

Memorandum of Understanding

between
the Ministry of Health
&
the Department of Corrections

Signed on 4/12/2012

Contents

1.	Functions and Background	1
2.	Purpose and Scope	1
3.	Outcomes	2
4.	Working Collaboratively	2
5.	Sharing information	2
6.	Term and Termination	3
7.	Representatives, Monitoring and Reporting	3
8.	Review and Variation	3
9.	Dispute Resolution	3
10.	Signatures	4

Schedule 1

This memorandum of understanding is made on 4 December 2012

Between The Department of Corrections acting by and through Ray Smith, the Chief Executive ("The Department")

And The Ministry of Health acting by and through Kevin Woods, the Director-General of Health and Chief Executive ("The Ministry")

1. Functions and Background

1.1. The Department and the Ministry currently work together on a range of matters affecting the health of offenders and have agreed to ensure that this collaborative work is strengthened and improved across both organisations.

1.2. The Ministry and the Department acknowledge that:

- The Ministry is the government's primary advisor on health policy and disability support issues and the government's agent in the strategic management of the public health and disability system, and the Ministry responsible for ensuring that the public health and disability system works for all New Zealanders
- All health services for community-based offenders, and secondary and tertiary services for prisoners, are the responsibility of the District Health Boards ("DHBs") in the area in which the offender normally resides
- The Department is responsible for the provision of primary health care to prisoners, which is a level of care comparable with a community general practice setting
- Access to community and hospital based primary, secondary and tertiary health services for all offenders is determined by local DHBs, based on clinical criteria
- Recognising the unique relationship that the Ministry has with District Health Boards, the Ministry will undertake to provide support to the Department in their endeavours with DHBs
- Health services such as aged care and disability services, and provision of any secondary or tertiary level health services should be accessible to an offender or an alleged offender.

2. Purpose and Scope

2.1. The purpose of this Memorandum of Understanding ("MOU") is to establish and promote a collaborative working relationship between the Ministry and the Department covering the provision of health services to offenders.

2.2. This Agreement replaces the 2004 MOU between the Department and the Ministry, excluding the MOU on the transport of special patients.

3. Outcomes

3.1. The desired shared outcomes of this MOU are that:

- health services provided to all offenders are commensurate with those available to the general population of New Zealand
- the standard of health services provided to prisoners will be the same as those provided to the general population of New Zealand
- developments in primary care in New Zealand are reflected in health services provided by the Department to prisoners
- prisons are accessible and disability aware environments
- health data on offenders are collected and analysed in order to improve the health of offenders and the quality of services they receive.

4. Working Collaboratively

4.1. Both parties:

- recognise that they should work collaboratively in delivering the Government's priorities and outcomes; except when specifically stated, nothing in this MOU is designed to limit or constrain the ability of the parties to work together, within the legislative framework, to achieve common goals
- recognise the need for good communication and information sharing and acknowledge that whenever either party requests information related to the services from the other, the information will be provided as soon as reasonably practicable as long as it complies with the relevant legislative framework
- commit to engaging regularly to progress agreed joint work priorities
- recognise that when there is any disagreement, both parties will work constructively and openly with each other to achieve a quick resolution
- will operate an 'early warning, no surprises' policy in respect of areas of mutual interest.

5. Sharing information

5.1. Each party will supply the other with information as needed and requested unless to do so would be a breach of any legislation, including the Privacy Act or the Official Information Act 1982.

- 5.2. The Ministry and the Department will develop strategies to share information where that is necessary.

6. Term and Termination

- 6.1. This MOU will commence on the date of signing by both parties, and will remain in force until the parties agree in writing to terminate it.
- 6.2. Either party can terminate this MOU by providing two weeks' notice in writing.

7. Representatives, Monitoring and Reporting

- 7.1. Each party will designate a representative by name and job title as the owner and point of contact for the administration of this MOU. The parties' representatives and their contact details are specified in **Schedule 1**.
- 7.2. A party may change the job title or contact details of their representative by giving the other parties at least two weeks written notice of the change.
- 7.3. The monitoring and reporting for this MOU will be incorporated into each agenda of the Chief Executive meetings, which will occur no less than three times per year.

8. Review and Variation

- 8.1. The operation of this MOU will be reviewed by the parties' representatives (or their nominees) at least four monthly at a meeting held to discuss the operation of this MOU.
- 8.2. The Department will be responsible for managing every review.
- 8.3. This MOU may be varied by the parties. A party proposing a variation must give written notice to the other party of the proposed variation and reasons for it.
- 8.4. Any variation must be made in writing and signed by the parties.

9. Dispute Resolution

- 9.1. If there is any dispute between the parties, the parties' representatives will meet in good faith to resolve the dispute as quickly as possible.
- 9.2. If matters remain unresolved they will be referred to the General Manager, Corrections Services of the Department and the Deputy Director-General, Sector Capability and Implementation, of the Ministry.

- 9.3. If the matters are not resolved within a reasonable time under clause 9.2 the party that raised the dispute may refer the matter to their Chief Executive for resolution with the other parties' Chief Executive.

10. Signatures

Signed on this 4th day of December, 2012.

Signed by the **Chief Executive**
of the **Department of Corrections**

)
)

Signature

Name

Signed by the **Chief Executive**
of the **Ministry of Health**

)
)

Signature

Name

Schedule 1

Parties' representatives and contact details

Ministry of Health

Address: The Director-General of Health
Ministry of Health
No.1 The Terrace
PO Box 5013
WELLINGTON
Telephone: (04) 496 2000
Facsimile: (04) 496 2340

Ministry Representative: David Tonks

Telephone: (04) 816 2985
Facsimile: (04) 816.2191

Department of Corrections

Address: The Chief Executive
Department of Corrections
Mayfair House
44 - 52 The Terrace
PO Box 1206
WELLINGTON
Telephone: (04) 499 5620
Facsimile: (04) 460 3207

Corrections Representative: Bronwyn Donaldson

Telephone: (04) 460 3075
Facsimile: (04) 460 3203

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF HEALTH

AND

DEPARTMENT OF CORRECTIONS

PARTIES

The Ministry of Health (the "Ministry") and the Department of Corrections ("Corrections").

1. Purpose

- 1.1 The purpose of this Memorandum of Understanding ("MOU") is to clarify the relationship and responsibilities of the Ministry and Corrections in the transporting of offenders detained in a Regional Forensic Mental Health Service ("RFMHS") or a Care Facility for people with Intellectual Disability ("Care Facility") to and from court appointments or medical appointments.

2. Background

- 2.1 Corrections has traditionally provided transport for most offenders detained under the Mental Health (Compulsory Assessment and Treatment) Act 1992 ("MHCAT Act") ("special patients") and the Intellectual Disability (Compulsory and Care and Rehabilitation) Act 2003 ("IDCCR Act") ("special care recipients"), for the duration of their stay in a regional forensic psychiatric service or care facility to and from court and some other external appointments.
- 2.2 There is no specific provision dealing with the use of force or physical restraint under the MHCAT Act or the IDCCR Act. This legislative gap exposes the agencies to the risk of exercising restraint or force unlawfully during the transportation of special patients. The Ministry is investigating amendments to the appropriate health legislation to close this legislative gap.
- 2.3 Crown Law has expressed the opinion that, as the law stands, the RFMHS has legal responsibility for the transporting of special patients and special care patients under the MHCAT Act and the IDCCR Act when the special patients and special care recipients are in the legal custody of RFHMS.
- 2.4 The transport of the special patients will be the responsibility of the RFMHS. RFMHS do not have the resources or the skills to safely undertake this responsibility solely.
- 2.5 The parties agree to enter into this MOU to formalise the arrangements for the safe transportation of the special patients and special care recipients.
- 2.6 The parties note that the NZ Police carry out an important role in attending emergency situations which may include the threat of danger. Escorting staff from both party agencies will be able and prepared to call on Police should an emergency situation arise (see schedule 2).

3. Agreement

- 3.1 The parties agree that the legal custody for special patients and special care recipients (including during transport) lies with the RFMHS.
- 3.2 Corrections accepts that it has the experience and resources to transport certain special patients and special care recipients from the Regional Forensic Mental Health Service to and from court or for other external appointments.
- 3.3 Corrections agrees to provide (either directly or through an external provider) secure transportation to the RFMHS for the groups of special patients and special care recipients set out in schedule 1.
- 3.4 The Ministry agrees that RFMHS will seek alternatives to transportation (eg postponement, audio-visual link (AVL)), and will ensure patients remain in Corrections' control to the greatest extent possible (see schedule 3).
- 3.5 The Ministry agrees that RFMHS will delegate the functions or powers held by the relevant statutory entities under the MHCAT Act and IDCCR Act (including the powers under section 61 of the IDCCR Act) to Corrections officers for the purpose of this MOU.
- 3.6 No such delegation shall affect or prevent the exercise of any function or power by the person delegating, nor shall any such delegation affect the responsibility of the person delegating for the actions of any person acting under the delegation.
- 3.7 Corrections agrees, to use restraint in a fair and reasonable manner, and only when necessary to ensure the safety of the patient, staff or public (eg to prevent self-harm, danger to self or others, or escape) (see schedule 2).
- 3.8 Each party agrees to abide by the applicable policies and protocols of its service. The parties will work cooperatively to establish and maintain guidelines for their respective staff for the safe transportation of special patients and special care recipients.
- 3.9 It is understood by both parties that circumstances vary among patients, regions, districts and courts, and there may be variation and exceptions to the general categories listed in schedule 1. The parties agree that these circumstances will be covered by local agreements and/or handled on a case-by-case basis, in good faith.
- 3.10 The Ministry agrees to work toward legislative change to further reduce the risk to Corrections in the transport of special patients.

4. Variation

- 4.1 This MOU can only be modified by a written agreement duly signed by persons authorised to sign agreements on behalf of the parties or on the enactment of legislation.

5. Review

- 5.1 This MOU shall be reviewed after the first six months and then at three-yearly intervals or at such time as may be agreed by the respective chief executives.

6. Term

- 6.1 This MOU may be terminated by either party giving six months notice in writing to the other party, or earlier by agreement, or on the enactment of legislation.
- 6.2 The parties agree to meet and discuss any transitional arrangements for any hand-over responsibilities within ten working days of the receipt of the written notice of termination from either party.

7. MOU not binding

- 7.1 The Parties acknowledge that this MOU is intended as a statement of mutually agreed intentions in relation to an area of strong mutual interest. It is not intended to create legally enforceable rights or obligations. The parties agree to observe and perform their obligations under this MOU in good faith. The provisions of this MOU are subject to any Government directive or policy change.

8. Problem Resolution

- 8.1 The Parties' representatives will work together in good faith to resolve any disputes or differences between the Parties in relation to the interpretation of this MOU.
- 8.2 If the dispute or difference between the Parties cannot be settled after consultation between the Parties representatives, it must be referred to the parties' Chief Executives.

9. Representatives

9.1 For the purposes of this MOU, the designated representatives, addresses and contact details for correspondence between the parties are:

Ministry of Health	Department of Corrections
Dr John Crawshaw	Bronwyn Donaldson
Director of Mental Health	National Health Manager
133 Molesworth Street, Wellington	Mayfair House – 44-52 The Terrace
04 496 2304	04 460 3075 or x 68075

9.2 If the designated representatives or contact details for any party are changed, that Party will notify the other Party's designated representative, by notice in writing, of the change within 10 working days.

SIGNED

For Ministry of Health

Kevin Woods
Director-General of Health




21/12/2011

Date

For Department of Corrections

Ray Smith
Chief Executive



16/12/2011

Date

SCHEDULE 1

Transport destinations and Patient and Care Recipient groups covered by this agreement

Transport destinations

The destinations for transportation under this agreement are:

- Secure transport from RFMHS or Care Facility to Court
- Secure transport from Court to RFMHS or Care Facility
- (If agreed by both agencies) Secure transport as necessary from RFMHS or Care Facility to medical or dental appointments
- (If agreed by both agencies) Secure transport as necessary from medical or dental appointments to RFMHS or Care Facility

Special Patient and Special Care Recipient groups

The Special Patients and Special Care Recipients who may be transported under this agreement are:

Special Patients under s45 of the MH(CAT) Act	Prisoners who are subject to assessment for mental disorder, including those who have been assessed as mentally disordered under s11 of the MH(CAT) Act
Special Patients under s46 of the MH(CAT) Act	Prisoners who are identified as able to benefit from psychiatric treatment in RFMHS and who consent to being admitted to the RFMHS
Special Care Recipients under s35(1) of the ID(CCR) Act	Prisoners who are sent to a hospital or to a Care Facility for assessment and/or are awaiting a compulsory care order from the court
Special Patients under s34(1)(a)(i) of the CP(MIP) Act	Convicted offenders who are ordered by the court to be detained as a special patient under the MH(CAT) Act in addition to a prison sentence ('Hybrid order')
Special Care Recipients under s34(1)(a)(ii) of the CP(MIP) Act	Convicted offenders who are ordered by the court to be detained as a special care recipient under the ID(CCR) Act in addition to a prison sentence ('Hybrid order')
Prisoners taken to hospitals etc. for examination under s41 of the CP(MIP) Act	A person detained under s38(2)(b) in a prison, who is taken to a hospital, facility, or other appropriate place for examination
Custodial remands (as locally agreed)	People who have been remanded by the court to the RFMHS or secure facility (for instance under sections 23 (2)(b) , 42 or 44(1) or 38(2)(c) of the CP(MIP) Act)

MH(CAT) Act – Mental Health (Compulsory Assessment and Treatment) Act 1992
 IDCCR Act - Intellectual Disability (Compulsory and Care and Rehabilitation) Act 2003
 CP(MIP) Act - Criminal Procedure (Mentally Impaired Persons) Act 2003

SCHEDULE 2

Agency responsibilities and authorities, sources of support

For every transport:

The Regional Forensic Mental Health Services will:

- Contribute to, negotiate and carry a Trip Plan (form M.04.01.Form.03(a) – template attached – both sides must be reproduced)
- Provide a registered nurse (or more qualified medical professional)¹ to travel with the special patient or special care recipient to ensure safe transport with respect to their mental health needs
- Provide health advice to custody staff in the event that the special patient or special care recipient becomes unwell during the transport
- If necessary, write a letter to excuse a special patient or special care recipient not fit to attend

The Department of Corrections will:

- Provide a vehicle and staff to safely and securely transport the special patient or special care recipient
- Negotiate (with the attending forensic staff member) and carry a Trip Plan (form M.04.01.Form.03(a))
- At times (see below) restrain or secure the special patient or care recipient

In the event:

	Health staff	Corrections officers	Under provision
Patient or care recipient is high risk	Transport only as a last resort. Attempt to reschedule. Explore alternatives (eg AVL). Seek help from emergency services or Police.	Will not transport except by agreement between the parties	
Patient or care recipient under transport attempts escape, threatens or attempts violence	Provide advice to officers, assess and treat if clinically appropriate, call for emergency support if necessary	Restrain or secure patient, provide advice to health staff	<p>Attempted escape: ss53, 122A, 122B MHCAT Act.</p> <p>Preventing harm to others: s48 Crimes Act</p> <p>Preventing harm to others or serious damage to property: s61(1) of the ID(CCR) Act</p> <p>DHB to delegate general powers to Corrections officers - s99B MHCAT Act, s142 IDCCR Act.</p>

¹ The registered nurse should be suitably qualified in Mental Health. If this level of accompaniment is difficult to arrange, the RFMHS will communicate with Corrections to resolve the issue.

<p>Patient or care recipient under transport threatens or harms self, attempts suicide, becomes mentally unstable</p>	<p>Assess, provide advice to officers, treat if clinically appropriate, call for emergency support if necessary</p>	<p>Restrain or secure patient on advice of health staff, call for emergency support on advice of health staff</p>	<p>Preventing suicide or harm to others: ss41, 48 Crimes Act Preventing harm to self: s61(1) of the ID(CCR) Act DHB to delegate general powers to Corrections officers - s99B MHCAT Act, s142 IDCCR Act. [Note: Restraint must at all times be exercised by officers in a manner that is fair, legal and reasonable in the circumstances.]</p>
<p>Patient or care recipient under transport becomes physically unwell</p>	<p>Assess and treat, provide advice to officers, call for emergency support if necessary</p>	<p>Assist health staff, call for emergency support on advice of health staff</p>	<p>DHB to delegate general powers to Corrections officers - s99B MHCAT Act, s142 IDCCR Act</p>

Emergency support

In the event of emergency, the response will depend on the location of the vehicle and type of emergency.

Medical emergency:

Health staff will determine the appropriate clinical response. Officers should advise on the proximity and feasibility of reaching nearby medical facilities. Appropriate sources of support may include ringing 111 for an ambulance to meet the vehicle or driving to an emergency department, regional forensic unit, or other clinic.

Emergencies involving the threat of violence:

Officers will determine the appropriate response with advice from health staff. Appropriate sources of support may include ringing 111 for police support or driving to a police station or Corrections facility.

SCHEDULE 3
Further agreements (sectioning)

To ensure legal custody of the special patient or care recipient remains with the Department of Corrections during travel from and to prison:

Section 45 MHCAT Act travelling from prison to RFMHS:

Regional Forensic Mental Health Services (RFMHS) will not deliver the s11 assessment notice until *after* the patient is received in the Forensic Unit.

Section 46 MHCAT Act travelling from prison to RFMHS:

The prison superintendent will deliver the s46 consent letter to RFMHS *before* the patient is transported to the Forensic Service.

Section 47 MHCAT Act travelling from RFMHS to prison:

RFMHS will deliver the s47 authorising letter to the attending officers *before* the patient is transported.

Section 35(1) IDCCR Act travelling between prison and secure care facility:

The co-ordinator will specify a period under s35(1) which *excludes* the dates and times of travel between prison and care facility.

Section 34(1)(a)(i) and 34(1)(a)(ii) Criminal Procedure (Mentally Impaired Persons) Act 2003 (CPMIP Act) travelling to prison:

RFMHS will deliver the s34(1)(a)(i) or s34(1)(a)(ii) letter to attending officers *before* the patient is transported to prison.

Section 41 CPMIP Act travelling between hospital and prison:

s41(3) states that the person 'continues to be in the legal custody of the superintendent' (of the prison) throughout his or her absence.

Custodial remand from court:

Prisoners will be transported to the RFMHS or Care facility in accordance with the instructions of the Court-issued Warrant or Order to Produce. This may place the responsibility with Police, with Corrections or with the RFMHS.

SCHEDULE 4
Trip Plan form M.04.01.Form.03(a)

Trip Plan (Additional Information) for Special Patients and Special Care Recipients *(To accompany M.04.01.Form.03, completed by Department of Corrections)*
Information disclosed is relevant to ensuring the safety and security of the patient, staff and/or public.

Forensic Mental Health Nurse to complete for all transport events:

Patient Name _____ Date _____

Origin _____ Destination _____

Current Risk to Self or Others:

Other relevant current mental health condition:

Relevant medical conditions and medication:

Other factors to be aware of during transportation:

Completed by Forensic
Mental Health Nurse : _____ Date _____

This section required when transporting to the Regional Forensic Mental Health Inpatient Unit from prison OR patient is acutely unwell. To be agreed between Forensic Mental Health Nurse and Corrections Department Staff.

Medication received prior to transportation:

Clinical Observations / Interventions required during transportation: *(including frequency)*

Custodial Observations / Interventions required during transportation: *(include frequency and transfer this information into Journey Plan - M.04.01.Form.03)*

Emergency Plan (where risks are identified, what actions will be taken)

RISKS		ACTIONS

Considerations when developing Trip Plan

- Length of Journey
- Type of Vehicle
- Restraint
- Hydration requirements, temperatures
- Should Police be aware of journey
- Location of suitable secure stops

Emergency support

In the event of emergency, the response will depend on the location of the vehicle and type of emergency.

- Health staff will determine the appropriate clinical response. Officers should advise on the proximity and feasibility of reaching nearby medical facilities. Appropriate sources of support may include ringing 111 for an ambulance to meet the vehicle or driving to an emergency department, regional forensic unit, or other clinic.
- Custodial Officers will determine the appropriate response with advice from health staff. Appropriate sources of support may include ringing 111 for police support or driving to a police station or Corrections facility.

**SCHEDULE 5
Delegations**

**DELEGATION OF POWERS BY THE
PERSONS IN CHARGE OF HOSPITALS
Under section 99B of the Mental Health (Compulsory Assessment and
Treatment) Act 1992**

I,, Chief Executive Officer of
..... District Health Board, being the person in charge of
..... Hospital, in accordance with section 99B of the Mental
Health (Compulsory Assessment and Treatment) Act 1992, delegate to officers of the
Department of Corrections all of my powers, duties, and functions other than health
services that are performed by health practitioners (and except the powers of
delegation), **in relation to** the transport of special patients.

Those functions and powers shall be exercised in accordance with the requirements of
the Act and associated regulations.

The persons to whom the functions and powers are delegated by this delegation
instrument are authorised to exercise the powers and functions from the date of the
signing of this delegation.

The powers hereby delegated by me remain subject to my general control.

This delegation is made on, 20.....

Signed

Name

Chief Executive Officer

..... **District Health Board**

**DELEGATION OF POWERS BY
CO-ORDINATOR OR CARE MANAGER**
Under section 142 of the Intellectual Disability (Compulsory and Rehabilitation)
Act 2003

I,, Co-ordinator appointed under section 140 of the Intellectual Disability (Compulsory and Rehabilitation) Act 2003 / Care Manager appointed under section 141 of the Intellectual Disability (Compulsory and Rehabilitation) Act 2003 (delete as required) in accordance with section 142 of the Act, delegate to officers of the Department of Corrections all of my powers, duties, and functions other than health services that are performed by health practitioners (and except the powers of delegation), **in relation to** the transport of special care recipients.

Those functions and powers shall be exercised in accordance with the requirements of the Act and associated regulations.

The persons to whom the functions and powers are delegated by this delegation instrument are authorised to exercise the powers and functions from the date of the signing of this delegation.

The powers hereby delegated by me remain subject to my general control.

This delegation is made on 20.....

Signature

Name

Co-ordinator for region / Care Manager

SERVICE LEVEL AGREEMENT
FOR PROVISION OF SERVICES
BETWEEN
HOUSING NEW ZEALAND CORPORATION
AND
THE DEPARTMENT OF CORRECTIONS



THIS AGREEMENT is dated the 17th day of December 2012.

**BETWEEN THE SOVEREIGN IN RIGHT OF NEW ZEALAND ACTING BY
AND THROUGH THE CHIEF EXECUTIVE OF THE
DEPARTMENT OF CORRECTIONS (the "Department")**

AND HOUSING NEW ZEALAND CORPORATION (the "Corporation")

BACKGROUND

- A. The Corporation wishes to engage the Department on a contract basis to perform certain Services.
- B. The Department has agreed to perform those Services upon the terms and conditions recorded in this Agreement.
- C. This Agreement between the Corporation and the Department represents an opportunity for the two Government entities to work collaboratively towards the Government's commitment to rehabilitate Prisoners, while also contributing towards lowering the cost of social housing.
- D. Government has set out some clear targets for improving outcomes across the social, health and justice sectors under Better Public Services. This means doing as much as the Department can to reduce re-offending. Towards this goal, the Department intends to create an additional 800 jobs in prisons, which is expected to contribute to a reduction in re-imprisonments.
- E. This Agreement will provide the opportunity to deliver increased education and training to Prisoners. It also means that the Department will contribute to the education goal of more young people achieving advanced trade qualifications, diplomas, and degrees.
- F. This Agreement will also provide a unique opportunity to contribute to the rebuild of Christchurch and is congruent with the Canterbury Labour Market Recovery Programme's prime focus on developing local talent and skills.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions: In this Agreement, unless the context otherwise requires:

"Act" is a term used for drafting convenience and depending on its context means either the Corrections Act 2004, the Corrections Regulations 2005 or both those instruments together;

"Agreement" means this Service Level Agreement for the provision of Services and includes the attached Schedule;

"Code Compliance Certificate" has the meaning given to it in the Building Act 2004;

"Consents" means all necessary consents to be obtained for the purpose of undertaking the Scope of Works pursuant to all relevant legislation including inter alia the Resource Management Act 1991 and the Building Act 2004 which consents will be in a form acceptable to the Corporation;

"Prison" means the prisons specified in paragraph 1 of the Schedule;

"Prison Manager" means the Prison Manager of the Prison appointed by the Chief Executive of the Department pursuant to section 11 of the Act;

"Prisoner" is a term used for drafting convenience and as the context requires may mean a prisoner or offender, as those terms are further defined by the Act;

"Prisoner Work" means work performed by Prisoners under this Agreement and pursuant to the Act;

"Schedule" means a schedule, both schedules or any additional schedules that may be agreed, to this Agreement as the context requires;

"Scope of Works" means work to be undertaken by Corrections on the Corporation's behalf, the undertaking of the Services in accordance with this Agreement, the Consents and all relevant legislation and is to be prepared by the Corporation in accordance with paragraph 11A of the Schedule;

"Services" means the services to be performed by the Department, in accordance with clause 2.2, as are more particularly specified in paragraph 2 of the Schedule;

"Service Fee" means the fee to be paid by the Corporation to the Department for the performance of the Services, as specified in paragraph 5 of the Schedule;

"Site" means the designated area of the Prison or agreed location at which the Services are to be performed;

"Working Day" means a day of the week other than-

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
- (b) The anniversary day of the province where the Prison is located; and

- (c) A day in the period commencing with 25 December and ending with 5 January in the following year.

1.2 Interpretation: In this Agreement, unless the context otherwise requires:

- 1.2.1 Headings:** headings are inserted for convenience and shall not affect the construction of this Agreement;
- 1.2.2 Singular and Plural etc:** the singular includes the plural and vice versa. Words importing one gender include the other;
- 1.2.3 Schedules:** schedules to this Agreement are deemed to be part of the Agreement;
- 1.2.4 Parties:** reference to "parties" means the parties to this Agreement;
- 1.2.5 Persons:** a reference to "person" includes an individual, corporate, sole and any body of persons, whether incorporated or unincorporated;
- 1.2.6 Enactments:** a reference to any statute or regulation shall include any statutory modification or re-enactment of that statute or regulation;
- 1.2.7 Currency:** all dollar amounts set out in this Agreement are denominated in New Zealand dollars;
- 1.2.8 GST:** all dollar amounts set out in this Agreement are exclusive of Goods and Services Tax levied in accordance with the Goods and Services Tax Act 1985 which shall be payable in addition;
- 1.2.9 Obligations:** an obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done; and
- 1.2.10 Rights may be exercised from time to time:** a right conferred by this Agreement to do any act or thing shall be capable of being exercised from time to time.

2. SERVICES

- 2.1 Services Required:** The Corporation appoints the Department, and the Department accepts the appointment, to provide the Services to the Corporation utilising Prisoner Work on the Sites in accordance with the terms of this Agreement.
- 2.2 Provision of Services:** The Department shall provide the Services utilising Prisoner Work over the period commencing with the commencement date

specified in paragraph 3 of the Schedule and, subject to earlier termination in accordance with clause 12 or otherwise, ending on the completion date specified in paragraph 4 of the Schedule. The Services shall be provided and the Scope of Works undertaken by the Department in a prompt, proper and workmanlike manner and in accordance with all relevant legislation, bylaws or regulations, Consents and the reasonable directions of the Corporation including a priority programme of works, meeting current industry standards and incorporating the requirements of the Corporation's own quality standards as maybe updated and advised to the Department by the Corporation from time to time.

2.3 Non-exclusivity: The Site and facilities provided by the Department under this Agreement are not for the exclusive benefit of the Corporation. The Department may use the Site and facilities for any other lawful purpose, including the performance of services for any third party, provided that the Department:

2.3.1 shall give priority to performing the Services whilst this Agreement remains in force; and

2.3.2 undertakes to use its reasonable endeavours to ensure that all employees, agents and contractors of the Corporation are kept safe and that any property of the Corporation on the Site is secured and unavailable for use by any third party users of the Site.

2.4 Right of Access to Site and Facilities: The Department will agree with the Corporation appropriate protocols for access to the Site within 15 Working Days of the signing of this Agreement. It is recognised by the Department that as far as is practical the Corporation, its employees, agents and contractors shall have reasonable access to the Site for the purpose of exercising its rights and fulfilling its obligations under this Agreement.

3. PRISONER WORK

3.1 Prisoner Work: The Corporation acknowledges and agrees that the Department will be providing the Services utilising Prisoner Work and that:

3.1.1 Custody and Control: the Prison Manager will at all times retain custody and control of those Prisoners performing the Services and that such Department custodial staff as the Prison Manager considers appropriate may be present whilst the Services are being provided;

3.1.2 Number of Prisoners: the Department shall provide the Corporation with the services of the number of Prisoners specified in paragraph 15 of the Schedule and for the hours specified in paragraph 16 of the Schedule provided that if no number is specified in paragraph 15 of the Schedule and/or no hours are specified in paragraph 16 of the Schedule the Prison

Manager shall have absolute discretion to determine the number of Prisoners who may be engaged in performing the Services at any time and/or the hours of work, subject to those Prisoners having agreed to perform the Services;

3.1.3 Identity of Prisoners: the Prison Manager shall have absolute discretion to determine the identity of the particular Prisoners to be engaged in performing the Services from time to time and may remove and replace any such Prisoners at any time;

3.1.4 Unskilled Labour: the Prisoners performing the Services may not have been trained and may not be skilled to perform the Services and that the standard of performance of the Services and the quality of outputs of the Prisoners performing the Services may be reflective of this lack of training and skill and is not of the essence of this Agreement. However, every endeavour will be made to ensure quality is maintained at the standard required by the Corporation.

3.1.5 Quality of Workmanship: notwithstanding clause 3.1.4 it is recognised by the Department that minimum work standards need to be met to ensure that all Code Compliance Certificates are obtained and all the requirements of the Consents are met. The Department will provide all relevant sub trade certification to ensure compliance with relevant legislation, regulations and bylaws in respect of those Services performed.

3.2 Compliance with the Act: The Department shall ensure that the use of Prisoner Work for the performance of the Services shall comply with the requirements of the Act, including the voluntary performance of the Services by Prisoners in accordance with section 66 of the Act. Without in any way limiting any other provisions of this Agreement the Corporation agrees to abide by all directions of the Department to ensure compliance with the Act.

3.3 Site, Provisions and Facilities: The Department shall provide the Site, provisions and facilities listed in paragraph 9 of the Schedule for the provision of the Services.

3.4 Department Equipment and Materials: The Department shall provide the equipment and materials recorded in paragraph 10 of the Schedule for the provision of the Services.

4. PAYMENT FOR SERVICES

4.1 Fees: Subject to clause 11.4 and provided the Department has observed and performed its obligations described in this Agreement, particularly clause 2.2, the Corporation shall pay the Service Fee to the Department for the provision of the Services in accordance with this clause 4.1.

- 4.2 **Payment:** The Corporation shall pay the Service Fee to the Department in the manner specified in paragraph 6 of the Schedule.

5. **CORPORATION'S ADDITIONAL OBLIGATIONS**

- 5.1 **Corporation Facilities:** The Corporation shall provide and make available to the Department the facilities listed in paragraph 7 of the Schedule whilst the Department is providing the Services.
- 5.2 **Corporation Materials:** The Corporation shall, at its own expense, provide the Department with all necessary materials which are reasonably required to perform the Services including, but not limited to, the materials recorded in paragraph 8 of the Schedule, but excluding such materials as the Department has agreed to provide pursuant to clause 3.4.
- 5.3 **Technical Advice and Assistance:** The Corporation shall, at its own expense, provide to the Department such technical advice and assistance specified in paragraph 11 of the Schedule together with such other technical advice and assistance as the Department considers is reasonably necessary to enable the Services to be performed by Prisoner Work, provided that it is acknowledged that this clause relates to the advice and technical assistance to be provided by the Corporation's project manager at the Site.
- 5.4 **Security Measures Etc:** The Corporation acknowledges that the Department may have specific requirements in relation to the security, management and operation of the use of Prisoners for the performance of the Services and the Corporation agrees that it will, in respect of its employees:
- 5.4.1 **Department Policies:** familiarise itself and abide by, all Department policies and procedures in relation to Prisoners' rights, management and security matters conveyed to the Corporation by the Department; and in respect of the Corporation's contractors, agents or other independent parties, it will ensure that all parties are fully instructed and agree to comply with this clause 5.4.1.
- 5.4.2 **Compliance with Directions:** comply with all reasonable directions of the Department to ensure that such requirements are met while the Services are being performed and in respect of the Corporation's contractors, agents or other independent parties, it will ensure that all parties are fully instructed and agree to comply with this clause 5.4.2.
- 5.5 **Compliance with Directions of Custodial Staff:** Without limiting the generality of clause 5.4, the Corporation acknowledges and agrees that the Corporation will in respect of its employees; ensure compliance with all directions of the Department's custodial staff in all matters relating to the custody of Prisoners and security in general immediately and without question. In respect of the Corporation's contractors, agents or other

independent parties, it will ensure that all parties are fully instructed and agree to comply with this clause 5.5.

- 5.6 **Prisoner Rights:** The Corporation shall ensure that all employees, who will be in contact with the Prisoners performing the Services are informed of, and abide by, all information regarding the rights of Prisoners and the Department's policies and procedures in relation to Prisoners which are relevant to the operations of the Corporation as notified to the Corporation by the Department from time to time. The Corporation shall procure that all employees shall treat as confidential any personal information about a Prisoner that it becomes aware of under this Agreement, and shall not disclose any such personal information to a third party unless it has first obtained the Department's written consent or when required by an event covered under clause 14.2 of this Agreement. In respect of the Corporation's contractors, agents or other independent parties, it will ensure that all parties are fully instructed and agree to comply with this clause 5.6.
- 5.7 **Further Obligations:** The Corporation shall, at its own expense, comply with the further obligations specified in paragraph 11A of the Schedule.

6. THE DEPARTMENT'S ADDITIONAL OBLIGATIONS

- 6.1 **Compliance with Directions of the Corporation:** The Department acknowledges and agrees that, subject to its obligations under the Act, it will comply with all reasonable directions of the Corporation's project staff in all matters relating to the undertaking of the Scope of Works including the priority programme of works.
- 6.2 **Health and Safety:** The parties acknowledge and agree that each respectively have obligations under the Health and Safety in Employment Act 1992 and will therefore take the necessary steps to ensure compliance with the provisions of this legislation as it may affect them.

7. CONSUMERS GUARANTEES ACT

- 7.1 **Consumer Guarantees Act Not to Apply:** This Agreement contemplates a supply to:

7.1.1 **Non Consumer:** a person other than a consumer in terms of the Consumer Guarantees Act 1993; or

7.1.2 **Business Purposes:** a person for business purposes,

in which case the Corporation acknowledges that the supply under this Agreement is a supply for business purposes in terms of sections 2 and 43 of the Consumer Guarantees Act 1993 and the provisions of the Consumer Guarantees Act 1993 do not apply to any supply of the Services pursuant to this Agreement.

8. INTERRUPTION OF PRISONER LABOUR SUPPLY

- 8.1 **Interruption in Prisoner Supply:** The parties agree that the Department may interrupt or suspend the provision of Prisoner Work to the Corporation at any time without being in breach of this Agreement in the event of a riot, revolt, hostage situation or lockdown at the Prison or any other circumstance or situation in which the Prison Manager determines, in the Prison Manager's sole discretion for operational, safety or security reasons, that it is inappropriate to allow Prisoners to be made available for the performance of the Services. As soon as the circumstance or situation has ended, the Department will continue the provision of the Services.
- 8.2 **Effect of Interruption:** The parties will agree on the effect of any damage or loss or any other effect any interruption or suspension in the provision of Prisoner Work to the Corporation has caused, and will, if necessary, vary this Agreement under clause 11. Provided that if the interruption or suspension continues for the period specified in paragraph 12 of the Schedule, either party may terminate this Agreement by giving notice in writing to the other party, termination to take effect on the expiry of the period specified in paragraph 13 of the Schedule, such period commencing on receipt of the notice. The disputes procedure specified in clause 10 is to be fully exhausted prior to the termination of this Agreement under this clause 8.2.
- 8.3 **Prisoner Work:** For the avoidance of doubt, the Corporation expressly acknowledges that in the event that Prisoners are not available to undertake the Services for any reason specified in clause 8.1, the Department shall not be obliged to arrange for Prisoners from any other prison to be made available to perform the Services.

9. FORCE MAJEURE

- 9.1 **Force Majeure Circumstances:** Neither party will be liable for any act, omission, nor failure to fulfil its obligations under this Agreement if the act, omission or failure arises from any cause reasonably beyond its control (provided always that a lack of funds shall be deemed not to be a cause beyond a party's control). The party unable to fulfil its obligations will immediately notify the other in writing of the reasons for and the effect of such failure and will endeavour to remedy the cause of the force majeure.
- 9.2 **Effect of Force Majeure:** The parties will agree on the effect of any damage or loss or any other effect such act, omission, or failure has caused, and will, if necessary, vary this Agreement under clause 11. Provided that if the event of force majeure continues for the period specified in paragraph 12 of the Schedule either party may terminate this Agreement by notice in writing to the other party termination to take effect on the expiry of the period specified in paragraph 13 of the Schedule such period commencing on receipt of the notice.

- 9.3 **Prior Obligations:** No cause falling within clause 9.1 shall relieve any party of a duty or obligation pursuant to this Agreement which relates to a period prior to the existence of the cause and which had occurred or been incurred prior to the existence of the cause.

10. DISPUTES

- 10.1 **Informal Discussion:** The parties will take all reasonable steps to resolve any dispute that may arise under this Agreement as soon as possible by informal discussion.
- 10.2 **Mediation:** Any dispute that cannot be resolved by negotiations between the parties will be referred to mediation or to some other method of informal dispute resolution agreed to by the parties.
- 10.3 **Cost of Mediation:** The cost of mediation or other agreed method of informal dispute resolution will be met equally by the parties.
- 10.4 **Obligations Continue:** Before any dispute is resolved, both parties will continue to perform their respective obligations under this Agreement.

11. VARIATION AND REVIEW

- 11.1 **Written Variation:** This Agreement may be varied by written agreement between the parties.
- 11.2 **Review:** This provision of Services and the parties' respective rights and obligations under this Agreement will be reviewed annually in March, or more frequently at either party's request.
- 11.3 **Additional Services:** If, during the term of this Agreement, the Corporation requests the performance of, and the Department agrees to perform, additional services, the parties may complete and sign an additional version of the Schedule to record all relevant details of such additional services. Such additional services will be deemed to be Services and this Agreement will apply to such Services. The Department will retain the originals of any additional Schedules with this Agreement. For the avoidance of doubt, additional services may include the manufacture by the Department of components for refurbishment using Prisoner Work.
- 11.4 **Reduction in Services:** Notwithstanding the periodic variation and review provisions contained herein, the Corporation shall have the right at any time upon giving 5 Working Days prior notice to withdraw any particular elements of the Scope of Works to be undertaken by Prisoners, where such action is reasonably necessary to meet time constraints, achieve the issue of Code Compliance Certificates, and to meet the requirements of any Consent. In such circumstances, the Service Fee will consequently be adjusted in accordance with the corresponding value as set out in the Scope of Works.

- 11.5 Part of Agreement:** Any such variation or additional Schedules will be read together with and form part of this Agreement.

12. TERMINATION

- 12.1 Default:** In the event of any default by either party of its obligations under this Agreement, the non-defaulting party may terminate this Agreement immediately on the giving of written notice if the default complained of is not capable of remedy or, if the default complained of is capable of remedy, on the giving of written notice and the defaulting party failing to remedy the default complained of within the period specified in paragraph 14 of the Schedule, such period commencing on receipt of the notice.

- 12.2 Early Termination:** In addition, this Agreement may be terminated prior to the end date as set out in paragraph 4 of the Schedule by either party giving six months written notice of termination of this Agreement to the other party, or such other period of notice as the parties may agree.

- 12.3 Effect of Notice of Default:** Where a notice of default under clause 12.1 is served:

12.3.1 The Department will not perform further Services, except to the extent that the same is necessary to remedy the default; and

12.3.2 Each party retains the rights it has accrued under the Agreement.

- 12.4 Effect of Notice of Termination:** Where a notice of termination is served pursuant to clause 8.2, 9.2 or 12.2:

12.4.1 The Department will perform Services up to the termination date but will not perform further Services, from the particular termination date; and

12.4.2 Each party retains the rights and liabilities it has accrued under the Agreement, including the Corporation's liability to pay the Department any outstanding amounts due under this Agreement up until the date of termination.

13. NOTICES

- 13.1 Contact Address:** Any notice or communication to be given or made under this Agreement will be given or made in writing and will be made by email, facsimile, personal delivery or by post to the contact person at the facsimile number or address, and marked for the attention of that contact person. The email address, facsimile number, address and contact person for each party at the time of executing this Agreement is set out in paragraph 17 of the Schedule.

- 13.2 Receipt of Notice:** Notices will be deemed to be received:
- 13.2.1** If given by hand, upon delivery of the notice;
 - 13.2.2** If sent by facsimile transaction, upon generation of a report which confirms correct transmission of the facsimile to the facsimile number of the party set out in paragraph 17 of the Schedule provided that if such notice is transmitted on a day other than a Working Day or after 5.30pm on a Working Day, it shall be deemed to be received at 8.30am on the next Working Day;
 - 13.2.3** If sent by post, three Working Days after being posted in a pre-paid envelope to the address of the party set out in paragraph 17 of the Schedule;
 - 13.2.4** If sent by email, when receipt of the email is acknowledged by the recipient.
- 13.3** Either party may give ten (10) Working Days notice to the other, changing any of its contact details in the Schedule.

14. MEDIA RELEASES AND PROVISION OF INFORMATION

- 14.1 Media Releases:** The parties will comply with a joint communications plan to be agreed by the parties. In particular, neither party will make a media release relating to this Agreement unless it has first been approved by the other party.
- 14.2 Provision of Information:** The parties will provide such reasonable assistance and information relating to this Agreement to one another upon request, to enable the requesting party:
- 14.2.1** to fulfil its relevant responsibilities under the Ombudsman Act 1975, the Official Information Act 1982, the Privacy Act 1993, the Public Finance Act 1989, the Public Audit Act 2001, and any other legislation relevant to the performance of the Services;
 - 14.2.2** to fulfil its Minister's information requirements including briefings, speech notes, Ministerial correspondence, answers to Parliamentary Questions, Select Committee examinations and annual reporting requirements; and
 - 14.2.3** to comply with its statutory obligations, and internal and external business and accountability obligations.

15. LOSS OR DAMAGE

- 15.1 Property Loss or Damage:** During the term of this Agreement both parties agree that the replacement costs of any loss or damage to the houses, to be

refurbished, or refurbished houses (as the case may be) will be shared equally between them.

16. GENERAL

- 16.1 Counterparts:** This Agreement may be executed in any number of counterparts which counterparts, taken together, shall constitute one instrument.
- 16.2 Severability:** If any provision of this Agreement is held invalid, unenforceable or illegal for any reason this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.
- 16.3 Law of New Zealand:** This Agreement shall be governed by and construed and interpreted in accordance with the domestic law of New Zealand.
- 16.4 Whole Agreement:** The parties acknowledge that this Agreement contains the whole agreement between the parties and supersedes all or any prior oral or written undertakings, representations or commitments of any kind. No modification of this Agreement shall be of any force or effect until such modification is in writing and is signed by all parties.
- 16.5 No Assignment:** Neither party shall transfer or assign either outright or by way of security, in whole or in part, that party's interest under this Agreement.
- 16.6 Subcontracting:** Neither party shall subcontract or assign any of its rights, obligations or duties under this Agreement without the other party's prior written consent. Such consent may be given subject to conditions. A party who has subcontracted or assigned any of its rights, duties or obligations under this Agreement shall remain liable to the other party in respect of those subcontracted rights, duties or obligations. Provided that it is acknowledged by the Department that the Corporation will be employing contract staff on occasion to undertake its obligations under this Agreement.
- 16.7 Delay:** No delay, grant of time or other indulgence by any party in respect of any breach of any other party's obligations under this Agreement shall:
- 16.7.1** Operate as a waiver of or prevent the subsequent enforcement of that obligation; or
 - 16.7.2** Be deemed a delay, grant of time or other indulgence in respect of, or a waiver of, any subsequent breach.
- 16.8 Status:** The parties acknowledge that they are incapable of creating a legally binding contractual relationship with each other. Notwithstanding this incapacity, the parties agree that it is their common intention that the provisions of this Agreement be binding in honour to the end and intent that

the parties are bound as if they were capable of creating a legally binding contractual relationship.

EXECUTION

**SIGNED by MR RAY SMITH)
Chief Executive of THE)
DEPARTMENT OF)
CORRECTIONS)**

Signature

in the presence of:)

Witness Signature

Witness Name

Witness Address

Witness Occupation

**SIGNED by PHILIPPA JONES)
Acting Chief Executive of)
HOUSING NEW ZEALAND)
CORPORATION)**

Signature

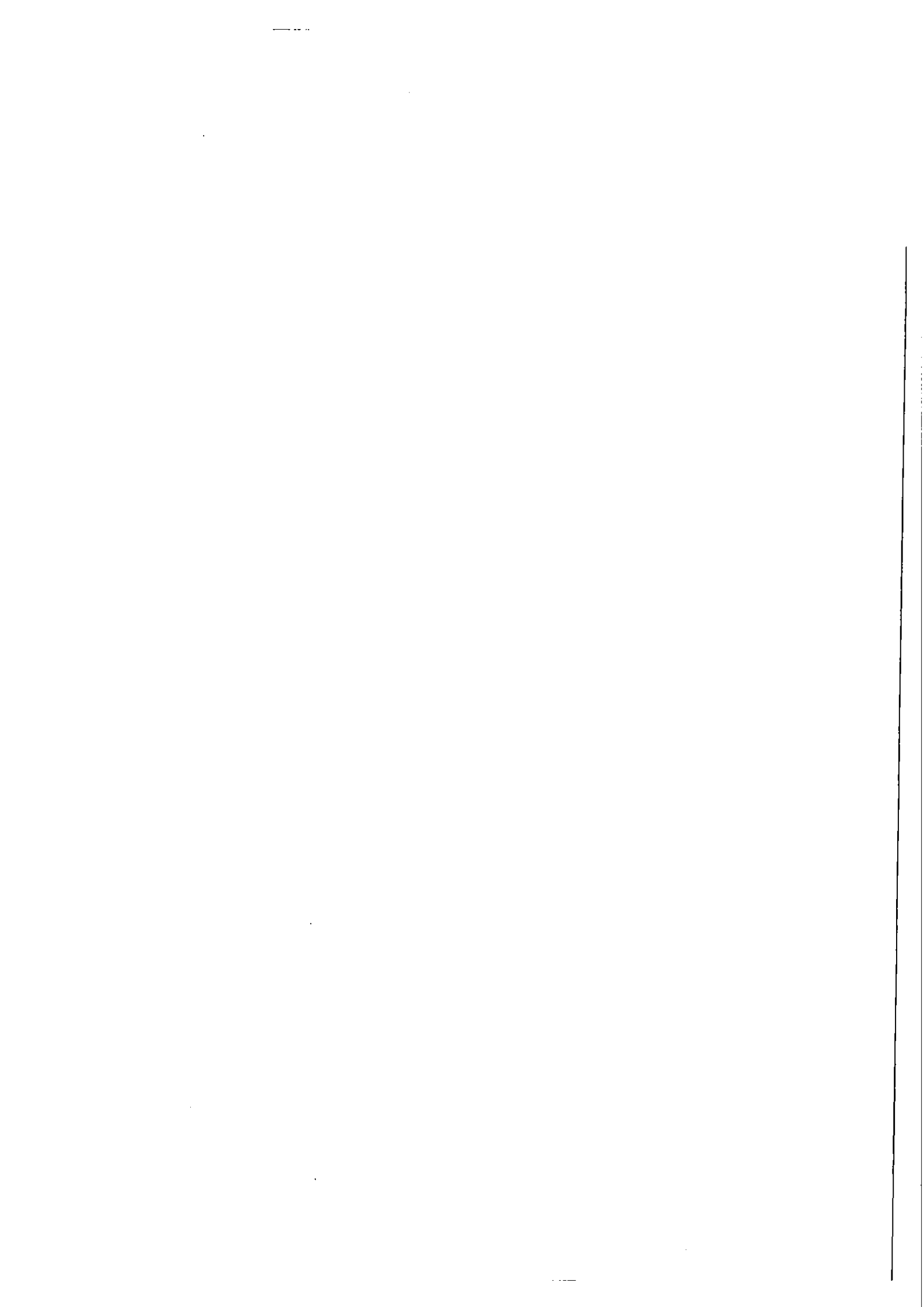
in the presence of:)
)
)

Witness Signature

Witness Name

Witness Address

Witness Occupation

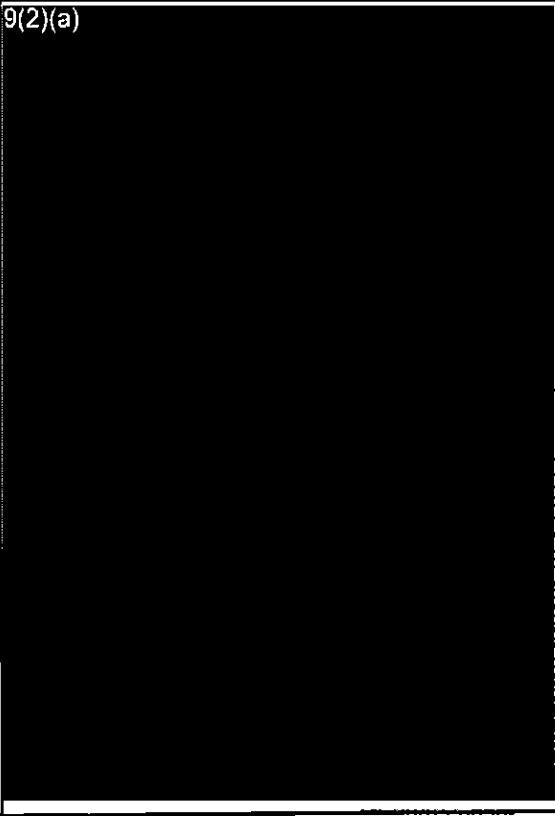


4. Completion Date of the Services	<i>30 June 2018 (subject to current government housing policy, as it may vary from period to period)</i>
5. Service Fee	<i>The Service Fee for the refurbishment of each house will be in accordance with the agreed Scope of Works. The Scope of Works will specify the costing for the refurbishment which will be at the Corporation's market rates. Such costings will be notified to the Department by the Corporation in respect of each house within 10 Working Days following the Corporation preparing the Scope of Works in accordance with paragraph 11A of this Schedule. If the Department disagrees with the costing it will need to notify the Corporation within 5 Working Days of receipt. Any changes to the costing can only be made by agreement between the parties.</i>
6. Service Fee Instalments and Payment Dates	<i>The Corporation will make payment to the Department on the 20th of the month following the receipt of a GST tax invoice from the Department subject to:</i> <i>a. Certification being received (where such is required) confirming compliance with appropriate standards of construction; and b. The Corporation's Project Manager being satisfied as to the completion of the works referred to; or c. Any request by the Department for part payment for identifiable work completed being agreed between the Corporation and the Department.</i>

<p>7. Facilities to be provided by the Corporation</p>	<p>1) <i>The Corporation has provided the Department a refurbished building for use as an administration building. The Corporation will retain ownership of this building and will pay for all required maintenance and repairs. The Department will pay for the operating costs of the building. At the expiration or earlier termination of this Agreement the Department shall have first option to purchase the building. If the Department does not purchase the building the Corporation shall remove it from the Site at its own expense.</i></p> <p>2) <i>The Corporation has provided a shell for use as a Prisoner instruction facility. The shell has been purchased by the Department and the Department will pay for all required maintenance and repairs, and all associated operating costs.</i></p>
<p>8. Materials to be provided by the Corporation</p>	<p>1) <i>The Corporation will provide all materials required for each refurbishment, which includes raw materials and consumables.</i></p> <p>2) <i>All materials must be provided at the Site by the Corporation and be accompanied by appropriate delivery dockets.</i></p>
<p>9. Site Facilities and Provisions to be provided by the Department.</p>	<p>1) <i>The Department will provide the Site for the undertaking of the Services.</i></p> <p>2) <i>The Department will maintain the shell provided by the Corporation for use as a Prisoner instruction facility.</i></p> <p>3) <i>The Department will provide any additional facilities and infrastructure required at the Site, including:</i></p> <ul style="list-style-type: none">- <i>a secure work site.</i>- <i>a limited storage area for 5 completed houses.</i>- <i>a copy of all of the Department's policies that the Corporation is required to comply with.</i>- <i>all associated administrative services.</i>- <i>the Department staff and Prisoner facilities, including all required tutor staff and supervisors.</i>

10. Equipment and Materials to be provided by the Department	<i>Tools, equipment and utilities plus occupational safety and health (OSH) compliant consumables.</i>
11. Technical Advice and Assistance to be provided by the Corporation	<i>1) All expertise deemed necessary for both parties to ensure house refurbishments meet the standards of the Corporation as per the Corporation's Work Instructions and Quality Assurance documentation.</i> <i>2) To provide support on OSH and hazard management. The provision of such support does not derogate from the parties' respective responsibilities under clause 6.2.</i> <i>3) The Corporation's Work Instructions and Quality Assurance documentation.</i>

<p>11A. Further obligations of the Corporation</p>	<p>1) <i>The Corporation will provide a detailed Scope of Works, costed at the Corporation's market rate, for each house to be refurbished.</i></p> <p>2) <i>The number of refurbishments will be a minimum of 25 per annum (subject to current government housing policy, as it may vary from period to period).</i></p> <p>3) <i>The Corporation, in consultation with the Department, will agree a timetable for the refurbishment of each house, such timetable to be incorporated into the Scope of Works.</i></p> <p>4) <i>The Corporation undertakes to have all raw materials and other supplies available in accordance with the agreed timetable. The Corporation will give notice as soon as practicable to the Department of the non-availability for whatever reason of the raw materials or other supplies.</i></p> <p>5) <i>The Corporation or its representatives will at their cost:</i></p> <ul style="list-style-type: none"> - <i>have all houses for relocation transported to, positioned on, and transported from the Site;</i> - <i>be responsible for the removal of Site rubbish arising from the works and will provide rubbish skips to facilitate this;</i> - <i>be responsible for signing off the final quality check of each refurbished house prior to transporting off the Site;</i> - <i>be responsible for all Consents and council sign off requirements for all houses prior to transporting houses off the Site.</i>
<p>12. Period of Force Majeure/ Interruption</p>	<p><i>10 Working Days</i></p>
<p>13. Period of Notice before Termination</p>	<p><i>6 calendar months</i></p>
<p>14. Time to remedy Breach</p>	<p><i>Within 10 Working Days of the agreed timeframe</i></p>
<p>15. Number of Prisoners to be provided to perform the Services</p>	<p><i>To be determined by the Department.</i></p>

16. Number of hours for which the Prisoners will be provided	<i>To be determined by the Department to meet the Corporation's productivity requirements but without compromising the Department's obligations under the Act, including security and custodial responsibilities.</i>
17. Contact Details and Address for Notices	9(2)(a) 

SCHEDULE FOR SERVICE LEVEL AGREEMENT

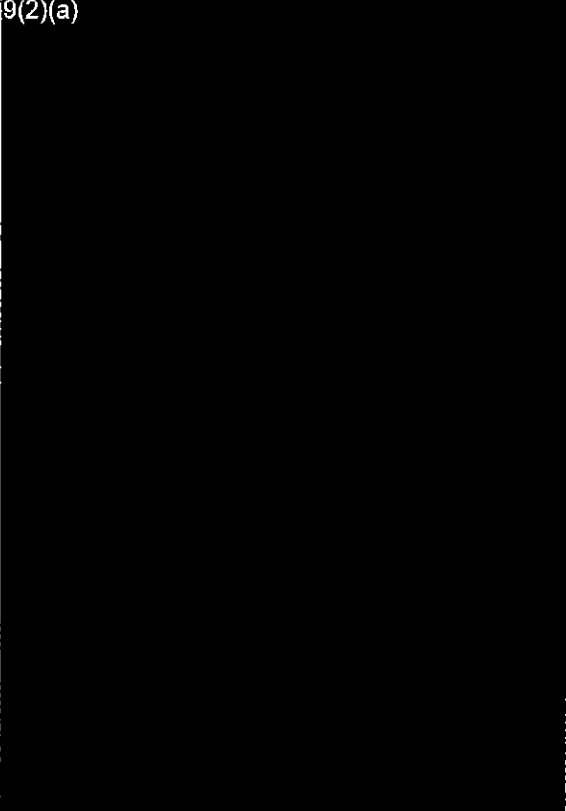
**Department of Corrections and Housing New Zealand
Corporation**

1.	Prison	<i>Rolleston Prison, Christchurch</i>
2.	Services to be Performed	<p>1) <i>The Department will provide Prisoner Work to refurbish approximately 30 houses per annum at the Site subject to current government housing policy. The Scope of Works should incorporate the Corporation's quality standard for each house. Subject to clause 11.3 and 11.4, the Scope of Works is to include the supply of components such as laundry, bathroom and kitchen cabinetry where the Department can supply these components.</i></p> <p>2) <i>The Department will store up to 5 completed houses to meet the Corporation's requirements for a maximum period of 12 months per house.</i></p> <p>3) <i>The Department will keep a reconciliation of all raw materials received from the Corporation and will forward the same to the Corporation if required.</i></p> <p>4) <i>The Department will provide a detailed invoice for payment at the completion of each house once the Code Compliance Certificate has been received. The invoice will be as per the Scope of Works provided for each house.</i></p> <p>5) <i>The Department will take all reasonable security steps to ensure the Corporation's materials remain safe whilst on the Site.</i></p> <p>6) <i>The Department shall use its reasonable endeavours to give due diligence and priority to the requirements of the Corporation and at all times provide the Services in accordance with the Corporation's Scope of Works, its priority programme, Work Instructions and Quality Assurance documentation.</i></p>
3.	Commencement Date of the Services	<i>1 December 2012 (or earlier or later by mutual agreement)</i>

<p>4. Completion Date of the Services</p>	<p>30 June 2018 (subject to current government housing policy, as it may vary from period to period)</p>
<p>5. Service Fee</p>	<p>The Service Fee for the refurbishment of each house will be in accordance with the agreed Scope of Works. The Scope of Works will specify the costing for the refurbishment which will be at the Corporation's market rates. Such costings will be notified to the Department by the Corporation in respect of each house within 10 Working Days following the Corporation preparing the Scope of Works in accordance with paragraph 11A of this Schedule.</p> <p>If the Department disagrees with the costing it will need to notify the Corporation within 5 Working Days of receipt. Any changes to the costing can only be made by agreement between the parties.</p>
<p>6. Service Fee Instalments and Payment Dates</p>	<p>The Corporation will make payment to the Department on the 20th of the month following the receipt of a GST tax invoice from the Department subject to:</p> <ul style="list-style-type: none"> a. Certification being received (where such is required) confirming compliance with appropriate standards of construction; and b. The Corporation's Project Manager being satisfied as to the completion of the works referred to; or c. Any request by the Department for part payment for identifiable work completed being agreed between the Corporation and the Department.
<p>7. Facilities to be provided by the Corporation</p>	<p>1) The Corporation will work with the Department to establish a facility at the Site, with the Corporation providing two houses, one for the purpose of an office and one for a tea room/ablution block. Ownership of the two houses will pass to the Department and the Department will pay for all required maintenance and repairs, and all associated operating costs.</p> <p>2) The Corporation will provide a shell for use as a Prisoner instruction facility. The shell will be purchased by the Department and the Department will pay for all required maintenance and repairs, and all associated operating costs.</p>

8. Materials to be provided by the Corporation	<p>1) <i>The Corporation will provide all materials required for each refurbishment, which includes raw materials and consumables.</i></p> <p>2) <i>All materials must be provided at the Site by the Corporation and be accompanied by appropriate delivery dockets.</i></p>
9. Site Facilities and Provisions to be provided by the Department.	<p>1) <i>The Department will provide the Site for the undertaking of the Services.</i></p> <p>2) <i>The Department will refurbish the shell provided by the Corporation for use as a Prisoner instruction facility.</i></p> <p>3) <i>The Department will provide any additional facilities and infrastructure required at the Site, including:</i></p> <ul style="list-style-type: none">- <i>a secure work site.</i>- <i>a limited storage area for 5 completed houses.</i>- <i>a copy of all of the Department's policies that the Corporation is required to comply with.</i>- <i>all associated administrative services.</i>- <i>the Department staff and Prisoner facilities, including all required tutor staff and supervisors.</i>
10. Equipment and Materials to be provided by the Department	<p><i>Tools, equipment and utilities plus OSH compliant consumables.</i></p>
11. Technical Advice and Assistance to be provided by the Corporation	<p>1) <i>All expertise deemed necessary for both parties to ensure house refurbishments meet the standards of the Corporation as per the Corporation's Work Instructions and Quality Assurance documentation.</i></p> <p>2) <i>To provide support on OSH and hazard management. The provision of such support does not derogate from the parties' respective responsibilities under clause 6.2.</i></p> <p>3) <i>The Corporation's Work Instructions and Quality Assurance documentation.</i></p>

<p>11A. Further obligations of the Corporation</p>	<p>1) <i>The Corporation will provide a detailed Scope of Works, costed at the Corporation's market rate, for each house to be refurbished.</i></p> <p>2) <i>The number of refurbishments will be 30 per annum (subject to current government housing policy, as it may vary from period to period).</i></p> <p>3) <i>The Corporation, in consultation with the Department, will agree a timetable for the refurbishment of each house, such timetable to be incorporated into the Scope of Works.</i></p> <p>4) <i>The Corporation undertakes to have all raw materials and other supplies available in accordance with the agreed timetable. The Corporation will give notice as soon as practicable to the Department of the non-availability for whatever reason of the raw materials or other supplies.</i></p> <p>5) <i>The Corporation or its representatives will at their cost;</i></p> <ul style="list-style-type: none"> - <i>have all houses for relocation transported to, positioned on, and transported from the Site;</i> - <i>be responsible for the removal of Site rubbish arising from the works and will provide rubbish skips to facilitate this;</i> - <i>be responsible for signing off the final quality check of each refurbished house prior to transporting off the Site;</i> - <i>be responsible for all Consents and council sign off requirements for all houses prior to transporting houses off the Site.</i>
<p>12. Period of Force Majeure/ Interruption</p>	<p><i>10 Working Days</i></p>
<p>13. Period of Notice before Termination</p>	<p><i>6 calendar months</i></p>
<p>14. Time to remedy Breach</p>	<p><i>Within 10 Working Days of the agreed timeframe</i></p>
<p>15. Number of Prisoners to be provided to perform the Services</p>	<p><i>To be determined by the Department.</i></p>

16. Number of hours for which the Prisoners will be provided	<i>To be determined by the Department to meet the Corporation's productivity requirements but without compromising the Department's obligations under the Act, including security and custodial responsibilities.</i>
17. Contact Details and Address for Notices	9(2)(a) 

A background illustration of a landscape with a coat of arms in the center, mountains in the distance, and a fence in the foreground.

Memorandum of Understanding

in Relation to the

Reallocation of Property for
Management and then Disposal

Between

Land Information New Zealand

and

Department of Corrections

Contents

1. INTRODUCTION AND SCOPE	3
2. BACKGROUND	3
3. DEFINITIONS	4
4. LINZ'S ROLE	5
5. CORRECTIONS ROLE	5
6. LAND AND IMPROVEMENTS	6
7. CHATTELS	6
8. PROCESS	7
9. TRANSITION PROCESS AND PERIOD	8
10. DECISION MAKING	9
11. FINANCIAL MATTERS	9
12. REPORTING	11
13. COMMUNICATIONS	11
14. WITHDRAWAL AND TERMINATION	11
15. MATERIAL CHANGES OF CIRCUMSTANCES	12
16. VARIATIONS	12
17. CROWN PARTIES	12
18. NOTICES	12
19. DISPUTE RESOLUTION AND SUSPENSION	12
20. CONFIDENTIALITY	13
21. KEY CONTACTS	13
22. ATTESTATION	15

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE REALLOCATION OF PROPERTY FOR MANAGEMENT AND THEN DISPOSAL BETWEEN:

LAND INFORMATION NEW ZEALAND ("LINZ")

AND

DEPARTMENT OF CORRECTIONS ("Corrections")

Dated this 25th day of FEBRUARY, 2013

1. INTRODUCTION AND SCOPE

- 1.1. This Memorandum of Understanding (**MoU**) provides a framework for LINZ and Corrections (the **Parties**) to work together in managing the disposal of surplus Corrections' **Property**. It is an enduring framework under which Properties can be added or removed.
- 1.2. This **MoU** commences on the date of execution by the **Parties'** most senior executives and shall terminate as set out in clause 14 (Withdrawal and Termination).
- 1.3. This **MoU** outlines the roles, relationship, accountabilities, responsibilities and expectations of the **Parties** with regard to the holding and disposal of the Properties covered by this **MoU**.
- 1.4. The guiding principle is both **Parties** will carry out their roles and responsibilities efficiently and effectively, in the best interests of the Crown.

2. BACKGROUND

- 2.1. Corrections is the Government Department responsible for the management of more than 8,500 prisoners throughout New Zealand and more than 40,000 offenders serving sentences and orders in the community.
- 2.2. Corrections constantly reviews and improves its operations. As part of this ongoing review Corrections has identified Wellington and New Plymouth prison as surplus to requirements. Other Properties are under review and may become surplus in the future.
- 2.3. Managing the disposal of these Properties is not core business for Corrections, is difficult and the disposal process detracts from Corrections' key priorities.
- 2.4. LINZ has considerable experience in the disposal of Crown-owned land, having successfully operated a **Property** disposal programme which is well refined, and has the capability to meet policy and statutory considerations within appropriate timeframes.

- 2.5. In terms of efficiency, It is considered that LINZ is well placed to manage the disposal of Properties which will allow Corrections to free up resources and funding to focus on other priority operational matters.
- 2.6. LINZ has developed a value proposition to be the Government's Crown Land Centre of Expertise. One area of this being the provision of assistance with Crown Property disposals.
- 2.7. Corrections and LINZ have therefore agreed that once notified by Corrections, LINZ should hold and manage the Property with the intention of LINZ completing the disposal process. The Parties acknowledge that the disposal process is complex and will take a period of time to proceed through the various stages of statutory and policy clearances.

3. DEFINITIONS

For the purpose of the interpretation or construction of this MoU and the Background recitals, unless the context permits otherwise:

Anticipated Disposal Period - Means the period of time, following the **Handover date**, that the Parties reasonably anticipate will be required to complete the disposal of the Property. Refer item 1 of the **Property Schedule** annexed to this MoU.

Budget - Means the **budget** agreed by the Parties for the ongoing operation, management and disposal of the Property, in respect of which funding shall be provided by Corrections.

Corrections - Means the Department of Corrections, its agents or suppliers.

Handover Date - Refers to the effective date following which LINZ confirms in writing to Corrections that the:

- The Transition Process is completed to the satisfaction of both Parties; and
- The reallocation of the Property to LINZ's Non-Departmental balance sheet is complete.

LINZ - means Land Information New Zealand, its agents or suppliers.

Property or Properties - Refers to the Property or Properties detailed in item 2 of the **Property Schedules** annexed to this MoU. **Property** refers to both land and improvements.

Property Schedule - Refers to the **Property Schedule** annexed to this MoU, as amended by the Parties from time to time.

Parties - Refers to:

- Land Information New Zealand (LINZ)
- Department of Corrections (Corrections)

Target Handover Date - Means the anticipated date for the handover of the Property to LINZ.

Transition Period - Refers to the period:

- Commencing from the date that a Property is added to this MoU by way of the annexure of a **Property Schedule**, and terminating on the **Handover date**.

Transition Process – Refers to the process outlined in this **MoU** during which Corrections shall supply as requested and LINZ shall collate and assess the information necessary to prudently manage and dispose of the **Property**, including the preparation of the operating, management and disposal **Budget**.

4. LINZ'S ROLE

4.1 LINZ shall be responsible for:

- a. the management of the **Property** from the **Handover date** until the disposal is complete, including maintenance (taking into account any special heritage requirements) and security;
- b. the preparation and commissioning of any reports during the **Transition Period** required for the management and disposal of the **Property** following the **Handover date**;
- c. all matters associated with Crown Property disposals, including those relating to the settlement of Treaty of Waitangi claims;
- d. all activities associated with the disposal i.e. surveys, subdivisions, amalgamations, removal of encumbrances, conveyancing etc;
- e. the preparation, administration and operation of the **Budget** for the ongoing management of the **Property** pending disposal and the disposal process.
- f. keeping Corrections up to date and aware of any relevant issues.

5. CORRECTIONS ROLE

5.1 Corrections shall be responsible for:

- a. declaring the **Property** no longer required for the purpose for which it is held, and advising LINZ;
- b. organising the revocation of the Gazette notice that the land is used as a prison and the designation under the Resource Management Act 1991;
- c. the commissioning of a current market valuation (CMV) for the **Property**. Corrections is responsible for all gains and losses relating to revaluations of assets prior to handover.
- d. the completion and submission of the **Property** details and other pertinent information, for the **Property Schedule** template;
- e. the completion of a preliminary **Budget** which provides for the ongoing management of the **Property** pending disposal and the disposal process by LINZ;
- f. providing LINZ with all known pertinent historical and current information, records and reports associated with the **Property** that will, or are likely to, affect LINZ's ability to carry out its management and disposal roles and/or the cost of those roles. By way of example this may include, but is not limited to, property management, facilities management, asset management, seismic, health & safety, asbestos,

general condition, structural, contamination, heritage, building compliance, hazard and risk matters;

- g. providing LINZ with any reports in respect of clause 5.1(f) above that have been commissioned by Corrections, once they are available;
- h. payment to LINZ in advance and per invoice terms for the operational costs established in the Budget for the management and disposal processes.

5.2 The management and financial responsibilities are summarised in the following table

Item	Management/Accountability	Financial Responsibility
Pre/Handover		
General running costs (includes maintenance, fire protection, insurance, rates and security)	Corrections	Corrections
Cost of capital	Corrections	Corrections
Current market valuation	Corrections	Corrections
Property inspection and due diligence	LINZ	Corrections
Post/Handover		
General running costs (includes maintenance, fire protection, insurance, rates and security)	LINZ	Corrections, via invoice from LINZ
Cost of capital	Ceases on handover	
Disposal processes (including all statutory clearances and such matters as conveyancing and surveys)	LINZ	Corrections, via invoice from LINZ
Unexpected liabilities – those that were not known or disclosed at the Handover Date	LINZ	Corrections, via invoice from LINZ
Unexpected liabilities – those caused by LINZ after the Handover Date	LINZ	LINZ

6. LAND AND IMPROVEMENTS

- 6.1. The land and improvements are recorded in Sections 2 and 3 of the **Property Schedule** to this MoU. As at the **Handover Date** all land and improvements at the **Property** listed will become the responsibility of LINZ.
- 6.2. Unless otherwise requested by Corrections prior to handover, all improvements associated with the **Property's** land and buildings are to be disposed of by LINZ. It is acknowledged that some improvements may need to be removed and/or demolished by LINZ to facilitate the disposal process. These shall be mutually agreed by the Parties and the cost for demolition will be included within the **Budget**.

7. CHATTELS

- 7.1. A list of all chattels for each **Property** which shall reallocate from Corrections to LINZ at the **Handover Date** is recorded in Section 4 of the **Property Schedule** annexed to this MoU.
- 7.2. In the event that any further chattels (not included in Section 4 of the **Property Schedules** to this MoU) are identified after the **Handover Date** the **Parties** shall enter into discussions regarding how these should be

dealt with. It is acknowledged that that may impact on the **Budget** and/or timelines for the disposal of the **Property**.

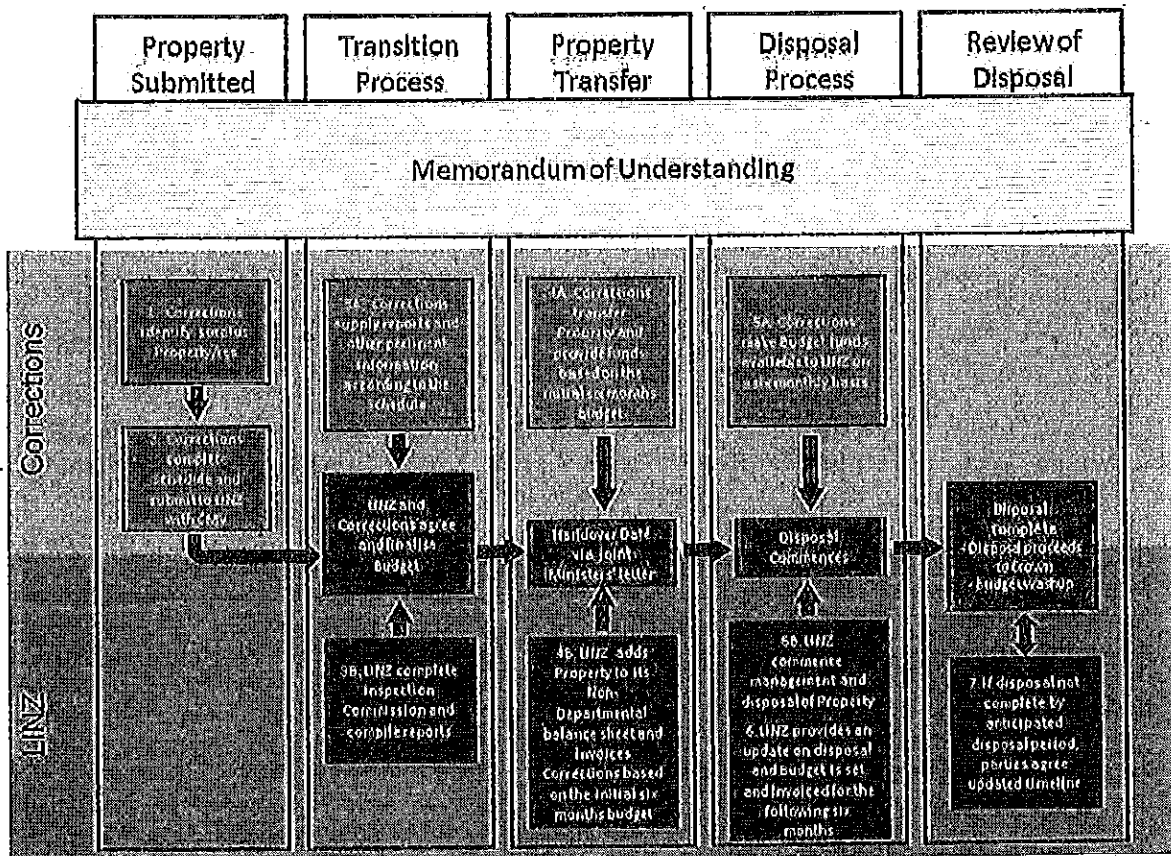
8. PROCESS

- 8.1. The process that shall apply to a **Property** under this **MoU** is outlined below and represented by the process flowchart following:
- a. Corrections identifies **Property** that is available for disposal and declares it is no longer required for the purpose for which it is held prior to Handover;
 - b. Corrections completes the **Property Schedule** and submits it to LINZ for annexing to this **MoU**;
 - c. The **Transition Process** shall incorporate the matters included in clause 9 (Transition Process and Period);
 - d. The Gazette notice that the land is used as a prison and the designation under the Resource Management Act 1991 will be revoked prior to handover. Organising these revocations will be the responsibility of Corrections;
 - e. The **Property** will be reallocated to LINZ on the **Handover Date**, which involves:
 - i. Corrections reallocates the **Property** to LINZ;
 - ii. Corrections and LINZ agree on the initial six months operational **Budget** to manage and dispose of the **Property**;
 - iii. LINZ invoices Corrections in advance based on the operational **Budget** as outlined in 8.1(e)(ii), Corrections to make payment as per the terms of the invoice;
 - iv. LINZ adds the **Property** onto its Non-Departmental balance sheet;
 - f. LINZ takes over management of the **Property** and commences the disposal process;
 - g. LINZ provides six monthly progress reports on the disposal and **Budget** in accordance with clause 11.6;
 - h. Corrections and LINZ review and agree the costs for each upcoming six month period;
 - i. LINZ invoices Corrections on a six monthly basis (in advance), based on the updated costs;
 - j. Statutory and policy disposal processes are completed;
 - k. If the disposal is not completed by the end of the **Anticipated Disposal Period**, LINZ will provide Corrections with a disposal status report and a revised **Anticipated Disposal Period**;

- I. LINZ and Corrections will agree on revised timeframes and **Budgets** for disposal of the **Property**.

9. TRANSITION PROCESS AND PERIOD

- 9.1. **The Transition Process** is designed to allow the **Parties** time to prepare and consider all of the relevant information that needs to be collated and developed to allow for the transition of the **Property** from Corrections to LINZ, including the preparation of the **Budget** for agreement by the **Parties**.
- 9.2. As soon as is practically possible after the **Property Schedule** is submitted by Corrections, LINZ may choose to conduct an inspection of the **Property**. The inspection will be used to establish the condition of the structures, services, and other factors which may affect the management or disposal of the **Property**.



- 9.3. As Properties are added the **Parties** shall agree the position in respect of any existing tenancies, and document any decisions made.
- 9.4. Corrections shall make available to LINZ for the purpose of preparing its operating **Budget** any relevant current operating **Budget** information including current service contracts in respect of the **Property**.

- 9.5. LINZ will notify Corrections of any service contracts that will not be required by LINZ following handover and Corrections shall be responsible for termination of those contracts from the **Handover Date**, at its cost. LINZ shall take responsibility for all remaining contracts. Corrections will assign the contracts as necessary.
- 9.6. Prior to the **Handover Date** Corrections will notify service contractors and any other relevant **Party** of LINZ's details for any change in billing for invoices and communications, etc.
- 9.7. Prior to the **Handover Date**, Corrections will notify the appropriate local authority/ies of LINZ's details for any change in billing for rating invoices and communications etc.
- 9.8. Should at any stage after the **Handover Date**, LINZ become aware of any material contractual or other obligation which was not disclosed or made known to LINZ prior to handover, then LINZ will have the ability to either accept assignment of that contract or obligation or require that Corrections terminate the contract or obligation and meet any outstanding costs and costs associated with the termination. Should LINZ accept assignment of the contract or obligations, Corrections shall provide additional **Budget** for such costs by means of payment on invoice and/or provision in the **Budget** as is appropriate and required in the circumstances.
- 9.9. The **Parties** acknowledge that during the **Transition Process** LINZ may incur costs associated with the process, for example, property inspection costs under clause 9.2, or the commissioning of reports etc. and Corrections shall reimburse LINZ for such reasonable costs. Any such costs must be submitted by LINZ to Corrections for approval before they are incurred. All approved costs will be reimbursed by Corrections as soon as practicable prior to the **Handover Date**.
- 9.10. The **Transition Period** shall conclude on the **Handover Date**.
- 9.11. In the event all **Transition Process** activities have not been fulfilled by the **Target Handover Date** then the **Parties** shall endeavour to work together to complete the **Transition Process** as promptly as possible.

10. DECISION MAKING

- 10.1. Unless otherwise stated in this **MoU**, following the **Handover Date** LINZ shall be responsible for making all decisions on the management of the disposal of the **Properties** that Corrections would have otherwise made had the **Properties** not been reallocated to the LINZ Non- Departmental balance sheet.
- 10.2. These decisions are in addition to, and separate from the statutory powers and functions that must be exercised by the Minister of Lands or Chief Executive of LINZ for a disposal under the Public Works Act 1981.

11. FINANCIAL MATTERS

- 11.1. The guiding principle in financial dealings between the **Parties** is Corrections will cover the costs that would ordinarily arise in the course of disposing of these **Properties**.
- 11.2. Following the inspection of the **Properties**, and on receipt of all information requested from Corrections and other sources, LINZ shall prepare a

preliminary **Budget** for the **Anticipated Disposal Period** which shall be noted in the **Property Schedule**.

- 11.3. The **Parties** shall review the preliminary **Budgets** submitted in the **Property Schedule** and agree the **Budget**.
- 11.4. Prior to **Property** being reallocated to LINZ, all appropriations required by LINZ to manage the **Property** must have been approved through baseline update processes.
- 11.5. Prior to the **Handover Date** LINZ will invoice Corrections for the amount agreed to in the initial six month **Budget**. Corrections must make payment in accordance with the terms of the invoice.
- 11.6. Unless otherwise authorised by Treasury, reallocation of the **Property** shall be at the current market value. This must be supported by a valuation report less than 6 months old.
- 11.7. Every six months, aligned with the baseline update process, the **Parties** shall review the previous six month's actual costs and agree any adjustments for the next six month period. The reconciliation shall result in a wash-up and an unders/overs reimbursement invoice / payment between the **Parties**.
- 11.8. LINZ shall invoice Corrections for the revised amount. Corrections must make payment in accordance with the terms of the invoice.
- 11.9. LINZ shall be responsible for the management and administration of expenditure in accordance with the agreed **Budget** for the duration of the management and disposal processes.
- 11.10. In the event that undisclosed or unexpected liabilities are discovered which result in an unexpected financial obligation for LINZ, Corrections accepts that it may be required to meet those costs. The process regarding additional costs is outlined below:
 - a. LINZ identifies the expense or obligation and determines whether it is an unexpected or undisclosed matter resulting in additional financial obligations for LINZ. If so LINZ shall advise Corrections of such and provide details of the additional costs;
 - b. If Corrections consider that the claim is beyond the anticipated scope of the disposal, LINZ and Corrections will meet and discuss the claim and agree on a suitable resolution;
 - c. Once resolved LINZ will invoice Corrections outside of the six monthly billing in advance cycle;
 - d. LINZ shall be entitled to charge Corrections for any consultancy or other work (of any nature) requested by Corrections that falls outside the scope of this agreement.
- 11.11. After handover to LINZ, in the event of a loss on disposal or revaluation, LINZ will be responsible for securing an appropriation to cover this expense.
- 11.12. Prior to settlement of disposal, the **Parties** will meet and document responsibilities for any post sale obligations.

11.13. Any disposal proceeds received by LINZ on disposal of **Property** covered under the **MoU** will be returned to the Crown future Investment fund.

12. REPORTING

12.1. The Parties as soon as practicable after **Handover Date** will agree an acceptable frequency and timing for reporting.

12.2. Reports that will be provided by LINZ will be;

- a. a report advising of the progress made in relation to the disposal of the **Property** and the envisaged dates for future milestones associated with the disposal;
- b. a financial report which shall include details of actual vs **Budget** costs, and a reconciliation including an appropriate unders/overs wash-up between the **Parties**.

12.3. LINZ and Corrections shall have a budget review and agree on the **Budget** for the current year and outyear expenses for insertion into each **Parties** baseline update no later than 1 month prior to the Treasury deadline (i.e. OBU, FBU, BEFU).

12.4. If at the conclusion of the **Anticipated Disposal Period** the **Property** has not been disposed of, LINZ shall meet with and provide a report to Corrections which in addition to the requirements of clause 11.1 shall propose a revised **Anticipated Disposal Period** and **Budget**.

12.5. In the case of multiple **Properties** managed under this **MoU** reports can be consolidated by mutual agreement.

13. COMMUNICATIONS

13.1. LINZ and Corrections agree to operate in good faith and in a manner which encourages good communications. The relationship between the two **Parties** will be the responsibility of and owned by Senior Management noted under clause 21 (Key Contacts) of this **MoU**.

13.2. Following the execution of this **MoU**, a communications plan will be developed and agreed. This communications plan will contain ongoing communication protocols, responsibilities for dealing with media enquiries and key messages in relation to the **Property** disposal programme. At a minimum, the communications plan will have reciprocal obligations to consult with the other Party prior to any public statements relevant to the **Property**.

13.3. The communications plan will be updated as required to include key messages and any activities related to a specific disposal, prior to the disposal process beginning and in order of the **Property Schedule**.

14. WITHDRAWAL AND TERMINATION

14.1. At any time, Corrections may withdraw a **Property** from the Process set out in clause 8 (Process) of this **MoU** by withdrawing the relevant parts of the **Property Schedule** and advising LINZ in writing.

- 14.2. Where a **Property** is withdrawn the **Parties** will meet to discuss the reallocation process.
- 14.3. At any time prior to the **Handover Date**, LINZ may advise that it does not wish to accept a **Property** under the **MoU** and in such a case the **Property** shall remain the responsibility of Corrections.
- 14.4. The termination of this **MoU** may be mutually agreed by the **Parties** at any time or, in the absence of any mutual agreement, by either **Party** giving the other **Party** six months' notice in writing.
- 14.5. At least every five years the **Parties** will meet to review and update the **MoU**.

15. MATERIAL CHANGES OF CIRCUMSTANCES

- 15.1. Each **Party** has a responsibility to the other to promptly notify any material information or change of circumstances that may become known that may affect the other **Party**. In this event, the **Parties** shall meet to agree appropriate solutions, subject to clause 19 (Dispute Resolution and Suspension).
- 15.2. If, on being notified, the **Parties** agree, or in the event of dispute, the notifying **Party's** view is confirmed under clause 19 (Dispute Resolution and Suspension), then the performance of this **MoU** or the relevant part of it, shall be suspended until the circumstances no longer apply.

16. VARIATIONS

- 16.1. Variations to this agreement may be mutually agreed by the **Parties** at any time, but they must be in writing.

17. CROWN PARTIES

- 17.1. This **MoU** is intended to have effect that does not give rise to legally enforceable obligations. The **Parties** acknowledge that they are each part of the Crown without separate legal personality and that, as such, it is not possible for them to form legal relations or make an agreement with each other that is capable of legal enforcement. Notwithstanding that, the **Parties** record that it is their intention that they shall each honour and perform the rights and obligations set out in this **MoU**. The **Parties** acknowledge that, where appropriate, time is of the essence.

18. NOTICES

- 18.1. Unless otherwise specifically expressed as to the required method of notification, notification shall be in writing or by email to the **Parties** Key Contacts.

19. DISPUTE RESOLUTION AND SUSPENSION

- 19.1. In the event of a dispute or a suspension between the **Parties** the Property Management / Disposals Key Contacts listed in clause 21 (Key Contacts) will endeavour to resolve the issue in the first instance. In the second instance it will escalate to the Senior Management Key Contacts listed in clause 21 (Key Contacts). If a resolution cannot be reached the most senior

executives shall meet in good faith to resolve the dispute and failing that the dispute shall be referred to the respective Ministers or their nominees.

20. CONFIDENTIALITY

20.1. Subject to the provisions of the Official Information Act 1982, the provisions of this MoU and the information contained within the **Property Schedule** shall remain confidential between the **Parties**.

21. KEY CONTACTS

	LINZ Contact	Corrections Contact
Senior Management	Bill Naik Manager Crown Property Management DDI: 04 460 0158 bnaik@linz.govt.nz	David Linstrom Director - Property DDI: (04) 463 0470 David.Linstrom@corrections.govt.nz
Property Management	Phil Royle Team Manager Crown Property Management 04 460 0154 proyle@linz.govt.nz	Evan Nind Facilities Maintenance Manager Property Group 04 470 2889 Evan.Nind@corrections.govt.nz
Property Disposals	Margaret Kennedy Team Manager Forests, Treaty of Waitangi and Disposals 04 460 0157 mkennedy@linz.govt.nz	Rob Hunter Manager RMA and Land Management Property Group 04 460 3000 Robert.Hunter@corrections.govt.nz


22. ATTESTATION

This Memorandum of Understanding concerning the reallocation of property for management and then disposal is signed on behalf of:

Land Information New Zealand
by:

and

Department of Corrections
by:



Peter Mersi
Chief Executive
Land Information New Zealand



Ray Smith
Chief Executive
Department of Corrections

Date 20 / 02 / 2013

Date 25 / 2 / 2013

Property Schedule to Memorandum of Understanding in Relation to Reallocation of Property for Disposal

Land Information New Zealand ('LINZ')

And

Department of Corrections ('Corrections')

1. KEY DATES

	Comments	Date
Date of Submission	To be inserted	
Target Handover Date:	To be inserted	
Anticipated Disposal Period:	2 years from Handover Date unless otherwise agreed	
Key Milestone dates (if applicable)	To be agreed and inserted	
<ul style="list-style-type: none"> • Title, Survey • Transfer to another Crown Agency or TLA • Section 40 Clearance • Sale to Iwi or Adjacent Owner • Open Market Sale • Other 		

2. LAND INFORMATION

(If multiple Properties complete Spreadsheet)

Address	Town/City	Legal Description	CT Number	Valuation Ref	Area (ha)	Rates (annual)	Current Market Value (CMV) for reallocation to LINZ	CMV Date	Interests eg. Leases, Licences, Encroachments etc

3. IMPROVEMENTS & CHATTELS

Improvements (eg)	Remain for Disposal
Main Prison Building	
Outbuildings	
Sheds	
Fences	
Roads	
Paths	
Generators	
Security Lighting	
Other (specify)	

4. CHATTELS

Chatteles (eg)	Remaining for Disposal
Security System	
Whiteware	
Bedding	
Other (specify)	

5. MATTERS AFFECTING THE PROPERTY

Issue	Details (write N/A where not applicable)	Report held by Corrections Yes / No
a. Are there any existing Treaty of Waitangi or Rights of First Refusal?	Yes / No. Explain	
b. Is Corrections aware of or, has Corrections had cause to enquire into or investigate any of the following risks in relation to the Property.	Yes / No. Explain	
• seismic,		
• health & safety,		
• asbestos,		
• structural,		
• contamination,		
• heritage, archaeological, wahi tapu		
• building compliance,		
• general condition		
• Other (specify)		
c. Are there any existing or any current (or future) access or occupational rights granted to any party that affect ongoing management, disposal and/or value of the premises?	Yes / No. Explain	Indicate Y / N if information held by Corrections
• unregistered leases		
• easements		
• licences		
• tenancies		
• legal road		
• Other (specify)		

<p>d. List all known historic uses of the site and whether any of these historic uses need to be considered in disposal?</p>	<p>Yes / No. Explain</p>																				
<p>e. Are there any sensitive issues that need to be carefully considered in either ongoing management or disposal of the Property?</p>	<p>Yes / No. Explain</p>																				
<p>f. Provide a full list of all current service contract arrangements for the Property that could be continued under LINZ Management</p>	<table border="1"> <thead> <tr> <th data-bbox="574 1288 606 1411">Contract</th> <th data-bbox="574 627 606 772">Contractor</th> </tr> </thead> <tbody> <tr> <td data-bbox="606 1288 646 1411">Mowing</td> <td data-bbox="606 627 646 772"></td> </tr> <tr> <td data-bbox="646 1288 686 1411">Electrical</td> <td data-bbox="646 627 686 772"></td> </tr> <tr> <td data-bbox="686 1288 726 1411">Security Patrols</td> <td data-bbox="686 627 726 772"></td> </tr> <tr> <td data-bbox="726 1288 766 1411"></td> <td data-bbox="726 627 766 772"></td> </tr> <tr> <td data-bbox="766 1288 805 1411"></td> <td data-bbox="766 627 805 772"></td> </tr> <tr> <td data-bbox="805 1288 845 1411"></td> <td data-bbox="805 627 845 772"></td> </tr> <tr> <td data-bbox="845 1288 885 1411"></td> <td data-bbox="845 627 885 772"></td> </tr> <tr> <td data-bbox="885 1288 925 1411"></td> <td data-bbox="885 627 925 772"></td> </tr> <tr> <td data-bbox="925 1288 965 1411"></td> <td data-bbox="925 627 965 772"></td> </tr> </tbody> </table>	Contract	Contractor	Mowing		Electrical		Security Patrols													
Contract	Contractor																				
Mowing																					
Electrical																					
Security Patrols																					
<p>g. Are there any other matters that should be communicated or disclosed to LINZ which may affect management or disposal of the Property?</p>	<p>Yes / No. Explain</p>																				

These properties will reallocate to LINZ on a mutually agreeable date when the Current Market Valuation (CMV) is finalised.

The properties will be managed by LINZ from ____/____/____

Land Information New Zealand and Department of Corrections
by:

Bill Naik
Manager Crown Property Management
Land Information New Zealand

Date / /

David Linstrom
Director - Property
Department of Corrections

Date / /

6. OPERATIONAL BUDGET

	Corrections to complete			LINZ to Complete			Finalised Budget		
	Total Budget for Year 1	Total Budget for Year 2	Initial Six Month Budget	Total Budget for Year 1	Total Budget for Year 2	Initial Six Month Budget	Total Budget for Year 1	Total Budget for Year 2	Initial Six Month Budget
Council Rates	\$	\$	\$	\$	\$	\$			
Building Act	\$	\$	\$	\$	\$	\$			
Insurance Premiums	\$	\$	\$	\$	\$	\$			
Valuation Fees	\$	\$	\$	\$	\$	\$			
Mowing and Grounds	\$	\$	\$	\$	\$	\$			
Clean - Pest Control	\$	\$	\$	\$	\$	\$			
Utilities General	\$	\$	\$	\$	\$	\$			
Fire Systems - PPM	\$	\$	\$	\$	\$	\$			
Fire Alarm - Monitoring	\$	\$	\$	\$	\$	\$			
Fire Protection - Repairs	\$	\$	\$	\$	\$	\$			
Security Patrols/Callouts	\$	\$	\$	\$	\$	\$			
Repairs Electrical	\$	\$	\$	\$	\$	\$			
Repairs & Maint. - General	\$	\$	\$	\$	\$	\$			
Repairs - Graffiti Removal	\$	\$	\$	\$	\$	\$			
Sub-Total	\$	\$	\$	\$	\$	\$			
Setup Costs									
Service Provider	\$	\$	\$	\$	\$	\$			
FTE Costs	\$	\$	\$	\$	\$	\$			
OVERALL TOTAL	\$	\$	\$	\$	\$	\$			

7. DISPOSAL BUDGET

Service	Y1 Fees	Y2 Fees	Initial 6 Month Fees	Total Fees
LINZ Disposal	\$	\$	\$	\$
Due Diligence (obtain and research files, titles and survey plans, check services and easements, check legal access, mineral search, obtain LIM or PIM)	\$	\$	\$	\$
Clearance (DOC, HCNZ, HPT, RFR, MPM, Land potential interest, other Government agency)	\$	\$	\$	\$
Transfer to another Crown Agency or TLA	\$	\$	\$	\$
Section 40, Public Works Act	\$	\$	\$	\$
Valuation	\$	\$	\$	\$
Survey, incl RMA consent & costs	\$	\$	\$	\$
Raise Title	\$	\$	\$	\$
Valuation	\$	\$	\$	\$
Sale to iwi	\$	\$	\$	\$
Valuation	\$	\$	\$	\$
Open Market Sale	\$	\$	\$	\$
Valuation	\$	\$	\$	\$
Marketing	\$	\$	\$	\$
Commission	\$	\$	\$	\$
Settlement - Sold - incl collect deposit, issue settlement statement, collect balance money, OCT or transfer	\$	\$	\$	\$
Sub - Total	\$	\$	\$	\$
FTE Costs	\$	\$	\$	\$
OVERALL TOTAL	\$	\$	\$	\$

8. PLAN OF SITE

Append a site plan

Memorandum of Understanding

between

the New Zealand Parole Board

and the

Department of Corrections

Contents		Page
GENERAL TERMS		
1	Functions of Parties to this MOU	3
2	Purpose	3
3	Term, Review and Amendments	3
4	Priority of Documents	3
5	Undertakings	3
6	Working Collaboratively	4
7	Responsibility for Implementation, Monitoring and Co-ordination	5
8	Use of the Media	5
9	Department of Corrections' Staff	5
10	Dispute Resolution	6
	Signatures	7
 SCHEDULES		
Schedule 1	Responsibilities of the Department of Corrections	8
Schedule 2	Information Schedule	11

This Memorandum of Understanding ("MOU") is made

Between The Chairperson of the New Zealand Parole Board (the "Board")

And The Chief Executive of the Department of Corrections (the "Department")

1 Functions of Parties to this MOU

The New Zealand Parole Board

The New Zealand Parole Board assesses the risk that long-term sentenced offenders might pose to the community, if released before their sentence end date. When an offender is found suitable for release, the Board sets the offender's release conditions.

The Department of Corrections

The Department of Corrections manages the corrections system in New Zealand and aims to ensure that re-offending is reduced and that public safety is improved.

2 Purpose

This MOU (which comprises the General Terms and Schedules) provides the framework for the ongoing relationship between the parties, for the Department to provide the administrative and training support required by the Board, and for the Board to perform its functions efficiently and effectively.

This MOU replaces the MOU between the parties dated December 2008.

3 Term, Review, and Amendments

This MOU will commence on the date of signing by both parties, and will remain in force until both parties agree in writing to terminate it.

The MOU will be reviewed at least once every two years.

This MOU may be amended at any time by written agreement signed by both parties.

4 Priority of Documents

Where there is any contradiction between the provisions of the General Terms and the provisions of a Schedule, the provisions of the General Terms shall prevail.

5 Undertakings

The parties undertake that:

- They will maintain operational independence so far as possible in accordance with the Parole Act 2002.

- While recognising the independence of the Board, and separate legal status of the Department as part of the Crown, they will perform their respective responsibilities and functions in a spirit of mutual co-operation and in a professional, competent and culturally appropriate manner.
- They will consult with each other as appropriate.
- They will meet each other at least every six months to review any operational matters relating to this MOU.

The Department undertakes that:

- It will take all reasonable steps to ensure that it meets its responsibilities as specified in the Schedules.

The Board undertakes that:

- In undertaking its functions, it will comply with all relevant legislation.

6 Working Collaboratively

Both parties:

- are committed to working together now and in the future with trust and goodwill;
- recognise the Board's independence but also the value of working collaboratively to ensure that the decisions of the Board reflect the best information available both generally and specifically for the particular prisoner;
- recognize the need for good communication and information sharing. For example, this means that whenever either party requests information related to the services from the other, the information will be provided as soon as reasonably practicable;
- will have realistic expectations of results to be achieved;
- recognize that they may not always agree on all issues at all times, but that when there is any disagreement, both parties will work constructively and openly with the other to achieve a speedy resolution;
- acknowledge that the Board may from time to time comment on the progress of an offender throughout their sentence, pre or post release from prison;
- agree that any criticism of each other is best addressed in a non public way;
- will operate an 'early warning, no surprises' policy in respect of areas of mutual interest in relation to offenders.

7 Responsibility for Implementation, Monitoring and Co-ordination

The overall responsibility for the implementation, monitoring and co-ordination of this MOU rests with:

- the Chairperson, New Zealand Parole Board; and
- the Chief Executive, Department of Corrections.

The Chairperson, New Zealand Parole Board will provide the Chief Executive with direction and guidance on the Board's policy to be followed on matters relating to this MOU.

8 Use of the Media

The parties agree that their respective areas of media management responsibility are:

- for the Board, all matters relating to the functions of the Board as set out in the Parole Act 2002 or any other applicable enactment; and
- for the Department, any matters relating to the management of offenders in respect to the Department's functions.

The parties acknowledge that the Board's statutory independence will be reflected in the way in which the Board manages its communications. To this end the Board's Communications Manager will be directly responsible to the Chairperson for the Board's communications, and the Department acknowledges the independence of that position in this regard.

The contact people for all media matters are the National Manager, Communications (Department of Corrections) and the Board's Communications Manager.

The Board or the Department will raise matters of concern – operational, policy or legal – through each other's appropriate internal channels, rather than raising these through the media.

The parties agree to comply with their respective responsibilities in Schedule 2 (Information Schedule).

9 Department of Corrections' Staff

The parties agree that:

- the Chairperson will be given the opportunity to provide input into the appointment of key staff members for the Board's support services (Manager and the Communications Manager).

10 Dispute Resolution

All issues, disputes and differences between the parties about the interpretation or performance of this memorandum of understanding shall, firstly, be attempted to be resolved at the earliest opportunity by operational staff and Managers.

Only when matters remain unresolved or require further adjudication should they be referred to the General Manager of Governance and Assurance, Department of Corrections and Manager of the Board's support services.

If agreement still cannot be reached, then the matter shall be referred, in writing, to the Chairperson of the New Zealand Parole Board and the Chief Executive of the Department of Corrections

Signed this 20TH day of DECEMBER 2012

Signed by the Chief Executive of
the Department of Corrections



Signature

Ray Smith

Name

Signed by the Chairperson of the
New Zealand Parole Board



Signature

J.N. GENDALL

Name

()

()

SCHEDULE 1

Responsibilities of the Department of Corrections

	Service Area	Service Description	Frequency/Timing
1	Administrative support services to the Board	<p>Provision of administrative support services to Board panels as set out in section 110 of the Parole Act 2002. Including;</p> <ul style="list-style-type: none"> • Payment of fees and expenses to Board members; • Co-ordination of Board meetings; • Maintenance and updating of the Guide for Members of the New Zealand Parole Board; • Purchase of legal advice; • Drafting and secretarial services for Board correspondence. 	As specified in the Guide for Administrators of the New Zealand Parole Board.
2	Office accommodation and facilities for Board members	Provision of office space and facilities (including video conference) including access to the Department's IT system for use by Board members for Board related business.	Ongoing
3	Communications and media support	Provision of a dedicated Board Communications Manager to carry out the Board's communications and media liaison responsibilities as set out in clause 8 (Use of Media).	As required
4	Information to the Board	<p>Offenders in prison to be considered for parole.</p> <p>Section 43 of the Parole Act requires that the Department of Corrections must provide the Board in all cases copies of all relevant information relating to the offender's current and previous convictions including sentencing notes and pre sentence reports. In addition, a report on the offender's progress in prison and recommendations on release.</p>	The timing of the delivery of the information and reports is as agreed between the Board's Support Services and the Department.

5	Progress Hearings	<p><u>Offenders released on parole</u></p> <p>If the Board is satisfied that because of special circumstances of an offender it is desirable for the Board to monitor during a specified period, the offender's compliance with their release conditions, the Board may request the Department to prepare a progress report. Where a progress report is requested the Department will provide it to the Board within the agreed timeframe.</p> <p><u>Other Information</u></p> <p>The Department will provide the Board, with operational intelligence unit information on offenders scheduled to appear before it.</p>	Timeframe is as agreed by the Board's Support Services and the Department.
6	Hearing rooms	Provision of secure and appropriate hearing rooms for the purposes of conducting the Board's business together with associated facilities at each prison to an agreed standard.	Ongoing
7	Video conference facilities	Provision of facilities for the purposes of conducting the Board's business by way of video conference.	Ongoing
8	Security and safety in hearing rooms	The Department will ensure that there are adequate levels of security in hearing rooms during Board hearings. This security will include Corrections Officers being in attendance for all hearings.	Ongoing
9	Department of Corrections' attendance during Board hearings	<p>The Department will ensure that a staff member with knowledge of the offender, generally the case manager, is in attendance to provide the Board with additional information which may be requested.</p> <p>This person must leave the hearing room whenever the panel is deliberating on its decision.</p> <p>For hearings of the Extended Board, in addition to the above, the Chief Executive or their nominee will use all reasonable endeavours to attend all hearings. This person must also leave the hearing room whenever the panel is deliberating on its decision.</p> <p>The Board and the Department have agreed a process for either requesting the attendance or summoning an employee of the Department to attend Board hearings. Where possible the Board will, giving at least two weeks notice before a hearing, request, rather than summons, a Department employee to attend a Board hearing. Where the Board makes such a request the Department will facilitate the</p>	Ongoing

		<p>appropriate employee's attendance in the manner agreed. Independent contractors to the Department will be summonsed pursuant to section 118A of the Parole Act 2002.</p> <p>Nothing in this MOU shall be interpreted as restricting the right of the Board to issue a formal summons against a Corrections employee to attend a Board hearing in accordance with section 118A of the Parole Act 2002.</p>	
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Information Schedule**Purpose**

The purpose of this Schedule is to define the relationship between the Department and the Board in respect of communications and the release of information, and to document the agreed responsibilities of each party.

Relationship

The Board is an independent statutory body and as such, has the sole authority for the release of information that relates to the Board, its operations and functions.

The Department has responsibility for release of information that relates to the Department, its operations and functions.

The Board and the Department recognise that there are areas where a joint interest exists and commit to consult with each other to provide a co-ordinated approach to communications management. In this regard, the Board and the Department will consult with each other during development of their respective communications strategies where there may be an impact on the other party.

Responsibilities

Table 1 below details the specific responsibilities of the Board and the Department in responding to external requests for information. These requests may come in the form of media enquiries, OIA requests, Privacy Act requests, Parliamentary Questions, letters to Ministers or letters from the public.

In responding to enquiries, the Board and the Department will each take account of the ownership of information, and ensure that they release only information which they hold, as specified in table 2 below.

Contact persons

The contact persons for matters related to this Information Schedule are:

Department of Corrections –
National Manager, Communications

New Zealand Parole Board –
Communications Manager, New Zealand Parole Board

CATEGORY	BOARD	DEPARTMENT
Victim Information	<p>The Board holds information about victim services and specific victim information relating to the following:</p> <ul style="list-style-type: none"> • Advice to victim of pending hearing • Advice to victim of hearing outcome • Victim submission to the Board 	<p>The Department holds information about victim services and specific victim information relating to the following:</p> <ul style="list-style-type: none"> • Registration of a victim on the Victim Notification System • Temporary release/release to work • Impending release of offender serving short term custodial sentence • Escape from prison detention • Leaving home detention residence other than in accordance with conditions • Death of offender in prison or on home detention • Conviction for breach of release conditions • Decision to make an interim recall order • Decision to make or refuse to make a final recall order • Decision to quash an interim or final recall order

Ownership Of Information (Table 2)

Reports	<p>The Board and the Department are joint holders of reports provided by the Department, at the Board's request:</p> <ul style="list-style-type: none"> • Parole Reports • Psychological reports and assessments • Residential restrictions reports • Progress reports <p>The Board may hold additional information and reports from specialists, for example psychiatrists. These may be released to the Department on request</p>	<p>The Board and the Department are joint holders of reports provided by the Department, at the Board's request:</p> <ul style="list-style-type: none"> • Parole Reports • Psychological reports and assessments • Residential restrictions reports • Progress reports <p>The Department will consult with the Board prior to releasing information sourced from these reports.</p>
Submissions to the Board	<p>The Board holds all submissions provided to it by:</p> <ul style="list-style-type: none"> • Offenders • Victims • Police • Other persons or organisations 	<p>The Department will forward to the Board any submissions it receives which relate to the business of the Board.</p>



Memorandum of Understanding

Between the
Department of Corrections
and the
New Zealand Police

December 2009

Table of Contents

1. Background	3
2. Interpretation	3
3. Purpose	5
4. Guiding Principles	6
5. Application	6
6. Consultation	8
7. Inter-Agency Agreement Structure	8
8. Relationship Arrangements	9
9. Communication and media strategies	11
10. Documents Relevant to Operation of this Agreement	11
11. Agency Representatives	12
12. Signatories	14
Appendix 1: Sample Agreement Structure	15
SCHEDULES.....	16
Witness Protection Programme	17
Major Incident Response	18
Special Operations.....	19
Sharing Information.....	20
Police Management of Corrections prisoners	27
Appendix 1: IDENTIFIED SAFE LIMITS WITH IDENTIFIED RISKS.....	30
Appendix 2: Notification to Receiving Officer Form	31
Common Tasks.....	32
National Standards of Service Delivery for Services Provided Between Community Probation & Psychological Services and the NZ Police	34
National Standards of Service Delivery for Services Provided Between Prison Services and the NZ Police.....	37
Intelligence Sharing	39
Segregation and Transport of Prisoners	51

This Memorandum of Understanding is made on 14 December 2009

Between The Chief Executive of the Department of Corrections

And The Commissioner of Police

1. Background

The **New Zealand Police** is established under and regulated by the Policing Act 2008.

The **Department of Corrections** is a department specified in Schedule 1 to the State Sector Act 1988.

Prison Services is responsible for the safe, secure, and humane containment of sentenced and remand prisoners. It is also responsible for managing the sentences of each sentenced prisoner, including prisoner rehabilitation and reintegration needs.

Community Probation & Psychological Services:

- a) manages community-based sentences and orders including home detention, intensive supervision, community detention, supervision, community work, parole, release from prison on conditions and extended supervision. It also provides information and reports to judges to assist them when sentencing and provides information to the New Zealand Parole Board; and
- b) provides specialist psychological treatment and assessment advice for offenders, group rehabilitation programmes to offenders and training and education for departmental staff. It also undertakes research and is responsible for monitoring the integrity programmes delivered, within the Department.

Reference to Department of Corrections structure and roles is subject to change and amendment at a later date.

This Memorandum of Understanding (MOU) replaces the MOU dated 6 September 2005.

2. Interpretation

2.1 Definitions

"Agencies" means the New Zealand Police and the Department of Corrections.

"Chief Executives" means the Chief Executive of the Department of Corrections and the Commissioner of Police.

"Corrections region" means an area defined as a region for the purpose of Department of Corrections Regional Management Committees.

"Criminal Investigation Database (CID)" means the New Zealand Police national serious crime investigation database.

"Day" means a working day (Monday to Friday) and excludes any public holiday.

"Intelligence exchange" means the lawful exchange of intelligence between the participants to an agreed level and in accordance with the terms and provisions of the Privacy Act 1993, Health Information and Privacy Code 1994 and Official Information Act 1992.

"IOMS" means the computer application which is the property of and which is used by the Department of Corrections that holds records, prisoner movements and offender information.

"MOU" means this Memorandum of Understanding including the attached Appendices and Schedules.

"National Standards of Service Delivery/NSSD" means the key indicators identified in Schedules 5, 8, and 9 to this Agreement.

"National Intelligence Application (NIA)" means the New Zealand Police national intelligence database.

"Operational Level Agreement/OLA" means any national level agreement relating to the provision of services between operational divisions of the Department of Corrections and the NZ Police.

"Operational Level Managers" means managers within the Agencies responsible for areas of operations (at National Office for the Department of Corrections), which contain an inter-agency interaction component.

"Prisoners best managed in a Corrections facility" means prisoners who at the material time are deemed likely to be harmed through self harm or the nature of the charge they face. It includes prisoners who are suffering a medical or behavioural condition which would best managed in a Corrections facility.

"Provider of Prison Services" means either Prison Services of the Department of Corrections or other providers of prison services contracted by the Department of Corrections during the term of this MOU.

"Regional Service Level Agreement/RSLA" means any agreement relating to the provision of services between a Corrections Regional Management Committee and all the NZ Police Districts within that region.

"Relationship Managers" means the Manager Development, Rehabilitation, for the Department of Corrections, and the National Operations Manager, Office of the Commissioner of Police, for the NZ Police.

"Schedule" means any Schedule attached to this MOU.

"Secure Intelligence Database (SID)" means the Department of Correction's national intelligence database.

"Services" means the services specified in the Schedules.

"We/Our/Us" means the Chief Executive of the Department of Corrections and the Commissioner of Police.

3. Purpose

3.1 The purpose of this MOU is to:

- 3.1.1 Recognise the relationship that exists in the roles of both Agencies and to establish agreement on how the Agencies will work together in the interest of achieving a common set of objectives established by this MOU.
- 3.1.2 Confirm the relationship between the parties is based on a spirit of goodwill and co-operation.
- 3.1.3 Set out the services that each agency will provide to each other by agreement. This will be done in order to formalise the relationship between the Agencies and to specify the terms and conditions upon which the various services are provided.
- 3.1.4 Set out the terms of and agree a set of National Standards for Service Delivery (NSSD) to guide the operational exchange of services in Operational Level Agreements and Regional Service Level Agreements.

4. Guiding Principles

- 4.1 The principal objective of this MOU is to create an environment of co-operation between the two Agencies that is established to enhance community safety by reducing the incidence and effects of crime, to contribute to safer communities by protecting the public and reducing re-offending and to maintain law and order by:
 - 4.1.1 Clearly defining the Agencies' responsibilities and accountabilities to each other.
 - 4.1.2 Enhancing the Agencies' collaborative relationships with each other.
 - 4.1.3 Acknowledging that both Agencies have some common goals and encouraging staff to meet these goals.
 - 4.1.4 Encouraging co-operation and co-operative working methods amongst staff.
 - 4.1.5 Facilitating co-operation on the development of strategy and policy in areas that have the potential to affect our collective ability to enhance community safety.
- 4.2 The NZ Police and Department of Corrections will respectively adhere to their commitments to enhance responsiveness to Maori, as outlined in the NZ Police and the Department of Corrections Statements of Intent, and to achieve wellness and wellbeing of the people, as outlined in the Department of Corrections Maori Strategic Plan 2008 - 2013.

5. Application

- 5.1 Term, Review and Variation
 - 5.1.1 This MOU will commence on approval by us and will remain in force until we agree to terminate it.
 - 5.1.2 We will review this MOU (including the Schedules) at least once every two years or as otherwise agreed.
 - 5.1.3 This MOU can only be varied by written agreement.
 - 5.1.4 New Schedules may be developed and added with the approval and signature of the Relationship Managers.

- 5.1.5 Reviews, modifications or terminations of existing Schedules may be undertaken during the term of the MOU with the signed agreement of the Relationship Managers.
- 5.2 Conditions
 - 5.2.1 The provisions in this MOU are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any relevant legislation or enactment.
 - 5.2.2 Where there are changes to Government policy which affect the purpose and functions of this MOU, each agency agrees to inform the other of those changes at the earliest possible time thereafter and agrees to meet to re-negotiate, if necessary, any aspects of this agreement.
- 5.3 Contradictions
 - 5.3.1 Where there is any contradiction between this MOU and a national Operational Level Agreement, the terms of this MOU will prevail.
 - 5.3.2 Where there is any contradiction between a national Operational Level Agreement and a Regional Service Level Agreement, the terms of the national Operational Level Agreement will prevail.
 - 5.3.3 The National Standards of Service Delivery prescribe minimum standards ("performance indicators") that Operational Level Agreements and Regional Service Level Agreements may enhance, within the limits of legislative authority, but must not fall below.
 - 5.3.4 Operational Level Agreements and Regional Service Level Agreements must not allow performance below these prescribed minimum standards, nor may they prescribe services that attempt to prevail over the legal responsibilities of either agency. Regional Service Level Agreements must not allow performance below the minimum standards prescribed in national Operational Level Agreements.
- 5.4 Sub-contracting
 - 5.4.1 Either agency may contract, or sub-contract, out the performance of some or all of its services without the other agency's consent.

5.4.2 The Agencies will keep each other informed about any significant contracting out of services that may affect the other agency and will consult with each other where appropriate.

5.4.3 The Agencies will ensure, as far as practicable, that any sub-contractors comply with the terms of this agreement.

6. Consultation

6.1 To advance the achievement of the objectives in clause 4 the Agencies undertake to consult on matters such as strategy, policy, communications, and opportunities for undertaking collaborative initiatives.

6.2 With the common aim of community safety and in accordance with obligations to share information, NZ Police will work in consultation with Community Probation & Psychological Services to resolve issues around notifying communities about the release of child sex offenders, and other offenders where notification may be required.

7. Inter-Agency Agreement Structure

7.1 Operational Level Agreements

7.1.1 For the purpose of implementing NSSD and any other services contemplated by the MOU or arising out of the relationship between the Agencies, Operational Level Managers may develop and implement Operational Level Agreements that will contain operational provisions for the exchange of services between the Agencies on a national basis and arrangements for managing any issues or disputes consistent with the guidelines set out in clause 8.3.

7.1.2 Operational Level Managers will meet to discuss key implementation tasks at a national level consistent with the key performance areas identified in the MOU and in the National Standards of Service Delivery.

7.1.3 All Operational Level Agreements proposed within the scope of the relationship between the Agencies will be provided to the Relationship Managers for verification prior to approval and prior to such agreements coming into effect.

7.1.4 Operational Level Managers will ensure that sufficient notification is given to the Relationship Managers of any

intention to alter Operational Level Agreements. Notification is required as soon as practicable where an intended change may affect the normal operation of either agency.

7.2 Regional Service Level Agreements

- 7.2.1 For the purpose of implementing the provisions of this MOU and any Operational Level Agreements relevant to a particular Department of Corrections region and NZ Police District, and in accordance with the MOU, the Department of Corrections Regional Management Committees and the NZ Police District Commanders for that region/district will develop and implement one Regional Service Level Agreement per Police District that will contain provisions for the exchange of services between the Agencies on a regional/district basis and arrangements for managing any issues or disputes consistent with the guidelines set out in clause 8.3.
- 7.2.2 Department of Corrections Regional Management Committees and NZ Police District Commanders will meet to discuss key implementation tasks at a regional/district level consistent with the key performance areas identified in Operational level Agreements, the MOU and in the National Standards of Service Delivery.
- 7.2.3 Where the Agencies agree to further Operational Level Agreements or to make amendments to existing Operational Level Agreements, the services provided for in the Operational Level Agreement and key indicators will be incorporated into existing Regional Service Level Agreements.
- 7.2.4 All Regional Service Level Agreements proposed within the scope of the relationship between the Agencies will be provided to the relevant Operational Level Managers and to the Relationship Managers for verification prior to approval and prior to such agreements coming into effect.
- 7.3 A diagram setting out an indicative agreement structure is included in Appendix 1 to this MOU.

8. Relationship Arrangements

8.1 Overall Relationship Management

- 8.1.1 The overall responsibility for agreeing and making changes to this MOU and the National Standards of Service Delivery rests with the Relationship Managers.
 - 8.1.2 The Chief Executive of the Department of Corrections and the Commissioner of the NZ Police will meet as required to discuss the strategic direction, priorities and plans for the following financial year.
- 8.2 Monitoring
- 8.2.1 Relationship Managers have responsibility for monitoring the operation of this MOU.
 - 8.2.2 Operational Level Managers have responsibility for monitoring the operation of Operational Level Agreements.
 - 8.2.3 Operational Level Managers for each agency may agree to prepare a report to each other that will comment on any unresolved issues and matters being escalated for resolution or negotiation.
 - 8.2.4 Department of Corrections Regional Management Committees and NZ Police District Commanders have responsibility for monitoring the operation of Regional Service Level Agreements.
- 8.3 Issue and Dispute Resolution
- 8.3.1 Resolution of any operational issues or disputes arising between the Agencies in relation to the interpretation or performance of Regional Service Level Agreements or otherwise at a regional/district level is the responsibility of Department of Corrections Regional Management Committees and NZ Police District Commanders.
 - 8.3.2 When matters remain unresolved under clause 8.3.1 they should be referred to the relevant Operational Level Managers. If the dispute relates to an Inter-agency matter of strategic importance it may be referred directly to the Relationship Managers.
 - 8.3.3 Resolution of any operational issues or disputes arising between the Agencies in relation to the interpretation or performance of an Operational Level Agreement or otherwise at a national level is the responsibility of relevant Operational Level Managers.

8.3.4 When matters remain unresolved under clause 8.3.3, or they require further adjudication, they should be referred to the Relationship Managers.

8.3.5 Resolution of any issues or disputes with strategic implications arising between the Agencies in relation to the interpretation or performance of the MOU is the responsibility of the Relationship Managers. The Relationship Managers will meet as required or at least quarterly to discuss any issues and progress on resolution.

8.3.6 If agreement cannot be reached by Relationship Managers within the timeframes and guidelines agreed at the adjudication, then the matter shall be referred to the Chief Executive of the Department of Corrections and the Commissioner of Police for final resolution within 28 days.

8.3.7 A log of issues for resolution will be maintained by the Relationship Managers. The log will be updated on an ongoing basis.

9. Communication and media strategies

9.1 At district or local levels, both parties will inform each other of relevant communication strategies that they are undertaking, at the initial stage of development. They will take all reasonable steps to ensure that adequate time is given for either to provide comment where appropriate.

9.2 Where appropriate, opportunities for joint communication campaigns should be taken at national, district or local levels.

9.3 Each party will consult with each other beforehand if either is considering providing information or comment to the media on a matter which:

- comes within the other parties' responsibility, or
- in which that other party has an interest.

9.4 Each party will raise any operational or policy concerns through appropriate internal channels. These will not be raised through the news media.

10. Documents Relevant to Operation of this Agreement

10.1 The documents that may be referred to in determining the operation of this MOU include:

- 10.1.1 The Combined Law Agency Group Charter (CLAG). This document is available from the Manager Development, Rehabilitation, Department of Corrections or the National Crime Manager, NZ Police.
 - 10.1.2 The Department of Corrections Hostage Response Policy. This document is available from the Assistant General Manager (Operations), Prison Services, Department of Corrections or the National Operations Manager, NZ Police.
 - 10.1.3 The Operational Protocol on Victim Notification. This document is available from the Manager, Victim Information, Systems and Infrastructure, Department of Corrections.
 - 10.1.4 The Prison Services Emergency Management Plans This document is available from the Assistant General Manager (Operations), Prison Services, Department of Corrections or the National Operations Manager, NZ Police.
 - 10.1.5 The Protocol for the Exchange of Information About Prisoners to Ensure their Health, Safety and Secure Custody. This document is available from the Manager Development, Rehabilitation, Department of Corrections or the Manager General Duties Support, NZ Police.
 - 10.1.6 Agreement for Information Sharing in Regard to Child Sex Offenders. This document is available from the Community Probation Services Operations Manager, Department of Corrections or the National Coordinator, Adult and Child Sexual Abuse, NZ Police.
 - 10.1.7 High Risk High Profile Forum Guidelines. This document is available from the Manager Development, Rehabilitation, Department of Corrections or the Manager, Operations and Projects, NZ Police.
- 10.2 Agreements in the following areas are currently under development or may be developed in the future and may be relevant to the operation of this MOU:
- 10.2.1 Further agreement on the Hostage Response Policy.

11. Agency Representatives

The Agencies' representatives, their specified addresses, and their telephone and facsimile numbers are:

NZ Police

Address: The Commissioner of Police
Office of the Commissioner of Police
180 Molesworth Street
PO Box 3017
WELLINGTON

Telephone: (04) 474 9499
Facsimile: (04) 498 7400

Agency Representative: Manager, Operations and Projects
Operations Group
Telephone: (04) 470 7013
Facsimile: (04) 498 7406

Department of Corrections

Address: The Chief Executive
Department of Corrections
Mayfair House
44 - 52 The Terrace
PO Box 1206
WELLINGTON

Telephone: (04) 474 8840
Facsimile: (04) 460 3207

Agency Representative: Manager Development, Rehabilitation.
Telephone: (04) 819 9549
Facsimile: (04) 819 9553

12. Signatories

Signed by the Chief Executive of
the Department of Corrections

[Signature]
Signature

Barry Matthews
Name

In the presence of:

[Signature]
Signature
Viv Rickard
Name

14 December 2009
Date

CT PNHQ, 180 Malesworth St
Address
Assistant Commissioner
Designation

Signed by the Commissioner
of Police

[Signature]
Signature

Howard Broad
Name

In the presence of:

[Signature]
Signature

14/12/09
Date

[Signature]
Name

MANITAKE WARE, WLTN
Address

Wm PRISON SERVICES
Designation

Appendix 1: Sample Agreement Structure

- Please note that the structure below is a sample only and is not necessarily indicative of the actual agreement structure in place.

