

NEW ZEALAND
POLICE
Ngā Pirihimana o Aotearoa

Memorandum of Understanding

Between the University of Canterbury and New Zealand Police

Background

- A. The University of Canterbury ("the University") and New Zealand Police ("Police") currently enjoy a strong relationship that recognises that they have many interests in common and that there are mutual benefits from ongoing collaboration and co-operation between them.
- B. The University and Police wish to further enhance their existing relationship by engaging in a strategic partnering arrangement. The intent of this arrangement is to create a mutually beneficial, collaborative partnering environment characterised by an ambitious, co-operative and positive approach that creates, through a focus on excellence, stronger institutions distinguished by their quality outputs.
- C. This Memorandum of Understanding ("MOU") provides the mechanism through which the expressed intent of the two parties can be realised.
- D. It seeks to set high level ambitions for the partnership and how this will continue to grow in future; and draw together the various projects and initiatives that Police and the University are undertaking together, recognising that these form the basis of a shared goal to improve our understanding of criminal justice matters and to assist in the creation of effective policing strategies.
- E. This MOU reflects and supports the working relationship between the University and Police, aligned with Police's *Prevention through partnerships* strategic priority. This working relationship is recognised as beneficial at the national level and across all Police work groups, although there is a particular focus on the Canterbury policing district.

Therefore the parties agree

1. Co-ordination

- 1.1. Each of the parties to this MOU have designated a key contact person who will take responsibility for the development and achievement of the objectives of this MOU, and when mutually approved, the development of the separate agreements in accordance with clause 2.3 below.
- 1.2. For the University, the key contact person will be the Director of Criminal Justice, or their delegate as notified in writing by the University to Police.
- 1.3. For Police, the key contact person will be the Canterbury District Commander, or their delegate as notified in writing by Police to the University.
- 1.4. The key contacts (or delegate) agree to meet at least quarterly during the first 12 months after the signing of this MOU and thereafter at least bi-annually to review progress, and the currency and integrity of this agreement and any appendices.

2. Objectives

- 2.1. The core objectives recognised by this agreement include (but are not limited to):
- 2.1.1. As has occurred in the past, the University and Police will negotiate shared goals and projects on a case-by-case basis;
 - 2.1.2. Primarily the University will provide expertise and the people to undertake research that directly benefits Police, and Police will provide statistics and information that assist in bolstering academic research;
 - 2.1.3. Both parties will operate with the utmost integrity and respect the privacy and security of any data shared in line with the law, and ethics policies of the respective institutions;
 - 2.1.4. Parties will seek to enhance academic and practical opportunities to assist Police in the upskilling of Police staff;
 - 2.1.5. Parties will seek opportunities whereby University students can work with Police to bolster their vocational training (including internships) and in turn promote employment opportunities for University graduates;
 - 2.1.6. Parties may seek other opportunities that align with Police's *Our Business* and the University's *Tangata Tū, Tangata Ora* strategy;
 - 2.1.7. Parties will operate with a shared learning culture, recognising successes and what works well and embedding this in the ongoing strategic partnership arrangement; and
 - 2.1.8. Police recognise the important role as critic and conscience that the University fulfils and accepts that University academics may actively critique Police activities.
- 2.2. The appendices to this MOU contain a list of current projects and initiatives jointly undertaken at the time of signing.
- 2.3. Projects and initiatives may change, or new projects and initiatives as described in clause 2.1 may be undertaken, as and when required by written agreement between the key contacts of the University and Police. Each party shall maintain a copy of each of these agreements.
- 2.4. The appendices to this MOU will be updated, to reflect any changes agreed as per clause 2.3, as part of the renewal process at clause 3.
- 2.5. Each of the activities in clause 2.1 is subject to the approval processes of each party.

3. Term

- 3.1. The term of this MOU shall be five (5) years from the date it is signed. It may be renewed for one further five (5) year term by notice in writing signed by the parties.
- 3.2. Either party may terminate this MOU at any time by giving three (3) months' written notice to the other.

- 3.3. Termination of this MOU will terminate any other written signed agreement(s) between the parties as recorded in the appendices, unless agreed to in writing by the parties after notice is given but before termination comes into effect.

4. Financial matters

- 4.1. Unless otherwise agreed in writing, signed by the parties, each party shall be responsible for its own financial contribution connected with the implementation and operation of this MOU.

5. Sharing information

- 5.1. Any exchange of information will be in accordance with the Privacy Act 2020 and the Official Information Act 1982.
- 5.2. Any exchange of personal information (or other information considered sensitive by the parties) required will be included in the written agreements under per clause 2.3, which will cover
- 5.2.1. the information to be shared;
 - 5.2.2. the legal basis for sharing;
 - 5.2.3. the purpose/s the information will be used for;
 - 5.2.4. how the information will be shared between the parties;
 - 5.2.5. security standards and other safeguards that will be applied to this information to protect the privacy of individuals and the confidentiality of each parties' information; and
 - 5.2.6. the retention period for the information shared.

6. Media comment

- 6.1. Without constraining clause 2.1.8, neither party will make media releases on the subject matter of this MOU or on the relationship between the parties evidenced by this MOU without first agreeing with the other party the content of each media release.
- 6.2. Nothing in this MOU restricts either party responding to media.
- 6.3. Each party will raise any operational or policy concerns pertaining to the objectives of this MOU through appropriate internal channels. These will not be raised through the news media.

7. Good faith

- 7.1. Each party undertakes to treat the other party with the utmost good faith.

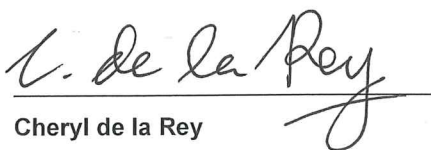
8. Return of property

- 8.1. Each party agrees to immediately return to the other party on request all documents (considered sensitive by the parties), personal information, and property received pursuant to this MOU from the requesting party and/or the requesting party's agent/contractor.

9. General

- 9.1. Except as set out in this MOU, nothing in this MOU shall diminish the full autonomy of either party.
- 9.2. The parties agree that any dispute between them howsoever arising will be determined exclusively by New Zealand law in New Zealand.
- 9.3. Each party will comply with all relevant legislation when undertaking activities under this MOU and when dealing with the other party.
- 9.4. The parties agree that neither party will use or disclose information received from the other party except for the purpose of this MOU or except as required by law. All sensitive documents must be marked "Commercial In Confidence" or "In Confidence". This clause continues after termination of this MOU.
- 9.5. Nothing in this MOU derogates from any other signed agreement between the parties.
- 9.6. All intellectual property rights in all information given by one party to the other or created by one party is owned exclusively by the party who supplied or created the information. This clause continues after termination or expiration of this MOU.
- 9.7. This MOU can only be modified in writing signed by the parties.
- 9.8. Nothing in this MOU shall make either party liable for the actions of the other or, except as expressly set out in this MOU, constitute any legal relationship between the parties.
- 9.9. Where there are changes to Government policy which affect the powers and functions of the parties relevant to this MOU, each party 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 the MOU.
- 9.10. Except for clauses 9.4 and 9.6, this MOU does not constitute a legally binding enforceable agreement between the parties and excepting clauses 9.4 and 9.6 this MOU comprises a statement of the parties' current intent.

SIGNED for and on behalf of **UNIVERSITY OF CANTERBURY** by the Vice Chancellor (or delegate):

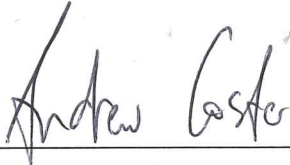


Cheryl de la Rey
Vice Chancellor
University of Canterbury

Date:

30/9/2022

SIGNED for and on behalf of **NEW ZEALAND POLICE** by the Commissioner of Police (or delegate):



Andrew Coster
Commissioner
New Zealand Police

Date: 30/09/22

Appendix: current shared projects

Research projects

Project/initiative	Police contact	University contact	Start date	Proposed completion date
Evaluating Gang Laws via a review of the 1998 bundle of measure targeting gangs	S 9(2)(a) OIA EBPC Canterbury Police	S 9(2)(a) OIA	Jan 2020	Dec 2021
Assessing the size and scope of transnational organised crime in New Zealand on behalf of 19 government agencies	S 9(2)(a) OIA TNOC Secretariat, PNHQ	S 9(2)(a) OIA	July 2021	May 2022
Assessing the impact of Rainbow education workshops on understanding and engagement with the Rainbow community	S 9(2)(a) OIA	S 9(2)(a) OIA	01/10/2020	31/12/2022
Domestic violence trends related to exposure to the Canterbury earthquake: In collaboration with S 9(2)(a) OIA (Christchurch Health and Development study) and the Canterbury Police:	S 9(2)(a) OIA EBPC, S 9(2)(a) OIA S 9(2)(a) OIA Canterbury Police.	S 9(2)(a) OIA	01/01/2021	31/12/2022
The role of ADHD in predicting road crash injuries in Canterbury: With S 9(2)(a) OIA (CHDS) and S 9(2)(a) OIA developmental psychiatrist, UCSF.	S 9(2)(a) OIA EBPC, S 9(2)(a) OIA S 9(2)(a) OIA Canterbury Police	S 9(2)(a) OIA	01/01/2022	31/09/2022
Geospatial analysis of Canterbury traffic hotspots that predict accidents causing death and serious Injury with Canterbury Police.	S 9(2)(a) OIA Canterbury Police	S 9(2)(a) OIA	01/06/2021	31/05/2022

Teaching and programme initiatives

Project/initiative	Police contact	University contact	Start date	Proposed completion date
Representation on the Criminal Justice Board of Studies	S 9(2)(a) OIA PNHQ	S 9(2)(a) OIA	Jan 2016	Ongoing
Teaching into the BCJ and MCJ	S 9(2)(a) OIA Canterbury Police	S 9(2)(a) OIA	Jan 2019	Ongoing
Establishing a Contemporary Policing paper in the BCJ.	S 9(2)(a) OIA PNHQ	S 9(2)(a) OIA	Nov 2021	March 2023

Student related initiatives

Project/initiative	Police contact	University contact	Start date	Proposed completion date
MCJ internship dissertations	S 9(2)(a) OIA Canterbury Police	S 9(2)(a) OIA	May 2021	Feb 2022
PACE Internships (mainly at 400 and 300 level); consistently one or two interns in S1, S2 and Summer (so up to six per annum)	S 9(2)(a) OIA (main contact); also S 9(2)(a) OIA S 9(2)(a) OIA (Road Policing) and others (leads into marketing and comms in pipeline)	S 9(2)(a) OIA	From 2019	Ongoing

Other projects and initiatives

Project/initiative	Police contact	University contact	Start date	Proposed completion date
Representation on presenting panel with other external organisations like CCC, promoting PACE internships and careers with Humanities/ Social Science degree to students	S 9(2)(a) OIA (and S 9(2)(a) OIA S 9(2)(a) OIA	S 9(2)(a) OIA	Once a year	Ongoing
Support of and attendance at PACE Prize Events - usually coming 2 out of 3 times per year	S 9(2)(a) OIA	S 9(2)(a) OIA	Twice a year	Ongoing
Canterbury Knowledge Commons Workstreams, including place-based, spatial and/or socio-legal research that informs evidence-based policy development	S 9(2)(a) OIA Canterbury Police	S 9(2)(a) OIA	October 2021	Ongoing