

21 February 2024

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Tēnā koe John

***Request for information***

Thank you for your Official Information Act 1982 request of 23 January 2024, in which you requested:

<https://www.police.govt.nz/news/ten-one-magazine/dancing-blue-beat>

*May I kindly request the full copy of the MOU signed mentioned here within.*

Please find attached a copy of the Memorandum of Understanding between New Zealand Police and Blue Light Ventures New Zealand Incorporated.

Please note that as part of its commitment to openness and transparency, Police proactively releases some information and documents that may be of interest to the public. An anonymised version of this response may be publicly released on the New Zealand Police website.

Nāku noa, nā



Phillip Taikato  
Director Māori & Community Prevention Partnerships  
New Zealand Police

## **Blue Light Ventures New Zealand Incorporated**

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# Memorandum of Understanding between Blue Light Ventures New Zealand Incorporated New Zealand Police | Ngā Pirihimana o Aotearoa.

This memorandum of understanding is made on 1 November 2023.

**Between** The Chairman of Blue Light Ventures New Zealand.

**And** The Commissioner of the New Zealand Police.

## Introduction

1. The Blue Light Ventures New Zealand (hereafter called "Blue Light NZ") is an incorporated society under a Certificate of Incorporation dated 19 October 1994. Blue Light NZ has been granted "charitable status" by Inland Revenue on 13 February 1996. Blue Light NZ was registered as a charitable entity under the Charities Act 2005 on 19 March 2008.
2. The New Zealand Police is established under and regulated by the Policing Act 2008.
3. Blue Light NZ and the New Zealand Police (Police), collectively known as the parties, have worked together since 1983 to promote and implement Blue Light programmes in New Zealand. They wish to formalise this relationship and specify the terms and conditions under which this will occur.

## Purpose

4. The purpose of this memorandum of understanding is to establish and promote a collaborative working relationship between Blue Light NZ and Police to work in partnership with communities for the promotion and effective delivery of Blue Light programmes throughout New Zealand.

## Outcomes

5. The desired outcomes of this memorandum of understanding are to:
  - a. Encourage better relations between young people and their parents, the police and the community.
  - b. Prevent crime and anti-social behaviour by exposing young people to different experiences and a healthy socialisation process in a safe supervised environment.
  - c. Raise the self-esteem of young people.

## Effect of this memorandum of understanding

6. This memorandum of understanding confirms the relationship between the parties based on a spirit of goodwill and co-operation. The parties will work together to achieve the agreed outcome(s) outlined in paragraph 5.

## Schedules to the memorandum of understanding

7. The parties agree that from time to time they will develop protocols relating to specific procedures and activities involving the parties. These will be attached to the memorandum of understanding as schedules. New agreements or protocols may supersede existing ones. All current agreements or protocols are attached as:
  - Schedule 1: [Role of the Blue Light NZ](#)
  - Schedule 2: [The commitment of NZ Police to Blue Light NZ programmes](#)
  - Schedule 3: [Operating protocols between Police and Blue Light NZ](#)
  - Schedule 4: [Information Sharing](#)
8. New schedules may be developed and added with approval from the Police Director: Māori, Community Partnerships and Prevention and the Chief Executive Officer of Blue Light NZ or their delegated staff.
9. Reviews, modifications or terminations of existing schedules may be undertaken by the mutual agreement of the signatories to the schedule. All changes must be notified to the Police Director: Māori, Community Partnerships and Prevention and the Chief Executive Officer of Blue Light NZ or their delegated staff, so that the master document can be amended.
10. Schedules will be reviewed in line with the reviews of this memorandum of understanding. See paragraph 15.

## Consultation on strategic priorities and plans

11. It is agreed that:
  - a. The Director: Māori, Community Partnerships and Prevention and the Chief Executive Officer of Blue Light NZ will meet at least once during the year to discuss strategic direction, priorities and plans for the following financial year. The meeting should encompass any area or issue with the potential for each or both parties to achieve the outcomes of this memorandum of understanding.
  - b. The Director: Māori, Community Partnerships and Prevention, and Chief Executive Officer of Blue Light NZ or delegated

staff, will meet during February each year. This is to develop a consultation schedule to share information and agree to cooperate in:

1. discussing the funding, establishment, construction, costs, and management of programmes
  2. establishing the responsibilities of the parties in respect of programmes, and
  3. developing relevant annual management plans.
- c. Both parties are committed to the principles of the Treaty of Waitangi.
- d. The parties agree to operate according to the Operating Protocols between the Police and Blue Light NZ.

## **Consultation on policy initiatives**

12. Nationally, both parties will inform each other, at the initial stage of development, of relevant policy initiatives, including Cabinet submissions that either party is undertaking. Each party will take all reasonable steps to ensure that adequate time is given for the other to provide comment where appropriate.
13. At district or local level, both parties will inform each other, at the initial stage of development, of relevant initiatives that affect the other party. Each party will take all reasonable steps to ensure that adequate time is given for the other to provide comment where appropriate.

## **Secondment**

14. The parties' representatives should consider the benefits to both staff and project development through seconding personnel between parties.

## **Review of memorandum of understanding**

15. The parties' representatives will meet bi-annually, to review this memorandum of understanding. Any subsequent amendments may be made pursuant to paragraph 22.
16. The parties' representatives are primarily responsible for ensuring that the intent of this memorandum of understanding is followed.

## **Issue or dispute resolution**

17. 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, locally (by local representatives or managers).
18. Only when matters remain unresolved or require further adjudication should they be referred to the parties' representatives listed at paragraph 26 below.
19. If agreement cannot be reached within 28 days of referral under paragraph 18 above, then the matter shall be referred, in writing, to the Chief Executive Officer of Blue Light NZ and the Commissioner of Police for final resolution.

## **Costs**

20. Unless the parties mutually determine otherwise, the cost of meeting the commitments of this memorandum of understanding shall be met by the party incurring the cost.

## **Termination**

21. Either party may terminate the memorandum of understanding by 90 days' notice in writing to the other party.

## **Variation**

22. Except as stated in this memorandum of understanding, it can only be modified by a written agreement duly signed by persons authorised to sign on behalf of the parties hereto.

## **Conditions**

23. Nothing in this memorandum of understanding shall make either party liable for the actions of the other or constitute any legal relationship between the parties.
24. The provisions in this memorandum of understanding are to be read subject to any chief executive, or Cabinet directives, and any enactment.
25. Where there are changes to Government policy which affect the purpose and functions of this memorandum of understanding, 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 this memorandum of understanding.

## Parties' representatives

26. The parties' specified addresses, facsimile numbers, email and party representatives are:

### Blue Light Ventures New Zealand Incorporated

Name	Rod Bell Chief Executive Officer
Address	4A Ride Way Albany, Auckland New Zealand
Telephone	09 475 9301
Facsimile	0800 003330
Email	<a href="mailto:rodbell@bluelight.co.nz">rodbell@bluelight.co.nz</a>

### New Zealand Police National Headquarters

Position	Director: Māori, Community Partnerships and Prevention
Address	180 Molesworth Street P.O. Box 3017, Wellington New Zealand
Telephone	04 474 9499
Facsimile	04 470 7140

Signed by the **Chairperson of Blue Light Ventures New Zealand Incorporated**

Signature

Name Alan Rowland

Date 1 November 2023

Signed by the **Commissioner of New Zealand Police**

Signature

Name Andrew Coster

Date 1 November 2023

## **Schedule 1: Role of the Blue Light Ventures NZ Incorporated**

1. Blue Light Ventures New Zealand Incorporated (Blue Light NZ) maintains its own identifying logo, insignia, trademarks, programmes, publications and website. Blue Light NZ has registered the "Blue Light" trademark.

### **2. Role of Blue Light NZ**

2.1 Blue Light NZ contributes to Police's strategic goals of reducing youth offending and creating confident, safe and secure communities.

2.2 The Blue Light NZ Executive will continue to provide:

- 2.2.1 a leadership role in Blue Light programmes
- 2.2.2 development and promotion of community support for Blue Light programmes
- 2.2.3 pursuit of funding for Blue Light programmes.

2.3 Blue Light NZ will confer with the Commissioner of Police through the nominated police representative on matters of resourcing, programming, impact, and policy related to Blue Light programmes.

2.4 Blue Light NZ will provide at least two reports per annum to the Commissioner of Police and other reports as requested by Police.

2.5 Blue Light NZ will ensure that the principles and obligations contained in the Blue Light Rules of Incorporation are followed and maintained.

### **3. Risk Management and Liabilities**

3.1 All Blue Light NZ activities shall be managed within a risk management framework to be developed by Blue Light NZ.

3.2 The risk management framework must include national policy, procedure and evaluation which shall be followed by all registered Blue Light NZ branches.

## **Schedule 2: The commitment of Police to Blue Light NZ programmes**

1. Subject to policing commitments, the Police, as part of its "Safer Communities Together" vision, will continue to provide commitment to Blue Light NZ programmes through the provision of:

- 1.1 a continued commitment to the relationship at every level of management within Police
- 1.2 negotiated service delivery hours
- 1.3 negotiated financial support.

2. Police will foster and encourage Blue Light NZ activities and promotions in districts.

3. Police will confer with the Chief Executive of Blue Light NZ on matters of resourcing, programming, impact, and policy related to Blue Light programmes.

4. The Director: Māori, Community Partnerships and Prevention will nominate a representative to work with the Chief Executive of Blue Light NZ.

5. New Zealand Police acknowledges the leadership role of Blue Light NZ in developing and promoting community support for Blue Light programmes and funding for those programmes throughout New Zealand.

### **6. Risk Management and Liabilities**

6.1 Police employees engaged on Blue Light NZ activities are covered by the Police Public Liability Insurance and Accident Insurance.



## Schedule 3: Operating protocol between Police and Blue Light NZ

### Introduction

Many police employees and holders of the office of constable (collectively referred to in this document as Police employees) give up their time to support Blue Light NZ activities.

New Zealand Police wants to support this community initiative. As such, there is a requirement to set reasonable expectations for Police employees in operating within that relationship.

### Purpose of protocol

The purpose of this protocol is to set out the agreed approach on funding, duty time, programme delivery in schools, communication and using brand by Police and Blue Light NZ under the Memorandum of Understanding.

### Funding sources

Blue Light NZ is a charitable trust and may receive funding from a number of sources including directly from [Police](#), [Charitable trusts](#) and donations and/or [Other sources](#).

Funding sources have the potential to cause reputation or other issues for both parties and this protocol is intended to mitigate those risks.

### Police funding

- Police have provided funding to Blue Light NZ in order to support the national executive and their governance function. The amount of funding provided, in any given year will vary according to fiscal constraints.

### Charitable trusts

- Blue Light NZ receives funding from charitable trusts which may include funds raised from the hospitality and gaming industries. In order to avoid any perception of a conflict of interest, no Police employee shall in their capacity as a member of Blue Light NZ sign any application for funding from a charitable trust. These applications will be signed by other Blue Light NZ members.
- Blue Light NZ agrees that in accordance with their charitable status, independently audited accounts will be filed with the Charities Commission.

### Other sources

- Blue Light NZ may undertake commercial ventures to secure funding if deemed appropriate by the Blue Light NZ Executive. Any such commercial enterprise must not be associated with Police or have any Police branding or Police related images attached to it, unless the enterprise has prior approval by Police through their representative appointed through paragraph 4 in Schedule 2 of this MOU between the parties.

### On duty time

Blue Light NZ activities rely on both Police involvement and voluntary support from the community. Police recognises the value of serving officers and employees contribution to Blue Light NZ activities.

It is important to establish a balance between time contributed by Police to Blue Light NZ activities and time provided voluntarily by officers and other Police employees.

As large TOIL balances create a fiscal and resourcing liability for Police, managers and supervisors have a responsibility to monitor and manage the hours and workload of those under their control.

Before Police employees undertake Blue Light NZ activities:

- approval must be obtained from their supervisor.
- TOIL and DDOs will not be accrued unless prior approval has been obtained from the Area or District Commander or equivalent.

Police employees who hold the office of Constable must:

- wear Police uniform when involved in Blue Light NZ activities, unless, due to the nature of the activity, it is impractical or

dangerous to do so.

- wear their BAS vests unless an evaluation of risk at the event has been made and the BAS is considered unnecessary.
- have the BAS vest and appointments readily available, in event of an emergency.

## **Blue Light NZ in schools**

Because of the closely aligned nature of Blue Light NZ activities with Police objectives it is important to ensure that programme content is suitable and Police and Blue Light NZ collaborate effectively prior to its delivery.

- Blue Light NZ will ensure they consult with Police on the development and/or refinement of programmes.
- Blue Light NZ programmes that have been approved by Police can be used by Police employees in Police time as part of their normal duties, as approved by their supervisor.

## **Communication**

Due to the number of activities carried out and the close link between Police and Blue Light NZ there is a requirement to ensure close communication and transparency between the organisations. This will mitigate risk and ensure clear linkages with strategic direction and outcomes sought.

Blue Light NZ members at a local level will maintain contact with their executive and raise any issues through this forum.

The Blue Light NZ Chief Executive will communicate with an individual nominated by the Director: Māori, Community Partnerships and Prevention as the representative for Police (This person should be a constabulary employee of or above the level of Inspector or above). These people will meet on a quarterly basis.

## **Police brand**

While Police has a close partnership with Blue Light NZ, it is imperative that members of the public understand the distinction between the two organisations.

Police cannot be seen to be endorsing any commercial product, nor can Police be seen to be in partnership with any gaming or liquor industry, organisation or company. This could lead to a perception of a conflict of interest.

- Police will allow the use of the Police logo on official Blue Light NZ letterhead in conjunction with the Blue Light NZ logo.
- The Police logo cannot be used in conjunction with any company or organisation associated with the gaming or liquor industry.
- Any use of photographs, video or other images depicting police work in advertising or paid promotions (not required for news media stories), must have prior NZ Police approval. For local matters, approval must be obtained from the District Communications Manager, and for national matters, from the Director: Media Relations (or nominee).
- Any sponsorship obtained by Blue Light NZ must not adversely affect the image or brand of the New Zealand Police.
- Where there is a lack of clarity, Blue Light NZ must seek clarification from Police as to whether the Police brand can be used in any given circumstances.

## Schedule 4: Information Sharing

Bluelight Ventures NZ Inc. and New Zealand Police may share information to achieve the purposes and outcomes of this Memorandum of Understanding.

Any information sharing between the parties will be in compliance with the Privacy Act 2020, the Official Information Act 1982 or any other applicable statutory provision.

In particular, information may be shared to assist Bluelight Ventures NZ Inc. to locate and identify those children and young people who are non-enrolled in school in accordance with Bluelight Ventures NZ Inc.'s contract with the Ministry of Education.

New Zealand Bluelight Inc. and the New Zealand Police will develop mechanisms to share and store information securely. Where possible these mechanisms will take advantage of new technology, as and when available to either organization.

### **Blue Light Ventures New Zealand Incorporated**

Signed  
Rod Bell  
Chief Executive Officer  
13/44 William Pickering Drive  
Albany  
New Zealand  
PO Box 102199, North Shore, Auckland 0645  
rodbell@bluelight.co.nz

### **New Zealand Police National Headquarters**

Signed  
Andrew Coster  
Commissioner of Police  
Police National Headquarters  
180 Molesworth Street  
Wellington 6011  
New Zealand  
PO Box 3017

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Printed on : 12/02/2024

Printed from : <https://tenone.police.govt.nz/pi/agreements/iwi-and-community-prevention/blue-light-ventures-new-zealand-incorporated>