

## Initial information gathering – assurance activities underway

Please complete the table below to provide a summary of any investigations, review or other assurance activities underway, completed, or planned that relate to the matters under Inquiry (refer to Terms of Reference):

Activity (investigation, review, assurance activity...)	Scope/ToR for this activity (High level description)	Internal or external (if external name of provider)	Start date	End date (indicative)	Main contact person, and their email and phone number
Planned assurance activity	TOR still under consideration. Aim is to ensure that TPK's processes and systems relevant to this inquiry align with current system guidance.	External (Russell McVeagh)	TBC	TBC	Grace Smit Deputy Secretary Regional Partnerships and Operations s 9(2)(a) [REDACTED]

When returning this table, please include the following:

- Copies of Terms of Reference, scoping documents or similar for each activity
- Completion reports, interim findings or progress updates for each activity
- Contact details for third-party providers who are completing assurance activities

Proactively Released by Te Puni Kōhiri

## Inquiry into the protection of personal information – third party key contact details

Agency name: Te Puni Kōkiri

Third party provider	Nature of service provided (brief description)	Third party key contact (name, email and contact phone number)
<p>Te Pou Matakana Limited (trading as Whānau Ora Commissioning Agency)</p>	<p>Te Pou Matakana is the Commissioning Agency that provides supports and services to whānau across Te Ika-ā-Maui.</p> <p>Te Pou Matakana supports whānau through their three key commissioning workstreams:</p> <ul style="list-style-type: none"> <li>• <u>Whānau Direct</u> supports whānau to achieve immediate outcomes and reduce barriers by providing one-off funding (of up to \$1000) to help with their needs</li> <li>• <u>Kaiārahi</u> Navigation workstream, where Kaiārahi provide wraparound support and work alongside whānau to identify aspirations and develop plans</li> <li>• <u>Whiria Ngā Hua</u> agile funding mechanism to further devolve decision-making into the regions (this includes small targeted rangatahi and whānau programmes, to large scale community initiatives)</li> </ul>	<p>John Tamihere s 9(2)(a)</p>
<p>Te Whānau o Waipareira Trust</p>	<p>Te Whānau o Waipareira Trust is a Whānau Ora is a minority shareholder and provider for Te Pou Matakana commissioned to provide supports and services to whānau. Due to the nature of devolved commissioning, Te Puni Kōkiri does not hold a direct contractual relationship with Whānau Ora providers under Whānau Ora arrangements.</p>	<p>John Tamihere s 9(2)(a)</p>
<p>Manurewa Marae Trust Board</p>	<p>Manurewa Marae Trust Board is a Whānau Ora provider contracted by Te Pou Matakana, via the Tāmaki collective of providers (called Te Pae Herenga), to provide supports and services whānau. Due to the nature of devolved commissioning, Te Puni Kōkiri does not hold a direct contractual relationship with Whānau Ora providers under Whānau Ora arrangements.</p>	<p>Rangi McLean (Chair) s 9(2)(a)</p> <p>Generic line for the marae: 09 267 8768</p> <p>* note: these are the latest contact details provided by the Regional Office in Tāmaki Makaurau</p>

## A Inquiry into how government agencies protected personal information provided for the 2023 Census and COVID 19 vaccination purposes

Information request – 24 June 2024 – tracking table


[Te Puni Kōkiri] – [s 9(2)(a)]

Information requested by Inquiry Leads	Filename(s) of information / notes
<p>1. Please provide summaries of each of the contracts the agency had with the service provider/s pursuant to which information was provided by the agency to the service provider/s for the provision of services related to COVID 19 and/or Census gathering. Please include details of:</p>	<p>1. Outcome Agreement with Te Pou Matakana Ltd (trading as Whanau Ora Commissioning Agency) (“TPM”) 1 April 2014 – 30 June 2024:</p> <ul style="list-style-type: none"> <li>- In Budget 2020 TON received <b>out of scope</b> for COVID-19 for FY 2019/20, 2020/21 and 2021/22. This was linked to the Outcome Agreement of each agency through the Annual Investment Plan process. TPM produced a COVID-19 mini annual investment plan.</li> </ul> <p>2. Te Pou Matakana Variation COVID-19 Omicron Funding (8 March 2022 – 31 July 2022).</p> <p>3. Please note that information was not required to be provided By Te Puni Kōkiri to Te Pou Matakana under this contract or the variation.</p> <p>4. Please note that TPK has not had any contract with TPM for Census gathering.</p>
<p>1.1 The scope of the contract.</p>	<p>1. <u>Outcome Agreement with TPM</u></p> <ul style="list-style-type: none"> <li>a. Outcome Agreement is for General Commissioning and Other Activities. Whānau Ora Commissioning Outcome agreements establish an ongoing multi-year process of annual funding of the Commissioning Agency that is to: “build capability for whānau and families to identify and achieve their own stated needs and aspirations”. Commissioning activities for TPM include a mix of navigation and whanau planning, direct support to whanau and funding other service providers.</li> <li>b. The strategic directions, portfolio of activities, priority outcomes and performance measures and targets for each year are set out in an annual Investment Plan. The detailed investment and activity component of the annual investment plan is informed by the Minister of Whanau Ora providing Letter of Expectation which sets out the Minister’s strategic priorities and expectations for the upcoming financial year.</li> <li>c. As noted in para [1], the 2019/20-2021/22 Investment Plans provided for <b>s 9(2)(b)</b> in COVID specific funding (see Attachment 2) for four COVID-19 specific workstreams. These four workstreams were: <ul style="list-style-type: none"> <li>• Workstream 1: COVID-19 Response and Recovery.</li> <li>• Workstream 2: Whanau Resilience in the wake of COVID-19.</li> <li>• Workstream 3: Navigator Enhancement.</li> <li>• Workstream 4: TPK Strategy Development.</li> </ul> </li> </ul>

Information requested by Inquiry Leads	Filename(s) of information / notes
	<p>2. <u>TPM Variation COVID-19 Omicron Funding (8 March 2022)</u>            One-off Omicron-specific funding to enable TPM to:</p> <ul style="list-style-type: none"> <li>a) proactively engage with and provide assistance to vulnerable whānau and communities to be better prepared for when Omicron is in their community, including rangatahi, whānau without permanent housing, tāngata whaikaha, tāngata waiora, whānau hauā, whānau who are not well-connected to health services, tāngata waiora with mental health and addiction conditions, and whānau in rural and remote communities.</li> <li>b) provide support and assistance to those who are not eligible for CIC Response support, including close contacts who are required to self-isolate but who do not reside in the same household, and whānau and whānau members who self-isolate to better protect themselves and their wider whānau (such as kaumātua and tāngata whaikaha);</li> <li>c) provide immediate, flexible, holistic support where it is needed across the Relevant Area (described below), both before, during, and after Omicron has impacted whānau in that area; and</li> <li>d) work collaboratively (and co-ordinate) with the CIC Response being offered in the Relevant Area to ensure that vulnerable whānau or whānau members receive appropriate support and entitlements (in a way that minimises any duplication of effort or support, if relevant).</li> </ul>
<p>1.2. The type of personal information that was agreed to be provided to the service provider for the purposes of providing services in relation to COVID 19 and/or Census gathering.</p>	<p>No personal information was agreed to be provided to TPM under the Outcome Agreement or the Variation COVID-19 for the purposes of providing services in relation to COVID 19. Quantitative data received by TPK from TPM under periodic reporting requirements is aggregated and this data specifically relates to the services that TPM provides under the Outcome Agreement.</p>
<p>1.3. The purpose for providing that information.</p>	<p>Not applicable. TPK was not required to, and did not provide, any personal information to TPM under the Outcome Agreement for the purposes of providing services in relation to COVID 19 and/or Census gathering or for any other purpose.</p>
<p>1.4. The data management provisions.</p>	<p>The Outcome Agreement between TPK and TPM includes the obligation that TPM will collect, use, store and disclose personal information related to the Outcome Agreement and Services in accordance with the Privacy Act 1993, any laws amending or overriding that Act and any Code or practice or approved information sharing Agreement.</p>

Information requested by Inquiry Leads	Filename(s) of information / notes
	<p>Under clause 9 of the Outcome Agreement, both parties confirm that they have adequate security measures to safeguard the other Party's confidential information from unauthorised access by 3rd parties.</p> <p>There is no requirement under the provisions of the Outcome Agreement for TPM or TPK to provide the other with data that includes personal information. For reporting purposes, TPM is only required to provide aggregated quantitative data to TPK.</p>
<p>1.5. Quality assurance and auditing provisions.</p>	<p><u>Auditing provisions</u></p> <p>Clause 7.1 of the Outcome Agreements states that the Purchasing Agency (TPK) is not currently required or authorised by Law to conduct any particular audits or reviews of the Provider (TPM). If any time during the term of the Outcome Agreement, TPK is required or authorised by Law to conduct audits or reviews of the Provider, TPK will advise TPM the Provider of that change and, at that time, TPK and TPM will include an Appendix 4 to the Outcome Agreement which will set out each such audit and/or review and the times on or around they will be conducted (Clause 7.1.). TPK and TPM have never used Appendix 4 so auditing currently does not take place. This is reflective of the 'high trust' nature of the Outcome Agreement.</p> <p>TPK has not been required to conduct audits during the term of the Outcome Agreement</p> <p><u>Assurance provisions</u></p> <p><u>Appendix 2 – Monitoring by TPK</u></p> <ul style="list-style-type: none"> <li>- Annual review of investment plan</li> <li>- Quarterly reporting</li> <li>- Annual reporting including review of audited financial statements</li> <li>- Annual review of conflict of interest registers and any conflict of interest management plans</li> <li>- Quarterly management meetings between WOCA's executive and TPK</li> </ul> <p><u>Accreditation and Accreditation Reviews</u></p> <p>Appendix 11 Clause 11.1 of the Outcome Agreement states that WOCA is not currently subject to Accreditation.</p>
<p>1.6. Management of conflicts of interest.</p>	<p>The Outcome Agreement contains the following provisions relating to the management of conflicts of interest:</p> <p>a. TPM must ensure that it maintains regularly updated conflicts register (Appendix 11 Clause 4.4)</p>

Information requested by Inquiry Leads	Filename(s) of information / notes
	<ul style="list-style-type: none"> <li>b. TPK will review TPMs conflict of interest registers and any conflict of interest management plans in an annual cycle to coincide with reporting against the investment plan (Appendix 2)</li> <li>c. TPM will provide TPK upon reasonable requests details or other evidence and supporting materials about its operating policies and practices for conflicts of interests.</li> <li>d. TPM's Conflict of Interest policies and practices are to cover the identification and management of conflicts of interest in relation to the assessment and selection of Recipients and programmes or initiatives to be commissioned by TPM. (Appendix 11 Clause 4.4).</li> <li>e. 'Conflict of Interest' has the meaning given to it in Schedule One of the Framework Terms and Conditions (2<sup>nd</sup> ed.)</li> </ul>
<p>1.7. Clauses relating to breach of the agreement.</p>	<p><u>Appendix 11 Clause 11.2 (Standard Framework Conditions 2<sup>nd</sup> ed.)</u></p> <ul style="list-style-type: none"> <li>A) Unless specified otherwise in the Outcome Agreement, the Purchasing Agency (TPK) or the Provider (TPM) may terminate the Outcome Agreement immediately by notice to the other party: <ul style="list-style-type: none"> <li>i. If subject to clauses 11.2(b) and (c), the other party commits a breach of the Outcome Agreement and such breach is not remedied within 14 days (or a long period agreed by the parties in writing); or</li> <li>ii. the other party ceases or threatens to cease to carry on most or all of its business operations, becomes insolvent or suffers any analogous event.</li> </ul> </li> <li>B) Instead of exercising its rights under clause 11.2(a), the non-breaching party may request that the breaching party implement a remedy plan. However, if a Remedy Plan is not agreed by the parties by a date specified by the non-breaching party (acting reasonably), the non-breaching party may exercise its right to terminate within 14 days or the agreed period in writing.</li> <li>C) If the Provider (TPK) and the Purchasing Agency (TPM) enter a Remedy Plan: <ul style="list-style-type: none"> <li>i. the breaching party will perform the tasks specified for it in the Remedy Plan;</li> <li>ii. the non-breaching party will not exercise its rights under clause 11.2(a)(i) for the breach that is subject to the Remedy Plan; and</li> <li>iii. if the breaching party fails to remedy the breach in accordance with the Remedy Plan, the non-breaching party may terminate the Outcome Agreement immediately by another to the other party without having to enter a new remedy plan.</li> </ul> </li> </ul>

Information requested by Inquiry Leads	Filename(s) of information / notes
<p>2. Please provide copies of each contract.</p>	<p>Attachment 1 Te Pou Matakana Outc</p> <p><i>Attachment 1 Te Pou Matakana Outcome Agreement and Deed of Extension 2020</i></p> <p>s 9(2)(b)(ii), out of scope</p>  <p>Attachment 4 Te Pou Matakana Vari:</p> <p><i>Attachment 4: Te Pou Matakana Variation COVID-19 Omicron Funding</i></p>
<p>3. If different from above, please also provide summaries of each of the agency's Information Sharing Agreements with the relevant service providers.</p>	<p>Te Puni Kōkiri does not have any Information Sharing Agreements with any of the relevant service providers.</p>
<p>4. Please provide copies of the Information Sharing Agreements, if any.</p>	<p>Not applicable.</p>
<p><b>Data management and safeguards</b></p>	
<p>5. Please provide details, if any, of pre-contractual inquiries from the agency and/or assurances provided by the service provider in relation to collection, storage and sharing of data provided pursuant to each contract.</p>	<p>The Outcome Agreement between TPK and Te Pou Matakana (TPM), trading as the Whānau Ora Commissioning Agency, includes the obligation that TPM will collect, use, store and disclose personal information related to the Outcome Agreement and Services in accordance with the Privacy Act 1993, any laws amending or overriding that Act and any Code or practice or approved information sharing Agreement.</p>

Information requested by Inquiry Leads	Filename(s) of information / notes
	Under clause 9 of the Outcome Agreement, both parties confirm that they have adequate security measures to safeguard the other Party's confidential information from unauthorised access by 3rd parties.
6. Please provide a summary of the systems the agency had in place to protect the data the agency provided to the service provider, including for:	Quantitative data received by TPK from TPM under periodic reporting requirements is aggregated.
6.2. Storage,	Periodic Reporting received from TPM is stored in TPK's electronic file management system (Content Server)
6.3. Sharing of data.	Not applicable.
7. Please provide a summary of the data management systems the agency expected from the service provider.	Expectations in this regard relate to the obligations expressed above in the Outcome Agreement and aggregate data sets agreed to in annual performance measures which are negotiated as part of the annual investment planning between TPK and TPM. TPK expects TPM to have secure data management systems in place that ensure TPM meet its legal obligations under the Privacy Act 2020. The responsibility for this rests with TPM and TPK does not audit TPM's data management systems.
8. Please provide a summary of the advice, if any, the agency had sought and received about those processes and their efficacy (for example, advice about data management arrangements and safeguards with the service providers).	TPK has not sought or received advice from TPM re: the efficacy of their data management processes. TPK expects TPM to have secure data management systems in place that ensure TPM meet its legal obligations under the Privacy Act 2020. The responsibility for this rests with TPM. Due to the nature of devolved commissioning, TPK holds a contract with TPM only. TPK are not a party to the contractual arrangements between TPM and their network of over 100 providers.
9. Please provide a summary of any quality assurance tests, checks or audits that were undertaken in relation to the data shared by the agency and/or held by the service provider pursuant to the relevant contracts.	TPK did not share any information with TPM and the information provided to TPK by TPM is aggregated information only. TPK did not audit, check or test TPM's data management systems. TPK expects TPM to have secure data management systems in place that ensure TPM meet its legal obligations under the Privacy Act 2020. TPK's analysis and verification of periodic reporting includes a robust clarification process with TPM of aggregate information and includes reporting on measures which are publicly available via TPK's annual report.
<b>Oversight of contract</b>	
10. Please provide details of the key persons involved in the management and oversight of the contract/s from:	Oversight and management of the Outcome Agreement and any variations over the COVID-19 period FY 2019/2020- FY 2021/2022.
10.2. The agency.	<p><b>Te Puni Kōkiri: Currently</b> -Manager Whānau Ora Operations (s 9(2)(a)) and workstream leads &amp; Acting Director Whānau Ora Operations (s 9(2)(a)).</p> <p><b>Previously:</b> various personnel in those roles.</p> <p>With title changes to Manager Service Delivery, Whānau Ora (s 9(2)(a)) and Director Investments (s 9(2)(a)) under TPK's new structure from 8 July 2024.</p>



Information requested by Inquiry Leads	Filename(s) of information / notes
10.3. The service provider.	Te Pou Matakana s 9(2)(a), Director, s 9(2)(a) – Chief Data & Digital Officer. s 9(2)(a), Chief Operating Officer Te Pou Matakana.
10.4. Any other relevant entity or government agency.	Not applicable.
11. Please provide details, if any, of auditing undertaken by the agency in relation to the data management and protection practices of the service provider.	<p>No auditing was undertaken under the contract period noted COVID-19 period FY 2019/2020- FY 2021/2022.</p> <p>In previous years, there was auditing by TPK in a controlled environment on each Commissioning Agencies premises to review approximately 2- 5% of files of each agency to verify information associated with incentive payments. Incentive payments ceased a number of years ago. TPK officials were permitted to attend TPM offices to view files in a room. No files were permitted to be removed from the TPM office.</p>
12. Other than audit, please provide details of any other practical oversight the agency has in place in relation to the service provider's data management and protection.	<p>No other oversight in place over and above the Outcome Agreement obligations, the Annual Investment plan process and the periodic reporting process i.e.:</p> <ul style="list-style-type: none"> <li>- Annual review of investment plan</li> <li>- Quarterly reporting</li> <li>- Annual reporting including review of audited financial statements</li> <li>- Annual review of conflict of interest registers and any conflict of interest management plans</li> <li>- Quarterly management meetings between WOCA's executive and TPK</li> </ul>
<b>Information shared</b>	
13. Please provide a summary of the relevant personal information that was shared by the agency with the service provider.	No personal information was shared with TPM. Pursuant to the Outcome Agreement and any subsequent contract variations with the Commissioning Agency, only aggregate data is received in periodic reporting to Te Puni Kōkiri.
14. Please provide a summary of how that information was shared.	Not applicable.
15. Please confirm if any information was shared in a way that deviated from the agreed upon method set out in questions 3 and 4 above. If the answer to this is yes, please provide:	Not applicable.
15.2. A summary of the deviation,	Not applicable.
15.3. What, if anything, was done to ameliorate the deviation and prevent it from occurring again	Not applicable.
<b>Concerns about data management</b>	
16. Please provide a summary of any concerns and/or complaints that have been raised by the agency or to the agency in relation to data management of personal information by the service providers.	Nil. TPK does not receive personal information/data as a component of our reporting with Te Pou Matakana.

Information requested by Inquiry Leads	Filename(s) of information / notes
	In the time provided we have canvassed our Ministerials team, Whanau Ora team and Tamaki Makaurau Regional Office and they have confirmed that no concerns or complaints have been raised with TPK in relation to the data management of personal information by TPM.
17. In relation to each concern/complaint, please provide details of:	
17.2. When that concern/complaint was received.	Not applicable.
17.3. By whom that concern/complaint was provided.	Not applicable.
17.4. Who in the agency received it.	Not applicable.
17.5. What processes that person followed.	Not applicable.
17.6. What changes, if any, were made in relation to the provision of information to the service provider following receipt of the concern/complaint.	Not Applicable
18. Please provide a summary of any concerns and /or complaints that have been raised by the agency or to the agency in relation to data management of personal information by other service providers.	Not applicable
18.2. In relation to each concern/complaint, please provide details of:	Not applicable.
18.3. When that concern/complaint was received.	Not applicable.
18.4. By whom that concern/complaint was provided.	Not applicable.
18.5. Who in the agency received it.	Not applicable.
18.6. What processes that person followed.	Not applicable.
18.7. What changes, if any, were made in relation to the provision of information to the other service provider following receipt of the concern/complaint.	Not applicable.
<b>Conflicts of interest</b>	
19. Please summarise the agency's conflicts of interest policy, as it relates to staff and third-party contractors.	<p><b>Employees</b></p> <p>All employees are required to complete Notification of Interest forms when they start at TPK and to keep these forms updated should their position change.</p> <p>Employees must:</p> <ol style="list-style-type: none"> <li>a. avoid situations which might compromise their integrity or otherwise lead to actual, perceived or potential conflicts of interest</li> <li>b. avoid any financial or other interest or undertaking that could directly or indirectly compromise the performance of their duties</li> <li>c. complete a formal declaration setting out: <ul style="list-style-type: none"> <li>• Any actual, perceived or potential private interests, and the nature of that interest, which might interfere with the full, effective and impartial discharge of their official duties; and</li> </ul> </li> </ol>

Information requested by Inquiry Leads	Filename(s) of information / notes
	<ul style="list-style-type: none"> <li>the manner in which any such declared interest may relate to their role within Te Puni Kōkiri.</li> </ul> <p>At any time a Conflict of Interest arise employees should immediately inform their Manager of the full nature of the Conflict. The Manager and the employee must then ensure that COI is included in the Notification of Interest form and steps must be put in place to manage the conflict of interest that has been notified. These steps must be documented and retained on the staff member's personnel file.</p> <p><b>Contractors and consultants</b></p> <p>All contractors and consultants are required to:</p> <ol style="list-style-type: none"> <li>confirm that they have no actual, perceived or potential conflict of interest which will or may affect their performance of the services required under their contract.</li> <li>notify Te Puni Kōkiri immediately if they become aware of anything that might give rise to an actual, perceived or potential conflict of interest between their obligations to Te Puni Kōkiri and any other interests or responsibilities they may have.</li> </ol> <p>Managers must ensure that proper steps are taken to manage the conflict and minimise any risk to Te Puni Kōkiri. This must be documented and retained with the contract documentation.</p> <p><b>Manager's responsibilities</b></p> <p>Managers are responsible for ensuring all contractors, consultants and suppliers are aware of their obligations to advise TPK of any actual, perceived or potential conflict of interest and for managing any conflicts of interest. They are to consult with either the Manager, Human Resources &amp; Capability or the Manager, Risk &amp; Assurance when they are unable to ascertain the level of individual responsibility for non-compliance with this Policy.</p> <p>Attachment 5 TPK Managing Conflicts</p> <p><i>Attachment 5: TPK Managing Conflicts of Interest Policy</i></p> <p>Attachment 6 TPK Notification of Inter</p> <p><i>Attachment 5: TPK Notification of Interest form</i></p>

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<p>20. Please provide details of the arrangements that the agency had in place for the identification and management of any conflicts of interest of the service provider (actual, potential or perceived).</p>	<p>The management of conflicts of interest by TPM is governed by the provisions of their Outcome Agreement:</p> <ol style="list-style-type: none"> <li>a. TPM must ensure that it maintains regularly updated conflicts register (Appendix 11 Clause 4.4)</li> <li>b. TPK will review TPMs conflict of interest registers and any conflict of interest management plans in an annual cycle to coincide with reporting against the investment plan (Appendix 2)</li> <li>c. TPM will provide TPK upon reasonable requests details or other evidence and supporting materials about its operating policies and practices for conflicts of interests.</li> <li>d. TPM's Conflict of Interest policies and practices are to cover the identification and management of conflicts of interest in relation to the assessment and selection of Recipients and programmes or initiatives to be commissioned by TPM. (Appendix 11 Clause 4.4).</li> </ol> <p>'Conflict of Interest' has the meaning given to it in Schedule One of the Framework Terms and Conditions (2<sup>nd</sup> ed.)</p> <p>In practice, Conflicts of Interest that arise for TPM fall under the category of operational risks. If conflicts arise, TPM can categorise the impact of the risks of those conflicts as high and the likelihood as low. Mitigation is specified as: -</p> <ul style="list-style-type: none"> <li>• Raise any potential or perceived conflicts of interest that may arise during the course of business (governance and operational).</li> <li>• Ensure conflicts are declared and raised with the appropriate person (CEO or Chair).</li> <li>• Ensure all risks documented, reported, managed and mitigation strategies are in place.</li> </ul> <p>TPM's conflict of interest register is reviewed and updated regularly. Under Appendix 2 of the Outcome Agreement TPM is to provide the COI register to TPK on an annual basis.</p> <p>Appendix 11 clause 6.1(c) requires TPM to notify TPK as soon as possible of any issues that may arise that may affect the performance of the obligations of the Outcome Agreement.</p>
<p>21. Please provide details of the person responsible for management of any notified conflicts and/or interests that may lead to a conflict of interest. Please provide a list of conflicts and interests received by the agency from the service provider.</p>	<p>For TPM the responsibility for managing the risk register, which includes COIs is the Chief Financial Officer. TPM's internal triage system for the elevation of risks</p>

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	<p>including COIs is to the Audit and Risk Committee with exceptional risks being dealt with by the full TPM Board.</p> <p>Te Puni Kōkiri has not asked to view Te Pou Matakana’s internal COI register and therefore is not in a position to comply with the list component of this section. We can obtain a copy of TPM’s COI register if required for the inquiry.</p> <p>If COI concerns were raised with TPK, then the person responsible for management would be s 9(2)(a), Manager, Whanau Ora.</p>
<p><b>Required legislative controls</b></p>	
<p>22. To the extent relevant, please provide summaries of the controls the agency has in place for:</p>	
<p>22.2. Privacy principles as set out in the Privacy Act 2020.</p>	<ol style="list-style-type: none"> <li>1. TPK has a Personal Information Policy which requires effective processes for all personal information held by TPK. The Policy sets out the IPPs, the role of the TPK’s Chief Privacy Officer, key rules for the creation, classification, use and disposal of personal information. TPK’s Personal Information Process sets out clear processes for dealing with personal information.</li> <li>2. The Policy requires a Privacy Impact Assessment (PIA) to be done whenever new initiatives are proposed involving the collection and handling of personal information. Each PIA must be endorsed by a Legal Services solicitor and approved by the Chief Privacy Officer before TPK may collect personal information.</li> <li>3. TPK Legal Services holds workshops with business teams to train staff in privacy matters.</li> <li>4. TPK completes an annual privacy self-assessment on its privacy maturity and reports its assessment to the Government’s Chief Privacy Officer.</li> <li>5. TPK also requires all kaimahi to complete a Privacy 101 module as part of their induction and staff completion of this module is monitored by the People &amp; Capability directorate.</li> </ol> <p>Attachment 7 TPK Personal Informatio</p>

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	<p>Attachment 6: TPK Personal Information Policy</p> <p>Attachment 8 TPK Personal Information</p> <p>Attachment 7:TPK Personal Information Processes</p>
22.3. The Health Information Privacy Code 2020.	Not applicable – TPK is not subject to the Health Information Privacy Code because it is not a health sector agency and TPK does not collect health information or personal information for health-related purposes.
22.4. Health Information Governance Guidelines.	Not applicable - TPK is not subject to the Health Information Governance Guidelines because it is not a health sector agency and TPK does not collect health information or personal information for health-related purposes
22.5. Health Act 1956.	Not applicable - TPK is not subject to the provisions of the Health Act 1956 because it is not a health sector agency and TPK does not collect health information or personal information for health-related purposes
22.6. Data and Statistics Act 2022.	<p>There is no requirement for our Ministry to have legislative controls (i.e. pertaining to the Data &amp; Statistics) in place as TPK does not get access to personal information from either collection.</p> <p>In terms of the Data and Statistics Act 2022 the one general control (to any statistical activity) referred to in Act is the 'certificate of confidentiality' which is a requirement for all Stats employees and anyone who is given authority to access Stats NZ data (primarily for research purposes) - provisions are set out in the act giving the govt statistician the authority to give access as well as penalties for any breach (see Part 5, subpart 1 - which refers to access, and subpart two, clause 78 which refers to breach of certificate of confidentiality and penalties if convicted).</p> <p>While some Te Puni Kōkiri employees may have these certificates Te Puni Kōkiri is not aware of anyone whose certificate was for the enumeration of the 2023 Census.</p>
22.7. The terms of any applicable agency data sharing contracts and/or Approved Information Sharing Agreements.	Not applicable – TPK is not party to any agency data sharing contracts and/or Approved Information Sharing Agreements
22.8. The Protected Disclosures (Protection of Whistleblowers) Act 2022.	TPK has a Protected Disclosures Policy & Procedure that sets out TPK’s internal procedures for receiving and handling protected disclosures as required by the Protected Disclosures (Protection of Whistleblowers) Act 2022. It also provides guidance for employees on how to make a protected disclosure and how TPK will

Information requested by Inquiry Leads	Filename(s) of information / notes
	<p>facilitate the disclosure and proceed with a timely investigation of matters of serious wrongdoing.</p> <p>Version 1.0 was in effect from 19 February 2022 – 21 February 2024. It was superseded by the latest Version 1.1 on 22 February 2024. Both versions are attached below.</p> <p>Attachment 9 TPK Protected Disclosure <i>Attachment 9: TPK Protected Disclosures Policy &amp; Procedure V1.0 (In force from 19 February 2019 – 21 February 2024)</i></p> <p>Attachment 10 TPK Protected Disclosure <i>Attachment 10: TPK Protected Disclosures Policy &amp; Procedure V1.1 (In force from 22 February 2024 - present)</i></p>
<p>22.9. The Ombudsman’s Protected disclosures – guidance on internal policies and procedures.</p>	<p>Guidance on Ombudsman’s Protected disclosures is incorporated in our Protected Disclosures Policy:</p> <ul style="list-style-type: none"> <li>• Paras 4.1, 5.4 and 14.3 explain that employees may seek guidance and information from ombudsman per s 30 of the Act.</li> <li>• Paras 7.4 and 7.5 note that employees are entitled to make protected disclosures to the Ombudsman at any time as an officer of Parliament.</li> <li>• Para 7.9 explains the Ombudsman’s power to take over TPK’s investigation with the consent of the disclosing employee</li> <li>• Para 7.10 explains the Ombudsman’s power to escalate a protected disclosure to a Minister with the consent of the disclosing employee or if they believe that TPK has not followed the right procedure or addressed the wrongdoing.</li> <li>• Para 14.3 further notes that TPK’s Disclosure Officer will assist on request with contacting the Ombudsman</li> <li>• The latest Version 1.1 adds a link to the Ombudsman guidance</li> </ul>
<p>22.10. The Public Service Commission’s Speaking Up Model Standards, and any subject agency specific speak up policies.</p>	<p>For reporting ‘serious wrongdoing’ under the Protected Disclosures (Protection of Whistleblowers) Act 2022, TPK has the Protected Disclosures Policy &amp; Procedure described above at para 22.8.</p>

Information requested by Inquiry Leads	Filename(s) of information / notes
	<p>For the 'informal', 'through the line' and 'directly to the Chief Executive' channels as defined on page 6 of the Speaking Up Model Standards, there is no general organisational policy or control. However, there are reporting controls in place under specific TPK policies. For example, the Bullying and Harassment Policy creates informal and formal reporting channels that enable a person to raise issues with the Manager, the Union or People &amp; Capability (per para 16 of Bullying and Harassment Policy). Likewise, the Code of Conduct policy creates multiple reporting channels for reporting breaches of the Code such as manager, the manager's manager or People &amp; Capability (para 74 of the Code of Conduct Policy).</p> <p>Support is available to all kaimahi through EAP Services (Habit Health) and the PSA.</p>
<p>22.11. The Public Service Commission's Conflict of Interest Model Standards, and any subject agency specific conflict of interest policies.</p>	<p>The key control is TPK's Conflict of Interests Policy which is summarised above at para [19]. Managers are required to be familiar with and have access to Understanding the code of conduct – Guidance for State servants published by Public Service Commission.</p> <p>In addition to this, Te Puni Kokiri's Code of Conduct also has a "Conflict of Interest and Compromise of Integrity" provision. These obligations are to be read alongside TPK's Conflict of Interest policy. The Code of Conduct and the Standards of Integrity and Conduct issued by the Public Service Commissioner set out the standards of behaviour and conduct that are expected of all Te Puni Kokiri employees.</p> <p>For procurement matters, Te Puni Kokiri also uses a Conflict of Interest and Confidentiality form. Anyone involved in a procurement activity must complete this agreement before developing tender documents, joining an evaluation panel or making a decision.</p> <p>All kaimahi must complete a Public Service induction module on the Punaha Ako Staff Training system as part of their induction, which covers conflict of interest matters. Kaimahi completion of this module is monitored by the People &amp; Capability directorate.</p> <p>Lastly, the TPK Intranet contains a link to the Public Service Commission's Conflict of Interest Model Standards is al</p> <p>Confidentiality and Declaration of Interest form for tenders</p>



Information requested by Inquiry Leads	Filename(s) of information / notes
	<p>Attachment 11 TPK Code of Conduct.pd <i>Attachment 11: TPK Code of Conduct</i></p> <p>Attachment 12 TPK Procurement Confide <i>Attachment 12: TPK Procurement Confidentiality and Conflict of Interest Form</i></p>
<p>22.12. The Government Model Contract Templates, issued by Government Procurement New Zealand.</p>	<p>TPK has a Procurement Team that is tasked with ensuring that our procurement practices meets the required public sector standards and rules. For any Te Puni Kōkiri departmental contracts the preference is for Government Model Contracts (GMC) and Consultancy Service Orders (CSOs) for government preferred providers. These include specific clauses around confidential and personal information (within Schedule 2). Per page 6 of Te Puni Kōkiri's Procurement Policy any contract template provided by a supplier or any proposed changes to schedule 2 of a GMC or CSO contract require a review and clearance from the Te Puni Kōkiri legal team before being used.</p> <p>Attachment 13 TPK Procurement Policy.p <i>Attachment 13: TPK Procurement Policy</i></p>
<p><b>The agency's own investigations</b></p>	
<p>23. To the extent the information is not provided in answer to one of the questions set out above, please provide all material gathered by the agency as part of its own investigations and other internal assurance activities it has underway in relation to this matter.</p>	<p>Not applicable – the same information will be provided should we conduct our own investigation or other internal assurance activity.</p>

# Kaupapa Whakahaere

## Tautohe Whaiwāhitanga

### Managing Conflicts of Interest Policy



Te Puni Kōkiri  
MINISTRY OF MĀORI DEVELOPMENT

## Why we have this policy | Ko Te Pūtake o tēnei Kaupapa Here

The impartiality and integrity of state servants is central to the maintenance of public and Governmental confidence in the State Services. State servants' behaviour must at all times be seen to be fair, impartial, responsible and trustworthy. No individual or organisation with which an employee is involved may therefore be given preferential treatment (whether by access to goods and services or access to inside information) over any other individual or organisation.

All Te Puni Kōkiri employees, contractors and consultants have a number of professional and personal interests and roles. Occasionally, some of those interests or roles overlap. Te Puni Kōkiri recognises that Conflicts of interest may arise from time to time and cannot always be avoided, However they need not cause problems when these conflicts are promptly disclosed and well managed.

The objectives of this Policy are to maintain the highest standards of ethical behaviour by ensuring that:

- All employees, contractors, and consultants have a clear and consistent understanding of the importance of declaring any actual, perceived or potential interests that may affect, or be affected by, any decisions, or outcomes of decisions, in relation to Te Puni Kōkiri's activities; and
- Any declared interests are managed appropriately.

The policy is not restricted to monetary or material interests and also includes intangible interests such as information.

More detailed information can be found in the accompanying [Managing Conflicts of Interest Guide](#).

## Policy | Kaupapa Here

Te Puni Kōkiri is committed to maintaining the highest standards of trust, confidentiality and integrity in its relationships and work. To achieve this, Te Puni Kōkiri requires employees to comply with the following:

1. Employees must perform their duties honestly and impartially, and avoid situations which might compromise their integrity or otherwise lead to actual, perceived or potential conflicts of interest.
2. Employees should avoid any financial or other interest or undertaking that could directly or indirectly compromise the performance of their duties, or the standing of Te Puni Kōkiri in its relationships with the public, clients, or Ministers. This could include any situation where actions taken in an official capacity could be seen to influence or be influenced by an individual's private interests (e.g., company directorships, shareholdings, offers of outside employment).
3. Employees should not receive payment from any other source for duties performed while on Te Puni Kōkiri time. This includes taking payment for meeting obligations such as Jury Duty. Any personal obligations (being on boards, advisory groups etc.) must be met either outside work hours, or by using annual or unpaid leave. These potential conflict of interest mitigation strategies must be agreed with the Manager and documented and retained on the employee file.
4. Employees must, when they first join Te Puni Kōkiri, and annually thereafter, complete a formal declaration setting out:
  - a. Any actual, perceived or potential private interests, and the nature of that interest, which might interfere with the full, effective and impartial discharge of their official duties; and
  - b. the manner in which any such declared interest may relate to their role within Te Puni Kōkiri;

- c. the form must be completed by all employees, including those who have no conflict of interest to declare;
5. If at any time an actual, perceived or potential Conflict of Interest arises, employees should immediately inform their Manager of the full nature of the actual, perceived or potential Conflict of Interest. Both the Manager and the employee must complete and sign the Notification of Interest form, confirming that any conflict of interest that has been notified, has been appropriately mitigated.
6. On receiving notice from an employee of an actual, perceived or potential Conflict of Interest, Managers must ensure that proper steps are taken to manage and monitor the conflict and minimise any risk to Te Puni Kōkiri. This must be documented and retained on the staff member's personnel file in Human Resources & Capability.
7. All contractors and consultants are required to:
  - a. confirm that they have no actual, perceived or potential conflict of interest which will or may affect their performance of the services required under their contract.
  - b. notify Te Puni Kōkiri immediately if they become aware of anything that might give rise to an actual, perceived or potential conflict of interest between their obligations to Te Puni Kōkiri and any other interests or responsibilities they may have. Managers must ensure that proper steps are taken to manage the conflict and minimise any risk to Te Puni Kōkiri. This must be documented and retained with the contract documentation.
8. Employees, consultants and contractors are required to declare, to their Manager and the Chief Executive, their intention to stand for public office in either local body or general elections.

The Manager will advise their Deputy Chief Executive of the nature and degree of any conflict as it relates to the person's official duties, and recommend to the Deputy Chief Executive the most appropriate course of action to manage it.

## **Responsibility and Enforcement | Ko Ngā Haepapa me Ngā Uruhi**

This policy applies to all employees, contractors and consultants of Te Puni Kōkiri, and they are required to comply with this policy. Any breach of this Policy may constitute misconduct and will be dealt with in accordance with our [Misconduct and Poor Performance Policy](#).

If, at any time, there are doubts about managing actual, potential or perceived Conflicts of Interest, employees, consultants and contractors can discuss those concerns directly with either the Manager, Human Resource & Capability or the Manager, Risk & Assurance.

Managers are required to:

- Ensure that all contractors, consultants and suppliers are aware of their obligations to advise Te Puni Kōkiri of any actual, perceived or potential conflict of interest which will or may affect the provision of goods or services.
- Ensure that any declared Conflicts of Interest are seen to be managed appropriately by:
  - advising the Deputy Chief Executive of the nature and degree of any conflict as it relates to the person's official duties;
  - recommending to the Deputy Chief Executive the most appropriate course of action to manage it; and
  - documenting the course of action, and ensuring that a copy is retained either
    - on the HR personnel file for employees, or
    - with the contract documentation for contractors and consultants.
- Be familiar with, and have access to, the Good Practice Guide *Managing conflicts of Interest: Guidance for public entities* published by the Office of the Auditor-General, and *Understanding the code of conduct – Guidance for State servants* published by SSC.
- Consult with either the Manager, Human Resources & Capability or the Manager, Risk & Assurance when they are unable to ascertain the level of individual responsibility for non-compliance with this Policy.

## Policy Approval | Ko Te Whakaaetanga o te Kaupapa

This policy is owned and updated by:	It was approved by:	On the date of:	It is due for revision by:
Human Resources & Capability and Risk & Assurance	The Deputy Chief Executive, Organisational Support	11 June 2019	June 2021

This policy replaces the previous policy titled Managing Conflicts of Interest Policy dated June 2017.

## Related Documents | Ko Ētahi atu Kaupapa Here

- [Managing Conflicts of Interest Guide](#)
- [Confidentiality Form](#)
- [Notification of Interest Form](#)
- [Confidentiality and Declaration of Interest Form for tenders](#)
- [Misconduct and Poor Performance Policy](#)
- [Physical and Personnel Security Policy](#)
- [Procurement Policy](#)
- [Gifts Policy](#)
- [Fraud, Corruption and Theft Policy](#)

*Managing conflicts of interest: Guidance for public entities.* Published by the Office of the Auditor-General:  
<http://www.oag.govt.nz/2007/conflicts-public-entities/>

State Services Commissioners Code of Conduct – *Standards of Integrity and Conduct* [www.ssc.govt.nz/code](http://www.ssc.govt.nz/code)

*Understanding the code of conduct – Guidance for State servants* published by SSC:  
<http://www.ssc.govt.nz/display/document.asp?docid=5982>

## Contact | Whakapā Mai

If you have any questions please contact either the Manager, Human Resources & Capability or the Manager, Risk & Assurance.

**Puka Whakamōhio Whaiwāhitanga**  
*Notification of Interest Form*  
*(including criminal convictions)*



**Te Puni Kōkiri**  
 MINISTRY OF MĀORI DEVELOPMENT

**CONTACT DETAILS**

Contact Name

Contact Number

**NOTIFICATION OF INTEREST DETAILS**

Please advise if you are currently involved in any of the following activities. For further clarification, refer to the Managing Conflict of Interest Policy, the State Sector Standards of Integrity and Conduct and/or Human Resources.

Making public comment on Government Policy other than that required by the Ministry?	YES	NO
Making individual comment on Government Policy other than that required by the Ministry?	YES	NO
Having private communications with Ministers and Members of Parliament?	YES	NO
Participating in Public Bodies or Voluntary Associations?	YES	NO
Do you hold financial interest in any company which whom the Ministry has business dealings?	YES	NO
Do you hold any company offices such as a Director's position etc?	YES	NO
Do you have secondary employment?	YES	NO
Do you hold a position in any iwi or community organisation which has a contractual relationship with the Ministry?	YES	NO
Do you hold a position in any iwi or community organisation which is in dispute with the Government?	YES	NO
Have you received gifts, services, discounts, loans or cash from any party or supplier of services to the Ministry which are not available to all staff?	YES	NO
Are you engaged in researching, compiling or representing a claim against the Crown?	YES	NO
Is your involvement such as that you may be expected to personally represent that claim in a judicial, official or public forum?	YES	NO
<b>Criminal Convictions</b>		
I have received a criminal conviction, or been charged with a criminal offence, since my last declaration	YES	NO

*continued next page*





## Why we have this policy | Ko Te Pūtake o tēnei Kaupapa Here

The purpose of this policy is to ensure effective processes are in place for all Personal Information held by Te Puni Kōkiri so that:

- a. Personal information is handled in accordance with the Privacy Act 2020 (the Act) and the 13 Information Privacy Principles in the Act;
- b. Employees and contractors clearly understand their responsibilities relating to the management and protection of Personal Information;
- c. Employees are able to make informed decisions about the security and external sharing of Personal Information including with agencies outside of New Zealand;
- d. The occurrence and impact of unauthorised access, use and disclosure of Personal Information is minimised, and the likelihood of serious harm arising from a breach of privacy is assessed;
- e. All employees are provided with systems, processes, information, tools and a secure environment for the proper creation, collection, access, use, storage, disclosure and disposal of Personal Information;
- f. All equipment used to create, store or transmit Personal Information will be afforded protection from inappropriate use, theft, or damage; and
- g. All requests for Personal Information are dealt with in compliance with the Act.

## Background | He Kupu Whakamārama

Personal information is defined in the Act as "information about an identifiable individual". Te Puni Kōkiri is required to safeguard and protect Personal Information by applying the following 13 Privacy principles set out in the Act:

**Principle 1 - Purpose of collection of Personal Information:** Te Puni Kōkiri will only collect information for purposes related to its lawful role and functions.

**Principle 2 - Source of Personal Information:** Te Puni Kōkiri will collect Personal Information directly from the individual concerned unless one of the exceptional situations permitted under the Act applies.

**Principle 3 - Collection of Information from subject:** When collecting Personal Information, Te Puni Kōkiri will take reasonable steps to ensure that the person they are collecting information from is aware of why it is being collected, what it is being collected for, how the information will be used and who the information will be disclosed to.

**Principle 4 - Manner of collection of Personal Information:** Te Puni Kōkiri will collect information in a manner that is lawful and fair and not unreasonably intrusive.

**Principle 5 - Storage and security of Personal Information:** Te Puni Kōkiri will take all reasonable steps to ensure that Personal Information it holds is protected against loss and unauthorised access, use, modification, and disclosure. It will assess the likelihood of serious harm arising from a breach of privacy.

**Principle 6 - Access to Personal Information:** On request, Te Puni Kōkiri will confirm to individuals what Personal information it holds about them and give them access to their Personal Information.

**Principle 7 - Correction of Personal Information:** If requested by the individual concerned, Te Puni Kōkiri will take such steps to correct Personal Information held about that individual. If the correction is not made, Te Puni Kōkiri will ensure that there is a record of the request and the reasons why the Personal Information was not amended.

**Principle 8 - Accuracy of Personal Information to be checked before use or disclosure:** Te Puni Kōkiri will not use Personal Information without first taking reasonable steps to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, up to date, complete, relevant, and not misleading.

**Principle 9 - Agency not to keep Personal Information for longer than necessary:** Te Puni Kōkiri will not keep that information for longer than is required for the purposes for which the information may lawfully be used.

**Principle 10 - Limits on use of Personal Information:** Te Puni Kōkiri will only use Personal Information for the specific purpose for which it was collected unless the consent of the individual is obtained to another purpose or one of the exceptions in the Act applies.

**Principle 11 - Limits on disclosure of Personal Information:** Te Puni Kōkiri will not disclose Personal Information to another person or body or agency unless Te Puni Kōkiri reasonably believes that the individual has authorised the disclosure or one of the exceptions in the Act applies.

**Principle 12 – Disclosure of Personal Information outside of New Zealand:** Te Puni Kōkiri may generally only disclose personal information to an entity outside of New Zealand if the receiving entity is subject to similar safeguards to those in the Act. Te Puni Kōkiri may generally only disclose an individual's personal information to another individual who is outside of New Zealand and is not ordinarily resident here if the receiving individual is subject to similar safeguards to those in the Act. If a jurisdiction does not offer similar protections, the individual concerned must be fully informed that their information may not be adequately protected, and they must expressly authorise the disclosure.

**Principle 13 - Unique identifiers:** Te Puni Kōkiri will only assign a unique identifier to an individual where:

- a. the unique identifier is necessary to enable Te Puni Kōkiri to carry out any one or more of its functions efficiently
- b. the unique identifier has not been assigned to that individual by another agency
- c. the unique identifier is assigned to an individual whose identity is clearly established.

## Policy | Kaupapa Here

### Chief Privacy Officer

1. For the purposes of this Policy, the Deputy Secretary, Organisational Support shall be the Chief Privacy Officer. The role of the Chief Privacy Officer shall be to ensure that:
  - a. policies and processes are in place for the creation and handling of Personal Information and that they comply with the Act
  - b. information resources are available on the Intranet and training is provided to initiate staff awareness of the importance of Personal Information, the Act and related processes
  - c. information is available and training is provided to personnel who deal with Personal Information
  - d. Te Puni Kōkiri induction process includes information for new staff on this Policy and associated processes.

### Creation, Classification, Use and Disposal of Personal information

2. All Personal Information is classified as "In-Confidence" under the Classified information Policy and the rules regarding "In-Confidence" information will be applied as follows:

In-Confidence	
Principles and Clearance Levels	Only staff who "need to know" are expected to access this information.
Electronic Transmission	Encryption not mandatory but information (including data) is to clearly identify the originating Government agency and data and an appropriate statement saying that the information is disclosed "In-Confidence".
Electronic Storage	Electronic files must be protected against illicit internal use or intrusion by external parties in accordance with relevant policies and procedures, including Te Puni Kōkiri Records Management Policy, Records Management Guide and Electronic Communication Policy.



In-Confidence	
Electronic Disposal	Electronic files will be disposed of in accordance with Te Puni Kōkiri Records Management policies and procedures.
Paper Transmission	Paper documents must be posted in a single sealed envelope with a return address in case delivery is unsuccessful.
Paper Storage	Paper documents must be stored in accordance with Te Puni Kōkiri Records Management policies and procedures.
Paper Waste Disposal	Paper Documents must be disposed of in compliance with Te Puni Kōkiri Records Management policy and procedures.

3. A Privacy Impact Assessment will be undertaken by the responsible manager where significant new initiatives are proposed involving the collection and handling of personal information. The Privacy Impact Assessment will:
  - a. identify the potential effects that a proposal may have upon individual privacy
  - b. examine how any detrimental effects upon privacy might be overcome
  - c. ensure that new projects comply with the Information Privacy Principles in the Act.

### Dealing With External Requests for Personal information

4. All external requests for Personal Information will be dealt with as follows:
  - a. the original hard copy of the request will be forwarded to Ministerial Services
  - b. Ministerial Services will log the request, allocate the request to the appropriate manager and acknowledge receipt of the request
  - c. if information is to be withheld or deleted, legal advice must be sought, prior to the response being signed out by the Chief Privacy Officer
  - d. the responsible Manager must ensure the response is provided within 20 working days
  - e. the final approved and signed response must be provided to Ministerial Services who will date the response, send it and update all records.

### Dealing With Staff Requests for Personal information

5. Personnel files will be held and managed by the People and Capability Directorate,, who will take reasonable steps to ensure that:
  - a. personnel files are maintained, retained and disposed of in accordance with the Records Management Policy; and
  - b. access to personnel files will only be given to appropriate recipients.
6. All requests from staff members to access their personnel file will be managed by the Director, People and Capabilities, who will ensure that any material that relates to another staff member or is evaluative material (as defined in the Act) is removed. Once access has been granted, the staff member may view their personnel file in the People and Capability office and take copies of any documents contained in the file.
7. Specific processes and guidance are to be posted on the Intranet to raise staff awareness and provide information to staff on Personal Information processes.
8. Information systems are to be appropriately controlled, used and maintained so that security requirements for Personal Information are met.
9. Te Puni Kōkiri Business Continuity Plan and Disaster Recovery procedures will ensure the adequate protection of classified information in case of a critical event.
10. Where an issue regarding privacy arises, a staff member should refer to the applicable principles in the first instance. If questions or issues remain, the staff member should raise the issue with Legal Services.

# Responsibility and Enforcement | Ko Ngā Haepapa me Ngā Uruhi

11. The Personal Information Policy applies to:

- a. All employees and contractors to Te Puni Kōkiri
- b. All technology/equipment used to prepare, disseminate and store Personal Information
- c. The entire life cycle of Personal Information from creation and capture, to access, storage, and disposal.

All employees and authorised contractors must:

- a. Comply with this policy; and
- b. Advise their managers of any observed activity that may not be in accordance with this policy.

## Roles & Responsibilities

The **Deputy Secretary, Organisational Support** is the appointed **Chief Privacy Officer** and is responsible for the overall operational responsibility for management of Te Puni Kōkiri Personal Information policy and related matters.

The **Manager, Legal Services** is responsible for providing legal advice on the requirements of the Privacy Act and deputisation for the Chief Privacy officer, as required.

The **Director, Technology & Systems** is responsible for ensuring information technology security arrangements are consistent with the Classified Information Policy

The **Director, People and Capability** is responsible for ensuring that Personal Information held on Personnel files is protected and requests for access are managed in accordance with the Act.

The **Manager, Ministerial Services** , is responsible for the logging and tracking of Personal Information requests.

**Risk & Assurance** will undertake reviews from time to time to monitor and report on the application, appropriateness and effectiveness of security control measures, and to undertake investigations of breaches of security where required.

Managers are to consult with the Director, People and Capability or the Chief Privacy Officer when they are unable to ascertain the level of individual responsibility for non-compliance with this Policy.

Any breach of this Policy may constitute misconduct and will be dealt with in accordance with the Te Puni Kōkiri [Misconduct and Poor Performance Policy](#).

## Policy Approval | Ko Te Whakaaetanga o te Kaupapa

This policy is owned and updated by:	It was approved by:	On the date of:	It is due for revision by:
Legal Services	Dave Samuels, Te Tumu Whakarae mō Te Puni Kōkiri	27 Hōngongoi 2021	27 Hōngongoi 2024

This policy replaces the previous Personal Information policy dated 8 February 2018.

## Related Documents | Ko Ētahi atu Kaupapa Here

[Security Classification Policy](#)

[Records Management Policy](#)

Contact | **Whakapā Mai**

If you have any questions regarding this policy, you can contact the Legal Services Team.

Proactively Released by Te Puni Kōkiri



## Process

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“Personal information” is defined in the Privacy Act 2020 as “information about an identifiable individual”. Te Puni Kōkiri’s policy for dealing with personal information is contained in Te Puni Kōkiri’s “Personal information Policy”

This document provides detailed information on the processes staff must take to ensure that personal information is dealt with in accordance with Te Puni Kōkiri’s “Personal information Policy” and the Privacy Act.

### Relationship to other Te Puni Kōkiri Policies and Processes

Please read these procedures in conjunction with other Te Puni Kōkiri information related policy and procedure documents, in particular the:

- Personal Information Policy;
- Classified Information Policy; and
- Records Management Policy.

### Procedures

Before personal information can be collected by Te Puni Kōkiri staff must ensure that Te Puni Kōkiri is entitled to collect that information and to turn their attention to the requirements of the Privacy Act (including the requirement to obtain the consent of the individual to TPK’s use of the information. For this all staff must:

- follow the steps in **SECTION A** when collecting Personal Information,
- follow the steps in **SECTION B** when dealing with a request for Personal Information and
- follow the Steps in **SECTION C** when dealing with Privacy Act complaints against Te Puni Kōkiri;
- follow the steps in **SECTION D** when dealing with a breach of privacy;
- follow the processes in **SECTION E** when accessing Human Resources files; and
- seek advice from the Legal Services team if any QUESTIONS arise about the operation of the Privacy Act or any procedures set out in this document.

Some FAQs are provided in **SECTION F** to assist with general matters.

**Note:** The forms and templates provided may need to be tailored to cover the work you are involved in. Legal Services is able to assist you when you are considering which Form, process or template to use.

## **Related Documents**

Personal Information Policy

Privacy Act Information Sheet

Security Classification Policy

Records management Policy

IT Acceptable Use Policy

## **Approval**

The Te Puni Kōkiri Personal Information Process was endorsed by the Culture, Capability and Systems Governance Board on 21 July 2021 and approved by the Executive Leadership Team on 27 July 2021.

Proactively Released by Te Puni Kōkiri



## **SECTION A: Collection, Use, Storage, Disclosure and Disposal**

*Note: unsolicited information (i.e. information that is given to TPK without a request from TPK) is not considered to have been “collected” for the purposes of the Privacy Act. If you receive unsolicited personal information then only Steps 3 –8 need to be implemented.*

### **Step 1: Collection**

Personal Information can only be collected for a purpose that is related to a lawful function of TPK *and* the personal information must be necessary for the purpose TPK wants to achieve. So the first step is to consider the following matters and take the appropriate action:

- a. **Is the Personal information being collected for a lawful function of TPK?**
  - i. If the answer is ‘yes’ move onto question b;
  - ii. If the answer is ‘no’ then the information cannot be collected;
- b. **Is the Personal Information necessary for the lawful purposes that TPK wants to achieve?**
  - i. If the answer is ‘yes’ move onto Step 2;
  - ii. If the answer is ‘no’ then the information cannot be collected

### **Step 2: Start Filling the Privacy Impact Assessment Form**

After you have completed the assessment in Step 1 a, you must start entering information into the Answer column of the Privacy Impact Assessment Form (**Form A**). You must continue to enter information into **Form A** as you complete the steps set out in this Section.

### **Step 3: Consents**

Once you have determined that TPK can collect the Personal Information, the necessary consents must be obtained for the collection and use of information. The terms and conditions of each consent will vary depending on the situation. So Step 3 is to approach Legal Services for assistance in drafting an appropriate Consent Form.

### **Step 4: Storage and Access**

Systems and processes must be put in place to protect the information while it is held by Te Puni Kōkiri. Before the Personal Information is actually collected you must undertake the following:

- a. Compile a list of the files (electronic and hard copy) that will hold the Personal Information;

- b. Compile a list of the staff that will be required to access and use the Personal Information;
- c. Obtain your manager's approval for the staff on the list to be "Authorised Users" of the relevant files.
- d. Request IT to restrict access to the electronic files that will contain the Personal Information to the "Authorised Users" only.
- e. Ensure that the paper files that contain the Personal Information are to be securely stored in accordance with Te Puni Kōkiri's Records Management Policy and Records Management Guide.
- f. Ensure that the "Authorised Users" are aware of the Privacy Act requirements and their obligations in relation to the personal information held on the files.

### **Step 5: Use**

You can only use personal information for the purpose for which it was collected. If you propose to use the personal information for a purpose other than that for which it was collected, then you must seek the written consent of the individual to this new purpose by using Part 1 of **Form B**. If the individual does not consent then you cannot use the information for any other purposes.

### **Step 6: Transmission**

These processes are required to ensure that Personal Information is transmitted securely and reasonable steps taken to try and retrieve information if it does not reach the intended recipient:

- a. If you are electronically transmitting any personal information then you must:
  - i. Double check that the email address that you are sending the information to is correct;
  - ii. Add the following statement to the bottom of your email:

*"Te Puni Kōkiri is the originating government agency for this email. This email contains personal information which can only be used or disclosed in accordance with the Privacy Act. If you are the intended recipient then note that this information is disclosed "In-Confidence" and cannot be used for any purpose other than that which Te Puni Kōkiri has disclosed it to you. If you are not the intended recipient of this information please delete the email from your records and notify the sender by return email that you have received the information in error."*
- b. If you are transmitting Personal Information in paper form, then you must:
  - i. post the information in single sealed envelope with "*Private - To Be Opened By Addressee Only*" clearly written on the front of the envelope; and
  - ii. include a return address on the envelope in case delivery is unsuccessful.

### **Step 7: Complete the Privacy Impact Assessment Form**

Once you have completed this process and recorded all the information required in **Form A**, it must be signed by your manager and sent to Legal Services to complete a Privacy Impact Assessment report (PIA).

Legal Services will work with you on any matters that require clarification or attention and complete a PIA. Once all Privacy Act requirements have been met, Legal Services will submit the PIA to Te Puni Kōkiri's Privacy Officer (the Deputy Secretary Support Services) for approval.

### **Step 8: Disposal**

You must notify the Manager, IS when you no longer require the personal information so that the information can be disposed of in accordance with Te Puni Kōkiri's Records Management Policy and processes.

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## FORM A - PRIVACY IMPACT ASSESSMENT FORM

“Personal information” held by Te Puni Kōkiri must be protected and dealt with in accordance with the Privacy Act 2020. “Personal information” is defined in the Privacy Act as *“information about an identifiable individual”*. As well as identifiers such as a person’s name or email address, less obvious examples such as age or employment status fall within this definition if the way the information is recorded identifies the individual, accompanied by the person’s name for example. In order to ensure that Personal Information in Te Puni Kōkiri is handled in accordance with the Privacy Act, could you please complete the following assessment for your area of work.

THE PROJECT
Describe the project. Name of person responsible for the project
What is the project aiming to achieve and how will it support TPK’s work; and Will new personal information be collected or will the project use information we currently hold; How long will the project be in place and personal information be required.

**COLLECTION STAGE**

Privacy Act Requirements	Questions	Answers
<p>Before you take steps to collect personal information, you must be sure that it is being collected for a purpose that is related to a lawful function of TPK <i>and</i> the personal information must be necessary for the purpose TPK wants to achieve.</p>	<p>What Personal Information is being Collected in your area?</p> <p>What is the purpose for which the Personal Information is being collected?</p>	
<p>Before you actually collect personal Information, the individual must be informed of the following: (Disclosure and Consent Process):</p> <ul style="list-style-type: none"> <li>• That the information is being recorded;</li> <li>• How it is being recorded (electronic and/or hard copy);</li> <li>• The purpose it is being collected for;</li> <li>• Name and address of Agency collecting and the Agency that will hold the information.</li> <li>• Whether supplying the information is voluntary;</li> <li>• Consequences if request for information is declined;</li> </ul>	<p>Have you obtained a Consent Form from Legal Services for the individual to sign before they give you their personal information?</p>	

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<ul style="list-style-type: none"> <li>• Who will be able to access and use the information;</li> <li>• That the individual has the right to access and to ask to have the information corrected; and</li> <li>• The information will be destroyed once it is no longer needed.</li> </ul>		
<p>If TPK staff are collecting the personal information they must be made aware of the Personal Information Policy requirements and the Collection Processes above.</p>	<p>What steps have been taken to ensure that staff involved in handling this personal information been made aware of the Personal Information Policy requirements and the Collection Processes above.</p>	
<p>If a third party is collecting the information for TPK then TPK must take reasonable steps to ensure that they comply with the privacy Act too.</p>	<p>If a third-party collecting is collecting the personal information for TPK, what steps been taken to:</p> <ul style="list-style-type: none"> <li>• require the third party to comply with the Privacy Act; and</li> <li>• require that the third party to confirm that it has privacy compliant processes in place for the collection, use, storage and disclosure of the information.</li> </ul>	
<p>The Act requires Personal Information to be collected directly from the person themselves unless TPK has reasonable grounds to believe that the individual has authorised someone else to disclose their personal information to TPK.</p>	<p>Is the Personal Information being collected directly from the person themselves?</p> <p>If the Personal Information being collected from someone else, how will you ensure that the individual has authorised the disclosure?</p> <p>What steps have been taken to ensure that relevant staff been made aware of these requirements?</p>	

**ACCESS AND STORAGE STAGE**

Privacy Act Requirements	Question	Answer
<p>Personal Information is classified as “In Confidence” information under TPK’s Classified Information Policy. So the following steps must then be taken in relation to the hard copy files and any databases on which the personal information is held:</p> <ul style="list-style-type: none"> <li>• Electronic files must be protected against illicit internal use or intrusion by external parties in accordance with Te Puni Kōkiri’s Records Management Policy, Records Management Guide and Electronic Communication Policy.</li> <li>• Paper documents must be stored in accordance with Te Puni Kōkiri’s Records Management Policy and Records Management Guide.</li> <li>• A list of authorised users will be approved by the responsible manager.</li> </ul>	<p>Where will the Personal Information be held?</p> <p>Who will have access to the Personal Information?</p> <p>How will the Personal Information be secure against loss or misuse?</p> <p>Has a list of “Authorised Users” been approved by the responsible manager?</p> <p>Has access to the files/database been restricted to those who “need to know”?</p>	

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	What steps have been taken to ensure that relevant staff been made aware of these requirements?	
<p>“Unique Identifiers” can be used to protect the names of individuals and remove the “privacy” implications. Recording information alongside a reference number as a unique identifier rather than a name might make the individual unidentifiable for example.</p> <p>Care should be taken about adopting a unique identifier unless necessary to carry out the purpose efficiently. An identifier assigned by another Agency *(such as an IRD number) should not be used.</p> <p>Using alternative references such as “the client” might make the individual unidentifiable.</p>	<p>Will unique identifiers be assigned to personal information?</p> <p>Why is this being done and what is the “unique identifier” system that is being proposed?</p>	
<p>The Act requires that:</p> <ul style="list-style-type: none"> <li>• Personal Information be kept up to date and accurate; and</li> <li>• individuals be able to access and correct personal information TPK holds about them.</li> </ul> <p>So processes need to be in place to allow access and changes to Personal Information.</p>	<p>What processes have been put in place to ensure that:</p> <ol style="list-style-type: none"> <li>a. Personal information held is accurate?</li> <li>b. Individuals are able to access their information and request changes? and</li> <li>c. only authorised changes are made to the information?</li> </ol> <p>What steps have been taken to ensure that relevant staff been made aware of this requirement?</p>	

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USE STAGE		
Privacy Act Requirements	Question	Answer
<p>If the Personal Information is to be used for another purpose (i.e. not the purpose for which it was collected) then the consent of the individual must be obtained:</p> <ul style="list-style-type: none"> <li>a. the responsible manager must approve the individual being approached for the new purpose; and</li> <li>b. this new consent must be in writing and signed by the individual.</li> </ul>	<p>What steps have been taken to ensure that the consent of the individual is obtained before Personal Information is used for another purpose?</p> <p>What steps have been taken to ensure that relevant staff been made aware of this requirement?</p>	
<p>If you are electronically transmitting any personal information then you must:</p> <ul style="list-style-type: none"> <li>a. Double check that the email address that you are sending the information to is correct;</li> <li>b. Add the following statement to the bottom of your email:  <i>“Te Puni Kōkiri is the originating government agency for this email. This email contains personal information which can only be used or disclosed in accordance with the Privacy Act. If you are the intended recipient then note that this information is disclosed “In-Confidence” and cannot be used for any purpose other than that which Te Puni Kōkiri has disclosed it to you. If you are not the</i></li> </ul>	<p>What steps have been taken to ensure that relevant staff been made aware of this requirement?</p>	

intended recipient of this information please delete the email from your records and notify the sender by return email that you have received the information in error.”

- c. If you are transmitting Personal Information in paper form, then you must:
  - i. post the information in single sealed envelope with “*Private - To Be Opened By Addressee Only*” clearly written on the front of the envelope; and
  - ii. include a return address on the envelope in case delivery is unsuccessful.
- d. If you are disclosing personal information outside New Zealand, seek advice from Legal Services about the terms of TPK’s contract with the foreign person or entity. The Privacy Commissioner’s website has a model disclosure agreement [clause builder](#).
- e. If there is no contract between TPK and the foreign person or entity, then you must be satisfied that comparable safeguards or authorisation by the person concerned still apply to disclosure to foreign persons or entities. You will need to undertake careful checks to be satisfied that you can rely upon this ground. Seek advice from Legal Services before relying on comparable safeguards.

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DISPOSAL STAGE		
Privacy Act Requirements	Questions	Answer
<p>Personal information needs to be destroyed once it is no longer required for the authorised purposes. Disposal will need to be done in compliance with TPK's Records management Policy. You will need to consider:</p> <p>a. Do other laws requiring documents to be retained such as the Public Records Act 2005 apply?</p> <p>b. How long will the information be required for?</p> <p>c. What steps will need to be taken to initiate and complete the disposal process.</p>	<p>How long will the information be required for?</p> <p>What steps have been taken to ensure that Personal Information is destroyed once no longer necessary i.e.:</p> <p>a. Who will initiate the disposal process?</p> <p>b. Who will authorise the actual disposal? and</p> <p>c. Who confirms the information has been destroyed?</p>	<p><i>Under the Public Records Act, Te Puni Kōkiri has developed Disposal Schedule that covers the disposal of personal information. Personal information collected under this project will be disposed of in accordance the Disposal Schedule.</i></p>

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## **SECTION B: Dealing With Requests for Personal Information**

**Note:** *There is a statutory obligation to reply within 20 working days. If a reply cannot be given within the 20 working days you must notify the requester of a need for an extension, and give the requestor:*

- *Reasons for the extension, and*
- *Person's right to complain to the Privacy Commissioner's Office.*

*If the request needs to be transferred, transfer to another agency within 10 working days.*

### **Step 1:**

All Personal Information requests must be forwarded to the Manager, Ministerials for recording and allocating.

### **Step 2:**

Ministerials will record the request, acknowledge receipt and prepare the appropriate tracking sheets and folders:

- a. If the request is from the individual who is the subject of the information then the request is allocated a Privacy Act Request number;
- b. If the request is not from the individual who is the subject of the information then the request is allocated an OIA number.

### **Step 3:**

Ministerials will forward the request to the appropriate manager to prepare the response.

### **Step 4:**

The responsible manager will prepare the response and have it peered by Legal Services before the response is signed out.

### **Step 5:**

Once signed, the response is to be sent as follows:

- a. If the response is to be transmitted electronically then the transmission must clearly identify TPK as the originating government agency and be accompanied by an appropriate statement saying that the information is disclosed "In-Confidence".
- b. If the response is to be by paper transmission then it must be posted in a single sealed envelope with "To Be Opened By Addressee Only" and a return address in case delivery is unsuccessful.

### **Step 6:**

A copy of the signed response is then sent to Ministerials to update their records.

## **SECTION C: Privacy Complaints Process**

### **Step 1**

Notify the Te Puni Kōkiri Chief Privacy Officer and your manager of any Privacy Act complaints.

### **Step 2**

The Chief Privacy Officer will designate a manager (the investigating manager) who will be responsible for investigating the complaint.

### **Step 3**

The investigating manager will:

- a. Contact the complainant directly to discuss the complaint and fill out the Information Sheet in Form B. If Personal information not already held by TPK is collected as part of an investigation then Form A must be completed for this new information.
- b. Interview TPK staff involved in matters relating to the complaint and confirm the events that occurred relating to the complaint.
- c. Keep detailed and accurate written records of the matters discussed with TPK staff and other affected parties; and
- d. Provide a full written report to TPK's Chief Privacy Officer on the findings of the investigation with recommendations for the Privacy Officer to consider.

### **Step 4**

The Chief Privacy Officer will make the final decision on what action TPK is to take and inform the complainant in writing of the outcome of the investigation and TPK's decision.

## Form B

### Information Sheet for Privacy Complaint

*(To Be Completed By the Investigation officer)*

Date: \_\_\_\_\_

1. Complainant's Name:
2. Complainant's contact details: Postal address / email / telephone number:
3. Complainants relationship to Te Puni Kōkiri:
4. Has the complainant contacted Te Puni Kōkiri before about their complaint: Yes / No
  - a. If the answer to question 4 is "Yes" then find out what TPK's response was and ask the complainant to send us copies of any correspondence that they have had with TPK about this matter.
  - b. If this the first time the complainant has contacted TPK regarding the complaint then contact the complainant to find out the following information:
    - i. What is the complaint about:
      - The complainant has asked for access to information about themselves and that request has been refused;  
*Ask the complainant to send TPK copies of the request and the response or give clear details of when the request was made.*
      - The complainant has asked for information about themselves to be corrected, or have provided a statement of correction to be attached, and that request has been refused;  
*Ask the complainant to send TPK copies of the request and the response or give clear details of when the request was made.*
      - That information about the complainant was disclosed by TPK to someone else;  
*Ask the complainant to specify what information was disclosed, when it was disclosed and to whom it was disclosed;*
      - That information about the complainant was used without being checked to see if it was correct;

*Ask the complainant to specify what information was used and what part of the information was incorrect;*

- That information about the complainant was unlawfully or unnecessarily collected;

*Ask the complainant to specify what information was collected, when it was collected, who collected the information and from whom it was collected;*

- That information about the complainant was not kept reasonably secure;

*Ask the Complainant to specify what information was not secured and the events that led them to believe that the information was not secured.*

*If there are other reasons then ask the Complainant to specify in details what the complaint is.*

5. Ask the complainant to explain how TPK's action/actions have caused harm to the complainant or had a negative effect on the complainant. Where applicable, ask the complainant to provide evidence of the harm or negative effects.
6. Ask the complainant what course/s of action by TPK would resolve their complaint.
7. Complete a full report for the Chief Privacy Officer on the findings of the investigation with recommendations for the Chief Privacy Officer to consider.

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## **SECTION D: Responding to a Disclosure Privacy Breach**

It is a breach of an Information Privacy Principle if there is unauthorised or accidental access to, or disclosure of, personal information.

There are five steps to follow when a breach occurs, the first three of which should be taken simultaneously or in quick succession:

### **STEP 1: Notification**

Immediately notify the Chief Privacy Officer and your manager of the breach.

### **STEP 2: Contain the breach and make a first assessment**

Take common sense steps to stop damage becoming worse including:

- Contain the breach: Diagnose what went wrong, consider; stopping the unauthorised practice, trying to get back records, disabling the system breached, cancel or change computer access codes and fix weaknesses in physical or electronic security.
- Initial investigation to be led by a suitable person within Te Puni Kōkiri, able to make the first recommendations.
- Consider assembling team including staff from within or outside Te Puni Kōkiri with the required expertise to deal with the situation.
- Decide who else needs to know within Te Puni Kōkiri and notify them. Also consider auditors, risk managers Legal and insurers.
- Police are to be notified if theft or criminal activity appears to be involved.
- Preserve evidence Te Puni Kōkiri or police might need to find cause of problem or to fix it.

### **STEP 3: Evaluate the risks**

Determine what other steps are needed by assessing the risks caused by the breach:

- Establish the kind of personal information involved. The more sensitive the information, the higher the risk of harm to the people affected.
- Consider what the information might show. Is it sensitive or useful to criminals?
- How easy is the information to access? Is it password protected or encrypted?
- Establish what caused the breach? Is there a risk of more?
- Establish the extent of the breach. Identify the number and nature of the likely recipients and how many people's information is lost. Can the information be circulated further? Is the breach a systematic problem or an isolated incident?
- Assess if harm could result from breach from the point of view of people affected such as identity theft, financial loss or business or employment opportunities lost. Also significant humiliation or loss of dignity.
- Are the intentions of the recipients of the information unknown or possibly malicious? Is the information in the hands of an unknown recipient or one suspected of illegal activity, or a trusted person or organisation that can be expected to return the information?

#### **STEP 4: Notify affected people if necessary**

Open and transparent communication to individuals about how their personal information is being handled is a fundamental rule of privacy. It can help those affected as well as show we are doing the right thing.

Those affected should usually be notified if there is a risk of harm to give them the opportunity to take steps to protect themselves and regain control of the information

Only advise people if you are sure whose information has been compromised by the breach, Notifying people in error can cause more damage being done.

##### When to notify

If a privacy breach creates a risk of harm to someone, you should probably notify them. Notifying them promptly means they can take steps to protect themselves and regain control of their information as soon as possible.

Do not notify people unless you are sure that the breach has compromised their information. Notifying the wrong people by mistake can cause unintentional damage.

##### Factors to consider

Is there a risk of:

- harm to those whose personal information has been breached?
- identity theft or fraud?
- physical harm?
- humiliation or loss of dignity, damage to an individual's reputation or relationships?

What:

- is the person's ability to avoid or minimise possible harm?
- are the legal and contractual obligations?

Use the facts gathered to complete a risk assessment to determine whether to notify individuals. That should occur as soon as reasonably possible but if law enforcement authorities are involved, check with them when to notify so as not to compromise the investigation.

##### How to notify

Notifying affected individuals directly by phone, email, letter or in person is best as it is more personal. Indirect notification such as website information, posted notices or media should generally only occur when direct notification might cause more harm, is prohibitively costly or contact information is unknown. Be mindful of particularly vulnerable people where it might be appropriate to have a support person involved.

##### What to say

- Information about the incident including when it happened.
- A description of what personal information has and what has not been disclosed.
- What Te Puni Kōkiri is doing to control or reduce the resulting harm.

- What is being done to help people affected and what steps they can take to protect themselves.
- Who to contact for enquires or complaints.
- Offer assistance when necessary, for example, advice on changing passwords.
- Whether the Office of the Privacy Commissioner has been notified.
- Contact information for that Office.

#### Notifying third parties

Consider whether the following organisations should be informed. Keep in mind any obligations of confidentiality: Police, insurers, professional or other regulatory bodies, credit card companies or financial institutions, third party contractors or other parties who might be affected, relevant internal business units not notified of the breach already, the Minister and union or other employee representatives.

The Office of the Privacy Commissioner should be notified of serious breaches. This helps the Commissioner to respond to enquires or complaints received. The Commissioner may be able to provide advice to Te Puni Kōkiri on how to respond to the breach.

#### The media

Contact Communications if there is or is likely to be media interest.

### **Step 5: Notify serious harm privacy breaches to the Office of the Privacy Commissioner and the affected person**

Under the Privacy Act 2020, if TPK has a privacy breach that is likely to cause anyone serious harm, it is legally required to notify the Office of the Privacy Commissioner and any affected persons as soon as practicable. Generally, TPK should notify the Privacy Commissioner within 72 hours of becoming aware of a serious harm breach.

The Office of the Privacy Commissioner has stated that agencies should notify it of serious harm breaches within 72 hours.

Further information on reporting breaches of privacy can be accessed on the Privacy Commissioner's website at:

<https://privacy.org.nz/privacy-for-agencies/privacy-breaches/notify-us/>

<https://privacy.org.nz/blog/opc-sends-warnings-to-organisations-to-get-it-right-next-time/>

### **Step 6: Prevent a repeat**

Time needs to be taken to investigate the cause of the breach and make changes to their prevention plan (where it didn't work in particular) and how it is being applied.

The amount of effort applied should reflect the significance of the breach and whether it was the result of a systematic problem or an isolated event. It could include;

- a security audit of physical and technical security
- review of policies and procedures
- review employee training practices
- review of any service partners caught up in the breach.

The resulting prevention plan may include a follow up audit to be done to ensure that the plan has been fully embedded into the organisation.

Further Information on dealing with breaches of privacy can be accessed on the Privacy Commissioner's website at;

<https://www.privacy.org.nz/assets/Files/Privacy-Breach-Guidelines/Privacy-breach-guidelines-key-steps.February-2008.doc>

and

<https://www.privacy.org.nz/data-breaches/data-safety-toolkit/>

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## **SECTION E: Processes for Personnel Files**

### **Storage**

1. Personnel files will be appropriately held and managed by HR personnel. Managers may also keep operational information that includes personal details, but these must also be held in accordance with TPK's Personal Information Policy and Processes.
2. HR personnel will take all practicable and reasonable steps to ensure that access to personnel files will only be given to appropriate recipients. Generally these will include:
  - a. the individual concerned
  - b. appropriate managers in the management structure, including the
  - c. manager to whom the staff member reports
  - d. individuals authorised in writing by the staff member to have access
  - e. an agency or person authorised or entitled to access the information.
3. Personnel files will be maintained, retained and disposed of in accordance with TPK's the Records Management Policy and processes.
4. Records about disciplinary action will be stored on a staff member's personal file.
5. Where a staff member is re-employed, and their old personal file still exists, their old file may be re-activated for use.
6. All staff members are to be assigned an employee number by TPK for payroll purposes.

### **Access**

7. If a staff member wishes to access their personnel file, they are to request access through TPK's HR Manager.
8. TPK retains the right to refuse requests for access to information if it would involve a breach of the Privacy Act 2020 (the Act) with respect to another individual or if other appropriate reasons exist for declining that request under the Act.
9. If access is to be granted, the HR Manager will remove any material that relates to another staff member and any evaluative material. [NOTE: regarding evaluative material, under section 50(1)(a)(i) and (ii) disclosure of the information or of the information identifying the person who supplied it would need to breach an express or implied promise that was made to the person who supplied the information and that was to the effect that the information or the identity of the person who supplied, or both, would be held in confidence.

"*Evaluative material*" means evaluative or opinion material compiled solely:

- a. for the purpose of determining the suitability, eligibility, or qualifications of the individual to whom the material relates:
  - i. for employment or for appointment to office; or
  - ii. for promotion in employment or office or for continuance in employment or office; or
  - iii. for removal from employment or office; or
  - iv. for the awarding of contracts, awards, scholarships, honours, or

- v. other benefits; or
  - b. for the purpose of determining whether any contract, award, scholarship, honour, or benefit should be continued, modified, or cancelled; or
  - c. for the purpose of deciding whether to insure any individual or property or to continue or renew the insurance of any individual or property.
10. Once access has been granted, the staff member may view their personnel file in the HR office and take copies of any documents contained in the file.

### **Correction**

11. Staff members can request correction of personal information held about them where they can demonstrate that the information is factually incorrect. Where there is disagreement as to the correctness of the information, staff members can have their own views, or a statement of correction, expressed in writing and placed on their file alongside the information in dispute.

### **Complaints**

12. If an employee considers their personal information has not been properly handled in accordance with this policy and the Act then:
- a. they should first raise their concerns with the HR Manager and seek a resolution; and
  - b. if the employee is unable to resolve the matter with the HR Manager, then the employee should lodge a complaint with TPK's Privacy Officer.

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## **SECTION F: Frequently Asked Questions**

### **i. Who can make a request under the Privacy Act?**

A request under the Privacy Act can only be made by a natural person, that is, an individual rather than a company or organisation.

### **ii. When does the Privacy Act apply and when does the Official Information Act apply to requests for personal information?**

- If an individual requests information about themselves then the request is dealt with as a Privacy Act request;
- If the requestor is not the person who the information is about then the requested is dealt with under the Official information Act.

### **iii. What can an individual request under the Act?**

- Confirmation about whether or not TPK holds particular personal information about them.
- Access to personal information about them that is held by TPK.
- A request to TPK to correct personal information held about them.

### **iv. Can TPK charge for making personal information available?**

No, TPK cannot charge for Privacy Act requests. There is a very limited situation where public agencies may impose charges but it requires the privacy Commissioner to be satisfied that the agency is commercially disadvantaged, in comparison with any competitor in the private sector, because it cannot impose a charge in relation to the request.

### **v. When can TPK withhold information?**

The Privacy Act provides a number of grounds on which requested information can be withheld. The grounds for withholding information likely to be relevant to TPK are:

- If release were to prejudice the maintenance of the law, including the prevention, investigation and detection of offences
- If release were to endanger anyone's safety
- If release would involve the unwarranted disclosure of the affairs of another person
- If the request involved evaluative material (reference checks) and an undertaking of confidentiality had been given
- If release would breach legal privilege

### **vi. Do other statutory obligations override the Privacy Act?**

The Privacy Act can be overridden by other legislation, if that legislation says something different to the standards set out in the privacy principles. For example, if another statutory provision allows you to disclose information in the circumstances, you won't be in breach of the Privacy Act by disclosing the information regardless of what principle 11 says.

### **vii. Can TPK contract out of its obligations under the Privacy Act?**

No – we are legislatively bound to comply with the Privacy Act.

**viii. What if someone gives TPK information that it hasn't asked for?**

If someone gives TPK information that it hasn't asked for, then TPK hasn't "collected" the information and the principles relating to the collection of the information, the source of the information, informing the person they are collecting information about them and why/how it will be used and who the information will be disclosed to do not apply.

However, if TPK holds on to the information, it will be responsible for managing that information properly. So, it will need to keep the information secure, give the person concerned access to it and be careful about using and disclosing it.

**ix. Te Puni Kōkiri can collect personal information if it is “necessary” and for a “lawful” purpose “connected with a function or activity of the agency”.**

**a. What does a lawful purpose mean ?**

The purpose for Te Puni Kōkiri collecting the information must be within the law. **An unlawful purpose** is something that is prohibited by law, or that is outside Te Puni Kōkiri legal power. For example, collecting information to carry out a criminal activity would clearly be an unlawful purpose. And collecting information in breach of another statute is also unlawful.

**b. What purposes are connected with the agency's functions or activities?**

The information must be relevant to and closely linked with Te Puni Kōkiri's business activities or functions.

**c. How do I decide if the information is 'necessary'?**

We do not have to show that we absolutely must collect the information in order to achieve its purpose. But we do have to show that it is reasonably necessary to collect it. So the collection of the particular information must support the agency's business, in a clearly defined way.

# Kaupapa Whakaritenga Ārai

## Whākinga

### Protected Disclosures Policy & Procedure



Te Puni Kōkiri  
MINISTRY OF MĀORI DEVELOPMENT

## 1. Why we have this policy | Ko Te Pūtake o tēnei Kaupapa

- 1.1. The Protected Disclosures (Protection of Whistleblowers) Act 2022 (the Act) requires all public sector agencies to have internal procedures for receiving and handling protected disclosures.
- 1.2. The Act encourages disclosures to be made within the organisation first, so that they can be investigated and addressed. It also provides protections so that employees can disclose their concerns in confidence and without fear.
- 1.3. This document outlines how Te Puni Kōkiri will facilitate the disclosure and proceed with a timely investigation of matters of serious wrongdoing in accordance with the Act.

## 2. Policy | Kaupapa

- 2.1. Our values at Te Puni Kōkiri, particularly Manaakitanga, require all kaimahi to act with integrity and treat others with respect. It is expected that all kaimahi display good judgement to enhance trust, respect and uphold the reputation of Te Puni Kōkiri.
- 2.2. Should you find yourself in a situation where you discover or believe you have encountered serious wrongdoing in the workplace, you are strongly encouraged to report this information.
- 2.3. We also encourage and enable you to raise serious concerns within Te Puni Kōkiri in the first instance. Further, there are external reporting avenues available as an option should kaimahi not feel comfortable disclosing a matter to management.
- 2.4. All kaimahi are assured that Te Puni Kōkiri maintains a strong commitment to confidentiality and that you can raise concerns about wrongdoing within Te Puni Kōkiri without fear of victimisation, subsequent discrimination, disadvantage, or dismissal where you have made a disclosure in good faith.
- 2.5. We recognise that employees who report wrongdoing are helping to promote integrity, accountability and good management within our organisation, and that reporting is highly valued.

## 3. Words with specific meaning

- 3.1. In this document, some words have a specific meaning. These are outlined below.
- 3.2. The '**Disclosure Officer**' refers to the person who receives disclosures from employees, directly or indirectly. In Te Puni Kōkiri this is the Manager Risk and Assurance.
- 3.3. The term '**employee**' in this context includes permanent, temporary, and casual staff, contractors, and volunteers (who may work for no monetary reward).
- 3.4. A '**serious wrongdoing**' is prescribed by the Act. This includes any act, omission, or course of conduct in, or by, Te Puni Kōkiri that is 1 or more of the following:
  - i. an offence;
  - ii. a serious risk to—
    - a. public health; or
    - b. public safety; or

- c. the health or safety of any individual; or
- d. the environment:
- iii. a serious risk to the maintenance of law, including—
  - a. the prevention, investigation, and detection of offences; or
  - b. the right to a fair trial:
- iv. an unlawful, a corrupt, or an irregular use of public funds or public resources:
- v. oppressive, unlawfully discriminatory, or grossly negligent, or that is gross mismanagement, and is done (or is an omission) by—
  - a. an employee: or
  - b. a person performing (or purporting to perform) a function or duty or exercising (or purporting to exercise) a power on behalf of Te Puni Kōkiri or the Government.

3.5. A '**discloser**' means an individual who is (or was formally) -

- i. an employee:
- ii. a secondee to Te Puni Kōkiri:
- iii. engaged or contracted under a contract for services to do work for Te Puni Kōkiri:
- iv. concerned in the management of Te Puni Kōkiri;
- v. a volunteer working for Te Puni Kōkiri without reward or expectation of reward for that work.

3.6. A '**disclosure of information**' is a 'protected disclosure' if the discloser-

- i. believes on reasonable grounds that there is, or has been, serious wrongdoing in or by Te Puni Kōkiri; and
- ii. discloses information about that in accordance with the Act; and
- iii. does not disclose it in bad faith.

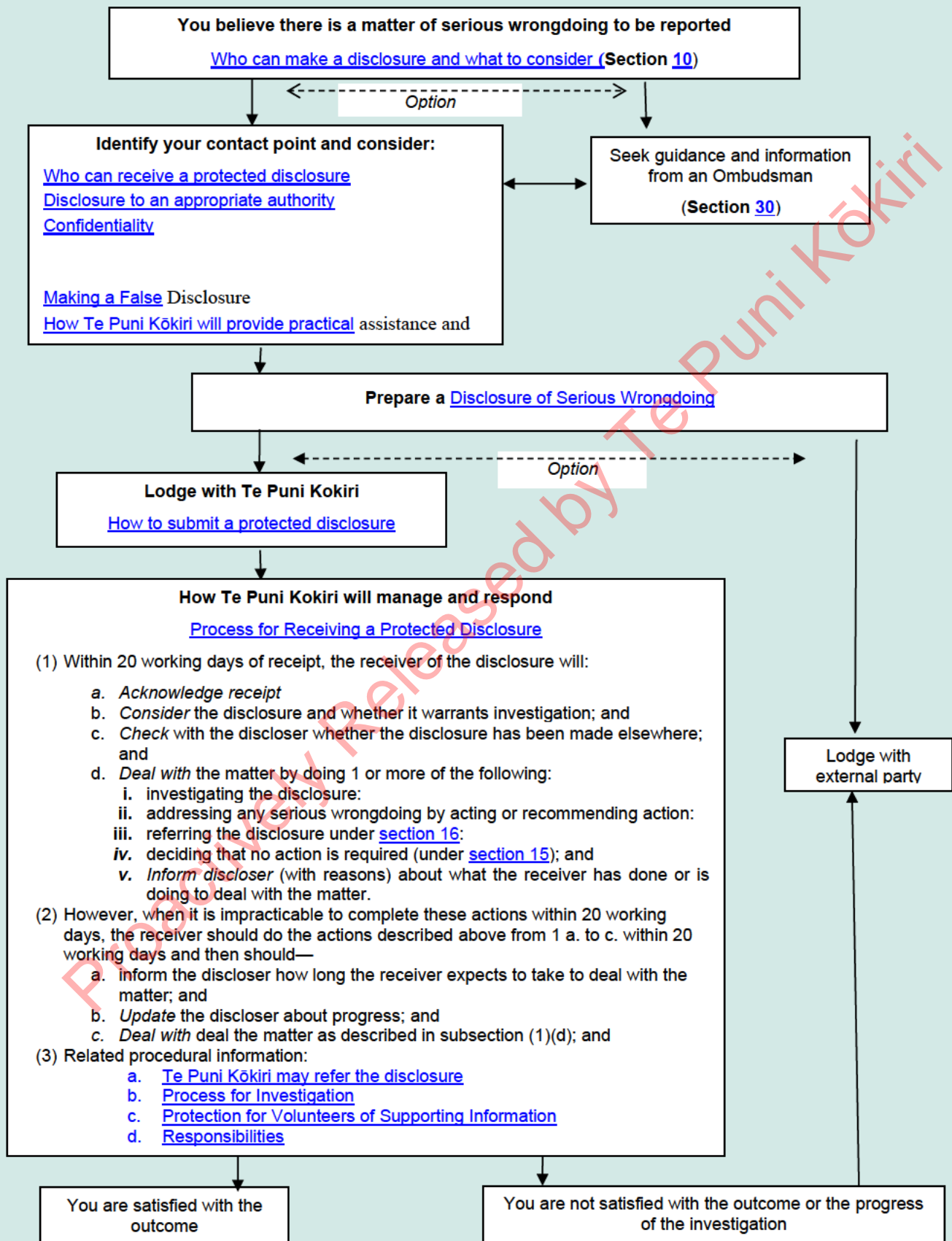
3.7. A '**receiver**' means the receiver of a protected disclosure who is either-

- i. Te Puni Kōkiri; or
- ii. an appropriate authority.

Proactively Released by Te Puni Kōkiri

## 4. Procedural Workflow

4.1. This flowchart provides a high-level representation of the procedural workflow. Go to sections 5 – 19 for detailed explanations of the policy and procedure. The steps in the flowchart below are [hyperlinked], where relevant and appropriate.



## 5. Who can make a disclosure and what to consider

- 5.1. Any employee of Te Puni Kokiri can make a disclosure; however, they must do so in good faith.
- 5.2. An employee considering making a disclosure of a serious wrongdoing under the Act must consider that the disclosure fits the criteria of serious wrongdoing and protected disclosure as defined in the Act ([Section 10](#)).
- 5.3. If unsure, an employee may contact the Disclosure Officer or Manager Legal Services for guidance.
- 5.4. An employee may also contact an Ombudsman for information and guidance when considering making a disclosure under the Act. An Ombudsman may advise on what is a serious wrongdoing, who the disclosure may be made to, how to disclose or on other matters concerning the Act.

## 6. Who can receive a protected disclosure

- 6.1. Te Puni Kokiri has an appointed Disclosure Officer as the main point of contact for all employees. However, within Te Puni Kokiri, the following 4 roles can receive a protected disclosure:
  - iii. the Disclosure Officer
  - iv. an employee's Manager
  - v. a Deputy Secretary
  - vi. the Secretary
- 6.2. An employee can submit a protected disclosure to the Disclosure Officer or to their manager.
- 6.3. Alternatively, an employee can make the disclosure directly to the Secretary or Deputy Secretary. This may be appropriate where:
  - i. the employee believes, on reasonable grounds, that the person they are required by the procedures to report to is or may be involved with the wrongdoing; or
  - ii. the employee believes, on reasonable grounds, that it is not appropriate to report to the person identified in the procedures, because of their relationship or association with the alleged wrongdoer.
- 6.4. A manager who receives a protected disclosure should submit the disclosure to the Disclosure Officer.
- 6.5. A manager may report the disclosure to the Secretary or Deputy Secretary rather than the Disclosure Officer if:
  - i. the manager believes, on reasonable grounds, that the Disclosure Officer may be involved with the wrongdoing; or
  - ii. the manager believes, on reasonable grounds, that it is not appropriate to report to the Disclosure Officer, because of the Disclosure Officer's relationship or association with the alleged wrongdoer.

## 7. Disclosure to an appropriate authority

- 7.1. A protected disclosure may be made to an external 'appropriate authority' at any time and will be protected under the Act. This applies whether or not the discloser has also made the disclosure to Te Puni Kōkiri or another appropriate authority.
- 7.2. A disclosing employee may make their protected disclosure to an appropriate authority if the Secretary may be involved or associated with the serious wrongdoing alleged.
- 7.3. A list of appropriate authorities is contained in [Section 25](#) of the Act. Without limiting the meaning of the term, an 'appropriate authority' includes:
  - i. the head of any public sector organisation; and
  - ii. any Officer of Parliament; and
  - iii. the membership body of a particular profession, trade, or calling with the power to discipline its members.
- 7.4. As an 'Officer of Parliament,' the Ombudsman is an 'appropriate authority' under the Act. An employee is therefore entitled under the Act to make a protected disclosure to the Ombudsman at any time.
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- 7.6. A list of examples of appropriate authorities for various concerns is contained in Schedule 2 of the Act. For example, WorkSafe could be an appropriate authority for a work-related bullying or harassment concern. For a criminal matter, the Commissioner of Police could be the appropriate authority.
- 7.7. An appropriate authority **does not** include a Minister of the Crown or a Member of Parliament or a member of the media.
- 7.8. As a starting point, employees should usually make internal disclosures of serious wrongdoing rather than external disclosures. This provides an opportunity for Te Puni Kōkiri to become aware of and appropriately respond to matters of wrongdoing, enables robust, thorough, and fair investigation, and creates an opportunity for senior management to carry through the stated commitment to deal with all matters of serious wrongdoing.
- 7.9. With the consent of the disclosing employee, an Ombudsman may take over Te Puni Kōkiri's investigation if the Ombudsman considers that insufficient progress has been made. An Ombudsman may also investigate, in conjunction with Te Puni Kōkiri, and/or take on a co-ordination role if a disclosure has already been made to another person or body. An Ombudsman may also review or guide any investigation of a protected disclosure.
- 7.10. With the consent of the disclosing employee, the Ombudsman may also escalate a protected disclosure to a Minister. The Ombudsman may refer the protected disclosure to a Minister if they believe that Te Puni Kōkiri, or an appropriate authority, has not followed the right procedure, or not addressed the wrongdoing.

## 8. Confidentiality

- 8.1. Every person to whom a protected disclosure is made or referred must use his or her best endeavours to keep confidential any information that might identify the employee who made the protected disclosure unless
- 8.2. Every person to whom a protected disclosure is made or referred must use his or her best endeavours to keep confidential any information that might identify the employee who made the protected disclosure unless:
  - i. The employee consents in writing to the disclosure of identity; or
  - ii. The person who has acquired knowledge of the protected disclosure believes that disclosure of identifying information:
    - a. is essential to the effective investigation of the allegations; or
    - b. is essential to prevent serious risk to public health or public safety or the environment; or
    - c. is essential to the principles of natural justice; or
    - d. is essential to an investigation by a law enforcement or regulatory agency for the purpose of law enforcement.
- 8.3. A person considering disclosing any of the above information must seek internal legal advice from Te Puni Kōkiri's legal services team before releasing information on any of those grounds.
- 8.4. This standard of confidentiality can be met if the disclosure, when received, is dealt with appropriately.
- 8.5. This standard of confidentiality can be met if the disclosure, when received, is dealt with appropriately.
- 8.6. There is the added protection of confidentiality under the Act through the Privacy Act 2020. The release of information that might identify the discloser is an interference with the privacy of an individual for the purposes of Part 5 of the Privacy Act 2020 if the release breaches the confidentiality section of the Act. If a complaint is made, the receiver, who may be Te Puni Kōkiri, will have the onus of proving that the release is authorised based on the grounds listed in section 17(2) of the Act.
- 8.7. Confidentiality is also protected under the Act by the withholding of official information. A receiver must refuse a request for information under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 as contrary to the Act if the information might identify the discloser of a protected disclosure.

## 9. Making a False Disclosure

- 9.1. Disclosures must be genuine and made in good faith. An employee who makes a disclosure under the Act knowing it is false or made in bad faith is liable to criminal or civil proceedings.

## 10. How to submit a protected disclosure

- 10.1. A disclosure of serious wrongdoing within Te Puni Kōkiri is to be made in writing and submitted to the appropriate person by email or should you wish to remain anonymous by post to the role you have selected from item 6:

[insert role title here]

Private and Confidential

Te Puni Kōkiri

Ministry of Māori Development

P O Box 3943

WELLINGTON 6140

- 10.2. Refer to Appendix 1. Disclosure of Serious Wrongdoing for the format that is useful, and information required when making a disclosure to enable assessment and further investigation where appropriate.
- 10.3. It is important to include as much detail and supporting information as available to substantiate and support any future action.

## 11. Process for Receiving a Protected Disclosure

- 11.1. Procedures for receiving and dealing with information about serious wrongdoing must comply with natural justice.
- 11.2. The person who receives the disclosure, if satisfied that an employee has provided it, should immediately notify the Secretary (unless the Secretary is implicated or involved in the wrongdoing).
- 11.3. Within 20 working days of receipt the receiver of the disclosure will:
  - i. Acknowledge to the discloser the date the disclosure was received (and, if the disclosure was made orally, summarise the receiver's understanding of the disclosure); and
  - ii. Consider the discloser and whether it warrants investigation; and
  - iii. Check with the discloser whether the disclosure has been made elsewhere (and any outcome); and
  - iv. Deal with the matter by doing one or more of the following:
    - a. investigating the disclosure;
    - b. addressing any serious wrongdoing by acting or recommending action;
    - c. referring the disclosure under section 16;
    - d. deciding that no action is required under section 15; and
  - v. Inform the discloser (with reasons) about what the receiver has done or is doing to deal with the matter in accordance with paragraph iv. above.
- 11.4. However, when it is impracticable to complete these actions within 20 working days, the receiver will complete the actions as described in subsection 11.3 i. to iii. within 20 working days and thereafter:
  - i. Inform the discloser how long the receiver expects to take to deal with the matter; and
  - ii. Appropriately update the discloser about progress; and
  - iii. Deal with the matter as described in 11.3 iv.; and
  - iv. Inform the discloser (with reasons) about what the receiver has done or is doing to deal with the matter in accordance with 11.3 iv.
- 11.5. If Te Puni Kōkiri does not accept that the allegation is a protected disclosure, the information will still be investigated in accordance with Te Puni Kōkiri's internal procedures. All reasons for not accepting the disclosure as a protected disclosure will be explained to the discloser.

- 11.6. The Secretary, Deputy Secretary, or manager may decide that no action is required. If this decision is made, the employee will be informed of the decision and the supporting reasons. Appropriate reasons include: the length of time between the alleged serious wrongdoing and the disclosure makes an investigation impracticable or undesirable; or the matter is better addressed by other means.
- 11.7. The Secretary will determine whether it is possible to keep the name of employee who provided the information confidential in accordance with the Act's criteria.
- 11.8. The Secretary or the Disclosure Officer may request further information from the employee and will keep the discloser informed.

## 12. Te Puni Kōkiri may refer the disclosure

- 12.1. Te Puni Kōkiri as a receiver may also choose to refer the protected disclosure to an appropriate authority. Before the referral, Te Puni Kōkiri will consult the discloser and the intended recipient of a referral. The authority that receives a referral then becomes the receiver. A disclosure may be referred on more than one occasion.

## 13. Process for Investigation

- 13.1. The process for investigating any disclosure of serious wrongdoing will follow Te Puni Kōkiri's internal procedures for investigating employment related matters.
- 13.2. Investigations of serious wrongdoing must be handled with extreme care and sensitivity. All parties will be given adequate notice of any meeting to discuss the issues raised and have time to prepare. They have the opportunity to be heard and have the right to representation or a support person. The person in charge of the investigation will act independently, be unbiased and will either:
  - i. Carry out the investigation; or
  - ii. Appoint another employee to carry out the investigation; or
  - iii. Instruct an external authority; or
  - iv. Where a criminal offence is probable or possible, refer it either to the Police or the Serious Fraud Office as the case may be.
- 13.3. Where a disclosure is made internally, Te Puni Kōkiri may decide that no action is required and will inform the discloser for the reasons why. The reasons that it may be appropriate for deciding that no action is required include that:
  - i. The person disclosing or the disclosure does not fit the definitions of either discloser (section 8), protected disclosure (section 9) or serious wrongdoing (section 10);
  - ii. The length of time between the alleged serious wrongdoing and the disclosure makes the investigation impracticable or undesirable; or
  - iii. The matter is better addressed by other means. Should this be the case, details will be specified in the response to the discloser.
- 13.4. All conversations relating to protected disclosure will be carried out in a manner that maintains confidentiality.
- 13.5. All documents and records relating to the disclosure will also be kept secure in a restricted file.
- 13.6. The Disclosure Officer will keep a record of who within Te Puni Kōkiri has access to these files.
- 13.7. Hardcopy documents will also be kept in a secure place and disposed of in accordance with Te Puni Kōkiri's Record Disposal Schedule.
- 13.8. These steps will ensure Te Puni Kōkiri meets the duty of confidentiality throughout the protected disclosure procedure.
- 13.9. As part of any internal investigation, the investigator will initially meet with the employee alleged to be involved to:
  - i. Advise that the employee may have representation prior to making any statement or comment on the issues and that they may have a representative at all meetings.
  - ii. Set out the allegation.
  - iii. Inform the employee that a thorough investigation into the facts will take place.
  - iv. Advise the seriousness of the matter and possible consequences.
  - v. Inform the employee of the investigation process.
  - vi. The investigator will then commence gathering evidence.

- 13.10. Where a disciplinary procedure is to be carried out, it will be conducted in accordance with Te Puni Kōkiri's internal procedures dealing with misconduct and unsatisfactory performance.
- 13.11. Where the investigator refers the matter to the Police or other law enforcement agency, an investigation within Te Puni Kōkiri may not begin until the Police investigation and any prosecution has concluded.

## **14. How Te Puni Kōkiri will provide practical assistance and advice to the discloser**

- 14.1. The disclosing employee may have a support person present at any meeting to discuss the protected disclosure.
- 14.2. Where circumstances allow, the investigator will endeavour to inform the disclosing employee of progress in the investigation and resolution of the disclosure.
- 14.3. The Act provides for the discloser to seek information and guidance from an Ombudsman where the employee notifies the Office of the Ombudsmen that a disclosure is being considered or has been made. The Disclosure Officer will, on request, assist the employee with contacting the Ombudsman and will be available to discuss the Ombudsman's advice with the employee.
- 14.4. An employee of Te Puni Kōkiri may also access the Employment Assistance Programme (EAP), a confidential counselling service that provides short term, problem-solving counselling, and support. As this service is confidential, any information discussed through this forum is not available to the disclosure process and/or any resulting investigation. This service is provided solely as a confidential support mechanism for the employee.

## **15. Protections for the Discloser**

- 15.1. Te Puni Kōkiri has obligations under the Act to ensure the protection of the discloser. This includes the obligations to not retaliate or treat the discloser less favourably as an employee. If retaliation has occurred, or has been threatened, the employee will have a personal grievance under section 101(1)(k) of the Employment Relations Act 2000. If an employee (or relative or associate of the employee) believes they have been treated less favourably this can be classified as victimisation. If victimisation has occurred, this will be unlawful under section 66(3) of the Human Rights Act 1993.
- 15.2. A discloser who makes a protected disclosure or a receiver who refers a protected disclosure will be immune from civil, criminal and disciplinary proceedings because of making or referring the disclosure.
- 15.3. It is not possible to contract out of the Act. Any provision in any agreement or contract has no effect if it apparently requires a person to do any of the following:
- not to disclose serious wrongdoing that is, or could be a protected disclosure.
  - not to disclose information that could support, or relate to, a protected disclosure.
  - to withdraw a protected disclosure.
  - to abandon a protected disclosure.
  - to make a disclosure of serious wrongdoing in a way that is inconsistent with the Act.

## **16. Protection for Volunteers of Supporting Information**

- 16.1. An employee who volunteers supporting information is entitled to protections that require employers not to retaliate or treat the employee less favorably (sections 20, 21 and 22).
- 16.2. The employee who volunteers supporting information is also immune from civil and criminal proceedings (section 23).

## **17. Anonymous Disclosures**

- 17.1. Anonymous disclosures can be made where there is sufficient evidence made available to verify that the person making the disclosure is an employee.
- 17.2. Employees need to be aware that in some circumstances it will not be possible to pursue an anonymous disclosure, for example where further information is required but cannot be obtained.

17.3. In addition, any employee who makes an anonymous disclosure will not be provided any further information once an anonymous disclosure is made.

## 18. Publication of Procedure

18.1. The Act requires this procedure to be established and published. This procedure will be placed on the Intranet and reminders will also be published through the Intranet.

## 19. Responsibilities

19.1. The Secretary is accountable for:

Receiving and dealing with information about serious wrongdoing at Te Puni Kōkiri in accordance with the Act.

19.2. Managers are accountable for:

- i. Ensuring that employees are aware of the internal procedure for receiving and dealing with information about serious wrongdoing at Te Puni Kōkiri in accordance with the Act.
- ii. Ensuring that employees have information on how to use the procedure.
- iii. Understanding and applying the procedure as the receiver of a protected disclosure.

19.3. Employees are responsible for:

- i. Ensuring that any disclosures of serious wrongdoing at Te Puni Kōkiri are made in accordance with the Act.
- ii. Disclosing information in accordance with Te Puni Kōkiri's internal procedure for receiving and dealing with information about serious wrongdoing, outlined here.

19.4. The Critical Projects and Governance Puni is responsible for:

Ensuring that the process and information on how to use the procedure for disclosures is incorporated into the Induction Guidelines for all staff and managers.

19.5. The Manager Risk and Assurance is responsible for:

- i. Understanding and applying the procedure as the receiver of a protected disclosure Investigating and/or providing advice to the Secretary on serious wrongdoing.
- ii. Investigation and/or providing advice to the Secretary on serious wrongdoing.
- iii. Providing reminders about the procedure via the Intranet at regular intervals. Investigating and/or providing advice to the Secretary on serious wrongdoing.
- iv. Maintaining the duty of confidentiality throughout the process of dealing with a protected disclosure.
- v. Reviewing the procedures at regular intervals.
- vi. The Manager Legal Services is responsible for:
- vii. Providing advice into disclosures of serious wrongdoing where appropriate.

## 20. Document Approval

20.1. This document was approved by the Deputy Secretary, Critical Projects & Governance of Te Puni Kōkiri to be implemented from 19 December 2022 and replaces all earlier policies and procedures on protected disclosures.

## 21. Related Documents

21.1. [Fraud, Corruption and Theft Policy](#)

## Appendix 1

### 1. Disclosure of Serious Wrongdoing

- 1.1. To enable an appropriate investigation into the disclosure, the following information should be included in all Disclosures of Serious Wrongdoing and addressed to the Disclosure Officer or your manager. Refer to item 5.
- i. Describe the nature of the incident. What is the serious wrongdoing?
  - ii. *Please give full details. Identify where you believe the wrongdoing is in accordance with the definition in the Act (See Protected Disclosure Policy) or seek advice from the Manager Legal Services. Nature of allegations, relevant dates, names of persons involved and other witnesses, the area and location of the incident and any other relevant information should also be provided*
  - iii. When did it occur and over what period of time?
  - iv. When did you become aware of this?
  - v. List the supporting evidence can you provide and provide any supporting attachments.
  - vi. What else do you know that would help any investigation?
  - vii. Should you wish to remain anonymous, provide sufficient evidence to enable your 'employee' status to be verified.

### 2. Declaration:

2.1. In making this disclosure, I understand:

- i. I will receive immunity from criminal and civil proceedings that may result from this disclosure provided I have not acted in bad faith in making the disclosure.
- ii. If I suffer any retaliation or victimisation by Te Puni Kōkiri as a result of making this disclosure, I can take a personal grievance under the Employment Relations Act, 2000, or make a complaint under the Human Rights Act 1993.
- iii. I can refer my protected disclosure to an appropriate authority at any time.
- iv. I acknowledge that Te Puni Kōkiri will use its best endeavours not to disclose information that might identify me unless:
  - a. I consent in writing to the disclosure of that information; or
  - b. The person who has acquired knowledge of the protected disclosure reasonably believes that disclosure of identifying information:
    - i. is essential to the effective investigation of the allegations in the protected disclosure; or
    - ii. is essential to prevent serious risk to public health, public safety, the health and safety of any individual, or the environment; or
    - iii. is essential to comply with the principles of natural justice.
    - iv. is essential to an investigation by a law enforcement or regulatory agency for the purpose of law enforcement.
- v. Before releasing the identifying information for reason (b)(i) or (iii) above, Te Puni Kōkiri will consult with you. Before releasing the identifying information for reason (b)(ii) or (iv) above, Te Puni Kōkiri will consult with you unless consultation is not practicable.
- vi. If I suffer an interference of privacy if there is a release of information which identifies me as the discloser, I can make a complaint under the Privacy Act 2020.
- vii. I understand that if I choose not to identify myself in this disclosure that I will not be able to receive any further information or updates on the progression of this disclosure.

Name (optional):

Date:

# Kaupapa Whakaritenga Ārai

## Whākinga

### Protected Disclosures Policy & Procedure



Te Puni Kōkiri  
MINISTRY OF MĀORI DEVELOPMENT

## 1. Why we have this policy | Ko Te Pūtake o tēnei Kaupapa

- 1.1. The Protected Disclosures (Protection of Whistleblowers) Act 2022 (the Act) requires all public sector agencies to have internal procedures for receiving and handling protected disclosures.
- 1.2. The Act encourages disclosures to be made within the organisation first, so that they can be investigated and addressed. It also provides protection so that employees can disclose their concerns in confidence and without fear.
- 1.3. This document outlines how Te Puni Kōkiri will facilitate the disclosure and proceed with a timely investigation of matters of serious wrongdoing in accordance with the Act.

## 2. Policy | Kaupapa

- 2.1. Our values at Te Puni Kōkiri, particularly Manaakitanga, require all kaimahi to act with integrity and treat others with respect. It is expected that all kaimahi display good judgement to enhance trust, respect and uphold the reputation of Te Puni Kōkiri.
- 2.2. Should you find yourself in a situation where you discover or believe you have encountered serious wrongdoing in the workplace, you are strongly encouraged to report this information.
- 2.3. We also encourage and enable you to raise serious concerns within Te Puni Kōkiri in the first instance. Further, there are external reporting avenues available as an option should kaimahi not feel comfortable disclosing a matter to management.
- 2.4. All kaimahi are assured that Te Puni Kōkiri maintains a strong commitment to confidentiality and that you can raise concerns about wrongdoing within Te Puni Kōkiri without fear of victimisation, subsequent discrimination, disadvantage, or dismissal where you have made a disclosure in good faith.
- 2.5. We recognise that employees who report wrongdoing are helping to promote integrity, accountability and good management within our organisation, and that reporting is highly valued.

## 3. Words with specific meaning

- 3.1. In this document, some words have a specific meaning. These are outlined below.
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- 3.4. A '**serious wrongdoing**' is prescribed by the Act. This includes any act, omission, or course of conduct in, or by, Te Puni Kōkiri that is 1 or more of the following:
  - i. an offence:
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- a. public health; or
  - b. public safety; or
  - c. the health or safety of any individual; or
  - d. the environment:
- iii. a serious risk to the maintenance of law, including—
- a. the prevention, investigation, and detection of offences; or
  - b. the right to a fair trial:
- iv. an unlawful, a corrupt, or an irregular use of public funds or public resources:
- v. oppressive, unlawfully discriminatory, or grossly negligent, or that is gross mismanagement, and is done (or is an omission) by—
- a. an employee: or
  - b. a person performing (or purporting to perform) a function or duty or exercising (or purporting to exercise) a power on behalf of Te Puni Kōkiri or the Government.

3.5. A **'discloser'** means an individual who is (or was formally) -

- i. an employee:
- ii. a secondee to Te Puni Kōkiri:
- iii. engaged or contracted under a contract for services to do work for Te Puni Kōkiri:
- iv. concerned in the management of Te Puni Kōkiri;
- v. a volunteer working for Te Puni Kōkiri without reward or expectation of reward for that work.

3.6. A **'disclosure of information'** is a 'protected disclosure' if the discloser-

- i. believes on reasonable grounds that there is, or has been, serious wrongdoing in or by Te Puni Kōkiri; and
- ii. discloses information about that in accordance with the Act; and
- iii. does not disclose it in bad faith.

3.7. A **'receiver'** means the receiver of a protected disclosure who is either-

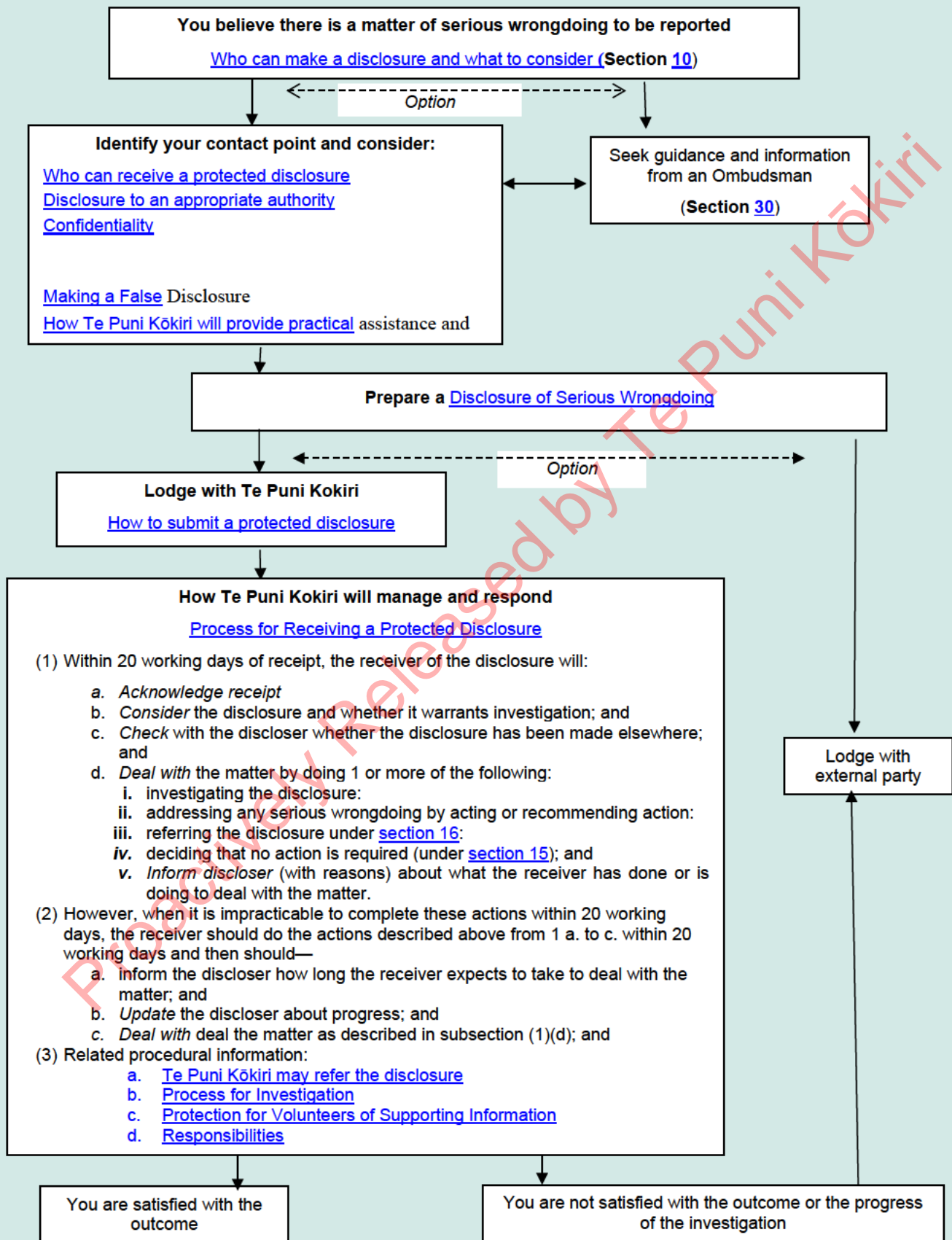
- i. Te Puni Kōkiri; or
- ii. an appropriate authority.

Proactively Released by Te Puni Kōkiri



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  - iv. an employee's Manager
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- 6.5. A manager may report the disclosure to the Secretary or Deputy Secretary rather than the Disclosure Officer if:
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  - ii. the manager believes, on reasonable grounds, that it is not appropriate to report to the Disclosure Officer, because of the Disclosure Officer's relationship or association with the alleged wrongdoer.

## 7. Disclosure to an appropriate authority

- 7.1. A protected disclosure may be made to an external 'appropriate authority' at any time and will be protected under the Act. This applies whether or not the discloser has also made the disclosure to Te Puni Kōkiri or another appropriate authority.
- 7.2. A disclosing employee may make their protected disclosure to an appropriate authority if the Secretary may be involved or associated with the serious wrongdoing alleged.
- 7.3. A list of appropriate authorities is contained in [Section 25](#) of the Act. Without limiting the meaning of the term, an 'appropriate authority' includes:
  - i. the head of any public sector organisation; and
  - ii. any Officer of Parliament; and
  - iii. the membership body of a particular profession, trade, or calling with the power to discipline its members.
- 7.4. As an 'Officer of Parliament,' the Ombudsman is an 'appropriate authority' under the Act. An employee is therefore entitled under the Act to make a protected disclosure to the Ombudsman at any time.
- 7.5. As an 'Officer of Parliament,' the Ombudsman is an 'appropriate authority' under the Act. An employee is therefore entitled under the Act to make a protected disclosure to the Ombudsman at any time.

- 7.6. A list of examples of appropriate authorities for various concerns is contained in Schedule 2 of the Act. For example, WorkSafe could be an appropriate authority for a work-related bullying or harassment concern. For a criminal matter, the Commissioner of Police could be the appropriate authority.
- 7.7. An appropriate authority **does not** include a Minister of the Crown or a Member of Parliament or a member of the media.
- 7.8. As a starting point, employees should usually make internal disclosures of serious wrongdoing rather than external disclosures. This provides an opportunity for Te Puni Kōkiri to become aware of and appropriately respond to matters of wrongdoing, enables robust, thorough, and fair investigation, and creates an opportunity for senior management to carry through the stated commitment to deal with all matters of serious wrongdoing.
- 7.9. With the consent of the disclosing employee, an Ombudsman may take over Te Puni Kōkiri's investigation if the Ombudsman considers that insufficient progress has been made. An Ombudsman may also investigate, in conjunction with Te Puni Kōkiri, and/or take on a co-ordination role if a disclosure has already been made to another person or body. An Ombudsman may also review or guide any investigation of a protected disclosure.
- 7.10. With the consent of the disclosing employee, the Ombudsman may also escalate a protected disclosure to a Minister. The Ombudsman may refer the protected disclosure to a Minister if they believe that Te Puni Kōkiri, or an appropriate authority, has not followed the right procedure, or not addressed the wrongdoing.

## 8. Confidentiality

- 8.1. Every person to whom a protected disclosure is made or referred must use his or her best endeavours to keep confidential any information that might identify the employee who made the protected disclosure unless
- 8.2. Every person to whom a protected disclosure is made or referred must use his or her best endeavours to keep confidential any information that might identify the employee who made the protected disclosure unless:
  - i. The employee consents in writing to the disclosure of identity; or
  - ii. The person who has acquired knowledge of the protected disclosure believes that disclosure of identifying information:
    - a. is essential to the effective investigation of the allegations; or
    - b. is essential to prevent serious risk to public health or public safety or the environment; or
    - c. is essential to the principles of natural justice; or
    - d. is essential to an investigation by a law enforcement or regulatory agency for the purpose of law enforcement.
- 8.3. A person considering disclosing any of the above information must seek internal legal advice from Te Puni Kōkiri's legal services team before releasing information on any of those grounds.
- 8.4. This standard of confidentiality can be met if the disclosure, when received, is dealt with appropriately.
- 8.5. This standard of confidentiality can be met if the disclosure, when received, is dealt with appropriately.
- 8.6. There is the added protection of confidentiality under the Act through the Privacy Act 2020. The release of information that might identify the discloser is an interference with the privacy of an individual for the purposes of Part 5 of the Privacy Act 2020 if the release breaches the confidentiality section of the Act. If a complaint is made, the receiver, who may be Te Puni Kōkiri, will have the onus of proving that the release is authorised based on the grounds listed in section 17(2) of the Act.
- 8.7. Confidentiality is also protected under the Act by the withholding of official information. A receiver must refuse a request for information under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 as contrary to the Act if the information might identify the discloser of a protected disclosure.

## 9. Making a False Disclosure

- 9.1. Disclosures must be genuine and made in good faith. An employee who makes a disclosure under the Act knowing it is false or made in bad faith is liable to criminal or civil proceedings.

## 10. How to submit a protected disclosure

- 10.1. A disclosure of serious wrongdoing within Te Puni Kōkiri is to be made by completing the provided online form or by writing and submitting to the appropriate person by email (Arahia.Wade@tpk.govt.nz) Should you wish to remain anonymous you can post to the role you have selected from item 6:

**[insert role title here]**

Private and Confidential

Te Puni Kōkiri

Ministry of Māori Development

P O Box 3943

WELLINGTON 6140

- 10.2. Refer to Appendix 1. Disclosure of Serious Wrongdoing for the format that is useful, and information required when making a disclosure to enable assessment and further investigation where appropriate.
- 10.3. It is important to include as much detail and supporting information as available to substantiate and support any future action.

## 11. Process for Receiving a Protected Disclosure

- 11.1. Procedures for receiving and dealing with information about serious wrongdoing must comply with natural justice.
- 11.2. The person who receives the disclosure, if satisfied that an employee has provided it, should immediately notify the Secretary (unless the Secretary is implicated or involved in the wrongdoing).
- 11.3. Within 20 working days of receipt the receiver of the disclosure will:
  - i. Acknowledge to the discloser the date the disclosure was received (and, if the disclosure was made orally, summarise the receiver's understanding of the disclosure); and
  - ii. Consider the discloser and whether it warrants investigation; and
  - iii. Check with the discloser whether the disclosure has been made elsewhere (and any outcome); and
  - iv. Deal with the matter by doing one or more of the following:
    - a. investigating the disclosure;
    - b. addressing any serious wrongdoing by acting or recommending action;
    - c. referring the disclosure under section 16;
    - d. deciding that no action is required under section 15; and
  - v. Inform the discloser (with reasons) about what the receiver has done or is doing to deal with the matter in accordance with paragraph iv. above.
- 11.4. However, when it is impracticable to complete these actions within 20 working days, the receiver will complete the actions as described in subsection 11.3 i. to iii. within 20 working days and thereafter:
  - i. Inform the discloser how long the receiver expects to take to deal with the matter; and
  - ii. Appropriately update the discloser about progress; and
  - iii. Deal with the matter as described in 11.3 iv.; and
  - iv. Inform the discloser (with reasons) about what the receiver has done or is doing to deal with the matter in accordance with 11.3 iv.
- 11.5. If Te Puni Kōkiri does not accept that the allegation is a protected disclosure, the information will still be investigated in accordance with Te Puni Kōkiri's internal procedures. All reasons for not accepting the disclosure as a protected disclosure will be explained to the discloser.

- 11.6. The Secretary, Deputy Secretary, or manager may decide that no action is required. If this decision is made, the employee will be informed of the decision and the supporting reasons. Appropriate reasons include: the length of time between the alleged serious wrongdoing and the disclosure makes an investigation impracticable or undesirable; or the matter is better addressed by other means.
- 11.7. The Secretary will determine whether it is possible to keep the name of employee who provided the information confidential in accordance with the Act's criteria.
- 11.8. The Secretary or the Disclosure Officer may request further information from the employee and will keep the discloser informed.

## 12. Te Puni Kōkiri may refer the disclosure

- 12.1. Te Puni Kōkiri as a receiver may also choose to refer the protected disclosure to an appropriate authority. Before the referral, Te Puni Kōkiri will consult the discloser and the intended recipient of a referral. The authority that receives a referral then becomes the receiver. A disclosure may be referred on more than one occasion.

## 13. Process for Investigation

- 13.1. The process for investigating any disclosure of serious wrongdoing will follow Te Puni Kōkiri's internal procedures for investigating employment related matters.
- 13.2. Investigations of serious wrongdoing must be handled with extreme care and sensitivity. All parties will be given adequate notice of any meeting to discuss the issues raised and have time to prepare. They have the opportunity to be heard and have the right to representation or a support person. The person in charge of the investigation will act independently, be unbiased and will either:
  - i. Carry out the investigation; or
  - ii. Appoint another employee to carry out the investigation; or
  - iii. Instruct an external authority; or
  - iv. Where a criminal offence is probable or possible, refer it either to the Police or the Serious Fraud Office as the case may be.
- 13.3. Where a disclosure is made internally, Te Puni Kōkiri may decide that no action is required and will inform the discloser for the reasons why. The reasons that it may be appropriate for deciding that no action is required include that:
  - i. The person disclosing or the disclosure does not fit the definitions of either discloser (section 8), protected disclosure (section 9) or serious wrongdoing (section 10);
  - ii. The length of time between the alleged serious wrongdoing and the disclosure makes the investigation impracticable or undesirable; or
  - iii. The matter is better addressed by other means. Should this be the case, details will be specified in the response to the discloser.
- 13.4. All conversations relating to protected disclosure will be carried out in a manner that maintains confidentiality.
- 13.5. All documents and records relating to the disclosure will also be kept secure in a restricted file.
- 13.6. The Disclosure Officer will keep a record of who within Te Puni Kōkiri has access to these files.
- 13.7. Hardcopy documents will also be kept in a secure place and disposed of in accordance with Te Puni Kōkiri's Record Disposal Schedule.
- 13.8. These steps will ensure Te Puni Kōkiri meets the duty of confidentiality throughout the protected disclosure procedure.
- 13.9. As part of any internal investigation, the investigator will initially meet with the employee alleged to be involved to:
  - i. Advise that the employee may have representation prior to making any statement or comment on the issues and that they may have a representative at all meetings.
  - ii. Set out the allegation.
  - iii. Inform the employee that a thorough investigation into the facts will take place.
  - iv. Advise the seriousness of the matter and possible consequences.
  - v. Inform the employee of the investigation process.
  - vi. The investigator will then commence gathering evidence.

- 13.10. Where a disciplinary procedure is to be carried out, it will be conducted in accordance with Te Puni Kōkiri's internal procedures dealing with misconduct and unsatisfactory performance.
- 13.11. Where the investigator refers the matter to the Police or other law enforcement agency, an investigation within Te Puni Kōkiri may not begin until the Police investigation and any prosecution has concluded.

## 14. **How Te Puni Kōkiri will provide practical assistance and advice to the discloser**

- 14.1. The disclosing employee may have a support person present at any meeting to discuss the protected disclosure.
- 14.2. Where circumstances allow, the investigator will endeavour to inform the disclosing employee of progress in the investigation and resolution of the disclosure.
- 14.3. The Act provides for the discloser to seek information and guidance from an Ombudsman where the employee notifies the Office of the Ombudsmen that a disclosure is being considered or has been made. The Disclosure Officer will, on request, assist the employee with contacting the Ombudsman and will be available to discuss the Ombudsman's advice with the employee.
- 14.4. An employee of Te Puni Kōkiri may also access the Employment Assistance Programme (EAP), a confidential counselling service that provides short term, problem-solving counselling, and support. As this service is confidential, any information discussed through this forum is not available to the disclosure process and/or any resulting investigation. This service is provided solely as a confidential support mechanism for the employee.

## 15. **Protections for the Discloser**

- 15.1. Te Puni Kōkiri has obligations under the Act to ensure the protection of the discloser. This includes the obligations to not retaliate or treat the discloser less favourably as an employee. If retaliation has occurred, or has been threatened, the employee will have a personal grievance under section 101(1)(k) of the Employment Relations Act 2000. If an employee (or relative or associate of the employee) believes they have been treated less favourably this can be classified as victimisation. If victimisation has occurred, this will be unlawful under section 66(3) of the Human Rights Act 1993.
- 15.2. A discloser who makes a protected disclosure or a receiver who refers a protected disclosure will be immune from civil, criminal and disciplinary proceedings because of making or referring the disclosure.
- 15.3. It is not possible to contract out of the Act. Any provision in any agreement or contract has no effect if it apparently requires a person to do any of the following:
- not to disclose serious wrongdoing that is, or could be a protected disclosure.
  - not to disclose information that could support, or relate to, a protected disclosure.
  - to withdraw a protected disclosure.
  - to abandon a protected disclosure.
  - to make a disclosure of serious wrongdoing in a way that is inconsistent with the Act.

## 16. **Protection for Volunteers of Supporting Information**

- 16.1. An employee who volunteers supporting information is entitled to protections that require employers not to retaliate or treat the employee less favorably (sections 20, 21 and 22).
- 16.2. The employee who volunteers supporting information is also immune from civil and criminal proceedings (section 23).

## 17. **Anonymous Disclosures**

- 17.1. Anonymous disclosures can be made where there is sufficient evidence made available to verify that the person making the disclosure is an employee.
- 17.2. Employees need to be aware that in some circumstances it will not be possible to pursue an anonymous disclosure, for example where further information is required but cannot be obtained.

17.3. In addition, any employee who makes an anonymous disclosure will not be provided any further information once an anonymous disclosure is made.

## 18. Publication of Procedure

18.1. The Act requires this procedure to be established and published. This procedure will be placed on the Intranet and reminders will also be published through the Intranet.

## 19. Responsibilities

19.1. The Secretary is accountable for:

Receiving and dealing with information about serious wrongdoing at Te Puni Kōkiri in accordance with the Act.

19.2. Managers are accountable for:

- i. Ensuring that employees are aware of the internal procedure for receiving and dealing with information about serious wrongdoing at Te Puni Kōkiri in accordance with the Act.
- ii. Ensuring that employees have information on how to use the procedure.
- iii. Understanding and applying the procedure as the receiver of a protected disclosure.

19.3. Employees are responsible for:

- i. Ensuring that any disclosures of serious wrongdoing at Te Puni Kōkiri are made in accordance with the Act.
- ii. Disclosing information in accordance with Te Puni Kōkiri's internal procedure for receiving and dealing with information about serious wrongdoing, outlined here.

19.4. The Critical Projects and Governance Puni is responsible for:

Ensuring that the process and information on how to use the procedure for disclosures is incorporated into the Induction Guidelines for all staff and managers.

19.5. The Manager Risk and Assurance is responsible for:

- i. Understanding and applying the procedure as the receiver of a protected disclosure Investigating and/or providing advice to the Secretary on serious wrongdoing.
- ii. Investigation and/or providing advice to the Secretary on serious wrongdoing.
- iii. Providing reminders about the procedure via the Intranet at regular intervals. Investigating and/or providing advice to the Secretary on serious wrongdoing.
- iv. Maintaining the duty of confidentiality throughout the process of dealing with a protected disclosure.
- v. Reviewing the procedures at regular intervals.
- vi. The Manager Legal Services is responsible for:
- vii. Providing advice into disclosures of serious wrongdoing where appropriate.

## 20. Related Documents

20.1. [Fraud, Corruption and Theft Policy](#)

20.2. [www.ombudsman.parliament.nz/resources](http://www.ombudsman.parliament.nz/resources)

## 21. Review & Approval

21.1. This policy shall be subject to periodic review to ensure its continued effectiveness and relevance.

21.2. The policy will be reviewed as required or within a timeframe of four years from the date of approval.

21.3. Until a new version is approved, the current version shall remain in effect and govern the relevant operations and procedures.

Version control

Version	Date	Author	Description	Approved By
1.0	19/02/2022	Arahia Wade Manager		Hugh McAslan

		Risk & Assurance		Deputy Secretary Critical Projects & Governance
1.1	22/02/2024	Arahia Wade Manager Risk & Assurance	Incorporated items: <ul style="list-style-type: none"> <li>established an online form and provided a direct email contact</li> <li>updated the Review &amp; Approval process including version control</li> <li>Addition of Ombudsman Guidance link</li> </ul>	Hugh McAslan Deputy Secretary Critical Projects & Governance

Proactively Released by Te Puni Kōkiri



## Appendix 1

### 1. Disclosure of Serious Wrongdoing

1.1. To enable an appropriate investigation into the disclosure, the following information should be included in all Disclosures of Serious Wrongdoing and addressed to the Disclosure Officer or your manager. Refer to item 5.

- i. Describe the nature of the incident. What is the serious wrongdoing?
- ii. *Please give full details. Identify where you believe the wrongdoing is in accordance with the definition in the Act (See Protected Disclosure Policy) or seek advice from the Manager Legal Services. Nature of allegations, relevant dates, names of persons involved and other witnesses, the area and location of the incident and any other relevant information should also be provided*
- iii. When did it occur and over what period of time?
- iv. When did you become aware of this?
- v. List the supporting evidence can you provide and provide any supporting attachments.
- vi. What else do you know that would help any investigation?
- vii. Should you wish to remain anonymous, provide sufficient evidence to enable your 'employee' status to be verified.

### 2. Declaration:

2.1. In making this disclosure, I understand:

- i. I will receive immunity from criminal and civil proceedings that may result from this disclosure provided I have not acted in bad faith in making the disclosure.
- ii. If I suffer any retaliation or victimisation by Te Puni Kōkiri as a result of making this disclosure, I can take a personal grievance under the Employment Relations Act, 2000, or make a complaint under the Human Rights Act 1993.
- iii. I can refer my protected disclosure to an appropriate authority at any time.
- iv. I acknowledge that Te Puni Kōkiri will use its best endeavours not to disclose information that might identify me unless:
  - a. I consent in writing to the disclosure of that information; or
  - b. The person who has acquired knowledge of the protected disclosure reasonably believes that disclosure of identifying information:
    - i. is essential to the effective investigation of the allegations in the protected disclosure; or
    - ii. is essential to prevent serious risk to public health, public safety, the health and safety of any individual, or the environment; or
    - iii. is essential to comply with the principles of natural justice.
    - iv. is essential to an investigation by a law enforcement or regulatory agency for the purpose of law enforcement.
- v. Before releasing the identifying information for reason (b)(i) or (iii) above, Te Puni Kōkiri will consult with you. Before releasing the identifying information for reason (b)(ii) or (iv) above, Te Puni Kōkiri will consult with you unless consultation is not practicable.
- vi. If I suffer an interference of privacy if there is a release of information which identifies me as the discloser, I can make a complaint under the Privacy Act 2020.
- vii. I understand that if I choose not to identify myself in this disclosure that I will not be able to receive any further information or updates on the progression of this disclosure.

# Kaupapa Here Kaimahi - Tikanga Whanonga Code of Conduct



Te Puni Kōkiri  
MINISTRY OF MĀORI DEVELOPMENT

## Why we have this policy | Ko Te Pūtake o tēnei Kaupapa Here

1. The New Zealand public should be able to expect the highest standards of honesty and integrity from people who work at Te Puni Kōkiri. It is essential that we act and are seen to act ethically, honestly and in a way that is consistent with the laws of New Zealand.
2. This Code of Conduct (the Code) together with "Our Values" and the Standards of Integrity and Conduct issued by the Public Services Commissioner in June 2007 collectively set out the standards of behavior and conduct that are expected of all Te Puni Kōkiri employees.
3. The Code provides us with one of the tools we have for determining the correct way to act, providing us with guidance in our day to day work and at other times when we face difficult situations. By working and acting ethically and with integrity we increase and maintain the confidence that our stakeholders, the public and our colleagues have in us individually and as an organisation.

## Policy | Kaupapa Here

### Political neutrality and support for the government

4. *As public servants we have obligations to the government. As employees we assist Te Puni Kōkiri to provide advice to the Government and government agencies on strategic policy issues aimed to improve Māori wellbeing and Māori development.*
5. Te Puni Kōkiri serves the government of the day but must also be able to effectively serve successive governments that may have different policies. To be effective in our work for Te Puni Kōkiri we must be seen to be politically neutral. This enables current Ministers to have confidence in Te Puni Kōkiri, and also allows the Ministry to build relationships with future Ministers.
6. We have a responsibility to provide (or support those who provide) honest, impartial, comprehensive and timely advice to Ministers. We must alert our Minister to the consequences or possible consequences of particular policies. We must not seek to undermine or improperly influence government policy. We must ensure that our personal beliefs, values or views (including those of a political nature) do not limit or influence the advice we provide.
7. We must not comment publicly, express an opinion in a public forum, or make comments in private where these could become public in relation to any work performed by Te Puni Kōkiri, unless specifically authorised to do so. Even if the opinion is unrelated to our work duties and responsibilities, others, such as members of the public, may interpret us as speaking on behalf of Te Puni Kōkiri. Senior employees who have regular contact with Ministers ought not to publicly express any view either for or against the policies of the Government of the day.
8. If we take part in events of a political nature outside of work, we must ensure that our participation cannot be construed as being in official Te Puni Kōkiri capacity or on behalf of Te Puni Kōkiri unless expressly authorised to do so.
9. If unsure whether our personal political activities conflict with our obligations of political neutrality, we should discuss any proposed actions with our manager.

### Honesty and efficient use of resources

10. *The public has a right to expect that we will safeguard its interests, provide services honestly and effectively, and manage public resources responsibly.*
11. As employees we have a duty to be trustworthy and honest when performing our work duties. We are accountable for our actions and decisions and must correct any errors as soon as possible.
12. We must act lawfully and impartially at all times. We must reject and report any illegal or unethical inducement or bribe offered to us to act in a way favourable to any person.

13. It is our responsibility to ensure that we are aware of our levels of delegation (if any). We must not take actions that are beyond the limits of our delegated authority. We must not exploit or abuse any power or authority accorded to us. We must not create any liability or enter into any contract, agreement or transaction on behalf of Te Puni Kōkiri unless we are authorised to do so.
14. We must use Te Puni Kōkiri property, equipment, funds and other resources efficiently and with due care. We must ensure Te Puni Kōkiri property, equipment, funds and other resources are not used for anything other than authorised purposes.
15. We must be honest and forthright in reporting any payments or benefits we receive that we are not entitled to. We must not 'double dip' on rewards and benefits.

#### **Fair and professional service**

16. *We must ensure that our services are provided fairly and equitably to all users. Our aim is to provide the best service we can.*
17. When dealing with kaitono and the general public, we must treat all people fairly, equally and respectfully, recognising their dignity and worth. We must be impartial, unbiased, unprejudiced, fair and just.
18. We must maintain professional standards of behaviour, language and dress.
19. We must not discriminate in favour of or against people we come into contact with on a professional basis on the grounds of gender, sexual orientation, marital or family status, age, race, colour, ethnic or national origins, disability, employment status, religious or ethical belief or political opinion.
20. We must not let our personal beliefs or values influence how we provide Te Puni Kōkiri services. We must not give preferential service to any person, group, or organisation with whom we have a relationship or connection, whether directly or indirectly.
21. Te Puni Kōkiri will not tolerate violence, bullying, sexual harassment, racial harassment, or any other kind of harassment.
22. We must keep up to date with policies, procedures, Acts and Regulations that regulate our work and observe the requirements that apply to us. We must also be aware of and observe legal and other processes that relate to our duties.
23. We are each responsible for maintaining the qualifying criteria for any occupational requirements of our individual position, such as a driver's licence, practising certificate, or membership of a professional association. We must comply with any codes of ethics or professional practice that apply to our profession. The loss or suspension of any occupationally required qualification may result in our employment being terminated.

#### **Conflicts of interest and compromise of integrity**

24. *A conflict of interest arises when personal interests compromise or appear to compromise our responsibilities to Te Puni Kōkiri. It is important any actual, perceived or potential conflicts of interest are declared at the earliest possible opportunity. The following obligations must be read alongside the Te Puni Kōkiri Conflicts of Interest Policy.*
25. We must perform our duties honestly and impartially. We must not be involved in any personal, financial, or professional situations that might compromise our integrity or otherwise cause a conflict, or a perceived conflict, between our personal interests and our responsibilities to Te Puni Kōkiri, Ministers or the public.
26. We must not use our position in Te Puni Kōkiri for personal gain or to advantage or benefit any other person or organisation with whom we have a relationship or connection, whether directly or indirectly.
27. If we find ourselves in a situation where we have or could appear to have a conflict of interest (no matter how remote), we must declare the conflict to our manager as soon as possible. Our manager will be responsible for deciding the action required to resolve or manage the situation. Similarly, we must advise our manager of any situation where our personal circumstances may or may appear to compromise our ability to meet our responsibilities to Te Puni Kōkiri.
28. Many situations of conflict or compromise can be managed, avoided, or resolved, for example by transferring a duty to another employee not affected by the particular circumstances.
29. The acceptance of gifts, favours and hospitality may be, or be seen to be, an inducement that puts us under an obligation to someone else or the organisation they represent. If we are offered a gift, a favour or hospitality, it is our responsibility to ensure:
  - a. no conflict of interest, or appearance of conflict of interest, arises or could arise as a result of acceptance; and

- b. neither you nor Te Puni Kōkiri could be exposed or compromised in any way by acceptance of the offer; and applicable cultural norms are followed to avoid causing offence.
  - c. The Te Puni Kōkiri Gift Policy provides guidance and procedures for kaimahi for the giving and receiving of gifts and hospitality whilst employed at Te Puni Kōkiri.
30. We are entitled to undertake secondary employment (including self-employment), hold a community office, do voluntary work, or have a financial interest in a company or organisation. However, this must not conflict with our official duties, must be done wholly in our own time, must not use Te Puni Kōkiri resources and must not adversely affect our efficiency or performance in our work for Te Puni Kōkiri. We must obtain our manager's approval before undertaking secondary employment.
31. If you are not sure whether a situation could constitute a conflict of interest or compromise of integrity, seek guidance from your manager.

#### **Respect for colleagues and the workplace**

32. *As employees of Te Puni Kōkiri we have a responsibility to carry out our duties to the best of our abilities. We must respect the rights of others and not act or behave in a way that will impair our work performance or that of our colleagues.*
33. We are required to follow all reasonable instructions given to us.
34. We must actively keep ourselves informed of and abide by all Te Puni Kōkiri policies, procedures and instructions that relate to our employment. Te Puni Kōkiri policies and procedures are generally accessible through the Te Puni Kōkiri intranet.
35. We must treat our colleagues and employees with respect and uphold their dignity. Te Puni Kōkiri will not tolerate violence, sexual harassment, racial harassment, or any other kind of harassment of employees.
36. We must treat our colleagues and employees fairly, equitably and professionally. We must not discriminate between people on the basis of gender, sexual orientation, marital or family status, age, ethnicity, disability, employment status, or religious, political or ethical belief.
37. Te Puni Kōkiri is committed to observing the principles of the Treaty of Waitangi, valuing diversity and providing equal employment opportunities. We are required to support Te Puni Kōkiri in its recognition of the aims and aspirations of Māori, ethnic and minority groups, and the employment needs of Māori, women and people with disabilities.
38. We must work safely and take all practicable steps to ensure that our actions or inactions do not cause ourselves or our colleagues to be injured or become ill. We must comply with Te Puni Kōkiri occupational safety and health requirements, processes and policies.
39. We must not act in a way that might cause distress to our colleagues, compromise their safety, interfere with their ability to carry out their duties or otherwise disrupt the workplace. We must attend work in a fit state to perform our duties to the required standard and not under the influence of alcohol, drugs or solvents. We must use an appropriate standard of language.
40. We must be open and honest regarding matters that are relevant to our employment. We must not withhold or misrepresent information about our conduct, our relationship to other Te Puni Kōkiri employees or service users, our suitability for ongoing employment or our ability to perform our employment duties.
41. We are expected to foster and maintain effective working relationships with our colleagues, employees, and managers. We must give our full commitment to the performance of our duties during our working hours, and we must perform our duties in a timely manner. We must not be absent from work during hours of work without proper authorisation.

#### **Protection and proper use of information**

42. *We have a duty to respect and protect information so that our Ministers, colleagues, clients, and users have confidence in the services we provide. We must use information for its intended purpose only. We must comply with all our legislative requirements regarding information.*
43. We must take proper care with the use, exchange, storage, disclosure and disposal of all information (whether in electronic or written form) to ensure it remains secure at all times and is used only for its intended purpose. We must take all reasonable steps to prevent information we have access to being accessed by unauthorised people.
44. We must not access information held on the Te Puni Kōkiri computer network, physical files or any other place unless we have a legitimate work-related reason for such access.

45. We must not under any circumstances access information for personal reasons or out of curiosity. We must not access information relating to ourselves, our family members, friends, people we know, or organisations we belong to or have a connection with. If we consider that we have a legitimate work related reason for accessing information about people or groups we are affiliated or connected with, we should refer to the Conflict of Interest and Compromise of Integrity section of the Code and obtain approval from our manager before taking any further action.
46. We must observe others' right to privacy and confidentiality and not breach these rights. This means that we must only disclose information held by the Te Puni Kōkiri to people lawfully entitled to receive that information and only where we are authorised to make such disclosures as part of our duties.
47. We are only permitted to access personal information about a Te Puni Kōkiri employee for an authorised purpose related to our work duties. If we are unsure whether a person requesting Te Puni Kōkiri information is lawfully entitled to receive that information we should refer the matter to our manager.
48. We must not disclose advice given to any Minister or use, comment about or reveal any information gained in our official capacity or as a result of our employment that is not already widely known to the general public, unless this is a requirement of our job, or we are specifically authorised to do so.
49. Te Puni Kōkiri is required to release certain information if requested. Where a request is received, information must be released:
  - a. in accordance with the requirements of the Official Information Act 1982, the Privacy Act 2020 or other applicable statute; and
  - b. by employees specifically authorised to disclose requested information on behalf of Te Puni Kōkiri.
50. Under the Protected Disclosures Act (Protection of Whistleblowers) 2022 you are entitled to report any serious wrongdoing you become aware of in Te Puni Kōkiri. If you are unsure whether a person requesting Te Puni Kōkiri information is lawfully entitled to receive that information you should refer the matter to your manager.
51. If your disclosure is made in accordance with Te Puni Kōkiri Protected Disclosures Policy, you will receive the protections provided for under the Act.
52. Only employees who are specifically authorised to speak on behalf of Te Puni Kōkiri are permitted to make statements to or respond to enquiries from the media regarding government policies or the business or activities of the Ministry.
53. Our obligations of confidentiality continue after our employment or engagement with Te Puni Kōkiri ends.
54. Te Puni Kōkiri has the right, without limitation, to monitor use of Te Puni Kōkiri information and communication technology equipment and systems. This includes the right to access our personal communications and monitor our internet use.
55. We must use Te Puni Kōkiri computer and telephone system in accordance with information and communication technology policies and processes. We must choose a safe computer password and not disclose it to others. We must take all reasonable steps to prevent unauthorised access to electronically held information.

#### **Personal activities**

56. *Our actions outside of work must not bring Te Puni Kōkiri into disrepute or otherwise breach the Code of Conduct.*
57. We must not take part in any activity or behave outside of work in a way that could:
  - a. harm the relationship between Te Puni Kōkiri and the government.
  - b. harm the reputation of Te Puni Kōkiri or public confidence in Te Puni Kōkiri.
  - c. reflect negatively on Te Puni Kōkiri or on ourselves as employees of Te Puni Kōkiri.
58. When expressing ourselves publicly, there are a range of common-sense actions we can take to prevent others from interpreting our comments or statements as being made on behalf of the Te Puni Kōkiri, including but not limited to:
  - a. not making statements that we are employed by Te Puni Kōkiri.
  - b. being clear that our statements are made solely in our personal or union capacity.
  - c. not using Te Puni Kōkiri logo, insignia, letterhead, uniforms, or email addresses.

59. We must not behave outside of work in a way that could harm our working relationships with our colleagues. This includes, but is not limited to, behaviour that could constitute any form of harassment that occurs outside of the workplace or outside of working hours.
60. Te Puni Kōkiri expects that the people it employs will comply with the law. Employees who commit a criminal offence may harm the public confidence held in Te Puni Kōkiri or may otherwise render them unsuitable for ongoing employment. We are expected to act lawfully at all times, both in our employment and in our private lives to maintain the integrity and confidence in the public system.
61. If you are charged with or convicted of any criminal offence (except an infringement offence) or become subject to any court order in relation to a criminal matter you must inform your manager at the earliest possible opportunity. All criminal offences proven to have been committed by Te Puni Kōkiri employees will be of concern, but those involving dishonesty, breaches of trust, or violence will be treated with the utmost seriousness.
62. We must inform our manager of our involvement in any civil proceedings in a court or tribunal if this involvement could constitute a conflict of interest or other breach of the Code.
63. We have the same rights of access to our political representatives as other members of the public, but we must approach such access with sensitivity, keeping in mind our duty as a public servant to remain politically neutral in our work. We must not communicate privately with Ministers or Members of Parliament about matters concerning our employment or about Ministry operations unless authorised to do so.
64. We must not lobby or attempt to influence Ministers or Members of Parliament about decisions that are the responsibility of Te Puni Kōkiri management, such as the prioritisation of work or allocation of resources. There are some exceptions to this where employees may raise such issues through their union or in their personal capacity (and not as a representative of Te Puni Kōkiri), as part of valid participation in democratic or legislative processes that are accessible to the general public.
65. We are entitled to stand for elected roles in local or central government. If we intend to do so we must advise our manager. In such circumstances, we must conform to all requirements of the relevant electoral legislation.

## Responsibility and Enforcement | Ko Ngā Haepapa me Ngā Uruhi

### Who the code covers

66. This Code applies to all Te Puni Kōkiri employees regardless of individual locations, positions, or whether employment is permanent full-time, permanent part-time, fixed-term, temporary or casual. The provisions of this Code also apply to independent contractors and consultants to Te Puni Kōkiri.
67. The standards and expectations set out in the Code are universal. There is no lower standard for employees of a certain group or class or those employed in a certain location. There is no relaxation of the standards and expectations in smaller workplaces and communities. While this may present some challenges, it is important that we are seen to demonstrate the same high standards throughout the organisation.
68. This Code outlines the standards of behaviour that are expected of Te Puni Kōkiri employees. Professional integrity and responsibility is central to the maintenance of public and government confidence in Te Puni Kōkiri and the public service. We must act with professionalism and integrity in all aspects of our work.
69. The Code also relates to actions and activities outside work. As a general principle, personal activities that do not interfere with the performance of our official duties or reflect on the integrity or standing of Te Puni Kōkiri or the public service are of no concern. However, Te Puni Kōkiri has a legitimate interest where our private activities have the potential to discredit Te Puni Kōkiri in its relationships with the government or the public or otherwise harm its reputation. Such activities might call our fitness for continued employment into question.

### How to use the code

70. A code of conduct cannot tell you what to do and not do in every possible situation.

71. If you are uncertain how to respond to a particular issue or find yourself in a situation where you are not certain if your conduct is or will be consistent with this Code, you should ask your manager and/or seek further guidance from People and Capability if required.
72. Specific guidance in relation to many matters covered in this Code is provided in Te Puni Kōkiri policies, procedures and guidelines, which are available on our Intranet.
73. While the Code outlines the standards expected of Te Puni Kōkiri employees, it is not a substitute for care, consideration and common sense. We should each exercise good judgement based on integrity, honesty and openness to scrutiny in every action we take representing Te Puni Kōkiri and in all situations where our actions could reflect on Te Puni Kōkiri.
74. If you become aware that someone is breaching the Code you are required to report this to your manager, or if necessary, your manager's manager or People and Capability.
75. Breaches of the Code of Conduct will be dealt with in accordance with Te Puni Kōkiri disciplinary procedures.

## Policy Approval | Ko Te Whakaaetanga o te Kaupapa

This policy is owned and updated by:	It was approved by:	On the date of:	It is due for revision by:
People & Capability	Deputy Secretary, Organisational Support	5 May 2023	5 May 2025

## Related Documents | Ko Te Whakaaetanga o te Kaupapa

- Te Puni Kōkiri Disciplinary Process Policy
- Te Puni Kōkiri Code of Conduct Policy
- Te Puni Kōkiri Unsatisfactory Work Performance Policy
- Te Puni Kōkiri Gift Policy
- Te Puni Kōkiri Bullying & Harassment Policy
- Public Service Act 2020
- State Sector Standards of Integrity and Conduct
- Te Puni Kōkiri Fraud, Corruption & Theft Policy
- Managing Conflicts of Interest Guide

## Contact | Whakapā Mai

If you have any questions please contact [AskHR@tpk.govt.nz](mailto:AskHR@tpk.govt.nz) or the relevant People & Capability Senior Advisor.



Anyone involved in a procurement activity must complete this agreement before developing tender documents, joining an evaluation panel or making a decision. Before you complete this form, read the Quick-Guide: Conflicts of Interest.

<b>Name:</b>	
<b>Position:</b>	
<b>Tender:</b>	
<b>Role in the procurement activity:</b>	

### CONFLICT OF INTEREST

Do you have any personal interest in the purchasing decision? (e.g. you own shares in a supplier or related company)

Yes  No  Potentially (tick 'potentially' if others could perceive you have a conflict)

Are you a relative or close friend of someone with a personal interest in the goods or services being purchased or who could be personally affected by the purchasing decision? (e.g. a family member is an employee or shareholder of a supplier)

Yes  No  Potentially (tick 'potentially' if others could perceive you have a conflict)

Do you have any personal obligations, loyalties or bias that could influence the way you evaluate offers and recommend purchases? (e.g. a close friendship with an employee of a supplier)

Yes  No  Potentially (tick 'potentially' if others could perceive you have a conflict)

Have you recently been offered any special discounts, gifts, trips, hospitality, rewards or favours by suppliers of the goods or services being purchased? (e.g. free travel; free samples for your own use)

Yes  No  Potentially (tick 'potentially' if others could perceive you have a conflict)

Are you aware of anything that could give the appearance that you might be biased towards or against a particular supplier? (e.g. you have expressed strong views about a supplier; you worked for a supplier; you use a supplier's corporate box at a sports event)

Yes  No  Potentially (tick 'potentially' if others could perceive you have a conflict)

### COMMENT

Insert comment here



## CONFIDENTIALITY RESPONSIBILITIES

All of the procurement project's discussions, meetings and material (written and electronic) are confidential and I agree to keep this information safe. I will not give this information to anyone outside the immediate tender team without prior approval from the Contract Manager.

## CONTACT WITH PROVIDERS

I agree that my contact with potential providers is restricted during the period of the tender. I understand that until the successful provider/supplier has been announced I will not:

- pass information or make comments to them about the tender
- receive any gift, gratuity, hospitality or any inducement from them
- meet them or have any discussion about the tender.

I will pass any requests for information and meetings from potential suppliers to the Project Manager.

## DECLARATION OF CONFLICT OF INTEREST

**Actual** conflict of interest is where you already have a conflict.

**Potential** conflict of interest is where the conflict is about to happen or could happen.

**Perceived** conflict of interest is where other people might reasonably think you are not being objective.

If you have answered 'Yes' or 'Potentially' to any of the above questions, please provide details here. Otherwise sign the declaration below.

## YOUR DECLARATION

**Declaration** – I confirm that the above details are correct to the best of my knowledge and I make this declaration in good faith.

Signature:

Date:

**Review by Project Manager** – I confirm that I have received this declaration and noted the contents. Where a conflict of interest is declared, complete the next part of the form.

Name:

Signature:

Date:

## CONFLICT OF INTEREST MANAGEMENT PLAN

### Who and when?

The Project Manager must complete this Plan when you declare a conflict of interest. Decide how to manage the conflict and give details below.

Tender:	
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### How the conflict of interest will be managed

<b>There are five options for managing or resolving your conflict of interest:</b>  <b>Restrict</b> your involvement in the process  <b>Recruit</b> an independent third party to oversee part or all of the process  <b>Remove</b> yourself from the process  <b>Relinquish</b> your private interest that causes the conflict  <b>Resign</b> from the agency	The following plan has been agreed to manage your declared conflict of interest. This takes into account the conflict's likely effect on your role and responsibilities in the procurement activity, as well as the risks to the process and the agency's reputation.
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<b>Approval – I approve the above Conflict of Interest Management Plan</b>		
Signature: Project Manager		Date:

<b>Declaration – I agree to the above Conflict of Interest Management Plan</b>		
Signature: Person making the declaration		Date:

<b>Resolved – the conflict of interest has now been resolved and no further action is required</b>		
Signature: Project Manager		Date:



## Why we have this Policy | Ko Te Pūtake o tēnei Kaupapa Here

This policy is to ensure that Te Puni Kōkiri procures goods, services or solutions in a cost-effective manner that is fair to all suppliers and upholds the values of our Ministry and wider government to ensure that we meet our obligations under the Government Procurement Rules and other relevant legislation.

## He kupu whakataki | Introduction

Procurement covers all aspects of purchasing the goods, services, or solutions that we need to operate successfully. It starts with identifying what we need, how we're going to source this, and who we're going to source it from. It ends when the goods, services or solutions have been delivered in full and all contractual commitments have been met.

The way we procure will vary depending on the value, complexity and risks involved. The approach we apply will be tailored to best suit the individual procurement activity and will align with the Procurement Procedural Guidance documents. Thresholds are designed to be used as a minimum approach based on the total value of the spend. The way we work will always involve us applying Te Puni Kōkiri's values and principles.

## Statement

New Zealand Government Procurement is shaped by the following framework elements to support good practice in all forms of government procurement:

- The Government Procurement Principles<sup>1</sup>,
- The Government Procurement Charter<sup>2</sup>,
- The Government Procurement Rules<sup>3</sup>,
- Other good practice guidance, such as the Supplier Code of Conduct<sup>4</sup>.

Te Puni Kōkiri must use all of these to help guide the process on any procurement project we undertake.

In 2019, the Ministry of Business, Innovation and Employment (MBIE) introduced the NZ Government Procurement Rules (the Procurement Rules). The Procurement Rules set the standard for procurement across government.

This Procurement Policy and our Procurement Procedural Guidance document<sup>5</sup>, are designed to ensure that we meet our obligations per the Procurement Rules and any relevant legislation.

## Purpose and Scope

This Policy and the Procurement Procedural Guidance document outline the expectations and required approach for Te Puni Kōkiri employees (and anyone authorised to procure on our behalf), when planning, sourcing and managing the procurement of goods, services or solutions.

All employees, contractors and consultants must comply with this Policy and the Procurement Procedural Guidance document. These documents apply to all procurements, even if it is being done through a third party.

The policy does not apply to:

- Fixed term or permanent employment contracts administered through payroll
- Statutory appointments,

<sup>1</sup> See <https://www.procurement.govt.nz/procurement/principles-charter-and-rules/government-procurement-principles/> for more details.

<sup>2</sup> See <https://www.procurement.govt.nz/procurement/principles-charter-and-rules/government-procurement-charter/> for more details.

<sup>3</sup> See <https://www.procurement.govt.nz/procurement/principles-charter-and-rules/government-procurement-rules/> for more details.

<sup>4</sup> See <https://www.procurement.govt.nz/broader-outcomes/supplier-code-of-conduct/> for more details.

<sup>5</sup> The guidance document and templates are available from the Commercial and Procurement Team. These will be added to the intranet in due course.

- Ministerial appointments,
- Gifts, koha, donations and unconditional grants<sup>6</sup>,
- Acquisition or lease of land or buildings (excluding their design, construction, or refurbishment),
- Licences of software, and
- Course, Conference and Mentoring for individual staff members.

## Uara me ngā Mātāpono | Values and Principles

Te Puni Kōkiri will apply our values and the principles set out in the Procurement Rules when planning, sourcing and managing our procurement, as these are the foundations for good practice.

### Te Puni Kōkiri Values

Our values are:

<b>Te Wero - We Pursue Excellence</b>	We strive for excellence, and we get results. We act with courage when required, take calculated risks and are results focused.
<b>Manaakitanga – We Value People and Relationships</b>	We act with integrity and treat others with respect. We are caring, humble and tolerant. We are co-operative and inclusive.
<b>He Toa Takitini – We Work Collectively</b>	We lead by example, work as a team and maximize collective strengths to achieve our goals.
<b>Ture Tangata – We are Creative and Innovative</b>	We test ideas and generate new knowledge. We learn from others and confidently apply new information and knowledge to get results.

### Te Puni Kōkiri Strategic Priorities

This Procurement Policy supports the Te Puni Kōkiri Strategic priorities by incorporating the Te Puni Kōkiri values into procurement activities.

### Te Puni Kōkiri Procurement Principles

The following principles will guide the procurement processes of Te Puni Kōkiri. The process can be adapted to the changing needs of Te Puni Kōkiri and its strategic goals over time.

#### Principle 1: **Maori** Economic Development

Te Puni Kōkiri aims to strengthen its supplier networks, make its procurement activity more accessible and increasingly promote Progressive Procurement by delivering social benefits to communities through supporting Māori-owned businesses, small to medium, regional enterprises and local businesses.

<sup>6</sup> A grant is designed to support an organisation or an activity rather than to buy goods, services or solutions. In most instances, grants are made using non-departmental funding and must follow the policies and procedures that govern this expenditure. If you wish to make a grant using departmental funding, please contact the Commercial and Procurement Team to discuss.

There are essentially two types of grants - conditional and unconditional. Conditional grants are considered a procurement activity and the majority of the Rules apply, but an opt-out for some of the Rules (such as open advertising) may be available. Unconditional grants are not considered a procurement activity. Grants/Commissioning Guidance is available at <http://intranet.te-wheke.int/en/our-people/regional-partnerships-and-operations/investment-guides-tools>

## Principle 2: Te Ao Māori

The collective and individual rights and interests of Māori as tangata whenua are recognised, protected, supported, and invested in.

Te Ao Māori approaches are undertaken at various levels of procurement:

- Planning – through effective, early, open consultation and communication with Māori that supports sustainable procurement approaches that reflect individual rights and collective interests,
- Sourcing – by adapting sourcing methods to support open communication and participation, and
- Managing – Focus on effective relationships that build strength-based approaches to supporting service delivery.

## Principle 3: Best Public Value

The overarching consideration for Te Puni Kōkiri's procurement is ensuring best public value in the procurement of goods, services and solutions.

Best public value is not necessarily the lowest price, nor the highest quality good or service. It requires a balanced assessment of a range of financial and non-financial factors, such as: quality, cost, fit for purpose, capability, capacity, risk, total cost of ownership or other relevant factors.

Te Puni Kōkiri's strategic goals and objectives guide the delivery of its activities in the context of sustainability (efforts to spend less and utilise fewer resources), efficiency (efforts to spend well) and effectiveness (efforts to optimise the impact of spending).

Calculation of whole-of-life costs should include assessment of environmental and sustainability considerations in conjunction with:

- Initial purchase costs,
- Implementation or transition requirements,
- Operating costs,
- Support and maintenance costs, and
- End-of-life/disposal.

The principle balances quality with cost and affordability whilst:

- considering long-term outcomes, not just short-term results,
- delivering fit-for-purpose level of service,
- supporting efficient, fair and effective work practices, and
- considering the impact on current and future needs and the environment.

## Principle 4: Fair and Open Engagement

Te Puni Kōkiri is committed to a transparent, accountable procurement process. Fair and open engagement leading to competitive bids that improve outcomes for Māori.

Transparent, competitive processes build trust in Te Puni Kōkiri procurement practices and decisions, drive fair and ethical behaviour, safeguard probity and foster healthy working relationships between Te Puni Kōkiri procurers and suppliers. Competition produces tangible outcomes such as cost savings, increased quality and innovation and supports market sustainability.

A strong collaborative working relationship between Te Puni Kōkiri, and suppliers are important and must be able to withstand scrutiny. Applying the following probity principles will ensure that relationships are appropriate, ethical and balanced:

- Undertake due diligence,
- Maintain confidentiality,

- Obtain relevant approvals, and
- Document decisions.

## Principle 5: Innovation

Supplier engagement and flexible procurement practices will assist Te Puni Kōkiri to adopt innovative services and solutions and support supplier innovation.

Innovation is encouraged at various levels of engagement:

- Planning – through effective, early, structured and open communication of needs to the market,
- Sourcing – by adapting sourcing methods to facilitate innovation and collaboration, and
- Managing – by focusing on outcomes and developing supplier relationships that deliver value beyond the contract.

Te Puni Kōkiri encourages active management of all contracts in a manner that fosters partnership, productive relationships and supports continuous innovation and improvement.

## Principle 6: Sustainability

Sustainable procurement focuses on spending public money efficiently, economically and ethically to deliver best public value on a whole of life basis. It extends the assessment of best public value beyond the sourcing process, considering benefits and risks to the organisation, the community, the economy and impacts to the environment.

Sustainable procurement:

- is an integrated, strategic approach,
- analyses all procurement costs, including benefits to our targeted communities, environment and the economy,
- respects all stakeholders' interests,
- seeks innovate solutions to address sustainability throughout the supply chain, and
- reduces waste and seeks sustainable alternatives.

## All of Government (AOG) Contracts for Supplier Panels

Ministry of Business, Innovation and Employment undertake open procurements for a range of services and supply agreements that Government Agencies can sign up to and access; these are referred to as Panels. Te Puni Kōkiri have signed up to these Panels.

When procuring goods or services, these panels must be considered first. Guidance on the use of the AOG Contracts can be found at <https://www.procurement.govt.nz/contracts/>.

For support in selecting a supplier from an AOG contract, contact the Procurement team via the procurement mailbox at [Procurement@tpk.govt.nz](mailto:Procurement@tpk.govt.nz).

To ensure that the best public value is delivered by suppliers sourced from the AOG contracts, contact the procurement team for support.

## Te Puni Kōkiri Tikanga Here Pūtea | Te Puni Kōkiri Thresholds

The procurement method used to select a supplier and the level of detail required in tender and contract documents will depend on the value and complexity of the goods, services or solutions being procured. – These thresholds are secondary to the delegations policy.

This table applies to procurement of services that **are not available on the All of Government Panels**.

Delegation levels:

- a) Deputy Secretary

- b) Director, Regional Directors, Chief Financial Officer, Business Manager or Executive Officer to the Chief Executive
- c) Project Leads reporting to directors, managers or team leaders,
- d) Executive Assistant or Adviser to the Chief Executive

There are four expenditure thresholds that govern the method used and the level of documentation required. The purpose of this table is to provide guidance on the procurement process to be used; refer to the *Departmental Delegations Policy for guidance on expenditure approvals*.

THRESHOLD	PROCUREMENT METHOD	PREFERRED CONTRACT FORM	LEGAL APPROVAL REQUIRED	Financial Delegation Required
\$20,000	Direct Source	As appropriate for goods or services required e.g. Terms and Conditions or Lite GMC.	No	Operational Expenditure under \$5,000 = level D Consultancy or Contractor Expenditure <\$50k =level B
\$20,000 to \$50,000	Direct source with two quotes.	Letter of Agreement or Terms and Conditions Arrangement or GMC Lite if required	No	Consultancy or Contractor Expenditure <\$50k =level B
\$50,001 to \$99,999	At least three competitive quotes	Government Model Contract Lite	No (unless high risk)*	Operational Expenditure <100k = level C Consultancy or Contractor Expenditure \$50k- \$250k = level A
\$100,000 <	Open tender	Government Model Contract	Yes	Operational Expenditure <350k = level B Consultancy or Contractor Expenditure \$50k- \$250k = level A
\$250,000 <	Open tender	Government Model Contract	Yes	Consultancy and contract costs = Finance, Performance and Accountability governance board endorsement required Operational Expenditure <350k = level B
\$650,000 >	Open Tender	Government Model Contract	Yes	Operational Expenditure <650K = level A
For new construction works \$0 to \$10,000,000	Open tender with the Finance, Performance and Accountability governance board	Government Model Contract	Yes	Chief Executive Approval Required

	endorsement required.			
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\*The Procurement team will provide advice where necessary to determine if a contract is high risk.

Refer to the departmental delegations policy for more details.

Legal review is always required when:

- There are proposed amendments to Schedule 2 of the Government Model Contract (GMC),
- The procurement is highly significant, high risk or complex, or
- The total value is \$250,000 or over
- We are using a supplier's contract template OSA (Other Suppliers Agreement).

These thresholds are exclusive of GST and apply to the total value of a contract over its entire life (including any possible extensions).

Purchase Orders are available but will only be used if suppliers request one<sup>7</sup>.

Information relating to Corporate Credit Card use is available at <http://intranet.te-wheke.int/en/guides-and-tools/a-z/corporate-credit-card-policy>

Contact the Commercial and Procurement Team if there is a possibility that the Finance, Performance and Accountability Governance Board would need to endorse decisions prior to proceeding (e.g. for engaging contractors and consultants with a value \$250,000 or over across the whole-of-life of the contract).

## Future Procurement Opportunities

Te Puni Kōkiri publishes Future Procurement Opportunities (FPO's) on the Government Electronic Tender Service (GETS) to assist businesses to understand the potential pipeline of work coming from buyers and prepare in advance. The FPO system provides an online real time solution to allow us to notify suppliers of any upcoming procurement opportunity as soon as it is identified. An FPO is not a commitment by Te Puni Kōkiri to procure the goods and/or services, but signals to the market any intended future activity.

Each Budget Manager is responsible for the planning and management of their future procurement requirements and should contact the Procurement Team to advise them of any upcoming procurement opportunities with estimated whole-of-life costs greater than \$100,000 that will need to be placed on GETS.

In addition, Business Managers will be contacted regularly by a member of the Procurement Team to review FPO's that may need to be registered on GETS.

## Ngā tikanga a Te Puni Kōkiri | Te Puni Kōkiri Practices

Please consult with the Commercial and Procurement Team if you need help or assistance on any aspect of procurement.

The procurement decisions and practices of Te Puni Kōkiri must be able to always withstand public scrutiny. Throughout our procurement activities we will:

- Clearly record our planning, processes, and decisions so they can be easily audited,
- Document, manage and record conflicts of interest,
- Identify risks and get the right person to manage them, and
- Act lawfully, ethically, and responsibly in accordance with the Procurement Principles and Te Puni Kōkiri Values set out in this policy.

## Responsibility and Enforcement | Ko Ngā Haepapa me Ngā Uruhi

<sup>7</sup> The Purchase Order form is available at <http://intranet.te-wheke.int/en/guides-and-tools/a-z/purchase-order-form>



All Te Puni Kōkiri employees, including contractors and consultants must comply with this Policy and the Procurement Procedural Guidance document.

Any breach of this policy may constitute misconduct and will be dealt with in accordance with the Te Puni Kōkiri [Misconduct and Poor Performance Policy](#).

## Finance, Performance and Accountability Governance Board Review and Clearance

The Finance, Performance and Accountability Governance Board ensures the ongoing effective and efficient financial management of Te Puni Kōkiri.

Those conducting procurements must ensure that all procurement decisions are made in accordance with the Financial Delegations Policy.

## Exemptions from the Government Procurement Rules requirements

In some circumstances the conditions in this policy may not be able to be met.

Approval is required by the Procurement Manager before being sent to the Deputy Secretary of the respective Puni for signoff, using the Departure memo located in the Procurement templates ribbon in word. This exemption may apply when:

- the services required are specialised and can only be delivered by the one supplier,
- Te Puni Kōkiri is part of a joint procurement process,
- a unique proposal is required or to be sourced, or
- there is no suitable AOG panelist available to deliver the piece of work required by Te Puni Kōkiri.

## Exemptions

Exemptions from the Procurement Policy should only occur:

- In an emergency, or
- When the required goods, services or solutions are so specialised it is not feasible to apply an open procurement process.

An example of where an exemption may apply is: there is a single organisation in a community that has the necessary skills, experience and resources to deliver the required goods or services – a market analysis needs to have been conducted in this case to show that there are no other suppliers able to deliver.

The procurement team can provide support in the planning stages to identify whether an exemption is required

## Retrospective Approval

If a supplier needs to begin delivering services prior to contract signing, approval is required by the Procurement Manager before being sent to the Deputy Secretary of the respective Puni for signoff, using the Departure memo located in the Procurement templates ribbon in word.

Specific reference in the retrospective memo needs to be given to; why the contract needed to begin before signing and what will be done to ensure that such circumstances do not occur again.

Examples of when a supplier needs to begin delivering services prior to contract signing includes natural disasters or unforeseen events which directly impacts delivery of key TPK services such as the collapse of a significant service. When there is a need to urgently engage a person/service to ensure we deliver, this should be clearly outlined and explained in the Memo.

## Related Documents | Ko Ētahi atu Kaupapa Here

- **The AOG Procurement Guide: Procurement Guidance for Public Entities**  
<https://www.oag.govt.nz/2008/procurement-guide>
- **Government Procurement Rules**

<https://www.procurement.govt.nz/procurement/principles-and-rules/government-procurement-rules/>

- **Broader Outcomes**

<https://www.procurement.govt.nz/broader-outcomes/>

- **Risk Management Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/risk-management-policy>

- **Financial Delegations Policy (Departmental)**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/delegations-departmental-policy>

- **Financial Delegations Policy (Non-Departmental)**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/delegations-nondepartmental-policy>

- **Delegations Human Resources Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/human-resources-delegations-policy>

- **Conflicts of Interest Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/conflicts-of-interest-policy>

- **Legislative Compliance Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/legal-and-risk/legislative-compliance-policy>

- **Classified Information Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/classified-information-policy>

- **Personal Information Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/personal-information-policy>

- **Records Management Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/records-management-policy>

- **Privacy Strategy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/privacy-strategy>

- **Standards of Integrity and Conduct**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/standards-of-integrity-and-conduct>

- **Fraud, Corruption and Theft Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/fraud-corruption-and-theft-policy>

- **Misconduct and Poor Performance Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/misconduct-and-poor-performance-policy>

- **Health and Safety General Policy**

<http://intranet.te-wheke.int/en/guides-and-tools/a-z/health-and-safety-general-policy>

## Policy Approval | Ko Te Whakaaetanga o te Kaupapa

This Policy is owned and updated by:	It was approved by:	On the date of:	It is due for revision by:
Deputy Secretary - Strategy, Finance and Performance	Executive Leadership Team	28 June 2022	June 2024

This policy replaces the previous policy dated 1 July 2019.

## Contact | Whakapā Mai

If you have any questions regarding this Policy, please contact [Procurement@tpk.govt.nz](mailto:Procurement@tpk.govt.nz) or a member of the Commercial and Procurement Team. Alternatively, please come and see us on Level 3.

Proactively Released by Te Puni Kōkiri

REQUEST FOR INFORMATION 2 – 9 JULY 2024

<p>1. Copies of the investment plan between TPK and Te Pou Matakana (TPM) for the years 2019/2020, 2020/21, 2021/22 and 2022/23.</p>	<p>s 9(2)(b)(ii), out of scope of Inquiry terms of reference</p>  A large black rectangular redaction covers the right side of the first row. A diagonal watermark in red text, "Proactively Released by Te Puni Kōhiri", is overlaid across the entire page.
<p>2. Copies of any conflict of interest information (e.g., declarations, management plans, conflicts of interest register) TPM provided TPK for the purposes of TPK's Monitoring Activity that occurs as part of the "Annual cycle to coincide with reporting against the Investment Plan" (Refer the Outcome Agreement, Appendix 2, page 28). Please provide this for years 2019/2020, 2020/21, 2021/22 and 2022/23.</p>	<p>As advised in the first tranche of information, TPM's Risk register includes a COI section. Our understanding is that TPK has not inspected the COI register. The only files which have been inspected by TPM's offices in the past have related to a review of files to inform the incentive payment process noting that incentive payments were discontinued.</p>

3.	Any other information or reports TPM provided TPK in respect conflicts of interests or potential conflicts of interest for the years 2019/2020, 2020/21, 2021/22 and 2022/23. This information may have been provided under the Outcome Agreement Appendix 11 (para 4.4), or Annexure 1 paragraph 15.10 (page 65 of the Outcome Agreement).	It is our understanding that broader COIs have been treated on a case by case basis as they have arisen rather than the triggering of an annual "look at your COI register". s 9(2)(g)(i) and 9(2)(ba)(i), out of scope of Inquiry terms of reference
4.	A description of how TPK responded to any conflicts of interest, or potential conflict of interest, TPM identified through TPK's monitoring activity.	s 9(2)(g)(i) and 9(2)(ba)(i), out of scope of Inquiry terms of reference
5.	Further information in relation to the \$18.480m provided to TPM as special funding for the Omicron virus. (Refer TPK's Attachment 4). This could be the final report TPM provided under 10(e) of the funding agreement or reports TPM provided under 10(d) of the funding agreement.	s 9(2)(b)(ii), out of scope of Inquiry terms of reference
6.	Clarification around Budget 2020 funding of \$136m for Whānau Ora. In particular, further details about the services Workstream 1 and Workstream 2 included and, if possible, the total amount of the \$136m funding TPM received.	Workstream 1 = COVID-19 Response and recovery Workstream 2 = Whānau resilience in the wake of COVID-19 s 9(2)(b)(ii), out of scope of Inquiry terms

s 9(2)(b)(ii), out of scope of Inquiry terms of reference

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s 9(2)(b)(ii), out of scope of Inquiry terms of reference

Proactively Released by Te Puni Kōkiri

s 9(2)(b)(ii), out of scope of Inquiry terms of reference

Proactively Released by Te Puni Kōkiri



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s 9(2)(b)(ii), out of scope of Inquiry terms of reference

Proactively Released by Te Puni Kōkiri

Te Puni Kōkiri  
Te Puni Kōkiri House  
143 Lambton Quay  
Wellington

PO Box 3943  
Wellington 6140

Telephone: 0800 875 663  
Facsimile: 0800 875 329  
Email: info@tpk.govt.nz

24 September 2021

Ref: NDOE-MDF-WRF/NAT-01

John Tamihere  
Te Whānau o Waipareira (On behalf of Te Pae Herenga o Tāmaki)  
Cnr Edmonton Roads & Great North Roads  
Henderson 9999  
Auckland

Tēnā koe John

### COVID-19 2021 WHĀNAU RECOVERY FUND INVESTMENT AGREEMENT

1. This Agreement between **Te Whānau o Waipareira (in its capacity as the lead agency for and on behalf of Te Pae Herenga o Tāmaki)** (“you”) and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 14 February 2022.

Please read the Agreement. You can confirm your acceptance of the agreement by either:

- a) Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
- b) Adding your electronic signature and initials to each page of this PDF, and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Funding Agreement attached, and state *“I have read and understand the attached funding agreement for NDOE-MDF-WRF/NAT-01 including the Terms & Conditions, and I accept and intend to be legally bound by the agreement.”*

2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of One Million Five Hundred Thousand dollars (\$1,500,000.00) exclusive of GST (“the Funds”).
3. The Funds will be used for the following purposes:
  - a) To carry out (or commission) activities and initiatives designed principally to overcome both the emotional and physical barriers to COVID-19 vaccination for Māori in the Tāmaki region using kaupapa Māori practices and principles; and
  - b) to motivate Māori to get fully vaccinated against COVID-19; and
  - c) to contribute towards 4 weeks delivery of Te Pae Herenga o Tāmaki Māori Vaccination Strategy received by Te Puni Kōkiri on 22 September 2021 (“the Strategy”). Overall the Strategy aims to vaccinate approximately 65,000 Māori.

to report these to the Te Puni Kōkiri Key Contact, so that Te Puni Kōkiri can consider whether to approve those activities as Deliverables.

5. The Funds will be payable as detailed in Schedule B on receipt of tax invoices.
6. Te Puni Kōkiri Key Contact for this Agreement is Jesse Roth. You will deal directly with the Key Contact on all matters relating to this Agreement.
7. In addition to your obligations under Clause 1.10 of the Terms and Conditions, you must adhere to the Government's guidance for the COVID-19, including alert levels that specify the health and social measures to be taken. If there is a change in COVID-19 alert levels during the term of this Agreement which may impact your obligations under this Agreement (including your ability to undertake the Deliverables), you must immediately notify us of the potential impact and meet with us (via audio visual link if necessary) to discuss how to minimise or mitigate this impact.
8. You agree to maintain operating policies and practices that represent current generally accepted good practice and, upon request by Te Puni Kōkiri, you must be able to demonstrate that that is the case (to the reasonable satisfaction of Te Puni Kōkiri). For these purposes, good practice includes ensuring that you and your personnel act consistently with and promote the standards of behaviour expected by the 'Standards of Integrity and Conduct' issued from time to time by the State Services Commission (and published on its website [www.ssc.govt.nz](http://www.ssc.govt.nz)), or any replacement document.
9. You will notify Te Puni Kōkiri of your Key Contact and their contact details for this Agreement upon execution of this Agreement if they differ to who is at the top of this Agreement.
10. You agree to provide the reporting and evaluation information set out in Schedules C and D, and Clauses 2 and 4 of the Terms and Conditions in this Agreement, and upon reasonable request, provide details or other evidence and supporting materials about your operating policies and practices for the following areas:
  - a) the engagement of partners/subcontractors for the Deliverables. You must ensure that your processes are fair and conducted in manner that both delivers best value and meets (or exceeds) basic public sector probity standards;
  - b) the receipting, disbursement and accounting for all funds received and/or applied by you. You must take all reasonable steps to ensure that neither you nor any partners/subcontractors appointed by you will receive duplicate funding from Te Puni Kōkiri or from more than one Crown funding agency in circumstances where you and that other person will, in substance, be paid twice for the same service or activity;
  - c) the engagement of third party service providers (including members of your collective and your related parties) to provide support services. You must ensure that such arrangements:
    - (i) are 'arm's length' in nature (or better, from your point of view); and
    - (ii) provide value-for-money and you are charged a reasonable and/or 'on market' price (or better, from your point of view).
11. In addition to the above, the Terms and Conditions attached form part of this Agreement and you agree to be bound by them.

Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) of your organisation signing and dating the acceptance below and return a signed



and dated Agreement to Te Puni Kōkiri. All signatures must be witnessed, and the bottom of each page (including the Terms and Conditions) must be initialled.

Ngā mihi

Hamiora Bowkett  
Hautū | Deputy Secretary

I confirm that I am authorised to sign and accept this Agreement on behalf of **Te Whānau o Waipareira (in its capacity as the lead agency for and on behalf of Te Pae Herenga o Tāmaki)**.

Hamiora Bowkett

John Tamihere

**NAME of authorised signatory**

**NAME of authorised signatory**

**Signature**

**Signature**

**Date** 24/09 /2021

**Date** 24/09 /2021

Witness Signature:

Witness Signature:

Witness Name: Jesse Roth

Witness Name: s 9(2)(a)

Occupation: Public Servant

Occupation: s 9(2)(a)

Town of Residence: Wellington

Town of Residence: Auckland

## TERMS AND CONDITIONS

### 1. Obligations

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#### Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- act honestly and in good faith with each other;
  - communicate with each other regularly, openly and on time;
  - work with each other collaboratively and constructively;
  - recognise each other's responsibilities; and
  - encourage quality and innovation to achieve positive outcomes.

#### Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- make decisions and give approvals reasonably required by you to enable delivery of the Funding Purpose. All decisions and approvals must be given within reasonable timeframes; and
  - pay you the Funds as long as you have delivered the Deliverables to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement.

#### Your obligations

- 1.3 You will complete the Funding Purpose and provide the Deliverables:
- on time;
  - with due care and skill;
  - in accordance with good practice guidelines and relevant professional standards and codes; and
  - to the satisfaction of Te Puni Kōkiri.
- 1.4 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement.
- 1.5 You will use the Funds only for the Funding Purpose and Deliverables. In particular, you will not use the funding for the purchase of alcohol or any other costs that may bring Te Puni Kōkiri into disrepute.
- 1.6 You will not assign this Agreement or engage anyone to undertake all or part of the Funding Purpose without prior written approval of Te Puni Kōkiri.
- 1.7 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.8 You guarantee that you will comply with all the legal and legislative obligations you may have.
- 1.9 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children Act 2014. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out Children's worker safety checks as required by Part 3 of the Children Act.

- 1.10 You will:
- a. consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
  - b. perform your obligations under the Agreement in compliance with the Health and Safety at Work Act;
  - c. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.
- 1.11 It is your responsibility to ensure that the risks of undertaking the Funding Purpose are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.12 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 1.13 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Funding Purpose, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.14 You, and your organisation's representatives, will comply with the Standards of Integrity and Conducts issued by the State Services Commission (see [www.ssc.govt.nz](http://www.ssc.govt.nz)) in all your dealings with Te Puni Kōkiri and other third parties or individuals likely to have a relationship with Te Puni Kōkiri. Te Puni Kōkiri may consider any failure to comply with this provision to be sufficient grounds for immediate termination under clause 11.7(c) of this Agreement.

## **2. Reports**

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- 2.1 You will provide all reports to Te Puni Kōkiri in a readable format in hard copy or electronic form.
- 2.2 The reports you provide to Te Puni Kōkiri shall, in all cases, be timely, accurate, consistent and a complete representation of the facts.
- 2.3 You will keep true and proper financial accounts, and keep a record of all documents and information relating to the Funding Purpose, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance. You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 2.4 If Te Puni Kōkiri requires information about the reports (including the failure to provide a report), you must make yourself available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time of a request to do so.
- 2.5 Te Puni Kōkiri may request additional information from you in relation to this Agreement. Such a request will be provided in writing detailing the reasons for the request.

## **3. Payments**

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- 3.1 You must provide invoices for all Funds at the times specified in Schedule B. Te Puni Kōkiri has no obligation to pay without an invoice. If you are registered for GST you must provide a valid tax invoice that must:
- a. clearly show all GST;

- b. be in New Zealand currency;
  - c. be clearly marked 'Tax invoice';
  - d. contain your name, address and GST number;
  - e. identify Te Puni Kōkiri and be marked for the attention of the Key Contact;
  - f. state the date the invoice was issued;
  - g. name this Agreement and the relevant Deliverable;
  - h. contain the Agreement's reference number; and
  - i. state the Funds due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may not pay the next payment due to you until the required obligations are fulfilled. Te Puni Kōkiri will give you reasonable notice of its intention to not make such payments and will discuss with you the issues relating to your non-compliance.
- 3.3 You will pay Te Puni Kōkiri back any Funds paid to you (plus any interest accrued on these Funds), upon notice from Te Puni Kōkiri, if:
- a. you are overpaid;
  - b. you fail to perform any of the obligations you have already been funded for; or
  - c. you do not spend any payments or contingency payments made to you.
- 3.4 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.

#### **4. Evaluation**

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- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Funding Purpose, you will allow Te Puni Kōkiri, at any reasonable time, access to relevant records held or controlled by you that relate to this Agreement. You will allow observation of Funding Purpose delivery, and will facilitate and allow interview and follow-up of persons involved in the Funding Purpose.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Funding Purpose. Te Puni Kōkiri will plan the evaluation of the Funding Purpose in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a. deciding evaluation questions and data collection processes;
  - b. the type of analysis applied to the data; and
  - c. how the reporting on the results of the analysis will be done.
- 4.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the evaluation and will ensure that access under this clause will not unreasonably disrupt your activities.

#### **5. Audit**

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- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the

Funding Purpose. Te Puni Kōkiri will give reasonable notice of the audit and will ensure that access under this clause will not unreasonably disrupt your activities.

## **6. Conflicts of Interest**

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- 6.1 You confirm that you do not have any conflicts of interest which will or may affect you undertaking the Funding Purpose. A conflict of interest may arise if you or the persons engaged on the Funding Purpose have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement. Conflicts of interest could call into question independence, objectivity or impartiality and can be:
- a. actual: where the conflict currently exists;
  - b. potential: where the conflict is about to happen or could happen; or
  - c. perceived: where other people may reasonably think that a person is compromised.
- 6.2 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.3 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have. If this does occur, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

## **7. Release of Information**

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- 7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:
- a. release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or
  - b. release the terms and conditions of this Agreement to any third party.
- 7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.
- 7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the Agreement price and actual payments made, if requested:
- a. under the Official Information Act 1982;
  - b. through a Parliamentary Question;
  - c. from a Select Committee; or
  - d. from any other source where Te Puni Kōkiri is under a legal obligation to respond.

## **8. Public Statements**

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- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Funding Purpose without first obtaining the approval of Te Puni Kōkiri. If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Funding Purpose and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Funding Purpose.



- 8.2 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Funds, Funding Purpose, Deliverables and this Agreement.
- 8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Funding Purpose for promotional purposes. Te Puni Kōkiri will seek your approval before obtaining and using any such images.
- 8.4 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Funding Purpose, this Agreement or each other.

## **9. Intellectual Property Rights**

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- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 All new intellectual property rights created by you while undertaking the Funding Purpose will be owned by you but:
- you will grant Te Puni Kōkiri a perpetual, irrevocable, royalty-free, transferable and non-exclusive licence to use, modify, copy and distribute any Deliverable provided to Te Puni Kōkiri under this Agreement; and
  - you and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (alone or jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.3 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

## **10. Resolving Disputes**

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### **Steps to resolving disputes**

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
- a Party must notify the other if it considers a matter is in dispute;
  - the Key Contacts will attempt to resolve the dispute through direct negotiation;
  - if the Key Contacts have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
  - if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
  - on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
  - at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.

- 10.3 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

### **Obligations during the dispute**

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.
- 10.6 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

## **11. Ending this Agreement**

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### **Agreed ending**

- 11.1 This Agreement ends on the End Date unless ended earlier.
- 11.2 This Agreement may be ended at any time by mutual agreement.

### **Breach and Remedy Plan**

- 11.3 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- a. you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
  - b. Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 11.4 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- a. the breach;
  - b. how and why the breach arose; and
  - c. what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.
- 11.5 If Te Puni Kōkiri and you agree a Remedy Plan:
- a. you will perform the tasks specified under the Remedy Plan;
  - b. Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and
  - c. any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.
- 11.6 If you fail to remedy a situation and Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri will be entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.

### **Effect of ending the Agreement**

- 11.7 Te Puni Kōkiri has the right to end this Agreement without notice and without compensation where you, your staff or other personnel you have used to undertake the Funding Purpose:

- a. become bankrupt or insolvent; or
  - b. are convicted of any offence involving dishonesty or any criminal offence; or
  - c. do anything that may bring Te Puni Kōkiri into disrepute.
- 11.8 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Funds that you have received for the Funding Purpose, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Funding Purpose.
- 11.9 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this funding for the remaining term of this Agreement. If this situation does arise, Te Puni Kōkiri will give you as much notice of the proposed change as soon as possible, to the extent that Te Puni Kōkiri is able to do so.
- 11.10 The end of this Agreement does not affect those rights of each Party which:
- a. accrued prior to the end of the Agreement, or
  - b. relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.
- 11.11 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 2(Reports), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Resolving Disputes), 11 (Ending this Agreement), 12 (Extraordinary Events), 13 (Key Contacts), and 14 (Miscellaneous).

## **12. Extraordinary Events**

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- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event;
  - b. the extent of that Party's inability to perform under this Agreement;
  - c. the likely duration of that non-performance; and
  - d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Funding Purpose.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving Notice.
- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
- a. lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
  - b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;

- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
- d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

### **13. Key Contacts**

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#### **Key Contacts**

- 13.1 The persons named as the Key Contacts are responsible for managing the Agreement, including:
- a. managing the relationship between the Parties;
  - b. overseeing the effective implementation of this Agreement;
  - c. acting as a first point of contact for any issues that arise; and
  - d. being the person on whom formal notices are served.
- 13.2 If a Party changes its Key Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

#### **Delivery of Notices**

- 13.3 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Key Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 13.4 Notices must be signed or, in the case of email, sent by the Key Contact or a senior manager with appropriate authority to do so.
- 13.5 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered;
  - b. if sent by post within New Zealand, on the third working day after the date it was sent;
  - c. if sent by courier, on the date it is delivered; or
  - d. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 13.6 A Notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.

### **14. Miscellaneous**

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#### **Relationship**

- 14.1 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

#### **Changes to this Agreement**

- 14.2 Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 14.3 Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.

### **Entire Agreement**

14.4 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

### **Severable clauses**

14.5 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

### **New Zealand applies**

14.6 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

### **Signing the Agreement**

14.7 This Agreement is not binding on either Party until both Parties have signed it.

14.8 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the Parties to any other Party. The receiving Party may rely on the receipt of such document so executed and delivered by email as if the original has been received.

### **Waiver**

14.9 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:

- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
- b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

### **Te Puni Kōkiri**

14.10 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Secretary for Māori Development of Te Puni Kōkiri and any staff, contractors or agents of Te Puni Kōkiri.



**SCHEDULE B**  
**PAYMENT SCHEDULE**

Payment of the Funds for Installment One will be made to you on execution of this Agreement by both parties and on receipt of a tax invoice; and for Installment Two on completion and delivery to Te Puni Kōkiri of Report Two to the satisfaction of Te Puni Kōkiri and on receipt of a tax invoice.

All payments are GST exclusive:

Payments	Payment Due	Amounts Payable (GST Exclusive)
s 9(2)(b)(ii)		
<b>Total (GST Exclusive)</b>		<b>\$1,500,000.00</b>

Proactively Released by Te Puni Kōkiri

*ABJ/AT*



**Te Puni Kōkiri**  
MINISTRY OF MĀORI DEVELOPMENT

Te Puni Kōkiri  
Te Puni Kōkiri House  
143 Lambton Quay  
Wellington

PO Box 3943  
Wellington 6140

Telephone: 0800 875 663  
Facsimile: 0800 875 329  
Email: [info@tpk.govt.nz](mailto:info@tpk.govt.nz)

19 October 2021

Ref: NDOE-MDF-WRF/NAT-03

John Tamihere  
Te Pou Matakana (trading as the Whānau Ora Commissioning Agency)  
PO Box 21 081  
Henderson  
Auckland 0650

Tēnā koe John

## ACCELERATED MĀORI VACCINATION PROGRAMME INVESTMENT AGREEMENT

1. This Agreement between **Te Pou Matakana (trading as the Whānau Ora Commissioning Agency** ("you") and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 14 February 2022.

Please read the Agreement. You can confirm your acceptance of the Agreement by either:


- Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
- Adding your electronic signature and initials to each page of this PDF, and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Agreement attached, and state *"I have read and understand the attached funding agreement NDOE-MDF-WRF/NAT-03 including the Terms & Conditions, and I accept and intend to be legally bound by the agreement."*

2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of Three Million Five Hundred Thousand dollars (\$3,500,000.00) exclusive of GST ("**Funds**").



3. Te Puni Kōkiri acknowledges the urgent need to increase vaccination rates for Māori outside Tāmaki Makaurau, and has selected Te Pou Matakana because of its existing experience (as a Whānau Ora Commissioning Agency) in using a kaupapa Māori approach to identify, fund and support initiatives to achieve this outcome by utilising members of its existing network of Whānau Ora providers in local communities where those initiatives are most needed. The Funds will be used solely for the following purposes:
- a) using kaupapa Māori practices and principles, to carry out (or commission) activities and initiatives designed principally to overcome both the emotional and physical barriers to COVID-19 vaccination for Māori in North Island areas where Māori vaccination rates are low ("**Priority Areas**"):
    - (i) as at the date of this Agreement, less than 61% for first dose of the vaccination; or
    - (ii) if the vaccination rate across all initial Priority Areas is over 61% for first dose, areas or regions where the Māori vaccination rate is below the national average Māori vaccination rate; and
  - b) to encourage and support Māori in each Priority Area to get fully vaccinated against COVID-19. (the immediately preceding sub-paragraphs collectively constitute the "**Funding Purpose**").
4. In order to achieve the Funding Purpose you will undertake the Deliverables ("**Deliverables**") detailed in Schedule A of this Agreement. If you identify additional activities during the term of the Agreement that may be relevant to the Funding Purpose, you agree to report these to the Te Puni Kōkiri Key Contact, so that Te Puni Kōkiri can consider whether to approve those activities as Deliverables.
5. The Funds will be payable as detailed in Schedule B on receipt of tax invoices.
6. The parties acknowledge and agree that:
- a) this Agreement is separate from (but utilises your skills and experience developed in connection with) your Whānau Ora Commissioning Agreement and role as a Whānau Ora Commissioning Agency under that other agreement;
  - b) the Funds under this Agreement do not form part of your funding under, and the activities are not 'Services' or 'Other Activities' under, your Whānau Ora Commissioning Agreement;
  - c) the selection of Priority Areas and the allocation of amounts from the Funds shall be assessed by you (by reference to available health data and statistics) and that selection and allocation shall prevail over the approach you might normally adopt to determining how to disburse funds available under your Whānau Ora Commissioning Agency; and
  - d) there is strong and close alignment between the outcomes and whānau that are the focus of the activities to be supported by the Funds and the outcomes and whānau that are the focus of your Investment Plan under the Whānau Ora Commissioning Agreement.



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7. Te Puni Kōkiri Key Contact for this Agreement is Jesse Roth. You will deal directly with the Key Contact on all matters relating to this Agreement.
8. In addition to your obligations under Clause 1.10 of the Terms and Conditions, you must adhere to the Government's guidance for the COVID-19, including alert levels that specify the health and social measures to be taken. If there is a change in COVID-19 alert levels during the term of this Agreement which may impact your obligations under this Agreement (including your ability to undertake the Deliverables in a Priority Area), you must immediately notify us of the potential impact and meet with us (via audio visual link if necessary) to discuss how to minimise or mitigate this impact.
9. You agree to maintain operating policies and practices that represent current generally accepted good practice and, upon request by Te Puni Kōkiri, you must be able to demonstrate that that is the case (to the reasonable satisfaction of Te Puni Kōkiri). For these purposes, good practice includes ensuring that you and your personnel act consistently with and promote the standards of behaviour expected by the 'Standards of Integrity and Conduct' issued from time to time by the State Services Commission (and published on its website [www.ssc.govt.nz](http://www.ssc.govt.nz)), or any replacement document. In practice this requirement is the same as you have agreed to in clause 4 of Appendix 11 of your Whānau Ora Commissioning Agency.
10. You will notify Te Puni Kōkiri of your Key Contact and their contact details for this Agreement upon execution of this Agreement if they differ to who is at the top of this Agreement.
11. You agree to provide the reporting and evaluation information set out in Schedules C and D, and Clauses 2 and 4 of the Terms and Conditions in this Agreement, and upon reasonable request, provide details or other evidence and supporting materials about your operating policies and practices for the following areas:
  - a) the engagement of partners/subcontractors for the Deliverables. You must ensure that your processes are fair and conducted in manner that both delivers best value and meets (or exceeds) basic public sector probity standards;
  - b) the receipting, disbursement and accounting for all funds received and/or applied by you. You must take all reasonable steps to ensure that neither you nor any partners/subcontractors appointed by you will receive duplicate funding from Te Puni Kōkiri or from more than one Crown funding agency in circumstances where you and that other person will, in substance, be paid twice for the same service or activity;
  - c) the engagement of third party service providers (including members of your collective and your related parties) to provide support services. You must ensure that such arrangements:
    - (i) are 'arm's length' in nature (or better, from your point of view); and
    - (ii) provide value-for-money and you are charged a reasonable and/or 'on market' price (or better, from your point of view).
12. In addition to the above, the Terms and Conditions attached form part of this Agreement and you agree to be bound by them.



Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) of your organisation signing and dating the acceptance below and return a signed and dated Agreement to Te Puni Kōkiri. All signatures must be witnessed, and the bottom of each page (including the Terms and Conditions) must be initialled.

Ngā mihi



Dave Samuels  
Secretary for Māori Development

I confirm that I am authorised to sign and accept this Agreement on behalf of **Te Pou Matakana (trading as the Whānau Ora Commissioning Agency)**.

\_\_\_\_\_  
NAME of authorised signatory

\_\_\_\_\_  
Signature

Date / /

Witness Signature:

Witness Name:

Occupation:

Town of Residence:

\_\_\_\_\_  
John Tamihere

NAME of authorised signatory

\_\_\_\_\_  
Signature

Date 20/10/2021

s 9(2)(a)



## TERMS AND CONDITIONS

### 1. Obligations

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#### Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- act honestly and in good faith with each other;
  - communicate with each other regularly, openly and on time;
  - work with each other collaboratively and constructively;
  - recognise each other's responsibilities; and
  - encourage quality and innovation to achieve positive outcomes.

#### Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- make decisions and give approvals reasonably required by you to enable delivery of the Funding Purpose. All decisions and approvals must be given within reasonable timeframes; and
  - pay you the Funds as long as you have delivered the Deliverables to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement.

#### Your obligations

- 1.3 You will complete the Funding Purpose and provide the Deliverables:
- on time;
  - with due care and skill;
  - in accordance with good practice guidelines and relevant professional standards and codes; and
  - to the satisfaction of Te Puni Kōkiri.
- 1.4 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement.
- 1.5 You will use the Funds only for the Funding Purpose and Deliverables. In particular, you will not use the funding for the purchase of alcohol or any other costs that may bring Te Puni Kōkiri into disrepute.
- 1.6 You will not assign this Agreement or engage anyone to undertake all or part of the Funding Purpose without prior written approval of Te Puni Kōkiri.
- 1.7 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.8 You guarantee that you will comply with all the legal and legislative obligations you may have.
- 1.9 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children Act 2014. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out Children's worker safety checks as required by Part 3 of the Children Act.

 S. J. AT

- 1.10 You will:
- a. consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
  - b. perform your obligations under the Agreement in compliance with the Health and Safety at Work Act;
  - c. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.
- 1.11 It is your responsibility to ensure that the risks of undertaking the Funding Purpose are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.12 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 1.13 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Funding Purpose, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.14 You, and your organisation's representatives, will comply with the Standards of Integrity and Conducts issued by the State Services Commission (see [www.ssc.govt.nz](http://www.ssc.govt.nz)) in all your dealings with Te Puni Kōkiri and other third parties or individuals likely to have a relationship with Te Puni Kōkiri. Te Puni Kōkiri may consider any failure to comply with this provision to be sufficient grounds for immediate termination under clause 11.7(c) of this Agreement.

## **2. Reports**

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- 2.1 You will provide all reports to Te Puni Kōkiri in a readable format in hard copy or electronic form.
- 2.2 The reports you provide to Te Puni Kōkiri shall, in all cases, be timely, accurate, consistent and a complete representation of the facts.
- 2.3 You will keep true and proper financial accounts, and keep a record of all documents and information relating to the Funding Purpose, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance. You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 2.4 If Te Puni Kōkiri requires information about the reports (including the failure to provide a report), you must make yourself available to meet with Te Puni Kōkiri by phone or in person, within a reasonable time of a request to do so.
- 2.5 Te Puni Kōkiri may request additional information from you in relation to this Agreement. Such a request will be provided in writing detailing the reasons for the request.

## **3. Payments**

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- 3.1 You must provide invoices for all Funds at the times specified in Schedule B. Te Puni Kōkiri has no obligation to pay without an invoice. If you are registered for GST you must provide a valid tax invoice that must:

- a. clearly show all GST;
  - b. be in New Zealand currency;
  - c. be clearly marked 'Tax invoice';
  - d. contain your name, address and GST number;
  - e. identify Te Puni Kōkiri and be marked for the attention of the Key Contact;
  - f. state the date the invoice was issued;
  - g. name this Agreement and the relevant Deliverable;
  - h. contain the Agreement's reference number; and
  - i. state the Funds due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may not pay the next payment due to you until the required obligations are fulfilled. Te Puni Kōkiri will give you reasonable notice of its intention to not make such payments and will discuss with you the issues relating to your non-compliance.
- 3.3 You will pay Te Puni Kōkiri back any Funds paid to you (plus any interest accrued on these Funds), upon notice from Te Puni Kōkiri, if:
- a. you are overpaid;
  - b. you fail to perform any of the obligations you have already been funded for; or
  - c. you do not spend any payments or contingency payments made to you.
- 3.4 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.

#### **4. Evaluation**

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- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Funding Purpose, you will allow Te Puni Kōkiri, at any reasonable time, access to relevant records held or controlled by you that relate to this Agreement. You will allow observation of Funding Purpose delivery, and will facilitate and allow interview and follow-up of persons involved in the Funding Purpose.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Funding Purpose. Te Puni Kōkiri will plan the evaluation of the Funding Purpose in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a. deciding evaluation questions and data collection processes;
  - b. the type of analysis applied to the data; and
  - c. how the reporting on the results of the analysis will be done.
- 4.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the evaluation and will ensure that access under this clause will not unreasonably disrupt your activities.

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## **5. Audit**

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- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose. Te Puni Kōkiri will give reasonable notice of the audit and will ensure that access under this clause will not unreasonably disrupt your activities.

## **6. Conflicts of Interest**

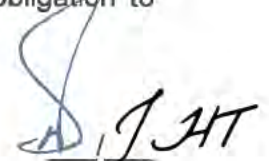
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- 6.1 You confirm that you do not have any conflicts of interest which will or may affect you undertaking the Funding Purpose. A conflict of interest may arise if you or the persons engaged on the Funding Purpose have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement. Conflicts of interest could call into question independence, objectivity or impartiality and can be:
- a. actual: where the conflict currently exists;
  - b. potential: where the conflict is about to happen or could happen; or
  - c. perceived: where other people may reasonably think that a person is compromised.
- 6.2 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.
- 6.3 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have. If this does occur, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

## **7. Release of Information**

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- 7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:
- a. release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or
  - b. release the terms and conditions of this Agreement to any third party.
- 7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.
- 7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.
- 7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the Agreement price and actual payments made, if requested:
- a. under the Official Information Act 1982;
  - b. through a Parliamentary Question;
  - c. from a Select Committee; or
  - d. from any other source where Te Puni Kōkiri is under a legal obligation to respond.



## **8. Public Statements**

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- 8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Funding Purpose without first obtaining the approval of Te Puni Kōkiri. If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Funding Purpose and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Funding Purpose.
- 8.2 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Funds, Funding Purpose, Deliverables and this Agreement.
- 8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Funding Purpose for promotional purposes. Te Puni Kōkiri will seek your approval before obtaining and using any such images.
- 8.4 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Funding Purpose, this Agreement or each other.

## **9. Intellectual Property Rights**

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- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 All new intellectual property rights created by you while undertaking the Funding Purpose will be owned by you but:
- a. you will grant Te Puni Kōkiri a perpetual, irrevocable, royalty-free, transferable and non-exclusive licence to use, modify, copy and distribute any Deliverable provided to Te Puni Kōkiri under this Agreement; and
  - b. you and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (alone or jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.3 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

## **10. Resolving Disputes**

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### **Steps to resolving disputes**

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
- a. a Party must notify the other if it considers a matter is in dispute;
  - b. the Key Contacts will attempt to resolve the dispute through direct negotiation;
  - c. if the Key Contacts have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
  - d. if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.



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- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
  - b. on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
  - c. at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.
- 10.3 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

#### **Obligations during the dispute**

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.
- 10.6 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

#### **11. Ending this Agreement**

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##### **Agreed ending**

- 11.1 This Agreement ends on the End Date unless ended earlier.
- 11.2 This Agreement may be ended at any time by mutual agreement.

##### **Breach and Remedy Plan**

- 11.3 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- a. you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
  - b. Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 11.4 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- a. the breach;
  - b. how and why the breach arose; and
  - c. what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.
- 11.5 If Te Puni Kōkiri and you agree a Remedy Plan:
- a. you will perform the tasks specified under the Remedy Plan;
  - b. Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and
  - c. any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.



- 11.6 If you fail to remedy a situation and Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri will be entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.


#### **Effect of ending the Agreement**

- 11.7 Te Puni Kōkiri has the right to end this Agreement without notice and without compensation where you, your staff or other personnel you have used to undertake the Funding Purpose:
- become bankrupt or insolvent; or
  - are convicted of any offence involving dishonesty or any criminal offence; or
  - do anything that may bring Te Puni Kōkiri into disrepute.
- 11.8 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Funds that you have received for the Funding Purpose, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Funding Purpose.
- 11.9 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this funding for the remaining term of this Agreement. If this situation does arise, Te Puni Kōkiri will give you as much notice of the proposed change as soon as possible, to the extent that Te Puni Kōkiri is able to do so.
- 11.10 The end of this Agreement does not affect those rights of each Party which:
- accrued prior to the end of the Agreement, or
  - relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.
- 11.11 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 2(Reports), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Resolving Disputes), 11 (Ending this Agreement), 12 (Extraordinary Events), 13 (Key Contacts), and 14 (Miscellaneous).

#### **12. Extraordinary Events**

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- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- the nature of the circumstances giving rise to the Extraordinary Event;
  - the extent of that Party's inability to perform under this Agreement;
  - the likely duration of that non-performance; and
  - what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Funding Purpose.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving Notice.



- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
- a. lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
  - b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
  - c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
  - d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

### **13. Key Contacts**

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#### **Key Contacts**

- 13.1 The persons named as the Key Contacts are responsible for managing the Agreement, including:
- a. managing the relationship between the Parties;
  - b. overseeing the effective implementation of this Agreement;
  - c. acting as a first point of contact for any issues that arise; and
  - d. being the person on whom formal notices are served.
- 13.2 If a Party changes its Key Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

#### **Delivery of Notices**

- 13.3 All Notices to a Party must be delivered by hand or sent by post, courier or email to the Key Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 13.4 Notices must be signed or, in the case of email, sent by the Key Contact or a senior manager with appropriate authority to do so.
- 13.5 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered;
  - b. if sent by post within New Zealand, on the third working day after the date it was sent;
  - c. if sent by courier, on the date it is delivered; or
  - d. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 13.6 A Notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.



## **14. Miscellaneous**

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### **Relationship**

- 14.1 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

### **Changes to this Agreement**

- 14.2 Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 14.3 Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.

### **Entire Agreement**

- 14.4 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

### **Severable clauses**

- 14.5 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

### **New Zealand applies**

- 14.6 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

### **Signing the Agreement**

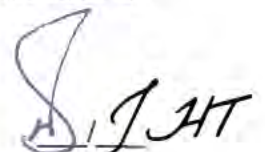
- 14.7 This Agreement is not binding on either Party until both Parties have signed it.
- 14.8 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the Parties to any other Party. The receiving Party may rely on the receipt of such document so executed and delivered by email as if the original has been received.

### **Waiver**

- 14.9 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:
- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
  - b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

### **Te Puni Kōkiri**

- 14.10 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Secretary for Māori Development of Te Puni Kōkiri and any staff, contractors or agents of Te Puni Kōkiri.



**SCHEDULE B**  
**PAYMENT SCHEDULE**

Payment of the Funds for Instalment One will be made to you on execution of this Agreement by both parties and on receipt of a tax invoice; and for Instalment Two on completion and delivery to Te Puni Kōkiri of Report Two to the satisfaction of Te Puni Kōkiri and on receipt of a tax invoice; and for Instalment Three on completion and delivery to Te Puni Kōkiri of Report Three to the satisfaction of Te Puni Kōkiri and on receipt of a tax invoice.

All payments are GST exclusive:

Payments	Payment Due	Amounts Payable (GST Exclusive)
s 9(2)(b)(ii)		
<b>Total (GST Exclusive)</b>		<b>\$3,500,000.00</b>

Proactively Released by Te Puni Kōkiri





02 November 2021


Ref: NDOE-MDF-WRF/HO.34700.49006

John Tamihere  
Te Pou Matakana Limited (trading as the Whānau Ora Commissioning Agency)  
PO Box 21 081  
Henderson  
Auckland 0650

Tēnā koe John

**ACCELERATED MĀORI VACCINATION INVESTMENT AGREEMENT VARIATION:  
TE POU MATAKANA LIMITED (TRADING AS THE WHĀNAU ORA  
COMMISSIONING AGENCY)**

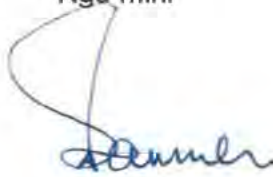
1. I refer to our Accelerated Māori Vaccination Agreement which started on 20 October 2021 ("the Agreement") to:
  - a. using kaupapa Māori practices and principles, to carry out (or commission) activities and initiatives designed principally to overcome both the emotional and physical barriers to COVID-19 vaccination for Māori in North Island areas where Māori vaccination rates are low ("**Priority Areas**");
    - (i) as at the date of this Agreement, less than 61% for first dose of the vaccination; or
    - (ii) if the vaccination rate across all initial Priority Areas is over 61% for first dose, areas or regions where the Māori vaccination rate is below the national average Māori vaccination rate; and
  - b. to encourage and support Māori in each Priority Area to get fully vaccinated against COVID-19 (the immediately preceding sub-paragraphs collectively constitute (the "**Funding Purpose**").
2. In accordance with clause 14.2 of the Terms and Conditions of the Agreement, any changes to the Agreement must be in writing and signed by both parties.
3. Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.
4. We have agreed to the changes outlined in the attached Schedule of Variations. This will become effective from the Effective Date stated in the Schedule of Variations.
5. All other Terms and Conditions contained in the Agreement still apply and will remain unaltered.
6. Please read the Variation. You can confirm your acceptance of the Variation by either:

Initial  / \_\_\_\_\_ 1

- a) Printing the document, signing page 2 and initialling each page. You should scan or take a photo of the signed document and email it back to me.
- b) Adding your electronic signature and initials to each page of this PDF, and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Variation attached, and state *"I have read and understand the attached Variation for NDOE-MDF-WRF/HO.34700.49006 including the Terms & Conditions, and I accept and intend to be legally bound by the Variation"*.

Ngā mihi



Dave Samuels  
Secretary for Māori Development

Proactively Released by Te Puni Kōkiri

Initial DS / JAT 2

## ACCELERATED MĀORI VACCINATION AGREEMENT – VARIATION #1

### Variation #1

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Parties: Te Puni Kōkiri and Te Pou Matakana Limited (trading as the Whānau Ora Commissioning Agency)

Agreement reference number: NDOE-MDF-WRF/HO.34700.49006

Agreement dated: 20 October 2021

### Variation

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1. Under clause 14.2 of the terms and conditions of the Agreement, both parties agree to vary the Agreement. The scope of the Variation is set out in the attached Schedule of Changes.
2. The Variation is effective from the Effective Date stated in the Schedule of Variations.
3. Subject to the changes made by this Variation, the terms and conditions of the Agreement remain in effect.

### Acceptance

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On behalf of Te Pou Matakana Limited (trading as the Whānau Ora Commissioning Agency), I accept this Variation.

Signature

Name:

Position:

Date:

Signature

Name: John Tamihere

Position: Chief Executive Officer

Date: 3 November 2021

Initial JS / JTT 3



## SCHEDULE OF VARIATIONS

Effective Date: 02 November 2021

### Variations

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#### 1. Change to Funds

- 1.1. Paragraph 2 of the Agreement is amended to increase the maximum Funds from \$3,500,000 to \$8,500,000. Therefore paragraph 2 of the Agreement is deleted and replaced with the following new paragraph 2:

"During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of Eight Million Five Hundred Thousand dollars (\$8,500,000.00) exclusive of GST ("the Funds")"

#### 2. Change to Project Description

- 2.1. Paragraph 3 of the Agreement is amended to change the project description. Therefore paragraph 3 of the Agreement is deleted and replaced with the following new paragraph 3:

"3. Te Puni Kōkiri acknowledges the urgent need to increase vaccination rates for Māori outside Tāmaki Makaurau, and has selected Te Pou Matakana Limited because of its existing experience (as a Whānau Ora Commissioning Agency) in using a kaupapa Māori approach to identify, fund and support initiatives to achieve this outcome by utilising members of its existing network of Whānau Ora providers in local communities where those initiatives are most needed. The Funds will be used solely for the following purposes:

- a) to provide vaccine delivery and pastoral support across Whānau Ora collectives in Te-Ika-a-Maui. This proposal looks at new vaccination incentives and activities for each rohe that target; Rangatahi, Whānau and the Community as required based on the needs of Māori communities as evidenced by comparatively low vaccination rates or the existence of large unvaccinated segments of local populations.
- b) to deliver the vaccine and pastoral support to the different collectives in each region.
- c) to increase the uptake of vaccinations in Te-Ika-a-Maui by encouraging approximately 10,000-20,000 Māori to be fully vaccinated over the duration of this contract.(the immediately preceding sub-paragraphs collectively constitute the "Funding Purpose")."

Initial  4

3. Change to Key Contact

3.1. Paragraph 7 of the Agreement is amended to change the Key Contact. Therefore paragraph 7 of the Agreement is deleted and replaced with the following new paragraph 7:

"7. Te Puni Kōkiri Key Contact for this Agreement is Shannon Lomax. You will deal directly with the Key Contact on all matters relating to this Agreement."

4. Change to Project Deliverables, Payments and Reporting

4.1. Schedules A, B, C and D of the Agreement are amended to change the deliverable due dates. Therefore, Schedule A, B, C and D of the Agreement is deleted and replaced with the following new Schedule A, B, C and D. Schedule E is added to the Agreement to provide a reporting template that aligns with the Māori Communities COVID-19 Fund.

Proactively Released by Te Puni Kōkiri

Initial  / 5

**SCHEDULE B**  
**PAYMENT SCHEDULE**

Payment of the Funds for Instalment One will be made to you on execution of this Agreement by both parties and on receipt of a tax invoice; and for Instalment Two on completion and delivery to Te Puni Kōkiri of Report One to the satisfaction of Te Puni Kōkiri and on receipt of a tax invoice; and for Instalment Three on completion and delivery to Te Puni Kōkiri of Report Two to the satisfaction of Te Puni Kōkiri and on receipt of a tax invoice.

All payments are GST exclusive:

Payments	Payment Due	Amounts Payable (GST Exclusive)
s 9(2)(b)(ii)		
<b>Total (GST Exclusive)</b>		<b>\$8,500,000.00</b>

Proactively Released by Te Puni Kōkiri

Initial  / 7

05 April 2022

Ref: TPK-MCCF-TM-203

John Tamihere  
Te Whānau o Waipareira Trust (on behalf of Te Pae Herenga o Tāmaki)  
Cnr Edmonton Roads & Great North Roads  
Henderson  
Auckland 9999

Tēnā koe

### MĀORI COMMUNITIES COVID-19 FUND INVESTMENT AGREEMENT

1. This Agreement between **Te Whānau o Waipareira Trust (on behalf of Te Pae Herenga o Tāmaki)** (“you”) and Te Puni Kōkiri will commence once both Parties have signed and dated this Agreement and end on 29 July 2022.

Please read the Agreement. You can confirm your acceptance of the Agreement by either:

- a) Printing the document, signing page 2 and initialing each page. You should scan or take a photo of the signed document and email it back to me.
- b) Adding your electronic signature and initials to each page of this PDF, and returning it to me.

If you cannot do (a) or (b), you can reply to my email with the unsigned Agreement attached, and state *“I have read and understand the attached agreement for **TPK-MCCF-TM-203** including the Terms & Conditions, and I accept and intend to be legally bound by the Agreement.”*

2. During the term of this Agreement Te Puni Kōkiri will pay you up to the sum of **Six Hundred and Sixty-Three Thousand, Seven Hundred and Fifty dollars (\$663,750.00)** exclusive of GST (“Funds”).

3. The Funds will be used to support:

- Māori led responses to the COVID-19 environment and the Framework; and
- Increased resilience of Māori communities.

Specifically, to support Te Pae Herenga o Tāmaki (TPHoT) to plan, design and provide wrap around support and care (not currently available through other avenues) for those individuals/whānau required to self-isolate at home in Tāmaki Makaurau.

Given the nature of COVID-19 there maybe times where you need to pivot your focus away from the Funding Purpose or locations identified. Please let Te Puni Kōkiri know if this occurs either via telephone or email to your Key Contact. This will require written consent from Te Puni Kōkiri (“**Funding Purpose**”).

4. You agree to provide the reporting and evaluation information set out in Schedules A and B, and Clauses 2 and 4 of the Terms and Conditions in this Agreement.
5. The Funds will be payable as detailed in Schedule A on receipt of tax invoices.

6. You agree that once capital items are no longer required for the purpose originally intended, the Kaitono Organisation will use those assets in a manner consistent with its overall objectives. This obligation shall remain in force at the end of this Agreement under Clause 11.11.
7. Te Puni Kōkiri Key Contact for this Agreement is Roger Dalton. You will deal directly with the Key Contact on all matters relating to this Agreement.
8. You agree to adhere to the COVID-19 Protection Framework (traffic lights) along with all future COVID-19 related requirements that are specified by the Government.
9. You will notify Te Puni Kōkiri of your Key Contact and their contact details for this Agreement upon execution of this Agreement if they differ to who is at the top of this Agreement.
10. In addition to the above, the Terms and Conditions attached form part of this Agreement and you agree to be bound by them.

Please confirm your acceptance of this Agreement with the authorised person (or authorised persons) of your organisation signing and dating the acceptance below and return a signed and dated Agreement to Te Puni Kōkiri. All signatures must be witnessed, and the bottom of each page (including the Terms and Conditions) must be initialled.

Ngā mihi



Martin Mariassouce  
Tumu Whakahaere Haumi | Investment Manager

I confirm that I am authorised to sign and accept this Agreement on behalf of **Te Whānau o Waipareira Trust (on behalf of Te Pae Herenga o Tāmaki)**.

\_\_\_\_\_  
**NAME of authorised signatory**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date / /**

Witness Signature:

Witness Name:

Occupation:

Town of Residence:

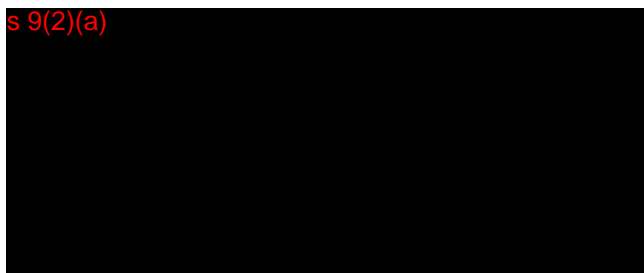
\_\_\_\_\_  
**John Tamihere**

\_\_\_\_\_  
**NAME of authorised signatory**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date 07/04/2022**

s 9(2)(a)



## TERMS AND CONDITIONS

### 1. Obligations

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#### Both Parties' obligations

- 1.1 You and Te Puni Kōkiri will work together during the term of this Agreement and, in particular, agree to the following engagement principles:
- a. act honestly and in good faith with each other;
  - b. communicate with each other regularly, openly and on time;
  - c. work with each other collaboratively and constructively;
  - d. recognise each other's responsibilities; and
  - e. encourage quality and innovation to achieve positive outcomes.

#### Obligations of Te Puni Kōkiri

- 1.2 Te Puni Kōkiri will:
- a. make decisions and give approvals reasonably required by you to enable delivery of the Funding Purpose. All decisions and approvals must be given within reasonable timeframes; and
  - b. pay you the Funds as long as you have delivered the Deliverables to the satisfaction of Te Puni Kōkiri and invoiced Te Puni Kōkiri in accordance with this Agreement.

#### Your obligations

- 1.3 You will complete the Funding Purpose and provide the Deliverables:
- a. on time;
  - b. with due care and skill;
  - c. in accordance with good practice guidelines and relevant professional standards and codes; and
  - d. to the satisfaction of Te Puni Kōkiri.
- 1.4 You will notify Te Puni Kōkiri of any changes to your legal entity status, governance, management, and any other changes that will have a material effect on this Agreement.
- 1.5 You will use the Funds only for the Funding Purpose and Deliverables.
- 1.6 If you use the Fund to purchase capital items (for example vehicle/caravan/trailer/generator) as part of the Funding Purpose and Deliverables, you will be responsible for all running costs, maintenance, and legal requirements for such capital items. You must include such purchases in your reports, including how you use such items.
- 1.7 You will not assign this Agreement or engage another entity to undertake all or part of the Funding Purpose without prior written approval of Te Puni Kōkiri.
- 1.8 You have no authority to commit Te Puni Kōkiri to any action or cost that is not expressly authorised by this Agreement.
- 1.9 You will comply with all of your legal and legislative obligations, including under the Privacy Act 2020.
- 1.10 Providers of children's services must have or adopt, as soon as practicable, a child protection policy that accords with the requirements of section 19 of the Children Act 2014. If your policy falls due for review (three-year intervals from its first adoption) you must undertake the review. You must also carry out Children's worker safety checks as required by Part 3 of the Children Act.
- 1.11 You will:

- a. consult, cooperate and coordinate with Te Puni Kōkiri, to the extent required by Te Puni Kōkiri, to ensure that Te Puni Kōkiri and you will each comply with the respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement;
  - b. perform your obligations under the Agreement in compliance with the Health and Safety at Work Act;
  - c. report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act, to Te Puni Kōkiri to the extent that it relates to, or affects, the Agreement.
- 1.12 It is your responsibility to ensure that the risks of undertaking the Funding Purpose are adequately covered, whether by insurance or otherwise. Te Puni Kōkiri will not be liable for any loss or damage.
- 1.13 You will indemnify Te Puni Kōkiri for any legal proceedings, expenses or claims which may be brought against Te Puni Kōkiri by a third party because of your negligence, or your breach of this Agreement.
- 1.14 You will not knowingly be party to any arrangement that results in Te Puni Kōkiri or the Crown effectively having to pay more than once for the same Funding Purpose, but this does not prevent Te Puni Kōkiri or any other agency of the Crown co-funding you.
- 1.15 You, and your organisation's representatives, will comply with the Standards of Integrity and Conducts issued by the State Services Commission (see [www.ssc.govt.nz](http://www.ssc.govt.nz)) in all your dealings with Te Puni Kōkiri and other third parties or individuals likely to have a relationship with Te Puni Kōkiri. Te Puni Kōkiri may consider any failure to comply with this provision to be sufficient grounds for immediate termination under clause 11.7(c) of this Agreement.

## **2. Reports**

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- 2.1 You will generally provide all reports to Te Puni Kōkiri in a readable format in hard copy or electronic form. The format of the reports will be flexible and will allow for verbal (virtual or kano ki te kano) and/or video and/or written submission. The format of reports may also include any updates that you may already be providing on your website or social media.
- 2.2 The reports you provide to Te Puni Kōkiri shall, in all cases, be timely, accurate, consistent and a complete representation of the facts.
- 2.3 You will keep true and proper financial accounts, and keep a record of all documents and information relating to the Funding Purpose, to a standard necessary for Te Puni Kōkiri to effectively monitor your performance. You will make your records available to Te Puni Kōkiri during the term of the Agreement and for seven years after the End Date (unless already provided to Te Puni Kōkiri earlier).
- 2.4 If Te Puni Kōkiri requires information about the reports (including the failure to provide a report), you must make yourself available to meet with Te Puni Kōkiri by phone, virtually or in person, within a reasonable time of a request to do so.
- 2.5 Te Puni Kōkiri may request additional information from you in relation to this Agreement.

## **3. Payments**

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- 3.1 You must provide invoices for all of the Funds and at the times specified in Schedule A. If you are registered for GST you must provide a valid tax invoice that complies with a to i below. Te Puni Kōkiri has no obligation to pay you without an invoice which must:
- a. clearly show all GST;
  - b. be in New Zealand currency;
  - c. be clearly marked 'Tax invoice';
  - d. contain your name, address and GST number;

- e. identify Te Puni Kōkiri and be marked for the attention of the Key Contact;
  - f. state the date the invoice was issued;
  - g. name this Agreement and the relevant Deliverable;
  - h. contain the Agreement's reference number; and
  - i. state the Funds due.
- 3.2 If you fail to meet your obligations set out in this Agreement, Te Puni Kōkiri may not pay the next payment due to you until the required obligations are fulfilled. Te Puni Kōkiri will give you reasonable notice of its intention to not make such payments and will discuss with you the issues relating to your non-compliance.
- 3.3 You will pay Te Puni Kōkiri back any Funds paid to you (plus any interest accrued on these Funds), upon notice from Te Puni Kōkiri, if:
- a. you are overpaid;
  - b. you fail to perform any of the obligations you have already been funded for; or
  - c. you do not spend any payments or contingency payments made to you.
- 3.4 Te Puni Kōkiri will have sole discretion to assess the value of any overpayment or underperformed obligations.

#### **4. Evaluation**

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- 4.1 For the purposes of undertaking an evaluation on the effectiveness of the funding for this Funding Purpose, you will allow Te Puni Kōkiri, at any reasonable time, access to relevant records held or controlled by you that relate to this Agreement. You will allow observation of Funding Purpose delivery, and will facilitate and allow interview and follow-up of persons involved in the Funding Purpose.
- 4.2 You agree to participate, if required, in evaluation that improves understanding of the effectiveness of the Funding Purpose. Te Puni Kōkiri will plan the evaluation of the Funding Purpose in consultation with you. The evaluation will be coordinated by Te Puni Kōkiri and administered by evaluators on behalf of Te Puni Kōkiri. The consultation with you will at a minimum involve:
- a. deciding evaluation questions and data collection processes;
  - b. the type of analysis applied to the data; and
  - c. how the reporting on the results of the analysis will be done.
- 4.3 Where an evaluation is required by Te Puni Kōkiri, you will co-operate fully and assist where required with any evaluation conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose as part of this evaluation. Te Puni Kōkiri will give reasonable notice of the evaluation and will ensure that access under this clause will not unreasonably disrupt your activities.

#### **5. Audit**

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- 5.1 If required by Te Puni Kōkiri, you will co-operate fully and assist where required with any audit conducted by Te Puni Kōkiri and allow Te Puni Kōkiri access to your records, premises, your staff or other personnel you have used to undertake the Funding Purpose. Te Puni Kōkiri will give reasonable notice of the audit and will ensure that access under this clause will not unreasonably disrupt your activities.

#### **6. Conflicts of Interest**

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- 6.1 You confirm that you do not have any conflicts of interest which will or may affect you undertaking the Funding Purpose. A conflict of interest may arise if you or the persons engaged on the Funding Purpose have personal or business interests or obligations that do or could conflict or be perceived to conflict with your obligations under this Agreement.



Conflicts of interest could call into question independence, objectivity or impartiality and can be:

- a. actual: where the conflict currently exists;
- b. potential: where the conflict is about to happen or could happen; or
- c. perceived: where other people may reasonably think that a person is compromised.

6.2 You will do your best to avoid situations that may lead to a conflict of interest arising during the term of the Agreement.

6.3 You will notify Te Puni Kōkiri immediately if you become aware of anything that might give rise to an actual, perceived or potential conflict of interest between your obligations to Te Puni Kōkiri and any other interests or responsibilities you may have. If this does occur, the Parties must discuss, agree and record in writing how any conflict of interest is to be managed.

## **7. Release of Information**

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7.1 Unless legally required to do so, or with the written consent of Te Puni Kōkiri, you will not:

- a. release any information about Te Puni Kōkiri which you have obtained while undertaking this Agreement; or
- b. release the terms and conditions of this Agreement to any third party.

7.2 If you are legally required to release any of the above information, you will notify Te Puni Kōkiri immediately.

7.3 You must co-operate with Te Puni Kōkiri to provide information immediately if the information is required by Te Puni Kōkiri to comply with an enquiry or its statutory, Parliamentary, or other reporting obligations.

7.4 You accept that Te Puni Kōkiri may be required to release details of this Agreement, including the Agreement price and actual payments made, if requested:

- a. under the Official Information Act 1982;
- b. through a Parliamentary Question;
- c. from a Select Committee; or
- d. from any other source where Te Puni Kōkiri is under a legal obligation to respond.

## **8. Public Statements**

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8.1 You will not issue any public statements or respond to any media enquiries about any matter relating to this Agreement or the Funding Purpose without first obtaining the approval of Te Puni Kōkiri. If required by Te Puni Kōkiri, you agree to publish the logo of Te Puni Kōkiri on any documentation relating to the Funding Purpose and to acknowledge the support of Te Puni Kōkiri during any presentation or media releases relating to the Funding Purpose.

8.2 Te Puni Kōkiri retains the right to use this Agreement for promotional purposes including the right to make any public announcements in relation to the Funds, Funding Purpose, Deliverables and this Agreement.

8.3 Te Puni Kōkiri may wish to obtain its own images or seek to use your images of the Funding Purpose for promotional purposes. Te Puni Kōkiri will seek your approval before obtaining and using any such images.

8.4 Each Party undertakes not to display, including on websites or social media, objectionable or derogatory comments about the Funding Purpose, this Agreement or each other.

## **9. Intellectual Property Rights**

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- 9.1 You and Te Puni Kōkiri retain ownership of all intellectual property rights respectively owned before the commencement of this Agreement. Signing this Agreement does not give either Party any rights to use any intellectual property rights of the other Party unless specifically agreed.
- 9.2 All new intellectual property rights created by you while undertaking the Funding Purpose will be owned by you but:
- a. you will grant Te Puni Kōkiri a perpetual, irrevocable, royalty-free, transferable and non-exclusive licence to use, modify, copy and distribute any Deliverable provided to Te Puni Kōkiri under this Agreement; and
  - b. you and Te Puni Kōkiri may agree that any new intellectual property will be owned by Te Puni Kōkiri (alone or jointly with you), in which case the specified new intellectual property will be owned as recorded in writing between the Parties.
- 9.3 You guarantee that you will not breach or infringe anyone else's copyright, moral rights and intellectual property rights in fulfilling your obligations under this Agreement.

## **10. Resolving Disputes**

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### **Steps to resolving disputes**

- 10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
- a. a Party must notify the other if it considers a matter is in dispute;
  - b. the Key Contacts will attempt to resolve the dispute through direct negotiation;
  - c. if the Key Contacts have not resolved the dispute within 10 working days of notification, they will refer it to the Parties' senior managers for resolution; and
  - d. if the senior managers have not resolved the dispute within 10 working days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair for the time being of the Resolution Institute;
  - b. on the terms of the Resolution Institute's standard Mediation Agreement (NZ version); and
  - c. at a fee to be agreed by the Parties or, if they cannot agree, at a fee determined by the Chair for the time being of the Resolution Institute.
- 10.3 If a dispute is not resolved through mediation then the dispute will be referred for arbitration under the Arbitration Act 1996.
- 10.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause.

### **Obligations during the dispute**

- 10.5 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.
- 10.6 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause, unless court action is necessary to preserve a Party's rights.

## 11. Ending this Agreement

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### Agreed ending

- 11.1 This Agreement ends on the End Date unless ended earlier.
- 11.2 This Agreement may be ended at any time by mutual agreement.

### Breach and Remedy Plan

- 11.3 If Te Puni Kōkiri considers you are in breach of this Agreement, Te Puni Kōkiri will give you written notice of its concerns and will either advise you that:
- you have 14 days (or any alternative period agreed) from receipt of the notice to remedy the situation; or
  - Te Puni Kōkiri requires you to enter into a Remedy Plan, which is to be put in place within 14 days from receipt of the notice.
- 11.4 For the purposes of this clause, "Remedy Plan" means a written plan entered into by Te Puni Kōkiri and you to address any breach of this Agreement. Such Remedy Plan will identify:
- the breach;
  - how and why the breach arose; and
  - what action you must take to address or resolve the breach to the satisfaction of Te Puni Kōkiri, and a timetable for such action to be completed.
- 11.5 If Te Puni Kōkiri and you agree a Remedy Plan:
- you will perform the tasks specified under the Remedy Plan;
  - Te Puni Kōkiri will not be able to exercise its right to end this Agreement while the breach is subject to the Remedy Plan; and
  - any breach of the Remedy Plan will give Te Puni Kōkiri the right to end this Agreement in accordance with this clause without having to enter a new Remedy Plan.
- 11.6 If you fail to remedy a situation and Te Puni Kōkiri has notified you of under this clause, or you have not fulfilled the obligations by the timeframes agreed and recorded in any Remedy Plan, Te Puni Kōkiri will be entitled to end this Agreement immediately without prejudice to its rights, remedies and obligations under this Agreement.

### Effect of ending the Agreement

- 11.7 Te Puni Kōkiri has the right to end this Agreement without notice and without compensation where you, your staff or other personnel you have used to undertake the Funding Purpose:
- become bankrupt or insolvent; or
  - are convicted of any offence involving dishonesty or any criminal offence; or
  - do anything that may bring Te Puni Kōkiri into disrepute.
- 11.8 If this Agreement is ended before its End Date, you will refund to Te Puni Kōkiri any Funds that you have received for the Funding Purpose, which is uncompleted. Te Puni Kōkiri will have sole discretion to assess the value of any uncompleted aspects of the Funding Purpose.
- 11.9 Te Puni Kōkiri may end or vary this Agreement where there is a change of government policy that limits the availability of this funding for the remaining term of this Agreement. If this situation does arise, Te Puni Kōkiri will give you as much notice of the proposed change as soon as possible, to the extent that Te Puni Kōkiri is able to do so.
- 11.10 The end of this Agreement does not affect those rights of each Party which:
- accrued prior to the end of the Agreement, or

- b. relate to any breach or failure to perform an obligation under this Agreement that arose prior to the end of the Agreement.
- 11.11 The clauses that by their nature should remain in force at the end of this Agreement do so, including clauses 1 (Obligations), 2(Reports), 4 (Evaluation), 5 (Audit), 7 (Release of Information), 8 (Public Statements), 9 (Intellectual Property Rights), 10 (Resolving Disputes), 11 (Ending this Agreement), 12 (Extraordinary Events), 13 (Key Contacts), and 14 (Miscellaneous).

## **12. Extraordinary Events**

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- 12.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an event that is beyond the reasonable control of the Party immediately affected by the event (Extraordinary Event). An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care
- 12.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event;
  - b. the extent of that Party's inability to perform under this Agreement;
  - c. the likely duration of that non-performance; and
  - d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Funding Purpose.
- 12.3 If a Party is unable to perform any obligations under this Agreement for 20 working days or more due to an Extraordinary Event, the other Party may end this Agreement immediately by giving notice.
- 12.4 For the purposes of this Agreement, Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples of Extraordinary Events include:
- a. lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics (including the COVID-19 pandemic) and any natural disaster;
  - b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
  - c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
  - d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

## **13. Key Contacts**

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### **Key Contacts**

- 13.1 The persons named as the Key Contacts are responsible for managing the Agreement, including:
- a. managing the relationship between the Parties;
  - b. overseeing the effective implementation of this Agreement;
  - c. acting as a first point of contact for any issues that arise; and
  - d. being the person on whom formal notices are served.
- 13.2 If a Party changes its Key Contact, a senior manager must tell the other Party, in writing, the name and contact details of the replacement within five working days of the change.

## Delivery of Notices

- 13.3 All notices to a Party must be delivered by hand or sent by post, courier or email to the Key Contact at the address stated in this Agreement (or as amended by clause 13.2).
- 13.4 Notices must be signed or, in the case of email, sent by the Key Contact or a senior manager with appropriate authority to do so.
- 13.5 A notice will be considered to be received:
- if delivered by hand, on the date it is delivered;
  - if sent by post within New Zealand, on the third working day after the date it was sent;
  - if sent by courier, on the date it is delivered; or
  - if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 13.6 A notice received after 5pm on a working day or on a day that is not a working day will be considered to be received on the next working day.

## 14. Miscellaneous

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### Relationship

- 14.1 Nothing in this Agreement creates a legal relationship between you and Te Puni Kōkiri of partnership, joint venture, agency or employment.

### Changes to this Agreement

- 14.2 Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both Parties.
- 14.3 Notwithstanding clause 14.2, a Variation can be agreed through an exchange of emails where the authors have the authority to approve such a Variation. Te Puni Kōkiri will have the sole discretion to determine whether a Variation can be agreed to through an exchange of emails.

### Entire Agreement

- 14.4 This Agreement, including any Variations, constitutes the entire Agreement and overrides all prior oral and written understandings, arrangements and statements that have been made.

### Severable clauses

- 14.5 If any clause or any part of any clause of this Agreement is declared invalid, unenforceable or illegal, it will no longer apply to this Agreement. All other clauses or parts of clauses contained in this Agreement will remain in full force and effect.

### New Zealand applies

- 14.6 The laws of New Zealand apply to this Agreement and any dispute that arises will be resolved under the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

### Signing the Agreement

- 14.7 This Agreement is not binding on either Party until both Parties have signed it.
- 14.8 This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email by any of the Parties to any other Party. The receiving Party may rely on the receipt of such document so executed and delivered by email as if the original has been received.

## Waiver

- 14.9 If a Party breaches this Agreement and the other Party does not immediately enforce its rights resulting from the breach that:
- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
  - b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

## Te Puni Kōkiri

- 14.10 References to Te Puni Kōkiri includes the Ministry of Māori Development, the Secretary for Māori Development of Te Puni Kōkiri and any staff, contractors or agents of Te Puni Kōkiri.

Proactively Released by Te Puni Kōkiri

**SCHEDULE A  
DELIVERABLES & PAYMENTS**

1. Payment will only be made to you on receipt of a tax invoice and on completion/submission of a report on performance against deliverables to the satisfaction of Te Puni Kōkiri, as set out in the table below and in Clause 1.1 of the Terms and Conditions in this Agreement. Where the total sum is paid on execution of this Agreement, payment will only be made to you on receipt of a tax invoice.
2. All payments are GST exclusive and shall be made based on information below.
3. Given the dynamic nature of the environment around COVID-19, the format of the reports will be flexible and will allow for verbal (virtual or kanohi ki te kanohi) and/or video and/or written submission. This includes any updates you may already be providing on your website or social media.
4. Where verbal reports have been provided Te Puni Kōkiri Kaimahi must record all information through file note or other appropriate mechanisms.
5. The reports will provide the necessary information outlined in the Schedule B Reporting Template.
6. As outlined in Clause 1.6, where capital items have been purchased you must include such purchases in your reports, including how you use such items.
7. We have tried to be as flexible as possible regarding reporting however, from time to time your Te Puni Kōkiri key contact may require more information, and you are expected to make this information available as requested. This information that you provide may include financial reports that provide an update on financial performance of the project.
8. A full expenditure report will be provided to Te Puni Kōkiri on submission by you of the Final Report.

Deliverable(s)	Deliverable Description(s)	Deliverable Due Date	Amounts Payable (GST Exclusive)
s 9(2)(b)(ii)			
<b>TOTAL (GST Exclusive)</b>			<b>\$663,750.00</b>



**Te Puni Kōkiri Response to Pania Gray TKM Inquiry Questions 15 August 2024**

No	Question	Response																																				
1	<p>It looks to me like the Accelerated Māori Vaccination Investment Agreements are the same one referred to in bullet point 1 above. However, the two contracts you provided had a total value of \$8.5m (through the variation dated 2 November 2021).</p> <p><b>Q. Can you please confirm whether these are the same contracts?</b></p>	<p>Below please see summary of key Whānau Ora contracts with start and end dates.</p> <table border="1"> <thead> <tr> <th></th> <th>Start</th> <th>End</th> <th>Provider</th> <th>Fund</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>24-Sep-2021</td> <td>14-Feb-2022</td> <td>Te Whānau o Waipareira</td> <td>Whānau Recovery Fund</td> <td>\$1.5m</td> </tr> <tr> <td>2</td> <td>20-Oct-2021 (original contract)</td> <td>14-Feb-2022</td> <td>Te Pou Matakana</td> <td>Accelerated Māori Vaccination Programmes</td> <td>\$3.5m</td> </tr> <tr> <td></td> <td>3-Nov-2021 (variation)</td> <td>14-Feb-2022</td> <td>Te Pou Matakana</td> <td>Māori Communities COVID-19 Fund (Phase 1)</td> <td>\$5m</td> </tr> <tr> <td>3</td> <td>7-Apr-2022</td> <td>29-Jul-2022</td> <td>Te Whānau o Waipareira</td> <td>Māori Communities COVID-19 Fund (Phase 2)</td> <td>\$0.663m</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td><b>Total funds</b></td> <td><b>\$10,663,750</b></td> </tr> </tbody> </table> <p>The \$5M stated on the TPK MCCF web page you referred to is the same \$5M that is reflected in the Variation above. The \$3.5M is not listed on the website as this funding came from the Ministry of Health. The Ministry of Health provided \$5 million for Accelerated Māori Vaccination Programmes. Of this \$5 million, \$3.5 million was provided to Te Pou Matakana. This contract was varied in November to provide an additional \$5 million from Māori Communities COVID-19 Fund.</p>		Start	End	Provider	Fund	Amount	1	24-Sep-2021	14-Feb-2022	Te Whānau o Waipareira	Whānau Recovery Fund	\$1.5m	2	20-Oct-2021 (original contract)	14-Feb-2022	Te Pou Matakana	Accelerated Māori Vaccination Programmes	\$3.5m		3-Nov-2021 (variation)	14-Feb-2022	Te Pou Matakana	Māori Communities COVID-19 Fund (Phase 1)	\$5m	3	7-Apr-2022	29-Jul-2022	Te Whānau o Waipareira	Māori Communities COVID-19 Fund (Phase 2)	\$0.663m					<b>Total funds</b>	<b>\$10,663,750</b>
	Start	End	Provider	Fund	Amount																																	
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				<b>Total funds</b>	<b>\$10,663,750</b>																																	
2	<p>The Te Pae Herenga o Tāmaki 664k contract aligns with the fourth of</p>	<p>The \$1.5M September agreement with Waipareira (on behalf of Te Pae Herenga o Tamaki) predated the MCCF Cabinet decision announced 22 October 2021 and the fund drawdown, so would not have been listed on the TPK MCCF Web page.</p>																																				



	<p>the Investment Agreements supplied dated 5 April 2022 (Māori Communities Covid-19 Fund).</p> <p><b>Q. Can you advise where the \$1.5m Investment Agreement with Waipareira on behalf of Te Pae Herenga o Tāmaki (dated 24 September 2021) fits? I note the reference is different: Whānau Recovery Investment Agreement, so perhaps sits outside what is reported through on the website</b></p>	<p>The \$1.5 million was provided through the Whānau Recovery Fund, a \$5 million fund reprioritised from within the Māori Development Fund Appropriation.</p>
3	<p>As an aside, could you please ensure we receive a final copy of the RMcV report, in due course.</p>	<p>Yes</p>

Proactively Released by Te Puni Kōkiri

4	<p>We would like TPK's assistance to confirm whether we properly understand how the relationships and information/funding flows work between Te Puni Kōkiri, Te Pou Matakana and its network of providers. We've put this draft diagram together based on various documents TPK has supplied and interviews. In particular, we'd appreciate assistance with how Kōtahitanga fits; we have been told it's a Whānau Ora Collective that no longer operates - and of which Manurewa Marae and Te Whānau o Waipareira were members</p>	<p>TPK Comments below:</p> <p>Te Pou Matakana has 16 Regional Collectives not 17 as described in the draft diagram. These are:</p> <ul style="list-style-type: none"> <li>• Te Tai Tokerau Whānau Ora Collective</li> <li>• <b>Te Pae Herenga o Tamaki</b></li> <li>• Waikato- Tainui Whānau Ora Collective</li> <li>• Te Ngira</li> <li>• Te Rūnanga o te Whanake</li> <li>• Ngā Matapuna Ōranga</li> <li>• Te Arawa Whānau Ora</li> <li>• Te Whāriki</li> <li>• Horouta Whānau Ora</li> <li>• Nōku Te Ao</li> <li>• Taranaki Whānau Ora</li> <li>• Te Ōranganui</li> <li>• Ngā Waihau o Paerangi</li> <li>• Te Tihi o Ruahine Whānau Ora</li> <li>• Takiri Mai te Ata</li> <li>• Whānau Whariki</li> </ul> <p>Te Pae Herenga o Tamaki is the Regional Collective for Tamaki Makaurau providers:</p> <p>Te Whānau o Waipareira (the collective lead provider)</p> <p>out of scope</p> <p>Manurewa Marae</p> <p>out of scope</p>
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out of scope [redacted]

Kotahitanga is not a Whānau Ora collective. Te Kotahitanga Limited featured as a subset of providers under Te Pae Herenga o Tamaki Collective in the following WOCA Annual Reports:

For FY 2020/21 Te Kotahitanga Limited (Manurewa Marae, out of scope [redacted])

For FY 2021/2022 Te Kotahitanga Limited (out of scope [redacted]).

For FY 2022/23 Annual Report Te Kotahitanga Limited (out of scope [redacted]).

As at January 2024, the updated provider information provided to Te Puni Kōkiri for Te Pae Herenga o Tamaki confirms that Te Kotahitanga Limited is not a feature of the provider configuration:


Te Pou Matakana reporting to TPK indicates their provider network consists of 100 providers.

Whānau Ora Commissioning funding allocation model for **general commissioning services** is based on distribution of Māori descent population by Māori electoral regions using the Census 2018 data equates to 15% of TPM funding being allocated to Tamaki Makaurau.

Based on Te Pou Matakana reporting (which includes Te Pou Matakana's funding allocation model) Whānau Ora funding allocated to the region of Tamaki Makaurau is around 15% of the overall funding received by Te Pou Matakana for general commissioning. Our assumption therefore is that the 30% shown on the draft diagram received may include funding received under previous COVID-19 contracts.

Te Pou Matakana has three key investment programmes as part of the **general commissioning services**, which include Whānau Direct, Whiria Ngā Hua and Kaiarahi.

TPK Response to TKM Inquiry Questions 21 August 2024

Question	TPK Answer
<p>Can you advise precisely how that \$3.5m (denoted by contract 2 below in the table) flowed to Te Pou Matakana, if the funding source was MOH? Was it under the 2014 Whānau Ora Outcome Agreement between TPK and Te Pou Matakana with a separate letter of agreement commissioning the services as "Other Activity" for 20 Oct 2021 - 14 Feb 2022?</p>	<p>The transfer of funds from MOH to TPK was a fiscally neutral transfer from Vote Health to Vote Māori Development.</p> <p>Attached is the Briefing paper that supports this decision, approved by the Ministers of Māori Development, COVID-19 Response and Finance respectively.</p> <p>Per the contract with Te Pou Matakana dated 19 October 2021 Ref:NDOE-MDF-WRF/NAT-03 (shared previously)</p> <ul style="list-style-type: none"> <li>- section 6 a) outlines that the agreement is separate from the Whānau Ora Commissioning Agreement and role and</li> <li>- section 6 b) confirms that 'the funds under this agreement do not form part of your funding under, and the activities are not "Services" or "Other Activities" under, your Whānau Ora commissioning agreement'.</li> </ul> <div style="text-align: center;">  </div> <p>ROB-3489 - WJ CH GR Signed_BP Covid</p> <p><i>Attachment 1: Briefing Paper approving fiscally neutral transfer from Vote Health to Vote Māori</i></p>
<p>And if so, who was the letter of agreement with? MOH or TPK?</p>	<p>The contract was between TPK and Te Pou Matakana.</p>

Proactively Released by Te Kaitiaki Māori

## HEI WHAKATAU | BRIEFING

### Māori Covid-19 Vaccine Delivery – Fiscally Neutral Adjustment from Vote Health to Vote Māori Development

Minister of Finance

For action by

8 October 2021

Minister of COVID-19 Response

For action by

8 October 2021

Te Minita Whanaketanga Māori

For action by

8 October 2021

<b>te:</b>	29 September 2021	<b>Priority</b>	High
<b>Classification</b>	Budget Sensitive	<b>Tracking Number</b>	44029

Action sought	Date action required by
<p>It is recommended that you:</p> <p>1. <b>approve</b> a fiscally neutral adjustment from Vote Health to Vote Māori Development to provide for increased delivery of the Covid-19 Vaccine amongst Māori communities;</p>	8 October 2021

Contact for telephone discussion (if required)				
Name	Position		Mobile	1 <sup>st</sup> contact
Kiriama Stevens	Poumatua Tahua	Te Puni Kōkiri	s 9(2)(a)	√
Hamiora Bowkett	Manahautū Tuarua	Te Puni Kōkiri	s 9(2)(a)	
John Whaanga	Deputy Director General, Māori Health	Ministry of Health	s 9(2)(a)	

Other Agencies Consulted					
<input type="checkbox"/> MBIE	<input type="checkbox"/> MoJ	<input type="checkbox"/> NZTE	<input type="checkbox"/> MSD	<input type="checkbox"/> TEC	<input type="checkbox"/> MoE
<input type="checkbox"/> MFAT	<input type="checkbox"/> MPI	<input type="checkbox"/> MfE	<input type="checkbox"/> DIA	<input checked="" type="checkbox"/> Treasury	<input checked="" type="checkbox"/> MoH
<input type="checkbox"/> MHUD	<input type="checkbox"/> Other				

Attachments
1. Accelerated Māori Vaccination Programme: Joint Proposal from the Ministry of Health and Te Puni Kōkiri

Minister's office to complete:

Approved

Declined

Noted

Needs change

Seen

Overtaken by Events

See Minister's Notes

Withdrawn

Comments:

29 September 2021

Te Minita Whanaketanga Māori, Minister of COVID-19 Response, Minister of Finance

## Māori Covid-19 Vaccine Delivery – Fiscally Neutral Adjustment

### Purpose

1. This briefing seeks approval for a Fiscally Neutral Adjustment from Vote Health to Vote Māori Development to fund work by Te Puni Kōkiri to increase the rate of COVID-19 Vaccinations amongst Māori.

### Background

2. Covid-19 Vaccination rates amongst Māori are significantly lower than the general population.

Eligible people vaccinated as at 21/9	First Dose	Second Dose
Māori	52%	26%
Non-Māori	78%	42%
Overall population	75%	40%

3. Equitable access and uptake of vaccines for all population groups is a key priority for the Government. Reprioritised funding of \$36 million from underspends in funding appropriated to Vote Health baselines for the COVID-19 response is being made available to support Māori providers to respond to COVID -19 whilst maintaining essential services (Health report 20211954 dated 3 September 2021 refers).

### Comment

4. The Ministry of Health (MOH) and Te Puni Kōkiri (TPK) have been working closely together this past year on the COVID-19 vaccination programme. TPK have taken the lead on addressing the needs of whānau to improve their ability to access vaccinations through Whānau Ora. MOH, in partnership with district health boards (DHBs) and Hauora Māori have worked closely with communities to administer at least one dose to more than 50% of eligible Māori (as of 21 September).
5. This strategy will involve TPK commissioning a collective of iwi and Māori-led organisations who can deliver Māori pathways for vaccination that are end-to-end and supported by a consolidated funding pool. This programme will test a new model of commissioning by bringing together multiple public service agencies, who will focus on achieving agreed outcomes for Māori and then provide grant funding to providers to achieve those outcomes through an end-to-end Māori-designed vaccination pathway.
6. This strategy will be delivered by Māori, for Māori, and will have a key focus on grass roots innovations, in particular around driving demand to ensure that all kuia and kaumātua are

vaccinated and that we meet the demand for rangatahi. The initial focus is on Tāmaki Makaurau, expanding to a nationwide focus to achieve an uplift by the end of 2021.

7. MOH and TPK support \$5 million being transferred from Vote Health to Vote Māori Development from the \$36 million referred to above to implement this strategy. This paper seeks joint Ministers' agreement to transfer the funding between Votes.
8. Note that, in the interim, TPK will expend \$2 million reprioritised within Vote Māori Development to support the programme. This is in addition to the \$5 million to be transferred from Vote Health.

### **Consultation**

9. The Director General of Health and the Secretary for Māori Development have agreed to the proposal. COVID-19 Vaccine Ministers were briefed on this programme on 23 September 2021 (attached) and support the funding transfer pending agreement by joint Ministers.
10. The Treasury has reviewed and endorses the contents of this briefing.

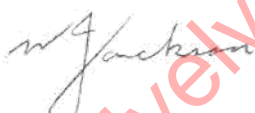


Proactively Released by Te Pūnaha Matihiko

**Recommended Action**

11. It is recommended that you:




1 - **approve** the following fiscally neutral adjustment to provide for increased delivery of the Covid-19 Vaccine amongst Māori communities, with no impact on the operating balance and/or net core Crown debt:

	\$m increase (decrease)				
	2021/22	2022/23	2023/24	2024/25	2025/26 & Outyears
<b>Vote Māori Development</b> <b>Te Minita Whanaketanga Māori</b> <i>Non-Departmental Output Expense:</i> Tahua Whanaketanga Māori   Māori Development Fund	5.000	-	-	-	-
<b>Vote Health</b> <b>Minister of COVID-19 Response</b> Multi-Category Expenses and Capital Expenditure: National Response to COVID-19 Across the Health Sector Non-departmental Output Expense: COVID-19 Public Health Response	(5.000)	-	-	-	-

 Hon Willie Jackson Te Minita Whanaketanga Māori Date: 30 / 09 / 2021	 Hon Chris Hipkins Minister for COVID-19 Response Date: 01 / 10 / 2021
 Hon Grant Robertson Minister of Finance Date: 03 / 10 / 2021	



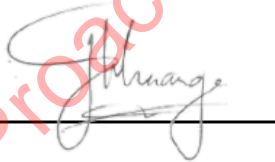
2 - **agree** that the proposed changes to appropriations for 2021/22 above be included in the 2021/22 Supplementary Estimates and that, in the interim, the increase be met from Imprest Supply.

 Hon Willie Jackson Te Minita Whanaketanga Māori	 Hon Chris Hipkins Minister for COVID-19 Response
Date: 30 / 09 / 2021	Date: 01 / 10 / 2021
 Hon Grant Robertson Minister of Finance	
Date: 03 / 10 / 2021	

3 - **note** that TPK will expend \$2 million reprioritised within Vote Māori Development to support the programme



Hamiora Bowkett  
 Deputy Secretary Strategy, Governance and Public Sector Performance



John Whaanga  
 Deputy Director-General, Māori Health

**Te Puni Kōkiri response to TKM Inquiry Questions (Pania Gray) dated 23 August 2024**

Question	Answer
<p>1. Does TPK know whether it is correct for there to be two funding lines to Waipareira - one direct from Te Pou Matakana and one via the Te Pae Herenga o Tāmaki Collective? We will check this with Te Pou Matakana but would value any comment TPK could make on this matter.</p>	<p>Te Puni Kōkiri is not a party to funding arrangements between Te Pou Matakana and its providers/partners and is unable to confirm the two funding lines in question. We can however confirm that Te Pou Matakana’s most recent 2022/23 Annual Report which is published, provides a list of the 16 Whānau Ora collectives and 108 kaupapa Māori health and social service providers on page 24 of the report.</p>
<p>2. Should there be a black (personally identifiable information) line going from the Te Pae Herenga o Tāmaki Collective back up to Whānau Tahī? It's unclear to us whether the collective is an entity in its own right which delivers services, collects personal information which would be supplied to Whānau Tahī, or, whether it is a funding vehicle only which does not deliver services, collect/store personal information. Any clarification you can provide on this point would be helpful.</p>	<p>Te Puni Kōkiri’s understanding is that Te Pae Herenga o Tamaki is the name of the collective. The information previously provided lists the configuration of providers within this collective. Waipareira, was highlighted as the lead provider for this collective. The areas of clarification sought on the triage of information including any personal information needs to be responded to by Te Pou Matakana as Te Puni Kōkiri is not a party to third party agreements and provider data sharing arrangements.</p> <p>Through information provided in Te Pou Matakana’s Annual Investment Plans and quarterly reporting, Te Puni Kōkiri is aware that Regional collectives investment provides Whānau Ora partners with the ability to retain autonomy in workforce development decision making to enable whānau-led, community driven solutions. The Whiria ngā hua investment programme, also enables collectives to innovate investment at a localised community driven level.</p>
<p>3. With respect to the balance of the \$1.5m from the MOH transfer, can TPK please confirm that it was not distributed to either Manurewa Marae or Te Whānau o Waipareira Trust.</p>	<p>Manurewa Marae and Te Whānau o Waipareira Trust were not one of the recipients of the balance of the \$1.5m transfer from the Ministry of Health.</p> <p>There were 28 recipients for the \$1.5m transfer from Ministry of Health (see recipient list below). Manurewa Marae and Te Whānau o Waipareira Trust are not listed as one of these recipients.</p> <p># out of scope</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>

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Proactively Released by Te Puni Kōkiri

23 Hereturikōka | August 2024

**To:** Te Puni Kōkiri  
**From:** Russell McVeagh (Government, Competition and Regulation group)

**Subject:** Assurance exercise – COVID-19 vaccination contracts, conflicts of interest policy, and privacy policy

### Introduction

1. Te Puni Kōkiri asked us to conduct a review exercise in respect of:
  - (a) contracts for COVID-19 vaccination acceleration with Te Pou Matakana and Te Whānau o Waipareira, especially how the contracts addressed conflicts of interest and/or personal information; and
  - (b) the extent to which internal policies and procedures on conflicts of interest and privacy align with relevant laws and/or public service guidance.
2. Further, where relevant we comment on suggested proposed improvements to Te Puni Kōkiri internal policies.
3. On 14 June 2024 the acting Public Service Commissioner initiated an inquiry into how government agencies protected personal information provided for the 2023 Census and COVID 19 vaccination purposes. This exercise considers some issues relevant to the Inquiry's work.
4. Te Puni Kōkiri asked us to review certain contracts and internal policies. We provide our detailed review as follows:
  - (a) **Appendix A:** Analysis of key provisions of contracts for conflicts of interest and personal information provisions;
  - (b) **Appendix B:** Analysis of the Internal Conflicts of Interest Policy against the Public Service Commission's Model Standards, and an analysis of gaps; and
  - (c) **Appendix C:** Analysis of the Internal Privacy Policy against the Privacy Principles, and an analysis of gaps.

### Assurance

5. Based on the material supplied to us by Te Puni Kōkiri, we can provide you with the following assurance:

- (a) In each contract covered by this exercise Te Puni Kōkiri required contracted providers, Te Pou Matakana and Te Whānau o Waipareira, to identify and manage actual, potential and perceived conflicts of interest. The obligation to raise conflicts of interest sat with the provider.
- (b) Further, in its contracts Te Puni Kōkiri required the providers to adhere to the same standards as in the Standards of Integrity and Conduct for State Services. Providers needed to ensure the provider and its personnel acted consistently with and promoted the Standards (which require those working for State Services to be fair, impartial, responsible and trustworthy).
- (c) Te Puni Kōkiri did not in its contracts share personal information with the providers, nor did it require the providers to report personal information to Te Puni Kōkiri. The contracts required providers to report to Te Puni Kōkiri at a high (or abstract) level, for example "vaccination rates", "demographic breakdowns", "target communities" or "geographic areas" (like a suburb or town).
- (d) The internal conflicts of interest policy at Te Puni Kōkiri broadly reflects Ngā Tauaki panga - Acting in the Spirit of Service Conflicts of Interest Model Standards published by the Public Service Commission. Te Puni Kōkiri adopted its internal conflicts of interest policy in June 2019 before the Commission published the current Model Standards. **Withheld for legal privilege**
- (e) The internal privacy policy at Te Puni Kōkiri comprises two parts: Kaupapa Pārongo Whaiaro Personal Information Policy and Kaupapa Pārongo Whaiaro Personal Information Processes. The internal privacy policy complies with the Privacy Commissioner's Privacy Principles as established by the Privacy Act 2020. **Withheld for legal privilege**  
**Withheld for legal privilege** We note that the Personal Information Policy is due for periodic revision in 2024.

#### Relevant contracts Te Puni Kōkiri entered

6. During the COVID-19 pandemic response Te Puni Kōkiri entered into three relevant contracts, namely:
- (a) related to COVID-19 vaccination purposes, one contract with Te Whānau o Waipareira (starting on 24 September 2021), and one contract (with one variation) with Te Pou Matakana (starting on 20 October 2021, variation starting on 3 November 2021); and
- (b) related to the broader COVID-19 response and the response and resilience of Māori Communities as part of the COVID-19 management framework, one contract with Te Whānau o Waipareira (starting on 7 April 2022).
7. The Table below provides an overview of the details of the relevant contracts. For completeness, throughout the COVID-19 response the outcomes agreement for commissioning Whānau Ora outcomes between Te Puni Kōkiri and Te Pou Matakana continued. Te Puni Kōkiri commissioned Whānau Ora outcomes, including pandemic

response outcomes, throughout the response, although the outcome agreement does not specifically relate to COVID-19 vaccination purposes.

**Table – relevant contracts related to COVID-19 vaccinations entered by Te Puni Kōkiri**

	Start	End	Provider	Fund	Amount
1	24-Sep-2021	14-Feb-2022	Te Whānau o Waipareira	Whānau Recovery Fund	\$1.5m
2	20-Oct-2021 (original contract)	14-Feb-2022	Te Pou Matakana	Māori Communities COVID-19 Fund (Phase 1)	\$3.5m
	3-Nov-2021 (variation)	14-Feb-2022	Te Pou Matakana	Māori Communities COVID-19 Fund (Phase 1)	\$5m
3	7-Apr-2022	29-Jul-2022	Te Whānau o Waipareira	Māori Communities COVID-19 Fund (Phase 2)	\$0.663m
				<b>Total funds</b>	<b>\$10,663,750</b>

8. The overall context in which Te Puni Kōkiri entered the contracts warrants comment. As we understand:
- The three relevant contracts emerged as part of a broader response by central Government, in particular the Ministry of Health, Te Arawhiti, and Te Puni Kōkiri, to accelerate Māori COVID-19 vaccination rates. In mid-September 2021 when Te Puni Kōkiri entered the first of the contracts, COVID-19 vaccination rates for Māori sat at 52 percent for first doses compared to approximately two-thirds for the eligible population as a whole.
  - Central Government could not reach into communities to accelerate levels of Māori vaccination for COVID-19. A devolved government-enabled, locally-led, and whānau-centred service delivery model was required to meet the challenge.
  - The situation was urgent. That meant that when it came to delivery through community providers, the Ministry of Health, Te Arawhiti, and Te Puni Kōkiri preferred to use existing providers with a known track record of activating networks to expedite contracting and, therefore, deliver quick results on the ground. In fact, Te Puni Kōkiri acknowledged in its internal guidance for the Māori Communities COVID-19 Fund that it would fund certain categories of eligible organisation, generally speaking, with which Te Puni Kōkiri already held existing contractual relationships. That meant conflicts of interest and other probity checks would already have been completed.
  - Under both the Whānau Recovery Fund and the Māori Communities COVID-19 Fund, Te Puni Kōkiri used its networks with Māori providers, including through its regional offices, to promote the funds and invite applications. Providers created proposals and submitted applications for consideration.
  - Each contract was approved through the appropriate channels. The Ministerial Oversight Group (Finance, Māori-Crown Relations, Māori Development, and

Associate Health / Whānau Ora) approved Māori Communities COVID-19 Fund (Phase 1) applications.

9. Given the above, the three relevant contracts notably did *not* specify detailed outputs. Rather, the contracts reflected a commissioning for outcomes approach (consistent with the Whānau Ora approach) that emphasised a Government-enabled, locally-led, and whānau-centred approach to service delivery. For example, the contract variation with Te Pou Matakana, which came into effect on 3 November 2021, did not go into great detail on targets. Rather it:
- (a) specified broad outcomes for achievement, such as 10,000 to 20,000 vaccinations for Māori "based on the needs of Māori communities as evidenced by comparatively low vaccination rates or the existence of large unvaccinated segments of local populations"; and
  - (b) required that services occur in the North Island outside the Auckland region.
10. The same devolved and outcomes-based approach featured in all three contracts.
11. The contract with Te Pou Matakana warrants additional comment here because of the organisation's status as one of three Whānau Ora commissioning agencies. In the contract letter, Te Puni Kōkiri and Te Pou Matakana acknowledged the existing contractual relationship but expressly kept it separate:
- "6. The parties acknowledge and agree that:
- a) this Agreement is separate from (but utilises your skills and experience developed in connection with) your Whānau Ora Commissioning Agreement and role as a Whānau Ora Commissioning Agency under that other agreement;
  - b) the Funds under this Agreement do not form part of your funding under, and the activities are not 'Services' or 'Other Activities' under, your Whānau Ora Commissioning Agreement;
  - ...
  - d) there is strong and close alignment between the outcomes and whānau that are the focus of the activities to be supported by the Funds and the outcomes and whānau that are the focus of your Investment Plan under the Whānau Ora Commissioning Agreement."
12. Further, as covered in analysis at **Appendix A**, clauses in the outcome agreement were used as an example of the Standards of Integrity applicable under the contract.

## Appendix A

Contract COVID-19 Whānau Recovery Fund investment agreement			
<b>Start</b>	24 September 2021		
<b>End</b>	14 February 2022		
<b>Funder</b>	Te Puni Kōkiri	<b>Provider</b>	Te Whānau o Waipareira
<b>Value</b>	\$1,500,000 excluding GST		
<b>Location</b>	Tāmaki Makaurau		
<b>Purpose</b>	<p>The Funds will be used for the following purposes:</p> <ul style="list-style-type: none"> <li>a) To carry out (or commission) activities and initiatives designed principally to overcome both the emotional and physical barriers to COVID-19 vaccination for Māori in the Tāmaki region using kaupapa Māori practices and principles; and</li> <li>b) to motivate Māori to get fully vaccinated against COVID-19; and</li> <li>c) to contribute towards 4 weeks delivery of Te Pae Herenga o Tāmaki Māori Vaccination Strategy received by Te Puni Kōkiri on 22 September 2021 ('the Strategy'). Overall the Strategy aims to vaccinate approximately 65,000 Māori.</li> </ul> <p>(the immediately preceding sub-paragraphs collectively constitute the "Funding Purpose").</p>		
	<b>Summary</b>	<b>Comment</b>	
<b>Conflicts   ethics</b>	<ul style="list-style-type: none"> <li>• Conflicts of interest (clause 6) in terms and conditions describes actual, potential, or perceived conflicts. Provider confirms it does not have any conflicts which "will or may affect...undertaking the Funding Purpose". Requirement on Provider to identify and notify Te Puni Kōkiri immediately of anything that might give rise to conflict of interest.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Conflict of interest, including confirmation that no conflicts, description of types of conflict, and process if conflicts arise, covered in contract. <b>Withheld for legal privilege</b></li> <li><input checked="" type="checkbox"/> Conflicts of interest also covered through incorporating requirements of Standards of Integrity and Conduct, as well as other standards like political neutrality, acting lawfully, using</li> </ul>	



Contract COVID-19 Whānau Recovery Fund investment agreement		
	<ul style="list-style-type: none"> <li>Organisation and personnel must "act consistently with and promote the standards of behaviour expected by" the State Sector Standards of Integrity and Conduct.</li> </ul>	<p>organisation's resources only for intended purposes, and treating information with care and using it only for proper purposes.</p> <p>◇ <b>Withheld for legal privilege</b>            [Redacted]            [Redacted]            [Redacted]</p>
Personal information	<ul style="list-style-type: none"> <li>Reporting to Te Puni Kōkiri at a high-level and <i>not</i> covering personal information.</li> <li>Among other things reporting on "vaccination rates", "demographic breakdowns", and "target communities".</li> </ul>	<p><input checked="" type="checkbox"/> No supply by Te Puni Kōkiri of personal information.</p> <p><input checked="" type="checkbox"/> No requirement to supply personal information to Te Puni Kōkiri.</p>

Proactively Released by Te Puni Kōkiri

Contract accelerated Māori vaccination programme investment agreement			
<b>Start</b>	20 October 2021		
<b>End</b>	14 February 2022		
<b>Funder</b>	Te Puni Kōkiri	<b>Provider</b>	Te Pou Matakana
<b>Value</b>	\$3,500,000 excluding GST		
<b>Location</b>	Te-Ika-a-Māui outside Tāmaki Makaurau		
<b>Purpose</b>	<p>Te Puni Kōkiri acknowledges the urgent need to increase vaccination rates for Māori outside Tāmaki Makaurau and has selected Te Pou Matakana because of its existing experience (as a Whanau Ora Commissioning Agency) in using a kaupapa Māori approach to identify, fund and support initiatives to achieve this outcome by utilising members of its existing network of Whanau Ora providers in local communities where those initiatives are most needed. The Funds will be used solely for the following purposes:</p> <p>a) using kaupapa Māori practices and principles, to carry out (or commission) activities and initiatives designed principally to overcome both the emotional and physical barriers to COVID-19 vaccination for Māori in North Island areas where Māori vaccination rates are low ("Priority Areas"):</p> <p>(i) as at the date of this Agreement, less than 61% for first dose of the vaccination; or</p> <p>(ii) if the vaccination rate across all initial Priority Areas is over 61% for first dose, areas or regions where the Māori vaccination rate is below the national average Māori vaccination rate; and</p> <p>b) to encourage and support Māori in each Priority Area to get fully vaccinated against COVID-19. (the immediately preceding sub-paragraphs collectively constitute the "Funding Purpose").</p>		
	<b>Summary</b>	<b>Comment</b>	
<b>Conflicts   ethics</b>	<ul style="list-style-type: none"> <li>Conflicts of interest (clause 6) in terms and conditions describes actual, potential, or perceived conflicts. Provider confirms does not have any conflicts which "will or may affect...undertaking the Funding Purpose". Requirement on Provider to identify and notify Te Puni Kōkiri immediately of anything that might give rise to conflict of interest.</li> </ul>	<input checked="" type="checkbox"/> Conflict of interest, including confirmation that no conflicts, description of types of conflict, and process if conflicts arise, covered in contract. <b>Withheld for legal privilege</b> <input checked="" type="checkbox"/> Conflicts of interest also covered through incorporating requirements of Standards of Integrity and Conduct, as well as other standards like political neutrality, acting lawfully, using	

Contract accelerated Māori vaccination programme investment agreement		
	<ul style="list-style-type: none"> <li>• Organisation and personnel must "act consistently with and promote the standards of behaviour expected by" the State Sector Standards of Integrity and Conduct.</li> <li>• "In practice" the Standards of Integrity and Conduct have the same requirement as Whānau Ora outcomes agreement (clause 4 of Appendix II) which requires that the Provider must put in place, and comply with, policies and practices that represent current best practice with respect to managing conflicts of interest both when asking for applicants or submissions and selecting Recipients of funding. The Provider must act consistently with and promote the standards of behaviour expected by the "Standards of Integrity and Conduct" issued by the State Services Commission.</li> </ul>	<p>organisation's resources only for intended purposes, and treating information with care and using it only for proper purposes.</p> <p>◇ <b>Withheld for legal privilege</b>  ██  ██  ██</p>
<b>Personal information</b>	<ul style="list-style-type: none"> <li>• Reporting to Te Puni Kōkiri at a high-level and <i>not</i> covering personal information – among other things, high-level reporting on "vaccination rates", "demographic breakdowns" and "target communities".</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> No supply by Te Puni Kōkiri of personal information.</li> <li><input checked="" type="checkbox"/> No requirement to supply personal information to Te Puni Kōkiri.</li> </ul>

Proactively Released by Te Puni Kōkiri

Contract accelerated Māori vaccination investment agreement variation: Te Pou Matakana			
<b>Start</b>	3 November 2021		
<b>End</b>	14 February 2022		
<b>Funder</b>	Te Puni Kōkiri	<b>Provider</b>	Te Pou Matakana
<b>Value</b>	\$5,000,000 excluding GST (total contract now \$8,500,000 excluding GST)		
<b>Location</b>	Te-Ika-a-Māui outside Tāmaki Makaurau		
<b>Purpose</b>	<p>Replaced original purpose with the following:</p> <p>Te Puni Kōkiri acknowledges the urgent need to increase vaccination rates for Māori outside Tāmaki Makaurau and has selected Te Pou Matakana Limited because of its existing experience (as a Whānau Ora Commissioning Agency) in using a kaupapa Māori approach to identify, fund and support initiatives to achieve this outcome by utilising members of its existing network of Whānau Ora providers in local communities where those initiatives are most needed. The Funds will be used solely for the following purposes:</p> <ol style="list-style-type: none"> <li>to provide vaccine delivery and pastoral support across Whānau Ora collectives in Te-Ika-a-Māui. This proposal looks at new vaccination incentives and activities for each rohe that target: Rangatahi, Whānau and the Community as required based on the needs of Māori communities as evidenced by comparatively low vaccination rates or the existence of large unvaccinated segments of local populations.</li> <li>to deliver the vaccine and pastoral support to the different collectives in each region.</li> <li>to increase the uptake of vaccinations in Te-Ika-a-Māui by encouraging approximately 10,000–20,000 Māori to be fully vaccinated over the duration of this contract (the immediately preceding sub-paragraphs collectively constitute the "Funding Purpose")."</li> </ol>		
	<b>Summary</b>	<b>Comment</b>	
<b>Conflicts   ethics</b>	Unchanged from original contract.	Unchanged from original contract.	
<b>Personal information</b>	<ul style="list-style-type: none"> <li>• Reporting to Te Puni Kōkiri high-level and <i>not</i> covering personal information, for example:               <ul style="list-style-type: none"> <li>○ Geographical location (where was initiative delivered (suburb / town)?</li> </ul> </li> </ul>	<input checked="" type="checkbox"/> No supply by Te Puni Kōkiri of personal information. <input checked="" type="checkbox"/> No requirement to supply personal information to Te Puni Kōkiri.	

**Contract accelerated Māori vaccination investment agreement variation: Te Pou Matakana**

- Cohort information (confirm the cohort groups you have engaged with to date).
- Vaccination (please provide an estimate of the number of vaccinations you project has contributed to).

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Contract Māori Communities COVID-19 investment agreement					
<b>Start</b>	7 April 2022				
<b>End</b>	29 July 2022				
<b>Funder</b>	Te Puni Kōkiri				
<b>Provider</b>	Te Whānau o Waipareira				
<b>Value</b>	\$663,750 excluding GST				
<b>Location</b>	Tāmaki Makaurau				
<b>Purpose</b>	<p>The Funds will be used to support:</p> <ul style="list-style-type: none"> <li>▪ Māori led responses to the COVID-19 environment and the Framework; and</li> <li>▪ Increased resilience of Māori communities.</li> </ul> <p>Specifically, to support Te Pae Herenga o Tāmaki to plan, design and provide wrap around support and care (not currently available through other avenues) for those individuals/whānau required to self-isolate at home in Tāmaki Makaurau.</p>				
	<table border="1"> <thead> <tr> <th>Summary</th> <th>Comment</th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>• Conflicts of interest (clause 6) in terms and conditions describes actual, potential, or perceived conflicts. Provider confirms does not have any conflicts which "will or may affect...undertaking the Funding Purpose". Requirement on Provider to identify and notify Te Puni Kōkiri immediately of anything that might give rise to conflict of interest.</li> <li>• Terms and conditions reference to State Sector Standards of Integrity and Conduct.</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>☑ Conflict of interest, including confirmation that no conflicts, description of types of conflict, and process if conflicts arise, covered in contract. <b>Withheld for legal privilege</b></li> <li>☑ Conflicts of interest also covered through incorporating requirements of Standards of Integrity and Conduct, as well as other standards like political neutrality, acting lawfully, using organisation's resources only for intended purposes, and treating information with care and using it only for proper purposes.</li> <li>◇ <b>Withheld for legal privilege</b></li> </ul> </td> </tr> </tbody> </table>	Summary	Comment	<ul style="list-style-type: none"> <li>• Conflicts of interest (clause 6) in terms and conditions describes actual, potential, or perceived conflicts. Provider confirms does not have any conflicts which "will or may affect...undertaking the Funding Purpose". Requirement on Provider to identify and notify Te Puni Kōkiri immediately of anything that might give rise to conflict of interest.</li> <li>• Terms and conditions reference to State Sector Standards of Integrity and Conduct.</li> </ul>	<ul style="list-style-type: none"> <li>☑ Conflict of interest, including confirmation that no conflicts, description of types of conflict, and process if conflicts arise, covered in contract. <b>Withheld for legal privilege</b></li> <li>☑ Conflicts of interest also covered through incorporating requirements of Standards of Integrity and Conduct, as well as other standards like political neutrality, acting lawfully, using organisation's resources only for intended purposes, and treating information with care and using it only for proper purposes.</li> <li>◇ <b>Withheld for legal privilege</b></li> </ul>
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<b>Conflicts   ethics</b>					

Contract Māori Communities COVID-19 investment agreement

<p><b>Personal information</b></p>	<ul style="list-style-type: none"> <li>• Reporting to Te Puni Kōkiri at a high-level and <i>not</i> covering personal information, for example:             <ul style="list-style-type: none"> <li>○ geographic location and number of vaccinations (for events);</li> <li>○ cohort/target group, geographic location (for home isolation, communications and connections, support for hapori Māori to operate under the COVID-19 Framework, and urgent community needs).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> No supply by Te Puni Kōkiri of personal information.</li> <li><input checked="" type="checkbox"/> No requirement to supply personal information to Te Puni Kōkiri.</li> </ul>
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Proactively Released by Te Puni Kōkiri

## Appendix B

### Comparison of the Te Puni Kōkiri Internal Conflicts of Interest Policy against the Public Service Commission's Conflict of Interest Model Standard

Kaupapa Whakahaere Tautohe Whaiwāhitanga Managing Conflicts of Interest Policy ("**Internal Policy**") sets out the objectives of Te Puni Kōkiri to maintain the highest standards of ethical behaviour in relation to conflicts of interest. The explanation to the Internal Policy rests on the principle that the "impartiality and integrity of state servants is central to the maintenance of public and Government confidence in the State Services". Puka Whakamōhio Whaiwāhitanga Notification of Interest Form (including criminal convictions) ("**Notification of Interest Form**") allows Te Puni Kōkiri to collect Notification of Interest details.

The Internal Policy is set out in five sections:

- Why we have this policy | Ko Te Pūtake o tēnei Kaupapa Here;
- Policy | Kaupapa Here
- Responsibility and Enforcement | Ko Ngā Haepapa me Ngā Uruhi
- Policy Approval | Ko Te Whakaaetanga o te Kaupapa
- Related Documents | Ko Ētahi atu Kaupapa Here
- Contact | Whakapā Mai

We have reviewed the Internal Policy and the Notification of Interest Form against the Public Service Commission's [Ngā Tauaki pānga Conflicts of Interest Model Standards](#) ("**Model Standard**").

- A tick beside a Model Standard in column three indicates that the contents of the policy at Te Puni Kōkiri aligns with the Model Standard.
- A diamond beside a Model Standard in column one indicates a gap in the contents of the policy at Te Puni Kōkiri, or where the Internal Policy does not align with or address a Model Standard.
- A cross beside a model standard in column one indicates that the contents of the policy at Te Puni Kōkiri does *not* align with the Model Standard.



Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
<p><b>Organisational commitment, leadership and culture</b></p> <p>◇ Organisations need regular statements from senior leadership of their expectations of people within the organisation to act honestly and ethically, and to disclose conflicts of interest fully and openly.</p>	<p>No equivalent clause.</p>	<p>Withheld for legal privilege</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p><b>Appointment and engagement – employment and contractors</b></p> <p>☑ Organisations ensure that candidates are alert to the possibility of conflicts of interest and its expectations that people will act honestly and ethically, and fully and openly disclose actual and potential conflicts of interest and this is formally recorded.</p> <p>☑ Organisations have procedures to allow candidates to review and disclose potential conflicts of interest as part of the pre-selection process.</p> <p>☑ Expectations relating to conflicts of interest are explicitly referred to and recorded in contractual agreements; individuals are required to sign that they have read and understood the expectations and accept responsibility for identifying and recording their relevant private interests.</p>	<p><b>Policy:</b></p> <p>4. Employees must, when they first join Te Puni Kōkiri and annually thereafter, complete a formal declaration setting out:</p> <p>a. any actual, perceived or potential private interests, and the nature of that interest, which might interfere with the full, effective and impartial discharge of their official duties; and</p> <p>b. the manner in which any such declared interest may relate to their role within Te Puni Kōkiri;</p> <p>c. the form must be completed by all employees, including those who have no conflict of interest to declare</p> <p>7. All contractors and consultants are required to:</p> <p>a. confirm that they have no actual, perceived or potential conflict of interest which will or may affect their performance of the services required under their contract.</p>	<p>The Internal Policy applies to all employees, contractors and consultants once appointed, with periodic notification requirements (annually for employees).</p> <p>Withheld for legal privilege</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>We understand that the investment application process at Te Puni Kōkiri requires applicants to identify actual or potential conflicts of interest. In turn, officials considering the application must take the conflicts of interest disclosure into account, including any means to manage a conflict. We have not separately reviewed this process.</p> <p>The contracts reviewed as part of this exercise all contain conflicts of interest provisions (at clause 6 of the terms and conditions). A provider is required to confirm that it does not have a conflict of interest, to do its best to avoid situations that may lead to a conflict, and to notify Te Puni Kōkiri</p>

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
	<p>b. notify Te Puni Kōkiri immediately if they become aware of anything that might give rise to an actual, perceived or potential conflict of interest between their obligations to Te Puni Kōkiri and any other interests or responsibilities they may have. Managers must ensure that proper steps are taken to manage the conflict and minimise any risk to Te Puni Kōkiri. This must be documented and retained with the contract documentation.</p> <p><b>Notification of Interest Form:</b></p> <p>Specific questions requiring a YES / NO answer, asking the respondent to advise if they are currently involved in various matters, including:</p> <ul style="list-style-type: none"> <li>• Making comment on Government Policy other than that required by the Ministry</li> <li>• Participating in Public Bodies or Voluntary Associations</li> <li>• Having a financial interest in any company with whom the Ministry has dealings</li> <li>• Holding a position in any iwi or community organisation which has a contractual relationship with the Ministry</li> <li>• Receiving gifts, services, discounts, loans or cash from any supplier of services to the Ministry which are not available to all staff.</li> </ul> <p>Answering YES to any of the questions requires disclosure of the details, a management plan</p>	<p>of any conflicts that arise. These provisions draw on the "Guide to Procurement".</p> <p>Meanwhile, the Whānau Ora Outcomes Agreement (with Te Pou Matakana) contains conflicts of interest management provisions, for example:</p> <ul style="list-style-type: none"> <li>• Appendix 2 – Monitoring by the Purchasing Agency: Review of conflict of interest registers and any conflict of interest management plans on an annual cycle to coincide with reporting against the Investment Plan.</li> <li>• Appendix 11, clause 4 - Operating policies and practices: The Provider must put in place, and comply with, policies and practices that represent current best practice with respect to managing conflicts of interest both when asking for applicants or submissions and selecting Recipients of funding. The Provider must act consistently with and promote the standards of behaviour expected by the "standards of Integrity and Conduct" issued by the State Services Commission.</li> </ul> <p><b>Withheld for legal privilege</b></p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p>

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
	<p>recorded in writing, and approval by a manager with appropriate delegations.</p>	<p><b>Withheld for legal privilege</b></p> <p>[Redacted text]</p>
<p><b>Training and awareness</b></p> <ul style="list-style-type: none"> <li>☑ There are processes in all organisations for ensuring that existing and potential staff understand and are alert to the possibility of conflicts of interest and the requirements to disclose them.</li> <li>◇ Training on recognising and disclosing conflicts of interest is covered in induction for staff and contractors, as well as following any changes to policies or procedures, and</li> </ul>	<p><b>Policy:</b></p> <p>5. If at any time an actual, perceived or potential conflict of interest arises, employees should immediately inform their Manager of the full nature of the actual, perceived or potential conflict of interest. Both the Manager and the employee must complete and sign the Notification of Interest form, confirming that any conflict of interest that has been notified has been appropriately mitigated.</p>	<p>The Internal Policy provides for employees, contractors and consultants to notify potential or actual conflicts of interest, for example, through the Notification of Interests Form.</p> <p>We understand that training for employees, contractors, consultants and managers occurs in house.</p> <p>Further to the Public Service Commission's review of agency practices dated 12 December</p>

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
<p>supported by regular reminders of individuals' ongoing responsibility to identify and disclose.</p> <ul style="list-style-type: none"> <li>◇ Training for managers includes receiving and dealing with disclosures of conflicts of interest, knowing how and when to access professional advice and support, and handling complaints or breaches of the policy.</li> <li>☑ There are designated people or teams that staff can talk to when they think they may have a conflict of interest.</li> <li>☑ All conflicts of interest disclosed to an organisation are assessed and either avoided or actively managed in a timely way.</li> </ul>	<p>6. On receiving notice from an employee of an actual, perceived or potential Conflict of Interest, Managers must ensure that proper steps are taken to manage and monitor the conflict and minimise any risk to Te Puni Kōkiri. This must be documented and retained on the staff member's personnel file in Human Resources &amp; Capability.</p> <p>Responsibility and Enforcement: If, at any time, there are doubts about managing actual, potential or perceived Conflicts of Interest, employees, consultants and contractors can discuss those concerns directly with either the Manager, Human Resource &amp; Capability or the Manager, Risk &amp; Assurance.</p>	<p>2022, we also understand that Te Puni Kōkiri implemented a suite of best practice changes which align with the training and awareness guidance in the Model Standards, specifically (see page 37 of the Commission's report):</p> <ul style="list-style-type: none"> <li>• Improved training and guidance for staff on conflicts of interest (commenced late 2022) – These focus on how to identify and manage conflicts of interest (actual, potential and perceived), how to identify and manage risks, and how to carry out due diligence on organisations and individuals whose applications are being considered.</li> <li>• A Quality Assurance (QA) programme (developed in 2022, commencing early 2023) – This involves an independent QA check across a sample of investments to identify training needs and/or process improvement opportunities.</li> <li>• A risk-based decision tool for determining when proposals should be escalated to the ISC for approval (commenced November 2022) – This is based on an assessment of risk criteria, with conflicts of interest being one of these criteria.</li> <li>• A new conflict of interest management plan (COIMP) tool and internal system drawing attention to conflicts of interest (commenced October 2022) – The COIMP supports officials to better assess, manage, and document conflicts of interest across all funds. The new system ensures ISC</li> </ul>

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
		<p>decisions formally consider any conflicts of interest and the supporting COIMP.</p> <p>Finally, we note that the Notification of Interest form suggests completing the Te Pūnaha Ako Integrity and Conduct module "is encouraged".</p> <p><b>Withheld for legal privilege</b></p> <p>[Redacted]</p>
<p><b>Roles, responsibilities and accountability</b></p> <ul style="list-style-type: none"> <li>☑ Internal policies and processes designate clear roles and responsibilities and are readily available for people to access.</li> <li>☑ Internal policies provide clear rules that define inappropriate conflicts, such as involvement in the appointment of a family member.</li> <li>☑ There is a mechanism for recording private interests that may give rise to a conflict of interest, which is frequently updated and monitored while appropriately protecting privacy.</li> <li>☑ The policy makes it clear that the disclosure of a private interest does not in itself resolve a conflict and measures to resolve or manage the conflict must be considered.</li> <li>◇ When a conflict of interest is suspected to involve criminal activity, organisations will report the matter to the Police or Serious Fraud Office.</li> </ul>	<p><b>Policy:</b></p> <ol style="list-style-type: none"> <li>1. Employees must perform their duties honestly and impartially, and avoid situations which might compromise their integrity or otherwise lead to actual, perceived or potential conflicts of interest.</li> <li>2. Employees should avoid any financial or other interest or undertaking that could directly or indirectly compromise the performance of their duties, or the standing of Te Puni Kōkiri in its relationships with the public, clients, or Ministers. This could include any situation where actions taken in an official capacity could be seen to influence or be influenced by an individual's private interests (eg, company directorships, shareholdings, offers of outside employment).</li> <li>3. Employees should not receive payment from any other source for duties performed while on Te Puni Kōkiri time. This includes taking payment for meeting obligations such as Jury Duty. Any personal obligations (being on boards, advisory groups etc) must be met either outside work hours, or by using annual or unpaid leave. These potential conflict of</li> </ol>	<p>The Internal Policy provides guidance on the types of situations that would be considered inappropriate conflicts (for example, financial interests / any form of payment for meeting obligations) and requires ongoing reporting as conflicts arise. The Internal Policy requires that conflicts must be managed, with appropriate management approach reported to Tier 2 level.</p> <p><b>Withheld for legal privilege</b></p> <p>[Redacted]</p> <ul style="list-style-type: none"> <li>■ [Redacted]</li> <li>■ [Redacted]</li> </ul>

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
	<p>interest mitigation strategies must be agreed with the Manager and documented and retained on the employee file.</p> <p>8. Employees, consultants and contractors are required to declare, to their Manager and the Chief Executive, their intention to stand for public office in either local body or general elections.</p> <p>The Manager will advise their Deputy CE of the nature and degree of any conflict as it relates to the person's official duties, and recommend to the Deputy CE the most appropriate course of action to manage it.</p>	
<p><b>Managing conflicts</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> There are policies and processes in place for disclosing, recording and responding to conflicts of interest. Policies and processes reflect the organisation's particular functions, context and statutory requirements.</li> <li><input checked="" type="checkbox"/> There is a process for managing conflicts of interest which includes what constitutes a conflict, options for managing it (including considering whether or not an individual should continue to be involved with work in the potential area of conflict), who makes decisions, and potential consequences of non-compliance.</li> <li><input checked="" type="checkbox"/> There are clear and documented responsibilities and actions for managers receiving, assessing, managing and monitoring disclosed conflicts of interest.</li> </ul>	<p><b>Policy:</b></p> <p>5. If, at any time, an actual, perceived or potential Conflict of Interest arises, employees should immediately inform their Manager of the full nature of the actual, perceived or potential Conflict of Interest. Both the Manager and the employee must complete and sign the Notification of Interest form, confirming that any conflict of interest that has been notified has been appropriately mitigated.</p> <p>The Manager will advise their Deputy Chief Executive of the nature and degree of any conflict as it relates to the person's official duties, and recommend to the Deputy Chief Executive the most appropriate course of action to manage it.</p> <p><b>Responsibility and Enforcement:</b></p> <p>Managers are required to:</p>	<p>The Internal Policy contains appropriate measures to manage conflicts. Staff (including employees, contractors and consultants) are required to disclose conflicts. Managers must develop management plans which they recommend to their Deputy CE. Further, an auditable process exists through the Notification of Interest Form which requires sign-off by a Manager with appropriate delegations.</p>

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
<ul style="list-style-type: none"> <li>☑ There are support mechanisms for assisting managers in reviewing and improving their skills in identifying and avoiding or managing conflicts.</li> <li>☑ The arrangements for dealing with conflicts are clearly recorded in formal documents to enable the organisation concerned to demonstrate, if necessary, that a specific conflict has been appropriately identified and managed.</li> <li>☑ Decision-making processes at all stages can be audited and justified.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that all contractors, consultants and suppliers are aware of their obligations to advise Te Puni Kōkiri of any actual, perceived or potential conflict of interest which will or may affect the provision of goods or services.</li> <li>• Ensure that any declared Conflicts of Interest are seen to be managed appropriately by:               <ul style="list-style-type: none"> <li>○ advising the Deputy Chief Executive of the nature and degree of any conflict as it relates to the person's official duties;</li> <li>○ recommending to the Deputy Chief Executive the most appropriate course of action to manage it; and</li> <li>○ documenting the course of action, and ensuring that a copy is retained either on the HR personnel file for employees, or with the contract documentation for contractors and consultants.</li> </ul> </li> <li>• Be familiar with, and have access to, the Good Practice Guide Managing Conflicts of Interest: Guidance for public entities published by the Office of the Auditor-General, and Understanding the code of conduct – Guidance for State servants published by SSC.</li> <li>• Consult with either the Manager, Human Resources &amp; Capability or the Manager, Risk &amp; Assurance when they are unable to</li> </ul>	

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
	ascertain the level of individual responsibility for non-compliance with this Policy.	
<p><b>Monitoring and evaluating</b></p> <ul style="list-style-type: none"> <li>☑ All conflicts of interest are centrally recorded and organisations have designated people responsible for tracking, monitoring and reporting to senior leadership.</li> <li>☑ Conflicts of interest are included in organisation's risk management programmes and reporting, including any internal or external risk and assurance committees.</li> <li>☑ There are training and systems in place to enable centralised tracking, monitoring, auditing practices and continuous improvement of policies and processes.</li> <li>☑ The conflict of interest register is regularly reviewed, updated and included as part of the organisation's audit programme.</li> <li>◇ Monitoring agencies regularly discuss conflicts of interest with Crown entity Board Chairs, including recorded conflicts and applicable policies.</li> </ul>	<p><b>Policy:</b></p> <p>4. Employees must, when they first join Te Puni Kōkiri, and annually thereafter, complete a formal declaration setting out:</p> <ul style="list-style-type: none"> <li>a. any actual, perceived or potential private interests, and the nature of that interest, which might interfere with the full, effective and impartial discharge of their official duties;</li> <li>b. the manner in which any such declared interest may relate to their role within Te Puni Kōkiri; and</li> <li>c. the form must be completed by all employees, including those who have no conflict of interest to declare.</li> </ul> <p><b>Notification of Interest Form:</b></p> <p>Specific questions requiring a YES / NO answer, asking the respondent to advise if they are currently involved in various matters, including:</p> <ul style="list-style-type: none"> <li>• Making comment on Government Policy other than that required by the Ministry</li> <li>• Participating in Public Bodies or Voluntary Associations</li> <li>• Having a financial interest in any company with whom the Ministry has dealings</li> </ul>	<p>We note that all declarations of interest forms and approved management plans require approval by Human Resources and retention on the employee or contractor file (which ensures central recording). We have not assessed internal HR and related practices as part of this exercise.</p> <p><b>Withheld for legal privilege</b></p> <p>[Redacted text]</p> <p>We understand that conflicts of interest recording occurs for hui of the Executive Leadership Team, governance committees, and the Audit and Risk Committee, including registers (although we have not reviewed these records).</p> <p>Please note we did not consider the Monitoring Agency function of Te Puni Kōkiri in respect of Crown Entities, hence we placed a ◇ next to that guidance in the Model Standards.</p>



Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
	<ul style="list-style-type: none"> <li>• Holding a position in any iwi or community organisation which has a contractual relationship with the Ministry</li> <li>• Receiving gifts, services, discounts, loans or cash from any supplier of services to the Ministry which are not available to all staff.</li> </ul> <p>Answering YES to any of the questions requires disclosure of the details, a management plan recorded in writing, and approval by a manager with appropriate delegations.</p>	
<p><b>Raising concerns</b></p> <ul style="list-style-type: none"> <li>☑ Internal policies and processes include mechanisms to allow individuals to raise concerns about how the organisation is managing their declared interest.</li> <li>☑ All concerns raised about management of declared interests are assessed, recorded and acted on in a timely way.</li> <li>☑ There is appropriate separation of duties and well-defined roles that underpin organisations' processes in relation to concerns raised by individuals.</li> </ul>	<p><b>Responsibility and enforcement:</b></p> <p>If, at any time, there are doubts about managing actual, potential or perceived Conflicts of Interest, employees, consultants and contractors can discuss those concerns with either the Manager, Human Resource &amp; Capability or the Manager, Risk &amp; Assurance.</p> <p>Managers are required to:</p> <p>Ensure that all contractors, consultants and suppliers are aware of their obligations to advise Te Puni Kōkiri of any actual, perceived or potential conflict of interest which will or may affect the provision of goods or services.</p> <p>Ensure that any declared Conflicts of Interest are seen to be managed appropriately by:</p> <ul style="list-style-type: none"> <li>• advising the Deputy Chief Executive of the nature and degree of any conflict as it relates to the person's official duties;</li> </ul>	<p>The Internal Policy aligns with the Model Standards.</p>

Model Standard	Te Puni Kōkiri Internal Policy	Alignment with Model Standard
	<ul style="list-style-type: none"> <li>• recommending to the Deputy Chief Executive the most appropriate course of action to manage it; and</li> <li>• documenting the course of action, and ensuring that a copy is retained either on the HR personnel file for employees, or with the contract documentation for contractors and consultants.</li> </ul> <p>Be familiar with, and have access to, the Good Practice Guide Managing conflicts of Interest: Guidance for public entities published by the Office of the Auditor-General, and Understanding the code of conduct – Guidance for State servants published by SSC.</p> <p>Consult with either the Manager, Human Resources &amp; Capability or the Manager, Risk &amp; Assurance when they are unable to ascertain the level of individual responsibility for non-compliance with this Policy</p>	

Proactively Released by Te Puni Kōkiri

## Appendix C

### Comparison of the Te Puni Kōkiri Personal Information Policy and Processes against the Privacy Principles under the Privacy Act 2020

The privacy policy at Te Puni Kōkiri comprises two parts: Kaupapa Pārongo Whaiaro Personal Information Policy ("**Personal Information Policy**") and Kaupapa Pārongo Whaiaro Personal Information Processes ("**Personal Information Processes**").

The Personal Information Policy establishes the purpose of the Policy and its legislative background. It provides an overview of the role of the Chief Privacy Officer, the creation, classification, use and disposal of personal information and dealing with requests for personal information. **Withheld for legal privilege**

The Personal Information Processes is to be read in conjunction with the Personal Information Policy as well as the Classified Information Policy and Records Management Policy (we did not review the latter two). The Personal Information Processes sets out the procedures relating to personal information, followed by a Privacy Impact Assessment Form ("**Form A**") and an Information Sheet for Privacy Complaint ("**Form B**"). Form A contains questions to the individual collecting, using and/or disposing of the personal information. On completion of Form A, it is to be signed by the manager and sent to legal services to complete a Privacy Impact Assessment Report.

We have reviewed the Privacy Policy against the 13 Information Privacy Principles ("**Privacy Principles**") established by the Privacy Act 2020. We have summarised the Privacy Principles and the relevant clauses of the Privacy Policy in the table below:

- ☑ A tick in column three indicates that the contents of the Privacy Policy at Te Puni Kōkiri aligns with the Privacy Principles.
- ◇ A diamond in column three indicates a gap in the contents of the policy at Te Puni Kōkiri.
- ☒ A cross in column three indicates that the contents of the policy at Te Puni Kōkiri does *not* align with the Privacy Principles.

Privacy Principle	Te Puni Kōkiri Internal Policy Clauses	Alignment with Privacy Principle requirements
<p><b>Purpose of collection of Personal Information</b></p> <p>Agencies can only collect personal information if it is for a lawful purpose and the collection of the information is necessary for that purpose. Agencies should not require identifying information if it is not necessary for its purpose.</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>Principle 1 - Purpose of collection of personal information: Te Puni Kōkiri will only collect information for purposes related to its lawful role and functions</li> </ul> <p><b>Personal Information Processes:</b></p> <ul style="list-style-type: none"> <li>Step 1 – Collection: Personal Information can only be collected for a purpose that is related to a lawful function of Te Puni Kōkiri and the personal information must be necessary for the purpose Te Puni Kōkiri wants to achieve. The first step is to consider the following matters and take the appropriate action:               <ol style="list-style-type: none"> <li>Is the Personal Information being collected for a lawful function of Te Puni Kōkiri?                   <ol style="list-style-type: none"> <li>If the answer is 'yes' move onto question b;</li> <li>If the answer is 'no' then the information cannot be collected;</li> </ol> </li> <li>Is the Personal Information necessary for the lawful purposes that Te Puni Kōkiri wants                   <ol style="list-style-type: none"> <li>to achieve?</li> <li>If the answer is 'yes' move onto Step 2;</li> </ol> </li> <li>If the answer is 'no' then the information cannot be collected</li> </ol> </li> </ul> <p><i>Form A Questions</i></p> <ul style="list-style-type: none"> <li>What Personal Information is being Collected in your area?</li> <li>What is the purpose for which the Personal Information is being collected?</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p> <p><b>Withheld for legal privilege</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>Source of Personal Information</b></p> <p>If an agency collects personal information, the information must be collected from the individual concerned. Because that won't always be possible, agencies can collect information from</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>Principle 2 – Source of Personal Information: Te Puni Kōkiri will collect Personal Information directly from the individual concerned unless one of the exceptional situations permitted under the Act applies.</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>

Privacy Principle	Te Puni Kōkiri Internal Policy Clauses	Alignment with Privacy Principle requirements
<p>other people in certain situations. For example, if:</p> <ul style="list-style-type: none"> <li>the person concerned gives the agency permission;</li> <li>collecting it in another way would not prejudice the person's interests;</li> <li>collecting the information from the person directly would undermine the purpose of collection; or</li> <li>the information is publicly available.</li> </ul>	<p><b>Personal Information Processes:</b></p> <p><i>Form A Questions:</i></p> <p>The Act requires Personal Information to be collected directly from the person themselves unless Te Puni Kōkiri has reasonable grounds to believe that the individual has authorised someone else to disclose their personal information to Te Puni Kōkiri.</p> <ul style="list-style-type: none"> <li>Is the Personal Information being collected directly from the person themselves?</li> <li>If the Personal Information being collected from someone else, how will you ensure that the individual has authorised the disclosure?</li> <li>What steps have been taken to ensure that relevant staff been made aware of these requirements?</li> </ul>	
<p><b>Collection of Information from subject</b></p> <p>If an agency collects personal information from the individual concerned, the agency must take any steps that are, in the circumstances, reasonable to ensure that the individual concerned is aware of certain facts, including:</p> <ul style="list-style-type: none"> <li>why it's being collected;</li> <li>who will receive it;</li> <li>whether giving it is compulsory or voluntary; and</li> <li>what will happen if they don't give the information.</li> </ul> <p>There may be good reasons for an agency not to comply with the above. For example, if compliance would prejudice the purposes of the collection, or if it's not</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>Principle 3 – Collection of Information from Subject: When collecting Personal Information, Te Puni Kōkiri will take reasonable steps to ensure that the person they are collecting information from is aware of why it is being collected, what it is being collected for, how the information will be used and who the information will be disclosed to.</li> </ul> <p><b>Personal Information Processes:</b></p> <ul style="list-style-type: none"> <li>Step 3 – Consents: Once you have determined that Te Puni Kōkiri can collect the Personal Information, the necessary consents must be obtained for the collection and use of information. The terms and conditions of each consent will vary depending on the situation. So Step 3 is to approach Legal Services for assistance in drafting an appropriate Consent Form.</li> <li>Before you actually collect personal Information, the individual must be informed of the following: (Disclosure and Consent Process): <ul style="list-style-type: none"> <li>That the information is being recorded;</li> <li>How it is being recorded (electronic and/or hard copy);</li> <li>The purpose it is being collected for;</li> </ul> </li> </ul>	<input checked="" type="checkbox"/> Aligns with requirements.

Privacy Principle	Te Puni Kōkiri Internal Policy Clauses	Alignment with Privacy Principle requirements
<p>reasonably practicable to comply in the circumstances of the particular case.</p>	<ul style="list-style-type: none"> <li>o Name and address of Agency collecting and the Agency that will hold the information;</li> <li>o Whether supplying the information is voluntary;</li> <li>o Consequences if request for information is declined;</li> <li>o Who will be able to access and use the information;</li> <li>o That the individual has the right to access and to ask to have the information corrected; and</li> <li>o The information will be destroyed once it is no longer needed.</li> </ul> <p><i>Form A Questions:</i></p> <ul style="list-style-type: none"> <li>• Have you obtained a Consent Form from Legal Services for the individual to sign before they give you their personal information?</li> </ul>	
<p><b>Manner of collection of Personal Information</b></p> <p>An agency may collect personal information only by means that are lawful, fair and not unreasonably intrusive. Particular care must be taken when collecting personal information from children and young people.</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>• Principle 4 – Manner of Collection of Personal Information: Te Puni Kōkiri will collect information in a manner that is lawful and fair and not unreasonably intrusive.</li> </ul> <p><b>Personal Information Processes</b></p> <ul style="list-style-type: none"> <li>• Step 3 – Consents: Once you have determined that Te Puni Kōkiri can collect the Personal Information, the necessary consents must be obtained for the collection and use of information. The terms and conditions of each consent will vary depending on the situation. So Step 3 is to approach Legal Services for assistance in drafting an appropriate Consent Form.</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p> <p><b>Withheld for legal privilege</b></p> <p>[Redacted text]</p>
<p><b>Storage and security of Personal Information</b></p>	<p><b>Personal Information Policy:</b></p>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>

Privacy Principle	Te Puni Kōkiri Internal Policy Clauses	Alignment with Privacy Principle requirements
<p>An agency that holds personal information must ensure that the information is protected, by such security safeguards as are reasonable in the circumstances to take, against loss and misuse. If it is necessary for the information to be given to a person in connection with the provision of a service to the agency, everything reasonably within the power of the agency must be done to prevent unauthorised use or unauthorised disclosure of the information.</p>	<ul style="list-style-type: none"> <li>• Principle 5 – Storage and security of Personal Information: Te Puni Kōkiri will take all reasonable steps to ensure that Personal Information it holds is protected against loss and unauthorised access, use, modification, and disclosure. It will assess the likelihood of serious harm arising from a breach of privacy.</li> <li>• All Personal Information is classified as "In-Confidence" under the Classified information Policy and the rules regarding "In-Confidence" information will be applied as follows:               <ul style="list-style-type: none"> <li>○ Principles and Clearance Levels – Only staff who "need to know" are expected to access this information.</li> <li>○ Electronic Transmission - Encryption not mandatory but information (including data) is to clearly identify the originating Government agency and data and an appropriate statement saying that the information is disclosed "In-Confidence".</li> <li>○ Electronic Storage – Electronic files must be protected against illicit internal use or intrusion by external parties in accordance with relevant policies and procedures, including Te Puni Kōkiri Records Management Policy, Records Management Guide and Electronic Communication Policy.</li> <li>○ Electronic Disposal – Electronic files will be disposed of in accordance with Te Puni Kōkiri Records Management policies and procedures.</li> <li>○ Paper Transmission – Paper documents must be posted in a single sealed envelope with a return address in case delivery is unsuccessful.</li> <li>○ Paper Storage – Paper documents must be stored in accordance with Te Puni Kōkiri Records Management policies and procedures.</li> <li>○ Paper Waste Disposal – Paper Documents must be disposed of in compliance with Te Puni Kōkiri Records Management policy and procedures.</li> </ul> </li> </ul> <p><b>Personal Information Processes:</b></p> <ul style="list-style-type: none"> <li>• Step 4 – Storage and Access: Systems and processes must be put in place to protect the information while it is held by Te Puni Kōkiri. Before the Personal Information is actually collected you must undertake the following:</li> </ul>	<p>Please note we did not as part of this exercise review the Classified Information Policy, Record Management Policy, Records Management Guide or Electronic Communication Policy</p>

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	<ul style="list-style-type: none"> <li>a) Compile a list of the files (electronic and hard copy) that will hold the Personal Information;</li> <li>b) Compile a list of the staff that will be required to access and use the Personal Information;</li> <li>c) Obtain your manager's approval for the staff on the list to be "Authorised Users" of the relevant files.</li> <li>d) Request IT to restrict access to the electronic files that will contain the Personal Information to the "Authorised Users" only.</li> <li>e) Ensure that the paper files that contain the Personal Information are to be securely stored in accordance with Te Puni Kōkiri's Records Management Policy and Records Management Guide.</li> <li>f) Ensure that the "Authorised Users" are aware of the Privacy Act requirements and their obligations in relation to the personal information held on the files.</li> </ul>	
<p><b>Access to Personal Information</b></p> <p>An individual is entitled to ask an agency for confirmation of whether the agency holds any personal information about them, and for access to their personal information. In most cases an agency must promptly provide their information. Sometimes an agency may have good reasons to refuse access. For example, if releasing the information could:</p> <ul style="list-style-type: none"> <li>• endanger someone's safety;</li> <li>• create a significant likelihood of serious harassment;</li> <li>• prevent the detection or investigation of a crime; or</li> </ul>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>• Principle 6 – Access to Personal Information: On request, Te Puni Kōkiri will confirm to individuals what Personal information it holds about them and give them access to their Personal Information.</li> </ul> <p><b>Personal Information Processes:</b></p> <p><i>Form A Questions:</i></p> <p>Before you actually collect personal Information, the individual must be informed [...] that the individual has the right to access and to ask to have the information corrected.</p> <p>The Act requires that Personal Information be kept up to date and accurate; and individuals be able to access and correct personal information Te Puni Kōkiri holds about them. So processes need to be in place to allow access and changes to Personal Information.</p> <ul style="list-style-type: none"> <li>• What processes have been put in place to ensure that Individuals are able to access their information and request changes?</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>



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<ul style="list-style-type: none"> <li>breach someone else's privacy.</li> </ul>	<ul style="list-style-type: none"> <li>What steps have been taken to ensure that relevant staff been made aware of this requirement?</li> </ul>	
<p><b>Correction of Personal Information</b></p> <p>An individual whose personal information is held by an agency is entitled to request the agency to correct the information.</p> <p>An agency that holds personal information must, on request or on its own initiative, take such steps (if any) that are reasonable in the circumstances to ensure that, having regard to the purposes for which the information may lawfully be used, the information is accurate, up to date, complete, and not misleading. Even if the agency doesn't agree that information needs correcting, it must take reasonable steps to attach a statement of correction to the information in a manner that ensures it will always be read with the information.</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>Principle 7 – Correction of Personal Information: If requested by the individual concerned, Te Puni Kōkiri will take such steps to correct Personal Information held about that individual. If the correction is not made, Te Puni Kōkiri will ensure that there is a record of the request and the reasons why the Personal Information was not amended.</li> </ul> <p><b>Personal Information Processes:</b></p> <p><i>Form A Questions:</i></p> <p>Before you actually collect personal Information, the individual must be informed [...] that the individual has the right to access and to ask to have the information corrected.</p> <p>The Act requires that: Personal Information be kept up to date and accurate; and individuals be able to access and correct personal information Te Puni Kōkiri holds about them. So processes need to be in place to allow access and changes to Personal Information</p> <ul style="list-style-type: none"> <li>What processes have been put in place to ensure               <ul style="list-style-type: none"> <li>Individuals are able to access their information and request changes and</li> <li>only authorised changes are made to the information?</li> </ul> </li> <li>What steps have been taken to ensure that relevant staff been made aware of this requirement?</li> </ul> <p><i>Form B:</i></p> <ul style="list-style-type: none"> <li>In relation to the correction of information about staff members: Staff members can request correction of personal information held about them where they can demonstrate that the information is factually incorrect. Where there is disagreement as to the correctness of the information, staff members can have their own views, or</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>

Privacy Principle	Te Puni Kōkiri Internal Policy Clauses	Alignment with Privacy Principle requirements
	<p>a statement of correction, expressed in writing and placed on their file alongside the information in dispute.</p>	
<p><b>Accuracy of Personal Information to be checked before use or disclosure</b></p> <p>An agency that holds personal information must not use or disclose that information without taking any steps that are, in the circumstances, reasonable to ensure that the information is accurate, up to date, complete, relevant, and not misleading.</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>Principle 8 – Accuracy of Personal Information to be checked before use or disclosure: Te Puni Kōkiri will not use Personal Information without first taking reasonable steps to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, up to date, complete, relevant, and not misleading.</li> </ul> <p><b>Personal Information Processes:</b></p> <p><i>Form A Questions:</i></p> <p>The Act requires that Personal Information be kept up to date and accurate, and individuals be able to access and correct personal information Te Puni Kōkiri holds about them. So processes need to be in place to allow access and changes to Personal Information.</p> <ul style="list-style-type: none"> <li>What processes have been put in place to ensure Personal information held is accurate?</li> <li>What steps have been taken to ensure that relevant staff been made aware of this requirement?</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>
<p><b>Agency not to keep Personal Information for longer than necessary</b></p> <p>An agency that holds personal information must not keep that information for longer than is required for the purposes for which the information may lawfully be used.</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>Principle 9 – Agency not to keep Personal Information longer than necessary: Te Puni Kōkiri will not keep that information for longer than is required for the purposes for which the information may lawfully be used.</li> </ul> <p><b>Personal Information Processes:</b></p> <ul style="list-style-type: none"> <li>Step 8 – Disposal: You must notify the Manager, IS when you no longer require the personal information so that the information can be disposed of in accordance with Te Puni Kōkiri's Records Management Policy and processes.</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>

Privacy Principle	Te Puni Kōkiri Internal Policy Clauses	Alignment with Privacy Principle requirements
	<p><i>Form A Questions:</i></p> <ul style="list-style-type: none"> <li>• Disposal Stage: Personal information needs to be destroyed once it is no longer required for the authorised purposes. Disposal will need to be done in compliance with Te Puni Kōkiri's Records management Policy. You will need to consider:               <ul style="list-style-type: none"> <li>○ Do other laws requiring documents to be retained such as the Public Records Act 2005 apply?</li> <li>○ How long will the information be required for?</li> <li>○ What steps will need to be taken to initiate and complete the disposal process?</li> </ul> </li> <li>• How long will the information be required for? What steps have been taken to ensure that Personal Information is destroyed once no longer necessary ie:               <ul style="list-style-type: none"> <li>○ Who will initiate the disposal process?</li> <li>○ Who will authorise the actual disposal? and</li> <li>○ Who confirms the information has been destroyed?</li> </ul> </li> </ul> <p><i>Form A Answer:</i></p> <ul style="list-style-type: none"> <li>• Under the Public Records Act, Te Puni Kōkiri has developed Disposal Schedule that covers the disposal of personal information. Personal information collected under this project will be disposed of in accordance the Disposal Schedule.</li> </ul>	
<p><b>Limits on use of Personal Information</b></p> <p>An agency that holds personal information that was obtained in connection with one purpose may not use the information for any other purpose unless the agency believes, on reasonable grounds that the other purpose is directly related to the original purpose, or the other purpose is authorised may use it another way if the</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>• Principle 10 – Limits on Use of Personal Information: Te Puni Kōkiri will only use Personal Information for the specific purpose for which it was collected unless the consent of the individual is obtained to another purpose or one of the exceptions in the Act applies.</li> </ul> <p><b>Personal Information Processes:</b></p> <ul style="list-style-type: none"> <li>• Step 5 – Use: You can only use personal information for the purpose for which it was collected. If you propose to use the personal information for a purpose other than that for which it was collected, then you must seek the written consent of the</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>

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<p>person gives permission, or in other limited circumstances.</p>	<p>individual to this new purpose by using Part 1 of Form B. If the individual does not consent then you cannot use the information for any other purposes.</p>	
<p><b>Limits on disclosure of Personal Information</b></p> <p>An agency that holds personal information must not disclose the information to any other agency or to any person unless the agency believes, on reasonable grounds, certain limited circumstances apply, including (for example) that:</p> <ul style="list-style-type: none"> <li>• disclosure is one of the purposes for the information was obtained</li> <li>• the person concerned authorised the disclosure</li> <li>• the information will be used in an anonymous way</li> <li>• disclosure is necessary to avoid endangering someone's health or safety</li> <li>• disclosure is necessary to avoid a prejudice to the maintenance of the law</li> </ul>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>• Principle 11 – Limits on Disclosure of Personal Information: Te Puni Kōkiri will not disclose Personal Information to another person or body or agency unless Te Puni Kōkiri reasonably believes that the individual has authorised the disclosure or one of the exceptions in the Act applies.</li> <li>• All external requests for Personal Information will be dealt with as follows: <ul style="list-style-type: none"> <li>a) the original hard copy of the request will be forwarded to Ministerial Services</li> <li>b) Ministerial Services will log the request, allocate the request to the appropriate manager and acknowledge receipt of the request</li> <li>c) if information is to be withheld or deleted, legal advice must be sought, prior to the response being signed out by the Chief Privacy Officer</li> <li>d) the responsible Manager must ensure the response is provided within 20 working days</li> <li>e) the final approved and signed response must be provided to Ministerial Services who will date the response, send it and update all records.</li> </ul> </li> </ul> <p><b>Personal Information Processes:</b></p> <ul style="list-style-type: none"> <li>• Section F- FAQ's: "The Privacy Act can be overridden by other legislation, if that legislation says something different to the standards set out in the privacy principles. For example, if another statutory provision allows you to disclose information in the circumstances, you won't be in breach of the Privacy Act by disclosing the information regardless of what principle 11 says."</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>
<p><b>Disclosure of Personal Information outside of New Zealand</b></p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>• Principle 12 – Disclosure of Personal Information Outside of New Zealand: Te Puni Kōkiri may generally only disclose personal information to an entity outside of New Zealand if the receiving entity is subject to similar safeguards to those in the Act. Te</li> </ul>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>

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<p>An agency may disclose personal information to a foreign person or entity in limited circumstances. For example:</p> <ul style="list-style-type: none"> <li>the receiving person is subject to the New Zealand Privacy Act because they do business in New Zealand</li> <li>the information is going to a place with comparable privacy safeguards to New Zealand</li> <li>the receiving person has agreed to adequately protect the information – through model contract clauses, etc.</li> </ul> <p>If there aren't adequate protections in place, personal information can only be sent overseas if the individual concerned gives express permission (or the purpose is to uphold or enforce the law or to avoid endangering someone's health or safety).</p>	<p>Puni Kokiri may generally only disclose an individual's personal information to another individual who is outside of New Zealand and is not ordinarily resident here if the receiving individual is subject to similar safeguards to those in the Act. If a jurisdiction does not offer similar protections, the individual concerned must be fully informed that their information may not be adequately protected, and they must expressly authorise the disclosure.</p> <p><b>Personal Information Processes:</b></p> <p>Use Stage: If you are disclosing personal information outside New Zealand, seek advice from Legal Services about the terms of Te Puni Kōkiri's contract with the foreign person or entity. The Privacy Commissioner's website has a model disclosure agreement clause builder.</p>	
<p><b>Unique identifiers</b></p> <p>An agency may assign a unique identifier to an individual for use in its operations only if that identifier is necessary to enable it to carry out 1 or more of its functions efficiently. Generally, agencies may not assign the same identifier as used by another agency. If you assign a unique identifier to people, you must make sure that the risk of misuse (such as identity theft) is minimised.</p>	<p><b>Personal Information Policy:</b></p> <ul style="list-style-type: none"> <li>Principle 13 – Unique Identifiers: Te Puni Kōkiri will only assign a unique identifier to an individual where:             <ol style="list-style-type: none"> <li>the unique identifier is necessary to enable Te Puni Kōkiri to carry out any one or more of its functions efficiently</li> <li>the unique identifier has not been assigned to that individual by another agency</li> <li>the unique identifier is assigned to an individual whose identity is clearly established.</li> </ol> </li> </ul> <p><b>Personal Information Processes:</b></p> <p>Form A Questions:</p>	<p><input checked="" type="checkbox"/> Aligns with requirements.</p>

Privacy Principle	Te Puni Kōkiri Internal Policy Clauses	Alignment with Privacy Principle requirements
	<p>"Unique Identifiers" can be used to protect the names of individuals and remove the "privacy" implications. Recording information alongside a reference number as a unique identifier rather than a name might make the individual unidentifiable for example.</p> <p>Care should be taken about adopting a unique identifier unless necessary to carry out the purpose efficiently. An identifier assigned by another Agency *(such as an IRD number) should not be used.</p> <p>Using alternative references such as "the client" might make the individual unidentifiable.</p> <ul style="list-style-type: none"> <li>• What steps have been taken to ensure that the consent of the individual is obtained before Personal Information is used for another purpose?</li> <li>• What steps have been taken to ensure that relevant staff been made aware of this requirement?</li> </ul>	

Proactively Released by Te Puni Kōkiri