



**Te Pūkenga**

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19 January 2024

John Luke

By email: [fyi-request-24956-8b26b447@requests.fyi.org.nz](mailto:fyi-request-24956-8b26b447@requests.fyi.org.nz)

Tēnā koe John

### **Request under the Official Information Act 1982 – Air NZ and NMIT | Te Pūkenga**

I refer to your email of 30 November 2023 sent to the Tertiary Education Commission (TEC) requesting information about a Memorandum of Understanding (MoU) between Nelson Marlborough Institute of Technology (NMIT) | Te Pūkenga – New Zealand Institute of Skills and Technology and Air New Zealand (Air NZ).

Your request was transferred to NMIT | Te Pūkenga on 1 December 2023.

You provided a weblink to an Event Backgrounder that the TEC prepared for the former Minister of Education's attendance at a signing ceremony in Blenheim: [www.tec.govt.nz/assets/Ministerial-papers/E-23-00724-MoU-signing-ceremony-event-for-Air-NZ-and-NMIT-in-Blenhiem-Response-Signed.pdf](http://www.tec.govt.nz/assets/Ministerial-papers/E-23-00724-MoU-signing-ceremony-event-for-Air-NZ-and-NMIT-in-Blenhiem-Response-Signed.pdf) and requested:

*.. the full copy of this MOU mentioned within the document.*

This letter provides a formal decision on your request under the Official Information Act 1982 (OIA).

#### **The decision**

A copy of the MoU between NMIT | Te Pūkenga and Air NZ is attached at **Appendix One**. Kaimahi (staff) names, contact details and signatures have been withheld under section 9(2)(a) of the OIA to protect the privacy of natural persons. We do not believe the need to withhold this information is outweighed by the public interest in its release.

You have the right to make a complaint to the Ombudsman under section 28(3) of the OIA if you are not happy with this response. Information about how to do this is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or by calling 0800 802 602.

Ngā mihi

Andrew McSweeney

**Tumuaki Taupua** | Acting Chief Executive



## Memorandum of Understanding

BETWEEN

**TE PŪKENGĀ - NEW ZEALAND INSTITUTE OF SKILLS AND TECHNOLOGY t/a NMIT**

AND

**AIR NEW ZEALAND LIMITED**

[ ] 2023

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## THE PARTIES:

The parties to this Memorandum of Understanding (“Agreement”) are:

- A. “TE PŪKENGĀ - NEW ZEALAND INSTITUTE OF SKILLS AND TECHNOLOGY, a Crown Entity governed by the Education and Training Act 2020 and the Crown Entities Act 2004 trading as NMIT (NMIT)”; and
- B. AIR NEW ZEALAND LIMITED (Air NZ)

### 1.0 BACKGROUND:

NMIT, operating under Te Pūkenga trading as NMIT, a Crown Entity governed by the Education and Training Act 2020 and the Crown Entities Act 2004, having its main campus at 322 Hardy Street, Nelson, New Zealand.

Air NZ, a national provider of air transport in New Zealand, 185 Fanshawe Street, Auckland, New Zealand. Air NZ has an exceptional reputation as a leading airline in the aviation industry and is known for its commitment to safety, operational excellence, and innovation.

Both parties recognize the significance of Environmental, Social, and Governance (ESG) principles in achieving sustainable and responsible business practices. They commit to integrating ESG considerations into their decision-making processes and operations.

### 2.0 PURPOSE OF AGREEMENT:

A collaboration between NMIT and Air NZ significantly benefits both parties and contributes to the advancement of aviation education in New Zealand. This Agreement is for the sharing of resources and information between NMIT and Air NZ to collaborate and achieve the joint objectives of both organisations. In this collaboration, both NMIT and Air NZ seek to achieve a shared vision of encouraging participation and ensuring quality within the aviation engineering profession through education.

### 3.0 COLLABORATION TO ACHIEVE AGREED OBJECTIVES:

This collaboration seeks to achieve a significant positive impact on the development of aviation professionals and the growth of the aviation industry in New Zealand. Combining expertise, resources, and commitment to excellence, NMIT and Air NZ will collectively contribute to the advancement of aviation education and training in New Zealand by working to build and strengthen education opportunities for learners. NMIT and Air NZ agree to collaborate on activity for the achievement of the mutual objectives as agreed in Schedule A.

### 4.0 TERM

This Agreement shall become effective from the date of signing by both parties and will continue until terminated in accordance with 9.0 Termination.

### 5.0 MEASUREMENT AND REVIEW

Agreed representatives of both organisations shall meet on a regular basis throughout the term to review and measure the effectiveness of the agreed activity and achievement of objectives. Reports on activity shall reflect the identified and agreed objectives.

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**6.0 CONFIDENTIALITY**

NMIT and Air NZ acknowledge that certain information will need to be disclosed by each in order to achieve the agreed objectives. Except as required by law (or in accordance with the listing rules of any relevant stock exchange) all information disclosed for these purposes will remain confidential.

**7.0 INTELLECTUAL PROPERTY**

Intellectual property rights will be respected and protected by each organisation as required. This includes ownership of all copyright, trademarks, designs, patents registered or unregistered and goodwill.

Each party retains full ownership and control over its existing and background intellectual property. Nothing in this Agreement is intended to grant or convey to a party any right, license, or permission in relation to the intellectual property of the other party and neither party may use, exploit, sub-license and/or disclose the existing or background intellectual property of the other party without the prior written permission of the other party (which permission may be withdrawn by the other party in its discretion and at any time in respect of future use of the relevant intellectual property).

Without limiting the foregoing any intellectual property right created or developed by both parties in the course of and in connection with this Agreement will belong to both parties in equal shares.

**8.0 DISPUTES**

The parties will use their best endeavours to resolve any disputes that may arise in the application, interpretation, or operation of the Agreement by informal process between the nominated representatives, informed by the values and imperatives of both parties.

**9.0 TERMINATION**

Either party may terminate this Agreement by giving a minimum of 60 days' notice in writing to the other party.

**10.0 AMENDMENTS**

Any variation to this Agreement shall be in writing and be signed by both parties.

**11.0 RELATIONSHIP MANAGEMENT**

The parties each have a vested interest in the effectiveness of the Agreement. To facilitate this relationship, each party has nominated a Relationship Manager for the operation of the Agreement and the communication between parties and contact people. Each party may change its Relationship Manager and/or key contact people on written notice to the other party from time to time. At the commencement of this Agreement the Relationship Manager for each party is set out below:

**NMIT**

Name: 9(2)(a) [redacted]

**Air New Zealand**

Name: 9(2)(a) [redacted]

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Position: Curriculum Area Manager

Position:

Email: 9(2)(a)

Email: 9(2)(a)

Postal Address:

Postal Address:

Private Bag 19

Nelson 7010

Phone: 9(2)(a)

Phone:

**12.0 NON-BINDING**

With the exception of clauses 4, 6, 7, 12 and 13 of this Agreement (which shall be legally binding on both parties), the parties acknowledge that this Agreement is intended for the purpose of expressing mutual intentions, understanding, and cooperation, without any intention to create a legally binding contract or relationship.

**13.0 GENERAL TERMS**

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of New Zealand.
- 13.2 This Agreement represents the entire agreement between the Parties.
- 13.3 Neither party may assign its rights under this Agreement without the prior written consent of the other.

**SIGNED AND WITNESSED BY:**

**NMIT**  
 9(2)(a)  
 [Redacted Signature]  
 9(2)(a)  
 Interim Operations Lead

**Air New Zealand Limited**  
 9(2)(a)  
 [Redacted Signature]  
 [Name]  
 [Title]

Date: 20/08/22.

Date: 20/8/22

Witnessed by:  
 9(2)(a)  
 [Redacted Signature]

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Name:

Occupation:

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**SCHEDULE A:**

Programme and Activity Collaboration between NMIT and Air NZ

1.	<p><b>Level 3 Aviation Engineering Programme</b></p>	<ul style="list-style-type: none"> <li>• In response to aviation industry demand NMIT will develop and run an Aviation Engineering Level 3 programme.</li> <li>• NMIT will align the programme with the current Air NZ Level 3 programme, allowing access to students for Air NZ and to meet industry demand. The programme will give cohesion in what is taught, allowing better opportunities for students.</li> <li>• NMIT and Air NZ collaborate to develop the NMIT   Te Pūkenga Level 3 programme.</li> <li>• NMIT will lead the curriculum development with assistance from Air NZ. Sharing good practice to ensure that students are equipped with the necessary skills and knowledge required by the aviation industry.</li> </ul> <p><b>Resource Sharing</b> Both parties will explore opportunities for resource sharing which may include:</p> <ul style="list-style-type: none"> <li>• access to facilities</li> <li>• training equipment</li> <li>• simulators</li> <li>• tutor liaison</li> </ul> <p>This collaboration will enable the leveraging off of each other's resources, providing enhanced learning experiences for our students.</p>
2.	<p><b>Level 4 Aviation Engineering Programme</b></p>	<ul style="list-style-type: none"> <li>• Alignment of NMIT current Level 4 offering with the requirements of the aviation industry.</li> <li>• Alignment of the contents for a block course format to be current with modern aviation engineering facilities.</li> <li>• Collaboration between NMIT and Air NZ as regards content and relevance.</li> </ul>
3.	<p><b>License Exam</b></p>	<ul style="list-style-type: none"> <li>• NMIT currently offers 10 x CAA Licensed Exams</li> <li>• NMIT will investigate with intent to develop and offer CAA AMEL License Exams:             <ol style="list-style-type: none"> <li>1. Avionics II,</li> <li>2. Electric Systems</li> <li>3. Instrument Systems</li> <li>4. Radio Systems).</li> </ol> </li> <li>• NMIT will inform and collaborate with Air NZ regarding the development progress.</li> </ul>

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4.	<b>Trades Academy</b>	<ul style="list-style-type: none"> <li>• NMIT will be running a Level 2 Trades Academy Aviation Engineering programme from 2024.</li> <li>• The programme is designed for Marlborough/Tasman based secondary school students.</li> <li>• The programme will be delivered at NMIT's Woodbourne campus.</li> <li>• NMIT will provide Air NZ with the opportunity to meet and greet with Trades Academy students presenting career opportunities available with Air NZ.</li> </ul>
5.	<b>Industry Exposure and Internship Opportunities</b>	<ul style="list-style-type: none"> <li>• The NMIT's aviation school will be establishing a new Industry Advisory Group. The advisory group is to ensure that the programmes offered meet industry demand, are fit for purpose, and meet future requirements.</li> <li>• A placeholder is held for Air NZ on the advisory group to enable the expertise brought by Air NZ to inform the aviation programmes and development to meet industry needs.</li> </ul>

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