



**MINISTRY OF BUSINESS,  
INNOVATION & EMPLOYMENT**  
HĪKINA WHAKATUTUKI

**Memorandum of Understanding**  
**Cooperation between agencies involved in supporting a**  
**residential advisory service**

**Parties**

Ministry of Business, Innovation and Employment (MBIE)

AND

Department of the Prime Minister and Cabinet (DPMC)

AND

Christchurch City Council (CCC)

(MBIE, DPMC and CCC together known as the parties to this MOU)

## **1. Background**

- 1.1. In September 2015, CERA, EQC, ICNZ and CCC entered into an agreement entitled 'Memorandum of Understanding Cooperation between agencies involved in providing a residential advisory service' (CERA MOU), relating to the funding and governance of the residential advisory service (RAS), which is an independent and impartial service provided to assist residential property owners progress their insurance claim.
- 1.2. The term of the CERA MOU commenced on 16 May 2015 and was due to expire after 12 months on 15 May 2016. The CERA MOU was subsequently extended to 30 June 2017.
- 1.3. On 1 December 2015 the operational oversight, Crown funding responsibility and governance participation transferred from CERA to MBIE.
- 1.4. The Purpose of this MOU is to record that the CERA MOU is to end at 30 June 2017 and is replaced by this MOU between MBIE, DPMC and CCC.
- 1.5. The term of this MOU will take effect from 1 July 2017, and will continue for a term ending on 22 December 2017 (Expiry Date).

## **2. Purpose**

- 2.1. MBIE will continue to provide operational oversight and Crown funding responsibility for RAS.
- 2.2. The Parties will provide governance in order to continue to provide support to assist residential property owner's to progress their insurance claim as a result of any natural disasters (Service).
- 2.3. The Parties, agree to work together, in accordance with the agreed terms of reference, to support the outcomes of the Service.

## **3. Values**

- 3.1. The Parties agree, within the scope of the Service, in good faith to:
  - a. work as a team;
  - b. support each other in finding the most efficient ways to deliver the Service;
  - c. be open, frank, honest and constructive in all dealings with each other, and the insurance sector;
  - d. optimise the value and benefit delivered to the affected property owners by the Service;
  - e. maintain ethical practices;
  - f. Share work equitably and reasonably, consistent with agreed arrangements;
  - g. Use the MoU as a benchmark against which the parties can settle their potential issues of conflict between them as work progresses;

- h. Discuss issues and negotiate with each other in good faith and a principled manner.

#### **4. Legal Status**

- 4.1. The Parties agree that the provisions set out in this MOU are not legally binding.
- 4.2. This Memorandum of Understanding may be executed in two or more counterparts, all of which together be deemed to be one and the same MOU. A party may enter into this MOU by signing a counterpart copy and sending it to the other party including by facsimile or email.

#### **5. Governance**

- 5.1. The Parties agree to establish a governance structure to support the Service.
- 5.2. The governance structure will be responsible for:
  - a. Strategic planning, decision-making, service oversight and relationship management.
- 5.3. The governance structure will comprise a senior member (or substitute senior member) from each of the Parties, and shall be referred to as the Governance group
- 5.4. The MBIE representative shall chair the Governance group. The chairperson does not have a casting vote.
- 5.5. The Governance group may invite another party(ies) to attend and contribute to the governance if the other party(ies) is considered to add value to the service. The other party(ies) shall not have a voting right and attendance will be solely at the discretion of the Governance group.
- 5.6. All decisions by the Governance group do not require a vote unless a member (or substitute member) requests a vote, in which case a vote must be held.
- 5.7. All votes will be as follows:
  - a. Each member (or substitute member) will be entitled to cast a vote.
- 5.8. The Governance group will hold meetings as often as is necessary to enable it to fulfil its duties under this MOU.
- 5.9. A meeting may only proceed if all members (or substitute members) are present.
- 5.10. No binding decision impacting funding can be made unless the source of that funding is determined and availability confirmed.

#### **6. Management Information**

- 6.1. The Service will maintain appropriate statistics to enable the Governance group to measure the demand for and effectiveness of the Service and its on-going need.

**7. Funding**

7.1. The Parties note and agree that MBIE may arrange for additional funds to be provided by third parties to support the RAS and associated functions. MBIE will negotiate and administer any such third party funding.

**8. MBIE Role**

8.1. The Parties agree that MBIE is responsible for operational management of the Service including:

- a. Contracting with providers of the Service (Service Providers) in a manner consistent with the Service direction as determined by the Governance group.
- b. arranging and managing funding for the service
- c. Operating the Service in accordance with direction from the Governance group.
- d. Managing communications for the Service on the basis of a communications plan approved by all of the Parties.
- e. Managing ministerial correspondence.

**9. Communications between the Parties**

9.1. Communications between the Parties should be sent to:

DPMC	
Name: David Griffiths Position: Manager, Policy Planning and Monitoring Email: Phone:	
CCC	MBIE
Name: Jenny Hughey Position: Community Governance Manager Email: Phone:	Name: Mike West Position: General Manager, Service Support and Design Email: Phone:

9.2. Any change of contact details is to be notified in writing (including email) to all Parties.

## **10. Cabinet/Minister's Directives**

- 10.1. If Cabinet or a Minister of the Crown gives a directive to MBIE or DPMC, that relate in any way to this Service the Parties will make any necessary changes to comply with that directive.

## **11. Confidentiality**

- 11.1. No Party will, without the consent of the other Parties, at any time disclose to a third party information concerning the affairs of the other Party, or that is otherwise deemed to be confidential by one of the Parties or where such disclosure infringes the provisions of the Privacy Act 1993.
- 11.2. The Parties acknowledge that disclosure of information between them may be subject to the provisions of the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987, and will cooperate to assist any Party or Parties subject to those Acts to comply with the provisions of those Acts.

## **12. Conflict of Interest**

- 12.1. The Parties will notify each other where any conflict of interest may arise from any activity related to this MOU.

## **13. Disputes**

- 13.1. In the event of a dispute arising between the Parties in respect of this MOU the Parties will agree to use their best endeavours to resolve the dispute.
- 13.2. In the first instance all disputes should be resolved through the Parties' Relationship Managers set out in Table 1 of Schedule One.
- 13.3. If the dispute cannot be resolved by the Relationship Managers it shall be escalated to the respective Chief Executives of the Parties.

## Executed as a Memorandum of Understanding

**Signed on behalf of MBIE by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**Witnessed by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**Signed on behalf of DPMC by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**Witnessed by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**Signed on behalf of CCC by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**Witnessed by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

## Schedule One

Table 1 of Party and Relationship Managers

Party		Relationship Manager
1	MBIE	Mike West, General Manager, Service, Support and Design
2	DPMC	David Griffiths, Manager, Policy Planning and Monitoring
4	CCC	Jenny Hughey, Community Governance Manager