

## **Memorandum of Understanding**

between

**The Royal New Zealand Society for the Prevention of  
Cruelty to Animals Incorporated (RNZSPCA)**

and

**Her Majesty the Queen in right of New Zealand acting by and through the  
Ministry of Agriculture and Forestry (MAF)**

### **Introduction**

This Memorandum of Understanding between the RNZSPCA and MAF defines the requirements for MAF and the RNZSPCA and its branches and member societies in:

- the selection and appointment and other matters relating both to inspectors appointed by the Minister and auxiliary officers appointed by the Director-General under the Animal Welfare Act 1999 on the recommendation of the RNZSPCA;
- the enforcement of the provisions of the Act; and
- expectations around the accountability arrangements, financial arrangements and management of the RNZSPCA as an approved organisation under the Act.

### **Definitions**

For the purposes of this Memorandum of Understanding:

"Act" means the Animal Welfare Act 1999 and its Regulations together with any amendments to the same.

"Deputy Director-General (Biosecurity)" means the Deputy Director-General who is responsible for overall management of MAF Biosecurity New Zealand.

"Approved Organisation" means an organisation with approved organisation status under the Act.

"Auxiliary Officer" means a person belonging to, in the employment of, or otherwise associated with, the RNZSPCA, a Branch, or a Member Society, who is appointed as an auxiliary officer under the Act on the recommendation of the RNZSPCA.

"Branch" means a branch of the RNZSPCA.

"Certificate of Appointment" means the laminated or plastic card used by an Inspector or Auxiliary Officer in the course of his or her duties for identification purposes.

“Director Animal Welfare” means the Director of the Animal Welfare Directorate within MAF.

“Director-General” means the Director-General of MAF.

“Inspector” means a person belonging to, in the employment of, or otherwise associated with, the RNZSPCA, a Branch, or a Member Society, who is appointed as an inspector under the Act on the recommendation of the RNZSPCA.

“Instrument of Appointment” means the signed letter of appointment issued by MAF detailing the section of the Act under which an Inspector or Auxiliary Officer is appointed and the tenure of the appointment.

“MAF” means the Ministry of Agriculture and Forestry and incorporates MAF Biosecurity New Zealand and the New Zealand Food Safety Authority.

“MAF Biosecurity New Zealand” refers to the management group of MAF responsible for facilitating the setting of performance and technical standards by the RNZSPCA for RNZSPCA Inspectors and Auxiliary Officers carrying out animal welfare enforcement activities, and monitoring compliance with those standards.

“MAF Enforcement Directorate” refers to the management unit within MAF responsible for responding to, and investigating, complaints under the Act.

“Member Society” means a member society of the RNZSPCA.

“Minister” means the Minister of Agriculture.

“RNZSPCA” means the Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated.

“RNZSPCA National Council” refers to the body of elected members from the Branches or Member Societies in whom the management of the RNZSPCA's affairs are vested pursuant to the RNZSPCA Constitution.

“RNZSPCA National Executive” refers to the administrative body of the RNZSPCA National Council comprising the President, the Vice President, the National Chief Executive and/or whomever else the RNZSPCA National Council may appoint to the National Executive from time to time.

“RNZSPCA National Inspectorate Team” means the team that includes the RNZSPCA Chief Executive Officer, the National Chief Inspector, the Regional Chief Inspectors and any other person appointed to the same by the National Chief Inspector.

“RNZSPCA Performance and Technical Standards” means the performance and technical standards established by the RNZSPCA National Council and approved by the Deputy Director-General (Biosecurity) from time to time, and includes any amendments to the same.

## **ROLE OF THE MINISTER, DIRECTOR-GENERAL, AND RNZSPCA**

1. MAF administers the Act. The Minister is the person accountable for the administration of the legislation.
2. The Minister may, on the recommendation of an Approved Organisation (which includes the RNZSPCA), appoint persons to be Inspectors under the Act for the purposes of enforcing the provisions of the Act. The Minister may remove an Inspector from office.
3. The Minister has delegated the powers of appointment and removal of Inspectors to the Director-General. The Director-General has sub-delegated these powers to the Deputy Director-General (Biosecurity), who has further sub-delegated these powers to the Director Animal Welfare.
4. The Director-General may, on the recommendation of an Approved Organisation, appoint persons to be Auxiliary Officers under the Act for the purposes of administering the provisions of the Act. The Director-General may remove an Auxiliary Officer from office.
5. The Director-General has delegated the powers of appointment and removal of Auxiliary Officers to the Deputy Director-General (Biosecurity), who has sub-delegated these powers to the Director Animal Welfare.
6. The Director-General is accountable to the Minister for the effective delivery of animal welfare enforcement services.
7. Under section 189 of the Act, the RNZSPCA is an approved organisation for the purposes of that Act.
8. The RNZSPCA National Council has established performance and technical standards for its Inspectors (RNZSPCA Performance and Technical Standards) that are consistent with the performance and technical standards for MAF Enforcement Directorate Animal Welfare Investigators. The RNZSPCA Performance and Technical Standards have been approved by the Deputy Director-General (Biosecurity).
9. The RNZSPCA National Council, through its National Chief Inspector, shall maintain and ensure that all Branches, Member Societies, Inspectors and Auxiliary Officers comply with the provisions of the Act, this Memorandum of Understanding, and the RNZSPCA Performance and Technical Standards governing:
  - (i) selection of candidates to become Inspectors or Auxiliary Officers;
  - (ii) training of Inspectors and Auxiliary Officers;
  - (iii) appointment of Inspectors and Auxiliary Officers;
  - (iv) procedures relating to animal welfare complaints;
  - (v) allocation of animal welfare complaints between the RNZSPCA and the MAF Enforcement Directorate;
  - (vi) records;

- (vii) policies;
- (viii) procedures relating to complaints against Inspectors or Auxiliary Officers; and
- (ix) MAF/RNZSPCA liaison (national and local) -

and all Branches, Member Societies, Inspectors and Auxiliary Officers shall be accountable to the RNZSPCA for such compliance.

10. The RNZSPCA shall also maintain adequate and effective governance arrangements, financial management arrangements and management accountabilities, in terms of the criteria under section 122 of the Act.
11. Modifications to the RNZSPCA Performance and Technical Standards must first be approved by both the RNZSPCA National Council and the Deputy Director-General (Biosecurity), before they are implemented.

## **INSPECTORS AND AUXILIARY OFFICERS**

### **Agreement between RNZSPCA and its Inspectors and Auxiliary Officers**

12. The RNZSPCA shall, with respect to each person who is to be appointed an Inspector or Auxiliary Officer on the recommendation of the RNZSPCA, enter into an agreement with him or her before he or she is appointed. The agreement shall be to the following effect:
  - (a) That person shall comply with all obligations pertaining to Inspectors and Auxiliary Officers (as the case may be) set out in this Memorandum of Understanding (including any modifications);
  - (b) That person acknowledges that the RNZSPCA intends to fulfil the requirements of this Memorandum of Understanding (including any modifications);
  - (c) That person shall be accountable to the RNZSPCA for his or her compliance with all the requirements of the RNZSPCA Performance and Technical Standards including his or her performance standards and procedural correctness.
  - (d) That person authorises the RNZSPCA, MAF, and all other relevant persons to collect, use, and disclose relevant personal information about that person in accordance with the provisions of this Memorandum of Understanding (including any modifications) for any purpose set out in the Act or the RNZSPCA Performance and Technical Standards; and
  - (e) That person shall take all such steps as the RNZSPCA reasonably considers necessary and requires of him or her in order for the RNZSPCA to fulfil these requirements.

## **Training Programme**

13. No person shall be appointed as an Inspector or an Auxiliary Officer until training has been undertaken in accordance with an Inspector Training Programme that is approved by the Deputy Director-General (Biosecurity), or an Auxiliary Officer Training Programme that is approved by the Director Animal Welfare (as the case may be). Training Programmes submitted by the RNZSPCA for such approval must first be endorsed by the RNZSPCA National Council.
14. MAF shall be responsible for funding the training of Inspectors and Auxiliary Officers. Auxiliary Officers are trained via CD and practical assessments run by the RNZSPCA.
15. MAF funding for refresher training of Inspectors and Auxiliary Officers will be provided via a separate funding agreement.
16. If a privately funded student is employed as an Inspector by the RNZSPCA, while that student is undertaking the MAF-approved inspector training programme, MAF may agree to reimburse the training costs of that student, on application made through the RNZSPCA's National Office. If MAF agrees to reimburse the student's training costs, then the student's accommodation, travel and expenses for the training course will also be paid from the date of the approval (but will not be backdated).
17. The RNZSPCA shall provide to the Director Animal Welfare evidence that training has been completed to an acceptable standard prior to appointment as an Inspector or Auxiliary Officer.
18. MAF's general policy is that students who have commenced, but failed to complete (including being removed from), the MAF-approved inspector training course will not be reconsidered for MAF funding to undertake the course again, unless there are exceptional circumstances.

## **Selection Procedures for Inspectors and Auxiliary Officers**

19. Initial selection of Inspectors and Auxiliary Officers shall be undertaken by Branches or Member Societies in accordance with the RNZSPCA Performance and Technical Standards. In the case of Inspectors, a recommendation that the person be trained as an Inspector will then be made to MAF through the RNZSPCA's National Office, after the RNZSPCA is satisfied that the person is suitable for recommendation for Inspector training.
20. The RNZSPCA shall be responsible for ensuring that written authorisation has been obtained from every applicant for the collection, use and disclosure by MAF, the RNZSPCA, the New Zealand Police or other relevant persons of personal information about the applicant for the purposes of considering applications for appointment and reappointment of Inspectors and Auxiliary Officers under the provisions of the Memorandum of Understanding, the Act, and the RNZSPCA Performance and Technical Standards.

21. The general policy of the RNZSPCA is that candidates who have been convicted of committing a criminal offence/s are unlikely to be suitable for appointment as Inspectors or Auxiliary Officers. MAF acknowledges and accepts that the RNZSPCA may therefore consider that candidates with a criminal history are unsuitable for recommendation.

### **Appointment of Inspectors and Auxiliary Officers**

22. On the successful completion of relevant training, a recommendation for appointment of a person as an Inspector or Auxiliary Officer may be made through the RNZSPCA's National Office to MAF. The RNZSPCA shall make every effort to ensure that only suitable persons are recommended to the Director Animal Welfare for appointment.
23. The RNZSPCA shall supply to the Director Animal Welfare the following information in relation to an application for appointment of an Inspector or Auxiliary Officer:
- (a) Inspector/Auxiliary Officer application form;
  - (b) An assessment of the applicant's ability to perform the role of an Inspector/Auxiliary Officer (as the case may be);
  - (c) Details of reference checks carried out;
  - (d) Supporting evidence of the completion of a MAF-approved training programme, in the form of a certificate or written confirmation from the training provider verifying that training was completed and that the candidate achieved a satisfactory level of performance in training; and
  - (e) Completed ID application form, including the applicant's signature and a passport size colour photograph or digital image of the applicant.
24. MAF shall process appointment applications within seven working days of receipt, subject to the above information being in order.
25. Subject to clause 47 and the suitability of the applicant, the general policy of MAF is that an initial Instrument of Appointment and Certificate of Appointment shall be issued:
- a) to an Inspector for 12 months, allowing the Inspector to act for the general purposes of the Act generally throughout New Zealand; and
  - b) to an Auxiliary Officer for 12 months.
26. An original Instrument of Appointment will be retained in a secure place by MAF. Two certified copies and an original Certificate of Appointment will be issued by MAF to the RNZSPCA's National Office in respect of each Inspector/ Auxiliary Officer appointed under the Act. The original Certificate of Appointment will be forwarded by the RNZSPCA's National Office to the Branch Secretary, to forward to the Inspector/ Auxiliary Officer.
27. Despite the foregoing, RNZSPCA acknowledges that MAF reserves the right to interview any applicant who is recommended to become an Inspector or

Auxiliary Officer, to enable due consideration of the application. MAF will bear the interview costs.

28. MAF also reserves the right to request additional information from the applicant, or any other person regarding the applicant, that MAF considers to be necessary for due consideration of the application for appointment.
29. The RNZSPCA may also ask MAF to interview an applicant on the RNZSPCA's behalf, to enable due consideration of the application for appointment. In this case, the RNZSPCA will bear the interview costs.
30. MAF reserves the right to apply conditions to the appointment of any Inspector or Auxiliary Officer.
31. MAF may withdraw the initial appointment of an Inspector or Auxiliary Officer under this clause at any time during the period of the appointment, either on the recommendation of the RNZSPCA's National Council or at MAF's own discretion, for incapacity affecting the performance of duty, neglect of duty, or misconduct proved to the satisfaction of MAF's Director Animal Welfare. For these purposes, failure to complete the approved training course, including being removed from the course, may constitute such incapacity affecting the performance of duty.

### **Renewal of Appointments**

32. The RNZSPCA's National Office is responsible for ensuring that all Inspectors and Auxiliary Officers hold a valid Instrument of Appointment and Certificate of Appointment at all times in the course of performing enforcement activities under the Act.
33. Applications for the renewal of appointments must be accompanied by an assessment of the Inspector's or Auxiliary Officer's performance in the field by the National Chief Inspector or his or her delegated assessor. If successful, applications will be checked by the RNZSPCA's National Office and forwarded to MAF for processing.
34. Applicants for a renewal must sign a declaration on the application form stating that they have not been convicted of any criminal offence during their previous appointment period or stating details of any such conviction/s.
35. Applications for renewal of appointments are to be submitted to MAF at least 15 working days prior to the expiry of the appointment. Late applications should be advised promptly to the Director Animal Welfare via the RNZSPCA's National Office. MAF will not backdate renewals of appointments.
36. It is the general policy of MAF that a renewed appointment shall be issued:
  - a) to an Inspector for three years, allowing the Inspector to act for the general purposes of the Act generally throughout New Zealand; and

b) to an Auxiliary Officer for three years -

subject to clause 47 and to a satisfactory assessment of the Inspector's or Auxiliary Officer's performance which has been carried out by the National Chief Inspector or his or her delegated Assessor.

37. Despite the foregoing, MAF reserves the right to request additional information from the applicant, or any other person regarding the applicant, that MAF considers to be necessary for due consideration of the application for re-appointment.
38. MAF also reserves the right to interview any applicant who seeks a renewal of appointment, to enable due consideration of the application. MAF will bear the interview costs.
39. The RNZSPCA may also ask MAF to interview an applicant for a renewal of appointment on the RNZSPCA's behalf, to enable due consideration of the application. In this case, the RNZSPCA will bear the interview costs.
40. MAF reserves the right to apply conditions to the re-appointment of any Inspector or Auxiliary Officer.

#### **Lapsed appointments**

41. Where an appointment has lapsed for a period of less than one year, MAF will generally reissue the appointment on the recommendation of the RNZSPCA in accordance with clauses 32-40 above (that is, as if it were a renewal), without requiring the applicant to undertake further or refresher training.

#### **Review Process**

42. The RNZSPCA will ensure that a review procedure is established and available to Inspector/Auxiliary Officer applicants (as the case may be) where:
  - (a) the RNZSPCA's National Executive declines to recommend an application for appointment to the Director Animal Welfare for approval;
  - (b) the RNZSPCA's National Executive declines to recommend to the Director Animal Welfare the renewal of an Inspector's or Auxiliary Officer's appointment; or
  - (c) the RNZSPCA's National Executive recommends the revocation of an Inspector's or Auxiliary Officer's appointment.

#### **Inspector or Auxiliary Officer Resignation and/or Transfer**

43. If Inspector or Auxiliary Officer ceases to work for, volunteer at or otherwise be affiliated in that capacity to the RNZSPCA or his or her Branch or Member Society, he or she must forward his/her Certificate of Appointment and copy of the Instrument of Appointment to the RNZSPCA National Office through the Branch Secretary. The RNZSPCA National Office will forward these documents to the Director Animal Welfare.



44. When an application is received from another Branch or Member Society requesting appointment of that person as an Inspector or Auxiliary Officer, the RNZSPCA National Office will immediately forward a recommendation to the Director Animal Welfare for the issue of a replacement Instrument of Appointment and re-issue of the Certificate of Appointment, unless the RNZSPCA decides that there is good cause not to do so and gives good reason for this decision.
45. MAF's general policy will be for the replacement Instrument of Appointment to be issued for the balance of the Inspector's or Auxiliary Officer's original appointment.
46. The Certificate of Appointment and a copy of the Instrument of Appointment will be forwarded to the applicant through the RNZSPCA National Office.

#### **Surrender and Retrieval of Certificates of Appointment**

47. An Inspector or Auxiliary Officer shall surrender his or her Certificate of Appointment to the Director Animal Welfare through the RNZSPCA National Office if:
  - (a) The Inspector is removed from office by the Minister or his or her delegate under the Act or the Auxiliary Officer is removed from office by the Director-General or his or her delegate under the Act; or
  - (b) The Inspector or Auxiliary Officer leaves the service of the RNZSPCA; or
  - (c) The Inspector or Auxiliary Officer leaves the service of the Branch or Member Society to which he or she was affiliated; or
  - (d) The Inspector or Auxiliary Officer resigns from the office of Inspector or Auxiliary Officer respectively; or
  - (e) The Inspector's or Auxiliary Officer's term of appointment otherwise expires.
48. The RNZSPCA National Office shall be responsible for recovering the Certificate of Appointment and forwarding it to the Director Animal Welfare on behalf of the former Inspector or Auxiliary Officer within four weeks of any of the events outlined in clause 47. If the Inspector or Auxiliary Officer fails to surrender the Certificate of Appointment within three weeks, the Director Animal Welfare is to be advised.
49. If the Inspector or Auxiliary Officer refuses to surrender his or her Certificate of Appointment, the RNZSPCA shall advise the Director Animal Welfare immediately. MAF will then take all further steps to recover the Certificate of Appointment.

#### **Exercise of Powers Outside Term of Appointment**

50. No person in the service of the RNZSPCA or its Branches or Member Societies shall exercise, or purport to exercise, the powers of an Inspector or

Auxiliary Officer outside the term of his or her appointment, as specified in the Instrument of Appointment.

51. The RNZSPCA will advise MAF immediately if it becomes aware that any person in the service of the RNZSPCA or its Branches or Member Societies has breached clause 50 above.
52. A person who knowingly exercises the powers of an Inspector or Auxiliary Officer outside the term of his or her appointment, as specified in the Instrument of Appointment, shall be subject to a review by MAF. This may affect the eligibility of that person for re-appointment.

### **Procedures for Referral of Complaints against Inspectors and Auxiliary Officers**

53. This section applies to complaints against Inspectors and Auxiliary Officers, including any allegation that an Inspector or Auxiliary Officer has breached the Privacy Act 1993.
54. All complaints against Inspectors and Auxiliary Officers shall, in the first instance, be forwarded to the RNZSPCA National Office and be dealt with according to procedures established and maintained by the RNZSPCA.
55. The RNZSPCA National Chief Inspector, on receipt of written advice of a serious complaint against an Inspector or Auxiliary Officer in regard to his or her conduct in the exercise, or purported exercise, of powers under the Act, or an allegation that an Inspector or Auxiliary Officer has breached the Privacy Act 1993, shall advise MAF's Director Animal Welfare of the complaint or allegation and any current action being taken to investigate and resolve it.
56. Where requested by MAF, the RNZSPCA National Chief Inspector shall pass on all details concerning any complaint and the investigation to MAF's Director Animal Welfare. RNZSPCA shall use its best endeavours to gain the consent of the parties concerned to passing on any personal information to MAF.
57. Where MAF wishes to follow up a complaint itself in addition to the RNZSPCA investigation:
  - (a) It will do so only after consulting with the RNZSPCA National Chief Inspector (who will also consult with the Branch or Member Society involved); and
  - (b) It will report its findings to the RNZSPCA National Chief Inspector within five working days of completing its investigation. The RNZSPCA National Chief Inspector will convey the findings to the Branch or Member Society within five working days of receiving them.
58. MAF confirms that it will comply with and be governed by the provisions of the Privacy Act 1993 in respect of all information supplied to, or gathered by, MAF in relation to the complaint.

## **ANIMAL WELFARE COMPLAINT INVESTIGATIONS**

### **Procedures for Animal Welfare Complaint Investigations**

59. The procedures outlined in the RNZSPCA Performance and Technical Standards must be followed in all animal welfare complaints investigated by the RNZSPCA and its Branches or Member Societies.
60. The RNZSPCA National Chief Inspector shall provide to MAF, on written request, details of any animal welfare complaint investigation carried out by the RNZSPCA or its Branches or Member Societies.
61. Such a request by MAF must stipulate the reason(s) this information is required.
62. MAF shall report to the RNZSPCA National Chief Inspector on the outcomes of any actions it takes arising from the information provided to it pursuant to clause 60, within five working days. Notification of the outcomes to a Branch or Member Society shall be the responsibility of the RNZSPCA National Chief Inspector.

### **Search Warrants**

63. Where, in drafting applications for search warrants, either party makes reference to information held or owned by the other party, written confirmation of the accuracy of that information should be obtained before any application is presented to a Court or to a person empowered to issue a search warrant. This written confirmation should be included as an appendix to the application.

### **Areas of Jurisdiction**

64. Although appointed to act generally throughout New Zealand, Inspectors (other than Inspectors acting under the RNZSPCA's National Office) or Auxiliary Officers shall not generally operate outside the district under the jurisdiction of the Branch or Member Society to which they are affiliated, unless there is an emergency or they have obtained the approval of the RNZSPCA National Chief Inspector; or they have been given approval from the Branch or Member Society where the incident has occurred.

### **Assistance Policy**

65. In the event that a MAF Enforcement Directorate Animal Welfare Investigator's assistance is requested by an Inspector in an investigation or vice versa, the Inspector initiating the request must use his or her best endeavours to advise his or her counterpart of the exact nature of the assistance required at the time of the request.

66. The agency that was first dealing with the complaint shall retain full responsibility for any investigation in which it has requested assistance, unless agreed otherwise.
67. Both RNZSPCA and MAF Enforcement Directorate staff must respect any decision/s made by the agency that was first dealing with the complaint, in any investigation that requires assistance.

### **Supersession Policy**

68. Where an Inspector or a MAF Enforcement Directorate Animal Welfare Investigator believes that a member of the other agency may already have received or be working on a complaint, contact with that person or agency must be made to avoid duplication or interference.
69. In the event that both the MAF Enforcement Directorate and the RNZSPCA have been advised separately of the same animal welfare complaint, the procedure outlined in the supersession policies of the RNZSPCA Performance and Technical Standards and the Performance and Technical Standards for MAF Enforcement Directorate Animal Welfare Investigators respectively will be followed. The agency that should investigate the complaint is usually the agency that was first notified of the complaint, unless the complaint has been transferred officially to the other agency.
70. If both agencies wish to pursue the same complaint, the matter is to be advised as soon as possible to the RNZSPCA National Chief Inspector, in the case of the RNZSPCA, and to the Director of the MAF Enforcement Directorate, in the case of MAF, for resolution by the Director Animal Welfare in consultation with the RNZSPCA National President (or their nominee/s), the relevant Branch or Member Society and local MAF staff.

### **Transfer Policy**

71. Any transfer of complaints from one agency to the other for investigation shall be recorded in writing and signed by the transferring party and the receiving party. Copies of the documentation shall be kept by both parties. Where a complaint is transferred from one agency to the other, the agency accepting the transfer shall assume full responsibility for the investigation, including costs, from the date of the transfer only.
72. The agency accepting the transfer of a complaint shall provide written feedback, on request, to the transferring agency, on the outcome and/or progress of the investigation of the complaint.

### **GENERAL**

#### **Contracting of Inspectors by MAF**

73. MAF may, from time to time, wish to contract RNZSPCA Inspectors to assist with MAF duties on a casual basis. In such cases, MAF will first contact the

National Chief Inspector of the RNZSPCA, who will decide if the request can be progressed further.

74. If consent is to be considered then the National Chief Inspector will discuss MAF's request with the Branch or Member Society with which the Inspector is affiliated.
75. If the RNZSPCA National Chief Inspector consents to MAF contracting an Inspector on a casual basis, then:
  - the relevant contractual arrangements will be made between MAF and the Inspector directly;
  - MAF will issue the Inspector with a certified copy of an Instrument of Appointment and an original Certificate of Appointment as a MAF Animal Welfare Investigator (in addition to the Instrument of Appointment and Certificate of Appointment issued through the RNZSPCA);
  - the procedures and guidelines of the organisation for which the Inspector is operating (either MAF or the RNZSPCA) will apply at all times during which he or she is carrying out duties as an Inspector.

#### **MAF/RNZSPCA Funding Agreement**

76. Matters relating to the provision of annual Government funding to support the RNZSPCA in its animal welfare activities are covered by the terms of the relevant funding agreement(s).

#### **Prosecution Policy**

77. The RNZSPCA and its Branches and Member Societies, and their Inspectors, will adhere to the prosecution procedure outlined in the RNZSPCA Performance and Technical Standards.
78. Any prosecution or legal proceedings affecting any issue where a question of law of first instance, Government policy or a Government department is involved shall not be instituted by a Branch or Member Society without the prior approval of the RNZSPCA National Council (Rule 15, RNZSPCA Constitution) and advice to MAF.
79. Inspectors possess the power to act on any animal welfare complaint, but, where the complaint concerns an animal being exported from New Zealand or the use of animals in research, testing or teaching, Inspectors are required to contact the RNZSPCA's National Office for guidance before commencing any investigation or inspection, in order to ensure compliance with the agreed SPCA/MAF policy. The RNZSPCA's National Office, through its National Chief Inspector, will notify MAF's Director Animal Welfare before any such investigation or inspection is commenced and ensure that the agreed SPCA/MAF policy is followed in respect of it.

### **Impartiality of Inspectors**

80. Inspectors and Auxiliary Officers should be careful not to participate in any activities which may jeopardise their impartiality when carrying out their duties.

### **Media Policy**

81. Inspectors and Auxiliary Officers, and staff employed by MAF and/or the RNZSPCA and any Branch or Member Society, shall refrain from making any public comment on any specific animal welfare investigation/s that may jeopardise any legal proceedings, pending or current.
82. The RNZSPCA and MAF agree to exchange advance copies of draft press releases relating to the enforcement provisions of the Act, to allow appropriate comment from either organisation before publication.

### **Application of the Official Information Act 1982**

83. To support the collaborative partnership arrangement between MAF and the RNZSPCA, where the RNZSPCA requests any information from MAF, MAF will endeavour to supply that information to the RNZSPCA as quickly as possible, if such information would normally be released to the RNZSPCA under the Official Information Act 1982. Information that would normally be withheld by MAF under the Act may be withheld, or the release of such information reconsidered in accordance with the provisions and time frames applying under the Act.
84. MAF will consult with the RNZSPCA (generally the National President and/or the National Chief Executive) in responding to requests under the Official Information Act 1982 that concern information about the RNZSPCA.

### **RNZSPCA/MAF Liaison (National)**

85. Formal discussion between the RNZSPCA National Executive and MAF shall be held on policy issues of national importance, as and when required, at no less than two meetings a year.

### **RNZSPCA/MAF Liaison (Local)**

86. Liaison between Inspectors and Auxiliary Officers affiliated to Branches and Member Societies and local MAF Enforcement Directorate Animal Welfare Investigators shall take place on an 'as required' basis. MAF staff, including Enforcement Directorate Animal Welfare Investigators, will also be invited to attend the RNZSPCA's National Conference and twice-yearly training workshops; and the RNZSPCA's National Inspectorate Team will be invited to attend, or send a delegate to, the MAF Enforcement Directorate's annual conference and training workshops. Each organisation will meet its own delegates' costs in respect of such attendance.

87. Unresolved issues shall be passed without delay to a more senior level of each respective organisation.

### **Joint Training Opportunities**

88. The RNZSPCA and MAF recognise that, where practicable, there is merit in utilising joint opportunities for Inspector training.

### **Reporting**

89. The RNZSPCA and MAF shall furnish one another with annual statistics pertaining to the:
- (a) Number of complaints received (nationally) by species;
  - (b) Number of prosecutions (nationally), including the number of prosecutions that have resulting in conviction/s; and
  - (c) Number of persons charged with offences, or otherwise proceeded against (eg by obtaining enforcement orders), under the Act.
90. The reporting period shall be 1 January - 31 December of each year.
91. Statistics must be supplied by 1 April of the following year.
92. In addition, the SPCA will provide such further reports as are required:
- (a) by relevant funding agreements with MAF; and/or
  - (b) to satisfy the requirements of section 122(1)(b) of the Act. These may include, but are not limited to, copies of annual reports and annual accounts, strategic plans, business plans, regular and ad hoc financial and non-financial performance reports and copies of governance group meeting minutes, agendas and supporting papers.

### **Annual Auditing of RNZSPCA Activities**

93. MAF shall conduct an annual audit of Branches or Member Societies selected by agreement with the RNZSPCA's National Council, and/or of the RNZSPCA's National Office, relating to:
- (a) Selection and training of Inspectors and Auxiliary Officers;
  - (b) The recommendation process for appointment of, or renewal of the appointment of, Inspectors and Auxiliary Officers;
  - (c) Compliance with the Act and this Memorandum of Understanding;
  - (d) The RNZSPCA's National Office accountability arrangements, financial arrangements and management (RNZSPCA National Office shall be responsible for auditing the performance of Branches and Member Societies in this regard);and
  - (e) Documentation relating to animal welfare complaint investigations.
94. MAF shall give reasonable notice of its intention to audit selected Branches or Member Societies and/or the RNZSPCA National Office.

95. MAF shall provide the opportunity for the RNZSPCA and the Branches or Member Societies concerned and/or the RNZSPCA National Office to respond to the initial audit findings and comment on a draft audit report.
96. The RNZSPCA National Office shall be responsible for ensuring that any major non-compliances in the final audit report are addressed.
97. MAF shall supply to the RNZSPCA's National Office written audit reports for each audit within two months of the audit being carried out. National Office will pass copies of the audit reports to the Branches or Member Societies involved.
98. The RNZSPCA shall provide MAF with a progress report on resolving any major non-compliances in the audit findings, within four months of the final audit report being supplied. The report shall be directed to the Director Animal Welfare and may take the form of a letter from the National Chief Executive of the RNZSPCA.
99. RNZSPCA shall at its cost make available staff to provide reasonable assistance with the audit. All other costs and expenses of auditors engaged by MAF will be the responsibility of MAF.

#### **Duration of Agreement**

100. The provisions of this Memorandum of Understanding shall not be altered in any way without the written agreement of both parties.
101. This Memorandum of Understanding shall remain in force until terminated by either party by giving three months' notice in writing to the other party or until replaced by a new Memorandum of Understanding under clause 102.
102. This Memorandum of Understanding shall be reviewed biennially by both parties, or earlier at the request of either party.

#### **Status of Memorandum of Understanding**

103. This Memorandum of Understanding is not intended to be legally binding on the parties except for the provisions of clause 12.

Dated this 22nd day of December 2010

At Auckland



Signed by Peter Thomson, (Acting) Deputy Director-General (Biosecurity), MAF Biosecurity New Zealand, pursuant to authority delegated by the Director-General of Agriculture and Forestry



Signed by Bob Kerridge, National President of the Royal New Zealand Society for the Prevention of Cruelty to Animals (Inc)