



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



Broader Outcomes Partnership

Between

Ministry of Social Development

And

Waka Kotahi NZ Transport Agency

An alignment of Ministry of Social Development employment services and Waka Kotahi NZ Transport Agency projects to achieve economic and employment outcomes aligned with government procurement Broader Outcomes

October 2023

This standalone Memorandum of Understanding (“MOU”) is made effective on the date of the last signature and is

Between the Ministry of Social Development, Te Manatū Whakahiato Ora (“MSD”)

and Waka Kotahi NZ Transport Agency (Waka Kotahi).

Together “The Parties”

BACKGROUND

1. MSD and Waka Kotahi have a previous MoU activated July 2021 that encompassed the New Zealand Upgrade Programme (NZUP) projects. The MoU was successful in achieving alignment between Waka Kotahi projects and MSD services and products to facilitate targeted employment, in line with the Waka Kotahi Broader Outcomes Framework and the Construction Skills Action Plan (CSAP), in support of the Construction Sector Accord: the “Expansion of Skills for Industry”.
2. The intention of this MoU is to expand this alignment across all relevant major Waka Kotahi projects, aligning with projected timelines of Cyclone Gabrielle Recovery and Rebuild works, in support of Waka Kotahi’s Broader Outcomes strategy, leveraging this partnership with MSD to generate employment outcomes for New Zealanders.
3. MSD connects employers with New Zealand’s largest pool of job seekers while offering a range of services to help employers to recruit staff and providing financial support to take on new staff, deliver training and form industry partnerships. The majority of this Employment Assistance is provided under The Employment Work Readiness and Assistance Programme (EWRAP), a Ministerial programme under the Social Security Act 1964.
4. MSD’s cross-agency partnerships are informed by a strategy of Kotahitanga or partnering for impact. This recognises that we are stronger when we work together.
5. MSD also has a responsibility to respond to individuals, communities, social service providers and employers impacted by significant events. This has included Covid-19, and more recently the North Island, Cyclone Gabrielle, weather events.
6. In Budget23 MSD received an additional \$35.2m (\$24.1m 23/24, 11.10m 24/25) to fund employment programmes and services that support New Zealanders affected by weather events in the North Island, including Cyclone Gabrielle, by upskilling New Zealanders for opportunities arising from the Recovery. Allocated to impacted regions, MSD is actively contracting with pre-

employment training providers and employers to prepare an entry-level workforce, as well as responding to ongoing labour market events impacting community.

7. In Budget23 MSD also received \$28.m (\$14m 23/24 and \$14m 24/25) to continue the Mayor’s Taskforce for Jobs Community Resilience programme with Rural and Provincial Councils and the Auckland Council Ngā Puna Pūkenga programme delivering employment linked to Auckland Council procurement. These initiatives include Local government partners actively engaged in the Recovery. MSD procurement-based partnerships are supported by New Zealand Government Procurement and Property (NZGPP) guidance.
8. At a practical level, the introduction of MSD Skills and Jobs Hubs, supported under the previous MOU with the linking of the Auckland Hubs and procurement embedded Riverlink Hub, has been extended in support of the Recovery, with a Hastings Hub supporting community and employer engagement, specific to workforce requirements.
9. Waka Kotahi is evolving agency procurement practice to be outcomes-focused by activating the government procurement Broader Outcomes initiative. This is a natural progression of the sector leader position Waka Kotahi undertook in 2018 when leading the development of the cross-government Broader Outcomes Framework (the Framework). Further Waka Kotahi is undertaking significant activity to respond to recent weather events. The focus on Recovery, of wider government and industry presents an opportunity to align and collaborate to address labour and skills shortages and achieve broader social outcomes for the community. The Framework supports public sector agencies in their implementation and activation of broader outcomes (social, cultural, economic, and environmental outcomes) and enables a clear and consistent approach across government in the evolution of outcomes-focused procurement practice.
10. As part of continuing to support the sector in their investment in social, cultural, economic and environmental outcomes, Waka Kotahi and MSD intend to partner on employment outcomes to achieve economic and employment outcomes aligned with the government procurement Broader Outcomes initiative.

PURPOSE

11. The purposes of the MOU are to:

- 11.1. Set out the partnership approach to achieving employment outcomes on Waka Kotahi major projects.

11.2. Set out the principles that the parties are to consider when sharing information with one another in order to achieve the purpose of the MoU.

12. The Parties intention is for this MOU is to set out the overarching principles governing the cooperation between parties with the Schedules detailing the specific information sharing requirements between the parties.

PARTNERSHIP APPROACH

The Parties agree to the following approach to achieve employment outcomes:

13. Waka Kotahi will provide MSD with a pipeline or indication of work and dedicated projects which can be used to achieve employment outcomes in accordance with Schedule 1.

14. MSD will provide a service offering for each project including but not limited to:

14.1. The alignment of National and Regional Key staff to support an integrated approach to support quality employment outcomes, specifically.

14.2. Rule 18A – Employment outcomes (New Zealand Government Procurement Rules)

When procuring goods, services or works, agencies must:

a. Consider how they can create quality employment opportunities for New Zealanders, particularly displaced workers and groups with traditionally high rates of unemployment or low labour force participation (specifically women, Māori, Pacific peoples, disabled people and youth).

14.3. The negotiating of Skills for Industry (Employer) contracts with leading suppliers (principal contractors) for direct employment outcomes.

14.4. The alignment of partnerships, programmes, products and services to Waka Kotahi project workflow to better prepare New Zealanders for employment.

14.5. The alignment of MSD on-line platforms, virtual and digital content to support engagement for employment opportunities.

15. Figure 1 details how the engagement between MSD and Waka Kotahi will occur during the procurement and contracting process where projects have already been initiated, Waka Kotahi and MSD will work directly with the confirmed supplier(s).

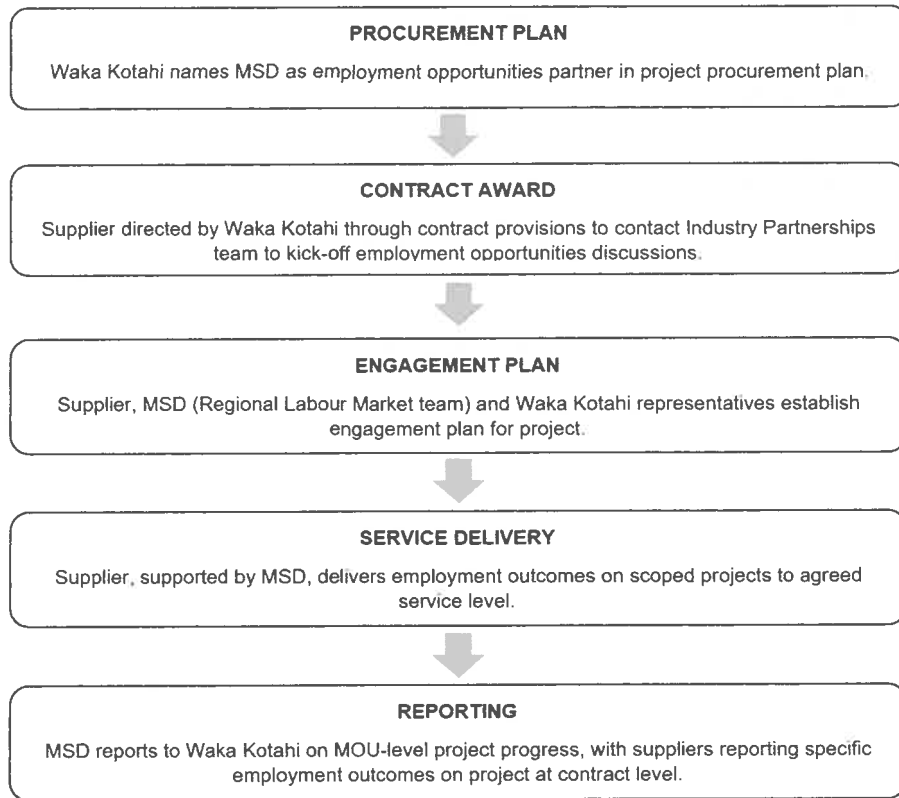


Figure 1.

16. The majority of Waka Kotahi projects may be formed under Alliance¹ model contracts, a model increasing in prevalence in the construction sector, and an effective model to pursue outcomes on.

This alignment approach will inform and support our engagement with our Treaty partners to form genuine partnerships that support Māori aspirations and corresponding agency policies Te Ara Kotahi and Te Pae Tata.

REPORTING

17. The Parties will monitor the communication of Information under this MOU and may report within their respective organisations on the:

17.1. volume of Information communicated;

17.2. nature of Information communicated;

¹ Alliance here reference to collaboration-based delivery frameworks, including but not limited to a pure alliance model, hybrid alliance model and/or general collaborative model.

- 17.3. protections applied to the use of information;
- 17.4. errors or problems with the information;
- 17.5. complaints received.

Reports generated under this clause may also be made publicly available through MSD annual reports.

MANAGEMENT OF THE RELATIONSHIP AND PRIMARY CONTACTS

18. Each Party will nominate a Relationship Manager to act as that Party's representative for managing the relationship between the Parties, and other high-level issues. The Relationship Managers (or their nominee) will be responsible for:

- 18.1. agreeing to schedules of work appropriate to Broader Outcomes
- 18.2. establishing and maintaining communication and understanding between the two Parties, including aligning key regional and local managers with suppliers to support work covered by the schedule; and
- 18.3. providing assistance in resolving any disputes between the Parties.

19. Where a Schedule is related to the exchange of identified information, Primary Contacts will be responsible for:

- 19.1. coordinating the supply and delivery of data and supporting material; and
- 19.2. notifying the other Party of policy and systems changes at an operational level that may affect the supply or use of the data; and
- 19.3. discussing and resolving, in the first instance, any data quality issues; and
- 19.4. agreeing changes relating to the content and format of the data supplied; and
- 19.5. arrangements pertaining to supply and use; and
- 19.6. advise each other, in writing, of any change of contact people.

The Parties may change any of their respective persons referred to in this clause by making and agreeing a change in the relevant Schedule and without the need of formal variation.

INFORMATION EXCHANGE AND RELEASE

20. Both Parties agree that the information exchanged under this MOU will be used solely for the purpose of reporting and monitoring on employment outcomes for programmes of work within the next five years, aligning with projected timelines of Cyclone Gabrielle Recovery and Rebuild works. Information will be de-identified and aggregated prior to exchange.
21. Both Parties agree that an exchange of information in Schedule 1 between the Parties, and any subsequent use, release, or publication of that information will be undertaken in accordance with all relevant legislation.

SECURITY OF INFORMATION EXCHANGE

22. Information exchanged under this MOU will be stored by each party in a secure system that protects the information against privacy breach, unauthorised use, modification, destruction, access or disclosure. The Parties will ensure that any information that is shared under this MOU will only be disclosed, used and accessed by appropriately trained, qualified and authorised staff, contractors or third Parties who will comply with the Privacy Act and any other applicable legislation relevant to each Party.
23. The Parties will ensure that the data extraction programmes, and other processes associated with the transfers ensure that only information relevant to the MOU is exchanged.
24. All information supplied by the Parties in accordance with this MOU and any Schedule is confidential and will be protected as following:
- 24.1. Information will be supplied by way of a password protected Zip file, attached to a SEEMAIL address.
- 24.2. The password for the Zip file must be shared through a different mechanism, such as text, a phone call, or in person.
- 24.3. The SEEMAIL address will be a dedicated email address by each party. These are set out at:
- 24.3.1. Industry Partnerships Key Account Manager email:
Industry_Partnerships_Team@msd.govt.nz for MSD; and
- 24.3.2. Sustainability & Social Outcomes Lead OR Delivery Improvement Lead Email:
procurement@nzta.govt.nz for Waka Kotahi.
- 24.4. The Information will be only accessible by authorised staff.

25. If required, the Parties will designate an alternative transmission method that achieves a comparable or higher level of protection.
26. Any further security and confidentiality requirements will be set out in the relevant Schedules to the MOU.

DESTRUCTION AND RETENTION OF INFORMATION EXCHANGED

27. Any information shared under this MOU will be destroyed consistently with the details set out in Schedule 1.
28. The Parties are responsible for complying with their own Public Records Act 2005 obligations.

SECURITY OR PRIVACY INCIDENT

29. A Party will notify the other as soon as possible of any actual or suspected privacy breaches, unauthorised access, use, modification, destruction, and/or disclosure (collectively a “**security or privacy incident**”) of information shared under this MOU, and the identifying Party must investigate any security or privacy incident.
30. If a Party reasonably believes that a security or privacy incident or any breach of a security provision in this MOU or a Schedule has occurred, that party must conduct an investigation according to that party’s investigation process.
31. The Parties agree to reasonably cooperate with each other where required for any investigation commenced due to a breach of security or confidentiality.
32. Any party may suspend its participation under this MOU or its Schedules to allow time for a privacy breach to be remedied.

DISPUTE RESOLUTION

33. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation, to the MOU using the following steps.
- 33.1. In the first instance, the relevant Supplier, MSD representative and if required Waka Kotahi representative, will work together to identify the reasons for disagreement and what can be done to achieve agreement.
- 33.2. Where agreement cannot be reached, the issue will be escalated to the Relationship Managers, who will be asked to make judgements necessary to resolve the issue.

- 33.3. If resolution is still not possible, the project team, or Chief Executive of MSD and the Chief Executive of Waka Kotahi may be advised, and asked to work together to resolve the issue.

TERM, REVIEW, VARIATION AND TERMINATION OF THIS MOU

34. This MOU commences on the date it is signed by the last Party and continues in effect until terminated by either of the Parties. This MOU may be terminated at any time by agreement in writing between the Parties.
35. The MOU may be varied in writing, and duly signed by the persons authorised to do so on behalf of each Party. Requests for variations are to be managed by the Relationship Managers in Schedule 1 who will be responsible maintaining the MOU.
36. A Party may request a review of the MOU at any time, but the Parties agree to conduct a first review this MOU for delivery by August 1, 2025.
37. Review will cover:
- 37.1. The performance and use of the Information transfer systems.
- 37.2. That only approved data has been shared in accordance with the terms of this MOU.
38. At the culmination of projected timelines of Cyclone Gabrielle Recovery and Rebuild works this agreement will be reviewed by the Parties to determine the success of the MOU and intended outcomes whether the MOU needs to be extended to account for all Waka Kotahi related projects.

CLAUSES TO SURVIVE THIS MOU

39. The obligations in this MOU concerning security, use and destruction of information shall remain in force notwithstanding any suspension or termination of this MOU.

ORDER OF PRECEDENCE AND SCHEDULES TO THE MOU

40. In the event that there is a conflict between the MOU and any of the Schedules, the provisions of the MOU will take precedence over the Schedules unless specifically stated otherwise in the MOU.
41. The Parties agree to the Schedules attached to this MOU, that they are to be read in conjunction with this MOU.
42. Each Information Flow (in accordance with this MOU) will be detailed in a specific schedule which includes the information being shared, the use of that information, and the legal authority under which the information is being shared.

- 43. New Transfers under this MOU will be set out in a schedule and added to this MOU by way of a variation agreed by both Parties. Any schedule added to this MOU must only enable the sharing of aggregate level data; no personal information may be shared under this MOU.
- 44. The Parties agree that from time to time they may develop protocols relating to specific procedures and activities involving the parties (e.g. Information Request Templates). These will be attached to the MOU as Schedules. New agreements or protocols may supersede existing ones. All current agreements or protocols will be attached as Schedules.
- 45. New Schedules may be developed and added with approval from each party's Signatory, or their delegated staff.
- 46. Reviews, modifications or terminations of existing Schedules may be undertaken by the mutual agreement of the signatories.

MOU NOT BINDING

- 47. The Parties acknowledge that the MOU is intended as a statement of mutually agreed intentions not to create legally enforceable rights or obligations. However, the Parties will act in good faith to observe and perform their obligations in accordance with the MOU. The provisions of the MOU are subject to any Government (or Board) direction or policy change.

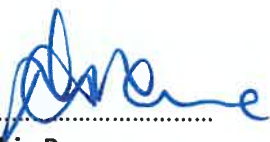
SIGNATORIES

Signed for and on behalf of Waka Kotahi NZ Transport Agency


.....
Nicole Rosie
Chief Executive

Date 08 / 11 / 2023

Signed for and on behalf of Ministry of Social Development / Te Manatū Whakahiato Ora


.....
Debbie Power
Chief Executive

Date 12 / 10 / 23

SCHEDULE 1**INFORMATION EXCHANGE BETWEEN WAKA KOTAHI AND MSD**

For the purposes of tracking success for employment outcomes on the relevant project, MSD will provide Waka Kotahi bi-monthly reporting against the relevant service offer detailed in the MOU. Waka Kotahi will provide MSD with details of the work.

Key Details		
1.	Expected benefits as a result of the sharing	<ul style="list-style-type: none"> Monitoring of success of partnership for employment outcomes against expected employment outcomes generated as part of programme. Government procurement reporting requirements on construction skills and training outcomes generated as part of the government procurement and Waka Kotahi broader outcomes initiative.
2.	Expected adverse actions	<ul style="list-style-type: none"> No expected adverse actions.
3.	Relationship Manager MSD	Jamie Kissock. Key Account Manager, Industry Partnerships Mobile: 029 650 2017 Email: Jamie Kissock Jamie.Kissock001@msd.govt.nz
3a	Secondary point of contract if the Relationship Manager MSD is unavailable	Industry Partnerships Key Account Manager email: Industry_Partnerships_Team@msd.govt.nz
4.	Relationship Manager Waka Kotahi	Isobel Tocker. Kaitohutohu Matua - Rironga Pāpori, Senior Procurement Advisor – Sustainable Procurement Email: Isobel.tocker@nzta.govt.nz
4a	Secondary point of contract if the Relationship Manager Waka Kotahi is unavailable	Sustainability & Social Outcomes Lead OR Delivery Improvement Lead Email: procurement@nzta.govt.nz

Information Exchange & Reporting Process		
5.	Outline of end-to-end operational process	<ul style="list-style-type: none"> MSD will send a list containing the information set out in row 13 of this table to procurement@nzta.govt.nz via email according to criteria set out in this MOU. Waka Kotahi will share that information with the Cyclone Gabrielle Recovery and Rebuild project governance, steering group or other relevant project-specific team member for the purposes of wider programme reporting and monitoring.
7	Number of records per report	To be determined following testing
8	Frequency of report	Monthly

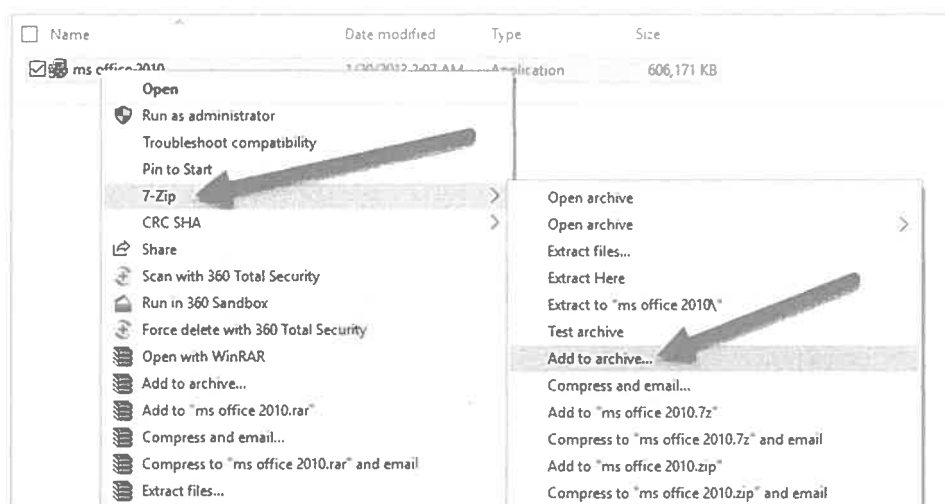
Information Exchange & Reporting Process		
9	Transmission mechanism / protocol used	Email
10	MSD transfer job name	Waka Kotahi Partnership for Employment Outcomes
11	Waka Kotahi Information provided to MSD	<div style="border: 1px solid black; padding: 5px;"> <p>Field Details</p> <p>Recipient: Jamie Kissock</p> <ul style="list-style-type: none"> • Project Name • Project Start Date • Project Value • Region (rohe) • Project Manager Name </div>
12	MSD retention period for Waka Kotahi provided information	In accordance with MSD disposal authority.
13.	MSD information provided to Waka Kotahi	<p>Monthly aggregated reporting against the service offer detailed in the MOU. Noting that specific client data is already reported to contracted providers.</p> <p>This will include employment outcomes and demographic data by project.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Field Details</p> <p>Recipient: Isobel Tocker</p> <ul style="list-style-type: none"> • MSD Regional Leads • Supply Data (Job Seekers numbers) • Programmes developed specifically for each project • Providers aligned to each project • Recruitment activity where known • Aggregated Employment Outcomes by project • Demographic data to meet targeted employment requirements e.g. % Māori, % Youth Based on system-based reporting </div>
15.	MSD system/database(s) where data is processed / retained	<ul style="list-style-type: none"> • No data retained
16.	MSD retention period for MSD supplied information to Waka Kotahi	<ul style="list-style-type: none"> • MSD Aggregated reporting based on MSD systems/database retained for 10 years after creation date.

APPENDIX 1– GUIDANCE FOR TRANSMITTING INFORMATION

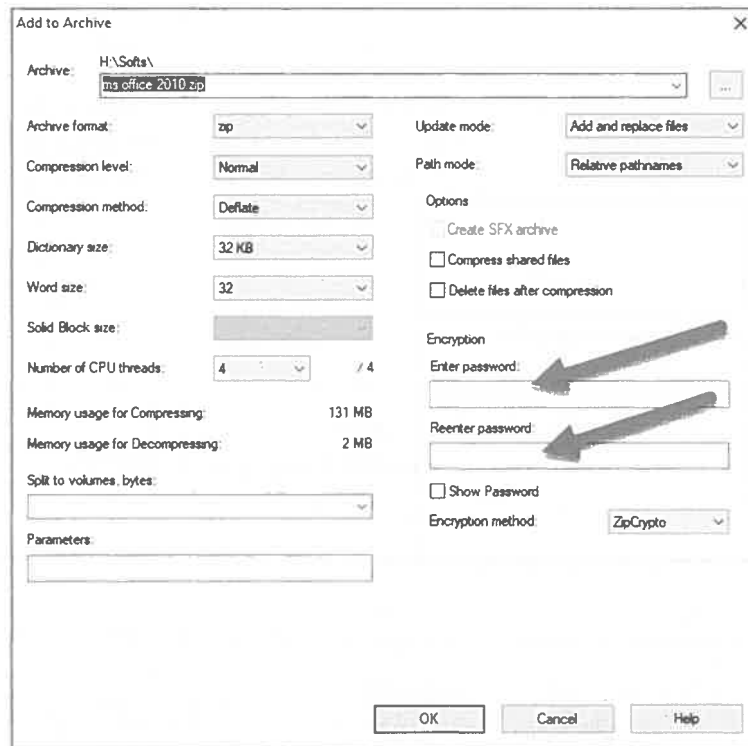
For the purposes of tracking success on employment outcomes on Cyclone Gabrielle Recovery and Rebuild and other relevant projects, MSD will provide Waka Kotahi with bi-monthly reporting against the relevant service offer detailed in the MOU. Waka Kotahi will provide MSD with the appropriate pipeline of work.

How to Zip a file

1. Download the 7-Zip software that's appropriate for your operating system here.
 - <https://www.7-zip.org/download.html>
2. Input the information to a word document and save it to your device.
3. Right click the file and select 7-Zip, and then 'add to archive'.



4. The below window will appear. The name of the compression file you'll create is highlighted.
5. Enter the password under the encryption section.



- 6. As below, select the encryption method of AES-256 and click 'ok'. The new file will be created next to the original and will require the password to open it.

