



**TOITŪ TE WAIORA**  
Community, Health, Education  
and Social Services  
Workforce Development Council

## **Memorandum of Understanding**

**Ngāti Hine Health Trust**

*Between*

**Toitū te Waiora Workforce Development Council**

## Preamble

### Ngāti Hine Health Trust

Te mātiro angamua, ko Ngāti Hine e ngunguru nei

Ngāti Hine Health Trust vision statement gives Ngāti Hine Health Trust the ability to advocate for whānau and community, while being accountable to those we serve.

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The Ngāti Hine Health Trust has its origins in the Motatau Marae Komiti which, in 1987, formed a health sub-committee to address health needs of the Motatau community.

From 1990 to 1992 the Marae Komiti obtained funding from the Health Research Council to train Kaiāwhina and carry out a Ngāti Hine household health status survey.

A second allocation of funding from Te Hotu Manawa Māori was secured to carry out a Rheumatic Fever prevention project.

Together the trained Kaiāwhina, the household survey and the Rheumatic Fever project provided the basis of submissions to the Regional Health Authority to establish Hauora Ngāti Hine as it was then, as a contracted service provider.

It was 28 April 1992 when the Ngāti Hine Health Trust was officially formed. A special relationship with the Regional Health Authority, evidenced by a Treaty-based Memorandum of Understanding was signed in 1994, as a precursor to the Trust's entry into service delivery.

The Trust's first service contract was for provision of Mobile Community Nursing Services.

Having established itself in the delivery of a comprehensive range of mobile nursing, residential and community health services, and through the recognition of the underlying social determinants of health, over the following 28 years the Trust has expanded to encompass social, disability, education, housing, corrections, justice, and media services.

The [NHHT Strategic Plan 2018-2030](#) sets out a clear blueprint for the direction ahead and seeks to reconfigure our service design and delivery to align with thinking and practice that places whānau at the centre of everything we do, that encourages whānau leadership and that – in a systemic context and in the long-term is driving to 'One Whānau, One Plan, One Place'.

### ***Toitū te Waiora Workforce Development Council ('TTW')***

The role of Workforce Development Councils (WDCs) is to ensure the vocational education system meets industry needs and gives a stronger voice to Māori business and iwi development.

Toitū te Waiora (Community, Health, Education and Social Services) Workforce Development Council represents industries including Care Services, Disability Services, Education and Educational Support Services, Funeral Services, Health Services, Public Order Safety, Regulatory Services, Skin and Nail Therapy Services, Social Services, and Urban Pest Control.

We will work with industry and employers to understand the skills that are needed. This information will be passed to education and training providers, who will be expected to create learning programmes that will give people relevant skills to address future workforce needs.

We will lead the development of industry qualifications, set industry standards and assess training provision against these industry standards. Where appropriate, we will set and help with capstone assessments at the end of a qualification. Industry standards will be consistently applied across the country, and across all modes of learning, whether on the job (such as apprenticeships), on campus or online.

We will also endorse vocational education programmes prior to them being approved by NZQA.

As well as engaging with industry and employers, we will work collaboratively across the vocational education sector. We will engage with Regional Skills Leadership Groups (RSLGs), Tertiary Education Commission (TEC), New Zealand Qualifications Authority (NZQA), Centres of Vocational Excellence (CoVE's) and Providers (Te Pūkenga, Wānanga and Private Training Establishments (PTEs)).

We will also engage with a range of parties to help inform and prioritise their service delivery. These include the Ministry of Education (MoE), Advocacy Groups, Learners, Te Taumata Aronui, Government agencies and schools.

## Terms of Reference

### Parties

Between **Ngāti Hine Health Trust**  
5 Walton St Whangarei 0110 Northland

And **Toitū te Waiora Workforce Development Council ('TTW')**  
Level 4, 277 Broadway, Newmarket, Auckland 1023

### BACKGROUND

1. The parties acknowledge the implications of the Reform of Vocational Education ('RoVE') and recognise that the participation and success of learners across Aotearoa New Zealand is of significant strategic importance to both NHHT and TTW.
2. The parties agree to work together in partnership to ensure each organisation's success in the pursuit of their respective vision, missions, and objectives.
3. The parties enter into this Agreement ('this Agreement') to clarify, formalise and enhance the relationship between Ngāti Hine Health Trust and Toitū te Waiora.

### THE PARTIES AGREE

#### 1. Understanding and Principles

- 1.1 By this Agreement, the parties record their intention and commitment to establish an interactive, positive and balanced relationship between both organisations. This Agreement is not intended to constrain the scope of possible shared interests in the future between NHHT and TTW. The parties will use their utmost efforts to implement this Agreement and to bring any subsequent separate arrangements to success.
- 1.2 The parties acknowledge the important roles of each other in the participation and success of the tertiary and health sectors and the potential contribution of each other to sustainability, innovation, business development and other pathways.
- 1.3 The parties honour and acknowledge overarching commitments as Te Tiriti o Waitangi partners.
- 1.4 The parties will also work together by incorporating tikanga Māori and the principles of whakapapa, whakawhanaungatanga, manaakitanga, kaitiakitanga and rangatiratanga.



## **2 Giving effect to this Partnership Agreement**

2.1 The parties recognise the following matters, which will guide them in giving effect to the purpose of this Agreement:

- 2.1.1 TTW has the national mandate to set standards, develop qualifications and endorse programmes that lead to Community, Health, Education and Social Services industry qualifications prior to NZQA approval.
- 2.1.2 NHHT membership has a regional coverage and the local industry and community connections and engagement to become a long-term partner.
- 2.1.3 NHHT and TTW need to have an enduring and collaborative relationship to give effect to this agreement.
- 2.1.4 NHHT brings strategic leadership, knowledge, experience, and specialist expertise regarding Industry, Iwi, and Māori Business.
- 2.1.5 both parties have obligations under Te Tiriti.
- 2.1.6 both parties intend to explore how TTW can offer guidance to NHHT and its members on workforce development planning and pathways
- 2.1.7 As a result of RoVE, both TTW and the PTEs represented by NHHT will work collaboratively on qualification, credential, and standard development, and regional needs identification.
- 2.1.8 NHHT and TTW, and TTW and individual PTEs, need to have clearly established channels for regular and open engagement and communication; and
- 2.1.9 both parties intend to contribute to the creation of a cohesive, sustainable vocational education system that helps improve educational, vocational, and wellbeing outcomes for all New Zealand and supports a growing economy that works for everyone.

2.2 To ensure this agreement is proactively implemented, the Parties agree:

- 2.2.1 To develop an annual plan that defines any shared projects, annually agreed outcomes, responsibilities, accountabilities, and activities that will give effect to this Agreement and its purpose.
- 2.2.2 NHHT and TTW (Leadership team) will meet four times a year to:
  - a) discuss strategic issues, opportunities, and plan, and to strengthen understanding and trust between parties; and
  - b) approve and review the work programme to ensure it continues to meet the requirements of the Agreement.
- 2.2.3 The Parties will review the Agreement annually or as otherwise agreed.
- 2.2.4 Any variations to the Agreement must be in writing and signed on behalf of each party.
- 2.2.5 Nothing in this Agreement precludes a partnership between either party and any other third party, or between the parties jointly and any other third party, nor does it require that either party approve or endorse any other partnership they may choose to have with a third-party organisation, provided that the partnership does not constitute a conflict of interest concerning the collaborations or projects being initiated.

### **3 Confidentiality and Public Statements**

- 3.1 The parties agree to keep confidential any sensitive or confidential information that comes into their possession as a result of this Agreement, including any information relating to the business, sales, marketing, or technical operations of the other party, except to the extent any disclosure may be permitted or required by law (including, without limitation, the Official Information Act 1982). Confidential or sensitive information does not include information that is already in the public domain.
- 3.2 The parties will agree on the approach in relation to any media or publicity that may arise under this Agreement which will reflect in some way upon either party. In such circumstances neither party will comment to the media or otherwise make any public statement without consulting first with the other party to ensure a "no surprises" approach for each party.

### **4 Communications**

- 4.1 Communication between the parties on all matters relating to this Agreement, including performance and activities undertaken by the parties, are to be made through the following contact persons:
- a) The Chief Executive of NHHT, currently Geoff Milne; and
  - b) The General Manager Kāhui Māori of TTW, Tania Pritchard
- 4.2 It is the responsibility of the above contact people to:
- c) Work collaboratively to arrange meetings.
  - d) Keep both parties fully informed.
  - e) Act as the first point of reference between parties and as liaison for external contacts; and
  - f) Communicate between parties on matters that arise that may be of interest to either party.
- 4.3 If the contact person changes for either party, the other party must be promptly informed of the new contact person.
- 4.4 Communication between the parties may be escalated to the Chair of NHHT and the Chief Executive of TTW as required.
- 4.5 Meetings will operate as follows:
- a. The parties must hold meetings a minimum of four times per annum, or on an as required basis. Where a specific project is in progress then the frequency will be more often.
  - b. The next meeting day will be scheduled at the end of each meeting.
  - c. Any proposed meeting attendee can submit agenda items.
  - d. Meeting notes will be kept for each meeting and forwarded to meeting attendees (including any person who was invited to attend but was absent) within 20 working days after the meeting.
  - e. Action points will be finalised at the end of each meeting and included in the meeting notes.
  - f. Decisions will be made through mutual agreement between the representatives from each party.
  - g. Once decisions are made these will be documented and notes of what was agreed will be

distributed to both parties.

## **5 Term**

5.1 This Agreement will operate indefinitely unless either party to this Agreement gives three months' notice in writing to the other to terminate it (or any other period agreed between the parties).

5.2 The parties will review this Agreement before 1 December each calendar year after the year in which signed (or at any time during the term of the Agreement by agreement between the parties), at which time improvements are agreed upon for the following year.

## **6 Liability**

6.1 Neither party shall be liable to the other for any costs, liability, damages, loss, claims or proceedings of whatever nature arising out of this Agreement, and neither party shall be liable to the other for any loss of profit, loss of business, or consequential loss of that party, howsoever caused.

6.2 Where the parties agree to work together on projects to achieve the parties' objectives as set out in this Agreement, they must enter into a contractual agreement that will deal with each project. The entering into of any such agreement or arrangement will be subject to the requirements of any relevant legislation. The scope and intent of future contractual agreements are broadly defined by the purpose of this Agreement and will be negotiated in good faith by the parties.

6.3 With the exception of clause 3 (Confidentiality and Public Statements) and clause 8 (Intellectual Property), the parties do not intend this Agreement to be legally binding. However, the parties expect that legally binding agreements may be separately negotiated and agreed upon in the future as individual projects are identified and progressed.

## **7 Disputes**

7.1 If a dispute arising out of this Agreement occurs between the parties, then the parties will in good faith try to resolve that dispute and, in all instances, apply tikanga Māori.



## **8 Intellectual Property**

8.1 All intellectual property brought by a party to the partnership under this Agreement remains in the ownership of that party. Where a party brings the intellectual property (or cultural property) of another party (**Third Party IP**) to this Agreement (under licence or other agreed means), then that Third Party IP shall be managed and dealt with in accordance with the underlying licence agreement / understanding / convention that applies to that Third Party IP. Ownership and management of any intellectual property developed in relation to this Agreement, or any standards for data management and protocols for data sharing, are to be dealt with in a contractual arrangement between the parties but failing a contractual arrangement being entered into, the intellectual property will belong to the party who created it (or in the context of Third Party IP, the right to use the IP will revert to the party who brought the Third Party IP to the Agreement).

8.2 The parties agree that this clause 8 will survive termination of the Agreement.

## **9 Privacy**

9.1 The parties agree that any personal information they or their employees and/or contractors obtain in relation to the employees and/or contractors of the other party, under this Agreement, or any subsequent separate arrangement may only be collected, held, used, and distributed in accordance with the New Zealand Privacy Act 2020.

## **10 General**

10.1 This Agreement is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

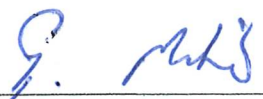
10.2 Neither party may assign, novate, vary, or amend this Agreement without the written approval of the other party.

10.3 Each party will meet its own costs incurred in relation to this Agreement.

10.4 For the avoidance of doubt, the relationship of the parties under this Agreement is not one of legal partnership, joint venture or agency, employment or any other relationship other than expressly agreed between the parties, and neither party will hold itself as being in such a relationship without the written consent of the other party.



Signed by

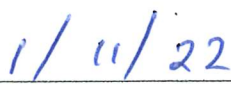
  
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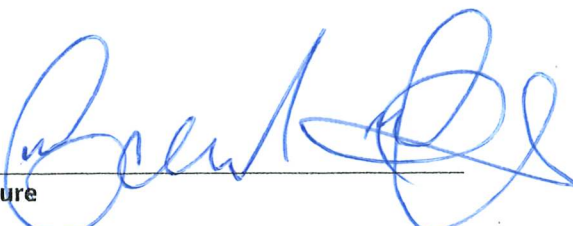
Geoff Milner

Name of authorised signatory on behalf of  
Ngāti Hine Health Trust (NHHT)

Chief Executive

Position

  
Date

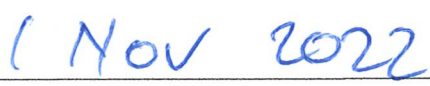
  
Signature

Donovan Clarke

Name of authorised signatory on behalf of  
Toitū te Waiora (TTW)

Chief Executive

Position

  
Date

