

**THIS MEMORANDUM OF UNDERSTANDING** is made on 20 December 2021  
**BETWEEN** WorkSafe New Zealand  
**AND** Ministry of Education

### **INTRODUCTION**

1. WorkSafe New Zealand (WorkSafe) is established by the WorkSafe New Zealand Act 2013 (WNZ Act). WorkSafe is the primary work health and safety regulator, whose main objective is to promote and contribute to a balanced framework for securing the health and safety of workers and workplaces. WorkSafe operates under the Health and Safety at Work Act 2015 (HSWA) and other relevant health and safety legislation. WorkSafe's functions are detailed in section 10 of the WNZ Act.
2. The Ministry of Education (the Ministry) shapes an education system that delivers equitable and excellent outcomes. The Ministry is the Government's lead advisor on the New Zealand education system, shaping the direction for education agencies and providers and contributing to the Government's goals for education. The Ministry operates under the Education and Training Act 2020 and other relevant education regulations.

### **PURPOSE**

3. This Memorandum of Understanding (MOU) seeks to establish a framework for coordination of activities, collaboration, and cooperation between WorkSafe and the Ministry of Education (the Parties), particularly in relation to identified areas of common interest. It does not commit either Party to a programme of work.
4. Operational details of assistance, cooperation, or support that may be provided in accordance with this MOU will be detailed in the schedules attached to this MOU.
5. Nothing in this MOU prevents either Party from providing assistance, cooperation, and support to each other outside of the terms of this MOU or its schedules, where there is agreement to do so between the Parties.

### **COMMENCEMENT**

6. This MOU is effective from 1 January 2022 and will continue to be in effect until it is superseded or terminated.

### **INTERPRETATION**

7. For the purposes of this MOU, the following terms are defined:
  - a. **Areas of common interest** means those matters where each Party contributes to a shared outcome or has a shared role or interest, including meeting the requirements of international agreements, meeting government's policy objectives and promoting greater collaboration, cooperation, and coordination across the wider government sector.
  - b. **HSWA** means the Health and Safety at Work Act 2015 and includes any subsequent amendments to, and any regulations made under, that Act.
  - c. **the Ministry** means the Ministry of Education
  - d. **MOU** means this Memorandum of Understanding, comprising the master agreement and any schedules developed under the master agreement.
  - e. **Party or Parties** means the signatories to this MOU.
  - f. **Schedule(s)** means any agreement subsequently entered into by the Parties under this MOU and referred to as a schedule to this MOU.
  - g. **Third party** means someone who is not a Party to the MOU.

- h. **WorkSafe** means WorkSafe New Zealand.

#### **PRINCIPLES**

- 8. The Parties will aim to work together, cooperate, and coordinate their activities. They will do this by working in the following ways:
  - a. **Open communication** – each Party will communicate openly, collegially, and promptly to achieve the best outcomes.
  - b. **Collaboration** – each Party will work to seek mutually beneficial outcomes where feasible and to increase understanding of what those outcomes might be.
  - c. **Mutual respect** – each Party recognises that the other has a valid role within the relationship and that the Parties need to work together.
  - d. **Integrity** – each Party will actively cooperate in a manner that recognises the other Party's functions, duties, and powers in a way that fosters mutual respect and trust.
  - e. **Efficiency** – where practicable, the Parties will discuss and align their approaches to maximise efficiency.
  - f. **No surprises** – each Party will inform the other of any emergent situation in an area of common interest as soon as practicable.
  - g. **Responsiveness** – each Party will act with the responsiveness required to address the operational or organisational matter being considered.

#### **DESIRED OUTCOMES AND COMMITMENTS**

- 9. The desired result of this MOU is coordination, cooperation, and collaboration between the Parties to enable them to effectively and efficiently carry out their respective functions, including working towards the Government's objectives to improve work health and safety outcomes.
- 10. Each Party agrees to work effectively toward the desired outcomes of this MOU.
- 11. Any coordination, cooperation, and collaboration of activities may be undertaken solely between the Parties, or if both Parties agree, may involve a third party (such as another regulator).

#### **Outcome 1: The Parties have a clear understanding of each other's operational boundaries**

- 12. The Parties will clarify with and for each other their own areas of operation, including specific regulatory roles and responsibilities.
- 13. The Parties will work together to identify and manage any gaps or overlaps in responsibilities, legislation, and/or regulatory guidelines.

#### **Outcome 2: Public messaging is coordinated and consistent**

- 14. The Parties will use their best endeavour to:
  - a. inform each other at the initial stage of development of any communications campaign relevant to the other Party, or to the content of this MOU
  - b. take all reasonable steps to ensure adequate time is given for the other Party to provide comment where appropriate, and
  - c. explore opportunities to conduct joint communications campaigns.
- 15. Where possible, the Parties will consult with each other when providing information or comment to the media on areas of common interest.

**Outcome 3: Information, data and intelligence sharing supports effective regulatory operations**

16. The Parties may develop principles, strategies, and processes to share relevant information, data, and intelligence to enhance interagency coordination, cooperation, and collaboration.
17. Where practicable, these principles, strategies, and processes will use available technology and may evolve to reflect changes in technology.
18. Details on how information, data, and intelligence will be shared may be set out in a schedule in this MOU.

**Outcome 4: In areas of common interest, expertise is shared between the Parties**

19. The Parties will, where applicable, possible, and appropriate, share information and expertise to support their respective regulatory roles. This could include:
  - a. discussing any identifiable trends and preventative measures;
  - b. discussing developments in work health and safety practice; or
  - c. advising of changes to policy or practice in areas of common interest.
20. The Parties will, with mutual consent, consult and draw on the expertise of the other Party, where appropriate. This may be in relation to the development of industry guidance information, codes of practice, and other regulatory instruments and when carrying out assessments, inspections, and enforcement activities.

**Outcome 5: Parties are willing and able to support each other in response to an event**

21. In an event, the Party taking the operational lead may request from the other Party:
  - a. technical and operational assistance, and/or
  - b. administrative and staff support.
22. Any assistance provided under Clause 21 of this MOU will have regard to:
  - a. the scale, duration, or complexity of the event
  - b. the potential for the Party taking the operational lead being unable to effectively carry out its functions, duties, or powers, and
  - c. the practicality of the other Party providing assistance.
23. The terms and conditions of any technical or operational assistance and/or any administrative or staff support and how that assistance or support is to be funded, may be set out in a schedule to this MOU.

**COOPERATION, CONSULTATION, AND POLICY ADVICE**

24. The Parties will inform and, as relevant, consult with each other, when developing strategic priorities, plans, and relevant policy or operational initiatives in areas of common interest.
25. The Parties will meet as needed, at least annually, to discuss:
  - a. the Parties' respective work priorities in areas of common interest; and
  - b. where the Parties can increase collaboration and cooperation.
26. A third party (such as another regulator) may be invited where it is considered a multi-agency involvement would improve effective and efficient work health and safety.

## **SCHEDULES**

27. As appropriate, the Parties will develop schedules to this MOU detailing the terms and conditions for specific procedures and activities between the Parties, including how costs will be apportioned.
28. Every schedule will set out:
  - a. the person (by position title) in each Party responsible for the schedule and their contact details for those persons, and
  - b. how any joint activities will be resourced.
29. Schedules may be adopted, amended, replaced, or terminated by the responsible person from either Party.

## **RESOURCING AND COSTS**

30. The provision of any support, cooperation, or assistance under this MOU and its associated schedules will be subject to the availability of the Parties' resources. Such support may be limited, adjusted, or terminated as deemed necessary by either Party to meet its other operational commitments.
31. Parties will notify each other of any significant changes in resourcing capability that may affect their ability to meet their commitments under this MOU.
32. Unless the Parties mutually determine otherwise, the cost of meeting any commitments made under this MOU shall be borne by the party incurring the cost. Cost attributions for activities, if any, may be specified in the relevant schedule.

## **DISCLOSURE OF INFORMATION**

35. The Parties will consider developing and implementing strategies to share information subject to legislative requirements (such as the Privacy Act 2020, Official Information Act 1982, Evidence Act 2006 and Criminal Disclosure Act 2008) and relevant government policies, to improve cooperation on all matters of mutual interest.

## **REQUESTS FOR INFORMATION AND PUBLICATION**

36. Both Parties agree that this MOU will be made available to the public and may be published online on either Party's external website. Any schedule to this MOU will only be published online with mutual agreement by the Parties, in writing.
37. If either Party receives a Privacy Act or Official Information Act request for information in respect of this MOU or any activity undertaken pursuant to it, they will consult with the other Party regarding the appropriate response. The Party that receives the request will consider its legal obligations and the other Party's views, before responding to the request.

## **RESOLVING DISPUTES**

37. The Parties will attempt to resolve all disputes about the interpretation or application of this MOU, including any of its appendices or schedules, at the earliest opportunity.
38. If minor disputes arise about the interpretation or performance of this MOU the Parties will attempt to resolve the dispute at the earliest opportunity.
39. If a dispute cannot be resolved within 28 days, the matter will be referred in writing to the Chief Executive at WorkSafe and the Secretary for Education at the Ministry of Education for final resolution.
40. Disputes arising under this MOU will be resolved through discussion and cooperation between the Parties and won't be referred to any external organisation in any circumstance.

**STATUS, VARIATION, REVIEW and TERMINATION**

41. Unless expressly stated otherwise, the following applies to this MOU and its schedules:

- a. The MOU and schedules will continue to be in effect until they are either superseded or terminated.
- b. A review of this MOU and/or any of its schedules can be requested at any time, by either Party.
- c. Notwithstanding the above, the date for the review of the MOU or any schedule is five years from the date of the last signature on the MOU or schedule.
- d. Amendments to this MOU and/or any of its schedules will be made in writing by mutual agreement of all Parties.
- e. This MOU and/or any of its schedules can be terminated at any time and by either Party, through written notification. Termination will be effective immediately.
- f. Termination of this MOU will terminate all of its schedules, but termination of a schedule will only affect that schedule.
- g. Any schedules current at the time of the signing of this MOU will remain current until terminated or superseded.
- h. This MOU does not create any legal rights, duties, or obligations, and this MOU and/or any of its schedules are not binding on the Parties.

**THIS MEMORANDUM OF UNDERSTANDING** is made on 20 December 2021

**BETWEEN** WorkSafe New Zealand  
**AND** The Ministry of Education

**SIGNED BY**



*P.P.*  
**Phil Parkes**  
**Chief Executive**  
**WorkSafe New Zealand**



**Iona Holsted**  
**Te Tumu Whakarae mō te Mātauranga**  
**Secretary for Education**  
**The Ministry of Education**

Proactive release