

# Memorandum of Understanding

Information Sharing: NGO Accreditation Information

Ministry of Social Development

Ministry of Business, Innovation & Employment

Each existing Government Agency

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**MEMORANDUM OF UNDERSTANDING (Information Sharing: NGO Accreditation Information)**

*Date: 28/08/17*

**PARTIES**

**Her Majesty the Queen in right of New Zealand** acting by and through **the Chief Executive of the Ministry of Social Development (MSD)**

**and**

**Her Majesty the Queen in right of New Zealand** acting by and through **the Chief Executive of the Ministry of Business, Innovation and Employment (MBIE)**

**BACKGROUND**

- A. The Inter-Agency Accreditation (IAA) Programme was formed in 2016 to work with social sector agencies to deliver a single accreditation function across Government Agencies who work with third party Providers in the social sector.
- B. Basic objectives of the IAA Programme are to avoid unnecessary administrative and compliance costs for Providers when dealing with Government Agencies while maintaining or raising assurance as to Provider capability, and to reduce duplication of effort by Government Agencies.
- C. To achieve these objectives all parties to this Memorandum of Understanding agree to the collaboration and information sharing commitments outlined below in Paragraph D in respect of Providers and to each other.
- D. Each Government Agency that is party to this Memorandum of Understanding agrees that it will co-ordinate and co-operate with Providers and each other party to ensure (to the extent reasonable and practicable in the circumstances) that:
  - (a) the Government Agency and each other party's interactions with Providers can be streamlined;
  - (b) the Government Agencies that are considering potentially entering into contractual arrangements, granting funds, and/or according the Provider a status which will possibly allow eligibility to receive a Government subsidy have access to information to allow them to make informed decisions and consider the benefits of such interactions with Providers;
  - (c) the Government Agency and each other party's requirements for regular accreditation reports from each applicable Provider can be aligned and satisfied at the same time or frequency and by a single report covering all relevant matters;
  - (d) the Government Agency and each other party have the appropriate arrangements with applicable Providers so that information including the name and address of the Provider, other identifying information of the Provider such as GST number, charities registration number or



NZBN, a description of the services and contract value, and information relating to the Accreditation of the Provider may be shared between the Government Agencies that are party to this Memorandum of Understanding;

- (e) it gives the Provider and each other party reasonable notice in advance of:
    - (i) exercising any Special Enquiry Rights, including providing details of the breach or suspected breach and what it wants from the Provider; or
    - (ii) performing any audit or Accreditation Review; and
  - (f) it provides to each other party any information or explanation arising out of its exercise of any Special Enquiry Rights or the entry into a Remedy Plan that any other Government Agency reasonably requests in connection with the circumstances giving rise to the Special Enquiry Rights or Remedy Plan.
- E. MSD owns, maintains and operates the Resource Directory Approvals (RDA) system. MSD has developed the existing RDA system to provide a single repository, the Cross Government Accreditation Register (CGAR), to store up to date Accreditation Information that all Government Agencies can access, use and rely on.
- F. The parties wish to record:
- (a) how Government Agencies will provide Accreditation Information to MSD to be stored in the RDA system;
  - (b) the manner in which Accreditation Information in the RDA System will be made available and used by Government Agencies for the purpose of their own audit and Accreditation related requirements, and any other purpose consented to by the Provider to which that Accreditation Information relates. This is to avoid duplication of effort by Providers in responding separately to the same or similar enquiries made by multiple Government Agencies ensuring the Accreditation Information in the RDA System at that time remains up to date.
- G. The commitments of Government Agencies under this MoU relate to the information required to assess the extent to which a Provider meets the Standards, including those developed as part of the IAA programme reporting to the Social Services Procurement Committee (SSPC) and applicable at any particular time during the term of this MoU.
- H. MSD will maintain, and make available to all Government Agencies, a register of the particular Accreditation Information that each Government Agency has committed to submit and share with other Government Agencies under this MoU.

**THE PARTIES AGREE**, as follows:

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Defined terms**

In this MoU, unless the context requires otherwise, the following terms have the meaning set out below:

*Accreditation* means the process of gathering, creating and/or assessing relevant information to determine whether a Provider should hold the status, certification or approval to provide a service, or whether a service should be approved, by reference to Standards, legislation, policy and/or contractual requirements. This includes:

- (a) any initial process of assessment (also referred to as "Initial Assessment");
- (b) any regular or ad hoc review, monitoring, audit or reassessment (also referred to as an "Accreditation Review");
- (c) any audit, special assessment, inspection or investigation that is relevant to continued accreditation, including as a result of a serious incident or ongoing concerns or complaints about that Provider (also referred to as a "Special Accreditation Review").

*Accreditation Event* means a Government Agency undertaking or proposing to undertake any of the following activities in respect of a Provider:

- (a) assessing whether, in respect of a particular role or the carrying out of relevant services:
  - (i) such a Provider holds the Accreditation required for that role or so as to be eligible to carry out or provide the relevant services;
  - (ii) such a Provider should be granted Accreditation for that role or carrying out or providing the relevant services; or
  - (iii) existing Accreditation should be reviewed, revoked, modified, maintained, renewed, suspended or extended;
- (b) carrying out (or assessing whether to carry out) an audit of a Provider, including the exercise of Special Enquiry Rights and/or Statutory Audit Rights under an Outcome Agreement.

*Accreditation Information* means information that each Government Agency has advised MSD pursuant to clause 2.1 of this MoU, that it will submit and share with other Government Agencies under this MoU, which may include some or all of the information:

- (a) relating to the Accreditation of a Provider that is gathered, created or held by a Government Agency;
- (b) relevant to the outcome of any assessment, review, monitoring, audit or investigation including Accreditation status, conditions, required or voluntary improvements or actions, risks, approval history, decisions or reasoning and timeframes for next steps; and/or



- (c) set out or referred to in Annexure 2.

*Confidential Information* means all information (including the Accreditation Information) made available by or on behalf of, or at the request of, a party in connection with this MoU, but excludes any information that:

- (a) is or becomes publicly available, except by a breach of this MoU;
- (b) is developed by one party independently of any disclosures previously made by another party;
- (c) in relation to Accreditation Information:
  - (i) is disclosed by a Government Agency with the prior written consent of MSD;
  - (ii) is disclosed by MSD with the prior written consent of the Government Agency that originally submitted that information to MSD in accordance with this MoU; or
- (d) is required to be disclosed by law, provided that, to the extent permitted by law, the party disclosing the Confidential Information must notify MSD of the requirement to disclose and only disclose the minimum Confidential Information required to comply with the law.

*Cross Government Accreditation Register* means the electronic accreditation tool hosted by the RDA System to record Accreditation Information.

*Government Agency* means:

- (a) each Public Service Department, as defined in section 27 of the State Sector Act 1988;
- (b) the New Zealand Defence Force, the New Zealand Police, the New Zealand Security Intelligence Service, the Parliamentary Counsel Office, the Clerk of the House of Representatives and the Parliamentary Corporation;
- (c) each Crown Entity, as defined in section 7 of the Crown Entities Act 2004;
- (d) each organisation listed in the fourth schedule to the Public Finance Act 1989;
- (e) each local authority, as defined in section 5 of the Local Government Act 2002.

*Personal Information* has the meaning given to it in the Privacy Act 1993.

*Provider* means:

- (a) a person, persons or Non-Government Organisation (NGO) for which Accreditation Information may be used by the applicable Government Agency in determining whether to enter into, or continue, a contractual arrangement with that person, those persons or NGO;
- (b) a person, persons or NGO for which Accreditation Information may be used by the applicable Government Agency in determining whether to grant funds to that person, those persons or NGO;

- (c) a person, persons or NGO in the social sector for which Accreditation Information may be used by an applicable Government Agency in assigning a status that affects that person, those persons or that NGO's possible eligibility for Government subsidies; and
- (d) any other organisation, agency or person that:
  - (i) MSD and a Government Agency determine should be treated as a Provider for the purposes of this MoU and the RDA System Memorandum of Understanding; and
  - (ii) has been advised to the Government Agencies.

*RDA System* means the resource directory approvals information technology system that hosts the CGAR, developed by MSD in accordance with the RDA system Memorandum of Understanding to support the capturing, reporting and dissemination of Accreditation Information about Providers, and includes any equivalent information technology system that supplements or replaces the system in use, as at the date of this MoU.

*RDA System Memorandum of Understanding* means the Memorandum of Understanding entered into by MBIE and MSD on 30 June 2014 regarding development of MSD's RDA System.

*Remedy Plan* means a written plan that may be entered into by the Provider and the Government Agency to address any non-performance issues. Such a Remedy Plan will identify:

- (a) the non-performance issue;
- (b) how and why the non-performance issue arose; and
- (c) what action the Provider or the Government Agency (whichever is relevant) must take to address or resolve the non-performance issue to the satisfaction of the other, and a timetable for such actions to be completed.

*SSPC* means the group of senior officials from the following departments:

- (a) MSD;
- (b) ACC;
- (c) Ministry for Vulnerable Children, Oranga Tamariki;
- (d) Ministry of Health;
- (e) Ministry of Justice;
- (f) Ministry of Education;
- (g) MBIE;
- (h) The Treasury;
- (i) State Services Commission;
- (j) Te Puni Kōkiri;
- (k) Department of Corrections;
- (l) Social Policy Evaluation and Research Unit; and
- (m) Department of Internal Affairs.

*Special Enquiry Rights* mean contractual provisions exercised by the Government Agency in respect of the Provider where the Government Agency believes that the Provider has breached the terms of their contractual agreement, and so acting reasonably the Government Agency requires the Provider to:

- (a) provide information to the Government Agency to establish whether a breach has occurred, and if so why it occurred; and/or
- (b) submit to an audit or Accreditation Review to establish whether a breach is an isolated event or one of multiple breaches.

*Standards* means requirements, including, where applicable, standards which have been approved by the SSPC and notified to MSD and the Government Agencies for the purposes of the application of this MoU, which a Government Agency will consider when deciding whether a Provider should obtain or maintain Accreditation for a specified role, service or activity, and, which may, without limitation, be in the form of:

- (a) requirements relating to the business structure and systems of a Provider, which affect its capacity to provide a service (*Social Sector Accreditation Standards*);
- (b) requirements relating to a Provider's ability to provide a quality service (*Social Sector Accreditation Standards*); and/or
- (c) requirements that are specific to the particular role, service or activity which the Provider is to provide (*Specialist Service Standards*).

## 1.2 Construction

In the construction of this MoU, unless the context requires otherwise:

- *Business Day* means any day or days, excluding Saturdays, Sundays, any day that is a statutory holiday in Wellington, New Zealand, and the three non-statutory working days between 25 December and 1 January;
- *Documents* is a reference to any document, including this MoU, including a reference to that document as amended or replaced from time to time;
- *Headings* appear as a matter of convenience and do not affect the construction of this MoU;
- *Negative Obligations* are a reference to a prohibition against doing anything, including a reference to not permitting, suffering or causing that thing to be done;
- *Parties* is a reference to a party to this MoU or any other document, including that party's personal representatives/successors and permitted assigns;
- *Related Terms* defined in this MoU are where other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- the singular also includes the plural, and vice versa, and words importing one gender also include the other gender;
- reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations; and



- a reference to "written" or "in writing" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

## **2 GOVERNMENT AGENCY OBLIGATIONS**

### **2.1 Contribution of Accreditation Information**

Each Government Agency will:

- (a) provide to MSD a list of all Accreditation Information it has committed to submit and share with other Government Agencies under this MoU before, or as soon as reasonably practicable after, signing this MoU;
- (b) provide all Accreditation Information to MSD promptly, or as soon as reasonably practicable after gathering or creating that Accreditation Information;
- (c) ensure that such Accreditation Information is delivered to such person or address at MSD as may be notified from time to time to all Government Agencies by MSD; and
- (d) ensure that such Accreditation Information is delivered in such manner, form and/or format as may be reasonably requested from time to time by MSD to most efficiently allow that Accreditation Information to be imported into and retained within the RDA System.

### **2.2 Accessing Accreditation Information**

When an Accreditation Event occurs, each Government Agency will request and use available Accreditation Information stored by MSD in the RDA System for the purposes of that Accreditation Event.

### **2.3 Requesting Accreditation Information directly from Providers**

- (a) Subject to clause 2.3(b), where Accreditation Information about a particular Provider is held in the RDA System and a Government Agency is able to access that Accreditation Information that Government Agency will not request the same or substantially equivalent information direct from a Provider or its representative.
- (b) Despite clause 2.3(a), if the circumstances (viewed reasonably) warrant it, the Government Agency may seek verification or confirmation of the currency, accuracy or completeness of particular Accreditation Information or seek additional relevant and necessary information (in each case) direct from the Provider or its representative. The parties acknowledge that this may occur in the following circumstances:
  - (i) the Government Agency knows or has good reason to suspect that the Accreditation Information held by MSD is inaccurate or incomplete; or
  - (ii) the Accreditation Information held by MSD relates to a particular date or time period and that date or time period has expired; or

- (iii) the Accreditation Information available does not fully address the relevant and necessary requirements the Government Agency has at that time.

#### 2.4 **Updating Accreditation Information**

Where a Government Agency engaging with a Provider:

- (a) knows that Accreditation Information held by MSD about that Provider in the RDA System is out of date, inaccurate or incomplete, that Government Agency will request from the Provider whatever further information is necessary to best ensure that the Accreditation Information held by MSD is up to date, accurate and complete;
- (b) is informed by a Provider that Accreditation Information about that Provider that has been sourced by the Government Agency from MSD and the RDA System is not current, accurate or complete then, having first taken reasonable steps to verify and confirm the new information provided by the Provider;
- (c) knows other information that is (viewed reasonably) material or otherwise highly relevant to the currency, accuracy or completeness of the Accreditation Information held by MSD about that Provider in the RDA System,

that Government Agency will, in each case, provide that further or other information to MSD and MSD will include it and update the Accreditation Information about that Provider in the RDA System.

#### 2.5 **Purposes of use or disclosure**

A Government Agency will only use or disclose Accreditation Information obtained from MSD for a Relevant Purpose and subject always to clause 5.

#### 2.6 **Performance measures**

In relation to each Measurement Period, each Government Agency must be able to demonstrate (upon request by, and to the reasonable satisfaction of, the Social Services Procurement Committee):

- (a) that it has only accessed and used Accreditation Information for a Relevant Purpose;
- (b) that it has provided all the Accreditation Information it has gathered, created or holds about Providers to MSD for inclusion in the RDA System in the form and by the times required by this MoU and the Government Agency must be able to explain (with supporting reasons) any exceptions;
- (c) that it has relied on Accreditation Information held by MSD in lieu of requesting the same or substantially equivalent information direct from a Provider or its representative (including in circumstances where, prior to this MoU coming into force, it would have sought such information direct from a Provider or its representative); and
- (d) that, in any case where it has sought verification or confirmation of the currency, accuracy or completeness of particular Accreditation

Information or sought additional relevant and necessary information of the kind referred to in clause 2.3(b) above (in each case) direct from a Provider or its representative, the circumstances have warranted it and the Government Agency must be able to explain (with supporting reasons) why the circumstances warranted it.

### **3 MSD OBLIGATIONS**

#### **3.1 Receipt of Accreditation Information**

When MSD receives Accreditation Information from a Government Agency, it will store that Accreditation Information in the RDA System.

#### **3.2 Provision of Accreditation Information**

Upon receipt of a request for Accreditation Information about a Provider from a Government Agency for a Relevant Purpose, MSD will provide (or otherwise make accessible or available to) the Government Agency any and all Accreditation Information that it holds about that Provider in the RDA System that is reasonably related to the subject matter of the request.

#### **3.3 Register of Accreditation Information**

MSD will maintain, and make available to all Government Agencies, a register of the Standards developed as part of the cross government accreditation project that are relevant for the purposes of this MoU at any particular time.

#### **3.4 Performance measures**

In relation to each Measurement Period, MSD must be able to demonstrate (upon request by, and to the reasonable satisfaction of, the Social Services Procurement Committee) that it has responded to compliant requests for Accreditation Information made by Government Agencies in the form required by this MoU and within ten Business Days (or such longer period as the requesting Government Agency may agree) of receiving the compliant request, and MSD must be able to explain (with supporting reasons) any exceptions.

### **4 PROTECTIONS**

#### **4.1 Controls on submitting and accessing Accreditation Information**

Each Government Agency, in consultation with MSD, and other Government Agencies, will co-operate in the maintaining of the supporting Policy "Controls on Submitting and Accessing Accreditation Information in the RDA System" which supports this MOU detailing:

- (a) which personnel of a Government Agency may submit Accreditation Information to MSD for inclusion in the RDA System and how such a submission will take place;
- (b) security and access protocols applying to a submission of Accreditation Information to MSD for inclusion in the RDA System;
- (c) which personnel of a Government Agency may request Accreditation Information from MSD and how such a request will be made; and



- (d) security and access protocols applying to a request for Accreditation Information from MSD.

The policy "Controls on Submitting and Accessing Information in the RDA System" is deemed to form part of this MoU, including for the purpose of each party performing its obligations and assessing compliance with any relevant performance measures.

#### **4.2 Use of Accreditation Information**

Whenever a Government Agency requests Accreditation Information from MSD, it will be deemed to have undertaken to MSD that it will use the Accreditation Information received from MSD only for a Relevant Purpose.

#### **4.3 Requests under the Official Information Act 1982**

If MSD receives a request under the Official Information Act 1982 to make available specified official information that has been provided to MSD as Accreditation Information under this MoU, MSD is entitled to transfer the request to the Government Agency that provided the particular Accreditation Information in accordance with section 14 of the Official Information Act 1982.

#### **4.4 Other Requests**

In the event MSD receives a request to provide information pursuant to a Ministerial enquiry or Parliamentary question, or such other similar request, that involves making available the information that has been provided to MSD as Accreditation Information under this MoU, MSD is entitled to transfer the request to the Government Agency that provided the particular Accreditation Information and the Government Agency will consult with any other party as required on the proposed response prior to making a decision on the response.

#### **4.5 Personal Information**

To the extent that Accreditation Information to be supplied under this MoU (to MSD by a Government Agency or by MSD to a Government Agency) contains any Personal Information:

- (a) that Personal Information may only be supplied to, or by, MSD if the person to whom the information relates has given their prior consent to the disclosure and associated use, or the disclosure is otherwise permitted under the Privacy Act 1993; and
- (b) each Government Agency and MSD will maintain internal procedures and controls that accord with the requirements under the Privacy Act 1993 to protect the security of such information, and will take reasonable steps to ensure that all personnel are aware of the character and sensitivity of that information.

#### **4.6 Confidentiality agreements**

- (a) Each Government Agency and MSD that has any contractors or third parties to whom it provides such Accreditation Information that contains:

- (i) Confidential information about a Provider; or
- (ii) Personal Information;

will ensure that the contractors or third parties have signed confidentiality agreements, in each case as necessary to ensure that all use and disclosure of Accreditation Information to or by those contractors or third parties is only for a Relevant Purpose and in accordance with this MoU.

- (b) This clause 4.6 does not apply where a Government Agency or MSD provides Accreditation Information to a third party pursuant to a court order or pursuant to any specific disclosure obligation imposed on it under law.

#### 4.7 **Notification of breach**

- (a) If a Government Agency becomes aware of any material breach of its obligations under this MoU, it will immediately notify MSD of that breach and of any steps taken (or proposed to be taken) by that Government Agency including (if in relation to a privacy breach) notification to any individual affected by the privacy breach, to remedy or mitigate the effect of that breach.
- (b) If MSD becomes aware of any material breach of its obligations under this MoU, it will immediately notify each Government Agency which it knows is likely to be adversely affected by that breach of that breach and of any steps taken (or proposed to be taken) by MSD to remedy or mitigate the effect of that breach.

#### 4.8 **Maintaining and inspection of records**

- (a) Each Government Agency and MSD must keep accurate and complete records of the following:
  - (i) each submission of Accreditation Information to MSD;
  - (ii) each request for Accreditation Information from MSD;
  - (iii) any response/s to those requests and the use of Accreditation Information received from MSD.
- (b) Each Government Agency and MSD may, upon request in writing and for good reason (which must be explained in reasonable detail when the request is made), examine any records during reasonable business hours and at its own expense, including for the purpose of assessing compliance with this MoU and any relevant performance measures.
- (c) MSD will keep and retain the records and information in the RDA in accordance with its information policies and the Public Records Act 2005.



## **5 CONFIDENTIALITY**

### **5.1 Confidentiality obligation**

Subject to clause 5.2, each party agrees to protect and keep confidential any Confidential Information that is supplied by a party (the *Disclosing Party*) to another party (the *Recipient*).

### **5.2 Permitted use and disclosure**

The Recipient will only use or disclose the Disclosing Party's Confidential Information for the purposes described in this MoU provided that any party may disclose the Disclosing Party's Confidential Information to its personnel, professional advisers, insurers, agents and other subcontractors on a confidential basis but only to those that have a genuine need to know for the purposes of, and to give effect to, this MoU.

## **6 INTELLECTUAL PROPERTY**

### **6.1 Intellectual property ownership**

Unless specified otherwise in this MoU or agreed in writing, nothing in this MoU confers upon a party any ownership or other rights in property (including intellectual property) owned by another party or used by another party under licence from a third party.

### **6.2 Licence to MSD**

Each Government Agency grants to MSD a royalty-free, non-transferable, non-exclusive and limited licence for the term of this MoU to use (and allow its contractors to use) the Government Agency's intellectual property rights in any Accreditation Information submitted to MSD under this MoU, such use to be in accordance with the purposes of, and to give effect to, this MoU.

### **6.3 Licence to each Government Agency**

MSD grants to each Government Agency a royalty-free, non-transferable, non-exclusive and limited licence for the term of this MoU to use (and allow its contractors to use) MSD's intellectual property rights in any Accreditation Information provided to the Government Agency under this MoU, such use to be in accordance with the purposes of, and to give effect to, this MoU.

## **7 LIABILITY**

### **7.1 No recourse for loss**

Subject to any terms implied by law:

- (a) no party shall be liable to any other party in tort (including negligence), equity, contract or otherwise for any direct, indirect, consequential, special or punitive loss or damage arising out of or in connection with this MoU; and
- (b) MSD will not be liable for the currency of, or any inaccuracy or incompleteness in, any Accreditation Information which has been provided to it by another Government Agency, or for any costs or

damages associated with any Accreditation Information being out of date, inaccurate or incomplete.

## **7.2 Responsibility for accuracy of Accreditation Information**

- (a) Each Government Agency that provides Accreditation Information to MSD for inclusion in the RDA System is responsible for the currency, accuracy and completeness of that Accreditation Information, and is also responsible for ensuring that no Personal Information is provided.
- (b) MSD is responsible for the currency, accuracy and completeness of Accreditation Information it uploads to the RDA System from its own internal systems or records, and is also responsible for ensuring that no Personal Information from its systems or records is included.
- (c) MSD is responsible for the accurate and complete reproduction and presentation of Accreditation Information that was provided to MSD and retained within the RDA System, when providing that Accreditation Information to a Government Agency under this MoU.

## **7.3 Responsibility for verifying Accreditation Information**

Any Government Agency using Accreditation Information provided by it to MSD under this MoU must consider (in a manner that appropriately reflects the circumstances of the actual or proposed use of the Accreditation Information) whether there are material facts or circumstances known to the relevant personnel of the Government Agency who will use or rely on the Accreditation Information which mean it is necessary to take additional steps to verify or confirm the currency, accuracy or completeness of particular aspects of the Accreditation Information before using or relying on it for their particular Relevant Purpose.

# **8 INTERACTION WITH PROVIDERS**

## **8.1 Provider complaints and objections**

Any party that receives a reasonable complaint or an objection from a Provider regarding the currency, accuracy or completeness of particular Accreditation Information about that Provider which has been sourced by, used or relied upon by a Government Agency under this MoU, will promptly notify MSD and (if practicable) each Government Agency which it knows will be directly affected by that complaint or objection and:

- (a) once verified or confirmed, any error, omission or deficiency in the Accreditation Information will be corrected by MSD and the party receiving the complaint or objection will notify the Provider that such action has been taken; and
- (b) each will work constructively with the other affected parties to remedy any error, omission or deficiency in the way information is shared under this MoU that has given rise to that complaint or objection, or the error, omission or deficiency giving rise to that complaint or objection.

## **9 TERM AND TERMINATION**

### **9.1 Term**

This MoU will commence on the date it is first signed by MSD and at least one Government Agency and:

- (a) in respect of a particular Government Agency, will continue indefinitely; and
- (b) in respect of MSD, will continue for so long as this MoU applies to one or more Government Agency,

unless terminated earlier in accordance with clause 9.2.

### **9.2 Termination**

- (a) With the prior consent of the SSPC, MSD may terminate this MoU by giving not less than 90 days' written notice to the other parties, and this MoU shall terminate from the date specified in such notice.
- (b) A Government Agency may be released as a party to this MoU by giving not less than 90 days' written notice to MSD. The Government Agency will be released from this MoU with effect from the date that is 90 days after the date of the notice.

### **9.3 Effect of release, termination or expiry**

Release, termination or expiry of this MoU shall not affect any rights or remedies available to a party which have accrued up to (and including) the date of release, expiry or termination.

### **9.4 Surviving provisions**

The following clauses will remain in full force and effect notwithstanding termination of this MoU, namely clauses 5, 6, 7.1, 9.3, 9.4 and 10.7, and any other clauses of this MoU (including those necessary for interpretation purposes) which expressly or by their nature are intended to survive.

## **10 MISCELLANEOUS**

### **10.1 Review**

The parties will review the terms of this MoU annually and amendments or variations may be made in accordance with clause 10.2.

### **10.2 Variation and Amendments**

- (a) Subject to clause 10.2(c) MSD may unilaterally amend this MoU without the consent of Government Agencies for reasons of:
  - (i) security, whether of information, systems, services people or otherwise;
  - (ii) the maintenance or protection of confidential information or personal privacy;
  - (iii) changes in governance relating to this MoU;
  - (iv) machinery of government changes that have an impact on responsibility for this MOU.

- (b) Any amendments contemplated by clause 10.2(a) will be binding on the Government Agency upon 20 written days' notice to the Government Agency of the amendments (or, in the case of an amendment arising from a significant security or privacy incident or concern, such shorter period as MSD may specify in its written notice).
- (c) If MSD requires to amend this MoU in reliance on clause 10.2(a) in circumstances where the amendment would materially adversely affect any Government Agency, MSD will, before any written notice is given under clause 10.2(b):
  - (i) notify the Government Agency of the proposed amendment(s);
  - (ii) give the Government Agency a reasonable time to comment on the proposed amendment(s); and
  - (iii) take into account any comment received within reasonable time before making a decision on the proposed amendment(s).
- (d) Except as otherwise expressly permitted by this MoU, no other amendment to the terms of this MOU will be effective unless MSD has obtained the consent of all Government Agencies, such consent not to be unreasonably withheld.
- (e) MSD will provide to the Government Agencies an amended version of this MOU, to reflect amendments in accordance with this clause 10, within a reasonable time after such amendments become effective.
- (f) Despite clause 10.2(c) and (d), MSD may agree to vary the way in which a particular Government Agency submits Accreditation Information to MSD or receives Accreditation Information from MSD, and such amendment or variation will be effective if agreed between MSD and that Government Agency in writing, but such amendment or variation will only bind those parties that agree to it and it will not affect any other party.

#### **10.3 Accession of Government Agencies**

After the first Government Agency signs this MoU, any other Government Agency may accede to this MoU by signing a letter of accession substantially in the form set out in Annexure 1. For the avoidance of doubt, any Government Agency which is already a party to this MoU at that time (including by accession) does not need to execute the letter of accession. MSD will maintain (and keep up to date) a register (together with relevant contact details) of all Government Agencies which are parties to this MoU and that register shall be made available to MSD and all other Government Agencies.

#### **10.4 Government directives and legislation**

This MoU is to be read subject to any relevant Ministerial or Cabinet directives, and to any relevant law.



**10.5 Notices**

Any notice or other communication to be given under this MoU must be addressed to the recipient at the address from time to time maintained on the register referred to in clause 10.3.

**10.6 Governing law**

This MoU is governed by and to be construed in accordance with New Zealand law.

**10.7 Each clause separate**

Each clause of this MoU applies separately. If a party cannot rely on a clause of this MoU because it is invalid, void or unenforceable, or for any other reason whatever, all other clauses will continue to apply.

**10.8 Costs**

The parties will meet their own costs relating to the negotiation, preparation and implementation of this MoU.

**10.9 No assignment**

No party may transfer or assign any of its rights or obligations under this MoU without first obtaining the written consent of MSD.

**10.10 Counterparts**

This MoU may be executed in one or more counterparts and each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by both the parties.



**EXECUTION**

**SIGNED** for and on behalf of

**HER MAJESTY THE QUEEN IN RIGHT  
OF NEW ZEALAND** acting by and  
through **THE CHIEF EXECUTIVE OF  
THE MINISTRY OF SOCIAL  
DEVELOPMENT** by

Merv Dacre

Print Name

DCE Corporate Solutions

Position



Signature

29-8-2017

Date

**SIGNED** for and on behalf of

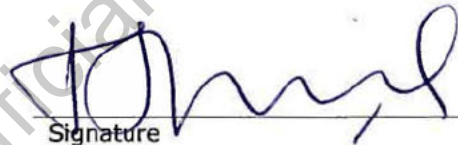
**HER MAJESTY THE QUEEN IN RIGHT  
OF NEW ZEALAND** acting by and  
through **THE CHIEF EXECUTIVE OF  
THE MINISTRY OF BUSINESS,  
INNOVATION AND EMPLOYMENT** by

JOHN IUL

Print Name

GM NZGPP

Position



Signature

12 September 2017

Date

## Annexure 1: Letter of accession

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28 August 2017

[Government Agency]

[Address line one]

[Address line two]

### **MEMORANDUM OF UNDERSTANDING (Information Sharing: NGO Accreditation Information)**

MSD owns, maintains and operates the Resource Directory Approvals (RDA) System. MSD has developed the existing RDA System to provide a single repository, the Cross Government Accreditation Register, to store up to date Accreditation Information that all Government Agencies can access, use and rely on.

[Government Agency] is a Government Agency.

If your agency wishes to use the Cross Government Accreditation Register, obtain access to Accreditation Information, and is willing to become a party to the MoU, please complete and sign the enclosed copy of this letter and return that signed copy to the Ministry of Social Development, marked for the attention of Section 9(2)(a). Please retain a copy of the signed letter and the attached MoU for your records.

Please insert your agency's representative and contact details to be included in the register (as described in the MoU):

Name: [Name]

Physical address: [Address]

Telephone number: [Phone]

Email address: [Email]

If you have any questions, please contact Section 9(2)(a) on Section 9(2)(a) or email a scanned copy to Section 9(2)(a) @msd.govt.nz.

Yours sincerely

Merv Dacre  
Deputy Chief Executive, Corporate Solutions  
Ministry of Social Development

**[Government Agency]** accepts and agrees to comply with the terms of the MoU.

.....  
Signed for and on behalf of  
**[Government Agency]**

Name of signatory

Role of signatory

Date

## Annexure 2: Accreditation information

### Provider details

Field Name	Also known as	Description	Data source
Agency		The Government Agency audit record was sourced from	Internal – information already contained in the RDA System External – populated by MSD User from another MSD system
Agency Provider ID		Provider ID as known by source Agency	External
Agency Provider Name	Provider Name or Legal Provider Name	Provider Name as known by source Agency	External
RDA Provider ID		Provider ID as known by MSD	Internal
RDA Provider Name		Provider Name as known by MSD	Internal
Site Name		Branch Name as known by MSD	External Internal
Address		Head Office address or branch address if site name populated	External Internal
Provider Contact	Provider Accreditation Lead	Primary contact for the Provider	Internal External
Provider Contact Role		Primary contact's role for the Provider	Internal External

Field Name	Also known as	Description	Data source
Relationship Manager		Relationship Manager for the Provider	Internal External

#### Completed and scheduled audits

Field Name	Also known as	Description	Data Source
Lead Accreditor/Contractor		Primary accreditor or contracted organisation assigned to the Provider	Internal – information already contained in the RDA System External – populated by MSD User from another MSD system
Accreditor	Lead Accreditor Assessor	A person (individually or part of a team) with delegated authority to issue the Instrument of Accreditation on behalf of the Responsible Agency who carries out the Accreditation assessment or part of the assessment of a Provider may be supported by a team of technical experts	Internal External
System		System or function from which the audit originated	Internal External
Accreditation/Audit Type		Type of Accreditation/Audit	Internal External
Activity Type		Type of activity performed (essentially an Accreditation subtype)	Internal External
Accreditation ID		Unique Accreditation Reference ID	Internal External

Field Name	Also known as	Description	Data Source
Status		Current status of the accreditation record	Internal
In Progress		Indicates the RDA assessment is open and the outcome of the standards being assessed are unknown	Internal
Last Accreditation Date		Date the site visit or paper based review was completed for internal MSD assessments Date the out-of-cycle relinquishment was completed Date activity was performed Date external accreditation event was completed	Internal External
Next Review Date		Date of the next internal MSD scheduled assessment (portfolio) Date activity is scheduled to be performed if not already completed Date the next external accreditation event is scheduled to start	Internal External
Legislation/Policy		Legislations or Policies audit has or will be performed under	Internal External
Subtype		Legislation/Policy subtypes audit has or will be performed under	Internal External
Standard ID		Unique code for the standard that was assessed or is currently being assessed	Internal
Standard Name	Standard	Name of the standard that was assessed or is currently	Internal



Field Name	Also known as	Description	Data Source
		being assessed	
Required Action	Requirement	<p>A required action is an improvement the Provider must make to mitigate a failure which does not constitute a serious safety hazard or an unacceptable level of risk</p> <p>A specific timeframe can be assigned to a required action, or it can be assessed at the next scheduled review</p>	Internal
Critical Action	Remedial	<p>Indicates there is an open critical action against the standard</p> <p>A critical action is an improvement the Provider must make to mitigate a failure which constitutes a serious safety hazard or an unacceptable level of risk</p> <p>Critical actions are allocated a time frame dependent on the nature of the risk, up to a maximum period of six weeks</p> <p>Accreditation will not be confirmed with an outstanding critical action</p>	Internal
Review Outcome		The overall outcome of the review/accreditation event	Internal External
Comments/Notes/Detail		Comments, Notes or Detail	Internal External

#### Accreditation information

Field Name	Also known as	Description
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Field Name	Also known as	Description
Agency		The Government Agency accreditation record was sourced from
Agency Provider ID		Provider ID as known by source Agency
Agency Provider Name	Provider Name or Legal Provider Name	Provider Name as known by source Agency
RDA Provider ID		Provider ID as known by MSD
RDA Provider Name		Provider Name as known by MSD
Site Name		Branch Name as known by MSD
Address		Head Office address or branch address if site name populated
Provider Contact	Provider Accreditation Lead	Primary contact for the Provider
Provider Contact Role		Primary contact's role for the Provider
Relationship Manager		Relationship Manager for the Provider
Lead Accreditor / Contractor		Primary assessor or contracted organisation assigned to the Provider
Accreditor	Lead Accreditor	A person (individually or part of a team) with delegated authority to issue the Instrument of Accreditation on behalf of the Responsible Agency who carries out the Accreditation assessment or part of the assessment of a Provider May be supported by a team of technical experts
System		System or function from which the accreditation event originated
Accreditation/Audit Type		Type of Accreditation
Activity Type		Type of activity performed (essentially an accreditation subtype)

Field Name	Also known as	Description
Audit/Approval/Accreditation ID		Unique Audit/Approval/Accreditation Reference ID
Status		Current status of the Audit/Accreditation record
In Progress		Indicates the RDA assessment is open and the outcome of the standards being assessed are unknown
Last Accreditation Event Date		Date the site visit or paper based review was completed for internal MSD assessments. Date the out-of-cycle relinquishment was completed Date activity was performed. Date external audit was completed
Next Review Date		Date of the next internal MSD scheduled assessment (portfolio) Date activity is scheduled to be performed if not already completed Date the next external audit is scheduled to start
Legislation/Policy		Legislations or Policies audit has or will be performed under
Subtype		Legislation/Policy subtypes audit/accreditation has or will be performed under
Standard ID		Unique code for the standard that was assessed or is currently being assessed
Standard Name	Standard	Name of the standard that was assessed or is currently being assessed
Required Action	Requirement	A required action is an improvement the Provider must make to mitigate a failure which does not constitute a serious safety hazard or an unacceptable level of risk  A specific timeframe can be assigned to a required action, or it can be assessed at the next scheduled review

Field Name	Also known as	Description
Critical Action	Remedial	<p>Indicates there is an open critical action against the standard</p> <p>A critical action is an improvement the Provider must make to mitigate a failure which constitutes a serious safety hazard or an unacceptable level of risk</p> <p>Critical actions are allocated a time frame dependent on the nature of the risk, up to a maximum period of six weeks</p> <p>Accreditation will not be confirmed with an outstanding critical action</p>
Review Outcome		The overall outcome of the review/audit
Comments/Notes/Detail		Comments, Notes or Detail
Final assessment report		<p>Final assessment report produced by the agency</p> <p>Confidential or personal information must be redacted</p>