

UMBRELLA MEMORANDUM OF UNDERSTANDING FOR SURVEYS AND OTHER DATA SERVICES

DATE: 29 May 2019

PARTIES

BETWEEN The Chief Executive of the Ministry of Business, Innovation and Employment (**MBIE**)

AND The Chief Executive and Government Statistician of Statistics New Zealand (**Stats NZ**)

MEMORANDUM OF UNDERSTANDING

Purpose

This MOU forms an umbrella under which will sit a set of Project Schedules that specify particular Services and Deliverables that the two Parties may provide and/or receive from one another. The types of services to be covered by this MOU are described in the Details.

This MOU can apply to any of the following scenarios:

- Stats NZ providing MBIE with Services;
- MBIE providing Stats NZ with Services; or
- Stats NZ and MBIE jointly contributing to Services for the benefit of one or both Parties.

1. Details

Item	Details
Services	<ul style="list-style-type: none">• Surveys conducted by one agency on behalf of, or jointly, with the other agency;• The production and publication of official statistics (including Tier 1 statistics), including the provision of input data for these;• Sponsorship for the collection of data through other means (for

Item	Details	
	example the printing and processing of Arrival Cards); <ul style="list-style-type: none"> • The supply of MBIE data to be included in Stats NZ’s Integrated Data Infrastructure (IDI) or Longitudinal Business Database (LBD); • Ad-hoc or repeated customised data requests to Stats NZ of such significant value that MBIE’s financial management policies require such requests to be recorded as a contract (to have a Project Schedule dedicated for this purpose and charged at the standard Stats NZ hourly rate); and • Any additional services similar to the above, that the parties mutually agree in writing should fall within this definition of Services. 	
Excluded Services	<ul style="list-style-type: none"> • Procurement contracts, for example, for legal services, travel, vehicles and electricity; • Agreements between Stats NZ and MBIE to use the IDI or LBD for research projects that use Stats NZ microdata; • Data subscriptions; and • One off data requests to Stats NZ for low value. 	
Expiry Date	30 June 2024	
Relationship Managers (as at commencement- ref 13.3)	MBIE	Stats NZ
	Eileen Basher General Manager - Evidence and Insights	Denise McGregor Deputy Government Statistician and Deputy Chief Executive - Insights and Statistics

2. Definitions and Interpretation

2.1 In this MOU, the following terms have the stated meanings:

Charges means the charges or contribution payable for the provision of Services and Deliverables as set out in the relevant Project Schedule;

Commencement Date means the date of this MOU;

Deliverables means the deliverables (if any) described in a Project Schedule;

Details means the information contained in the table set out at paragraph 1;

Excluded Services means the services described in the Details under that heading;

Expiry Date means the date set out in the Details (if any);

Intended Use means the agreed purposes for which each Party may use the Deliverables under each Project Schedule;

Key Contact Person means the persons identified in each Project Schedule;

Milestone means an event or task to be performed at or by a particular date and time, as set out in the relevant Project Schedule (if any);

MOU means the Terms and Conditions and any Project Schedule;

Party or Parties means MBIE and Stats NZ;

Project Schedule means a statement of work for the provision of Services and Deliverables (as appropriate), in a form the same as or similar to the form set out in the Annexure and which is governed by the terms of this MOU;

Relationship Manager means the persons identified for each Party in the Details;

Services means the services described generally in the Details (under the heading "Services"), and more particularly in a Project Schedule; and

Work Programme means a Party's pre-planned and productionised work schedule.

3. General Principles of MOU

3.1 The following general principles underpin the nature of the working relationship between the Parties:

- a. The Parties will work together to establish and maintain a relationship based on co-operation and goodwill;
- b. The Parties acknowledge that both Parties are constrained by budget appropriations and will work together to co-ordinate budget bids that relate to funding for the Services;
- c. Any issues concerning a Party's performance will be discussed between the Parties;
- d. The Parties will adopt a working approach that is collaborative and will communicate with each other openly and freely and share knowledge and insights on subject matter that is within the scope of this MOU; and
- e. The Parties will work together to achieve any agreed outcome(s).

4. Project Schedules

4.1 This MOU incorporates each Project Schedule:

- a. attached to this MOU at the time of signing; and
- b. added to this MOU from time to time where the Project Schedule states that it is subject to this MOU and is signed by the Parties.

4.2 Project Schedules may be:

- a. signed and authorised by the appropriate delegate of the Chief Executive of each agency in accordance with each party's delegation policy/internal accountabilities.
- b. amended in writing by mutual agreement of the parties and signed by the authorised signees.

5. Services, Deliverables and Project Schedules

5.1 In the Details:

- a. under "Services", the Parties have described the types of services that are appropriate to be governed by this MOU and Project Schedules may only contain Services that fall within that general description; and
- b. Under "Excluded Services", the Parties have described the types of services that are excluded from the ambit of this MOU.

5.2 The particulars for the specific Services and Deliverables being provided will be set out in each Project Schedule.

- 5.3 The Deliverables will be created for the Intended Use set out in the relevant Project Schedule. Either Party will consult the other, as relevant, regarding other possible uses.

6. Parties Responsibilities

- 6.1 Within one month of the Commencement Date, the Parties agree to share with each other their Work Programme for the 12-month period following the Commencement Date for the purpose of planning Project Schedules. Subject to any earlier end date, the Parties agree to update the Work Programme annually for subsequent 12-month periods.
- 6.2 Each Project Schedule will set out each Party's responsibilities for the performance of the Services and delivery of the Deliverables.
- 6.3 The Parties will each perform their respective roles and responsibilities to ensure that the Services and Deliverables are performed and delivered promptly, efficiently, with reasonable skill and care and using suitably skilled, experienced and qualified Personnel, in accordance with:
- a. this MOU, including any standards, Milestones and other timeframes (if any) set out in the relevant Project Schedule (and if no timeframe is set out in the relevant Project Schedule, within a timeframe that is reasonable in the circumstances);
 - b. the best currently accepted principles and practices applicable to the Services and Deliverables;
 - c. all applicable laws, regulations, rules and professional codes of conduct or practice, including the Employment Relations Act 2000, the Immigration Act 2009 and the Health and Safety at Work Act 2015; and the Statistics Act 1975, the Privacy Act 1993, and the Tax Administration Act 1994; and
 - d. a Party's security and health and safety policies where the Services are performed at that Party's premises.
- 6.4 Each Party will provide all reasonable assistance to the other Party (and any other specific requirements set out in the Project Schedule) to support the performance and delivery of the Services and Deliverables.

7. Reporting and Meeting Requirements

- 7.1 The Parties agree to meet (including via teleconference):
- a. between 12 and 18 months following the Commencement Date to discuss the operation of this MOU and thereafter upon reasonable notice being provided by one Party to the other Party; and
 - b. as required by a Project Schedule to discuss the progress of that Project Schedule.
- 7.2 Any Party responsible for the performance of a Service and delivery of a Deliverable will report to the other Party on the progress of the Services and Deliverables, as set out in the relevant Project Schedule.
- 7.3 In addition to any reporting requirements set out in a Project Schedule, the Parties agree to provide written reports as soon as is reasonably possible on:
- a. any risks or issues that the Parties or a Party need to be aware of including any risks that will, or may:
 - i. detrimentally affecting a Party's ability to perform its roles or responsibilities under this MOU or a Project Schedule; or
 - ii. cause or contribute to a delay in providing the Services or Deliverables;
 - b. an assessment of the significance of any risks or issues identified;
 - c. appropriate steps that need to be taken and by whom, to resolve the identified risks or issues; and
 - d. any other issues of which the Parties should be made aware sooner than through the reporting regime under a Project Schedule.

8. Charges and invoicing

- 8.1 Any Party responsible for payment of Charges must pay the Charges at the rates and within the timeframes set out in the relevant Project Schedule. If a Project Schedule does not specify a timeframe for payment, Charges will be payable by the 20th of the month following the month of receipt of the invoice by the Party responsible for payment.
- 8.2 A valid GST invoice will be provided for all Charges due. The invoice will include:
- a. details of the Project Schedule to which the invoice relates;
 - b. details of the Services and Deliverables to which the invoice relates; and
 - c. sufficient information to enable the Party responsible for payment to validate the claim for payment.

9. Term and termination

- 9.1 This MOU will commence on the Commencement Date and any Project Schedule will commence on the date it is signed, and will continue until the earlier of:
- a. the Expiry Date (for the MOU);
 - b. a completion date set out in a Project Schedule (for a Project Schedule); or
 - c. A minimum of 30 days written notice of termination being given by one Party to the other Party (for either the MOU or a Project Schedule).

("the end date")

- 9.2 Any Project Schedule that is still in force on the end date of this MOU will be deemed to terminate on the same date as the MOU.
- 9.3 The provisions of this MOU will apply to Services and Deliverables provided prior to the Commencement Date, but subsequently referred to in a Project Schedule.
- 9.4 Within 30 days of the end date any outstanding Charges must be paid in accordance with this MOU.

10. Information Management, Security, Privacy and Confidentiality

10.1 Each Party will:

- a. work with the other Party openly and in good faith; in particular raising and responding to queries or concerns from the other Party regarding security, privacy or confidentiality.
- b. treat the information supplied to the other Party with the same care and level of stewardship it applies to its own information.
- c. respect and comply (where reasonably possible) with requests for constraints upon the disclosure of the other Party's information.
- d. proactively alert each other to any issues or concerns regarding information management, security, privacy and confidentiality.
- e. take full responsibility for protective security (including physical security) and cyber security within its own organisation.
- f. where there is a suspected or actual breach of the security, privacy or confidentiality relevant to this MOU or a particular Project Schedule:
 - i. the relevant Party must investigate and immediately notify the other Party of any actual or suspected unauthorised use or disclosure of information as soon as possible; and

- ii. where an investigation is undertaken, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed of progress.

11. Escalation

- 11.1 A harmonious and professional working relationship is necessary to achieve the purpose of this MOU. If a dispute arises in relation to the MOU generally or a Project Schedule, each Party will use all reasonable efforts to:
- a. give notice of any dispute promptly to the Relationship Managers or Key Contact Persons of the relevant Project Schedule (as appropriate);
 - b. The Relationship Managers or Key Contact Persons will meet promptly and in any case within seven days of notice of a dispute and use all reasonable endeavours to resolve the dispute as quickly as possible;
 - c. discuss and endeavour to resolve any dispute and in addition to any other considerations, as relevant consider:
 - i. whether any responsibilities could be performed in a different way or at a different time;
 - ii. whether any timeframes could be achieved by additional resourcing;
 - iii. how best to ensure the successful and timely performance of the Services and delivery of the Deliverables in accordance with a Project Schedule; and
 - d. agree any changes that may be required, such changes to be agreed in writing.
 - e. continue complying with this MOU and Project Schedules (as far as reasonably possible).
- 11.2 If the Parties are unable to resolve any dispute in accordance with paragraph 11.1 within 14 days either Party may escalate the dispute as follows:
- a. to General Manager level (unless the Relationship Manager or Key Contact Person is already at General Manager level); or
 - b. if unable to resolve any dispute within 14 days at General Manager level, escalate the dispute to a DCE or CE level.
- 11.3 Each Party will ensure that its Relationship Manager is kept informed of any dispute arising in relation to a Project Schedule and may be engaged by its Party's Key Contact Person at any time to assist in the resolution of a dispute.

12. Publicity

- 12.1 As a courtesy and in the interest of clear communication, neither Party will comment publicly on any matters that relate directly or indirectly to policies, practices, procedures or actions of the other Party in respect of this MOU, without first advising and discussing the matter with the other Party.
- 12.2 Wherever appropriate and possible, both Parties will coordinate publicity and media activity.

13. Notices, Key Contact Persons and Relationship Managers

- 13.1 It is intended that the Relationship Managers for the Parties should have oversight of the general operation of this MOU.
- 13.2 A Key Contact Person should be appointed by each Party for each Project Schedule. The Key Contact Persons should be kept informed of matters that arise relating to the Project Schedule. The Key Contact

Persons for each Party should develop an effective working relationship with each other for the purposes of assisting the Parties to meet the intent of the Project Schedule.

13.3 If a Party's Relationship Manager or Key Contact Person changes, that Party should notify the other Party in writing.

13.4 Any notices, reports or other communications:

- a. relating to the MOU generally should be directed to the Relationship Managers; and
- b. relating to a Project Schedule should be directed to the Key Contact Persons for that Project Schedule;

unless, in the circumstances, it is unreasonable to do so.

14. Variation

14.1 No amendment to this MOU will be effective unless it is in writing and signed by the Parties

14.2 The Parties acknowledge that as both Parties are constrained by budget appropriations, they will use all reasonable endeavours to ensure that any renegotiation of Charges for Services under an existing Project Schedule:

- a. occur in line with the Treasury budget cycles;
- b. use a collaborative and co-ordinated approach so that Parties are both informed and aware of the potential need to apply for increased appropriations in relation to the relevant Project Schedule; and
- c. be renegotiated by the Relationship Managers (not the Key Contact Persons for the applicable Project Schedule).

15. Conditions

15.1 Nothing in this MOU makes either Party liable for the actions of the other.

15.2 This MOU does not create legally enforceable rights or obligations between the Parties other than in relation to the obligations of confidence at paragraph 10.

15.3 The provisions in this MOU are to be read subject to any Chief Executive, or Cabinet directives, and any enactment.

15.4 Where there are changes to Government policy which affect the purpose and functions of this MOU, each Party agrees to inform the other of those changes at the earliest possible time and agrees to meet promptly to re-negotiate any aspect of this MOU.

SIGNED BY

MBIE

SIGNED for and on behalf of)

THE SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Chief Executive of the **MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT** (or his or her authorised delegate) by)



Signature

E A Basha

[Print Name]

GM Evidence & Insights

Position

STATS NZ

SIGNED for and on behalf of)

THE SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Chief Executive of **STATISTICS NEW ZEALAND** (or his or her authorised delegate) by)



Signature

Denise McGregor

[Print Name]

D&S Insights & Statistics

Position

ANNEXURE

Form of Project Schedule

