



MEMORANDUM OF UNDERSTANDING

VOYCE - Whakarongo Mai & The Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-Based Institutions

12 March 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ROYAL COMMISSION OF INQUIRY INTO HISTORICAL ABUSE IN STATE CARE
AND IN THE CARE OF FAITH-BASED INSTITUTIONS
AND
VOYCE - Whakarongo Mai**

1. BACKGROUND AND PURPOSE

On 12 November 2018, the Government established the Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-Based Institutions (the Royal Commission).¹ The Royal Commission's Terms of Reference (Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-based Institutions Order 2018) are available at:

<http://www.legislation.govt.nz/regulation/public/2018/0223/latest/LMS118772.html>

- 1.1 This Memorandum of Understanding (MOU) documents the understanding reached between VOYCE - Whakarongo Mai and the Royal Commission to facilitate people who engage with VOYCE - Whakarongo Mai to have access to information about the Inquiry and have appropriate support to engage with the Inquiry.
- 1.2 Established in 2017, VOYCE Whakarongo Mai is a registered nation-wide charity that empowers care-experienced children and young people and ensure that their voice is heard. VOYCE Whakarongo Mai believe children and young people in state care need to be listened to, and their voices kept at the centre of all decisions made about them.
- 1.3 The Royal Commission and VOYCE Whakarongo Mai (collectively referred to as the Parties) wish to work together in a constructive manner, to achieve the aims set out in clause 1.1. The Parties therefore wish to record their agreement about how they will work with each other in this MOU.
- 1.4 This MOU is intended to record the relationship between the Parties, not to create any legally enforceable obligations. The Parties will interpret this MOU consistently with the Inquiries Act 2013, the Royal Commission into Historical Abuse in State Care and in the Care of Faith-Based Institutions Order 2018, the Charities Act 2005 and the Royal Commissions' Terms of Reference.
- 1.5 The Parties have decided to set up a dedicated Group to undertake work and facilitate a collaborative working relationship between the Parties. The overall purpose of the Group is to work collaboratively to develop mechanisms to support achievement of the aims set out in clause 1.1.

¹ Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-based Institutions Order 2018. This continued and broadened the inquiry of, and replaced, the Royal Commission of Inquiry established by the Inquiries (Royal Commission of Inquiry into Historical Abuse in State Care) Order 2018.

1.6 Representatives from each of the Parties will be part of the Group. The Terms of Reference for the Group, as agreed by the Parties, are detailed in **Schedule 1** of the MOU.

1.7 Unless the Parties agree to end it earlier, this MOU will continue to apply for the life of the Royal Commission, as required.

2. PRINCIPLES OF WORKING TOGETHER

2.1 The Royal Commission recognises the need to reflect the principles of transparency and accountability in the work it undertakes pursuant to the mandate set by Government. It recognises that it will operate in accordance with applicable public service standards and policies.

2.2 The Royal Commission recognises the need to be responsive and flexible in its dealings with VOYCE Whakarongo Mai. VOYCE Whakarongo Mai recognises that the Royal Commission is a one-off project working to tight timeframes imposed by the Terms of Reference. VOYCE Whakarongo Mai acknowledges that in order to deliver on its Terms of Reference, the Royal Commission may have time-sensitive and bespoke requirements that fall outside the normal business models for VOYCE - Whakarongo Mai. VOYCE - Whakarongo Mai will take reasonable steps to facilitate these needs (as permitted by its legislative and operational needs at all times).

2.3 The Parties are committed to work together with the common goal of facilitating people who engage with VOYCE - Whakarongo Mai to have access to information about the Inquiry, and have appropriate support to engage with the Inquiry, in relation to the work of the Royal Commission. In doing so, each Party agrees to the following principles:

- (a) **Good Faith:** to act in good faith to carry out its obligations as set out in this MOU;
- (b) **Autonomy:** to accept and recognise that each Party is an autonomous entity or group and that it is entitled to make its own decisions on any recommendations made to it in accordance with this MOU;
- (c) **Co-operation:** to co-operate with each other and work as a team so as to support the Royal Commission to achieve its objectives;
- (d) **Communication:** to communicate openly and honestly with each other and to keep the communication lines open to ensure effective decision making by the Parties. The Parties will act constructively and openly to avoid conflicts or disputes and, if any arise, will deal with them promptly and resolve them in a fair manner; and
- (e) **Timeliness:** to contribute, make decisions and communicate with the other Party in a timely manner to ensure the goals are progressed efficiently and effectively.

2.4 **Operational Implications:** to operate in accordance with **Schedule 2** of the MOU.

3. SPECIFIC OBLIGATIONS OF PARTIES

3.1 Each Party agrees to fulfil the following obligations in relation to the process of facilitating people who engage with VOYCE Whakarongo Mai to have access to information about the Inquiry, and have appropriate support to engage with the Inquiry.

- (a) **Support:** to provide all reasonable support, information, materials and assistance to enable it to meet its obligations under the MOU;
- (b) **Meetings:** to meet via the Group at times reasonably requested by each other during the period of the MOU to plan and agree on any actions necessary to give effect to this MOU;
- (c) **Notices:** to provide a key contact and an email address or addresses for all communications to the Parties relating to the work of the Royal Commission.

4. REVIEW OF THE MEMORANDUM OF UNDERSTANDING

4.1 This MOU will be reviewed every twelve months, and may be amended at any time by agreement of the Parties.

5. DISPUTE RESOLUTION AND REPRESENTATIVES

5.1 The Parties will promptly notify each other if they consider a dispute or difference arises under this MOU and then will promptly meet to discuss the dispute or difference that has arisen.

5.2 The Executive Director (ED) of the Royal Commission and the VOYCE Whakarongo Mai National Operations Manager are expected to discuss and resolve any non-operational issues arising from this agreement. Operational issues will be raised through each Parties usual escalation process.

5.3 If the ED and National Operations Manager are unable to resolve any issues, the issue will be escalated to the Chair of the Royal Commission and the Chief Executive of VOYCE Whakarongo Mai for resolution.

6. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

Signed on this day 23 April 2020



Tracie Shipton – Chief Executive
VOYCE Whakarongo Mai



Mervin Singham - Executive Director
**Royal Commission of Inquiry into
Historical Abuse in State Care and in
the Care of Faith-based Institutions**

Schedule 1 to MOU

Group Terms of Reference

| | |
|------------------------|---|
| Title: | Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-Based Institutions Group |
| Objective: | To facilitate people who engage with VOYCE Whakarongo Mai to have access to information about the Inquiry, and have appropriate support to engage with the Inquiry. |
| Responsible to: | Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-Based Institutions, and VOYCE Whakarongo Mai |

1. Group - Composition and Appointment

Composition: The Group shall comprise of members from both parties. The core members currently are from the Royal Commission's Community Engagement team and from the VOYCE - Whakarongo Mai management group. It will also include other members from both parties as and when needed to support this work.

2. Group Meeting Protocols

Meeting and Decision Protocols: The Group shall:

- (1) meet as often as the members of the Group consider appropriate relating to each area of specialty,
- (2) except to the extent specified in these Terms of Reference, regulate its own procedure;
- (3) ensure any actions arising from meetings with the Group, and any decisions made by the Group, are appropriately documented and shared between the Parties.

3. Group Members - Duties and Responsibilities

Duties and Responsibilities: The duties and responsibilities of each Group member are to:

- a) give effect to both the letter, as well as the spirit and intent, of this MOU, including these Terms of Reference;
- b) use best efforts to consult and keep up to date with the party they represent, to ensure they are representing the party's views to the best of their abilities; and
- c) report back to their party on key decisions and progress made by the Group.

Schedule 2 to MOU

Operational implications for the parties

1. Raising awareness

- 1.1 The Royal Commission recognises the importance of ensuring that information about the Inquiry is communicated so that people and whānau-families are fully aware of and informed about the Inquiry, and know how they can engage.
- 1.2 VOYCE - Whakarongo Mai agrees to raise the awareness of the Inquiry with people who engage with them so that they know about the Inquiry, how they can engage.

2. Access to vulnerable groups

- 2.1 The Royal Commission will operate according to principles that support vulnerable groups such as victims and survivors; Iwi, Hapū and tangata Māori; Pacific peoples; LGBTIQ+, people with disabilities; people with mental health issues; homeless; to know about and engage with the Inquiry.
- 2.2 VOYCE - Whakarongo Mai agrees to facilitate access to vulnerable groups of people who engage with them so that they know about the Inquiry and how they can engage.

3. Facilities

- 3.1 VOYCE - Whakarongo Mai agrees that the Royal Commission can use their facilities to hold awareness sessions with vulnerable groups of people and to support and encourage them to engage with the Inquiry.

4. Confidentiality

- 4.1 The Royal Commission will maintain confidentiality of information received in confidence from the people who engage with VOYCE - Whakarongo Mai unless it falls within one of the four exceptions:
 - a) the participant consents to it being released; or
 - b) the information relates to serious criminal offending that is ongoing or planned for the future; or

- c) the Royal Commission reasonably believes that disclosure of the information is necessary to prevent a serious risk to the health and safety of any person; or
- d) disclosure is required by law, or by order of a Court.

5. Costs

Both parties will be responsible for their own costs, unless other arrangements have been made by prior agreement.