

S9 (2) (a)

---

**From:** Terisa Ngobi .S9 (2) (a)  
**Sent:** Tuesday, 10 May 2016 8:25 a.m.  
**To:** S9 (2) (a)  
**Subject:** Trust Deed and charitable trust templates

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Morena korua

Many thanks again for yesterday. Just being around the table having the discussions was uplifting and inspiring.

We had a look last night for the Register for Charitable Trust and Trust Deed templates but couldn't seem to find either? I did find Application for registration as a charitable entity form - is this the registration one?

Is there any chance you could send me the direct link or attach the templates and send to me please? We are keen to get these out of the way as soon as possible.

Further, <sup>S9 (2) (a)</sup> as soon as you are able to send me the PDF for the 25th we will get that out to our community:)

Naku noa

Terisa Ngobi

Social Sector Trial Project Coordinator

Email: S9 (2) (a)



S9 (2) (a)

---

**From:** Terisa Ngobi S9 (2) (a)  
**Sent:** Thursday, 12 May 2016 2:04 p.m.  
**To:** S9 (2) (a)  
**Cc:** Rasela Fuauli; Rasela Fuauli; Pio Masoe  
**Subject:** Trust Deed DRAFT  
**Attachments:** Charitable-Trust-Sample Deed Pasifika Fa'atili foe mo le a'e.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tena koe ano <sup>S9 (2) (a)</sup>

Firstly thank you for your time on the phone today, I know your time is valuable so I appreciate you making the time to talk things through for me.

I have attached a DRAFT of the Trust Deed for our group. I have some comments attached to sections I had queries around. We appreciate your time with this.

Na

Tee

Terisa Ngobi

Social Sector Trial Project Coordinator

Email: S9 (2) (a)



Charitable Trust Sample Deed for New Foundations

THIS DEED is made the Thursday the 11th day of May 2016

**BETWEEN**

Name	Address	Occupation
Terisa Telesia Ngobi	S9 (2) (a)	Project Coordinator
Rasela Molio'o Pusa-Fuauli	S9 (2) (a)	Head Teacher
Seu I aso malu Pio Fa'alauau Masoe	S9 (2) (a)	Development Advisor

**WHEREAS:**

- A. The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust") for the purposes described in Clause 3 of this Deed, and
- B. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

**1. TE INGOA/ NAME:**

The name of the Trust is Pasifika Fa'atili foe mo le a'e – Pasifika for tomorrow, hereafter called 'the Trust'.

**2. MĀTĀPONO/PRINCIPLES**

The Trust is committed, in attaining its purposes, to:

- 2.1 respecting and implementing the dual heritage of the partners of Te Tiriti o Waitangi (the Treaty of Waitangi);
- 2.2 respecting the cultural diversity of people and encourage people from all nationalities to utilize the Trust's facilities and services;
- 2.3 inspiring people to reach their full potential;
- 2.4 working cooperatively with others in the Pasifika area; and
- 2.5 maintaining the highest standards of professionalism and integrity.

**3. WHĀINGA/ PURPOSE**

The purpose of the Trust will be to educate and train people, particularly Pasifika peoples who include target groups of young people and elderly – further to engage, educate and train non Pasifika peoples from agencies, social service providers and departmental organisations, about engagement and supporting the Horowhenua Pasifika community to access, have awareness and build Pasifika capability & capacity in the wider social services. In particular the Trust will:

- 3.1 provide and deliver programmes and initiatives based on Pasifika ethos and perspectives;
- 3.2 provide Advocacy, advice and guidance from a Pasifika perspective;
- 3.3 ensure Horowhenua Pasifika community has access and awareness regarding social services and initiatives and
- 3.4 provide other support and assistance consistent with this charitable purpose.

**4. NGA MAHI KI AOTEAROA ANAKE/ ACTIVITIES LIMITED TO AOTEAROA/NEW ZEALAND**

The activities of the Trust will be limited to Aotearoa/New Zealand.

**5. TARI/OFFICE**

The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

**6. TE RUNANGA WHAKAHAERE/ THE BOARD OF TRUSTEES**

- 6.1 The Board will comprise of no less than three (3) Trustees and no more than ten (5) Trustees.
- 6.2 The signatories to this Deed will be the first Board. The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer will also be appointed from among themselves or from non-trust members. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The positions of Secretary and Treasurer may be combined.
- 6.3 A person will immediately cease to be Trustee when she or he resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.
- 6.4 The Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees subject to clause 6.1.
- 6.5 The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number of trustees as stated in this deed, the continuing trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.
- 6.6 The Board may, by a motion decided by a two-thirds ( $\frac{2}{3}^{\text{rd}}$ ) majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interests of the Trust.
- 6.7 The name of the Board will be Pasifika Fa'atili foe mo le a'e – Pasifika for tomorrow.

**7. NGA HUI O TE RUNANGA WHAKAHAERE/ MEETINGS OF THE BOARD**

- 7.1. The procedure for Board meetings will be as follows:
- 7.1.1 A quorum will be at least half of its members.
- 7.1.2 If a Trustee, including an office-bearer, does not attend three (3) consecutive meetings of the Board without leave of absence that member may, at the discretion and on decision of the Board, be removed as a Trustee, and/or from any office of the Trust which she or he holds.
- 7.1.3 All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands, unless otherwise determined by the Board.
- 7.1.4 If the voting is tied, the motion will be lost.

7.1.5 In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.

7.2 The Board will meet at least three (3) times every year. Meetings may be held in person or by any other means of communicating as decided on by the Board from time to time. The Secretary will ensure that all members of the Board are notified of the meeting, either verbally or in writing.

7.3 The Secretary will ensure that a minute book is maintained which is available to any member of the Trust and which, for each meeting of the Board, records

7.3.1 the names of those present;

7.3.2 all decisions made by the Board; and

7.3.3 any other matters discussed at the meeting.

#### 8. TAKE/TAKE/ POWERS

In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

8.1 to use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment;

8.2 to purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;

8.3 to invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;

8.4 to borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit; and

8.5 to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

#### 9. KO NGA RAWA HEI PAINGA MO TE IWI/ INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

9.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.

9.2 No trustee or members of the Trust or any person associated with a trustee shall participate in or materially influence any decision made by the trustees in respect of any payment to or on behalf of that trustee or associated person of any income, benefit or advantage whatsoever.

Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

9.3 The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

Comment [TN1]: <sup>89 (2) (a)</sup> does this work with the proviso that we are working financials within LTTM?

## 10. TURU TAKETAKE/ POWER TO DELEGATE

10.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done.

10.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Board.

10.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.

10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

## 11. PUTEA/ FINANCIAL ARRANGEMENTS

11.1 The financial year of the Trust will be from 1 January to 31 December.

11.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:

11.2.1 how money will be received by the Trust;

11.2.2 who will be entitled to produce receipts;

11.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

11.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and

11.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted.

11.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.

11.4 The Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

## 12. TE TOHE TAKETAKE/ COMMON SEAL

12.1 The Common Seal of the Board, following its incorporation, will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.

12.2 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson (or a trustee acting as the Chair) and one other trustee appointed by the Board.

## 13. TAKAWAENGA/ MEDIATION & ARBITRATION

13.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators'

Comment [TN2]: <sup>59(2) (a)</sup> does this still stand given the umbrella or rather LTM being a 'fund holder'? So still have Treasurer and still keep records etc but that it will go for sign off etc through LTM as fund holders?

and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.

13.2 The mediation shall be terminated by-

13.2.1 The signing of a settlement agreement by the parties; or

13.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or

13.2.3 Notice by one or more of the parties to the mediator to the effect that further efforts at mediation are no longer justified; or

13.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

13.3 If the mediation should be terminated as provided in 13.2.2, 13.2.3 or 13.2.4 any dispute or difference arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

#### 14. TAUNAHA/ TRUSTEE LIABILITY

It is declared that:

14.1 The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and

14.2 They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come;

14.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;

14.4 No Trustees hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C Trustees Act 1956 (as enacted by the Trustee Amendment Act 1988) (or any statutory replacement or equivalent) unless such loss is attributable:

14.4.1 To his or her own dishonesty; or

14.4.2 To the wilful commission by him or her of an act known by him/her to be a breach of Trust.

And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.

14.5 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee.

14.6 Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.

14.7 The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

**15. TE TUKU TOENGA RAWA/DISPOSITION OF SURPLUS ASSETS**

On the winding up of the Trust, or on its dissolution by the Registrar, all surplus assets, after the payment of costs, debts and liabilities will be given to other charitable Pasifika organisation/s within New Zealand as the Board will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.

**16. WHAKAREREKETANGA TURE/ALTERATION OF THIS DEED**

16.1. The Trustees may by consensus or pursuant to a motion decided by a majority of votes, by supplemental deed make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition will detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

16.2. Any alteration or addition must be recorded in writing either in a supplemental deed or a trustees' resolution signed by all trustees.

IN WITNESS OF WHICH this Deed has been executed:

SIGNED by the above named)

Judge or JP?

) \_\_\_\_\_

Comment [TN3]: I will get this filled in once you have had a look at the doc@

as Trustee in the presence of: ) \_\_\_\_\_

Full Name of Witness: .....

Occupation: .....

Residential address: .....

SIGNED by the above named)

Terisa Ngobi

) \_\_\_\_\_

as Trustee in the presence of: ) \_\_\_\_\_



Full Name of Witness: .....

Occupation: .....

Residential address: .....

SIGNED by the above named)

S9 (2) (a)

) \_\_\_\_\_

as Trustee in the presence of: ) \_\_\_\_\_

Full Name of Witness: .....

Occupation: .....

Residential address: .....

“A”

This is the document marked “A”  
referred to in the annexed  
declaration of  
..... made at  
Levin this ..... day  
of ....., 2016  
before me .....

Released under the Official Information Act 1982



S9 (2) (a)

---

**From:** Terisa Ngobi S9 (2) (a)  
**Sent:** Friday, 27 May 2016 3:17 p.m.  
**To:** S9 (2) (a)  
**Subject:** Re: Charitable Trust Deed for Pasifika for Tomorrow

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Yes really interesting stuff happening in that space at the moment, S9 (2) (a) , Out of Scope  
Out of Scope

On 27/05/2016 3:13 pm, S9 (2) (a) wrote:  
All good, we have heard that <sup>Out of Scope</sup> resigned from <sup>Out of Scope</sup> today.

have an restful weekend.  
S9 (2) (a)

Sent from my iPad

On 27/05/2016, at 2:06 pm, Terisa Ngobi S9 (2) (a) wrote:

Tena koe S9 (2) (a)

Just wanted to give you an update on where we are with the caharitable trust deed. So I've finished the updates and now just need to triple check it through Pio and Rasella then will get it to a JP so may not have this to you until next week Monday afternoon.

Likewise with the photos I will try and get these to you with a little blurb re Wed night - next week:)

Ma te Wa

Tee

Terisa Ngobi

Social Sector Trial Project Coordinator

Email: S9 (2) (a)



S9 (2) (a)

---

**From:** Terisa Ngobi S9 (2) (a)  
**Sent:** Thursday, 27 October 2016 3:46 p.m.  
**To:** S9 (2) (a)  
**Subject:** Re: Pasifika Community Development role and responsibilities for LTTM

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hey.

Gosh all I can say is man sorry but at least I know where she is at.

On the bright side I had a fantastic conversation with Caroline the principal of St Joes who is really keen to see what this can look like. I'll flick her some stuff and she will talk to the board chair and then the Nation Catholic body and see what they think.

Hope to see you tomorrow when **Out of Scope**

thanks

Tee

Terisa Ngobi

Social Sector Trial Coordinator/Champion

Email: S9 (2) (a)

[image: Description: email Banner]

On Thu, Oct 27, 2016 at 2:13 PM, Eve Fone S9 (2) (a) wrote:  
Afternoon Terisa and Brendan

This email has two main purposes:

1. To set out my understanding of, and response to, DIA's expectations of LTTM, in regard to this position,
2. To seek your view Brendan, before a final decision is made

Copied below is the email S9 (2) (a) sent in response a question I had, following a meeting I attended to discuss the Pasifika Community Development position. The meeting suggested a bigger role for LTTM than I had originally understood. I therefore sought clarification of Life to the Max's responsibility and accountability to DIA for the position.

Subsequent to that, Terisa, you sent <sup>S9 (2) (a)</sup> he MOU, which she had not seen. The MOU agrees to little more than LTTM being a fundholder and providing space and resources. The MOU does not specify anything around recruitment to, or management of, the position.

I spoke to <sup>S9 (2) (a)</sup> this morning and she confirmed that the position in her earlier email is not altered by the MOU, which was drafted and agreed before the DIA requirements were known. LTTM is responsible and even if we were to operate under the MOU, which is very hands off, we are not absolved from that responsibility. On that basis, I have indicated that LTTM does have to reconsider its ability to take on this responsibility.

i understand you have also spoken to <sup>S9 (2) (a)</sup> this morning Terisa, and you are also reconsidering your options.

Brendan, i am interested in your view - happy to clarify anything you want to know.

<sup>S9 (2) (a)</sup> and Terisa - we could arrange for a meeting to discuss further?

Eve

On 11 October 2016 at 08:50, <sup>S9 (2) (a)</sup> wrote:  
Morena Eve,

In response to your email here is what I know:

Internal Affairs will have a grant agreement with Life to the Max Horowhenua. The expectation is that Life to the Max Horowhenua is responsible for managing this grant and the community development worker that is the focus of this grant. It is expected that the worker has an appropriate space and tools to work with and that there is someone to supervise/oversee the work.

With regards to the recruitment for the Community Development Worker, this should be an open and transparent process. The Community Development Scheme panel saw the potential of this project to support the development of the Horowhenua Pasifika community, it would be a great opportunity to involve Pasifika for Tomorrow in this process so that Pasifika have been involved in all processes along the way from design, request, and on to selection and delivery.

I hope this makes sense. Please come back to me if you have any further questions.

Nga Mihi  
<sup>S9 (2) (a)</sup>

<sup>S9 (2) (a)</sup>  
| Community Advisor  
Department of Internal Affairs Te Tari Taiwhenua  
Direct Dial: <sup>S9 (2) (a)</sup> | [www.dia.govt.nz](http://www.dia.govt.nz)  
clarification after we

On 11 October 2016 at 08:50, <sup>S9 (2) (a)</sup> wrote:

Morena Eve,

In response to your email here is what I know:

Internal Affairs will have a grant agreement with Life to the Max Horowhenua. The expectation is that Life to the Max Horowhenua is responsible for managing this grant and the community development worker that is the focus of this grant. It is expected that the worker has an appropriate space and tools to work with and that there is someone to supervise/oversee the work.

With regards to the recruitment for the Community Development Worker, this should be an open and transparent process. The Community Development Scheme panel saw the potential of this project to support the development of the Horowhenua Pasifika community, it would be a great opportunity to involve Pasifika for Tomorrow in this process so that Pasifika have been involved in all processes along the way from design, request, and on to selection and delivery.

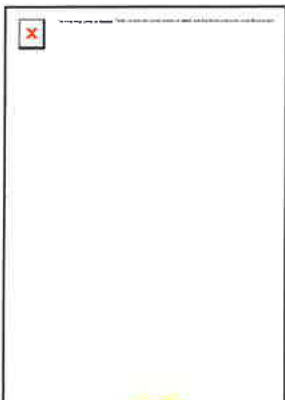
I hope this makes sense. Please come back to me if you have any further questions.

Nga Mihi

S9 (2) (a)

S9 (2) (a) | Community Advisor  
**Department of Internal Affairs Te Tari Taiwhenua**  
Direct Dial: S9 (2) (a) | [www.dia.govt.nz](http://www.dia.govt.nz)

Eve Fone  
Life to the Max  
General Manager  
Phone: (06) 368 8005  
Cell: S9 (2) (a)  
Fax: (06) 368 8009



S9 (2) (a)

---

**From:** Rasela Molio'o Fonoti-Fuauli S9 (2) (a)  
**Sent:** Friday, 11 November 2016 6:45 a.m.  
**To:** S9 (2) (a) Pio Masoe  
**Subject:** korero with Eve

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tena Kolua.

I emailed Eve and arranged a fono/meeting with her. she asked if we can meet Wednesday morning next week. what does your schedule look like??????

manuia fuafuaga o le faaiuga o le vaiaso 😊

Released under the Official Information Act 1982

## Pasifika for tomorrow

This project is going through some difficult times as they prepare themselves to begin the CDS. The group were not ready for the CDS, however the committee has seen the potential of a programme like this in the Horowhenua community so I need to walk alongside them to get things to a point where they have confidence and certainty around their purpose and how they want to work with people. They have identified that they need to get a few things in order first so that they are on the same page and can have confidence in their decisions moving forward.

Things that we discussed at the hui was the importance of completing the Charitable Trust process which included their Trust Deed. We went through this again and there was a couple of things that they wanted added to make sure that it accurately reflects their vision, objectives and the way they wish to work with others. For example the Va'a principle.

We continued discussions about a Strategic plan leading on to an Annual plan. We have had an initial hui about the strategic plan but needed more time to work through this. A lot of the information in the Trust Deed can form the basis of this and they have also worked with me to complete a workplan that has been accepted by the department.

We talked about the importance of having a Conflict of Interest policy as a protection for all involved. I discussed with the group that if any of them were interested in applying for the CD worker position that best practice would be to remove themselves from the discussions to do with this position and the work plan so that they were independent. We also discussed the recruitment panel and the need for that group to have more outsiders than people from the Trust. This again would lend itself to them going through a robust fair and transparent process so that they could stand by their decisions and feel confident if challenged.

We talked about 2 of the three members and myself having a face to face hui with Eve Fone at Life to the Max Horowhenua to gracefully exit the relationship that was forged there. The group had looked at a number of other potential groups that could be involved in the CDS. It was decided that after the hui with LTTM, Pasifika for Tomorrow would meet with a new organisation and I would ask for their supporting documents and add them to the GCMS system.

This would then mean that I could contact <sup>S9(2)(a)</sup> to resume work on the grant agreement so they could begin work for Pasifika in the Horowhenua community.

S9 (2) (a)

---

**From:** Terisa Watters S9 (2) (a)  
**Sent:** Tuesday, 29 November 2016 10:18 a.m.  
**To:** Piri.alh@xtra.co.nz; S9 (2) (a) Rasela Fuauli; Rasela Molio'o  
Fonoti-Fuauli; S9 (2) (a)  
**Subject:** Hui/Fono: PFT & Arohamai  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Morena koutou, Talofa lava all,

On speaking with Piri this morning I understand a time & date was made by <sup>S9 (2) (a)</sup> & Piri for us to all meet & discuss what an umbrella would look like for PFT & Arohamai.

This hui/fono has been set for:  
14 December 2016  
4 - 5.30pm  
Held at Arohamai Literacy Horowhenua  
13 Bristol Street  
Levin

Invitees include: Pam Good (governance Arohamai), Liz Brown (governance Arohamai), S9 (2) (a) DIA, Piri, Terisa, Pio & Rasella.

See you all then.

Nga mihi, ia manuia

Terisa  
S9 (2) (a)



S9 (2) (a)

---

**From:** Terisa Watters S9 (2) (a)  
**Sent:** Tuesday, 20 December 2016 10:40 a.m.  
**To:** S9 (2) (a)  
**Cc:** Rasela Molio'o Fonoti-Fuauli; Pio Masoe; S9 (2) (a)  
**Subject:** RE: Pasifika for Tomorrow Umbrella Initiative

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tena koutou katoa,

My apologies <sup>S9 (2) (a)</sup> I was meant to email you confirmation on Friday, yes PFT would love to work with Arohamai.

Many thanks, ma te wa

Terisa

On 20/12/2016 9:51 am, <sup>S9 (2) (a)</sup> wrote:

Kia Ora Everyone,

Thanks for the minutes of the meeting.

Before I can progress anything I need confirmation from Pio, Terisa and Rasella that PFT are happy to proceed with AHL as the home organisation.

Thanks

S9 (2) (a)

S9 (2) (a) | Community Advisor  
**Department of Internal Affairs Te Tari Taiwhenua**  
Direct Dial: S9 (2) (a) | [www.dia.govt.nz](http://www.dia.govt.nz)



---

**From:** Piri Robinson [<mailto:piri.alh@xtra.co.nz>]

**Sent:** Monday, 19 December 2016 12:24 p.m.

**To:** S9 (2) (a)

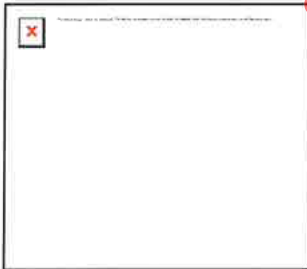
Terisa Ngda; Pio Masoe; Pam Good; Rasela Molio'o Fonoti-Fuauli

**Subject:** Re: Pasifika for Tomorrow Umbrella Initiative

Opps forgot the important meeting notes..hahaha

Here they are

Meri Kirihimete.....



Piri

MANAGER

**Arohamai Literacy Horowhenua**

Telephone: 06 368 6064

Postal: PO Box 285, Levin

Physical: First Floor, 13 Bristol Street, Levin (Above Horowhenua Chronicle)

Email: [piri.alh@xtra.co.nz](mailto:piri.alh@xtra.co.nz)

On Monday, 19 December 2016 12:19 PM, Piri Robinson <[piri.alh@xtra.co.nz](mailto:piri.alh@xtra.co.nz)> wrote:

Kia ora Koutou, Talofa Lava

Thank you everyone for your contribution to our meeting last week. It has given us all a great place to build our relationship.

Attached are the minutes of our meeting and actions that next to happen.

Next Action Items

.... 1) **DIA** to advise Liz of Contract / Grant requirements for inclusion in the MOU.

2) **LIZ** to draft MOU and distribute to everyone for Review and agree to initiative with ALH being umbrella organisation.

Kia pai to ra, have a good day

Piri

MANAGER

**Arohamai Literacy Horowhenua**

Telephone: 06 368 6064

Postal: PO Box 285, Levin

Physical: First Floor, 13 Bristol Street, Levin (Above Horowhenua Chronicle)

Email: [piri.alh@xtra.co.nz](mailto:piri.alh@xtra.co.nz)

Released under the Official Information Act 1982

S9 (2) (a)

---

**From:** Pio Masoe S9 (2) (a)  
**Sent:** Wednesday, 18 January 2017 2:17 p.m.  
**To:** 'Liz Brown'; Piri Robinson  
**Cc:** 'Rasela Molio'o Fonoti-Fuauli'; S9 (2) (a) S9 (2) (a)  
**Subject:** RE: Levin CDS

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Talofa lava Liz, and Piri

Happy New Year!  
I hope you and your aiga had an awesome break!

I just want to extend my gratitude to you and your organisation for warmly welcoming and embracing PFT. I look forward to our partnership and working together.

As you are aware Terisa will be applying for the Community Development role, therefore because of the conflict of interest any engagement or discussions to do with the role can be directed to myself and Rasela only please.

Once we are all happy with the MOU and signed it off, I'd like to make some time to talk through the recruitment process.

Have a fabulous day  
la manuia  
Pio

---

**From:** S9 (2) (a) [\[mailto:S9 \(2\) \(a\)\]](mailto:S9 (2) (a))  
**Sent:** Monday, 16 January 2017 9:48 a.m.  
**To:** 'Liz Brown' S9 (2) (a)  
**Cc:** Piri Robinson <[piri.ah@xtra.co.nz](mailto:piri.ah@xtra.co.nz)>; Pio Masoe S9 (2) (a); 'Rasela Molio'o Fonoti-Fuauli' S9 (2) (a) S9 (2) (a) S9 (2) (a)  
**Subject:** FW: Levin CDS

Hi Liz,

I have just received confirmation from Pio, so that is all PFT members happy to proceed with the relationship. I have spoken with my team about the possibility of AHL acting in an agent role, this would not be possible as I discussed at our hui, PFT do not currently have the systems in place to manage the grant.

The grant agreement is generic and is the same one that is used for all lottery grants. (you should have a copy of this from past funding)

Below is an email that outlines what the expectations of the fundholder are in relation to this grant.

I hope this is useful. If you wish to discuss please contact me.

S9 (2) (a)



---

**From:** S9 (2) (a)  
**Sent:** Monday, 16 January 2017 9:31 a.m.  
**To:** S9 (2) (a)  
**Subject:** Levin CDS

S9 (2) (a)  
Hi

To confirm our conversation we don't have an agency set up for CDS and the requirements for the fundholder remain as:

- 2 years audited accounts
- GST registered
- Legal entity
- Have employment and financial systems in place to manage a grant of \$80,000 and the worker

In the workplan Outcome Four of the project is to develop Pasifika leadership so establishing Pasifika for Tomorrow as its own entity with good systems in place will be part of that. However, at this stage, they are not in the position to manage a grant and DIA would not fund them.

The reporting requirements for the fundholder are:

- Annual results report answering the narrative questions
- Annual outcomes progress report
- Annual financial report of actual spend against budget

For ease from our side we would have the grant agreement starting at 1 September 2016 but acknowledge it will be a quiet first year (spending wise) – lots has happened in establishing the project foundations.

Kind regards,

S9 (2) (a)

S9 (2) (a) | Community Advisor  
Department of Internal Affairs Te Tari Taiwhenua  
Direct Dial: S9 (2) (a) | Fax: +64 3 479 6519  
Level 5, Philip Laing House, 144 Rattray St | PO Box 583, Dunedin 9054, New Zealand | [www.dia.govt.nz](http://www.dia.govt.nz)

Out of Scope