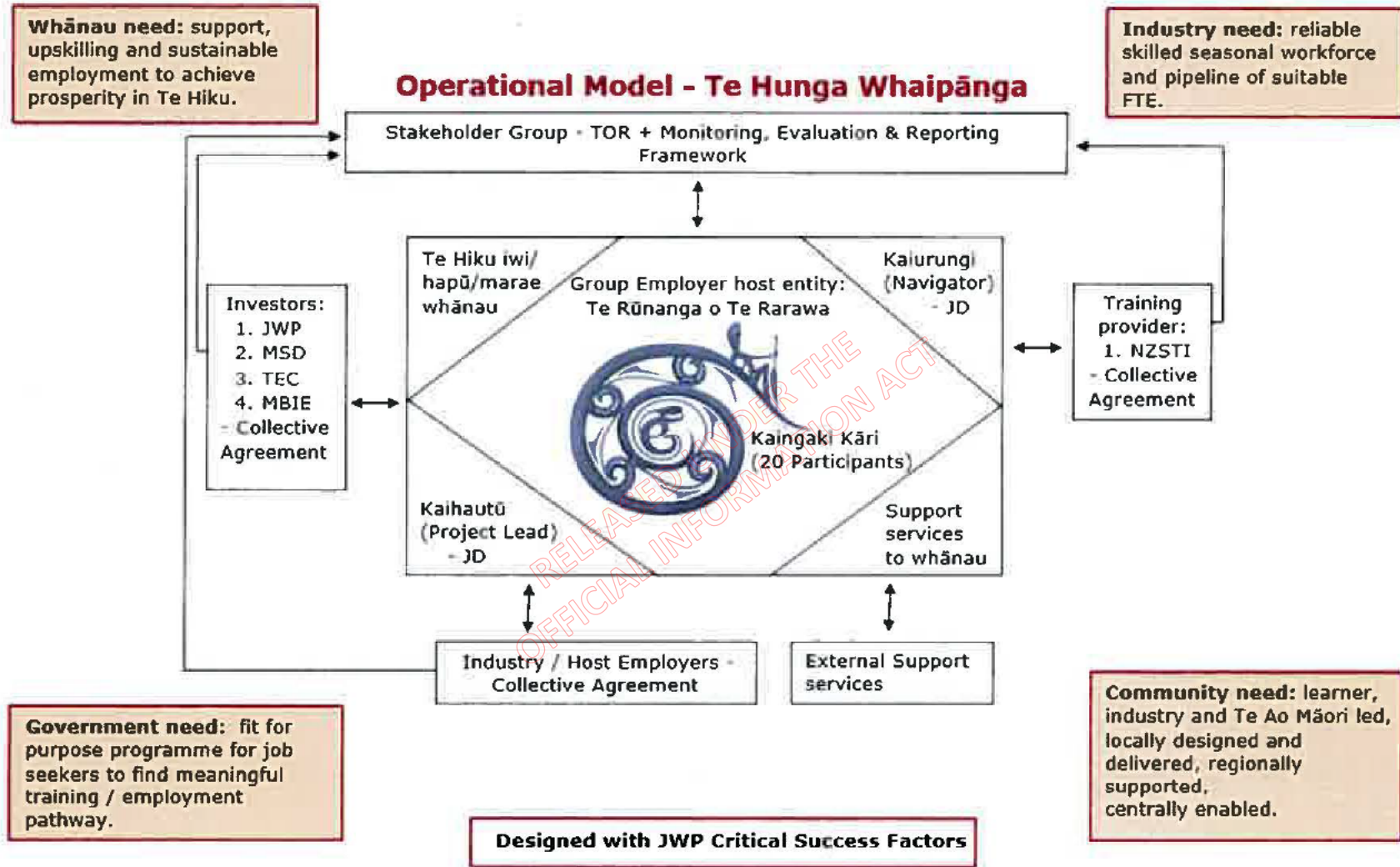


SCHEDULE 2



Memorandum of Understanding

relating to

Eastern Porirua Skills and Employment Initiative

Kāinga Ora - Homes and Communities

KO

and

Porirua City Council

PCC

and

**The Sovereign in right of New Zealand acting by and through the
Ministry of Social Development**

MSD

and

**The Sovereign in right of New Zealand acting by and through the
Ministry of Business, Innovation and Employment**

MBIE

Date

BELL GULLY

WELLINGTON 171 FEATHERSTON STREET
P O BOX 1291, WELLINGTON 6140, DX SX11164, NEW ZEALAND
TEL 64 4 915 6800 FAX 64 4 915 6810

s 9(2)(a)

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This **Memorandum of Understanding** is made on

2020

- between** (1) **Kāinga Ora - Homes and Communities (KO)**
- and** (2) **Porirua City Council (PCC)**
- and** (3) **The Sovereign in right of New Zealand acting by and through the Ministry of Social Development (MSD)**
- and** (4) **The Sovereign in right of New Zealand acting by and through the Ministry of Business, Innovation and Employment (MBIE)**

Introduction

- A. KO is working with the community, PCC and local iwi to undertake an urban regeneration of eastern Porirua to deliver improved and new public and affordable housing and better designed local neighbourhoods, community facilities, parks and recreation areas and streets within eastern Porirua (the **Regeneration Project**).
- B. As part of this project, KO intends to establish an Eastern Porirua Skills and Employment Initiative (the **Initiative**) to provide certain services to the community including, but not limited to, social procurement, training and employment opportunities linked to the eastern Porirua urban regeneration.
- C. KO, PCC, MSD and MBIE each have an interest in, and have agreed to provide funding and governance support for, the Initiative. The parties have, together with Tāmaki Regeneration Company, which runs a successful jobs and skills hub in Tāmaki, established a Project Steering Group, known as the PSG, to guide the strategic direction of the Initiative and to ensure that it delivers the intended outcomes for eastern Porirua. It is anticipated that representatives from Ngāti Toa, as mana whenua, the Pacific community and the Initiative's Service Provider are also appointed to the PSG to reflect the collaborative approach and community-led focus proposed in relation to the operational service delivery of the Initiative.
- D. As lead agency, KO has requested that each other party enters into this MoU to confirm its respective commitment to provide three years of funding to KO for the Initiative. This MoU sets out that funding commitment and also sets out the relationships, expectations and obligations between the parties in relation to the Initiative.

It is agreed

1. Interpretation

1.1 Definitions

In this MoU, unless the context otherwise requires:

Funding has the meaning given to it in clause 5.1 and, where the context requires, includes any further funding which may, but is not required to, be provided pursuant to clauses 5.4 and/or 5.5;

Initiative has the meaning given to it in Recital B;

MoU means this memorandum of understanding;

Objectives and Principles means the agreed objectives and principles of the Initiative set out in clause 2;

Procurement means the process to be undertaken by KO (with the assistance of the PSG) for the procurement of the Service Provider, including entry into the Services Agreement;

PSG means the Project Steering Group established by the parties to collaborate on various matters relating to the Initiative;

Regeneration Project has the meaning given to it in Recital A;

Senior Executive means, in respect of a party, a suitably experienced and duly mandated senior representative of a party who may resolve disputes in accordance with clause 8;

Services Agreement means the agreement for the day-to-day operation of the Initiative to be entered into by KO and the Service Provider;

Service Provider means the organisation ultimately procured by KO (with the assistance of the PSG) to provide day-to-day operational service delivery for the Initiative together with Ngāti Toa; and

Working Day means a day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day, and the Provincial Anniversary Day of Auckland and Wellington;
- (b) a day in the period commencing on (and including) the 24th day of December in any year and ending on (and including) the 5th day of January in the following year; and
- (c) for clarity, the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.2 Interpretation

In this MoU, unless the context requires otherwise:

- (a) words importing one gender include the other genders;
- (b) any reference to any laws, legislation or statute includes any legislation or statute which amends or replaces it and any by-law, regulation, order, subordinate legislation, statutory instrument, determination or subordinate legislation made under it;
- (c) all references to includes and including will be deemed to be followed by ", without limitation,";
- (d) reference to anything of a particular nature after a general statement will not in any way derogate from or limit the application of the general statement, unless the express context requires such derogation or limitation;
- (e) words denoting a person will include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, estate, agency of state, municipal authority, government or any statutory body in each case whether or not having a separate legal identity;
- (f) the singular includes the plural and vice versa;

- (g) reference to any party will include that party's executors, administrators, successors and, where permitted, assigns and, where not inconsistent with the context, includes the employees, agents, licensees, invitees, contractors and any other person under the control or direction of that party;
- (h) a reference to \$ or to any monetary amount is to New Zealand dollars; and
- (i) the interpretation of a provision of this MoU shall not be affected or influenced by the party who drafted or proposed it.

2. Initiative objectives and principles

2.1 The Initiative is a community-led project.

2.2 The nature of the services to be provided by the Initiative will supplement and support existing employment and training services in the Porirua community, but will be separate and distinct from these existing programmes, including by specifically catering for the wider social objectives of the Regeneration Project. These social objectives include providing wider wellbeing outcomes such as the following "four pillars" which are central to the wellbeing outcomes for the Regeneration Project:

- (a) **Jobs and skills:** providing:
 - (i) quality jobs for eastern Porirua locals; and
 - (ii) a skilled labour pool for, and aligning its work with the goals of, KO's development & construction partners in eastern Porirua, including Construction Plus;
- (b) **Social procurement:** supporting locals to start their own businesses and invest in social enterprises and to encourage buying local and growing local as concepts for development of the community;
- (c) **Affordable homes:** helping eastern Porirua whānau into home ownership through affordable housing products; and
- (d) **Financial literacy:** supporting eastern Porirua locals through financial literacy programmes.

2.3 Each party recognises that the scope and nature of the Initiative's goals and operations will need to be flexible and adapt over time to meet the changing needs of the eastern Porirua community during the life of the Regeneration Project. In this regard, and by way of example:

- (a) KO's Construction Plus programme and state housing apprenticeship scheme will be integrated into and form part of the services to be delivered by the Initiative, with the detailed requirements forming part of the Services Agreement. These programmes encourage and then support locals into construction jobs within developments to produce better long-term economic and wellbeing outcomes in the communities that are experiencing redevelopment. The involvement of the KO departments overseeing these programmes will likely diminish over time as the Service Provider becomes familiar with the policies and outcomes to be implemented and achieved; and
- (b) in addition, the Hub will align with the civil works infrastructure alliance for the Regeneration Project. The key driver for working with the alliance will be to endeavour to find local residents who can perform back end jobs for the alliance's delivery of the civil works programme for the Regeneration Project, the needs for which will change over time as the demands of the Regeneration Project alter and develop.

- 2.4 As evidenced from the community consultation process undertaken by KO in relation to the Initiative, the eastern Porirua community has a clear desire for an Initiative which services, and reflects the aspirations of, the whole community, including mana whenua and the local Pacific community. Providing culturally responsive services (which, for example, are informed by Ngāti Toa tikanga and Pacific values) will be at the forefront of the Initiative's objectives. In line with this collaborative, community-focussed and principles-based approach:
- (a) the Procurement will be structured so that the successful bidder partners with Ngāti Toa (as mana whenua) to form the Service Provider for the purposes of undertaking the operational delivery of the Initiative's services;
 - (b) it is anticipated that following completion of the Procurement, representatives of Ngāti Toa, the local Pacific community and the Service Provider will become members of the PSG;
 - (c) the services delivered by the Service Provider will be based on a principled approach having regard to the Objectives and Principles. All relevant parties recognise that the scope of the services of the Initiative will adapt and change over time depending on the needs of the eastern Porirua community; and
 - (d) it is intended that the Procurement and service delivery model for the Initiative described in this MoU will:
 - (i) provide a forum for all relevant Initiative participants (including Ngāti Toa, representatives of the local Pacific community and the Service Provider) to work together at a strategic level to ensure that the Objectives and Principles (including as expressed in the Services Agreement) are fulfilled through the Initiative's operations;
 - (ii) promote constructive communication and a supportive and problem solving approach between the Initiative's participants (including the Service Provider) in relation to the strategic direction and operation of the Initiative; and
 - (iii) promote non-adversarial dealings between the Initiative's participants (including the Service Provider) and the taking of constructive mutual steps to both avoiding differences and to identifying solutions in a mana enhancing way.
- 2.5 The Initiative is intended to reflect a modern approach to social service delivery which promotes community self-determination and which is consistent with the principles of Te Tiriti o Waitangi and Pacific values. In relation to the Pacific values, each party acknowledges that the values of the Pacific community are diverse and that there are certain values which Pacific peoples broadly share.

- 2.6 By agreeing to this MoU, the parties agree to work constructively together to support the Objectives and Principles.

3. **KO as lead agency**

- 3.1 KO is the lead agency in respect of the Initiative and will ultimately be responsible for its establishment and oversight of the Initiative's operations, with assistance from the PSG.

- 3.2 As lead agency, KO will:

- (a) lead the process for procurement of the Service Provider (with assistance from the PSG);

- (b) be the contractual party to the Services Agreement with the Service Provider;
- (c) directly oversee the Service Provider's performance in operating the Initiative; and
- (d) be responsible for negotiating and entering into a lease for the proposed premises for the Initiative in eastern Porirua.

3.3 In acting as the lead agency, KO will seek to benefit from the experience and insights of the other parties to this MoU through the PSG.

4. Responsibilities of the parties

- 4.1 Each of the parties agrees that it will, in its interactions regarding the Initiative (including in relation to the Procurement), comply with the terms of reference for the PSG approved by the parties, the initial draft of which is attached at Schedule 1. Such terms of reference will set out the composition, and provisions applicable to the governance, of the PSG.
- 4.2 As members of the PSG, each party will play a continual role in the strategic direction of the Initiative and, as part of the Funding commitments, ensuring it is delivering on the Objectives and Principles. The PSG will continue to operate collaboratively and each party will endeavour to be active in providing the benefit of their experience and insight to the Initiative.
- 4.3 Each of the parties will, through the PSG, be involved in the Procurement and deciding upon the requirements and performance indicators of the Services Agreement. The evaluation panel to select the Service Provider will be comprised of no less than one member from each party.
- 4.4 As indicated in clause 2.2, the Initiative is intended to operate alongside and complement any existing jobs and skills programmes which MSD, MBIE and/or Ngāti Toa operate in Porirua.
- 4.5 The PSG will also have oversight into how the objectives and methodologies of the Construction Plus programme and state housing apprenticeship scheme (where applicable) are being integrated into the services of the Initiative as required by the Services Agreement, and will be able to make recommendations to KO as to how KO should address any deficiencies in the terms of the Services Agreement. This oversight will ensure that the service delivery of the Initiative appropriately reflects the strategic alignment of the Initiative with the Construction Plus and state housing apprenticeship delivery models.

5. Funding commitments

- 5.1 Each party agrees to contribute three years of funding to KO in respect of the Initiative on the following basis:
 - (a) KO will contribute \$100,000 (plus GST, if any) per annum;
 - (b) PCC will contribute \$60,000 (plus GST, if any) per annum;
 - (c) MSD will contribute \$100,000 (plus GST, if any) per annum; and
 - (d) MBIE will contribute \$150,000 (plus GST, if any) per annum, s 9(2)(a)(together, the **Funding**).

- 5.2 Each party agrees that KO shall be entitled to utilise and apply the Funding for any purposes which are consistent with the Objectives and Principles. As at the date of this MoU, the parties acknowledge that the types of costs and expenses for which the Funding is intended to be available to meet include payment of the Service Provider's fees pursuant to the Services Agreement.
- 5.3 Each party's first instalment of its Funding contribution shall be paid to a KO bank account, as notified in writing by KO, five Working Days prior to the commencement date of the Services Agreement, as notified in writing by KO. Thereafter, each subsequent annual instalment of Funding will be paid by each party to KO to a KO bank account, as notified in writing by KO, on each relevant anniversary of that date.
- 5.4 The amounts outlined in clause 5.1 represent the annual amount to be provided by each relevant party. If at any time KO becomes aware that the Initiative will or is likely to require additional funding to meet its operating requirements, KO may initiate a discussion with the other parties as to whether all parties would be willing to provide further additional funding, provided that no party shall be required to agree to any such additional funding.
- 5.5 Each party acknowledges its intention (subject to obtaining all necessary internal approvals) to continue to be involved with and fund the Initiative in accordance with the amounts at clause 5.1 beyond their three year commitment, provided that the Initiative continues to make effective progress towards meeting the Objectives and Principles. In this regard, the parties recognise and acknowledge that KO is entering into a deed of lease for premises for the Initiative for an initial term of six years, with a right of renewal of six further years. KO is also committing to significant capital expenditure associated with establishment and fitout of the Initiative's premises.
- 5.6 In addition to the Funding contribution which KO has agreed to provide under clause 5.1, KO will also provide up to a maximum of \$50,000 (plus GST, if any), in aggregate, to be used to engage a third party to provide mentoring and support services to the Service Provider in respect of the operation of the Initiative.

s 9(2)(a)

6. Reporting

- 6.1 It is important to each of the parties that it remains informed as to the success of the Initiative and its outcomes.
- 6.2 Accordingly, KO shall provide a report to the PSG every six months in order to update the parties as to the progress and developments with respect to use of the Funding and the alignment of the Initiative's operations with the Objectives and Principles, including, if applicable, how effectively the Service Provider has been integrating the objectives and methodologies of the Construction Plus programme and state housing apprenticeship scheme into the services in accordance with the Services Agreement.
- 6.3 As lead agency, KO will promptly notify the PSG in the event of any material issues arising in respect of the Services Agreement or the Initiative's premises.

7. Confidentiality

Each party agrees not to disclose, directly or indirectly, any confidential information received from any other party to any third party without the prior written consent from that party, unless required or permitted under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 (whichever applies), or under a Parliamentary process such as following a Parliamentary question, in which case the relevant party is to inform the other party prior to disclosure. For these purposes, the parties agree that the

s 9(2)(a)

existence of this MoU, including its terms, shall constitute confidential information of the parties.

8. Dispute Resolution

- 8.1 If any dispute or difference arises between the parties relating to this MoU or its construction or the rights or obligations under it (a **Dispute**), the Dispute will, by written notice by either party to the other, in the first instance, be referred to the PSG, who will use reasonable endeavours to promptly negotiate a resolution to the Dispute.
- 8.2 If, for any reason, any Dispute referred to the PSG is unable to be resolved by the parties within 20 Working Days of its referral in accordance with clause 8.1, the Dispute will, by notice by either party to the other, be referred to the Senior Executives, who must use reasonable endeavours to promptly negotiate a resolution to the Dispute.

9. Term

This MoU commences on the date it is signed by all parties and is intended to continue for as long as the Initiative is delivering on its Objectives and Principles.

10. General

10.1 Effect of MoU

This MoU is intended to have effect as a memorandum of understanding that does not give rise to legally enforceable obligations. Part of the reason for this is because KO, MBIE and MSD are each constituent parts of a single and indivisible legal entity, being the Crown.

10.2 Costs

Each party will pay its own legal costs associated with the negotiation and execution of this MoU.

10.3 No partnership

Nothing in this MoU creates, constitutes or evidences any partnership, joint venture, agency, trust or employer-employee relationship between the parties, and no party may make, or allow to be made, any representation that any such relationship exists between the parties. No party will have the authority to act for, or incur any obligation on behalf of, the other party.

10.4 Further assurances

Each party must, at its own expense and within a reasonable time of being requested by the other party to do so, do all things and execute all documents that are reasonably necessary to give full effect to this MoU.

10.5 Entire understanding

This MoU constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.

10.6 Third party rights

This MoU is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this MoU.

10.7 Counterparts

This MoU may be signed in any number of counterparts all of which, when taken together, will constitute one and the same instrument. A party may enter into this MoU by executing any counterpart.

10.8 Electronic execution

Where this MoU is signed electronically by either party affixing an electronic signature, the parties agree that any such electronic signature will be deemed to be provided in accordance with the requirements of The Contract and Commercial Law Act 2017 and the parties agree to accept any electronic signature as valid and binding.

10.9 Governing law and jurisdiction

- (a) This MoU is governed by and is to be construed in accordance with the laws of New Zealand.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of or relating to this MoU, its performance or subject matter.

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Execution

Executed as a memorandum of understanding.

**Kāinga Ora - Homes and
Communities** by

Authorised Signatory

Witness Signature

Print Name

Print Name

Occupation

Address

Porirua City Council by

Authorised Signatory

Witness Signature

Print Name

Print Name

Occupation

Address

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The Sovereign in right of New Zealand acting by and through the **Ministry of Social Development** by

Authorised Signatory

Witness Signature

Print Name

Print Name

Occupation

Address

The Sovereign in right of New Zealand acting by and through the **Ministry of Business, Innovation and Employment** by

s 9(2)(a)

s 9(2)(a)

Authorised Signatory

Andrew McNaught

Print Name

Address

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Schedule 1: PSG Terms of Reference | DRAFT

Eastern Porirua Skills and Employment Initiative ("the Initiative")

Project Steering Group | Terms of Reference

1. Background

- A. KO is working with the Porirua community, Porirua City Council (**PCC**) and mana whenua to undertake an urban regeneration of eastern Porirua to deliver improved and new public and affordable housing and better designed local neighbourhoods, community facilities, parks and recreation areas and streets within eastern Porirua (the **Regeneration Project**).
- B. The community has expressed a desire for the establishment of an eastern Porirua Skills and Employment Initiative (the **Initiative**) to provide certain services to the community including, but not limited to, social procurement, training and employment opportunities linked to the Regeneration Project.
- C. To date, the establishment of the Initiative has been overseen by an informal project steering group (**PSG**) comprised of representatives from the following organisations:
- i. Kāinga Ora–Homes and Communities (**Kāinga Ora**);
 - ii. PCC;
 - iii. Ministry of Business, Innovation and Employment (**MBIE**);
 - iv. Ministry of Social Development (**MSD**); and
 - v. Tāmaki Regeneration Company (**TRC**).
- D. Following completion of the procurement process for the service provider engaged by Kāinga Ora to operate the Initiative (**Service Provider**), the membership of the PSG was expanded to include representatives of:
- vi. the Service Provider;
 - vii. Te Rūnanga o Toa Rangatira Incorporated (**Ngāti Toa**); and
 - viii. the Pacific community based in Porirua.
- E. This diverse composition and 'partnering approach' is driven by a common desire to give effect to a modern way of delivering social services, a model which promotes community self-determination and which is consistent with the principles of Te Tiriti o Waitangi and Pacific values. In relation to the Pacific values, each party acknowledges that the values of the Pacific community are diverse and that there are certain values which Pacific peoples broadly share.
- F. Kāinga Ora, PCC, MBIE and MSD are providing funding in relation to the Initiative, with Kāinga Ora acting as the 'lead agency' in respect of the Initiative. The Service Provider will be responsible for the operational delivery of the Initiative services. Ngāti Toa and the Pacific community based in Porirua will provide local iwi and Pacific insights into the Initiative. Similarly, Te Pae Whakahou Hapori (I Porirua ki Rāwhiti) (the Eastern Porirua Regeneration Advisory Board (**Te Pae**)), will have an advisory role in respect of the PSG, but will not be a formal member of the PSG.

- G. These Terms of Reference set out the key provisions applying to the PSG as the forum established for discussing the strategic direction of the Initiative and to be responsible for the high level oversight of the Initiative's operations.

2. Purpose and functions of PSG

2.1 The purpose and core functions of the PSG are to:

- (a) provide a forum for all relevant participants in the Initiative to work together at a strategic level to ensure that the Initiative delivers on its objectives and principles, and to identify and communicate any issues associated with the delivery or strategic direction of the Initiative; ✓
- (b) in recognising each PSG member's relevant background and skills, provide continued manaaki, guidance and assistance to the Service Provider in its establishment and operation of the Initiative, noting that the scope of the services of the Initiative will adapt and change over time depending on the needs of the eastern Porirua community; ✓
- (c) provide a forum for open and transparent kōrero and information sharing regarding the Initiative, including progress made towards meeting the Initiative's objectives; ✓
- (d) promote non-adversarial dealings between the Initiative's participants (including the Service Provider) and the taking of constructive mutual steps to both avoiding differences and to identifying solutions in a mana enhancing way; ✓
- (e) promote constructive communication and a supportive and problem solving approach between the Initiative's participants (including the Service Provider) in relation to the strategic direction and operation of the Initiative; and ✓
- (f) discuss and make recommendations to Kāinga Ora and the Service Provider regarding the operation of the Initiative by the Service Provider. ✓

3. Membership

3.1 The PSG will be comprised of various members as set out below:

- (a) the Service Provider will have one representative;
 - (b) Ngāti Toa will have one representative;
 - (c) the Porirua Pacific community will have one representative;
 - (d) Kāinga Ora will have one representative;
 - (e) PCC will have one representative;
 - (f) MBIE will have one representative;
 - (g) MSD will have one representative; and
 - (h) TRC will have one representative,
- (each such body being an **appointer**).

- 3.2 The PSG may agree to change the number of PSG members and/or its composition at any time. ✓
- 3.3 Members of the PSG may be appointed, removed or replaced at the discretion of the relevant appointer. ✓
- 3.4 As at the date that these Terms of Reference were first adopted by the relevant parties, the membership of the PSG was as follows: ✓

Name	Agency/organisation
[•]	Service Provider
[•]	Ngāti Toa
s 9(2)(a)	Porirua Pacific community
s 9(2)(a)	Kāinga Ora
s 9(2)(a)	PCC
Andrew McNaught	MBIE
s 9(2)(a)	MSD
s 9(2)(a)	TRC

- 3.5 The representative of the Porirua Pacific community will be the person from time to time employed by PCC as the Senior Advisor Partnership Pacific. ✓

4. PSG members

4.1 General principles

Members of the PSG must undertake their duties in accordance with the following principles:

- (a) **Sound decisions:** Members should make sound decisions based on any relevant strategic plans, priorities and performance.
- (b) **Independent judgement:** Members need to bring objectivity and independent judgement to the PSG based on sound thought and knowledge. They need to make up their own mind, while also engaging constructively with efforts to achieve a consensus.
- (c) **Participation:** Members are expected to be fully prepared, punctual and regularly attend PSG meetings to the full extent. Where a member is unable to attend a meeting, that member is expected to notify the chairperson in advance of the meeting, and to nonetheless provide input into the matters to be discussed at the meeting by some other means (e.g. by conveying their views in advance of the meeting by email). Members are expected to enhance the quality of deliberations by actively asking questions and offering comments that add value to the discussion.

- (d) **Informed views:** Members are expected to be informed and knowledgeable about the PSG's business and matters before the PSG. Members must read any relevant papers before meetings and keep themselves informed about matters relevant to the PSG and the Initiative.

4.2 'Alliancing principles'

In addition to undertaking their duties in accordance with the general principles set out in clause 4.1 above, members of the PSG will adhere to the following 'alliancing principles':

- (a) a commitment to the common goals of a successful Initiative and its continued operation;
- (b) acting based on mutual long term interests;
- (c) open, straight and honest communication between all members;
- (d) listening carefully to and respecting other members' views;
- (e) timely sharing of information between all members;
- (f) acting reasonably and honestly towards each other;
- (g) notifying each other of any differences of opinion or conflicts as soon as they arise so as to promote the resolution of such issues within the shortest possible time;
- (h) associating in an innovative and collaborative manner to promote a "one team" culture;
- (i) joint approaches to problem-solving; and
- (j) commitment to high standards and continuous improvement.

4.3 Powers

- (a) The PSG is a body established to assist with the purpose and functions outlined in clause 2 of these Terms of Reference.
- (b) The outcome of any vote of the PSG will be considered a non-binding recommendation as to how Kāinga Ora or the Service Provider (as the case may be) should proceed with the relevant matter.
- (c) The members of the PSG acknowledge that the PSG is an advisory body and has no authority or power to bind Kāinga Ora or the Service Provider in the exercise of their rights or obligations, and nothing in these Terms of Reference shall limit or affect the rights and obligations of Kāinga Ora and/or the Service Provider under the terms of any services agreement entered into by those parties in respect of the Initiative.
- (d) The PSG acknowledges that, given its role within the Regeneration Project, Te Pae may have valuable insights to share with the PSG about the strategic direction and/or operation of the Initiative. As such, the PSG may meet with, and seek advice from, Te Pae as it deems appropriate from time to time.

5. PSG meetings

5.1 Frequency

- (a) PSG meetings will be held at least monthly (or such other frequency as the PSG may agree) to provide sufficient governance oversight of the Initiative. ✓
- (b) Additional meetings will be held on an 'as required' basis to consider specific matters as they arise.

5.2 Quorum ✓

- (a) A quorum exists at a meeting of the PSG if a simple majority of the PSG members are represented, including the chairperson or deputy-chairperson.
- (b) If the quorum requirement is not met, the meeting may still proceed, provided that, any recommended actions/motions requiring approval must be put to the PSG for approval when a quorum is present.
- (c) No quorum will be required where no decision is sought to be made by the PSG.

5.3 Procedure ✓

- (a) In deliberating on particular issues, the PSG will seek to achieve consensus and to make decisions which reflect the diversity of views held by representatives.
- (b) Where consensus cannot be achieved on a particular issue, the chairperson may call for a vote to be held to determine the preference of the meeting if a decision needs to be made to advance the work of the Initiative.
- (c) A decision will be approved if a simple majority of PSG members vote in favour of the matter. Each member in attendance at the meeting will have one vote.
- (d) In the event of an equality of votes, the chairperson (and the deputy-chairperson) shall not have a casting vote.

5.4 Other ✓

- (a) The PSG may invite third parties (including, without limitation, Te Pae) to attend meetings, or parts of meetings, from time to time as the circumstances may require.
- (b) Except as set out in these terms, the PSG may regulate its own procedure at meetings.
- (c) The PSG may meet by way of audio or video conferencing, provided that all of the members who wish to participate in the meeting have access to the technology required to participate in the meeting.
- (d) The PSG may alternatively conduct a meeting through an electronic means of communication and treat email messages as the equivalent of views expressed in person.

6. Responsibilities of chairperson and deputy-chairperson

- ✓ 6.1 The PSG will be chaired by a representative of Kāinga Ora, unless the PSG decides otherwise.
- ✓ 6.2 The PSG will elect a deputy-chairperson by simple majority. The deputy-chairperson will undertake and exercise the chairperson's responsibilities, duties and powers under these Terms of Reference in the chairperson's absence.
- ✓ 6.3 The chairperson (and deputy-chairperson, as applicable) will be responsible for:
 - (a) providing effective leadership and direction to, and articulating and promoting a vision for, the PSG;
 - (b) chairing PSG meetings, including:
 - (i) ensuring there is sufficient time allocated to cover all relevant issues;
 - (ii) ensuring the PSG receives the information it needs before the meeting in papers and in presentations at the meeting;
 - (iii) ensuring that contributions are made by all PSG members;
 - (iv) facilitating discussion towards the emergence of a consensus view; and
 - (v) summing up so that everyone understands what has been agreed; and
 - (c) developing and maintaining sound relationships with PSG members and other relevant Initiative stakeholders.

7. Conflicts of interest

- ✓ 7.1 Each member of the PSG will, upon adoption of these Terms of Reference, complete a conflict declaration form (on a form to be approved by Kāinga Ora) and provide this to the chairperson.
- 7.2 Members will be required to identify any conflicts of interest (actual, potential or perceived) before a vote is cast at any meeting of the PSG.
- 7.3 Any declared conflicts of interest must be recorded in a register of interests.
- 7.4 Depending on the particular context, a conflicted PSG member may, in managing an identified conflict, be required to step back from a particular discussion or decision.
- 7.5 The manner of dealing with and managing conflicts of interest will be dealt with by the PSG as a whole or, failing consensus, by Kāinga Ora.

8. Release of official information

- ✓ 8.1 All information provided to the PSG and relating to PSG business will be treated as official information under the Official Information Act 1982 and, as applicable, the Local Government Official Information and Meetings Act 1987. When requested, members must release that information unless there are grounds for withholding it.

- 8.2 Members and observers must at all times comply with the requirements of the Privacy Act 1993 and the Privacy Act 2020 (as applicable) including in respect of any information received about identifiable individuals.

9. General

✓ 9.1 **Costs**

Each member of the PSG will meet its own costs associated with:

- (a) the negotiation and execution of these Terms of Reference and any amendments to them; and
- (b) continued representation on and activities of the PSG.

✓ 9.2 **Amendments**

- (a) These Terms of Reference may be amended through a decision of the PSG.
- (b) Any amendments to the Terms of Reference take effect immediately following the meeting at which the changes are agreed.

✓ 9.3 **No partnership**

Nothing contained in these Terms of Reference is deemed to create, constitute or evidence any partnership, agency, trust, employer/employee relationship or fiduciary relationship between the PSG members and/or their representatives.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT