

Finances

The following table sets out the budget tracking for this contract to date:

Milestone	Invoice reference	Date	Amount (\$ ex GST)
1. Programme establishment	AQNZ INV-5178	31 Oct 2022	s 9(2)(b)(ii)
2. Recruit staff (programme coordination)	<i>To be invoiced in Dec 2022</i>		s 9(2)(b)(ii)
3. Reporting & year 1 review	<i>To be invoiced in Oct 2023</i>		s 9(2)(b)(ii)
4. Reporting & year 2 review	<i>To be invoiced in Oct 2024</i>		s 9(2)(b)(ii)
<i>TOTAL (ex GST)</i>			210,000

Our second quarterly report is due in March 2023.

Please get in touch if there is more detail you would like reported in these updates.

Ngā mihi nui

s 9(2)(a)

s 9(2)(a)

Policy Manager

Aquaculture New Zealand

s 9(2)(a)

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

05 April 2023

Ref: Delivering the Aquaculture
Workforce Action Plan

Ministry of Business, Innovation and Employment
PO Box 1473
Wellington 6140

Contract Manager: Joanne Verry (Jo.verity@mbie.govt.nz)

Quarterly report - Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan

Tēnā koe,

This is the **second** quarterly report for the MBIE-funded project ‘Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan’.

Progress

Key highlights this quarter include:

- Since joining the Aquaculture New Zealand team as Workforce Programme Coordinator, s 9(2)(a) has been building relationships with industry, visiting industry sites, and learning about workforce challenges on the ground. s 9(2) is also building relationships with various government workforce members, Seafood New Zealand, and PITO.
- The first on-site Steering Group meeting took place on March 9 to provide oversight and leadership of the programme. Key outcomes of the first meeting included support from the Steering Group for the scope and approach of the three priority focus areas, and acceptance of the Terms of Reference.
- An industry census is underway to gather up-to-date data on our current workforce, including its immediate requirements, and future goals. This data will inform strategies to support recruitment, education, and employee retention. The first round of data aims to be collated by the end of May and will be followed up with ongoing qualitative data gathering.
- Working Groups for the Perceptions and Projections workstreams have been formed, with industry and Government representation, and the projects are being scoped.

In the next quarter, we intend to undertake the following key steps:

- Continue to project plans for priority projects within the action plan, including key deliverables and funding avenues.
- Collate and analyse industry census data.
- s 9(2) will be attending several expos targeted at secondary school students and continue the discussions with the Ministry of Education on aquaculture within the curriculum nationally.
- Run perceptions surveys across the aquaculture workforce and with job seekers (with MSD facilitation) to gain insights into recruitment and retention strategies.

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2. Recruit staff (prog coordination)	AQNZ INV-5212	21 Dec 2022	s 9(2)(b)(ii)
3. Reporting & year 1 review	<i>To be invoiced in Oct 2023</i>		s 9(2)(b)(ii)
4. Reporting & year 2 review	<i>To be invoiced in Oct 2024</i>		s 9(2)(b)(ii)
<i>TOTAL (ex GST)</i>			210,000

Our third quarterly report is due in June 2023.

Please get in touch if there is more detail you would like reported in these updates.

Ngā mihi nui

s 9(2)(a)

s 9(2)(a)

Policy Manager

Aquaculture New Zealand

s 9(2)(a)

RELEASED UNDER THE
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30 October 2023

Ref: Delivering the Aquaculture Workforce Action Plan

Ministry of Business, Innovation and Employment
PO Box 1473
Wellington 6140

Contract Manager: Joanne Verry (Jo.very@mbie.govt.nz)

Quarterly report - Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan

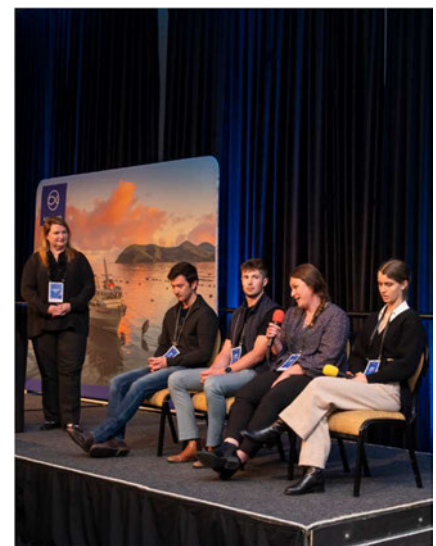
Tēnā koe Jo,

This is the **fourth** quarterly report for the MBIE-funded project ‘Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan’ and comprises the Year One Review.

Progress

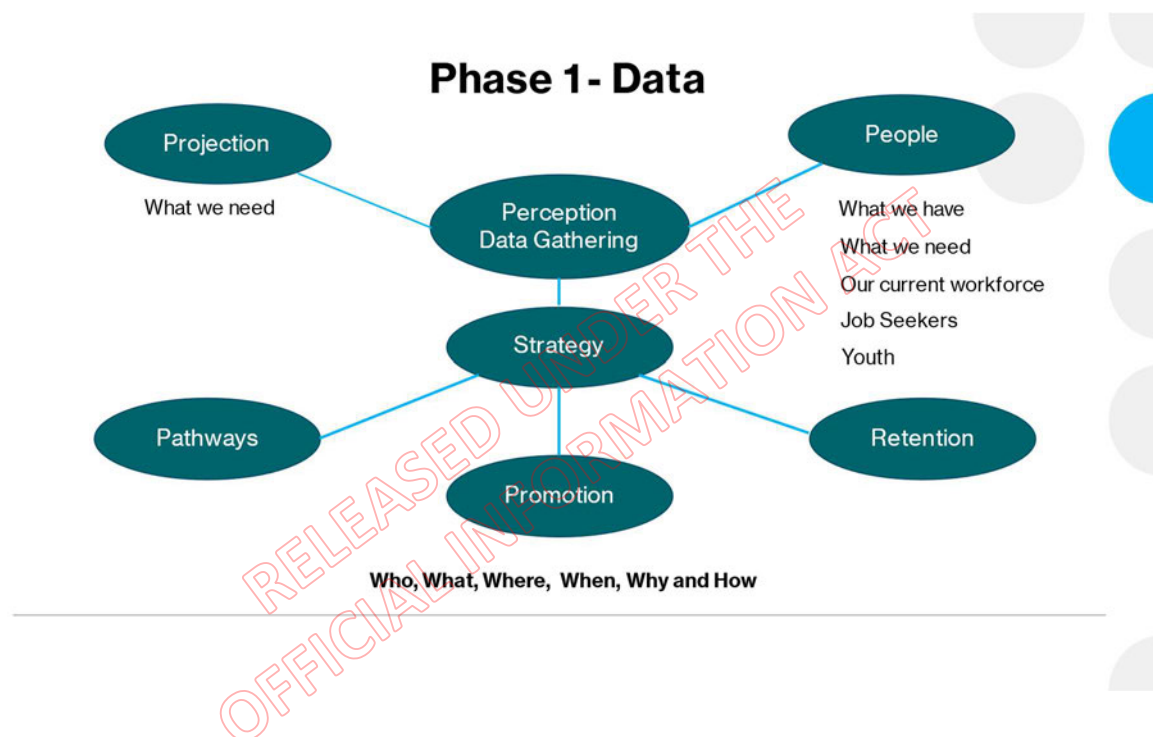
During this last quarter, key highlights include:

- Release of the industry retention survey of the existing aquaculture workforce. The survey will identify strategies to improve retention across the industry. The survey will close to existing industry participants in December 2023.
- Completion of the MPI-contracted NZIER report and forecasting model that estimates the future workforce requirements of the aquaculture industry as it grows to the Government's Aquaculture Strategy goal of \$3 billion in annual sales by 2035. It will provide valuable insights into workforce requirements by role, industry, and product, while also considering growth scenarios and the impact of automation on job roles. The final report is not publicly available.
- The Aquaculture Workforce Steering Group met on 10 October 2023 and confirmed the approach for phase 2 of the programme (refer below).
- The ‘Shaping our Future Workforce’ session at the Aquaculture conference (October 11-12) was very well received, at which ^{s 9(2)(a)} presented on AQNZ’s workforce development programme and Lauren Foster (Deloitte) facilitated a Generation Z workforce panel discussion.



Key achievements over the first year of the programme include:

- Recruitment of our Workforce Implementation Lead, s 9(2)(a)
- Completion of the aquaculture workforce census of company data
- Job Seeker focus groups (pilot) in Te Tau Ihu
- Gen Z study and combined report
- Existing workforce survey distributed and in progress
- MPI-commissioned report by NZIER for workforce forecasting completed
- Interim Pathways document published and shared
- Webinar to careers advisors and young people delivered
- MOE and SSF research report on Queen Charlotte College aquaculture curriculum



As you can see, much focus has been on gathering data that inform us about what our workforce looks like, where the gaps are, what is important to our existing staff to keep them engaged, and what is important to various sectors of the job market. We have a sound platform to strategically develop the second phase of our programme.

In the next quarter, we intend to undertake the following key steps:

- Collate and analyse industry perceptions survey results. The collated, anonymised data will be used to develop effective strategies, resources, and messaging to support recruitment, retention and promotion within the industry.
- Coordinate the Strategy workshops to scope the next phase of the delivery of the programme, focussing on Pathways, Retention strategies, and Promotion.

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	<i>TOTAL (ex GST)</i>		<i>210,000</i>

The invoice associated with Milestone 3 will be sent to MBIE shortly.

Please note: As I will be leaving this role from October 2023, please direct any queries on the programme to s 9(2)(a) s 9(2)(a) and anything contract-related to s 9(2)(a) s 9(2)(a).

Thanks to SWEP for your ongoing support of our mahi. Ngā mihi nui,
s 9(2)(a)

s 9(2)(a)
Policy Manager
Aquaculture New Zealand

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OFFICIAL INFORMATION ACT



Services Agreement for SWEP Contribution: Te Hiku Tupu Horticulture Initiative

DATE: 19/07/2021

BETWEEN HER MAJESTY THE QUEEN in right of New Zealand acting by and through Andrew McNaught Programme Director, Sector Workforce Engagement Programme (SWEP), Kānoa Regional Economic Development & Investment Unit , Ministry of Business, Innovation and Employment (**Ministry**)

AND The Chief Executive Office Te Rūnanga o Te Rarawa Trustees Limited (trading as **Te Rūnanga o Te Rarawa**) the **Service Provider**

AGREEMENT

The Ministry engages the Service Provider, and the Service Provider accepts engagement by the Ministry, to provide the Services and Deliverables on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Terms and Conditions).

SIGNED

Signed for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by:
Andrew McNaught, Programme Director,
Sector Workforce Engagement Programme,
Kānoa Regional Economic Development &
Investment Unit, Ministry of Business
Innovation and Employment:

Full Name Andrew Mcnaught

Signature

Andrew Mcnaught

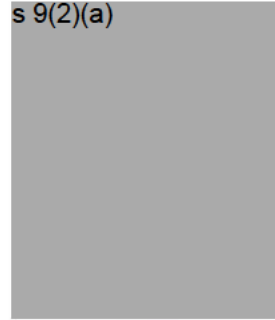
Date: 19/07/2021

Signed for and on behalf of **Te Rūnanga o Te Rarawa** by: **Phillip Murray** Chief Executive
Te Rūnanga o Te Rarawa

Full Name Phillip Murray

s 9(2)(a)

Signature



Date: 16/07/2021

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

SCHEDULE 1

DETAILS

1. Context and Purpose (clause 2.2, Schedule 2)

Northland's Te Hiku Iwi (including Ngāi Takoto, Te Aupōuri and Te Rarawa) and the Crown are bound by the commitments of the Social Accord (2013), to work in partnership so the communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous. The Joint Work Programme is the vehicle that drives this partnership and the whakapapa of the Tupu model stems from years of trials and learning to evolve iwi-led workforce development solutions that benefit communities of the Far North.

Te Hiku Iwi Development Trust and Te Hiku – Crown Joint Work Programme have established a learning and development programme that creates a reliable, skilled and productive workforce for local horticulture businesses. The incentive is to create opportunities for participants to develop the skills needed to engage and progress through the industry, achieving personal prosperity and long-term employment sustainability for the region. Horticulture has been identified as a growth industry in the rohe (Te Hiku Horticulture Roadmap, 2019, NZIER), but the casual nature of work must change to meet local iwi/ employer/ employee needs.

The resulting model **Tupu** is a Te Ao Māori solution that is learner and industry led, locally designed and delivered, regionally supported, and centrally enabled. There are iwi-led elements within the design and governance of the model. Although Tupu as a delivery model is designed for anyone, Māori make up 56% of the Te Hiku population, with a higher representation in unemployment stats. Therefore, Māori population outcomes are considered in the design.

Due to COVID, employers are no longer able to access a non-local workforce supply - this has provided an opportunity to trial an alternative solution. The skills paradox in Te Hiku involves a high demand for skilled people in industries like food and fibre coupled with a population predominantly Māori, under 20 years of age with few life, foundation, employability, or technical skills. They are often lacking confidence and disengaged from formal learning having left school without qualifications at ever decreasing ages. Dependency on benefits after generational unemployment and the casual nature of horticulture employment opportunities can mean a lack of appreciation of the value of work as a way of achieving wellbeing and prosperity. The Tupu approach is designed to fill the peaks and troughs of seasonal work demand by supplying reliable/fit for purpose labour to host firms with the Group Employer for the project (Te Rūnanga o Te Rarawa) taking on the costs and risks associated with employment (employment contracts, pay rates, employability skills etc.).

Under the Tupu project, local horticulture employees in the rohe are supported in their skills development while working and during class-based learning. Competencies achieved are credentialled, leading to formal qualifications and employer or other suitable endorsement of skill development is also available. It is anticipated that participant employees will be working with host employers 80% of the time, with 20% class-based learning and the usual entitlement of leave as employees.

Tupu Stakeholders

Te Hiku Iwi Development Trust, participating Rūnanga (Ngāi Takoto, Te Aupōuri and Te Rarawa), and the Crown are signatories to the Tupu project, with Te Rūnanga o Te Rarawa also being the Group Employer host entity for the programme.

Technical training aspects of the Tupu project are being delivered by New Zealand Sports Turf Institute Ltd.

Initial host employers involved in Tupu are Bells Produce Ltd (Bells) and Mapua Avacados Ltd (Mapua) both large scale horticulture businesses in the Far North.

Participating Crown Agencies Tertiary Education Commission (TEC), Ministry of Social Development (MSD) and Ministry of Business Innovation and Employment (MBIE) are upholding their commitment to the Te Hiku Social Accord by coming together in partnership to design and deliver the Tupu model.

A collective agreement for the project is in draft stage (The Tupu Horticulture Collective Agreement) articulating roles and commitments of each of the stakeholders. It is planned that the Tupu Collective Agreement will be ratified in July 2021.

Schedule 3 has the operational diagram that identifies how each of the stakeholders work together. The 20 Kaingaki kāri or participants are at the centre of the Tupu model. A key role of the Stakeholder Group is to support the Group Employer host entity who carries the operational risk.

The expected benefits from the Tupu project are as follows:

For Te Hiku whānau:

Fit for purpose programme with wrap around support for taitamariki (the generation disrupted) and job seekers to develop sustainable, long-term lifestyle pathways through building skills and experience and connecting to whenua. Pathways include management and self-employment opportunities.

For Tupu Host Employers:

20 reliable skilled Kaingaki Kāri (participants) to meet seasonal workforce needs, and interaction with a pipeline of suitable full-time employees.

For the Joint Work Programme:

A programme to transform the system. Development of two products; a curriculum that can be utilised by community/iwi groups to upskill whānau involved in horticulture, and an IT system that can be adapted for Group Employment Programmes in other sectors.

For MSD:

20 Kaingaki Kāri gaining the experience and skills they need to transition into permanent employment after one year. This model aligns with strategic investment initiatives to support job seekers into vocational education and permanent employment opportunities.

For MBIE:

Contributing to a new model of Māori economic and skills development from a Te Ao Māori perspective that MBIE will support through participation in Tupu stakeholder membership and commitment to the Joint Work Programme.

For TEC:

Participants beginning their tertiary pathway journey - relevant to local employment opportunities and fit-for-purpose to stakeholder needs. This model is aligned to the intentions of the minister to implement significant changes to the vocational education system and presents an opportunity to test and trial implementation of a locally designed solution responsive to local sector conditions to support economic development and sector growth. And will increase the participation of Maori in vocational training, provide wrap around support necessary to ensure equity of outcomes, support vocational development and aspirations of Te Hiku Whānau.

For Upholding Te Tiriti o Waitangi:

Government and iwi working together in partnership and within a Te Ao Māori approach to shift whānau out of a dependency state.

2. Services (clause 2, Schedule 2)

This Service Agreement is established to support the following deliverables :

In accordance with the aims of the Tupu project, The Group Employer will initially hire 20 Kaingaki Kāri (participants/employees) on a one-year, full-time contract, to work 80% of the time with Host Employers (initially Bells and Mapua), and participate 20% of the time in tailored industry specific training (80/20 split is subject to calendar and schedule of terms for Host Employer and Group Employer. Wrap around support will be provided to Kaingaki Kāri.

The aim is for all Kaingaki Kāri to gain necessary skills and experience to transition into permanent roles in the horticulture industry. Deliverables (clause 2, Schedule 2)

4. Ministry inputs (clause 3, Schedule 2)

The following Ministry inputs will be made as a result of this Service Agreement:

MBIE SWEP funding will cover an identified budget shortfall of **§s 9(2)(b)(ii)** in the Tupu project between March 21 and April 2023 that principle Crown funders (TE) cannot currently provide under their current funding remit. The required funding will support Tupu Kaingaki Kāri on a pathway to achieving a full qualification (the NZ Certificate in Primary Industry Skills – Level 2) as well as work related credits for additional skills areas.

The SWEP funding contribution is intended to bridge the shortfall in the interim term and will be disbursed to the fund holder (Te Rūnanga o Te Rarawa) as follows:

March 21 to June 21 (4 months)	§s 9(2)(b)(ii)
01 July 21 to 30 June 2022 (12 months)	§s 9(2)(b)(ii)
01 July 2022 to April 2023 (10 Months)	§s 9(2)(b)(ii)

5. Standards (clause 2.1.a, Schedule 2)

The Tupu project will be implemented as per the terms set out in the Stakeholder Group Operating Model (Schedule 4 of the Stakeholder Collective Agreement). This includes the role and responsibilities of the Group Employer to support the employment and training of current Kaingaki Kāri (and future cohorts), and commitment of other stakeholders (employers, agencies, educators) to support Tupu through continuous

participation and input into the programme's success as set out in Schedule 3 (Terms of Reference) of the Collective Agreement.

6. Timeframes and Milestones (clause 1.1, 2.1.a, Schedule 2)

Deliverable/Milestone	Performance standard	Due date	Amount due (ex GST)
Signed Agreement with Rūnanga o Te Rarawa		On execution of this Service Agreement	§s 9(2)(b)(ii)
Payment 2 01 July 21 to 30 June 2022 (12 months	SWEP joining the membership of the Tupu Stakeholder Collective Agreement and becoming signatory to the ratified Agreement (future date to be confirmed)	Commencement of fiscal 2021/2022	§s 9(2)(b)(ii)
Payment 3 01 July 2022 to April 2023 (10 Months)	SWEP continued involvement in appropriate working groups and Tupu forums and access to working papers and reports as set out in the ratified Stakeholder Collective Agreement	Commencement of fiscal 2022/23	§s 9(2)(b)(ii)

7. Charges (clause 4.1, Schedule 2)

Not applicable

8. Invoice Terms (clause 4.2, Schedule 2)

Invoice in instalments on the invoice dates set out above, subject to completion of the relevant Milestone to the Ministry's satisfaction.

9. Expenses (clause 4.6, Schedule 2)

No reimbursement of expenses.

10. Commencement Date (clause 1.1, 5.1, Schedule 2)

06 April 2021.

11. Completion Date (clause 1.1, 5.1, Schedule 2)

May 30 2023 at the latest. The parties acknowledge that this agreement is interim and will work in good faith to negotiate and seek to finalise a longer term and appropriate mechanism by July 2021, that once in place may supersede this Services Agreement.

12. Reporting Requirements (clause 9.1, Schedule 2)

SWEP as representatives of MBIE will join the permanent Stakeholder Group for the Tupu project (as per the Tupu Collective Agreement) and will be party to and contributor to stakeholder group meetings, advisory working papers and updates relating to Tupu for the duration of the programme.

13. Service Provider's and/or Third Parties' Pre-existing Intellectual Property Rights (clause 11.4, Schedule 2)

The parties acknowledge that the approach to design and development of the model was collaborative and that design features incorporate a range of stakeholder views. THIDT led the design and development phase of the programme, and facilitated development of content that incorporated collective views into features of design. THIDT agrees to act in the role of kaitiaki of any actual or perceived intellectual property that has resulted from this activity; however, it is agreed that although parties may have intellectual property rights over some of the content, no single party has intellectual property rights over the model itself.

Parties agree that the model can and should be shared where outcomes for whānau can be achieved outside of the programme.

The owner of any New Intellectual Property will grant a sub-licensable licence to any members of the Collective who require it.

14. Service Provider's Pre-existing Conflicts of Interest (clause 13.2, Schedule 2)

N/A

15. Key Personnel: (clause 7, Schedule 2)

[List any Service Provider Personnel that are critical to the provision of the Services and Deliverables, if any. Delete this clause if it is not applicable]

Name	Role
s 9(2)(a)	Iwi Relationship & Development Officer Te Rūnanga o Te Rarawa 16 Matthews Avenue Kaitaia PO Box 361 Kaitaia 0410

Bridget Dawson	Chair Tupu Stakeholder Group Te Hiku Iwi Development Trust 7 Melba Street, Kaitaia PO Box 645, Kaitaia 0410
s 9(2)(a)	Tupu Project Lead Te Rūnanga o Te Rarawa 16 Matthews Avenue Kaitaia PO Box 361 Kaitaia 0410

16. Exit Services (clause 6.6, Schedule 2)

a. The following services:

N/A

b. Charges for Exit Services:

Option 1 – Fixed Charge

NA17. Address for Notices (clause 19.5, Schedule 2)

Ministry:	Service Provider:
Ministry of Business, Innovation and Employment 15 Stout Street PO Box 1473 WELLINGTON Email Address: Andrew.mcnaught@mbie.govt.nz Attention: Andrew Mcnaught	Te Rūnanga o Te Rarawa 16 Matthews Avenue Kaitaia PO Box 361 Kaitaia New Zealand 0410 Email Address: s 9(2)(b)(ii) Attention: s 9(2)(a)



SCHEDULE 2

SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

1. Definitions

1.1 In this Agreement, the following terms have the stated meanings:

Agreement means this agreement, including Schedule 1 and this Schedule 2;

Business Day means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;

Charges means the charges set out in the Details;

Commencement Date means the commencement date set out in the Details or, if no commencement date is set out, the date of this Agreement;

Completion Date means the completion date set out in the Details;

Confidential Information means the terms and conditions of this Agreement, the Deliverables and all information and data (in any form) produced or acquired by the Service Provider or its Personnel in connection with this Agreement or the performance of the Services, and the Ministry Data;

Deliverables means the deliverables (if any) described in the Details and any other documents, reports or other materials produced by the Service Provider in the course of providing the Services;

Details means Schedule 1;

Exit Services has the meaning given in clause 6.6;

GST means goods and services tax within the meaning of the Goods and Services Tax Act 1985;

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity, and **Intellectual Property** has a corresponding meaning;

Key Personnel has the meaning given in clause 7.1;

Milestone means an event or task under this Agreement to be performed at or by a particular date and time, as set out in the Details (if any);

Ministry Data means all information and data (in any form) belonging to the Ministry that is acquired by the Service Provider or its Personnel in connection with this Agreement or the performance of the Services and includes the Ministry's information systems and processing facilities, all data relating to the Ministry's operations and clients and all data or business knowledge about the Ministry, its Personnel, customers

and suppliers;

Parties means the Ministry and the Service Provider, including their permitted assigns;

Personnel means all employees, contractors, agents and officers and includes, to avoid doubt, Key Personnel (if any); and

Services means the services described in the Details together with all other work to be performed by the Service Provider to supply the Deliverables and perform its other obligations under this Agreement.

- 1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.
- 1.3 The headings in this Agreement are for convenience only and have no legal effect.
- 1.4 The singular includes the plural and vice versa.
- 1.5 "Including" and similar words do not imply any limitation.
- 1.6 References to a statute include references to that statute as amended or replaced from time to time.
- 1.7 References to "NZD" or "\$" are to New Zealand currency, except where expressly stated otherwise.
- 1.8 The rule of construction known as *contra proferentem* does not apply to the interpretation of this Agreement.
- 1.9 If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail, except where the Details expressly state otherwise.

2. Services and Deliverables

- 2.1 The Service Provider must provide the Services and the Deliverables promptly, efficiently, with reasonable skill and care and using suitably skilled, experienced and qualified Personnel, in accordance with:
- this Agreement, including the standards and Milestones and other timeframes (if any) set out in the Details (and if no timeframe is set out in the Details, within a timeframe that is reasonable in the circumstances);
 - the best currently accepted principles and practices applicable to the Services and the Deliverables;
 - all applicable laws, regulations, rules and professional codes of conduct or practice, including the Employment Relations Act 2000, the Immigration Act 2009 and the Health and Safety at Work Act 2015;
 - the Ministry's security and health and safety policies and requirements where the Service Provider is providing any of the Services and

- Deliverables on the Ministry's premises; and
- e. the reasonable directions of the Ministry.
- 2.2 The Service Provider must ensure that the Services and Deliverables are fit for the purpose set out in the Details (if any).
- 2.3 The Service Provider must obtain all third party consents, licences, authorisations and approvals required for it to provide the Services and Deliverables under this Agreement.
- 2.4 If the Services or Deliverables are not, in the Ministry's reasonable opinion, provided in accordance with this Agreement (including in accordance with any Milestone due dates set out in the Details) or are not otherwise in accordance with the Ministry's requirements, the Ministry may (without limiting its other remedies):
- require the Service Provider to remedy the deficiency immediately, at the Service Provider's cost;
 - withhold any payment due to the Service Provider until the deficiency is remedied to the Ministry's satisfaction; and/or
 - deduct a reasonable amount from any payment due to the Service Provider to reflect the deficiency.
- 2.5 The Service Provider must provide the Deliverables in such format, and on such medium, as is reasonably required by the Ministry.
- 2.6 The Service Provider acknowledges that the Ministry may engage other suppliers to provide services that relate to or are used by the Ministry in conjunction with the Services and Deliverables. The Service Provider agrees to co-operate fully and collaborate in good faith with the Ministry and any external suppliers in a timely manner, including:
- providing information reasonably required to ensure that the Ministry and any external supplier is able to perform their relevant responsibilities and functions; and
 - to the extent that it is within the Service Provider's control, achieving efficiency and reliability of services and deliverables provided to the Ministry and to ensure efficient change control processes across all suppliers.
- 3. Ministry inputs**
- The Ministry must use reasonable efforts to provide the inputs set out in the Details (if any) to the Service Provider in accordance with any timeframes set out in the Details (and if no timeframe is set out in the Details, within a timeframe that is reasonable in the circumstances).
- 4. Charges and invoicing**
- 4.1 Subject to clauses 2.4, 4.3, 4.4 and 4.5, the Ministry must pay the Charges at the rates set out in the Details for the provision of the Services and the Deliverables. The Charges:
- are the total amount payable by the Ministry for the provision of Services and Deliverables under this Agreement; and
 - must not exceed any cap on the Charges set out in the Details.
- 4.2 The Service Provider must provide a fully itemised valid GST invoice to the Ministry for all Charges due in the manner set out in the Details. The invoice must:
- be sent directly to the Ministry in PDF format via email to mbie.invoices@mbie.govt.nz;
 - Be copied to the relevant MBIE manager;
 - include details of the Services and Deliverables to which the invoice relates;
 - include sufficient information reasonably required to enable the Ministry to validate the claim for payment including:
 - reference to this Agreement (under which the invoice is issued);
 - the Charges for and description of each Service and Deliverable being invoiced;
 - in respect of any Charges on a time and rate basis, the relevant times and rates on which the Charge is based;
 - full details of any approved expenses incurred, together with copies of invoices for such items which have a value greater than \$1,000; and
 - be clearly and legibly marked to the attention of the full name of the person ordering the Services and Deliverables.
- 4.3 The Ministry is not obliged to make any payment under this Agreement until an invoice which complies with clause 4.2 has been received by it from the Service Provider. Payments will be made to the credit of a bank account to be designated in writing by the Service Provider.
- 4.4 The Charges are inclusive of all taxation except GST. The Ministry shall be entitled to deduct any withholding tax required to be withheld by law from payments made to the Service Provider and shall not be required to gross-up or increase any such payments in respect of such amounts withheld.
- 4.3 Without limiting the Ministry's rights under clause 2.4, the Ministry may (acting reasonably) withhold any disputed amount until the dispute is resolved. The Ministry must pay any undisputed portion of the sum set out in each invoice by the 20th of the month following the month of receipt of the invoice. The Ministry must reimburse the Service Provider for expenses incurred by the Service Provider in providing the Services and Deliverables only if, and to the extent, specified in the Details.
- 5. Term**
- 5.1 Subject to clauses 6.1, 6.2 and 18.2, this Agreement will commence on the Commencement Date and will continue until the later of the Completion Date set out in the Details or completion of the Services and provision of the Deliverables in accordance with this Agreement.
- 5.2 Services and Deliverables provided prior to the date of this Agreement are deemed to have been provided on the terms of this Agreement.

6. Termination

- 6.1 The Ministry may terminate this Agreement at any time by giving 10 Business Days' notice to the Service Provider.
- 6.2 The Ministry may terminate this Agreement immediately by giving notice to the Service Provider, if the Service Provider:
- is in breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
 - fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;
 - does or omits to do something, or any matter concerning the Service Provider comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
 - has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
 - becomes, or in the Ministry's reasonable opinion, is likely to become insolvent, bankrupt or subject to any form of insolvency action or administration.
- 6.3 Termination or expiry of this Agreement does not affect the rights and obligations of the Parties accrued up to and including the date of termination.
- 6.4 Within 10 Business Days of termination of this Agreement:
- where that termination was under clause 6.1, the Ministry must pay the Service Provider for Services and Deliverables provided in accordance with this Agreement up to the date of termination (provided the Service Provider has provided an invoice which complies with clause 4.2); and
 - the Service Provider must refund to the Ministry all amounts paid by the Ministry for Services or Deliverables not provided. If the Ministry has paid a fixed Charge for Services or Deliverables, the Service Provider must refund to the Ministry a portion of the fixed Charge which, in the Ministry's reasonable opinion, relates to the Services or Deliverables not provided.
- 6.5 Except to the extent the Service Provider is legally required to retain any Confidential Information, the Service Provider must, within 5 Business Days of termination or expiry of this Agreement:
- return to the Ministry:
 - all Confidential Information in the Service Provider's possession or control; and
 - all other property of the Ministry relating in any way to this Agreement (including documents, data, work-in-progress and materials in which the Intellectual Property

Rights of the Ministry are vested and back-up copies) which is in the possession or control of the Service Provider or its Personnel; and/or

- if requested by the Ministry, destroy or erase all copies in any form of the Confidential Information or Ministry Intellectual Property and any other documents prepared by or for the Service Provider which contain or reflect any Confidential Information or Ministry Intellectual Property.
- 6.6 The Service Provider must, if requested by the Ministry, provide the exit services set out in the Details, if any (Exit Services), before or from the expiry or termination of this Agreement.
- 6.7 The Ministry must, except where the Ministry has terminated under clause 6.2, pay for the Exit Services at the relevant rates set out in the Details, up to the total maximum cap set out in the Details for the Exit Services. To avoid doubt, the terms of this Agreement continue to apply to the Exit Services, with all necessary modification.
- 6.8 The provisions of this Agreement which, by their nature, are intended to survive termination or expiry of this Agreement, including those provisions relating to remedying deficiencies in the Services and Deliverables (clause 2.4), termination (clause 6) reporting requirements (clause 9.2), intellectual property (clause 11), confidentiality (clause 12), and liability and insurance (clause 14) will continue after the expiry or termination of this Agreement.
- ## 7. Key Personnel
- 7.1 The Service Provider must ensure that the key Personnel set out in the Details (if any) (Key Personnel) provide the Services and Deliverables.
- 7.2 If, at any time during the term of this Agreement, any member of the Key Personnel is not available to provide the Services and Deliverables, the Service Provider must:
- promptly notify the Ministry of the non-availability of any Key Personnel; and
 - consult with the Ministry when appointing a replacement.
- 7.3 Where the Service Provider appoints a new person to a Key Personnel role, it must ensure that a full and proper handover occurs between each appointee to a Key Personnel role.
- 7.4 If the Service Provider's Personnel require access to the Ministry's facilities and IT systems to provide the Services the Service Provider must provide the following evidence of the suitability of the relevant Personnel:
- Ministry of Justice criminal record check (MoJ Check);
 - clearance to work in New Zealand; and
 - credential and reference check from at least two references (the Evidence).
- The Evidence must not be more than 6 months old.
- Apart from the MoJ Check, the Service Provider must provide the Evidence when the Personnel are proposed to provide the Services.
- The Service Provider must provide the MoJ Check to the

Ministry as soon as possible and no later than 20 business days after the Contract has commenced.

On request by the Ministry, the Service Provider must provide additional evidence of the suitability of the Personnel performing the Services such as a credit check.

7.5 For other Personnel providing the Services, the Service Provider, on request by the Ministry, must provide evidence of the suitability of the Personnel performing the Services. This evidence is to be in the form of the following background checks which are not to be more than 6 months old:

- a. Ministry of Justice criminal record check;
- b. clearance to work in New Zealand;
- c. credential and reference check; and
- d. credit check.

7.6 The Service Provider will immediately notify the Ministry of any change it is aware of to the suitability of the Personnel during the term of this Contract.

8. Good Employer

The Service Provider must ensure that it operates policies and systems that promote fair and proper treatment of employees in all aspects of their employment.

9. Reporting Requirements

9.1 The Service Provider must report on the progress of the Services and Deliverables (including, if requested, providing copies of current versions of the Deliverables) to the Ministry:

- a. as set out in the Details; and
- b. in any format and on any medium reasonably required by the Ministry.

9.2 The Service Provider must:

- a. respond promptly, accurately and adequately to any request for information made by the Ministry in relation to this Agreement, including for the purpose of enabling the Ministry to comply:
 - i. with its obligations under the Official Information Act 1982 and the Privacy Act 1993;
 - ii. with its obligations to relevant Ministers of the Crown and Select Committees; and
 - iii. otherwise for the purpose of enabling the Ministry to comply with its internal and external reporting and accountability obligations; and
- b. ensure that all information provided to the Ministry contains sufficient content and detail to enable the Ministry to make use of the information for the purpose for which it was requested.

10. Warranty

Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in

accordance with this Agreement's terms.

11. Intellectual Property

11.1 The following Intellectual Property (including any modification, enhancement or derivative work of that Intellectual Property) remains the property of the current owner, regardless of its use in the Deliverables:

- a. Intellectual Property that existed prior to the date of this Agreement; and
- b. Intellectual Property that was developed independently of this Agreement.

To avoid doubt, all Intellectual Property Rights in the Ministry Data (including in any modification, enhancement or derivative work of that Ministry Data) remain the property of the Ministry, regardless of its use in any Deliverables.

11.2 Subject to clauses 11.1 and 11.4 and unless stated otherwise in the Details, all new Intellectual Property Rights in the Confidential Information (including any enhancement, modification or derivative work of that Confidential Information) and any other Intellectual Property created or developed by the Service Provider or its Personnel in providing the Services and Deliverables will be owned by the Ministry from the date the Intellectual Property is created or developed.

11.3 The Service Provider must not develop, create or use in the course of performing this Agreement any Deliverable or other material which infringes or is likely to infringe the Intellectual Property Rights of any person.

11.4 The Service Provider must not incorporate any Intellectual Property owned by it or a third party into the Confidential Information or any Intellectual Property created or developed in providing the Services and Deliverables unless:

- a. the Service Provider's (and any third party's) Intellectual Property Rights are listed in the Details; and
- b. the Service Provider grants or obtains for the Ministry an irrevocable, transferable, perpetual, royalty-free licence to use, modify, licence, market and disseminate the relevant Intellectual Property for the purpose set out in the Details or, if there is no purpose set out, for the Ministry's general purposes, including any purpose reasonably contemplated when the Services and Deliverables were provided.

11.5 The Service Provider must indemnify and keep indemnified the Ministry from and against all claims, proceedings, damages, liability, loss, costs or expense (including legal costs on a solicitor own client basis) in connection with the infringement or alleged infringement of any third party's Intellectual Property Rights (IP Claim) arising out of or in connection with the Services or the Deliverables or the supply to or the possession or use by the Ministry (or its Personnel) of the Deliverables as contemplated by this Agreement.

11.6 The Service Provider is not required to indemnify the Ministry under clause 11.5 to the extent that an IP Claim arises as a result of:

- a. the Ministry's breach of this Agreement; or

- b. modification or alteration of the Deliverables by a person other than the Service Provider (but only to the extent of the modification or alteration).
- 11.7 Without limiting the indemnity in clause 11.5 or any other rights of the Ministry under this Agreement, if at any time an IP Claim is made, or in the Service Provider's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, at the Ministry's request the Service Provider must (at the Service Provider's cost and option):
- obtain for the Ministry the right to continue using the items which are the subject of the IP Claim; or
 - modify, replace or re-perform the items which are the subject of the IP Claim so they become non-infringing, provided that this does not detract from the performance of the Services or Deliverables.
- 11.8 Without limiting the Ministry's other rights and remedies, if the remedies in clause 11.7 are exhausted without remedying or settling, to the Ministry's satisfaction, the IP Claim, the Ministry may terminate this Agreement for breach under clause 6.2a.
- 12. Confidentiality**
- 12.1 The Service Provider must, unless it has the prior written consent of the Ministry:
- keep the Confidential Information confidential at all times;
 - not disclose any Confidential Information to any person other than its Personnel to whom disclosure is necessary for the purposes of providing the Services and Deliverables;
 - ensure that it has in place adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons including, as a minimum, complying with the Ministry's Retention and Disposal Schedules and all relevant requirements imposed from time to time by the New Zealand Government on the holding, access, use, retention and disposal of government information;
 - upon request by the Ministry, provide the Ministry with independent verification of its compliance with clause 12.1c; and
 - ensure that any Personnel to whom it discloses Confidential Information are aware of, and comply with, the provisions of this clause 12.
- 12.2 The obligations of confidentiality in clause 12.1 do not apply to any disclosure of Confidential Information:
- required by law;
 - to the extent that such disclosure is necessary for the purposes of providing the Services and Deliverables or exercising rights under this Agreement; or
 - where such information has become public other than through a breach of the obligation of confidentiality in this clause 12 by the Service Provider, or its Personnel, or was disclosed to the Service Provider on a non-confidential basis by a third party who is not in breach of any obligation of confidentiality to the Ministry.
- 12.3 The Service Provider must not, without the Ministry's prior written approval:
- make any public statement in relation to this Agreement or the provision of the Services or Deliverables to the Ministry, including making press releases or naming the Ministry on any customer list; or
 - offer any customer reference in relation to this Agreement.
- 13. Conflict of Interest**
- 13.1 The Service Provider must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must avoid conflicts of interest. Conflicts of interest include:
- situations which could give rise to a conflict of interest or compromise the Service Provider's or the Ministry's integrity; or
 - any financial or other interest or undertaking that could interfere with or compromise the performance of the Service Provider's obligations under this Agreement, or the integrity or standing of the Ministry.
- 13.2 Unless otherwise stated in the Details, the Service Provider warrants that it has no conflicts of interest at the date of this Agreement.
- 13.3 The Service Provider must advise the Ministry in writing of any actual or potential conflict of interest that might arise in the performance of the Services and the development of the Deliverables as soon as the Service Provider becomes aware of it, and must assist the Ministry to address or avoid or mitigate that conflict of interest.
- 14. Liability and Insurance**
- 14.1 Except for the Ministry's liability to pay the Charges, neither Party is liable for any loss of profit, revenue, data, savings, business and/or goodwill or any other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement, regardless of whether the other Party had been advised of the possibility of such loss or damage.
- 14.2 Clause 14.1 does not apply to limit the Service Provider's liability:
- under the Intellectual Property indemnity in clause 11.5;
 - in connection with a breach of clause 12; or
 - under clause 14.4.
- 14.3 To the maximum extent permitted by law, the maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if all Services and Deliverables had been provided in accordance with this Agreement.
- 14.4 The Service Provider indemnifies the Ministry against any

claim, liability, loss or expense, including legal fees on a solicitor own client basis (together, loss), brought or threatened against, or incurred by the Ministry, arising from fraud or wilful misconduct by the Service Provider or its Personnel or personal injury or death as a result of, or in connection with, an act or omission of the Service Provider or its Personnel in breach of this Agreement, except to the extent that loss arises out of an act or omission by the Ministry.

14.5 The Service Provider must:

- a. at its own expense, ensure that it has in place for the term of this Agreement:
 - I. adequate insurance to cover standard commercial risks and the indemnities under this Agreement; and
 - II. other insurance reasonably required by the Ministry; and
- b. upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

15. Audit

15.1 At the Ministry's request, the Service Provider must allow the Ministry (or an independent auditor nominated by the Ministry) to conduct audits of the Service Provider's compliance with this Agreement.

15.2 If an audit reveals any material non-compliance with this Agreement, the Service Provider must bear all of the Ministry's costs in carrying out that audit, in addition to any other rights and remedies the Ministry may have in respect of the non-compliance.

15.3 Without limiting clause 15.1, the Service Provider must co-operate in a timely manner in relation to any audit undertaken in accordance with this clause 15, including promptly providing the Ministry or the auditor (as the case may be) with reasonable access and assistance in respect of any audit, including reasonable access to the Service Provider, its Personnel, and the facilities, records and resources which are owned by the Service Provider and used in the provision of the Services and Deliverables.

15.4 The Ministry or the auditor (as the case may be) may make copies of any records or other information acquired by it for the purposes of any audit undertaken in accordance with this clause 15.

16. Independent Contractor

16.1 The Service Provider is engaged to provide the Services and Deliverables as an independent contractor. The Service Provider (including its Personnel, if any) is not an employee of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to pay to the Service Provider:

- a. holiday pay, sick pay or any other payment under the Holidays Act 2003; or
- b. redundancy or any other form of severance pay; or
- c. taxes or levies, including any levies under the

Accident Compensation Act 2001.

16.2 The Service Provider indemnifies the Ministry against any taxes, levies, penalties, damages or compensation which the Ministry may be liable to deduct, withhold or pay by reason of the Service Provider, or any person used by the Service Provider to provide the Services or Deliverables, being held to be an employee of the Ministry or of the Chief Executive of the Ministry.

17. Dispute Resolution

17.1 The Parties will attempt to resolve any dispute or difference that may arise under or in connection with this Agreement amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.

17.2 If the Parties' senior managers are unable to resolve the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or another form of alternative dispute resolution agreed between the Parties.

17.3 If a dispute is referred to mediation, the mediation will be conducted by a single mediator appointed by the Parties (or if they cannot agree, appointed by the Chair of the Resolution Institute) and on the terms of the Resolution Institute standard mediation agreement (unless the Parties agree otherwise). The Parties will pay their own costs relating to any mediation or other form of alternative dispute resolution (unless they agree otherwise).

17.4 The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending final resolution of the dispute.

17.5 Nothing in this clause 17 precludes either Party from taking immediate steps to seek urgent relief before a New Zealand court.

18. Force Majeure

18.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including acts of God, communication line failures, power failures, riots, strikes, lock-outs, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement (**Force Majeure Event**). To avoid doubt, a Party cannot rely on this clause 18.1 to the extent that it could have avoided the effects of the Force Majeure Event by taking reasonable steps. The Party affected must:

- a. notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
- b. use its best endeavours to overcome the Force Majeure Event and minimise the loss to the other Party; and
- c. continue to perform its obligations as far as practicable.

18.2 If by reason of a Force Majeure Event a Party has been unable to perform any material obligation under this

Agreement for a period of one month, the other Party may, after consulting with the Party affected by the Force Majeure Event, immediately terminate this Agreement by giving notice to that Party.

19. General

19.1 A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.

19.2 Assignment:

- a. The rights and obligations of the Service Provider under this Agreement are personal to the Service Provider and may only be assigned, delegated or subcontracted with the prior approval in writing of the Ministry (which may not be unreasonably withheld or delayed). The Service Provider remains liable for performance of its obligations under this Agreement despite any approved assignment, subcontracting or delegation.
- b. If the Service Provider is a company, any transfer of shares, or any other arrangement affecting the Service Provider or its holding company which results in a change in the effective control of the Service Provider is deemed to be an assignment subject to clause 19.2.a.

19.3 This Agreement may only be varied by agreement in writing signed by the Parties.

19.4 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

19.5 Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or post to the Parties' respective addresses as set out in the Details. Any notice is deemed to be received:

- a. if personally delivered, when delivered;
- b. if posted, three Business Days after posting; or
- c. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error;

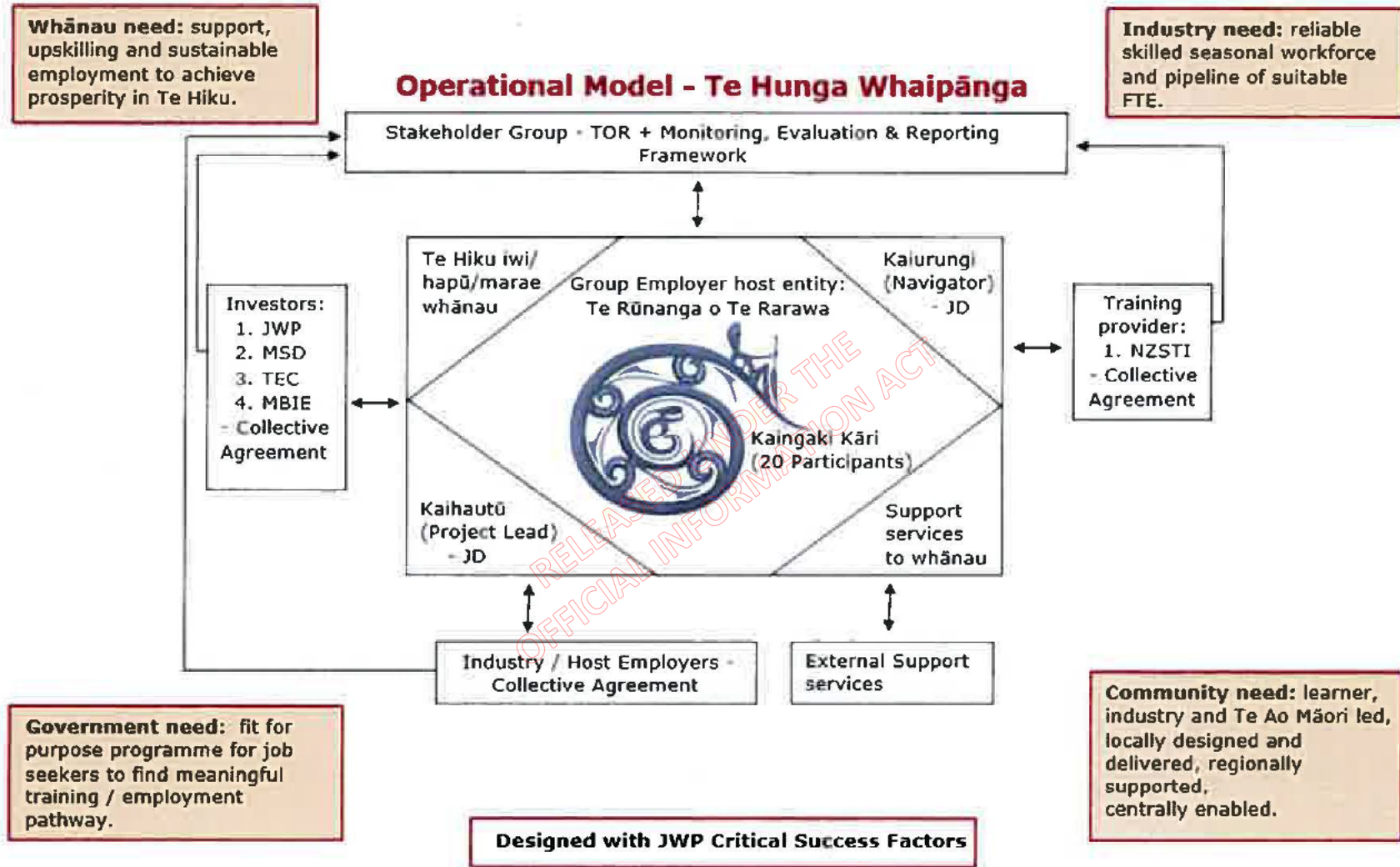
provided that any notice received after 5pm or on a day which is not a Business Day is deemed not to have been received until the next Business Day.

19.6 This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

19.7 This Agreement may be signed in any number of counterparts (including scanned copies) and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

19.8 This Agreement will be governed by and construed in accordance with New Zealand law. Subject to clause 17, each Party submits to the non-exclusive jurisdiction of the New Zealand courts in relation to any dispute connected with this Agreement.

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

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Schedule 1: PSG Terms of Reference | DRAFT 11

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

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)



Authorised Signatory

Andrew McNaught.
Print Name

Witness Signature

Print Name

Occupation

s 9(2)(a)



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.

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