

MEMORANDUM OF AGREEMENT 2018

Taratahi Agricultural Training Centre



“Working together to grow New Zealand’s future”

BACKGROUND

- A.** Taratahi offers **Primary Industries in Schools programmes** [“the programmes”] to students in selected schools throughout New Zealand. The programmes are designed to offer Primary Industry pathways as a curriculum proposition to students through education into training and/or employment. Students can build and develop skills through on-farm and industry experiences while also gaining credits towards NCEA and a Vocational Pathway Award in Primary Industries.
- B.** The School has agreed to provide the following services to assist with the operation of the Programmes including:
- ▶ Promoting and marketing the Programmes to eligible students within the School;
 - ▶ Provision of suitable support, timetabling and study space for completing learning and assessments required by the Programmes.

PURPOSE

Taratahi and The School agree that the purpose of this agreement is to support the introduction and running of the Taratahi Primary Industries in Schools programmes specified in Schedule One in accordance with the provisions in this Agreement.

1. TERM

- 1.1. This agreement will take effect from the date both Parties sign the agreement and continue for a period of 12 months unless the Parties mutually agree to an earlier termination.
- 1.2. In the event either Party wishes to terminate this agreement in accordance with clause 1.1, a notice period of one (1) month is applicable.
- 1.3. Notices of Termination must be communicated in writing.

2. COMMITMENT

Taratahi will:

- 2.1. Teach relevant unit standards towards the Programmes stipulated in Schedule One.
- 2.2. Embed literacy and numeracy into their teaching practices and resources provided to students.
- 2.3. Assess all students using the Literacy and Numeracy for Adults Assessment Tool at both the start of the programme and at the end and ensure all students complete an Individual Learning Plan (ILP).
- 2.4. Supply relevant consumable materials relating to the programme.
- 2.5. Supply relevant safety equipment (excluding footwear and wet weather gear) for students, unless previously organised with the school, as stipulated in Schedule One.

- 2.6. Order certificates from NZQA upon completion of a National or New Zealand Certificate listed in Schedule One.
- 2.7. Provide the school with attendance and non-attendance information on a regular basis.
- 2.8. Provide the Key School Contact (see clause 3.1) with resources to support students toward the completion of their programme.
- 2.9. Collect students at an agreed time, from an agreed collection point on tutor days.
- 2.10. Organise work experience placements if applicable.
- 2.11. Assist with transport costs and/or provide transport where possible, to enable students to attend work experience placements.
- 2.12. Provide credit resulting information on a school term basis in accordance with NZQA requirements. See a sample in Appendix B.
- 2.13. Provide term reports to schools within the last week of each term. See Appendix C sample.
- 2.14. Ensure all tutors are police vetted. Taratahi policies meet the requirements outlined in the Vulnerable Children Act 2014.
- 2.15. Ensure all farms utilised by Taratahi, have a Memorandum of Understanding in place outlining the Health and Safety requirements as stipulated in the Health and Safety at Work Act 2015.

The School will:

- 2.16. Identify and support students involved in the Taratahi Primary Industries in Schools programmes.
- 2.17. Ensure students understand that should their behaviour interfere with teaching or safety to themselves or other students, the Key School Contact will be notified and asked to remove the student immediately from the programme.
- 2.18. Ensure every student in the Taratahi Primary Industries in Schools programmes is timetabled a subject line, per day, for this programme, including teacher support to assist in completing the theory units as stipulated in Schedule Two.
- 2.19. Ensure students are provided with suitable catch up time for the subjects they have missed on their day out of school.
- 2.20. Ensure all students are dressed in the appropriate attire, as stipulated in Schedule One. Students not dressed in suitable attire may be unable to participate in some activities. Taratahi will notify The School if a student's attire is continuously inappropriate.
- 2.21. Provide feedback to Taratahi on the programme and each students' experience at the end of each term.

- 2.22. Provide Taratahi with completed application for enrolment forms (for new and returning students) and a list of the students' correct names, dates of birth and NSI numbers prior to the programme start date.
- 2.23. Provide Taratahi with a copy of the student's birth certificate or passport prior to the programme start date.
- 2.24. Record and register credits with NZQA for any unit standards achieved by the students after receiving confirmation of achievement from Taratahi and within the year the units are completed and achieved.
- 2.25. Make available to Taratahi, student information in March, June and December on each student's NCEA academic progress and transition/destination data required for tri-annual reporting to the Ministry of Education.
- 2.26. Notify Taratahi immediately of any information that could affect the student's learning, safety to themselves and/or other students. This includes medications and conditions of a student.
- 2.27. Provide Taratahi with the contact details of the assigned school teacher supporting the students in their programme subject line at school in Appendix D template.
- 2.28. Provide Taratahi with the subject line timetable and classroom of the programme subject line in Appendix D template.
- 2.29. For planning purposes, provide Taratahi with dates of school events for the calendar year as specified in Appendix D template.

3. KEY CONTACTS

- 3.1. Each Party will nominate a Key Contact. These contacts will provide mutual assistance where required to ensure the effective operation of this Agreement and will liaise on a regular basis.
- 3.2. The School agrees to direct all enquiries directly through the Key Contact(s) in all instances regarding training matters and queries concerning this Agreement.
- 3.3. The School will not contact any work experience providers directly. Key Contact will be identified in Appendix D.

4. ENROLMENT AND FUNDING

- 4.1. Student enrolments and funding codes for reporting to the Ministry of Education and Tertiary Education Commission are outlined in Schedule Three and reported using the Funding code allocation template in Appendix A.
- 4.2. Taratahi agrees to pay the School the fees (plus GST) as described in Schedule Three for the programmes described in Schedule One.

5. DISPUTES AND RESOLUTION

- 5.1. In the event that a dispute arises between Taratahi and The School, the Parties will give full written particulars of the dispute to the other and in good faith enter into discussions to resolve the dispute. Neither Party shall unreasonably delay the dispute resolution procedures.
- 5.2. **Reference to the Chief Executive and Principal:** If the Parties cannot resolve the dispute within fourteen (14) days of written particulars being given (or any longer period agreed to by the Parties) the dispute shall be referred to mediation, appointing the services of an independent mediator.

6. IMMEDIATE TERMINATION

- 6.1. This agreement may be terminated in accordance with Clause 1.3 by either Party immediately on notice by either Party if:
- (a) A material breach of this Agreement is committed.
 - (b) Registration and/or accreditation pursuant to the Education Act 1989 is cancelled, revoked or withdrawn in accordance with the terms of the Education Act 1989; or
 - (c) A regulatory impediment materially prejudices the benefit to either Party under this Agreement.
- 6.2. Upon immediate termination, the School shall return all supplied materials in its possession or control as at the date of termination.

7. INTELLECTUAL PROPERTY

- 7.1. **Assessment and Learning Material:** The School agrees and acknowledges that Taratahi is the owner of the Intellectual Property relating to the materials supplied, and that nothing within this Agreement shall give the School any right, title or interest in any Intellectual Property relating to the materials.
- 7.2. All course material will be supplied by Taratahi.
- 7.3. The School is permitted to print or copy any material supplied for the purpose of supporting students.
- 7.4. Taratahi will supply updates of any course material where changes are deemed necessary by the authors of the material.
- 7.5. The material is for the exclusive use of Taratahi students.

8. NOTICES

- 8.1. Each notice, agreement and other communication (each a "**communication**") to be given, delivered or made under this Agreement is to be in writing but may be sent by personal delivery, registered post, facsimile or email.
- 8.2. Each communication under this Agreement is to be sent to the address, facsimile number or email address of the relevant Party set out below or to any other address from time to time designated for that purpose by at least five (5) Business Days' prior notice to the other.

- 8.3. The notified addresses, telephone numbers and email addresses of the Parties to this Agreement are as follows:

Taratahi Regional Delivery Manager

Name:

Postal address:

Physical address:

Telephone:

Email:

School Principal

Name:

Postal address:

Physical address:

Telephone:

Email:

- 8.4. A communication under this Agreement will only be effective:

- (a) in the case of **personal delivery**, when delivered;
- (b) if posted by **registered post**, upon delivery;
- (c) if made by **facsimile**, upon production of a transmission report by the machine from which the facsimile was sent which indicates the facsimile was sent in its entirety to the facsimile number of the recipient designated for the purposes of this Agreement;
- (d) if made by **email**, upon production of a transmission report by the machine from which the email was sent which indicates the email was sent in its entirety to the email address of the recipient designated for the purposes of this Agreement;

provided that any communication received or deemed received after 5 pm or on a day which is not a Business Day shall be deemed not to have been received until the next Business Day.

- 8.5. Each of the parties shall give notice to the other of the change or acquisition of any address, telephone or facsimile number or email address at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.
- 8.6. Any party may change its notified address, telephone or facsimile number or email address by notice in writing served on the other party.

9. GENERAL CONDITIONS

- 9.1. Neither party shall assign its rights under this Agreement without the prior written consent of the other party.
- 9.2. This Agreement constitutes the entire agreement between the parties. Any subsequent written variation signed by both parties may be added to and shall then form part of this Agreement.
- 9.3. Both Parties must in carrying out its obligations under this Agreement comply with all applicable legislation and in particular the requirements of the *Privacy Act 1993* and *Health and Safety at Work Act 2015*. This includes risk management around drugs and alcohol while working and/or studying on farms or around machinery (refer to Taratahi Drug Free Campus and Substance Abuse Policy QM535).
- 9.4. Neither party shall be liable for failure to perform its obligations if the failure results from force majeure, act of god, fire, explosion, industrial dispute, act of government such as a change in legislation, regulation or order made under legislative authority or anything beyond the party's control.

10. CHOICE OF LAW AND CHOICE OF FORUM

- 10.1. This Agreement is made in New Zealand and its construction, validity and performance shall be determined under New Zealand law. Any dispute that is to be litigated shall be submitted to a New Zealand court.