

2 4 SEP 2018



On 9 July 2018, you emailed the Ministry requesting, under the Official Information Act 1982 (the Act), information regarding the Ministry of Youth Development's strategic partnership with Polyfest. On 19 July 2018, you refined your request to the following:

- All emails, briefings and information that substantively detail contractual agreements, strategic partnerships, sponsorships and understandings concerning Polyfest over the last 4 years.
- How much sponsorship does the Ministry provide to Polyfest each year?
- Are there any specific conditions on how and where that is spent?
- Has the Ministry ever sighted a detailed breakdown of how funds are spent by Polyfest?
- Has the Ministry been part of any discussions with the Ministry of Pacific Peoples on sustainable funding options for the festival at any time?

Please find enclosed copies of the following documents:

- Ministry letter addressed to the Event Director of The Polyfest Trust regarding Outcome Agreement Number 325380
- Outcome Agreement Between the Ministry of Social Development and The Polyfest Trust' for the period 1 January 2017 to 30 June 2019 (Outcome Agreement Number 325380)
- Memo 'ASB Polyfest New Zealand Youth Awards and Youth Survey', dated
 9 March 2017.

You will note that the names of some individuals are withheld under section 9(2)(a) of the Act in order to protect the privacy of natural persons. The need to protect the privacy of these individuals outweighs any public interest in this information.

You will also note that the contact details of these staff have been withheld under section 9(2)(k) of the Act in order to reduce the possibility of staff being exposed to phishing and other scams. This is because information released under the Act may end up in the public domain, for example, on websites including the Ministry's own website.

ASB Polyfest (Polyfest) is the largest Polynesian festival in the world, with over 20,000 people attending the event each year. The festival features traditional music, dance and speech, and is now recognised as an important showcase of New Zealand's diverse cultures and a celebration of youth performance.

The Ministry of Youth Development, administered by the Ministry of Social Development, works with Polyfest to improve the capability, resilience, personal, social and decision-making skills of festival participants through youth development opportunities. Between the three year period of 2016/2017, 2017/2018 and 2018/2019, the Ministry of Youth Development has agreed to provide Polyfest with an annual funding of \$35,040 to contribute to supporting a total of approximately 24,000 young people to access youth development opportunities in leadership, mentoring and volunteering through participation in the festival.

The Ministry of Youth Development has neither sighted a detailed breakdown of how funds are spent by Polyfest, nor has it been part of any discussions with the Ministry of Pacific Peoples regarding sustainable funding options for the festival at any time.

The principles and purposes of the Official Information Act 1982 under which you made your request are:

- to create greater openness and transparency about the plans, work and activities of the Government,
- to increase the ability of the public to participate in the making and administration of our laws and policies and
- to lead to greater accountability in the conduct of public affairs.

This Ministry fully supports those principles and purposes. The Ministry therefore intends to make the information contained in this letter and any attached documents available to the wider public shortly. The Ministry will do this by publishing this letter and attachments on the Ministry of Social Development's website. Your personal details will be deleted and the Ministry will not publish any information that would identify you as the person who requested the information.

If you wish to discuss this response with us, please feel free to contact OIA Requests@msd.govt.nz.

If you are not satisfied with this response, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Yours sincerely,

Linn Araboglos

Director, Ministry of Youth Development



03 August 2018

Theresa Howard
The Polyfest Trust
PO Box 74081
Greenlane
Auckland 1546

Dear Theresa

Re: Outcome Agreement Number 325380

Following your earlier acceptance of the letter of offer from the Ministry of Social Development (the Ministry), please find attached your Outcome Agreement for the period 01 January 2017 to 30 June 2019 for your consideration.

Signing the Outcome Agreement

Please review this Outcome Agreement and if it is satisfactory, arrange to have it signed in accordance with the rules of your organisation. Please ensure:

- the Outcome Agreement is signed (refer to page five), scanned and emailed as a PDF to Contract_Development_Team@msd.govt.nz
- the scanned document includes the whole Outcome Agreement with all pages in order
- you do not annotate the Outcome Agreement other than in the designated areas. If you have any additions please contact me.

When forwarding your invoice please ensure:

- the invoice is completed with the specified amount as per IRD guidelines
- if you have not done so previously, a blank bank deposit slip is supplied.

This Outcome Agreement will not come into force until it is signed by both Parties. A copy will be emailed to you at **director@asbpolyfest.co.nz** once signed on behalf of the Crown.

The Ministry cannot guarantee the on-going funding of services or otherwise make more money available after the expiry of the attached Outcome Agreement.

Changes to your Outcome Agreement

In line with the changes to the suite of Ministry of Business, Innovation and Employment (MBIE) Contracting Tools, we have made changes to the Ministry's additional terms and conditions contained in all Outcome Agreements. We have:

- removed clauses already covered by the updated Framework Terms and Conditions
- transferred some terms and conditions into the relevant service specifications and/or quidelines, including:
 - Social Sector Accreditation Standards
 - Family Services Directory requirements
- provided a clearer link between funded services and Ministry outcomes

Some Outcome Agreements may have service-specific changes, which we have discussed with you.

Changes to the Framework Terms and Conditions

MBIE has recently revised and consulted on the Framework Terms and Conditions (FTC) that form part of this Outcome Agreement. The FTC 2nd Edition will come into effect from 1 July 2016 and is available at: www.procurement.govt.nz

Results Measurement Framework

The Results Measurement Framework (RMF) is a measurement system that provides a clear line of sight from the performances of our investments to the Better Public Services targets the Ministry is responsible for.

Results-based measures will be introduced into some Outcome Agreements from 01 July 2016 and into all Outcome Agreements by 01 July 2018. By using actual, measurable client results we will be able to build an evidence base of effective services in communities.

Further information relevant to Results Measurement Framework is available online:

www.msd.govt.nz/about-msd-and-our-work/work-programmes/community-investmentstrategy/results-measurement-framework.html

Client Level Data

Providers delivering Building Financial Capability services will be required to input Client Level Data into a reporting tool that will be supplied by the Ministry at a later date. Client Level Data frequently asked questions were included with your Letter of Offer. The Ministry appreciates that not all Providers will be in a position to provide the Ministry with Client Level Data from 01 November 2016. In acknowledgment of this, and to allow time for Providers to put in place any process changes, we will not request this information from you prior to 01 March 2017.

Further Information

Providers delivering Social Workers in Schools and/or Multi Agency Support Services in Secondary Schools and/or Youth Workers in Secondary Schools will be required to input Client Level Data and Client Level Result measures into a reporting tool that will be supplied by the Ministry.

All services in the Outcome Agreement have corresponding service guidelines. The latest version is available online as follows:

http://www.myd.govt.nz/documents/funding/myd-service-guidelines-2016.pdf

Any questions?

If you have any queries about the contents of this letter or the Outcome Agreement please contact me. If you do not wish to enter into this Outcome Agreement, please let me know as soon as possible.

Yours sincerely

s 9(2)(a) OIA

Contract Manager s 9(2)(k) OIA

@msd.govt.nz



Outcome Agreement

Between

Ministry of Social Development

and

The Polyfest Trust

Outcome Agreement Number	325380	
Commencement Date	01 January 2017	
Term	Two Years and Six Months	
Expiry Date	30 June 2019	
Annual Outcome Agreement	\$35,040.00 - F2017	
Price (excluding GST)	\$35,040.00 - F2018	
	\$35,040.00 - F2019	
Total Outcome Agreement Price (excluding GST)	\$105,120.00	

Provider Number: 62168

Page 1 of 10

Outcome Agreement

Parties

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development (**Purchasing Agency**).

The Polyfest Trust incorporated under the Charitable Trusts Act 1957 and having its registered office at Harrison Stone, Level 6, 9 High Street, Auckland Central (the Provider).

Introduction

- A The Framework Terms and Conditions (2nd edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at www.procurement.govt.nz
- B This Outcome Agreement describes the:
 - (i) Outcome to be achieved;
 - (ii) Services that the Provider Will provide to contribute towards achieving that Outcome; and
 - (iii) the performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
- C The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).

It is agreed:

1 Relationship between this Outcome Agreement and the Framework Terms and Conditions

- 1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9 of this Outcome Agreement).
- 1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
- 1.3 The Introduction above forms part of this Outcome Agreement.

2 Term of this Outcome Agreement

- 2.1 This Outcome Agreement will commence on 01 January 2017 and end on 30 June 2019 unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Purchasing Agency may extend the term of this Outcome Agreement for further periods by giving the Provider notice it wishes to extend the term, at least 30 days before the date when the term would otherwise expire.

3 Services

- 3.1 The Provider will provide the Services described in Appendix 1.
- 3.2 In providing the Services, the Provider will meet or exceed any performance measures set out in the Service Guidelines. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.
- 3.3 In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.

4 Payment

4.1 Subject to the Purchasing Agency's rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times specified in Appendix 5.

5 Contract management

- 5.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.
- 5.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4.

6 New IP

- 6.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP that is to be owned by the Purchasing Agency will be recorded in Appendix 6.
- 6/2 Any agreed uses of New IP are recorded in Appendix 6.

7 Privacy of personal information

7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in the associated Service Specifications and/or Guidelines.

Relationship Managers and contact details 8

Each party's postal address, email address, phone number and Relationship 8.1 Manager details is set out below:

Purchasing Agency:

Contract Manager:

s 9(2)(a) OlA

Designation:

Contract Manager

Address:

PO Box 1556

Wellington 6140 s 9(2)(k) OlA

Phone:

Email:

@msd.govt.nz

Relationship Manager:

s 9(2)(a) OlA

Designation:

Relationship Manager

Address:

PO Box 1556

Wellington 6140 s 9(2)(k) OIA

Phone:

Mobile Phone:

Email:

@msd.govt.nz

Provider:

Relationship Manager

Designation:

Address:

Theresa Howard

Trust Administrator/Event Director

PO, Box 74081 Greenlane Auckland 1543 09 523 4212

Mobile Phone:

021 407 364

Email:

Phone:

director@asbpolyfest.co.nz

9 Changes or additions to the Framework Terms and Conditions

- 9.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendices 7 and 8.
- 9.2 Except as set out in Appendices 7 and 8, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

Signatures

Manager Planning and Performance Community Investment
ector Act 1988 to sign for the Ministry
Date
7/12,
Event Director
confirm this Outcome Agreement has e Purchasing Agency.
Date

Appendix 1 - Services and Outcomes

Outcome (Population)

The Services in this Outcome Agreement provided by the Provider are to contribute towards the Purchasing Agency's purpose:

We help New Zealanders to help themselves to be safe, strong and independent. Ko ta mātou he whakamana tangata kia tū haumaru, kia tū kaha, kia tū motuhake.

By providing the Services under this Outcome Agreement, the Provider will be contributing towards the following Ministry of Youth Development outcomes:

- Improving participants capability and resilience through the completion of a youth development opportunity;
- Improving participants personal, social and decision-making skills through completion of a youth development opportunity; and
- Delivering youth development opportunities targeted at young people from disadvantaged backgrounds.

For more information about the Results Measurement Framework please refer to www.msd.govt.nz/about-msd-and-our-work/work-programmes/community-investment-strategy/results-measurement-framework.html

		17 14	
Detailed Service Description	Service Location	Unit of Service	Outcome Agreement Price
ASB Polyfest features traditional music, dance, costume & speech. It's now recognised as an important showcase of NZ's diverse cultures & a celebration of youth performance. Students will compete on 5 stages, performing traditional items & there will also be a Diversity stage featuring performances from a range of cultural groups. MYD will support over 24,000 unique individual young people to access youth development opportunities in leadership, mentoring & volunteering through participation in ASB Polyfest.	New Zealand	24,000 Unique individual young people	\$105,120.00
Total		\$105,120.00	

Please note these payments exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Outcome Agreement.

The Service/s are to be provided in accordance with the following Service Guidelines (available online on www.msd.govt.nz/about-msd-and-our-work/publications-resources/service-guidelines/index.html);

Ministry of Youth Development

Appendix 2 – Monitoring by the Purchasing Agency

Financial Year of Visit	Monitoring or Support Visit Due Date
F2017	As agreed between the Parties.
	As agreed between the Parties.
F2018	As agreed between the Parties.
F2019	As agreed between the Parties.

Appendix 3 - Regular reporting by the Provider

The Provider shall provide the Purchasing Agency Relationship Manager with the following reports and information according to the requirements specified in the Service Guidelines. These reports will be supplied to the Purchasing Agency as specified in the table below.

The Provider shall ensure that all unique individual young people complete the online participant survey (link supplied by the Purchasing Agency).

The number of unique individual young people to be reported on will be 24,000 between 01 January 2017 and 30 June 2019.

	~	
Reporting Required	Date Due	Period Covered by the Report
Quarterly Reporting		
Data summary, Narrative Report and Participant survey.	10 April 2017	01 January 2017 to 31 March 2017.
	10 July 2017	01 April 2017 to 30 June 2017.
	10 October 2017	01 July 2017 to 30 September 2017.
	15 December 2017	01 October 2017 to 31 December 2017.
	10 April 2018	01 January 2018 to 31 March 2018.
	10 July 2018	01 April 2018 to 30 June 2018.
	10 October 2018	01 July 2018 to 30 September 2018.
	15 December 2018	01 October 2018 to 31 December 2018.
	10 April 2017	01 January 2019 to 31 March 2019.
	10 July 2017	01 April 2019 to 30 June 2019.

Appendix 4 - Regular Audits or Accreditation of the Provider

Audit or Accreditation Review: Social Sector Accreditation Standards Level of Approval	Review Cycle Frequency (risk dependent)
Level One	6 months – 1 year
Level Two	2 years
Level Three	2 – 3 years
Level Four (Self-Assessment)	2 years

Appendix 5 - Payment for Service/s

Payment Number	Payment Date	Instalment Amount
1	Following the signing of this Outcome Agreement by both Parties and upon receipt of a valid itemised Tax Invoice.	\$35,040.00
2	20 July 2017. Provided that the provider has obtained Level 3 Approval (see Appendix 8) a satisfactory report for the previous period is received by the due date and upon receipt of a valid itemised Tax Invoice.	\$35,040.00
3	20 July 2018. Provided that the provider has maintained Level 3 Approval, a satisfactory report for the previous period is received by the due date and upon receipt of a valid itemised Tax Invoice.	\$35,040.00
Total		\$105,120.00

Please note these payments exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Outcome Agreement.

Appendix 6 - New IP

N/A

Appendix 7 - Changes to the Framework Terms and Conditions

7.1 The Purchasing Agency and Provider agree that despite the provision on the accreditation reviews in the Framework Terms and Conditions (see clause 5.6 of the Framework Terms and Conditions), the Accreditation Review for Level One of the Social Sector Accreditation Standards will be every six months unless otherwise agreed by the Purchasing Agency (see Appendix 4 of this Outcome Agreement).

Accreditation Status means accreditation at levels 1 to 4 under the Social Sector Accreditation Standards.

Provider Number: 62168

Page 8 of 10

Appendix 8 - Additional Terms to the Framework Terms and Conditions

The Purchasing Agency and Provider agree that the following additional terms form part of this Outcome Agreement:

- 8.1 Social Sector Accreditation Status and Reviews
 - (a) The provider must obtain Level 3 Approval by the 30 june 2017.
 - (b) Thereafter, the Provider shall maintain its required Accreditation Status for the provision of Services for the term of this Outcome Agreement.
 - (c) The Purchasing Agency shall disclose to the Provider any changes to the Social Sector Accreditation standards.
 - (d) If the Provider's Accreditation is suspended, this Oûtcome Agreement will be suspended without further notice under the Framework Terms and Conditions. If the Provider's Accreditation is revoked or relinquished this Outcome Agreement will come to an end without further notice.
 - (e) The Purchasing Agency may conduct an Accreditation Review of the Services, or the Provider's practices, operational and financial policies, procedures and systems.
 - (f) The Purchasing Agency shalk
 - give the Provider at least two Business Days' notice of any Accreditation Review;
 - ii. visit during working hours or other reasonable times depending on the matter being reviewed; and
 - iii. provide the Provider with a copy of any report on the Accreditation Review.
- 8.2 Health and Safety at Work Act 2015

The Provider will:

- (a) Consult, cooperate and coordinate with the Purchasing Agency to the extent required to ensure both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Outcome Agreement.
- (b) Perform its, and ensure that its Personnel perform their, obligations under the Outcome Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.
- (c) Comply with all reasonable directions of the Purchasing Agency relating to health, safety and security.
- (d) Report any health and safety matters, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for Levels 1 to 4 Service/s only), the Purchasing Agency's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, the Outcome Agreement.

- 8,3 Supporting the Children's Action Plan and Children's Teams.
 - (a) The Purchasing Agency or a local Children's Team Director may request that the Provider's staff member (Worker) delivering the Service works as part of the Children's Team in the role of Lead Professional. This request may occur if a child or children are already clients of the Worker, and were referred to a Children's Team, and it was determined by the Children's Team that the Worker was the most appropriate agent to act as a Lead Professional for that referral. In this case, the Provider will need to support the Worker to act in this capacity for the child or children.
 - (b) If the Worker is acting as a Lead Professional for only one child or family at a time, this is considered to be part of their normal role as it does not change the case volume or client group. Where possible, keeping the Lead Professional case load to one is desirable, as it means the Worker is still available to perform their usual role in the community.
 - (c) If the Worker is requested to join a Children's Team as a Lead Professional on a larger scale, the Purchasing Agency will liaise with the Provider about this provision. The Purchasing Agency and the Provider will agree on any service provision changes that may need to take place to reflect the Worker taking on a more significant Lead Professional role. This may be reflected in an Outcome Agreement, a Variation to an Outcome Agreement or in a Letter of Agreement.
 - (d) Children's Team Lead Professionals require training and need to operate under the practices of the Children's Team. Training is provided by the Children's Team.



Memo

To:

Robyn Scott, Director, Ministry of Youth Development

From:

Julia Walsh, Manager, Youth Development

Date:

9 March 2017

Security level:

IN CONFIDENCE

ASB Polyfest - New Zealand Youth Awards and Youth Survey

Purpose

This memo seeks your approval for a youth survey to be administered at ASB Polyfest 2017 and provides you with information on other activities that Ministry of Youth Development (MYD) proposes to undertake at ASB Polyfest 2017.

Background

ASB Polyfest (Polyfest) runs from 15 - 18 March 2017, and is the largest Polynesian Festival in the world, with over 20,000 people attending the event each year. Polyfest features traditional music dance, and speech, and is now recognised as an important showcase of New Zealand's diverse cultures and a celebration of youth performance.

On 12 December 2016 you approved \$35,000 to fund ASB Polyfest to deliver 9,000 youth development opportunities to 5,000 unique individual young people.

As a result of this funding, MYD has been recognised by Polyfest as a Strategic Partner, and is included in the Polyfest website promotional material which can be seen in Appendix 1.

MYD is co-sharing a stall (see Appendix 2) with Ara Taiohi, MATES and the Children's Commission for the duration of Polyfest. MYD will use the stall on 18 March 2017 to promote the New Zealand Youth Awards 2017 (NZYA) and will also be conducting a survey to inform the Youth Voice project.

ASB Polyfest Event

Youth Voice

MYD will seek to engage young people to participate in a short survey to inform MYD's future Youth Voice communications. The email address of participants will be added to existing MYD database(s) for potential future use. A copy of the proposed survey questions are attached as appendix 3 and the survey will be administered on an iPad.

To encourage young people to complete the Youth Voice Survey a \$100 voucher for Rebel Sport will be allocated to a randomly selected winner. The winner will be contacted via email.

With your approval, payment for the voucher will come from MYD's Departmental Output Expense budget.

New Zealand Youth Awards

At Polyfest, MYD will be encouraging young people and organisations attending the event to make nominations for the NZYA. With your approval, MYD will use a flyer and have internet access to encourage nominations. A copy of the proposed A5 flyer is attached as Appendix 4

A laptop with internet access will also be available should people want to submit a nomination at the event.

Next Steps

With your approval, MYD will print 1,000 colour copies of the New Zealand Youth Awards A5 flyer.

With your approval, MYD will create a Survey Monkey Questionnaire to administer the Youth Voice survey.

Recommendation

We recommend that you:

 approve MYD to conduct a Youth Voice Survey, proposed questions are attached as appendix 3

AGREE / DISAGREE

2. approve MYD purchasing a \$100 Rebel Sport voucher, through the Departmental Output Expense budget, to encourage young people to complete the Youth Voice Survey

AGREE / DISAGREE

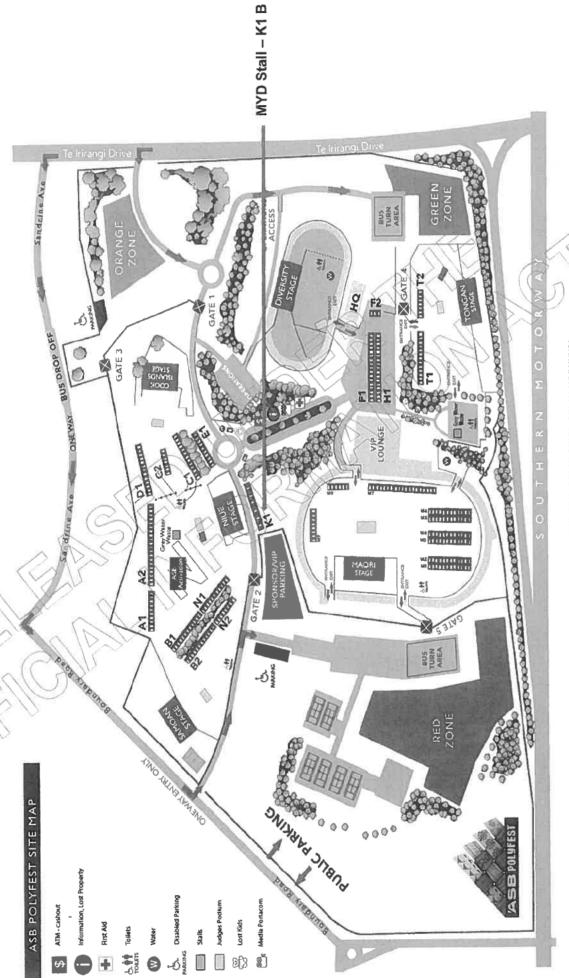
3. note MYD to promote the New Zealand Youth Awards 2017 at ASB Polyfest.

Robyn Scott	Date	
Director, Ministry of Youth Development		

File Ref: 9502708

Appendix 1 - ASB Polyfest 2017 Promotional Poster





ואס מי ווומנסת וור אוומעמווומוות מחולמנת עות נמ וומתווומות' עות נת עמוות' עות נת וווטנמוומער

Appendix 3 - Proposed Youth Voice Survey Questions

- 1. Agree to terms and conditions Y / N
- 2. What is your email address?
- 3 Which Social Media App do you use the most?
 - a. Facebook
 - b. Twitter
 - c. Instagram
 - d. Snapchat
 - e. Reddit
 - f. Other (please specify)
- 4 How often do you spend on Social Media each day?
 - a. Less than 2 hours
 - b. 2 hours or more
 - c. 4 hours or more
 - d. 6 hours or more
- 5 When do you access Social Media the most?
 - a. Before 9am
 - b. Between 9am 3pm
 - c. After 3pm

Appendix 4 – Proposed A5 Flyer for MYD's use at ASB Polyfest



Know an outstanding young person?

Get nominating for the Minister for Youth's New Zealand Youth Awards 2017 – open until midday 22 March!

It's really quick and easy to enter ... nominate now! https://nzyouthawards.org.nz/

The Awards recognise and celebrate young New Zealanders who have achieved outstanding results.

There are ten Awards across eight categories:

- Change Maker Award (LGBTI or Cultural or Community Safety)
- Leadership Award
- · Giving Back Award
- · Working for Youth Award
- Youth with Disability Award
- Youth Group Award
- Youth Champion Award
- · Youth Enterprise Award