 A new clause 9 is added as follows called "Notices":

"9.1 All notices to a Party must be delivered by hand or sent by post, courier or email. The address to be used for notices is the address provided in writing by each Party's first point of contact (refer clause 3.1).

9.2 Notices must be signed or, in the case of email, sent by the appropriate manager or person having authority to do so.

- 9.3 A notice will be considered to be received:

- (a) if delivered by hand, on the date it is delivered
- (b) if sent by post within New Zealand, on the 3<sup>rd</sup> business day after the date it was sent
- (c) if sent by post internationally, on the 7<sup>th</sup> business day after the date it was sent
- (d) if sent by courier, on the date it is delivered

(e) if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender provided that it is not returned undelivered or as an error.

9.4 A notice received after 5pm on a business day or on a day that is not a business day will be considered to be received on the next business day."

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