



7 December 2022

Tēnā koe

On 5 October 2022, you emailed the Ministry of Social Development (the Ministry) requesting, under the Official Information Act 1982 (the Act), the following information:

- *'Could you please provide us as soon as possible with all compliance reports and any associated correspondence, information, minutes or other documents you have regarding the Whakatutuki Work Programme and correspondence with Matthew Tukaki, Diane Tuari or Jean Nankivell and anything that refers to the Nehenehenui Māori Committee'.*

On 20 October 2022, the Ministry emailed you to refine your request for information as it was broad in scope and was likely to be refused in part under section 18(f) of the Act. At this time, the Ministry also advised that more time was required to respond to your request, due to the consultations necessary in order to make a proper decision. In accordance with section 15(1) and 15A of the Act, the Ministry's decision was due to you by 29 November 2022. I sincerely apologise for the delay.

On 3 November 2022, the Ministry contacted you to discuss refining your original request. You advised that you were happy with the suggested refinement for the following information:

- *Agreements signed with Ministry of Business Innovation and Employment and the Ministry in relation to the Whakatutuki Work Ready programme/contract.*
- *All correspondence and documentation (memoranda) related to the novation/transfer of this contract from the New Zealand Māori Council to the New Zealand Māori Authority. This includes relevant correspondence with and from Te Nehenehenui Māori Committee and with Matthew Tukaki.*
- *Progress reports relating to the implementation of Whakatutuki Work Ready programme.*

- *In particular, the period of time I suggest would be most helpful is from January 2021 to November 2022.*

I will address each of your questions in turn for the sake of clarity.

- *Agreements signed with Ministry of Business Innovation and Employment and the Ministry in relation to the Whakatutuki Work Ready programme/contract.*

The following provides background about the Whakatutuki Work Ready Programme and its transfer from the New Zealand Māori Council to Ngā Ngaru Rautahi o Aotearoa National Māori Authority.

The novation was to a contract to support the Whakatutuki Work Ready Programme through the He Poutama Rangatahi initiative to support young people into work. The He Poutama Rangatahi fund seeks to support communities developing pathways for young people aged 15-24 not currently in employment, education, or training, through to sustained employment underpinned by intensive pastoral care. The rangatahi targeted by the initiative are those most at risk of long-term unemployment and who need individualised and ongoing support to connect to training and employment. He Poutama Rangatahi's approach is to support communities to develop interventions.

On 17 March 2021, the MBIE signed a contract for the Whakatutuki Work Ready Programme with Matthew Tukaki and Diane Tuari, who signed as the 'executive director' and 'executive', respectively. They "signed for and on behalf of the New Zealand Māori Council".

The funding application for the Whakatutuki Work Ready Programme was submitted and led by Te Nehenehenui Māori Committee, a regional arm of the New Zealand Māori Council, and the committee was listed on the contract as the contact point for the recipient. The committee delivers the programme on the ground.

In July 2021, the He Poutama Rangatahi programme of work moved from MBIE to the Ministry of Social Development, which picked up responsibility for oversight of the contract.

In July 2021, as part of regular verbal engagement with the Te Nehenehenui Māori Committee, Jean Nankivell, Programme Director of the Whakatutuki Work Ready Programme, made a request to move the programme's funding to the Ngā Ngaru Rautahi o Aotearoa National Māori Authority. The request was subsequently made in writing.

The Te Nehenehenui Māori Committee told the Ministry it wanted a change in the funding recipient because they already had an established relationship with Ngā Ngaru Rautahi O Aotearoa National Māori Authority, which was handling their back-office functions. They said the process would streamline administration and reduce the risk of mistakes, as the existing process required

funds to go to the New Zealand Māori Council, then to Ngā Ngaru Rautahi O Aotearoa National Māori Authority, and then to the Te Nehenehenui Māori Committee.

As a result, in September 2021 the contract was varied to change the funding recipient to the Ngā Ngaru Rautahi o Aotearoa National Māori Authority. The contract variation took place on 5 September 2021, signed by the Ministry, Diane Tuari (Chief Executive of Ngā Ngaru Rautahi O Aotearoa National Māori Authority), and Matthew Tukaki (Executive director New Zealand Māori Council).

Please find attached a copy of the He Poutama Rangatahi funding agreement between the Ministry of Business, Innovation and Employment (MBIE) and the New Zealand Māori Council (NZMC), for the project 'Whakatutuki Work Ready Programme' as **Appendix A**. This contract was transferred to the Ministry from MBIE on 1 July 2021.

A copy of the Outcome Agreement Novation for the Whakatutuki Work Ready Programme is also attached as **Appendix B**. This Outcome Agreement Novation replaced NZMC with the Nga Ngaru Rautahi O Aotearoa National Māori Authority Incorporated as the Service Provider.

- *All correspondence and documentation (memoranda) related to the novation/transfer of this contract from the New Zealand Māori Council to the New Zealand Māori Authority. This includes relevant correspondence with and from Te Nehenehenui Māori Committee and with Matthew Tukaki.*

The Ministry has previously responded to a request for all correspondence regarding the Whakatutuki Work Ready Programme and its transfer from the New Zealand Māori Council to Ngā Ngaru Rautahi o Aotearoa National Māori Authority. This response has been published on the Ministry's website, here: www.msd.govt.nz/documents/about-msd-and-our-work/publications-resources/official-information-responses/2022/september/06092022-all-emails-held-by-the-ministry-regarding-transfer-of-the-whakatutuki-work-ready-programme-from-the-maori-council-to-the-national-maori-authority.pdf.

- *Progress reports relating to the implementation of Whakatutuki Work Ready programme.*

The Whakatutuki Work Ready Programme, through the He Poutama Rangatahi initiative, is designed to support young people in Benneydale into work.

The He Poutama Rangatahi fund seeks to support communities developing pathways for young people aged 15-24 not currently in employment, education, or training, through to sustained employment underpinned by intensive pastoral care. The rangatahi targeted by the initiative are those most at risk of long-term unemployment and who need individualised and ongoing

support to connect to training and employment. He Poutama Rangatahi's approach is to support communities to develop interventions for the rangatahi.

The Ministry receives quarterly and monthly reports from the providers of the Whakatutuki Work Ready Programme. These reports give the Ministry an overview of the health and progress of the programme.

These reports contain both operational information, and case studies of rangatahi who are engaging in the Whakatutuki Work Ready Programme. Due to the sensitive and private nature of these case studies, the Ministry will provide you with a summary of the information provided in each report.

Please find attached the 'Progress report overview' as **Appendix C**, which contains an overview of the project and a description of the service delivery. This section does not contain private information and provides context to the following summary.

I believe that the following is an adequate summary of the information (section 16(1)(e) of the Act refers).

Monthly reporting

Each month, the Ministry receives updates on the progress of the participants through the programme. This includes the achievements, milestones, and measure of outcomes (transition into employment/education/training) of specific people. The monthly reporting contains demographic and personal information that would make individuals identifiable.

For this reason, the monthly reporting is 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.

Quarterly reporting

The quarterly reports provide updates to the Ministry on a range of topics. The reports are split into four sections: quarterly reflection, plans for the next quarter, compliance and risk, and progress against deliverables.

The quarterly reporting also contains a breakdown of the project expenditure. The breakdown of this information is withheld under section 9(2)(b)(ii) of the Act as, if released, it would be likely to prejudice the commercial position of the person who supplied or who is the subject of the information. The greater public interest is in ensuring that the commercial position can be maintained.

The Ministry can advise that the total expected/budgeted He Poutama Rangatahi funding is \$965,896 across all quarters. This is split across Quarterly payments, which vary across quarters.

June 2021

- Quarterly reflection
 - 15 rangatahi were engaged or enrolled in the programme.
 - The Ministry were advised that a planned three-day team building exercise was unable to go ahead due to health and safety concerns following weather conditions.
 - All expected Project Outcomes were achieved.
 - Rangatahi were responding well to the interactive delivery of the programme.
 - The Ministry were advised that rangatahi complete a weekly evaluation of the Whakatutuki Work Ready Programme. The feedback contained requests for further training regarding budgeting.
 - Te Kuiti Community House and Brainwave Trust were engaged as external facilitators. Both facilitators have police clearance.
- Plans for the next quarter
 - Planned training with Vertical Horizonz, Kiwi Rail, and Driver's License training.
 - Planned work experience and employment.
 - Planned recruitment for the November intake of the programme.
- Compliance and risk
 - The requirements of the Children's Act 2014 were met.
 - All kaimahi underwent a NZ Police vetting procedure.
 - External facilitators were vetted by their organisations and confirmed to comply with the Children's Act prior to engagement with rangatahi.
 - No risks were expected to arise, though the risk of a potential COVID-19 lockdown was noted. The programme was prepared to minimise the risk of the impact of a lockdown by having online systems available.
- Progress against deliverables
 - The expected deliverables were achieved for this quarter, though it was noted that the impacts of COVID-19 were ongoing.

September 2021

- Quarterly reflection
 - 14 rangatahi were engaged or enrolled in the programme, and also employed or in training.
 - Kiwi Rail and inhouse training were successfully completed.

- There were disruptions to training with Vertical Horizonz due to the COVID-19 lockdown. Land Based Training were approached to complete the training as they are a local provider.
- Some rangatahi withdrew from the programme, and their spots were filled by others on a waiting list.
- This report highlighted the trust built between providers and rangatahi, as rangatahi were seeking help for addiction and mental health issues.
- In order to address job security and safety in the context of COVID-19, local companies were approached to provide more opportunities in local employment.
- Plans for the next quarter
 - Planned training with Land Based Training, and inhouse training.
 - Planned work experience and employment.
 - Planned recruitment for the November intake of the programme.
 - Continued pastoral care.
- Compliance and risk
 - The requirements of the Children's Act 2014 were met.
 - All kaimahi underwent a NZ Police vetting procedure.
 - External facilitators were vetted by their organisations and confirmed to comply with the Children's Act prior to engagement with rangatahi.
 - This report noted the impact of COVID-19 on the ability to provide the NZQA component of the course. The Whakatutuki Work Ready Programme was building up an inventory of computers to ensure that rangatahi could be contacted in the event of another lockdown. It was also noted that rangatahi were signed up for a Skinny modem at the beginning of the course.
- Progress against deliverables
 - The expected deliverables were achieved for this quarter, though it was noted that the impacts of COVID-19 were ongoing.

December 2021 to February 2022 (combined)

- Quarterly reflection
 - 32 rangatahi were engaged or enrolled in the programme, with 13 employed or in training.
 - It was noted that while COVID-19 caused some disruption to the programme, there was minimal impact on the outputs.
 - The success of the programme was celebrated, as all 15 rangatahi in the first cohort were in employment.

- The interactive style of the delivery continued to be successful.
- Plans for the next quarter
 - Planned training with Vertical Horizonz, Kiwi Rail, and Driver License training.
 - Planned work experience and employment.
 - The January intake cohort were actively recruited.
- Compliance and risk
 - The requirements of the Children's Act 2014 were met.
 - All kaimahi underwent a NZ Police vetting procedure.
 - External facilitators were vetted by their organisations and confirmed to comply with the Children's Act prior to engagement with rangatahi.
 - The impact of COVID-19 was highlighted as a risk.
- Progress against deliverables
 - The expected deliverables were achieved for this quarter, though it was noted that the impacts of COVID-19 were ongoing.

March 2022 to May 2022 (combined)

- Quarterly reflections
 - 32 rangatahi were engaged or enrolled in the programme, with 19 employed or in training.
 - It was noted that there was an increase in collaboration with Taumarunui Community Kokiri Trust, enabling kaimahi to access internal services such as the Taumarunui Community Kokiri Trust Model of Care – Whanau Ora.
 - It was noted that COVID-19 continued to cause disruptions to the programme, with an increase in illness and isolation. The programme adapted during this time to continue to provide services.
 - The programme continued to provide positive outcomes for rangatahi, not only in employment but also socially.
 - It was noted that the programme adapted NZQA training to support rangatahi in the diverse employment outcomes they were seeking. Overall, the interactive style of delivery aided all rangatahi.
 - The Ministry supported rangatahi to access 'Dress for Success' where they received clothing and guidance for interviewing.
- Plans for the next quarter
 - Planned training with Vertical Horizonz, Te Awa Nui a Rua Charitable Trust, First Aid and Driver License training.

- Planned work experience and employment.
- Planned recruitment for the next intake of the programme.
- Planned engagement exercises, such as day and camping trips.
- Compliance and risk
 - The requirements of the Children's Act 2014 were met.
 - All kaimahi underwent a NZ Police vetting procedure.
 - External facilitators were vetted by their organisations and confirmed to comply with the Children's Act prior to engagement with rangatahi.
 - The impact of COVID-19 was highlighted as a risk.
- Progress against deliverables
 - The expected deliverables were achieved for this quarter, though it was noted that the impacts of COVID-19 were ongoing.

Six monthly reporting

Every six months, a case study of a rangatahi is provided to the Ministry. These case studies look at the upbringing of rangatahi, barriers they have faced in education and employment, and how the Whakatutuki Work Ready Programme has helped them. As these case studies contain high levels of personal information, they are withheld in full under section 9(2)(a) of the Act, to protect the privacy of natural persons. The need to protect the privacy of these individuals outweighs any public interest in this information.

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. The Ministry will do this by publishing this letter and attachments on the Ministry'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 regarding information about the contract novation of the Whakatutuki Work Ready Programme, 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.

Ngā mihi nui

A handwritten signature in grey ink, appearing to read 'Magnus O'Neill', is positioned above the printed name.

PP. Magnus O'Neill

Amy Henare

**Director
Employment Programmes**



**PROVINCIAL
DEVELOPMENT
UNIT**

New Zealand Government

HE POUTAMA RANGATAHI FUNDING AGREEMENT

BETWEEN

**MINISTRY OF BUSINESS,
INNOVATION AND EMPLOYMENT**

AND

NEW ZEALAND MĀORI COUNCIL

FOR

WHAKATUTUKI WORK READY PROGRAMME



PROVINCIAL DEVELOPMENT UNIT

Ministry of Business, Innovation and Employment

AGREEMENT

The parties (identified below in Part 1) agree to be bound by the terms and conditions of this Agreement, as set out below in Part 1 (Key Details), Part 2 (General Terms), Part 3 (Definitions and Construction) and the Schedule (Payment Request).

PART 1: KEY DETAILS

- 1 Parties**

The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment
(Ministry)

New Zealand Māori Council, Registration Number CC38661, with offices at 210-220 Khyber Pass Road, Grafton, Auckland, 1023, New Zealand
(Recipient)
- 2 Funding Start Date** Commencement Date
- 3 End Date** June 30, 2023
- 4 Background**

He Poutama Rangatahi (HPR) is a cross agency initiative facilitated by the Ministry to support young people into work. The HPR fund is administered by the PDU and seeks to support communities develop pathways for young people (aged 15-24) not currently in employment, education or training (NEET), through to sustained employment underpinned by intensive pastoral care.

The NEET rangatahi targeted by HPR are those most at risk of long-term unemployment and who need more individualised and ongoing support to connect to training and employment than current programmes are able to provide. HPR's approach is to support communities, including through the articulation of local youth employment plans that:

 - highlight current interventions which could be scaled up or redirected;
 - identify gaps in the provision of support and particularly pastoral care for both NEET and for employers to connect; and
 - develop interventions specifically targeted at those gaps.

The Recipient is the community branch of the New Zealand Māori Council, in charge of promoting community development for Māori in the Benneydale rohe. Under the Community Development Act 1962, NZ Māori Council has a legal mandate to promote the well-being of Māori through policy development at the national level and community development at a local level in partnership with Iwi Leaders and the Iwi Leadership group.



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Part 1. Introduction

The Recipient has sought a funding contribution from the Ministry for the purposes of the Project described below. The Ministry has agreed to contribute funding on the terms and conditions of this Agreement (Agreement).

Key details of this Agreement are set out in this **Part 1**. The full terms and conditions are set out in **Part 2**. Defined terms and rules of interpretation are set out in **Part 3**.

- 5 Conditions Precedent** No Funding is payable under this Agreement until the Ministry has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:
- (a) **Co-funding** – Confirmation that the Recipient has secured co-funding to the satisfaction of the Ministry, including evidence of any co-funding commitments.
 - (b) **Due diligence** – Confirmation from the Ministry (in its sole discretion) that it has completed satisfactory due diligence on the Recipient.
 - (c) **Governance** – Confirmation from the Ministry (at its sole discretion) that the Recipient has demonstrated sufficient commercial governance expertise in place for the Project.
 - (d) **Financial information** – a final, updated, funds flow statement/model and budget setting out the funding and application of funds in relation to the Project and the financing thereof, including all fees, costs and expenses (including taxes) in connection with the same.

These conditions precedent must be satisfied within a 3 month period from the date of signing, unless agreed otherwise in writing with the Ministry. In the event that they are not satisfied within that time, the Ministry may notify the Recipient that this Agreement has not come into effect and is null and void.

- 6 Project Description** The Recipient will deliver the Whakatutuki Work Ready programme (Project) based in Benneydale for rangatahi aged 18-24 who are NEET in Benneydale, Waimiha, Ongarue and Te Kuiti.

The Project will consist of a 6-month intensive programme delivered to 4 cohorts of 15 rangatahi each. The project will be delivered over 2 years, with 2 cohorts per year (30 rangatahi per year). The Project will be structured in modules as follows:

Week 1 – 4

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Strengthening Communities

Rangatahi Entry

Powhiri

This module will be focused on creating an understanding of tikanga, introduction to the history of Ngāti Rereahu and Maniapoto with the goal of developing rangatahi's self-esteem, pride and self-worth and the values of a healthy lifestyle.

Holistic Capacity Assessment (HCA)

Every participant will undergo a one to one interview that involves an in-depth appraisal of each Rangatahi Skills, Academic Aptitude, Knowledge of Job Search Skills and Methods and Personal Aspirations, in order to ascertain the exact nature of any barriers to Employment and develop a Personalised Workplace Training Plan.

In House Training

Participants will be inducted into the training programme and will work on their Personal Development Plan. Some of the key subject modules will be covered in this part of the programme, which includes:

- Self-appraisal (e.g. skills, values, interests);
- Transferrable skills (e.g. examples and "shopping list" of transferrable skills);
- Employer requirements (e.g. attitude, adaptability, punctuality, team work, reliability);
- Healthy Lifestyle (e.g. nutrition, recreation, medical checks);
- CV and application forms including: self-analysis; training on tailoring a CV to a job opportunity; filling questionnaires; drafting a cover letters and/or application; as well as sourcing and securing suitable referees and references;
- Personal grooming (e.g. hygiene, presentation and dress code for work);
- Interview skills (including telephone interview skills);
- Self-management of stress and anxiety;
- Self-management of time; and
- Goal setting and Personal Action Plan.

Team Building

A 3 day team building excursion on the Timber Trail, Pureora Forest.

Week 5 – 8

Kiwi Rail Training (Health

Kiwi Rail Trainers will provide resources and training to develop skills levels.



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Regional Programme

& Safety and Leadership)

This will include a 3-week Health & Safety Programme, which will also allow rangatahi to work on or near Railway Lines.

Toi Toi- Māori Leadership Training with a noho Marae Component will also be provided and facilitated by Kiwi Rail.

Week 9 – 12

In House Training

Continuation of in-house training consisting of key subject modules, with particular focus on:

- Updating Personal Development Plans;
- Developing a CV; and
- Identifying specific barriers to progressing towards employment.

Capability and Skills Assessment

The development of rangatahi's communication and social skills will be monitored throughout the programme. At this stage, a self-assessment exercise will be applied involving both Tutor and participant with this purpose.

The Recipient will also liaise with Whanau Ora Provider, Te Kuiti Community House and other community providers to provide assistance to remove the barriers to the progress of participants towards employment.

Vertical Horizonz

A 6-days training which will include:

- 1 day Chemical Handling and Storage;
- 1 day Grow Safe Basic;
- Quad Bike 2 day Course; and
- Chainsaw- 2 day Course.

Week 13 – 22

Work Experience

This will consist of a work based training component that will allow participants to develop their transferrable and work ready skills. This may include work experience with both Kiwi Rail and the Department of Conservation (DOC) as follows:

- **Kiwi Rail:** weed spraying, cleaning and preparing soil, or native tree planting.
- **DOC:** pest control, weed spraying, track maintenance, or riparian planting.

Work experience opportunities in other areas may be secured by the Recipient as deemed appropriate to suit participant's interests and goals.

Week 23 – 24



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Work Place Evaluations and End of Programme Assessment

The Recipient will develop a Work Place Evaluation Report to identify and grade the performance of participants, so feedback can be provided on both their strengths and weaknesses in respect to the skills they aimed to develop.

All participants will be reassessed at the end of the programme and the Personal Development Plan updated to map their skills development in relation to their Employment options and preferences.

Personal Development Plan Review and Wrap-up

The Recipient will support participants to update their Personal Development Plan, and will include in each plan intensive pastoral care arrangements as part of post programme support. Participants will also update their CV's, and receive support with employment applications and attendance at pre-arranged Job Interviews, as well as applications for tertiary training and/ or trade training courses

Week 25 onwards

Post Placement Support

The Recipient will provide intensive pastoral care for at least 5 months after the end of the training programme to monitor progress of each rangatahi on a weekly basis.

Ngā Ngaru Rautahi O Aotearoa Inc. alignment to Whanau Ora will ensure a multi-disciplinary, integrated approach to service delivery focused on whanau-directed outcomes to achieve whanau and community wellbeing.

Additional targeted training may be built in the programme according to each participant's development plan and interests, and will be facilitated by the applicant and Kiwi Rail Learning and Development Team.

The Project will be delivered from a new training hub in Benneydale at the Mangapeehi Railway Station complex established by Kiwi Rail. Those rangatahi that are interested will also be encouraged and supported into apprenticeships with Kiwi Rail.

Target group

The Project will target rangatahi NEETs between the ages of 18 and 25, who typically have little to no qualifications, with a particular focus on Māori rangatahi. The rangatahi will be mainly recruited from Benneydale, Waimiha, Ongarue and Te Kuiti areas.

Outcomes and Measures

Expected outcomes of the project which align with the HPR objectives:



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	Year 1	Year 2
Number of people enrolled in the project/activity annually:	30	30
Number of people to complete the training programme/course annually:	27	27
Number of people to transition into employment, further training (including industry training) or education annually:	27	27

As a result of the Project, it is also expected that over 24 months a minimum of 27 participants in total who complete the programme will have:

- Personal development plans; CV; developed interview and communication skills; developed emotional intelligence skills (e.g. self-management of stress and emotions); developed work-ready skills; undertaken medical checks and healthy lifestyle activities related to nutrition and recreation;
- Completed training on chemical handling and storage, grow safe (basic), quad bike and chainsaw;
- Completed work experience and undertaken a workplace evaluation; and
- Received post-programme pastoral care for at least 5 months, including weekly check-ins.

7 Project Deliverables and Instalments

The Recipient is to complete the following Project Deliverables for the Project to the satisfaction of the Ministry by the following dates:

Completion Date	Project Deliverable	Co-funding amount required before Ministry funding payable	Instalment payable on completion of Project Deliverable plus GST (if any)
Commencement Date	Funding Agreement executed by both parties and all Conditions Precedent have	N/A	up to \$133,172

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	<p>been satisfied or waived.</p> <p>The recipient notifies the Ministry that it has adopted a child protection policy as required under the Children's Act 2014.</p>		
June 1, 2021	<p>The Ministry is satisfied with the progress of the Project; the Recipient is meeting all of its obligations under this Agreement, including as follows:</p> <ul style="list-style-type: none">• The Ministry has received job descriptions for all funded roles, including the details of all appointed persons approved by the Ministry;• A Project Plan and Schedule has been finalised and submitted to the Ministry;• At least 15 participants of Cohort 1 have been identified and enrolled in the	N/A	up to \$116,592

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	<p>programme, and are receiving pastoral care as required to support them through training and into sustainable employment, further training and/or education; and</p> <ul style="list-style-type: none">• Reporting requirements outlined in section 12 (Reporting).		
September 1, 2021	<p>The Ministry is satisfied with the progress of the Project; the Recipient is meeting all of its obligations under this Agreement, including as follows:</p> <ul style="list-style-type: none">• Up to 15 participants of Cohort 1 have completed the training programme, and continue to receive pastoral care as required to support them into sustainable employment, further training	N/A	up to \$116,592



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	and/or education; and		
	<ul style="list-style-type: none">• Reporting requirements outlined in section 12 (Reporting).		
December 1, 2021	<p>The Ministry is satisfied with the progress of the Project; the Recipient is meeting all of its obligations under this Agreement, including as follows:</p> <ul style="list-style-type: none">• At least 15 participants of Cohort 2 have been identified and enrolled in the programme, and are receiving pastoral care as required to support them through training and into sustainable employment, further training and/or education; and• Reporting requirements outlined in section 12 (Reporting).	N/A	up to \$116,592



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Development and Community

March 1, 2022	<p>The Ministry is satisfied with the progress of the Project; the Recipient is meeting all of its obligations under this Agreement, including as follows:</p> <ul style="list-style-type: none">• A minimum of 27 participants in total have completed the training programme, and continue to receive pastoral care as required to support them into sustainable employment, further training and/or education;• A minimum of 27 participants in total have transitioned into employment, further training and/or education, and continue to receive pastoral care as required;• A Work Place Evaluation framework has been developed and	\$579,500 (incl. in-kind contribution)	up to \$120,737
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INTEGRATING

	<p>submitted to the Ministry;</p> <ul style="list-style-type: none">• A full review of Year 1 of the Project has been completed and has been submitted to the Ministry; and• Reporting requirements outlined in section 12 (Reporting).		
June 1, 2022	<p>The Ministry is satisfied with the progress of the Project; the Recipient is meeting all of its obligations under this Agreement, including as follows:</p> <ul style="list-style-type: none">• At least 15 participants of Cohort 3 have been identified and enrolled in the programme, and are receiving pastoral care as required to support them through training and into sustainable employment, further training	N/A	up to \$120,737



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	<p>and/or education; and</p> <ul style="list-style-type: none">• Reporting requirements outlined in section 12 (Reporting).		
September 1, 2022	<p>The Ministry is satisfied with the progress of the Project; the Recipient is meeting all of its obligations under this Agreement, including as follows:</p> <ul style="list-style-type: none">• At least 15 participants of Cohort 4 have been identified and enrolled in the programme, and are receiving pastoral care as required to support them through training and into sustainable employment, further training and/or education; and• Reporting requirements outlined in section 12 (Reporting).	N/A	up to \$120,737

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Release and Acknowledgment

March 1, 2023	<p>The Ministry is satisfied with the progress of the Project; the Recipient is meeting all of its obligations under this Agreement, including as follows:</p> <ul style="list-style-type: none">• A minimum of 54 participants in total have completed the training programme, and continue to receive pastoral care as required to support them into sustainable employment, further training and/or education;• A minimum of 54 participants in total have transitioned into employment, further training and/or education, and continue to receive pastoral care as required. <p>Final Report submitted to the Ministry.</p>	\$579,500 (incl. in-kind contribution)	up to \$120,737
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Project Information

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8 Key Personnel

Key Personnel	Respective Roles
Jean Nankivell	Project Manager

9 Approved Contractors

As approved in writing by the Ministry.

10 Funding

The total Funding available under this Agreement is up to NZ \$965,896 plus GST (if any). This is the Total Maximum Amount Payable.

The Funding will be paid in instalments on satisfactory completion of the relevant Project Deliverable; receipt of a Payment Request in accordance with clause 1 of Part 2 and the terms and conditions of this Agreement.

11 Co-Funding

The Recipient must have secured the following Co-Funding to be used for the Project, plus GST (if any):

Name	Amount
KiwiRail	\$1,159,000

12 Reporting

The Recipient will provide the Ministry with the following reports:

- Monthly data reports** due on the last working day of each month (or following a reasonable request by the Ministry);
- Quarterly reports** due on the dates defined in section 7 (Project Deliverables and Instalments) and a **final report** on completion of the Project (or following a reasonable request by the Ministry);
- A 6 monthly **case study** of a person/people who have been supported by the Project (or following a reasonable request by the Ministry); and
- A **Post Contract Outcomes Report** within 3 months of completion of the Project.

Each monthly report must include the following information:

- Achievements for the reporting period, including:
 - Enrolment and attendance details;
 - Attendee/participants demographics;
 - Progress status of enrolled participants;



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Version 1.0 (2014-2015)

- iv. Employment status of enrolled participants;
- v. A summary of the cross collaboration that has occurred to support delivery of the Project (not required in the final report on completion of the Project);
- (f) Any major risks and/or issues arising or expected to arise with the Project, costs or performance of this Agreement; and
- (g) Any other information that is notified by the Ministry in writing to the Recipient.

Each quarterly report and the final report must include the following information

- (h) A 'dashboard' summary (trend, risk, overall health) of key project information such as, budget, scope, resourcing, schedule and benefits;
- (i) Confirmation that the Recipient is meeting the requirements of the Children's Act 2014 and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015;
- (j) Confirmation that the Recipient is carrying out the necessary criminal history checks of staff;
- (k) Achievements for the reporting period, including:
 - i. Enrolment and attendance details;
 - ii. Attendee/participants demographics;
 - iii. Progress status of enrolled participants;
 - iv. A summary of the cross collaboration that has occurred to support delivery of the Project (not required in the final report on completion of the Project);
- (l) Plans for the next report period (not required in the final report following completion of the Project);
- (m) Expenditure to date, actual against budgeted (including any co-funding);
- (n) The deliverables and progress against these deliverables (see section 7 of this Agreement);
- (o) Any major risks and/or issues arising or expected to arise with the Project, costs or performance of this Agreement; and
- (p) Any other information that is notified by the Ministry in writing to the Recipient.

Each case study must include:

- (q) A description of the local context and needs;
- (r) A description of service delivery activities;
- (s) *Voices of the person/people as part of their movement along the Project; and*
- (t) Achievements and learning in terms of enabling participants to be supported, trained, upskilled, transition into employment or into a



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Ministry of Economic Development

pathway to sustainable employment.

The Post Contract Outcome report must include the following information:

- (u) An analysis of how the Funding has enabled the Recipient to achieve the Key Objectives of the Project;
- (v) How the Funding has accelerated community development through increasing the productivity potential of the community, specifically by supporting people to obtain transferrable skills, qualifications and their driver's licence; supporting people to transition into employment, further training and/or education opportunities; addressing the barriers that rangatahi face to engage in a pathway to employment; reducing the proportion of the local population who are not in employment, education or training; improving employability and upskilling local people; and strengthening, diversifying and growing the community;
- (w) The number of people who were supported, trained, upskilled and transitioned into employment, further training and/or education as a result of the Project;
- (x) How the Project has enhanced wellbeing within the community;
- (y) How the Project has increased social inclusion and participation;
- (z) How the Project has increased community resilience;
- (aa) How the project has ensured additionality by working with other agencies and service providers in the areas the Project was implemented into; and
- (bb) Any other information that is notified by the Ministry in writing to the Recipient.

13 Insurance Refer to Part 2, section 3.15

14 Special Terms **Performance Review**

1. The Ministry may review the Recipient's performance in respect of this Funding Agreement within any period from the Commencement Date.
2. If the Ministry determines that the performance of the Recipient (and/or Approved Contractors) under this Agreement is not satisfactory, either:
 - a. the Parties may agree to vary this Agreement, which will be recorded in accordance with Part 2; or
 - b. the Ministry may terminate this Agreement on 30 days' written notice.
3. Nothing in this clause prevents the Ministry from withholding funding under clause 1.4 of Part 2 if it is not satisfied with progress of the Project.

Commercial Governance Expertise

4. The Recipient at all times shall be able to demonstrate commercial

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Revised Document

governance expertise in all aspects of the Project.

5. If the Ministry at any time is not satisfied with the Recipient's commercial governance expertise then the Recipient (at its own cost) shall arrange as soon as possible for third parties (as approved by the Ministry) to assist the Recipient in obtaining such expertise.

Children's Act 2014

6. The Recipient confirms that it is aware of and will comply with its obligations under the Children's Act 2014 and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015.
7. If, under current law, the Recipient will be providing "Children's Services" under the Children's Act 2014, the Recipient must comply with the following:
 - a. The Recipient will maintain during the Term a child protection policy that accords with the requirements of section 19 of the Children's Act 2014 (Child Protection Policy);
 - b. If the Recipient does not have in place a Child Protection Policy at the Funding Start Date, it shall adopt one as soon as practicable, but in any event not later than three months after the Commencement Date;
 - c. The Recipient shall ensure its Child Protection Policy is reviewed on a regular basis so that at any time during the Term its Child Protection Policy has been reviewed within the last three years; and
 - d. All persons involved in the delivery or running of the services provided by the Recipient will be safety checked in accordance with Part 3 of the Children's Act 2014. Failure to comply will constitute a breach under 6.3(d)(i) of the Agreement.
 - e. The Recipient (after successful initial vetting) shall undertake ongoing police vetting reports on each employee at least every three years to ensure that they are able to continue to be involved in a position that requires the care and supervision of young people or young adults.

Criminal History Checks

8. The Recipient must undertake initial and ongoing (at least once every three years) criminal history checks to ensure that no instructor or staff member is employed if they have a criminal conviction that would be inappropriate for a person working in their current role.

Privacy of personal information

9. The Recipient will collect, use, store and disclose personal information related to this Agreement in accordance with:
 - a. the Privacy Act 1993;



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- b. any law that amends or overrides any of the Information Privacy Principles of the Privacy Act 1993 and that applies to the parties; and
- c. any Code of Practice or Approved Information Sharing Agreement (as defined in the Privacy Act 1993) that amends or overrides any of the Information Privacy Principles of the Privacy Act 1993 and that applies to the parties.

15 Contact Person

Ministry's Contact Person:

Name: Patricia Rubio

Email: patricia.rubio@mbie.govt.nz

Contract ID: R02.03114

Recipient's Contact Person:

Name: Jean Nankivell

Email: nanks27@hotmail.co.nz

16 Address for Notices

To the Ministry:

15 Stout Street,

PO Box 1473

Wellington 6140

Attention: Provincial Development Unit

Email: monitorpgf@mbie.govt.nz

To the Recipient:

Te Nehenehenui Māori Committee

C/- New Zealand Māori Council

PO BOX 5451, Victoria Street West.
Auckland 1142

Unit D, Level 4, 210 Khyber Pass
Road, Grafton, Auckland 1023, New
Zealand

Attention: Jean Nankivell

Email: nanks27@hotmail.co.nz



**PROVINCIAL
DEVELOPMENT
UNIT**

Te Kaitiaki Take Kōwhiri

SIGNATURES

SIGNED by the **SOVEREIGN IN
RIGHT OF NEW ZEALAND** acting by
and through the Chief Executive of
the Ministry of Business, Innovation
and Employment or his or her
authorised delegate:

Name: Nathan Grennell

Position: Director

Date: 17/3/2021

SIGNED for and on behalf of the
NEW ZEALAND MĀORI COUNCIL by
the person named below, being a
person duly authorised to enter into
obligations on behalf of the
Recipient:

Name: Mathe W. Tahaki

Position: Executive director

Date: 13. 03. 2021

Name: Diane Tuari

Position: Executive

Date: 03. 03. 2021.

*Each signatory warrants that the
persons signing on behalf of the
Recipient have the necessary
authority to execute this Agreement
on behalf of the Recipient.*

END OF PART 1



PART 2: GENERAL TERMS

1 FUNDING

- 1.1 The Ministry must pay the Funding (up to the "Total Maximum Amount Payable" specified in the Key Details) to the Recipient, subject to the terms of this Agreement. Unless stated otherwise in this Agreement, the Recipient may only claim the Funding to the extent necessary to cover Eligible Costs incurred by the Recipient. If the Recipient receives any Funding before it has incurred corresponding Eligible Costs, the Recipient must use the Funding solely on Eligible Costs.
- 1.2 On completion of a Project Deliverable the Recipient must submit a Payment Request to monitorpgf@mbie.govt.nz and copying in Ministry's Contact Person in accordance with item 7 (Project Deliverables and Instalments) of the Key Details.
- 1.3 Each Payment Request is to be signed by a Chief Executive (or person of equivalent authority) and an authorised signatory of the Recipient and must be in the form set out in the Schedule and include the confirmations set out therein, and must include:
 - (a) the amount of Funding requested, which must not exceed the Instalment set out in item 7 of the Key Details;
 - (b) a breakdown of total Eligible Costs incurred by the Recipient and confirmation that such costs are Eligible Costs for the purpose of this Agreement and have been paid or are currently due and payable (not required for any initial payment to be paid on the Commencement Date);
 - (c) copies of invoices received by the Recipient from third parties in relation to the Eligible Costs where those Eligible Costs are more than \$1,000 (on an individual basis or when grouped by supplier or subject matter) and statements and accounts showing the Eligible Costs incurred;
 - (d) a valid GST invoice complying with the Goods and Services Tax Act 1985;
 - (e) confirmation that no Termination Event is subsisting and that each of the warranties under clauses 3 and 7 of this Agreement are correct as at the date of the Payment Request; and
 - (f) contain any other information required by the Ministry.
- 1.4 The Ministry is not required to pay any Funding in respect of a Payment Request:
 - (a) where the Ministry is not satisfied with the progress of the Project;
 - (b) if any Project Deliverable(s) have not been completed by the relevant "Completion Date" specified in the Key Details;
 - (c) if the Ministry is not satisfied with the information that is contained within, or provided in connection with, the reports or the Payment Request noting that in the context of the Payment Request the Ministry may elect to pay the Recipient for



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certain Eligible Costs that are the subject of the Payment Request and withhold payment for other Eligible Costs that the Ministry disputes;

- (d) if the Ministry is not satisfied that the Recipient has applied Co-Funding in accordance with clause 2(a)(ii) of this Agreement;
- (e) if payment will result in the Funding exceeding the "Total Maximum Amount Payable";
- (f) while there are one or more Termination Event(s);
- (g) if this Agreement has expired or been terminated; and/or
- (h) while the Recipient is in breach of this Agreement.

1.5 Subject to the terms of this Agreement, the Ministry must pay each valid Payment Request by no later than the 20th day of the month after the month the Payment Request is dated, and if such day is not a Business Day, on the next Business Day.

2 CO-FUNDING

If specified at item 11 of the Key Details, the Recipient must:

- (a) ensure that during the term of this Agreement the Co-Funding:
 - (i) is and remains secured and available to the Recipient to be applied towards the Project on the same terms and conditions approved by the Ministry; and
 - (ii) is applied to Eligible Costs as set out in the Key Details; and
- (b) immediately notify the Ministry if it becomes aware of any circumstances that may result in the Co-Funding (or any part of the Co-Funding) not being secured and available to the Recipient to be applied towards the Project.

3 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

- 3.1 The Recipient must undertake the Project as described in this Agreement.
- 3.2 In undertaking the Project, the Recipient must comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

Project Deliverables, Key Personnel, Contractors and the Project

- 3.3 The Recipient must ensure that the Project Deliverables and the Project are carried out:
 - (a) promptly with due diligence, care and skill, and in a manner that meets or exceeds Best Industry Practice;
 - (b) by appropriately trained, qualified, experienced and supervised persons; and

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Ministry of Economic Development

- (c) in accordance with any directions of the Ministry, notified by the Ministry in writing from time to time.
- 3.4 The Recipient must ensure that the Project Deliverables are completed by the relevant "Completion Date" specified in the Key Details.
- 3.5 The Recipient must ensure that the Key Personnel undertake their respective roles in connection with the Project as specified in the Key Details, except as otherwise approved in writing by the Ministry. If any Key Personnel become unavailable to perform their role, the Recipient must promptly arrange replacement Key Personnel acceptable to the Ministry.
- 3.6 The Recipient may not contract the delivery of the Project or any of its obligations under this Agreement except where:
 - (a) it has the Ministry's prior written approval (which may be given on any conditions specified by the Ministry);
 - (b) the contractors are named as "Approved Contractors" in respect of particular roles in the Key Details; or
 - (c) the subcontract is for less than \$20,000.
- 3.7 The Recipient is responsible for the acts and omissions of any contractors.
- 3.8 The Recipient must ensure (and must procure that the head contractor when engaging with any other contractor ensures) that all agreements it enters into with contractors or any other party in connection with the Project are on an "arm's length" basis, provide value for money and do not give rise to any Conflict of Interest. The Recipient must provide the Ministry with reasonable evidence of compliance with this clause 3.8 in response to any request by the Ministry from time to time.

Information Undertakings

- 3.9 The Recipient must provide the Ministry with the reports (if any) specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 3.10 The Recipient must provide the Ministry with any other information about the Project requested by the Ministry within the timeframe set out in the request.
- 3.11 The Recipient must promptly notify the Ministry if:
 - (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest;
 - (b) the Recipient becomes aware of any matter that could reasonably be expected to have an adverse effect on the Project, or result in a Termination Event or a breach of any term of this Agreement by the Recipient.



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First of the Government

- 3.12 The Recipient must not at any time do anything that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of the Ministry. The Recipient must keep the Ministry informed of any matter known to the Recipient which could reasonably be expected to have such an effect.

Funding, records and auditors

- 3.13 The Recipient must receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.
- 3.14 The Recipient must keep full and accurate records (including accounting records) of the Project, and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit the Ministry (or any auditor nominated by the Ministry) to inspect all records relating to the Project and must allow the Ministry and/or the auditor access to the Recipient's premises, systems and personnel for the purposes of this inspection.

Insurance

- 3.15 The Recipient must effect and maintain insurance that is adequate to cover its obligations under this Agreement, plus any other insurance specified in the Key Details. The Recipient must, on request, provide the Ministry with evidence of its insurance cover required under this clause.

Health and Safety

- 3.16 Without limiting its other obligations under this Agreement, the Recipient must:
- (a) consult, cooperate and coordinate with the Ministry to the extent required by the Ministry to ensure that the Ministry and the Recipient will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement and the Project;
 - (b) perform its, and ensure that the contractors perform their, obligations under this Agreement and the Project (as applicable) in compliance with its and their obligations under the Health and Safety at Work Act 2015;
 - (c) comply with all directions of the Ministry relating to health, safety, and security; and
 - (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Ministry to the extent that it relates to, or affects, this Agreement or the Project.

4 PROJECT GOVERNANCE

- 4.1 If advised in writing by the Ministry the Recipient must:



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Ministry of Economic Development

- (a) provide reasonable notice to the Ministry of all Project management group meetings and Project governance group meetings; and
- (b) copies of all documents and notices to be tabled at the Project management group meetings and Project governance group meetings to the Ministry no later than a reasonable period prior to the meetings, and the minutes of those meetings within a reasonable period after each meeting

4.2 The Ministry may appoint observers who will be entitled to attend and speak at all Project management group meetings and Project governance group meetings (but will not be entitled to vote on any matter at those meetings).

5 INTELLECTUAL PROPERTY

5.1 The Ministry acknowledges that the Recipient and its licensors own all pre-existing intellectual property which they contribute to the Project, and all new intellectual property which they create in the course of the Project.

5.2 The Recipient grants an irrevocable, perpetual, royalty-free, sub-licensable licence to the Ministry to use all reports, documents, information and other materials created or provided by the Recipient to the Ministry under or in connection with the Project and this Agreement.

5.3 The Recipient warrants that it has obtained (or will obtain, prior to creation of each relevant work) all rights and permissions necessary to enable the grant and exercise of the licence in clause 5.2 without infringing the intellectual property rights of any third party.

6 TERM AND TERMINATION

6.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:

- (a) the date this Agreement has been signed by both parties and
- (b) the date on which the Ministry has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details, if any, have either been satisfied (in the opinion of the Ministry) or waived by the Ministry.

6.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement (the Term).

6.3 The Ministry can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time while:

- (a) the Ministry reasonably considers that the Recipient has become or is likely to become, insolvent or bankrupt;
- (b) the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets;



PROVINCIAL DEVELOPMENT UNIT

TERMINATION EVENTS

- (c) the Recipient has ceased to carry on its operations or business (or a material part of them) in New Zealand; or
- (d) any one or more of the follow events or circumstances remains unremedied:
 - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - (ii) the Recipient abandons the Project;
 - (iii) the Recipient has provided the Ministry with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - (iv) the Ministry reasonably considers that this Agreement or the Project has caused, or may cause, the Ministry and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
 - (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of the Ministry, has damaged or could damage the reputation, good standing or goodwill of the Ministry, or is involved in any material misrepresentation or any fraud;
 - (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to the Ministry's satisfaction; or
 - (vii) any change in law, regulations, government policy or other circumstances materially affects the Ministry's ability to perform its obligations under this Agreement.

6.4 However, where the Ministry considers that a Termination Event set out in clause 6.3(d) can be remedied, the Ministry must give notice to the Recipient requesting a remedy, and must not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by the Ministry.

6.5 The Ministry may recover Funding from the Recipient as follows:

- (a) **Misspent Funding.** At any time the Ministry may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.
- (b) **Uncommitted Funding.** On expiry or termination of this Agreement, the Ministry may recover any Funding paid to the Recipient, which the Recipient:
 - (i) has not spent or contractually committed to spend in accordance with this Agreement; or



PROVINCIAL DEVELOPMENT UNIT

Ministry of Education

- (ii) has spent or contractually committed to spend in accordance with this Agreement but which the Recipient can have refunded or released from that commitment, provided the Recipient must use all reasonable endeavours to obtain such refund or release.
 - (c) **Co-Funding not provided.** If Co-Funding is required as set out in the Key Details, on expiry or termination of this Agreement, if the Co-Funding has not been used for the Project, the Ministry may recover an amount that represents the same proportion of the Funding as the proportion of Co-Funding that has not been used is of the total Co-Funding.
 - (d) **Project abandoned.** If the Recipient has abandoned the Project or stated an intention to abandon the Project, and does not within 10 Business Days of being requested to do so by the Ministry demonstrate to the Ministry's satisfaction that the Recipient will proceed with the Project, the Ministry may recover an amount up to the total value of the Funding, provided the Ministry may not recover under this subclause if the Recipient satisfies the Ministry that it acted on reasonable grounds in deciding to abandon the Project.
 - (e) **Excess Funding.** On expiry or termination of this Agreement, where the total Funding paid under this Agreement and any other money received by the Recipient to carry out the Project exceeds the funding required to perform the Project, the Recipient must upon request refund to the Ministry the excess amount. The Recipient is not required to refund, under this clause 6.5(e), any amount that exceeds the total amount of Funding.
- 6.6 Clauses 1.4, 3.1, 3.13, 3.14, 5, 6, 7, 8, 9, 10, 11, 12 and 13 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

7 WARRANTIES

- 7.1 The Recipient warrants that, in the course of its activities in connection with the Project, it will not infringe any intellectual property or other rights of any third party.
- 7.2 The Recipient warrants that, as at the date of this Agreement:
- (a) It has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms;
 - (b) all information and representations disclosed or made to the Ministry by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive the Ministry as to any material matter;
 - (c) it has disclosed to the Ministry all matters known to the Recipient (relating to Project, the Recipient, its contractors or its personnel) that could reasonably be



PROVINCIAL DEVELOPMENT FUND

Memorandum of Understanding

expected to have an adverse effect on the reputation, good standing or goodwill of the Ministry; and

- (d) it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding.

7.3 The Recipient acknowledges that the Ministry has entered into this Agreement in reliance on these warranties.

7.4 The Recipient acknowledges and agrees that the Ministry has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Project other than the Funding.

8 LIABILITY

8.1 The maximum liability of the Ministry under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.

8.2 The Ministry is not liable for any claim under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

9 CONFIDENTIALITY

9.1 Subject to clause 9.2 and 9.3, each party must keep the other party's Confidential Information in confidence, and must use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:

- (a) either party from using or disclosing any information with the written prior consent of the other party;
- (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
- (c) either party from disclosing information to its personnel or contractors with a need to know, so long as the relevant personnel and contractors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they are informed of the confidential nature of the information and in the case of the Recipient, the Recipient receives an acknowledgement from its personnel or contractors that they acknowledge, and must comply with, the confidentiality obligations in this Agreement as if they were party to it;
- (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or



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New Zealand Government

- (e) the Ministry from using or disclosing to any party any documents, reports or information received in relation to this Agreement, provided that prior to any such disclosure the Ministry removes all information that is commercially sensitive to the Recipient from the relevant work.

9.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts the Ministry's ability to:

- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Project or this Agreement with any Minister of the Crown, any other government agency or any of their respective advisors;
- (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the Cabinet Manual including the "no surprises" principle; and
- (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its subcontractor's names, the amount and duration of the Funding and a brief description of the Project, on websites; in media releases; general announcements and annual reports.

9.3 The Recipient acknowledges that:

- (a) the contents of this Agreement; and
- (b) information provided to the Ministry,

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason, in terms of the Official Information Act 1982 to withhold it.

10 MEDIA AND COMMUNICATIONS

- 10.1 Before making any media statements or press releases (including social media posts) regarding this Agreement and/or the Ministry's involvement with the Project, the Recipient will consult with the Ministry, and will obtain the Ministry's prior approval to any such statements or releases.
- 10.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to the Ministry's Contact Person.
- 10.3 The Recipient will acknowledge the Ministry as a source of funding in all publications (including any digital presence) and publicity regarding the Project in accordance with the PGF Funding Acknowledgement Guidelines on the website: www.growregions.govt.nz. The Recipient must obtain the Ministry's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).

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10.4 If requested by the Ministry, the Recipient will establish or erect temporary and/or permanent signage (which may be in the form of a plaque) at the site of the Project acknowledging the Ministry as a source of funding for the Project. The Ministry may provide such signage and the Ministry will consult with the Recipient in respect of a suitable location for such signage.

10.5 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of the Ministry or any associated body, or to make any public statement or comment on behalf of the Ministry.

10.6 All correspondence with the Ministry under this clause 10 must be directed to the Ministry's Contact Person and copied to pducomms@mbie.govt.nz.

11 DISPUTES

11.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a Dispute), either party may give written notice to the other specifying the nature of the Dispute and requesting discussions under this clause 11. As soon as reasonably practicable following receipt of a Dispute Notice, the parties must meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.

11.2 A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a corresponding Dispute Notice, and that party has used reasonable endeavours to comply with this clause 11. However, nothing in this clause will prevent either party from seeking urgent interim relief from a court (or other tribunal) of competent jurisdiction.

12 CONTACT PERSONS

12.1 All matters or enquiries regarding this Agreement must be directed to each party's Contact Person (set out in the Key Details).

12.2 Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other Party.

13 GENERAL

13.1 Each notice or other communication given under this Agreement (each a notice) must be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and



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(c) **Email:** sent by email:

- (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
- (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 13.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by the Ministry to obtain the full benefit of this Agreement according to its true intent.
- 13.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 13.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 13.5 No amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 13.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with the Ministry's prior written approval.
- 13.7 The Ministry may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. The Ministry may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Project or this Agreement.
- 13.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 13.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 13.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 13.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to



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the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

13.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

13.13 This Agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

END OF PART 2

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



PART 3: DEFINITIONS AND CONSTRUCTION

Defined terms

In this Agreement, unless the context requires otherwise:

Agreement means this agreement including Parts 1, 2 and 3 and Schedule 1 (and any other annexures or attachments).

Approved Contractor means an "Approved Contractor" specified in the Key Details.

Best Industry Practice means that degree of skill, care and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of the Recipient or any contractors (as applicable) under the same or similar circumstances as those contemplated by this Agreement.

Business Day means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

Co-Funding means the "Co-Funding" (if any) or any part of the Co-Funding (as the context requires), described in the Key Details.

Commencement Date has the meaning given in clause 6.1 of Part 2.

Completion Date is the date that the relevant Project Deliverable is to be completed by the Recipient, described in the Key Details, and includes any amendment to the date which may be agreed in writing (including by email but only when the Ministry's Contact Person expressly confirms in writing that they have received approval of the change from the correct Ministry delegation holder) between the parties from time to time.

Confidential Information of a party (Owner), means any information in the possession or control of another party (Holder) that:

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above; but excludes any information which the Holder can show:
- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner's Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are Confidential Information of which each Party is both an Owner and a Holder.

Conflict of Interest means any matter, circumstance, interest or activity of the Recipient, its personnel or contractors, or any other person with whom the Recipient has a relationship that:



PROVINCIAL DEVELOPMENT UNIT

Part 1: Definitions

(a) conflicts with:

- (i) the obligations of the Recipient (or its personnel or contractors) to the Ministry under this Agreement; or
- (ii) the interests of the Recipient in relation to this Agreement and/or the procuring of the Project; or

(b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to diligently and independently carry out the Project in accordance with this Agreement.

Eligible Costs means the actual costs reasonably incurred by the Recipient:

- (a) on or after the Funding Start Date and no later than the End Date;
- (b) in good faith for the purpose of carrying out the Project or for purposes incidental to the Project, including all internal costs, disbursements and expenses incurred by the Recipient for such purposes (and to the extent the Recipient is carrying out any other activities) reasonably and proportionately allocated towards such purposes; and
- (c) to the extent that the expenditure relates to work performed by parties not at "arm's length", that expenditure is assessed at reasonable market value, and contains no unacceptable overhead and no element of "in group profit".

End Date means the "End Date" specified in the Key Details.

Funding means the funding or any part of the funding (as the context requires) payable by the Ministry to the Recipient in accordance

with the terms of this Agreement, as described in the Key Details.

Funding Start Date means the "Funding Start Date" specified in the Key Details.

Key Details means Part 1 of this Agreement.

Key Personnel means the "Key Personnel" specified in the Key Details.

Payment Request means a request submitted to the Ministry by the Recipient seeking payment of Funding substantially in the form set out in the Schedule to this Agreement.

Project means the "Project" described in the Key Details.

Project Deliverable means a deliverable to be provided by the Recipient to the Ministry, as set out in the Key Details.

Recipient means the Recipient specified in the Key Details.

Termination Event means any one or more of the events or circumstances set out in clause 6.3.

Construction

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

Currency: a reference to any monetary amount is to New Zealand currency;

Defined Terms: words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement;

Documents: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

Inclusions: a reference to "includes" is a reference to "includes without limitation",



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and "include", "included" and "including" have corresponding meanings;

Joint and Several Liability: any provision of this Agreement to be performed or observed by two or more persons binds those persons jointly and severally;

Parties: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Precedence: if there is any conflict between the different parts of this Agreement, then

unless specifically stated otherwise, Part 2 will prevail over the Key Details, and the Key Details will prevail over any Attachments;

Related Terms: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Statutes and Regulations: a 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;

Writing: a reference to "written" or "in writing" includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3



PROVINCIAL DEVELOPMENT UNIT

Official Information Act

SCHEDULE: PAYMENT REQUEST

To: MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

Dated: [*]

PAYMENT REQUEST NO. [•]

1. We refer to the Funding Agreement dated [*] between [*] as recipient (**Recipient**) and The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (**Ministry**) (the **Agreement**). Terms defined in the Agreement have the same meaning in this Payment Request.

2. This is a Payment Request for the purpose of clause 1.3 of the Agreement.

3. The Project Deliverables which are the subject of this Payment Request are

[insert description of Project Deliverables].

4. The amount of Funding requested is \$[•] plus GST if any.

5. The Funding requested in this Payment Request is required to meet the Eligible Costs.

6. Invoices/statements and accounts evidencing the Eligible Costs incurred are attached.

**Note that for any Eligible Costs that are more than \$1,000 (on an individual basis or when grouped by supplier or subject matter) a copy of the original invoices received from third parties in relation to the Eligible Costs must be provided.*

7. That each of the items referred to in paragraph 5 are Eligible Costs for the purpose of the Agreement have been paid or are currently due and payable.

8. [Co-Funding must be used to meet the following Eligible Costs that have been incurred by us:

[include breakdown description of Eligible Costs that Co-Funding must meet]

9. *[Include valid GST invoice if relevant].*

10. We confirm that:

(a) no Termination Event is subsisting; and

(b) each of the warranties set out in the Agreement are correct as at the date of this Payment Request.

Except to the extent otherwise agreed in writing by the Ministry, all those items forming part of the Eligible Costs identified in any previous Payment Request as due or becoming due and payable, have been paid in full.

By and on behalf of the Recipient by

New Zealand Māori Council

[Signature]



PROVINCIAL
DEVELOPMENT
UNIT

[Signature]

Position: Chief Executive (or person of equivalent authority)

Matthew Tuckak

Authorised Officer

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OFFICIAL INFORMATION ACT



**MINISTRY OF SOCIAL
DEVELOPMENT**
TE MANATŪ WHAKAHIATO ORA

Outcome Agreement Novation

Between

Ministry of Social Development

and

**Nga Ngaru Rautahi o Aotearoa National Māori Authority
Incorporated (New Provider)**

and

New Zealand Māori Council

Outcome Agreement Name	Whakatutuki Work Ready Programme
Outcome Agreement Number	R02.03114 // ETNO-21-02150
Commencement Date of Outcome Agreement	17 March 2021
Date Novation Effective from:	01 September 2021
Expiry Date	30 June 2023

Outcome Agreement Novation

Parties

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

and

Nga Ngaru Rautahi O Aotearoa National Māori Authority Incorporated (NZBN 9429042953173), duly incorporated under the Incorporated Societies Act 1908 (Registration Number 931388) having its registered office at 250 Pages Road, Aranui, Christchurch, 8011 (the New Provider).

and

New Zealand Māori Council (NZBN 9429048076524), having its registered office at 50b Kotare Street, Waikanae 5036 (the Current Provider).

1. Background

- 1.1 This Outcome Agreement Novation is supplemental to the Outcome Agreement dated 17 March 2021 between the Current Provider and the Purchasing Agency (Contract Number: R02.03114// ETNO-21-02150 for the provision of Services detailed therein (the Outcome Agreement).
- 1.2 The New Provider desires to take over the operations of the Current Provider from 1 September 2021.
- 1.3 The Current Provider desires to be released and discharged from the Contract as of 1 September 2021.
- 1.4 The Ministry has agreed to release and discharge the Current Provider upon the condition that the New Provider shall undertake to perform the Services under the Outcome Agreement and be bound by the terms in it, in place of the Current Provider.

2. The Parties Agree:

- 2.1 The New Provider undertakes to perform the Services under the Outcome Agreement and be bound by the terms therein in all respects as if the New Provider had been a party to the Outcome Agreement in place of the Current Provider.

- 2.2 The Ministry hereby agrees to release and discharge the Current Provider from further performance of the Outcome Agreement and all claims and demands whatsoever in respect thereof and to accept liability of the New Provider to perform the Services under the Outcome Agreement in lieu of the liability of the Current Provider and agrees to be bound by the terms of the Outcome Agreement in every way as if the New Provider had been named in the Outcome Agreement as a party therein in place of the Current Providers from 1 September 2021.

Signatures

Ministry of Social Development

Signed By Hugh Miller

Group General Manager
Employment

I have a delegation under Schedule 6 clause 2 of the Public Service Act 2020 to sign for the Ministry of Social Development.



08/09/2021

Signed

Date

Nga Ngaru Rautahi o Aotearoa – National Māori Authority Incorporated

Signed by Diane Tuari

Chief Executive

I have authority to sign for the New Provider



05/09/2021

Signed

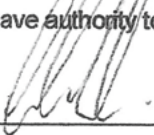
Date

New Zealand Māori Council

Signed by Matthew Tukaki

Executive Director

I have authority to sign for the Current Provider



05.09.2021.

Signed

Date

Project Overview

It is expected that this section won't change in subsequent quarterly reports.

Summary of local context and needs

Summary of local context and need which formed the basis of and drove the development of this initiative. Why was this programme needed in the community?

Te rohe o nga Tupuna Rereahu is situated between two prominent maunga Rangitoto ki Tuhua. Nga iwi o Rereahu continue to occupy these lands as Kaitiaki embracing the beautiful landscape with its crystal clear waterways. There are several Marae located within Te rohe o Rereahu:

1. Te Miringa Te Kakara is located on Te Hape farm Maniaiti (Benneydale) the last known whare wananga of Tainui.
2. Te Ihingarangi Marae southern end of the small settlement of Waimiha 36 km south of Te Kuiti.
3. Mangapehi Pa 30 km southwest of Te Kuiti. Ko Rereahu te Wharepuni.
4. Te Hape Marae situated between Nga Puke Tu Rua and Pa Raharaha Papakainga in Maniaiti (Benneydale).
5. Te Koura Putaroa Marae is located 17 km north of Taumarunui.
6. Hia Kaitupeka Marae is located 12 km northeast of Taumarunui.
7. Otewa Marae 10 km to the east of Otorohanga.
8. Te Ahoroa Marae is located 9 km east of Te Kuiti.

The rohe encompasses 78,000 hectares within Pureora Forest Park and Maniaiti (Benneydale) located 35km southeast of Te Kuiti, three hours' drive from Auckland or 414km north of Wellington. Sixty eight percent of the population in Maniaiti (Benneydale) live in Quintile 4 and 5 (Quintile 4 and 5 are associated with poor access to health, poverty, high crime rates, unemployment, one of the highest land rated areas in the Waitomo region and substandard housing). Maniaiti (Benneydale) has a Decile 1 Primary School and the local Te Kuiti High School is Decile 2 which has resulted in appalling statistics of over 45% of Māori in the Waitomo region having no formal qualifications. This figure would be higher for the local Maniaiti (Benneydale) community as Rangatahi have left school with few qualifications and often struggled to be functionally literate and numerate, and face a future of being marginally employed.

This project was needed as Rangatahi are the future Rangatira for Rereahu and there needs to be an investment/project that provides them with skills that will provide a sustainable future and optimism within a thriving community.

Project overview / description of service delivery

Summary of what the project involves and how it is delivered for rangatahi (and employers, if applicable).

The Whakatutuki Work Ready Programme (**WWR**) will assist rangatahi to gain the necessary skills and confidence to look for and prepare for work and gain sustainable employment. The programme will match rangatahi with real and enduring jobs which will help them reach their full potential.

The Programme is delivered in four stages:

1. In-house training that covers
 - ◆ Employer Requirements
 - ◆ Healthy Lifestyles
 - ◆ Curriculum Vitae
 - ◆ Personal Grooming
 - ◆ Risk Management and Hazard Identification
 - ◆ Leadership
 - ◆ Key Interview Skills and Techniques
 - ◆ Self-Management of Stress and Anxiety (Rejection) and Anger
 - ◆ Mindfulness
 - ◆ Team Building
 - ◆ Goal Setting
 - ◆ Holistic Capacity Assessment
 - ◆ Personal Action Plan

2. Licensing – Car
3. NZQA Training (Te Awa Nui A Rua Charitable Trust) for ATV, Outdoor First Aid, Quad Bike, R.T.W.
4. NZQA (Vertical Horizons) Chainsaw
5. Work Experience
6. Post Placement Support through Intensive pastoral care

Intended impact of the project in the community

What is the goal of the project? How does the project address the needs you identified, and positively impact the community?

1. The Project will encourage community participation and ownership- empowering local communities through cross-sector partnerships as well as providing full time employment for three hau kainga community members.
2. Developing rural services and a skilled local work force. If we have another pandemic it will reduce the risk of infection if the workforce is mainly local and ensure that local industries can operate.
3. Creation of sustainable local employment as Rangatahi have the skills to work with local farmers as well as Dept. of Conservation and Kiwi Rail.
4. Foster key relationships with other providers that will improve the health and well-being of the community and the Rangatahi.

Target group(s) for the project

What is the target group(s) of rangatahi (and employers, if applicable) that this project is in place to support? How are you connected with these rangatahi and/or how do they find out about and enrol in the project/programme?

Rangatahi Māori between the ages of 15 to 28 with no formal qualification and are not in employment, education or training. We have used our whanau networks to engage and enrol Rangatahi in the project. We have also established a Face Book Page and have contacted the local High School, Te Kuiti Community House, No. 12 Youth Group and Te Wananga O Aotearoa. Our Kaimahi visit the whanau and Rangatahi and complete an enrolment session and answer any queries that may arise.

Employer target group is; Forestry, Sealord Ltd, Dept. of Conservation, Meat works, Kiwi rail, Inframax, Downers, Local Farmers, Radio station Trunk FM and Contractors.