Memorandum of Understanding

Te Tumu Whakarae,

the Chief Executive of Whaikaha,

**Ministry of Disabled People**

(“the Chief Executive”),

And

**National Enabling Good Lives**

**Leadership group**

9 February 2024

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**MEMORANDUM OF UNDERSTANDING**

Between

The National Enabling Good Lives Leadership [NEGL] group.

And the

Chief Executive of Whaikaha, Paula Tesoriero.

Dated: 9 February 2024

**INTRODUCTION**

*The role of Whaikaha, Ministry of Disabled People*

Whaikaha – Ministry of Disabled People (the Ministry) has a dual mandate made up of two broad roles.

* To lead strategic disability policy across government to better outcomes for disabled people and tāngata whaikaha Māori.
* To transform the disability system in line with Enabling Good Lives principles, starting with disability support services (DSS) funded by the Ministry, and to ensure the effective delivery of DSS.

Whaikaha – Ministry of Disabled People has three key roles to lift the profile of disability across government and improve outcomes for disabled people and tāngata whaikaha Māori.

* Realising a partnership between government and disability communities as articulated in Te Tiriti o Waitangi/Treaty of Waitangi, the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD), and the New Zealand Disability Strategy.
* Transforming the disability system in line with the Enabling Good Lives vision and principles, starting with the $2.2 billion of DSS commissioned by the Ministry.

Supporting other government agencies to incorporate disability perspectives and needs into their policies and services so they meet their responsibilities to disabled people and whānau in a consistent and joined-up way.

The National Enabling Good Lives Leadership Group is a national group that is responsible for promoting and protecting the overall vision and principles of ‘Enabling Good Lives’ and for advising Ministers and senior officials.”[[1]](#footnote-1)

In 2013, NEGL was set up by the Minister of Disability Issues to provide leadership for the implementation of Enabling Good Lives (EGL) across Government agencies.

Some of the key focus areas for NEGL are to:

* to provide disability community and sector input to and advice on current and future initiatives involving changes to the disability support system.
* working with government agencies and other major stakeholders to progress change of the system.
* build understanding of the Enabling Good Lives approach among communities, disabled persons’ organisations, the disability community and sector, families and government agencies”[[2]](#footnote-2).

As a national leadership group, NEGL has:

* a focus on change to the disability support system across multiple agencies, rather than a single agency’s part of that system.
* a focus on Enabling Good Lives as an approach to system transformation, rather than being about an individual initiative.
* working with government agencies and other major stakeholders to progress change of the system, rather than parallel to them.
* been the only “independent voice” that led the development of the EGL approach and maintains an on-going contribution to the development of the EGL approach.
* members that have actively contributed to and monitored EGL-based development since 2013 (i.e. institutional knowledge and relationships).

**This agreement is signed** by the following on behalf of their respective organisations.

|  |  |
| --- | --- |
| …………………………………………………………………. SIGNED on behalf of the Chief Executive of Whaikaha by [insert name] acting under delegated authority | …………………………………………………………………. SIGNED by [insert name of the Party signing] on behalf of the National Enabling Good Lives group.  |
| ………………………………………………………………… Witness signature  | ………………………………………………………………… Witness signature  |
| Witness name [insert name]…………………………………………………………………. Witness occupation [insert occupation]…………………………………………………………………. Witness address…………………………………………………………………. …………………………………………………………………. …………………………………………………………………. | Witness name [insert name]…………………………………………………………………. Witness occupation [insert occupation]…………………………………………………………………. Witness address…………………………………………………………………. …………………………………………………………………. …………………………………………………………………. |
| A copy of the instrument of delegation may be inspected at the Chief Executive’s office. |  |

**SCHEDULE 1**

1. Background

1.1 Whaikaha - Ministry of Disabled People was established to work in partnership with the disability community, Māori and Government for a better, more independent future for disabled people and whānau in Aotearoa New Zealand and to transform the disability support system in line with the Enabling Good Lives (EGL) approach.

This includes building the capacity and capability of tāngata whaikaha Māori, disabled people, their whānau and communities, to live self-determined lives, and to shape the transformation of the disability support system.

Whaikaha has a mandate to work with other government agencies to transform the services and supports they provide to align with the principles of EGL.

1.2 The Enabling Good Lives vision that ‘all disabled people and their families have greater choice and control over their supports and lives’ has underpinned the work on Disability System Transformation for more than a decade.

The purpose of National Enabling Good Lives Leadership group is to provide high-level strategic advice to assist community and government initiatives to align with the EGL approach.

NEGL are the community guardians (kaitiaki) of the Enabling Good Lives (EGL) approach, vision and principles. NEGL is therefore responsible to promote the EGL approach across government and throughout the disability community.

1.3 Agreeing a Memorandum of Understanding at this stage of system transformation and expansion of the Enabling Good Lives vision and principles across the motu provides clarity about how Whaikaha and NEGL will work together to advance outcomes that matter to disabled people and tāngata whaikaha Māori me o rātou whānau.

2. Purpose

2.1 The purpose of this Memorandum of Understanding (Memorandum) is to record the principles and objectives that Whaikaha and NEGL expect to underpin their ongoing relationship and to describe, in general terms, the projects the parties intend to work on jointly at this time, as well as those they hope to develop in the future.

* 1. The core purposes of this Memorandum of Understanding are:

2.2.1 To increase the leadership capability of disabled people, tāngata whaikaha Māori, their families and whānau so they can use the EGL approach to progress the outcomes that matter to them and their communities.

2.2.2 To share the learnings and emerging EGL-based insights from regions.

* + 1. To accelerate transformational shifts in ways that remain true to the EGL vision and principles.
		2. To support ways to embed the EGL vision and principles in the work of Whaikaha.

3. Parties’ Objectives

3.1 This Memorandum of Understanding and its schedules:

* set out the key focus areas the Parties will work on together in the short to medium term.
* provide a way for the two Parties to collaborate and learn to transform the disability support system in line with the Enabling Good Lives (EGL) approach.
* outline timelines and frameworks for monitoring the impact of joint projects.

4. Initial focus areas:

The agreed focus areas for the first 18 months of this Memorandum of Understanding are:

4.1 Expand EGL-based regional leadership networks (see 2.2.1)

*For example, Whaikaha and NEGL co-develop a sustainable approach for the establishment of self-sustaining regional leadership throughout the country.*

4.2 Assist disabled service providers to understand the EGL approach (see 2.2.2).

*For example, Whaikaha to facilitate opportunities for NEGL to work with providers to understand and apply the EGL approach in their services*.

4.3. Align EGL approaches in Whaikaha projects (see 2.2.3)

*For example, Co-design a process for proactive discussions between senior Whaikaha leadership and NEGL related to EGL alignment prior to the establishment of projects, particularly the five new EGL sites.*

4.4 Support Whaikaha kaimahi to understand the EGL approach (2.2.4)

*For example, co-develop a mechanism for Whaikaha kaimahi to understand history, principles and application of EGL.*

* 1. Collaborate to ensure Whaikaha is supported by NEGL in its stewardship role with government agencies. (2.2.4)

5. Joint projects

 The Parties will work together to plan projects for focus areas. These project plans will be appended as Schedules to this Memorandum of Understanding as they are signed off.

1. Measurement frameworks

The impact of activities under this Memorandum of Understanding will be monitored through the New Zealand Disability Strategy and Outcomes Framework, and to the Monitoring, Evaluation, Analysis and Learning (MEAL) Framework.

7. Parties’ Principles

7.1 For Whaikaha, all mahi is underpinned by the principles embedded in three pou:

* Aotearoa New Zealand’s commitments under Te Tiriti o Waitangi;
* the Enabling Good Lives vision and principles; and
* the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD).

7.2 For NEGL, the principles underpinning the relationship with Whaikaha are:

* Self-determination: Disabled people are in control of their lives.
* Beginning early: Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
* Person-centred: Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
* Ordinary life outcomes: Disabled people are supported to live an everyday life in everyday places; and are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
* Mainstream first: Disabled people are supported to access mainstream services before specialist disability services.
* Mana enhancing: The abilities and contributions of disabled people and their families are recognised and respected.
* Easy to use: Disabled people have supports that are simple to use and flexible.
* Relationship building: Supports build and strengthen relationships between disabled people, their whānau and community.

8. Role of parties

8.1 Each party will contribute the following to enact this Memorandum of Understanding:

 Whaikaha will:

* Acknowledge and promote awareness of NEGL as kaitiaki of the EGL approach and the primary partner related to EGL-based change
* Promote awareness of NEGL’s role with the Minister for Disability Issues and facilitate access to the Minister.
* Work with NEGL to co-develop specific joint projects that advance EGL-based change.
* Work with NEGL to review and update NEGL Terms of Reference (2018).

NEGL will:

* Provide credible, current, collaborative and constructive EGL-based advice to senior officials.
* Have processes to influence EGL-based change within Whaikaha proactively and effectively.
* Ensure strong connections with a variety of community networks to enable a community-driven social movement equipped to guide, support and implement EGL-based change.
* Work with Whaikaha to review and update NEGL Terms of Reference (2018).

9. Term

9.1 This Memorandum is effective from 9 February 2024 for a period of three years and expires on 31 January 2027 (unless during the review process both parties agree in writing to renew the term of the Memorandum before its expiry).

9.2 Either party may withdraw from the agreement by giving 4 weeks’ written notice to the other party.

10. Relationship Management and Communication

10.1 The parties nominate the following persons to be contacted if matters arise that may be of interest to either party.

|  |  |
| --- | --- |
| Chief Executive’s representative | National Enabling Good Lives Leadership group |
| Ben O’Meara,Deputy Chief ExecutiveWhaikaha56 The Terrace, Wellingtonben.o'meara001@whaikaha.govt.nz0212413779 | Jade FarrarChairNational Enabling Good Lives Leadership jade@jadefarrar.com0223 252 339 |

10.2 It is the responsibility of these contact people to:

i. Work collaboratively to arrange meetings and reviews.

ii. Oversee any milestone reporting requirements as agreed by both parties.

iii. Keep both parties fully informed.

iv. Act as a first point of reference between parties and as liaison persons for external contacts.

v. Communicate between parties on matters that arise that may be of interest to either party.

10.3 If the contact person changes in either organisation, the other party will be informed of the new contact person and there should be a handover process so the new person can settle into the role.

10.4 In the interests of clear communication, any public statements about matters relating to this Memorandum will be made only after agreement with the other party.

11. Review of the Agreement

11.1 This agreement will be reviewed on or before 18 October annually.

11.2 The contact person for each party is to arrange the review meetings to discuss the following:

i. The implementation and progress of the project.

ii. Evaluation of whether the parties are achieving the objectives detailed above in Clause 3.

iii. Any difficulties either party is experiencing either in the project itself or in the parties’ interactions.

iv. Any other matters the parties wish to discuss with each other.

12. Management agreements and contractual arrangements

12.1 For the avoidance of doubt, the relationship of the parties under this Memorandum is not one of legal partnership, joint venture or agency.

12.2 Should the parties wish to work together on projects [eg relevant to other legislation] they may enter into a management agreement or other contractual arrangement that will deal with each project. The entering into of any such agreement or arrangement will be subject to the requirements of relevant legislation.

12.3 This is a statement of acknowledgement and intent. It is not a contract. However, the parties expect that legally binding agreements will be separately negotiated and agreed in the future, as referred to in clause 10.2, as individual projects are progressed.

13. Health and Safety

13.1 Agreements entered under clause 10 include health and safety and, where appropriate, insurance provisions.

14. Confidentiality

14.1 Neither of the parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent, unless required by processes under the Official Information Act 1982, in which case Whaikaha is to inform the other party prior to disclosure.

15. Intellectual Property and Data Sharing

15.1 All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party. Ownership and management of any intellectual property developed in relation to a project or projects under this Memorandum, or any standards for data management and protocols for data sharing, are to be dealt with in the management agreement or other contractual arrangement referred to in clause 10.

15.2 Use of logos or other corporate identification must be agreed to in writing by each Party on a case-by-case basis.

16. Dispute resolution

16.1 Any dispute concerning the subject matter of this document is to be settled by full and frank discussion and negotiation between the parties.

17. Costs

17.1 Each party is responsible for meeting its own costs when undertaking their various roles and responsibilities identified in this Memorandum.

18. Amendments

18.1 Any variation to this Memorandum shall be in writing and be signed by all parties.

**SCHEDULE 2: DEFINITIONS AND INTERPRETATION**

**Agency** is a relationship whereby one person is authorised to act for another.

**Confidentiality** Confidential information means proprietary scientific, technical and business information disclosed in the course of the relationship.

**Joint Venture** Although not limited to this definition, is an association of persons for the purposes of a particular trading, commercial or other financial endeavour with a view to mutual profit.

**Partners** The relationship of the parties under this memorandum is a joint working relationship in which the parties, who are independent bodies, work together as partners and agree, subject to the terms of this memorandum, to co-operate with each other in achieving the parties’ objectives.

**Partnership** has the meaning as set out in, although not limited to, s 4(1) of the Partnerships Act 1908 – the relation which subsists between persons carrying on business (being a trade, occupation or professions) in common with a view to profit.

**Appendix 1**

*List and attach any relevant appendices/supporting information.*

*Any appendices attached here should be discussed and explained in Clause 5: Projects of this memorandum.*

1. Cabinet Paper, July 2013 [↑](#footnote-ref-1)
2. NEGL Terms of Reference, June 2016 [↑](#footnote-ref-2)