

Out of scope

From: David Bowden
Sent: Wednesday, 23 October 2013 10:06 a.m.
To: Clif Corbett
Cc: Fiona Macmaster
Subject: RE: Contract q Withheld under sections 9(2)(a)

Hi Clif – Jo is away this week, but I was talking to [REDACTED] about something else and took the opportunity to ask about Sharp Design. It isn't a company that she has commissioned any work from for Shaping Our Future. [REDACTED] had asked her about an invoice a while ago, but she wasn't able to shed any light on it. [REDACTED] said all of the design work on Shaping Our Future that she is aware of had been sourced through [REDACTED]. Of course, that doesn't rule out Jo (or someone else in the Ministry) having commissioned the work, but it does seem a bit mysterious.

David Withheld under section 9(2)(b)(ii)

From: Clif Corbett
Sent: Wednesday, 23 October 2013 9:28 a.m.
To: Fiona Macmaster
Subject: RE: Contract q Withheld under section 9(2)(a)

Just to confirm our discussion, Fiona, there appears to be no written contract in place, either to my knowledge or [REDACTED]. The fundamental rule is that no work is to be undertaken without a written contract in place.

Clif
[REDACTED]

From: Fiona Macmaster
Sent: Wednesday, 23 October 2013 8:49 a.m.
To: Clif Corbett
Subject: RE: Contract q

They are doing work on Shaping our Future for CPD and we seem to be putting a reasonable amount through them. I'll check \$s.

Its another of those interesting ones and as the programme has already attracted some interest from SSC I want to make sure we're squeaky clean! At one point there was a comment that it was cheap as they're friends but while lovely, this is not necessarily a good look either

If we are buying services, at what point is a contract required? My view is that any service requires some sort of agreement

Fiona Macmaster

Manager Finance, MoT
[REDACTED]

From: Clif Corbett
Sent: Wednesday, 23 October 2013 8:40 a.m.
To: Fiona Macmaster
Subject: RE: Contract q

I haven't heard of them, Fiona.

Clif
[REDACTED]

From: Fiona Macmaster
Sent: Tuesday, 22 October 2013 3:42 p.m.
To: Clif Corbett
Subject: Contract q

Do we have a contract with Sharp Design?

Fiona Macmaster
Manager Finance
Ministry of Transport – Te Manatū Waka
[REDACTED]

www.transport.govt.nz

From: David Bowden
Sent: Friday, 1 November 2013 2:28 p.m.
To: Martin Matthews
Subject: RE: Contracts

Yes, a reminder of some kind is clearly required. I'll talk to Fiona and put something together.

David

From: Martin Matthews
Sent: Friday, 1 November 2013 2:09 p.m.
To: David Bowden
Subject: RE: Contracts

Hi David,

Thank you for informing me of this. I agree with your sentiment.

I wonder if we should do something to remind MLT members (and their EAs) of the policy and expectations for how we manage procurement and contracting. This could be by way of email from me with a follow up discussion at a subsequent MLT meeting.

What do you think? If you agree perhaps between you and Fiona you could draft something for me.

Cheers,

Martin

From: David Bowden
Sent: Friday, 1 November 2013 12:34 p.m.
To: Martin Matthews
Subject: FW: Contracts

Hi Martin,

Just keeping you informed ...

See the email below. How can a senior person in any organisation credibly claim to be unaware of the need for a contract when getting external providers to do work? I find it astounding.

It also sets a bad example. In an email about a different general manager and contracting that I sent to Andrew earlier in the year (while you were away) I raised a similar point:

If general managers pay no regard to proper process, what kind of example does that set for the rest of the organisation? It says that these things are not important and that there are no consequences for ignoring them. No wonder procurement is consistently the weakest area in our compliance survey. And it will stay that way as long as ignoring the rules is sanctioned at the most senior levels of the organisation.

I had a quick chat to Fiona, who has already identified a challenge to answering some of the select committee questions about contracting where contracts do not exist. It is difficult to get additional information about payments where there is no contract to indicate what work we have paid for (and the invoices provide little detail).

David

From: Joanne Harrison
Sent: Wednesday, 30 October 2013 5:45 p.m.
To: Clif Corbett
Cc: [REDACTED]
Subject: Contracts

Hi Cliff

[REDACTED] has just spoken to me about arranging contracts with various providers, I did not know we had to do this when we sent work out to be done, I thought that we only arranged this when folks were contracted to work inside here with us, so my apologies if anything has been missed in the past.

[REDACTED] will arrange a contract for [REDACTED] for the cover when I am away. [REDACTED], Sharp-Design, [REDACTED] will no longer be working with me as part of our OD restructure includes all of this work being done internally at much less cost, for example with a shared graduate and up skilling the graphic designer and business support roles. They are obviously disappointed with this; one provider in particular has been very cold upon hearing the news! There will be no need to do any contract agreements with all of these providers and potentially one or two more as the restructure takes effect from December 2013, we should become self sufficient!

I will keep you informed and will organise contracts as I engage future providers now I know what is expected.

Regards

Jo

Jo Harrison
General Manager - Organisational Development
Ministry of Transport – Te Manatū Waka

[REDACTED] | www.transport.govt.nz

Ensuring our transport system helps New Zealand thrive

Withheld under section 9(2)(a)

To: Joanne Harrison
Cc: [REDACTED]
From: [REDACTED]
Sent: Sun 1/12/2013 4:04:32 p.m.
Subject: Invoice
MAIL_RECEIVED: Sun 1/12/2013 4:04:48 p.m.
[cipdinvmt.docx](#)

Please find attached our final invoice for 2013.

May we thank you for your continued business as well as your bright idea's that have helped us service your needs this year.

Have a restful holiday and a superb start to 2014.

Kind Regards

All at SDzine

Withheld under section 9(2)(a)

Joanne Harrison

To: Joanne Harrison
Subject: FW: Website order: Write Style Guide for New Zealanders

Hello Jo

Thanks for your order. I'll post your Style Guides today along with an invoice. **I told you we had the best price in town!!**

Kind regards

M

From: Joanne Harrison [REDACTED]
Sent: Monday, 27 January 2014 8:59 a.m.
Subject: Website order: Write Style Guide for New Zealanders

Name: Joanne Harrison
Organisation: Ministry of Transport
Postal address: 89 The Terrace PO Box 3175 Wellington 6140
Phone: [REDACTED]
Email: [REDACTED]

Number of style guides: 2 concept designs – order 50

Many thanks

MINISTRY OF TRANSPORT

Wellington (Head Office) | 89 The Terrace | PO Box 3175 | Wellington 6140 | NEW ZEALAND | Tel: +64 4 439 9000
| Fax: +64 4 439 9001
Auckland | NZ Government Auckland Policy Office | 45 Queen Street | PO Box 106238 | Auckland City | Auckland
1143 | NEW ZEALAND | Tel: +64 9 9854827 | Fax: +64 9 9854849
Christchurch | 7 Winston Avenue, Papanui | Christchurch 8140 | NEW ZEALAND | Tel: +64 3 366 9304 | Fax: +64 3
366 9317

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Joanne Harrison

From: [REDACTED]
Sent: Monday, 10 February 2014 8:59 p.m.
To: Joanne Harrison
Subject: Re: coaching booklet
Attachments: MOT COACHING BOOK 1 (Final).pdf

This one could also help.

We look forward to seeing you next week to discuss Leading Together.

Let us know what venue you prefer.

On Mon, Feb 10, 2014 at 8:51 PM, [REDACTED] wrote:
Hi Jo

Further to your request perhaps the coaching booklet has useful parts to extrapolate for the Governance staff? I think this would be pitched at a higher level and is more in depth.

Please let me know if you need anything further. I can send on the Caravan of Love work for the storyboard for SSC if you like?

Kind Regards

Withheld under section 9(2)(a),
except as noted otherwise

Joanne Harrison

From: [REDACTED]
Sent: Monday, 31 March 2014 9:20 p.m.
To: Joanne Harrison
Subject: Re: Work completed for April

Thanks for the confirmation. I will ensure delivery of all of the content by 3 April.

Regards

On Mon, Mar 31, 2014 at 12:13 PM, Joanne Harrison [REDACTED] wrote:

Hi there

- Further to our meeting on Friday I will need 50 workbooks, using the agreed content and covers with the Ministry's new brand front and centre.

I appreciate this has caused some last minute rework – but it keeps you young changing things for the better and you know that is how we work here!

I will authorise payment of the 25-40 hours @ \$85 as we agreed, plus print and supply costs of \$35 per book. The one minute manager books have been supplied by

[REDACTED] so we are all good there. The G2G presentations need to be perfect so expect much iteration there!

Withheld under section 9(2)(b)(ii)

- As your services are expanding in July I look forward to engaging with you further. I always appreciate the fast turnaround time with you guys, it does

make you stand out from the rest so keep up the good work. I like the new name too!

Regards

Jo

Jo Harrison

General Manager - Organisational Development

Joanne Harrison

From: [REDACTED]
Sent: Wednesday, 16 April 2014 1:11 p.m.
To: Joanne Harrison
Subject: Re: Data for analysis

Good morning

I have further information for when you return to Wellington, I think we are getting closer.

Have a good holiday weekend.

Regards.

On Thursday, April 10, 2014, [REDACTED] wrote:
Many thanks.

☐ I now have information that may be of interest in the case, I will call you tomorrow to discuss.

On Wednesday, April 9, 2014, Joanne Harrison [REDACTED] wrote:
Hi there

As discussed this morning.

Please can you pay attention to the date/time/person indicated?

Many thanks for your help.

Regards

Jo

Jo Harrison
General Manager - Organisational Development
Ministry of Transport – Te Manatū Waka

[REDACTED]
Ensuring our transport system helps New Zealand thrive

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Joanne Harrison

From: [REDACTED]
Sent: Thursday, 8 May 2014 7:46 p.m.
To: Joanne Harrison
Subject: Professional search fees
Attachments: MoTinvest.docx

We look forward to progressing things with you this weekend.

Kind Regards

[REDACTED]

Joanne Harrison

From: [REDACTED]
Sent: Thursday, 8 May 2014 7:38 p.m.
To: Joanne Harrison
Subject: Fwd: Invoice for confidential services
Attachments: MoTinvest.docx

Cc: [REDACTED]

Further to confidential action/discussions please find attached invoice for services that I suggest you black out before processing.

We will meet you Sunday at 10.30am to commence installation.

Kind Regards

[REDACTED]

Joanne Harrison

Subject: Security reports
Attachments: MoTinvest.docx

From: [REDACTED]
Sent: Saturday, 31 May 2014 8:37 p.m.
To: Joanne Harrison
Subject: Re: FW: Security reports

Further to our meeting Monday I will meet you at 11am to continue.

Please find attached the invoice as you requested.

Regards

On Mon, May 19, 2014 at 4:36 PM, Joanne Harrison [REDACTED] wrote:

As discussed, please complete your analysis and come back to me.

Kind Regards

Jo

From: [REDACTED]
Sent: Monday, 19 May 2014 4:33 p.m.
To: Joanne Harrison
Subject: Security reports

Hi Jo

Please see attached reports over those two weekends we discussed – apologies for the delay!
There are two particular names that keep cropping up over the weekend outside business hours.

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366 9317

From: Joanne Harrison
Sent: Wednesday, 30 October 2013 5:45 p.m.
To: Clif Corbett
Cc: [REDACTED]
Subject: Contracts

Hi Cliff

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[REDACTED] will arrange a contract for [REDACTED] for the cover when I am away. [REDACTED] Sharp-Design, [REDACTED] will no longer be working with me as part of our OD restructure includes all of this work being done internally at much less cost, for example with a shared graduate and up skilling the graphic designer and business support roles. They are obviously disappointed with this; one provider in particular has been very cold upon hearing the news! There will be no need to do any contract agreements with all of these providers and potentially one or two more as the restructure takes effect from December 2013, we should become self sufficient!

I will keep you informed and will organise contracts as I engage future providers now I know what is expected.

Regards

Jo

Jo Harrison
General Manager - Organisational Development
Ministry of Transport – Te Manatū Waka

[REDACTED]

Ensuring our transport system helps New Zealand thrive

From: Joanne Harrison
Sent: Monday, 18 August 2014 10:43 a.m.

Withheld under section 9(2)(a) unless indicated

Cc: Clif Corbett
Subject: RE: Contracts for Goods and Services in 2013/14

Hi [REDACTED]

These suppliers were engaged for several different projects, most of which were well under \$100k individually so the blue forms were not completed, I did check this at the time.
Both suppliers have been discontinued as we have brought the capability in house with 2 graduates.

If you require me to backdate contracts and get signatures I can contact them and organise that.

Regards

Jo

From: [REDACTED]
Sent: Monday, 18 August 2014 10:33 a.m.
To: Joanne Harrison
Cc: Clif Corbett
Subject: Contracts for Goods and Services in 2013/14

Jo,

When preparing the answers in May for the Estimates Select Committee questions we found that some Suppliers had been engaged, but we did not appear to have a contract recorded in the contracts database. Some have since been filed, but we were unable to find copies of contracts for the following Suppliers used in your area.

Sharp Design (Total spend in 2013/14 \$123,348)

Withheld under section 9(2)(b)(ii)

[REDACTED]

As procurement is an area that our auditors are likely to cover when they are here in a few weeks time please forward any outstanding contracts to Legal for recording in the Contracts database

Thanks
[REDACTED]

[REDACTED]

To: MLT	MEMORANDUM
From: Clif Corbett	
Date: 28 August 2014	
Through: Lisa Nickson	

Subject: Compliance Report: July 2013 – June 2014 Survey

This memorandum reports on the compliance survey that was undertaken during July/August 2014. The reporting period covered by the survey is 1 July 2013 to 30 June 2014. The survey was undertaken using the ComplyWith survey program.

The conduct of a compliance survey is undertaken to meet the requirement of the Audit Office that there be a mechanism in place for monitoring the Ministry's compliance with its statutory obligations, and to alert management to issues of sub-optimal compliance. Consequently the Audit Office takes a close interest in the results of the survey.

Executive Summary

In general the latest survey shows a continued high level of compliance, and no major issues are apparent from the survey responses. However, there is a matter of importance that has emerged outside of compliance survey reporting which is discussed later in this report.

[REDACTED]

Withheld under section 9(2)(g)(i)

Among the other instances of less than full compliance, of note is the erroneous Protected Disclosures Act guidance material on the intranet.

Conduct of survey

The positions requested to complete the survey are managerial positions. In addition there is one other staff member included in the survey – [REDACTED]

Responses were received from all survey recipients apart from [REDACTED]
[REDACTED] An email reminder was sent to outstanding survey recipients on 30 July, the date before the due date for survey completion.

An extract report showing compliance level ratings and related comments (but excluding N/A and "Full" ratings with no comments) is attached for reference.

The survey –

- (a) covers the legislation that materially applies to the Ministry's operations. In addition to legislation, the survey includes questions in relation to compliance with procurement requirements, and to oversight of the Crown entities;

- (b) is directed at the positions within the Ministry that are considered best placed to answer the questions. Where appropriate, the same questions are directed at more than one position;
- (c) has a pre-set range of available response levels. The possible response levels comprise: N/A; None (0-25% compliant); Low (26-50% compliant); Medium (51-75% compliant); High (76-99% compliant); and Full (100% compliant). Explanatory comments are mandatory for all levels except N/A and Full.

Analysis/discussion of results

(a) *Contract Documentation*

Work commencing before contract signed

There were only 2 reported instances of non-compliance within an overall context of “full” compliance. This was 4 fewer than for the last survey period.

Variations increasing total price to more than the GETS threshold

There was one reported instance of a contract variation taking the contract value over the GETS threshold. This was advised to the Chief Executive and approved in advance, based on the consultant’s specialist expertise and project knowledge.

Procurement without written contracts

As a result of Finance scrutinising past payments of invoices, it became apparent (and has since been confirmed) that there have been numerous instances of invoices received and paid in circumstances where no written contracts existed for the services in question. These largely concerned the Organisational Development area and two particular suppliers. The Organisational Development instances are significant because of some individual amounts and the cumulative amount involved. (There were several other invoices from three suppliers in the NZSAR area where, in the case of one supplier, supplier pro forma contracts have been used.)

The fact that the compliance survey did not reveal these instances of non-compliance (despite, in the case of the Organisational Development instances, the matter first being raised in October 2013) is of concern. There are questions in the Procurement Policy section of the survey (see page 8 of the attached extract report) that are explicit on the matter of contract documentation and these should have elicited a qualified response.

(b) *Timing of decisions on Official Information requests*

This concerns the provision of a response within the 20 working day deadline. There continues to be generalised reporting of missed deadlines against an overall “high” level of compliance.

(c) *Annual Procurement Plan*

The previous Mandatory Rules for Procurement by Departments required departments to publish on GETS, by 1 July each year, a rolling Annual Procurement Plan, to be updated at least every six months. The Plan is required to contain a short strategic procurement outlook supported by details of any planned procurement above the

\$100,000 threshold, including the estimated date of publication of a notice of intended procurement on GETS.

With the advent of the new Government Rules of Sourcing on 1 October 2013, the requirements around prospective procurements have been enlarged. In addition to Annual Procurement Plans (the requirements for which remain largely unchanged), agencies are required to submit to MBIE (and update at the beginning of each financial year) a Strategic Procurement Outlook, and an Annual Procurement Forecast.

The Ministry's practice had been to file a pro forma outlook, which advised that the nature of the Ministry's prospective procurements is not sufficiently known in advance to provide details of planned procurements.

In light of the new requirements, the Ministry has revised its approach to ensure that it is fully compliant with the new Rules.

(d) *Protected Disclosures*

The most recent guidance (2009) provided on the intranet is incorrect and inconsistent, and requires correction.

(e) *Holidays Act*

Some sick/bereavement leave entitlements have not been paid within the requisite pay period due to late notification of the leave having been taken.

(f) *Fire Safety and Evacuation of Buildings*

There have been some instances of staff carrying items down the stairwells during fire evacuation drills, posing a hazard to other evacuees.

(g) *Copyright*

An instance has been noted where attribution was not acknowledged on all images/maps used in a presentation given to the Minister.

Comparison with previous survey results

The item in (b) continues to be the principal area of less than full compliance.

Actions taken subsequent to previous report

The following actions were taken to address the matters revealed by the previous survey as requiring remedial attention:

(a) **Contract documentation:**

We have almost completed a revision of the Procurement Policy that takes account of the new Government Rules of Sourcing. Another objective of the revision has been to make the Policy more user-friendly and coherent in its presentation.

(b) **Timing of decisions on OIA requests:**

[REDACTED]

[REDACTED]

(c) Annual Procurement Plan:

Legal and Finance have discussed how the information in the Business Plan of likely procurements can be used to make the Annual Procurement Plan published on GETS more informative. The new Rules also require the regular filing of a Strategic Procurement Outlook and Extended Procurement Forecasts. This collection of filings is being undertaken by Finance.

Proposed actions

The following actions are proposed to address the matters revealed by the latest survey as requiring remedial attention:

(a) Contract documentation

The Organisational Development issue has been the subject of discussions at senior management level. Assurances have been given that the proper processes will be observed in future. Legal is working with NZSAR Secretariat to put in place appropriate template agreements that can be used for the future.

Staff will be exhorted to send signature copies of all minor pro forma supplier contracts to Legal so that they can be recorded in the appropriate databases. All other contracts are to be forwarded to Legal for vetting or drafting, in accordance with the Procurement Policy.

[In the rare circumstance where it is not considered feasible to comply with standard procedures (for example for confidentiality reasons), there should be a policy direction that there must be a discussion with the Chief Executive or the Chief Legal Adviser before work commences, and a written record made of the justification for non-compliance.]

(b)

[REDACTED]

(c) Protected Disclosures:

Action is being taken to review the intranet guidance and promulgate a corrected, single-source, version. The inaccurate material has been withdrawn in the meantime.

(d) Copyright:

The copyright policy is about to be updated and re-promulgated on the intranet.

Withheld under section 9(2)(a)

Timing of next survey

The next survey will be in respect of the period 1 July 2014 to 30 June 2015, and will be conducted during July 2015.

Recommendations

It is recommended that –

- | | | |
|---|--------------------------------------|----------|
| • | MLT note the contents of this report | Yes / No |
| • | The proposed actions be agreed | Yes / No |

Clif Corbett



From: [REDACTED]
Sent: Friday, 29 August 2014 9:23 a.m.
To: Lisa Nickson
Subject: Email requested

Fiona asked me to forward this to you.

Cheers
[REDACTED]

Sent with Good (www.good.com)

-----Original Message-----

From: [REDACTED]
Sent: Friday, July 25, 2014 04:37 PM New Zealand Standard Time
To: [REDACTED]
Subject: RE: Assistance Required

Good Afternoon,

Please see below a request we received regarding Ministry of Transport employee Joanne Harrison

Joanne arrives back into Wellington today from Manchester at 4.35pm

We suggest you gain contact with Joanne and advise her of a possible security issue as below

Any questions please let me know

Thanks
[REDACTED]



[REDACTED]
Atlantic Pacific American Express
Level 30, Plimmer Towers, 2-6 Gilmer Terrace
PO Box 3030, Wellington 6140, New Zealand
www.apx.co.nz



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Withheld under section 9(2)(a)

From: [REDACTED]
Sent: Friday, 25 July 2014 4:25 p.m.
To: [REDACTED]
Subject: RE: Assistance Required

Hi [REDACTED]

I have been advised that the New Zealand Privacy Legislation does not allow us to provide this information directly to you. Can I suggest that you contact the New Zealand Police and then they can make a formal request citing the relevant authority.

Regards



Atlantic Pacific American Express
Level 30, Plimmer Towers, 2-6 Gilmer Terrace
PO Box 3030, Wellington 6140, New Zealand
www.apx.co.nz



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From: [REDACTED]
Sent: Friday, 25 July 2014 4:08 p.m.
To: [REDACTED]
Subject: Assistance Required

Hi [REDACTED]

As per our phone conversation, I am trying to locate the whereabouts of a person of interest to our office, namely Joanne HARRISON (D.O.B [REDACTED]).

Our enquiries have revealed you booked a flight for Mrs HARRISON and possibly for [REDACTED] flying return from Wellington to Manchester via Auckland and Dubai, departing Wellington on 09/07/2014 returning 25/07/2014.

Withheld under section 9(2)(a)

Could you please assist us with any details Mrs HARRISON may have provided you i.e: residential address, postal address, contact phone number, email address, etc; when she made her booking. Could you also supply any credit card details that she used to pay for her flights.

Your assistance in this matter would be greatly appreciated.

Regards,


Victoria Police | Fraud & Extortion Squad

Level 5, 452 Flinders Street, Melbourne, 3000 DX: 210007


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From: Martin Matthews <m.matthews@transport.govt.nz>
Sent: Monday, 1 September 2014 4:52 p.m.
To: Lisa Nickson
Subject: FW: Contracting issues

FYI

From: Martin Matthews
Sent: Monday, 1 September 2014 4:52 p.m.
To: Joanne Harrison
Subject: FW: Contracting issues

Hi,

I have just been meeting with Lisa and Clif about the annual Comply With survey. The report on this (which will go to the auditors) will reveal your non-compliance with our procedures was not revealed when the survey was completed. This can presumably be explained on the basis that, as explained by you below, at the time of completing the survey you would not have been aware of the non-compliance. The consequence of this report is however that the matter will be directly drawn to the attention of the auditors who may seek further information about these arrangements than I have asked you to provide me. This has caused me to re-assess whether we may need further information for our records to satisfy potential audit questions about the basis for the arrangements, particularly with Sharp Design.

In your last email to me you suggested I might make direct contact with [REDACTED] and Mark Sharp. I understand from Clif that the Ministry has a long standing relationship with [REDACTED] and that we would have sufficient background information to demonstrate why services would have been procured from them. The same however is not the case with Sharp Design. I have therefore asked Lisa to make contact with Mark Sharp and request if he could provide a profile of the company and other information that we might usefully hold on our files about the nature and extent of their services. This will hopefully satisfy any future questions that may be asked about the basis for the Ministry obtaining the range of services they supplied. It won't address the non-compliance with our procurement procedures, which is simply a matter of fact.

I wanted to let you know directly that I have asked Lisa to follow this up, just in case you had a query from Mark Sharp about the basis for the questions.

Thanks,

Martin

From: Martin Matthews
Sent: Wednesday, 27 August 2014 9:00 a.m.
To: Joanne Harrison
Subject: RE: Contracting issues

Jo,

Thank you for the explanation of the services provided by the two firms, and the circumstances under which they came to be the providers of these. I am satisfied that, on the basis of the explanations given, no further enquiry or action is required in relation to this matter.

Nonetheless, it remains of concern to me that the Ministry's policies and procedures for procurement were not adhered to. These requirements exist to ensure we can demonstrate wise and proper use of the public money entrusted to us. This is something I personally regard is important for the reputation and standing of the Ministry. While I am satisfied your intentions were consistent with the desire to deliver value for money from this spending, the manner in which you procured them has led to the sorts of questions and concerns I have had to raise with you. This could have been avoided if the proper

procedures had been followed.

I want to be clear with you that it is my expectation that you will at all times in future comply with Ministry policies and procedures for procurement and contracting of services. I note that you have earlier indicated to me that [REDACTED] will over see these arrangements on your behalf. I think this is a sensible arrangement. I acknowledge that there may be future circumstances where confidentiality is required, and where it may not be possible to comply with standard procedures. Although this should be an exceptional situation, where it is required, I would recommend this be discussed with either myself or my Chief Legal Adviser and a written record made of any decisions to not comply with standard procedures.

Jo, thank you for your co-operation and quick response to my enquiries.

Martin

From: Joanne Harrison

Sent: Tuesday, 26 August 2014 6:46 p.m.

To: Martin Matthews

Subject: RE: Contracting issues

Martin

Both organisations I used and the people within them were personal referrals from other users/staff members that had experienced the broker services. They were described to me as relatively small sized firms with vibrant and dynamic staff who delivered a broad range of cost effective services at speed. The relationship management was excellent; the staff that I dealt with were not mid career people, rather they were start ups, young, and very keen to deliver above and beyond what was usually expected. This matched the customer referrals exactly. I am not sure if both have relocated overseas Martin, I do know that some of the grads were taking their work overseas to continue to build their experience and client base.

As well as the obvious work you see around the Ministry there was also a range of content design for literally hundreds of workbooks at each level of our Leadership Development stages 1-4, the full range of coaching materials 1-3, senior adviser development, graduate induction programmes, assessment centre materials, food for thought books etc and this was reworked in non branded word/pdf for Stats, and again for the Transport Sector Shared Services as well as many requests for ad hoc presentation materials. At the time we had no graduate support and were expected to produce these materials often late in the piece, again the turnaround time and service was excellent, often within hours not days. I can provide you with samples of work we still have in storage. We later partnered with [REDACTED] to share a resource to reduce overall costs until the Ministry was in a position to offer a graduate role ourselves. We did this for 6/7 months and now have [REDACTED] working with us full time, hence no need to continue the relationship regardless. This did increase the overall payment above and beyond the original plan.

In addition as you will recall there were many sensitive proposals for restructuring being considered, potentially involving certain MLT members, selected Managers and PAs, FESA, Finance, Legal, as well as PSA structured documents, and the OD realignment. Staff within the Ministry could not be reasonably expected to provide this advice and support impartially and also produce reports/products of quality in the timeframes allowed. Many staff were affected when some of the proposals went through. At the time I operated in a sole role with no EA or administration support so these confidential services were essential.

The SD security and surveillance work was instigated after increasing reports of incidents, some going back 2-3 years. The services provided ranged from initially having someone on site covertly, monitoring both the building and car park, camera instillation and alerts, telephone monitoring, swipe card entry analysis and pattern formation including floor activity at the alleged time of the incidents (this took many hours each time) As the activity and amounts were variable and increasing with each incident it was difficult to ascertain a predictable pattern. All of this work was done after hours, late evening and over the weekends. With the potential sensitivity around this work I did confide in [REDACTED] at the

time of the start up investigations, I explained to him what was happening, and that it was likely some invoices could be sent to finance with blacked out parts, just as we do with HR legal advice, to protect the information. He said he did not need to know any more information and would take care of them when they required processing.

I understand and appreciate the need for transparency, if you are concerned in any way you could contact the providers direct and they will confirm no conflict exists and would substantiate the services they provided. The contact details were – [REDACTED] and Mark Sharp via the website <http://sdsservices.wix.com/sdsservices> or sdsservicesuk@gmail.com.

My priorities were centred on delivery and pursuing the stretch targets for the Ministry, though this does not excuse my mistake. I ask that you accept my sincere apologies for the oversight, it will not happen in future.

Regards

Jo

From: Martin Matthews
Sent: Tuesday, 26 August 2014 12:39 p.m.
To: Joanne Harrison
Subject: RE: Contracting issues

Jo,

Thank you for your quick response to my email.

Much of the design and other work done by these contractors is apparent to me, or I have been aware that it had been commissioned. I therefore have no reason to doubt or question that the services were provided to the Ministry, or that the design work was of a high standard. I think it would be helpful nonetheless if you could provide me a short summary of the key things provided to the Ministry from these providers.

It is of concern to me however that the information provided in relation to both organisations is quite limited. It is surprising that both are no longer operating in (or likely to be operating) in the Wellington market. This suggests that they are both firms of limited size or presence in the market. Neither is known to me other than through reference to the arrangements you have outlined with the Ministry. This is only significant except insofar as we have an obligation to ensure when committing public funds that we are satisfied the counterparty is suitable, and can be relied upon to deliver value for money. Transparency around these arrangements is also important to demonstrate no personal interest of conflicts in the decisions we take with public funds. Our procurement and contracting arrangements are designed to give everyone assurance that this is the case. If my assumptions noted above about these organisations having a limited presence in the market is correct, it suggests to me that you should have been even more cautious about ensuring the appropriate procurement and contracting arrangements were entered into. In the absence of such a process, it would be helpful to me before I decide how to proceed, if you could provide me with further background on the original basis that led you to select these firms to provide services to the Ministry, particularly in the case of SD which appears to have been commissioned to provide a wide array of things.

Thanks

Martin

From: Joanne Harrison
Sent: Monday, 25 August 2014 7:20 p.m.

To: Martin Matthews
Subject: RE: Contracting issues

Thank you for the opportunity to comment on the concerns you and the legal/finance team have raised.

First of all I sincerely apologise, it is my mistake based on genuine misunderstandings around contracting policy and any related party disclosures. For both [REDACTED] and SD there have been a broad range of services ordered from basic design work to large collateral projects, as well as confidential documents/security services subcontracted out etc. I charged the invoices to different lines on my budget, not realising the sum of the parts added up to over \$100k in the time period allowed.

SD provided me with marketing brochures that showed a range of services with great service level agreements; I understand they have been restructuring themselves, which could explain the lack of web presence. When I have been pressed for quick turnaround on work they have been very good hence I re-used them. They design a whole range of services to suit the client. The confidential services and security work has ranged from sensitive document formation around potential restructure proposals, staff departures and formal legal letters, checks/vetting, investigation and analysis of access data, instillation/removal of the recent surveillance operation due to ongoing thefts etc. I believe these functions could not be provided by anyone at the Ministry with absolute confidentiality; I made the call to use these on an ongoing basis as often this work has involved delivery at weekends and evening work where I have been present, for obvious reasons I did not want to involve other staff members.

The reason some of the invoices are blacked out is that with the 'security' work for example, they listed names of people that were being looked in to and other information critical to forming a pattern of events. For potential restructure/performance management issues they showed the names of those of the teams potentially affected by change. If any of this detail was viewed by staff members, including finance or legal, some names would have been instantly recognised and I felt obliged to protect this information. The unforeseen 'security' work was not part of the original work plan and meant that the amount paid increased as the frequency and seriousness of the thefts and telephone abuse escalated. It is my error Martin; I should have taken stock and sought to get a contract signed at that point.

[REDACTED] costs have also overrun, some of this was down to rework, a dispute we had with one of their pieces of work, and the employment of the joint graduate who the Ministry have now employed on a short fixed term as it is far more cost effective. We did not anticipate some additional costs such as purchasing licences, laptops, PDF files etc. My error was that I allocated the graduates costs to temporary staff workers and did not associate it with the total contract costs from [REDACTED]. We are not commissioning any more work from SD or [REDACTED] both are said to be restructuring and I understand intending to operate overseas with little NZ presence.

I fully understand the scrutiny and I accept that I have failed to comply with the policy for contracting, for this I apologise and accept the consequences of any disciplinary action that may arise. This was not done intentionally.

In future I will make sure that [REDACTED] oversees the contracting process on my behalf, countersigns the invoices, and keeps a running total of all costs.

Regards

Jo.

From: Martin Matthews
Sent: Monday, 25 August 2014 5:33 p.m.
To: Joanne Harrison
Subject: Contracting issues

Jo,

Further to our discussion earlier this afternoon, concerns have been raised with me about payments you have authorised to Sharp Design and [REDACTED] without contracts in place. You will appreciate that I am naturally concerned about the non-compliance with our policies and procedures

for contracting. These exist for very good reasons and need to be complied with.

I understand concerns were raised with you in October last year about compliance with our contracting policies. At that time I understand you indicated that no further work would be required of these organisations, and an assurance was given that legal would be informed and contracts would be put in place in future. The total amounts paid since then are \$88,992 for Sharp-Design and [REDACTED]. The payments range in size from \$302 to \$19,220. This makes the total payments for 2013/14 to these organisations \$123,348 and [REDACTED] respectively.

I am concerned about the potential repercussions for the Ministry as we are about to be audited and will shortly be required to answer financial review questions. These processes are likely to uncover the irregularities. We need to be able to explain them. I am therefore seeking your explanation of why the requisite procedures have not been followed. Also, as a consequence of limited scrutiny of these transactions, several issues have been raised with me that also require clarification. I am therefore also seeking an explanation from you in relation to the following issues;

- The existence of Sharp-Design is in question. It does not have a web presence and is not listed in the yellow pages
- There's a name in the organisation which could suggest a personal connection which, if true, would have implications for the 'related party disclosures' required of GMs
- The sort of work carried out by Sharp-Design is unusually diverse, ranging from designing workshop materials through to 'risk management', 'confidential services' and security work
- Information in some of the invoices for Sharp Design has been 'twinked out' so that it is not possible to see what services have been provided
- No one in the legal team was approached to check whether contracts were required.

I would be grateful if you could provide an explanation of these things as well as an indication of how you will ensure all future procurement you are responsible for will be managed in accordance with Ministry policy and procedures.

Thank you.

Martin

Martin Matthews
Chief Executive & Secretary for Transport
Ministry of Transport - Te Manatu Waka

[REDACTED]

Ensuring Our Transport System Helps New Zealand Thrive

From: Mark Sharp <sdservicesuk@gmail.com>
Sent: Sunday, 7 September 2014 10:31 p.m.
To: Lisa Nickson
Subject: Request for information about Sharp Design: Attn Mark Sharp

Good day to you

I apologise for the delay in getting back to you Ms Nickson, we are currently travelling and have suffered the frustrations of global roaming as well as being busy busy busy with new incoming work!

I am sorry to hear that the services we have provided in the past have been inconsistent with any policy you may have. If the Ministry have been dis-satisfied with my products or services I have not been made aware of any such complaints. Indeed the client feedback we have received whilst in NZ has been great, if this has not been the case for you or staff at the Ministry please let me know and I will endeavour to rectify it.

I am happy to furnish you with information regarding SharpDesign6, SharpDesignonline and SD Services. I am Mark Sharp, business owner, I have a team of 6 skilled professionals and up to 10 contract staff when needed. We operated for a little over 2 years in Johnsonville, Lambton Quay/The Terrace and are set to return late 2015. The aim behind what we do is to provide best quality brokered services at affordable prices to meet the specific requirements of the clients in various spheres of business. Our long term strategy is to bestow responsive services to small and medium sized enterprises globally. Soon we will have small offices in the UK, Spain, Brasil, and NZ/Sydney by 2016.

Why did the Ministry select us - I believe it is the same reason as our other small clients do, we offer '24/7 operations at our place or yours' as well as quality services brokered through skilled professionals, quick response, delivery commitments as agreed or your money back! We had limited visibility in Wellington, we did not need much after my 'refer a friend' scheme took off and that was a deliberate and ongoing choice of marketing. Naturally this will change when we return in 2015. We generally take enquiries and source opportunities via web, friend get friend, dribble connections etc but always prefer to meet up in person, clients respond well to this. Jo seemed to be particularly impressed with the 7 day operation and the confidential services we provided after a former colleague of hers recommended us.

I will mail you a package of our promotional information that you may wish to read or file until we are fully set up on the web again. Jo and her staff all received the WHY US brochures though I am happy to send them again.

It is such a shame that you feel we did not follow the right process to provide our services, or that a contract should have been in place each time we delivered a project. My team worked long hours to ensure superb service 24/7 to Jo and the team at the Ministry. From the feedback received I believed that our client was very satisfied, it is regrettable that this is not the case. I will attempt to meet with Jo and I have left a message for her. I will also email her this week and find out what we could have done differently.

Kind Regards

Mark Sharp BSc BEng(Hons) MSc

SDServicesUK

On Tuesday, 2 September 2014, Lisa Nickson <l.nickson@transport.govt.nz> wrote:
Dear Mr Sharp

I am the Acting Chief Legal Adviser at the New Zealand Ministry of Transport. I'm hoping you might be able to help the Ministry with the following query regarding a predecessor to SD Services UK, Sharp Design.

I understand that Sharp Design provided the Ministry with a range of design and security services over the 2013/14 financial year without written contracts in place.

Although not appreciated at the time, this was inconsistent with our procurement policy and unfortunately seems likely to attract the attention of our auditors who may seek further information about how the services came to be provided.

While we can't undo the non-compliance, we'd like to ensure we have some material on file that will, if need be, help us demonstrate to the auditors why we engaged Sharp Design.

To that end, I'd be grateful if you could forward to me a profile of Sharp Design (e.g. covering off the organisation's history, services provided, principals, and client base, etc), and any other promotional material or information that you think might assist.

As the audit of the Ministry is underway, I'd very much appreciate the information by Friday 5 September 2014, if at all possible. (Our Organisational Development GM, Jo Harrison, may have some of this material on her files but she is away from the office this week).


Apologies for any inconvenience this causes.

Please don't hesitate to call or email me if you would like to discuss.

Kind regards

Withheld under section 9(2)(a)

Lisa Nickson
Acting Chief Legal Adviser
Ministry of Transport – Te Manatū Waka



MINISTRY OF TRANSPORT

Wellington (Head Office) | 89 The Terrace | PO Box 3175 | Wellington 6140 | NEW ZEALAND | Tel: +64 4 439 9000 | Fax: +64 4 439 9001

Auckland | NZ Government Auckland Policy Office | 45 Queen Street | PO Box 106238 | Auckland City | Auckland 1143 | NEW ZEALAND | Tel: +64 9 9854827 | Fax: +64 9 9854849

Christchurch | 7 Winston Avenue, Papanui | Christchurch 8140 | NEW ZEALAND | Tel: +64 3 366 9304 | Fax: +64 3 366 9317

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As discussed, in view of the urgency of the work and our previous experience of the quality delivered by these contractors, I approve the recommendation below. We must however make every effort in future that the contracts we in place follow competitive procedures.

To:	Andrew Jackson Acting CE
From:	Joanne Harrison
Date:	9 October 2014
Through:	

MEMORANDUM

Subject: Approval of 2 procurement contracts

Following recent discussions I have reviewed my expenditure and whether appropriate procurement practices have been followed. Withheld under section 9(2)(b)(ii)

I have engaged Mazarine Associates and [REDACTED] to assist the Ministry with sector collaboration/shared services work/and projects around improving MLT/TMG leadership. This started in July and will continue, but its exact end date is dependent on possible movements of other staff within the shared services functions and the outcomes needed in the leadership area.

I anticipate the budget for this work is up to \$80k for each contract (\$160k) and expenditure in the two months to the end of August has been around \$40k.

Under the Procurement Policy for a contract of \$50-100k I should have obtained 3 quotes, and put a contract in place to define the services and price before work started. Neither of these took place in time and the work needed to be started, I have agreement from the providers to sign the necessary paperwork to move us forward.

Legal have been provided with drafting instructions and I propose to get the contracts signed to formalise the arrangements on Tuesday next week

Recommendation

- That you approve in arrears the lack of up front quotes for these contracts and the contracting arrangements can be agreed and signed immediately.
- That you also approve a casual contract arrangement for [REDACTED] on behalf of Martin Matthews as we discussed.

Withheld under section 9(2)(b)(ii)

Regards,

Joanne Harrison

GM Organisational Development

[REDACTED] Withheld under section 9(2)(a)

HEAD OFFICE: PO BOX 3175, Wellington 6140, New Zealand. TEL: +64 4 439 9000, FAX: +64 4 439 9001

AUCKLAND OFFICE: NZ Government Auckland Policy Office, PO Box 106 238, Auckland City 1143, New Zealand. TEL: +64 9 985 4827, FAX: +64 9 985 4849

CHRISTCHURCH OFFICE: PO Box 3014, Christchurch 8140, New Zealand. TEL: +64 3 366 9304, FAX: +64 3 366 9317



Ministry of Transport
TE MANATŪ WAKA

*As discussed
the work by this contractor
does not need this cover.
Agreed
Adrian*

To: Andrew Jackson	MEMORANDUM
From: Jo Harrison	
Date: 10 October 2014	
Through:	

Subject: Insurance requirements

The Ministry requires its consultants / contractors to hold insurance so that if they do something that results in financial loss to the Ministry, that loss is covered. The Ministry's Insurance Guidelines require contractors to hold minimum cover of \$1 million for two types of insurances:

- **Public liability** (third party damage)
- **Professional Indemnity** (negligence).

The Guidelines provide for limited circumstances in which the insurance requirements can be waived, for example.

"where the work being carried out by the contractor consists of compiling a report or paper from information provided by the Ministry"

This exemption covers the work being undertaken by Mazarine Associates and so I believe that it is not necessary for them to hold such insurance.

Recommendation

- That you approve the waiver of the insurance requirement.

Regards,

Jo Harrison
GM Organisational Development
[Redacted]

Withheld under section
9(2)(a)

Contract for Services
Ministry of Transport
 TE MANATŪ WAKA
Organisational Development Professional Services Support**Contract No. 14/15-031****The Parties****MINISTRY OF TRANSPORT****(Buyer)**

Level 6, 89 The Terrace

Wellington 6140

and

ELIZABETH WILLIAMS, trading as MAZARINE ASSOCIATES**(Supplier)****The Contract****Agreement**

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

The documents forming this Contract are:

- | | |
|---|-------------------|
| 1. This page | Page 1 |
| 2. Contract Details and Description of Services | Schedule 1 |
| 3. Standard Terms and Conditions | Schedule 2 |

 GMC Form 1 SERVICES | Schedule 2 (2nd Edition) available at: www.procurement.govt.nz

4. Any other attachments described at Schedule 1.

How to read this Contract

5. Together the above documents form the whole Contract.
6. Any Supplier terms and conditions do not apply.
7. Clause numbers refer to clauses in Schedule 2.
8. Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

(signature)

For and on behalf of the **Supplier**:**name:** Jo Harrison**position:** General Manager, Organisational Development**date:** 15/10/2014**name:** Elizabeth Williams**position:** Director**date:** 15/10/2014

Schedule 1

Contract Details and Description of Services

Start Date	16 October 2014	Reference Schedule 2 clause 1
End Date	31 December 2015	Reference Schedule 2 clause 1

Contract Managers Reference Schedule 2 clause 4		Buyer's Contract Manager	Supplier's Contract Manager
	Name:	Jo Harrison	Elizabeth Williams
	Title / position:	General Manager, Organisational Development	Director, Mazarine Associates
	Phone:		
	Fax:		
	Email:		

Addresses for Notices Reference Schedule 2 clause 12		Buyer's address	Supplier's address
	For the attention of:	Jo Harrison	Elizabeth Williams
	c.c. Contract Manager		
	Delivery address:	89 The Terrace Wellington	
	Postal address:	P O Box 3175 Wellington 6140	
	Fax:		
	Email:		

Supplier's Approved Personnel Reference Schedule 2 clause 2.5		Approved Personnel
	Name:	Elizabeth Williams
	Position:	Director
	Specialisation:	See website

Description of Services
<p>Services: The Supplier will provide the Buyer with personnel engaged by the Supplier to support the Buyer in providing advice and carrying out activities associated with developing and implementing shared services across the government transport sector including, for example, project management, administration support, and event facilitation.</p> <p>The Supplier will also provide administrative and advisory support to the General Manager, Organisational Development in carrying her role assisting the Transport Sector Shared Services [team?] and State Services Commission on various talent leadership activities and advising on career boards.</p> <p>The Parties acknowledge that, despite clause 1.1 of Schedule 2 to this contract, the Supplier has since 1 July 2014 delivered some of the described Services.</p> <p>Deliverables: The Supplier will:</p> <ul style="list-style-type: none"> • Prepare a final report on the Talent Discovery workshop • Prepare reports, recommendations, and analyses related to assessment benchmarking and talent leadership activities • Carry out productivity and globalisation talent analyses and shared support work. • Prepare other reports as and when agreed in writing between the Buyer and Supplier • Support TSSS via GM where/when appropriate with individual reports/analysis • Project support including admin for TSSS from June 2015 (potentially full time until December 2015)

Performance Standards

The Services are to be delivered to the required performance standards or quality reasonably notified by the Buyer to the Supplier from time to time.

Milestones

The Services are to be delivered in accordance with the milestones and applicable dates, as agreed in writing between the Buyer and the Supplier.

Supplier's Reporting Requirements Reference: Schedule 2 Clause 8	Report to:	Type of report	Due date
	Contract Manager	Oral updates	Weekly
		Progress reports	Quarterly

CHARGES: The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Fees Reference: Schedule 2 Clause 9	Hourly Fee Rate
	<p>For each hour worked an Hourly Fee Rate of \$110.00 excluding GST, up to a total maximum of \$90,000.00 excluding GST in 2014.</p> <p>Anticipated for 2015 – up to maximum \$95000.00 excluding GST <i>Budgeted May 2015</i></p> <p>If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.</p> <p>The Parties acknowledge that, despite clause 1.1 of Schedule 2 to this contract, the Supplier has since 1 July 2014 delivered some of the described Services and that this work is to be included in determining the total maximum fee.</p>

Expenses Reference: Schedule 2 Clause 10	No Expenses are payable.
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Invoicing Reference: Schedule 2 Clause 11	<p>The Supplier must send the Buyer an invoice for the Charges at the following times:</p> <p>At the end of the month, for Services delivered during that month.</p>
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Address for Invoices Reference: Schedule 2 Clause 12	Buyer's address	
	For the attention of:	Jo Harrison
	Physical address:	Level 6, 89 The Terrace, Wellington
	Postal address:	P O Box 3175, Wellington 6140
	Email:	accounts@transport.govt.nz

Insurance Reference: Schedule 2 Clause 13	<p>INSURANCE: (clause 8.1 Schedule 2)</p> <p>It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Buyer does not require any specific insurance under this Contract.</p>
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**Changes to
Schedule 2 and
Additional
clauses**

SCHEDULE 2 of this Contract is amended as follows:

Section 2: Add the following clause –

"2.8 If the Supplier comprises more than one party, then each shall be jointly and severally liable for the Supplier's obligations under this Contract."

Section 6: Add the following clause –

"6.4 This Contract does not confer any legal rights on anyone except the Parties."

Section 9: Add the following clauses –

"9.4 During the term of this Contract and for a period of six months after completing the Services, the Supplier must not, and must ensure that its Personnel do not, undertake any work for any other person that is, or may be, in the Buyer's reasonable opinion, a Conflict of Interest, except with the Buyer's prior written consent."

Section 11:

Clause 11.2: Delete the word "Contact" in line 2, and substitute the word "Contract".

Clause 11.5: Delete subclause f., and substitute the following subclause –

"f. is required by the Buyer, acting reasonably, to supply the Services within the period of an Extraordinary Event

Clause 11.5: Add the following subclause –

"l. undergoes a change of Control and the Buyer notifies the Supplier in writing that the person to whom Control has passed is not acceptable to the Buyer or that the change of Control will have a material adverse effect on the Supplier's ability to provide the Services"

Section 13: Add the following clauses –

"13.3 If requested by the Buyer, the Supplier will ensure that its Personnel sign a confidentiality undertaking in the form attached in favour of the Buyer.

"Official Information

"13.4 The Supplier acknowledges that the Buyer is subject to the Official Information Act 1982 and that it may be obliged to disclose Confidential Information under that Act. The Buyer shall promptly advise the Supplier of any request received by it under the Official Information Act that relates to the Supplier's Confidential Information and prior to any disclosure under the request."

Section 15:

Clause 15.3: Delete and substitute the following clause –

"15.3 The Buyer may, after consulting with the Supplier, make alternative arrangements to ensure performance of the Services during the period affected by the Extraordinary Event, including engaging alternative suppliers. If the Buyer makes alternative arrangements, it does so at its own cost."

Add the following clauses –

"15.5 A party shall not be required against its will to settle any strike, lock-out or other industrial disturbance.

"15.6 Performance of any obligation affected by an Extraordinary Event shall be resumed as soon as reasonably practicable after the Extraordinary Event has ended or abated."

Section 16: Add the following clause –

"16.11 If a provision of this Contract is held to be invalid, the Contract remains in full force apart from that provision."

Section 17: Add the following definition after **Contract Manager:**

"Control In relation to the Supplier, the power to:

- a. hold more than 50% of the voting securities, or to exercise or control the exercise of more than 50% of the maximum number of votes that can be voted at a meeting of shareholders; or
- b. control, directly or indirectly, the composition of the board of directors or board of management of the Supplier, whether through the ownership of voting securities, by contract or otherwise."

	None
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From: Lisa Nickson [REDACTED]
Sent: Tuesday, 21 October 2014 10:46 a.m.
To: Joanne Harrison
Cc: Martin Matthews
Subject: Sharp Design procurement

Hi Jo

Before our meeting, I thought you might appreciate it if I set out what the ongoing problem is here, and what we need to do to sort it out. I realise some of this stuff can seem pretty arcane to people.

I got the material Mark Sharp provided, so thanks for passing that on.

Unfortunately, this isn't going to be enough to cover off issues that may be raised about the procurement of the services provided. I'm thinking here particularly of potential select committee questioning.

Things can get pretty intense in that environment, and we need to make sure Martin doesn't end up in a position where he's unable to show the committee that what was done was appropriate.

It'd go a long way toward managing this, if we're able to provide a fulsome paper trail that details why we selected Sharp Design, and that shows what they did.

So, I need you to help me build up a file by providing the following:

- a set of Sharp Design's invoices (with no redactions)
- examples of the work they did (I think they did some workbooks for us? So that could be one example)
- a file note explaining specifically when and how you came to be aware of Sharp Design (This might include, for example, some details around the staff referrals you mentioned a while back), and the information that caused you to believe Sharp Design were suitable to do the work

We also need proper profile information about Sharp Design. I think it'd be best if you followed up with Mark on this (I think he may have got the wrong end of the stick and become concerned that I am questioning the quality of the work, which isn't my intention). What I mean by 'profile' is information covering off Sharp Design's history, services provided, principals, and client base, etc.

Talk to you soon.

Lisa Nickson
Acting Chief Legal Adviser
Ministry of Transport – Te Manatū Waka

[REDACTED]

From: Joanne Harrison
Sent: Tuesday, 21 October 2014 12:39 p.m.
To: Martin Matthews
Subject: procurement

Withheld under section
9(2)(a)

Hi Martin

I have met with Lisa before I saw this email.

I provided her with a copy of the first part of the email exchange between the two of us that stated you were satisfied with how these people were selected and that no further action was needed. I don't intend to go over that again or respond to her email.

I have also provided her with sample emails showing work out of hours, some products, concepts, and a high level example of entry analysis etc. I explained to her the sensitivity around some of the work that had been delivered, why the blacked out emails would remain that way, and that [REDACTED] had been briefed about this prior. She asked questions around why we did not seek a legal opinion from them or someone on the Government panel around actions regarding the thefts; I informed her that we did verbally, nothing illegal took place, and that in fact we had managed to stop the thefts etc.

I am concerned that this is not being closed down; in particular the sensitive operation that MLT were verbally briefed on. I think the information I have provided is sufficient for her to hold on file and should the scenario happen that she refers to (that you may be questioned heavily at select committee) then we will deal with it then. Lisa became agitated when I explained to her that I would protect some information about the work that has been delivered as it disclosed staff details etc, she informed me she is the privacy officer and has a right to know these things, she also stated she has the right to ask privacy questions and she would continue to do so

I do not intend going back to her by email as I believe she now has enough physical information, I do think she will keep coming back if she is allowed to do so and I would appreciate your help in closing this down. I will certainly not provide her with information about the investigation as I have real concerns around confidentiality and her PSA status/history; the concerns extend to the whole legal team and not just Lisa.

Regards

Jo

From: Lisa Nickson
Sent: Tuesday, 21 October 2014 10:46 a.m.
To: Joanne Harrison
Cc: Martin Matthews
Subject: Sharp Design procurement

Hi Jo

Before our meeting, I thought you might appreciate it if I set out what the ongoing problem is here, and what we need to do to sort it out. I realise some of this stuff can seem pretty arcane to people.

I got the material Mark Sharp provided, so thanks for passing that on.

Unfortunately, this isn't going to be enough to cover off issues that may be raised about the procurement of the services provided. I'm thinking here particularly of potential select committee questioning.

Things can get pretty intense in that environment, and we need to make sure Martin doesn't end up in a position where he's unable to show the committee that what was done was appropriate.

It'd go a long way toward managing this, if we're able to provide a fulsome paper trail that details why we selected Sharp Design, and that shows what they did.


So, I need you to help me build up a file by providing the following:

- a set of Sharp Design's invoices (with no redactions)
- examples of the work they did (I think they did some workbooks for us? So that could be one example)
- a file note explaining specifically when and how you came to be aware of Sharp Design (This might include, for example, some details around the staff referrals you mentioned a while back), and the information that caused you to believe Sharp Design were suitable to do the work

We also need proper profile information about Sharp Design. I think it'd be best if you followed up with Mark on this (I think he may have got the wrong end of the stick and become concerned that I am questioning the quality of the work, which isn't my intention). What I mean by 'profile' is information covering off Sharp Design's history, services provided, principals, and client base, etc.

Talk to you soon.

Lisa Nickson
Acting Chief Legal Adviser
Ministry of Transport – Te Manatū Waka



From: Joanne Harrison
Sent: Wednesday, 22 October 2014 8:55 a.m.
To: Lisa Nickson
Subject: RE: Big Thanks

Thanks Lisa,

I'm learning something new about this every day; I will be the first one to attend the training along with my team leaders!

-----Original Message-----

From: Lisa Nickson
Sent: Wednesday, 22 October 2014 8:53 a.m.
To: Joanne Harrison
Cc: Fiona Macmaster
Subject: RE: Big Thanks

Ok thanks Jo. Just for future reference, once a manager is happy with the content of a contract, it is legal who finalises the document and ensures everything is in order for signing.

Also, we hold onto the original signed contract so if you could ensure it's forwarded to us, that'd be great

Once everyone is back on deck in the legal team, I expect we'll be arranging some training on contracting and procurement to help people understand the Ministry's processes and procedures so watch this space!

Cheers

Lisa Nickson
Acting Chief Legal Adviser
Ministry of Transport – Te Manatū Waka

-----Original Message-----

From: Joanne Harrison
Sent: Tuesday, 21 October 2014 5:34 p.m.
To: Lisa Nickson
Cc: Fiona Macmaster
Subject: RE: Big Thanks

I did clarify the deliverables, and have got things signed up now, thanks Lisa.

-----Original Message-----

From: Lisa Nickson
Sent: Tuesday, 21 October 2014 4:45 p.m.
To: Joanne Harrison
Cc: Fiona Macmaster
Subject: RE: Big Thanks

Hi Jo

Were you able to confirm the deliverables with the supplier last week? Once that has been clarified, I can

finalise the contract for you.

Lisa Nickson
Acting Chief Legal Adviser
Ministry of Transport – Te Manatū Waka



-----Original Message-----

From: Joanne Harrison
Sent: Tuesday, 14 October 2014 4:52 p.m.
To: Lisa Nickson
Cc: Fiona Macmaster
Subject: RE: Big Thanks

Super stuff! Many thanks indeed.

Have a good evening Lisa.

-----Original Message-----

From: Lisa Nickson
Sent: Tuesday, 14 October 2014 4:45 p.m.
To: Joanne Harrison
Cc: Fiona Macmaster
Subject: RE: Big Thanks

Hi Jo

Here is the latest draft for you to look over.

In terms of the content, there are just the deliverables to be finalised. In the meantime, I've had a go at clarifying what's intended there.

Once you have confirmed them with the supplier, the appropriate adjustments to the deliverables can be made and the contract can then be finalised for signing.

If you're meeting the supplier on Thursday, this may mean the start date will need to be the next day. Hence why I have put '16 October 2014' in square brackets.

Lisa

Lisa Nickson
Acting Chief Legal Adviser
Ministry of Transport – Te Manatū Waka



-----Original Message-----

From: Joanne Harrison
Sent: Tuesday, 14 October 2014 3:00 p.m.

To: Lisa Nickson
Subject: Big Thanks

Many thanks again Lisa!



To: Andrew Jackson (Acting CE)	MEMORANDUM
From: Jo Harrison	
Date: 12 November 2014	

Subject: Contract to exceed original estimate of \$90K

We signed a contract with Elizabeth Williams (of Mazarine Associates) in July. This supplier was contracted initially to provide assessment benchmarking, the talent discovery workshop, productivity and globalisation talent analysis as well as support for the work with the Transport Sector Shared Services across a range of disciplines, including assisting with sector wide training and development following unplanned staff departures from NZTA.

In the current contract under 'fees' I had written an anticipated \$90K for 2014/15 and a further \$95K from June 2015 onwards, this was to cover the senior co-ordinator departure under an anticipated redundancy clause in May/June 2015 and to ensure we had continuity of support rather than stop/start at a critical time. We are well underway with the Learning Management System (LMS) now and last month purchased our own license to begin writing modules to trial at the Ministry. This supplier will assist with design and implementation.

We will need to pay fees that are more than anticipated in year one if we are to keep momentum going with this work. We have delivered some work far quicker than anticipated, I have now assigned [REDACTED] to assist, I was informed yesterday that the redundancy of the NZTA employee may happen sooner. It seems sensible for continuity of delivery to retain Elizabeth's services, and although for 2014/15 this will exceed \$100k it will balance out for the remainder of late 2015. If anything changes at that time then we will apply the Gets process for 2015/2016.

Recommendation

That you approve the contract to exceed \$90k (on an exceptional basis) and in 2015/16 we will apply the Gets process if necessary at that time.

Regards

Jo Harrison
GM Organisational Development

Joanne Harrison

To: [REDACTED]
Subject: Copies FYI
Attachments: img-Y14085754-0001.pdf

Good afternoon Elizabeth,

Further to our conversation I can confirm the DCE has given the authority to continue the contract arrangement for 2014, noting it is an exceptional one off situation regarding the usual GETS process. For 2015/16 if we anticipate the costs will exceed \$100k I will need you to follow the GETS process.

He has approved it to provide continuity of service, and was impressed that the delivery target had been achieved many weeks ahead of schedule. Well done and thank you!

I look forward to seeing you at our project meeting on Tuesday.

Have a good weekend.

Regards

Jo

Jo Harrison
General Manager - Organisational Development
Ministry of Transport - Te Manatū Waka

[REDACTED]

Ensuring our transport system helps New Zealand thrive

From: Martin Matthews
Sent: Tuesday, 16 December 2014 12:42 p.m.
To: Lisa Nickson
Subject: RE: Information regarding Sharp Design's services

Thanks Lisa,

This is a difficult one. I would have preferred a higher level of transparency to remove any doubt or suspicion about the services procured. I have spoken with Jo about this and she has apologised for the non-compliance, assured me of her future compliance, and explained to me her reasons for the secrecy.

I have decided to not pursue this matter further on the following grounds;

- My primary concern has been in relation to non compliance with our procurement policy. Nothing can change this matter of fact. I have spoken with Jo several times with regard to the importance of compliance with these requirements, and to remind her of the higher standards expected because we are dealing with public money. Jo assures me that she now has arrangements in place to manage future procurement consistent with these expectations.
- The absence of documentation has led to questions about the exact nature of the services provided. I understand the services related to a mix of design, publication and security related advice. In relation to the latter, some secrecy has been maintained to protect the 'covert' nature of attempts to determine who may have been responsible for the theft of private property on the Ministry's premises. I have no information to cause me to question whether the services were provided. Naturally, if I did have such information I would treat it with deep concern and seriousness. To act without good cause however would have equally serious implications for the perceived trust and confidence I have in one of my senior managers. As you will appreciate, as a good employer, I would be reluctant to accuse anyone of impropriety without reasonable evidence.

It does concern me however that this situation was able to arise. Clearly, first and foremost, the responsibility sits with Jo for not following proper process. However, despite the auditors being satisfied with our system of internal controls for finance, I am concerned that payments could be approved and paid without the Ministry first being assured that appropriate arrangements are in place, and there is certification from someone other than the person approving the payment that the services have been rendered. This is something I will separately raise with Fiona.

I am obviously happy that you take the necessary steps to close this out.

Thank you.

Martin

From: Lisa Nickson
Sent: Thursday, 11 December 2014 12:50 p.m.
To: Martin Matthews
Subject: Information regarding Sharp Design's services

Hi Martin

I need to report back to you on this. As instructed, I asked Jo for information related to the engagement of Sharp Design's services over 2013/14. I also met with Jo, at her invitation.

Here's what I asked for and what I received:

Information sought (see attached email of 21/10/14)	Information provided by Jo
<ul style="list-style-type: none">• A set of Sharp Design's invoices with no redactions	<ul style="list-style-type: none">• None; Jo doesn't have these
<ul style="list-style-type: none">• A file note explaining when and how Jo came to be aware of Sharp Design, and the information that caused her to believe Sharp Design were suitable to do the work	<ul style="list-style-type: none">• None
<ul style="list-style-type: none">• Proper profile information about Sharp Design	<ul style="list-style-type: none">• None
<ul style="list-style-type: none">• Examples of the work Sharp Design did	<ul style="list-style-type: none">• Twelve hard copy documents: various professional development/leadership workbooks, an A3 table of post-PIF action planning, a package of 2 reports from [REDACTED] on security card access to Ministry premises, a diagram on Sharp Design-branded note paper depicting the Ministry's floor layout with markings indicating placement of equipment, a glossy A3 GIC poster.• Ten email strings from 27/1/2014 to 31/5/2014 predominantly between Jo and [REDACTED]. They appear to relate to a style guide, coaching/workbooks, security work, and reception area re-design.

Withheld
under section
9(2)(b)(ii)

Withheld
under
section 9(2)
(a)

The examples of work are not all that helpful:

- it is difficult to tell what role Sharp Design had in producing the hard copy

Withheld under section 9(2)(b)(ii)

documents, except the diagram

- five of the hard copy documents do not relate to the 2013/2014 period, a sixth appears to have been produced by [REDACTED], and a seventh by [REDACTED] (according to [REDACTED] invoices, they did the 'Imagery refresh - GIC Posters')
- the email strings contain minimal detail (one has no date, no sender or recipient, no text, no attachment, just a subject line)
- three of the 10 email strings appear to relate to work done by others - the [REDACTED] reports, a website order to [REDACTED], and the re-design of the reception area. [REDACTED] was paid for reception signage).

I tried to match the documents and emails to the \$123,347 in payments made to Sharp Design in 2013/2014. I wasn't overly successful because we only have very high level descriptions of the services provided.

So, in the event you are asked for examples of Sharp Design's work paid for over the 2013/14 period, you may need to call on Jo to clarify. (Jo wasn't overly comfortable giving me all relevant information she had, due to its confidential nature. I advised her that in principle a Chief Legal Adviser should be able to look at what they want to but would have a look at what she'd provided and get back to her if we needed more. I haven't followed up on that)

I should mention that Jo told me she'd obtained legal advice from a security company about the cameras. I gather this is reflected in one of the invoices for Sharp Design. However, later in the conversation, Jo also indicated that [REDACTED] gave her legal advice that it was ok. I said I wanted to see the advice but haven't heard anything more. I've told David about this, and would support the legal team having a role in overseeing the procurement of all legal advice obtained by the Ministry.

I understand from David that you are satisfied the action taken in relation to this breach of Ministry policy has been sufficient and do not wish to pursue the matter further.

If that is the case, then the next step is for me to inform the person who made the disclosure of the outcome, as required by Ministry policy.

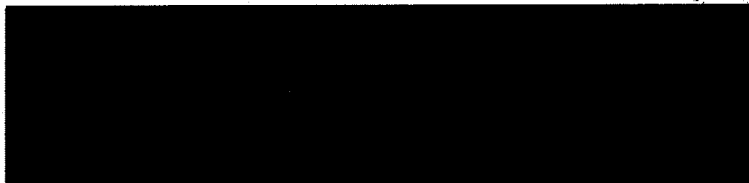
Lisa Nickson
Principal Solicitor
Ministry of Transport – Te Manatū Waka

Withheld under section 9(2)(a)

[REDACTED]



Date 1 July 2015



ENTERED

9/7/15



I am pleased to offer you fixed-term employment with the Ministry of Transport ("the Ministry"). Your offer of employment is on the terms contained in this letter and the Ministry's collective agreement.

Position:



WI-FT

Location:

Wellington

26/42/100

Employment
Category:

Fixed-term

Reporting to Jo Harrison

Fixed Term:

20 July to 20 December 2015

44.4 hrs
first pay

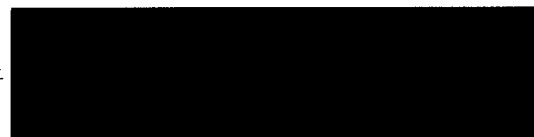
Holiday Pay:

Four weeks (pro rata)

Ordinary hours
of work:

37 hours per week

=
=



Total

Remuneration:

(pro rata for period worked) – the Ministry's employer contributions to your superannuation (if any) are paid as **part of** your total remuneration, rather than in addition to it. This means that:

- if you are a member of KiwiSaver, this sum is inclusive of any compulsory employer contribution that the Ministry is required to make to your KiwiSaver under the KiwiSaver Act 2006; or
- if you are a member of SSRSS, this sum is inclusive of the Ministry's agreed employer contribution to SSRSS.

Your remuneration will be paid fortnightly by direct credit into your nominated bank account.

KiwiSaver

All new staff are automatically enrolled in KiwiSaver at the rate of 3%. Contributions will continue to be deducted each payday unless you opt out. You have eight weeks after commencement of employment to decide if you wish to remain a member of KiwiSaver.

This agreement may be terminated by either party giving four week's notice in writing, with payment of salary for work carried out by the employee being paid up to the date of termination only, unless otherwise required by law. The employer may elect to pay the employee the equivalent part, or all, of his ordinary base salary in lieu

of notice for any part of that notice period and not require the employee to attend work during that time.

This position is covered by a collective employment agreement between the Ministry and the Public Service Association (PSA).

Members of the PSA are automatically bound by the terms of the collective agreement between the Ministry and the PSA. Please advise People and Development if you are a member of the PSA. You may choose to become a member of the PSA at any time, in which case you will then be bound by the collective agreement between that union and the Ministry.

If you are bound by the collective agreement, additional terms and conditions may be agreed between you and the Ministry that are not inconsistent with the collective agreement.

If you are not a member of the PSA, for the first 30 days of your employment with the Ministry, you will be employed under an individual employment agreement based on the same terms and conditions as contained in the collective agreement plus any additional terms agreed between you and the Ministry that are not inconsistent with the collective agreement. This is required under the Employment Relations Act 2000. You have already been provided with a copy of the collective agreement.

After 30 days, if you are not a member of the PSA your individual employment agreement can be varied by mutual agreement between you and the Ministry. If no variations are made, your terms and conditions will continue unaltered.

Entire Agreement

The offer of employment as contained in this letter and the enclosed collective agreement is a full record of the agreement between you and the Ministry of Transport and supersedes any previous agreements or discussions. Any changes to any of these terms will need to be agreed in writing.

Acceptance of Offer

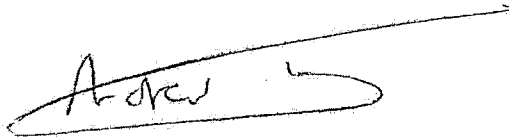
Please take your time to consider this offer. You are entitled to seek independent advice regarding these terms. Should you wish to discuss any aspect of this offer, please do not hesitate to contact Joanne Harrison on [REDACTED].

If you wish to accept this offer, please sign the following section and declaration on the enclosed copy of this letter and return it to [REDACTED] in our People & Business Support Team within 10 days of receipt of this letter (at which time the offer will lapse). You may be required to undergo police and/or security vetting for this position. Should this be required and you fail to successfully obtain appropriate checks, your employment may be terminated.

On behalf of the Ministry, I extend to you a sincere welcome and trust that we will have a mutually rewarding relationship.


Yours sincerely

Withheld under sections 6(c), 9(2)(a), 9(2)(j)



Andrew Jackson
Acting Chief Executive

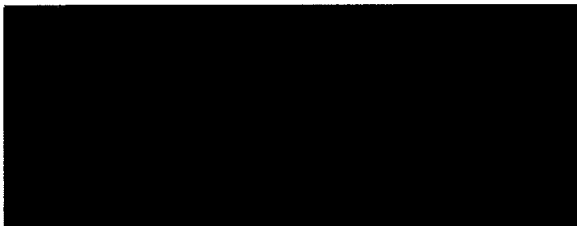
Acceptance of Offer

I  acknowledge that I have read, understood and accept the conditions of this offer of employment and the terms contained in the enclosed employment agreement.

I acknowledge that I have had the opportunity to take independent advice prior to accepting this offer. I also declare that all information I have provided to the Ministry in support of my application for employment is true, correct and complete. I understand that this information is material to the Ministry's decision to employ me and that I may be dismissed if I have provided any untrue, incorrect or incomplete information.

I ~~consent~~ / do not consent to the Public Service Association being informed that I have entered into this agreement.

I have received a copy of the State Services Code of Conduct and agree to abide by it.



5 - 7 - 15
Date

NOTE: Please return one original letter. Keep a copy for your records.

Withheld under section 9(2)(a)

[REDACTED]

From: [REDACTED]
Sent: 07 October 2015 13:12
To: [REDACTED]
Subject: ROI Response for Organisational Development Transition and Technology Services
Attachments: MOT- ROI Response Oct2015.pdf

Please find attached a completed ROI Response form for OD Transitional and Technology Services.

Kind regards

Liz

Contract

Withheld under section 9(2)(b)(ii)

- to join with

Registration Response Form

In response to the call for Registrations of Interest

by: Ministry of Transport

for: Organisational Development Transition and Technology Services

Date of this Registration: 11 September 2015



**Supplier
tips**

Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means '*a person, organisation, business or other entity that submits a Registration in response to the ROI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Registration*'. Definitions are at the end of ROI Section 6.

1. About the Respondent



Supplier tips

- The section gives the Buyer basic information about your organisation and identifies your Point of Contact for the duration of the ROI process.
- If an item is not applicable e.g. you do not have a registered office, complete the box by stating 'not applicable'.
- If you are submitting a joint or consortium Registration complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your joint/consortium Registration.

Our profile

Choose one of these statements to complete, and delete the others

This is a Registration of interest by Elizabeth Williams (the Respondent) alone to supply the Requirements.

Item	Detail
Trading name:	Elizabeth Williams
Full legal name (if different):	n/a
Physical address:	
Postal address:	
Registered office:	n/a
Business website:	n/a
Type of entity (legal status):	sole trader
Registration number:	n/a
Country of residence:	New Zealand
GST registration number:	

Our Point of Contact

Item	Detail
Contact person:	Liz Williams
Position:	Principal Advisor
Phone number:	
Mobile number:	
Email address:	

2. Response to the Requirements



Supplier tips

- In this section you are asked to provide your response to our Requirements (ROI Section 2) by demonstrating your organisation's ability to meet our conditions and criteria (ROI Section 3: Our Evaluation Approach). Carefully read ROI Sections 2 and 3 before completing this part.
- If there is anything that you do not understand ask our Point of Contact to clarify.
- If any information you provide is commercially sensitive to your organisation you must let the Buyer know. Please mark the information 'commercially sensitive' or 'Confidential Information'. It is not acceptable to render this whole document confidential unless this is truly the case. The Buyer has a duty to protect Confidential Information subject to the exceptions in the ROI-Terms (Section 6).
- If some of an answer is in another document e.g. a marketing brochure, copy and paste the relevant extract into this Registration. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Registration.
- You may include information not specifically requested by us in your Registration. But only if it adds value and is relevant to our Requirements.

Pre-conditions



Supplier tips

- You must be able to answer 'yes' to the pre-condition(s). Make sure you are able to verify that this is the case, if asked.
- 'Yes' means that you can currently meet the pre-condition. It does not mean that you are planning to, or intend to at some time in the future.
- If you cannot answer 'yes' to the pre-condition(s), your Registration will not meet the basic Requirements and will be declined.

#	Pre-condition	Meets
	There are no pre-conditions applying to this Registration of Interest	N/A

Overview of our solution

We ask that applications set out relevant experience, skills and qualifications for the role. We do not require applications to describe a project methodology or to provide a proposed project plan. The project team has developed a working project plan, which will be discussed and reviewed with the incoming Project Director.

Questions relating to the evaluation criteria



Supplier

- Here you are asked to answer questions relating to the evaluation criteria. Your Registration will be scored against your answers to these criteria. Aim to give answers that are relevant, concise and comprehensive.
- Consider the % weighting for each criterion. The higher the weighting the more

tips	<p>important it is. Take the weightings into account in deciding how much detail to include.</p> <ul style="list-style-type: none"> • If you have made any assumption about the Requirements or delivery, clearly state the assumption. • There may be several questions that relate to one criterion. If these questions are not individually weighted assume that they are of equal importance. • Applicants may not need to have experience in ALL facets of this ROI – those applicants with capability in some areas but not all, can still express interest
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1. Applicant will be highly experienced in programme planning and programme management	High
<p>I have worked at various public sector entities, including <u>MoT</u>, Transport Sector, MBIE, ACC, MoH and highly experienced in planning and PMO duties.</p> <p>Have a proven history providing cost effective programme management with a commitment for best in class' service. I pride myself on being a one-stop consultant/Contractor, coherent programme designer with efficient off site operations.</p>	
2. Applicant will have experience in, and knowledge of, the transport sector, and the business drivers and culture of the Ministry of Transport in particular	High
<p>Working with two consultancy businesses, I have a good knowledge of the transport sector, and working at the Ministry of Transport in particular. Many years ago I led change management projects, and more recently have assisted with the current organisational development delivery. I am aware of the challenges and opportunities at the Ministry. I have conducted analysis on the entire project management approaches of the OD portfolio and delivered solutions to the previous and current OD General Manager.</p>	
3. Applicant will have experience in business transformation and change management	High
<p>The focus of my delivery over the last ten years has centred on change leadership. On a daily basis I develop roadmaps, technologies, systems and evidence based practices that help produce the end results. I teach change leadership for project managers, design and deliver training (<u>LMS/EMS</u>) materials as well as assisting GMs/CEO's to apply a change centric approach.</p>	
4. Applicant will have experience in collateral development – digital and print	Medium
<p>I prefer to outsource additional collateral development, particularly if clients want system structure and layout advice. I find it is more efficient and cost effective, I build the anticipated costs into quotes provided. I have experience developing basic visual design, have delivered campaigns and, product landing pages, marketing materials.</p>	

5. Applicant will have experience in communications planning	Medium
<p>I bring extensive experience in communication, planning and delivery across the transport sector. Personally I am known for highly effective communications (oral and written) and being an accomplished relationship manager at a senior level.</p> <p>I believe communications has a huge impact on the way change leadership and general organisational development is delivered. We are all in the relationship business and communication is the glue that holds it all together!</p>	
6. Applicant will have experience in technological change implementation including training & development	High
<p>Learning and development is a key deliverable I have achieved over recent years at the Ministry of Transport; technological change, less so. Learning and development is fundamental to business growth, creating more efficient production methods all round. I draw up training plans, materials, policy and work up training options on line and via class room format, with in house training options. I delivered striving for excellence which was utilised across the transport sector.</p>	

going to find
Assumptions

Please state any assumptions that you have made in relation to the Requirements.

None

3. Our declaration



Supplier Tips

- Here you are must answer questions in making a formal declaration.
- Remember to select 'agree' or 'disagree' at the end of each row. If you don't you will be deemed to have agreed.
- Remember to get the declaration signed by someone who is authorised to sign and able to verify each of the elements of the declaration e.g. chief executive or a senior manager.
- If you are submitting a joint or consortium Registration each Respondent (supplier involved in the joint bid or consortium) must complete a separate declaration.

Respondent's declaration

Topic	Declaration	Respondent's declaration
ROI Process, Terms and Conditions:	I/we have read and fully understand the ROI, including the ROI Process, Terms and Conditions (shortened to ROI-Terms detailed in Section 4, as amended by Section 1, paragraph 1.6. if applicable). I/we confirm that Respondent/s agree to be bound by them.	agree
Collection of further information:	<p>The Respondent/s authorises the Buyer to:</p> <ul style="list-style-type: none"> a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client b. use such information in the evaluation of this Registration. <p>The Respondent/s agrees that all such information will be confidential to the Buyer.</p>	agree
Requirements:	I/we have read and fully understand the nature and extent of the Buyer's Requirements as described in Section 2. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	agree
Ethics:	<p>In submitting this Registration the Respondent/s warrants that it:</p> <ul style="list-style-type: none"> a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any 	agree

representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the ROI

- c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.

Conflict of Interest declaration:

The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Registration, or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the procurement process the Respondent will report it immediately to the Buyer's Point of Contact.

agree

Details of Conflict of Interest: 'not applicable'.

DECLARATION

I/we declare that in submitting the Registration and this declaration:

- a. the information provided is true, accurate and complete and not misleading in any material respect
- b. the Registration does not contain Intellectual Property that will breach a third party's rights
- c. I/we have secured all appropriate authorisations to submit this Registration, to make the statements and to provide the information in the Registration and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Registration may result in the Registration being eliminated from further participation in the ROI process and may be grounds for termination of any Contract awarded as a result of the ROI.

By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature:

[Redacted Signature]

Full name:

ELIZABETH WILLIAMS

Title / position:

Principal Advisor

Name of organisation:

ELIZABETH WILLIAMS CONSULTING

Date:

6-10-15

OD Transitional Services ROI – October 2015 – Response Evaluation

Respondent	1. Experience in programme planning and programme management (HIGH)	2. Experience and knowledge of the transport sector and MoT (HIGH)	3. Business transformation and change management (HIGH)	4. Collateral development - digital and print (MID/HIGH)	5. Communications planning (MID/HIGH)	6. Technological change implementation including training and development (HIGH)
[Redacted]						
*10 Iz Williams	starting ✓	✓ strong	change ✓ leadership	X poor	✓ transport reference	✓ LAD Reg for CD back BL
[Redacted]						

✓ – great
 – – OK
 X – weak

* contracts to proceed

Contract for Services
Ministry of Transport
 TE MANATŪ WAKA
Transition and change/project support**Contract No.15/16-013****The Parties****MINISTRY OF TRANSPORT****(Buyer)**

Level 6, 89 The Terrace

Wellington 6140

and

Elizabeth Williams**(Supplier)**

GST Registration / Company No:

The Contract**Agreement**

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

The documents forming this Contract are:

- | | |
|---|-------------------|
| 1. This page | Page 1 |
| 2. Contract Details and Description of Services | Schedule 1 |
| 3. Standard Terms and Conditions | Schedule 2 |

 GMC Form 1 SERVICES | Schedule 2 (2nd Edition) available at: www.procurement.govt.nz

4. Any other attachments described at Schedule 1.

How to read this Contract

5. Together the above documents form the whole Contract.
6. Any Supplier terms and conditions do not apply.
7. Clause numbers refer to clauses in Schedule 2.
8. Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer:**

(signature)

For and on behalf of the **Supplier:**

(signature)

name: Joanne Harrison**name:** Liz Williams**position:** General Manager Organisational Development**position:** Contractor**date:** 9/10/2015**date:** 10/10/2015

Schedule 1

Contract Details and Description of Services

Start Date	2 November 2015	Reference Schedule 2 clause 1
End Date	ongoing	Reference Schedule 2 clause 1

Contract Managers Reference Schedule 2 Clause 3		Buyer's Contract Manager	Supplier's Contract Manager
	Name:	Joanne Harrison	Liz Williams
	Title / position:	General Manager Organisational Development	Contractor
	Phone:		
	Fax:		
	Email:		

Addresses for Notices Reference Schedule 2 Clause 14		Buyer's address	Supplier's address
	For the attention of:	Joanne Harrison	Liz Williams
	c.c. Contract Manager		
	Delivery address:	89 The Terrace Wellington	
	Postal address:	P O Box 3175 Wellington 6140	
	Fax:		
	Email:		

Supplier's Approved Personnel Reference Schedule 2 Clause 25		Approved Personnel
	Name:	Liz Williams
	Position:	Sole Contractor
	Specialisation:	N/A

Description of Services
<p>Services and Deliverables</p> <p>Services are summarised below and will be subject to mutually agreed briefs throughout the engagement.</p> <p>The supplier will provide advisory and administrative support to General Manager Joanne Harrison throughout the change period. The summary of delivery will change from time to time and flexibility will be required.</p> <ul style="list-style-type: none"> • New and existing Chief Executive transition: <ul style="list-style-type: none"> ○ Interactive welcome information ○ Internal communications ○ External communications ○ Organisational design and structuring with the new CE • Knowledge systems transition management <ul style="list-style-type: none"> ○ Project management services ○ Business analysis services ○ Learning and development services ○ Backfilling roles ○ Change management

Supplier's Reporting Requirements Reference Schedule 2 clause 5	Report to	Type of report	Due date
	Joanne Harrison Warren Smith Megan Kitchener	Status/progress update including risks and obstacles	Fortnightly following commencement date

CHARGES: The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Fees Reference Schedule 2 clause 3	The Supplier's Fees will be calculated as follows: <ul style="list-style-type: none"> Only mutually agreed hours and effort are billable Hourly rate of \$110/hr + GST
Expenses Reference Schedule 2 clause 3	If mutually agreed in writing
Daily Allowance Reference Schedule 2 clause 3	If mutually agreed in writing

Invoices
Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:
Last business day of each month, for payment by the 20th of the following month

Address for invoices Reference Schedule 2 clause 3		Buyer's address
	For the attention of:	
	Physical address:	Level 6, 89 The Terrace, Wellington
	Postal address:	P O Box 3175, Wellington 6140
	Email:	

Insurance
Reference Schedule 2 Clause 8.1

INSURANCE: (clause 8.1 Schedule 2)
N/A – Exemption to be granted

Changes to Schedule 2 and additional clause/s

SCHEDULE 2 of this Contract is amended as follows:

Remove 2.4 b as the Buyer (not the Seller) shall provide all equipment necessary to deliver the Services

Remove 8.1 a and 8.1 b, as insurance will be exempted

Reword 11.2 to remove 11.2 a and 11.2 b, and to state only: 'At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract by giving 20 Business Days Notice'

Attachments Reference Contract documents described at Page 4	Personnel Confidentiality Undertaking
--	---------------------------------------

Personnel Confidentiality Undertaking
(clause 13.3)

To: Ministry of Transport
89 The Terrace
Wellington

Supplier: Elizabeth Williams

Contract Number: 15/16-013

I, _____, of _____, Wellington, have been engaged by the Supplier in relation to the provision of the Services to the Ministry of Transport (the **Buyer**) as set out in the Contract for Services dated _____ between the Buyer and the Supplier.

Confidential Information: I acknowledge and agree that:

- (a) in the course of my performing the Services for the benefit of the Buyer, I will receive or have access to information relating to the Buyer's business, whether or not identified as confidential information (subject to the following sentence) (**Confidential Information**). Confidential Information does not include any information previously known to me (other than under an obligation of confidence to the Buyer), or that is public knowledge or that is rightfully received by me from a third party who is itself not under an obligation of confidence to the Buyer;
- (b) I will:
- (i) keep the Confidential Information confidential at all times and, unless agreed otherwise by the Buyer in writing or as required by law, will not disclose or provide access to, communicate, copy, make available or re-supply any Confidential Information or use the Confidential Information for any purpose other than enabling the Supplier to provide the Services;
 - (ii) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons, and keep the Confidential Information under my control.

Name:

Title:

Date:

3730

9

Joanne Harrison

Subject:

FW: Offer letter

-----Original Message-----

From: [REDACTED]

Sent: Wednesday, 21 October 2015 2:13 p.m.

To: Joanne Harrison

Subject: Offer letter

ENTERED

29/10/15

Hi Jo

Further to meeting both you and [REDACTED] early October, I can confirm my final day covering [REDACTED] will be Friday of this week. Please inform the Ministries payroll departments concerned, no further payment is due in salary or other expenses.

Now, we all discussed some temporary assistance in the form of proofing, research, and report writing going forward - Jo, thank you for the provisional offer from the Ministry of Transport. Is this going to be a new fixed term offer, as there will be a gap of a week where no salary is required?

I can agree to one day per week, from 30/10/15 to 30/10/16 subject to the agreement of Human Resources. I understand that the staff were unavailable at the time you sent the letter to me Jo. Please confirm if the offer stands? I have signed and returned the letter to [REDACTED]

As discussed, I do not require equipment, desk, or any home office, thank you, the email address correspondence is all that is required at this stage. I must reiterate, I am not able to work full time but I am flexible to meet your needs any day of the week.

I will post you a signed book, as promised. I am nearing the end of another gripping crime drama, hence one day commitment only at this stage.

I look forward to hearing back from you, and meeting you both again next week. [REDACTED] is a wonderfully gentle character.

I would like to express my sincere thanks for the opportunities presented over recent times, I shall endeavour to continue my support going forward.

[REDACTED]

10-



Ministry of Transport
TE MANATŪ WAKA

To: Martin Matthews	MEMORANDUM
From: Jo Harrison	
Date: 28 October 2015	
Through: [REDACTED]	

Subject: Short fixed term contract

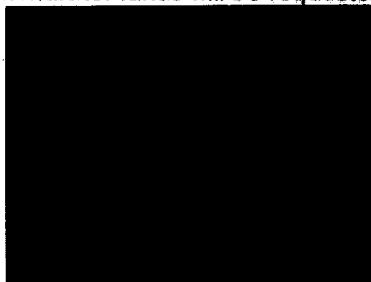
With the upcoming delivery of the Futures work, the Ministry has an ambitious programme of publications, stories, and content for a new website, all being written in a condensed period of time. As with all of our work, it is important that the material is of high quality, tells the right stories with the right structure and right style/tone for their intended audience. Assistance with writing and 'massaging' the content will be important before 'go-live'.

As shared-custodians of our external publications and work, OD looks to provide resources to ensure quality. [REDACTED] has moved on to [REDACTED] and the external quality review pool was disbanded some months ago. The Engagement and Communications team, whilst heavily involved in the logistics of the Futures work, will not have capacity or capability to re-write, structure and review the upcoming content within the condensed timeframes.

We have successfully used two writers in the past to supplement our capability, I intend to hire two writers rather than use them as contractors, on a 12 month fixed term, one day per week, total salary of [REDACTED]. I will utilise some of the salary from [REDACTED] departure. This will not affect the current budget and no further funds will be requested.

Regards

Jo Harrison
GM Organisational Development



I need an employee
Personal Details
Form completed
Start date maybe
9/11/2015
Specific day working

Approved/~~Not Approved~~

Martin Matthews
Chief Executive

www.transport.govt.nz

HEAD OFFICE: PO BOX 3175, Wellington 6140, New Zealand. TEL: +64 4 439 9000, FAX: +64 4 439 9001

AUCKLAND OFFICE: NZ Government Auckland Policy Office, PO Box 106 238, Auckland City 1143, New Zealand. TEL: +64 9 985 4827, FAX: +64 9 985 4849



Ministry of Transport
TE MANATŪ WAKA

3742/2.

29 October 2015

ENTERED



I am pleased to offer you fixed-term part-time employment with the Ministry of Transport ("the Ministry"). Your offer of employment is on the terms contained in this letter and the Ministry's collective agreement.

Position: Writer – OD Group

Location: Wellington

Employment Category: Fixed-term / Part-time

Fixed Term: Monday 9 November 2015 – Friday 11 November 2016

Reason for fixed-term: The reason for the employee being employed on a fixed-term basis is to provide writing assistance to the Organisational Development Group whilst future requirements for the OD Group are assessed.

Annual Leave: Four weeks per annum (on a pro rata basis)

Ordinary hours of work: You will work one day per week (every Monday – for a total of 8 hours) ✓

Total Remuneration: [Redacted] (on a pro rata basis for period worked) – the Ministry's employer contributions to your superannuation (if any) are paid as **part of** your total remuneration, rather than in addition to it. This means that:

- if you are a member of KiwiSaver, this sum is inclusive of any compulsory employer contribution that the Ministry is required to make to your KiwiSaver under the KiwiSaver Act 2006; or
- if you are a member of SSRSS, this sum is inclusive of the Ministry's agreed employer contribution to SSRSS.

Your remuneration will be paid fortnightly by direct credit into your nominated bank account.

KiwiSaver

All new staff are automatically enrolled in KiwiSaver at the rate of 3%. Contributions will continue to be deducted each payday unless you opt out. You have eight weeks after commencement of employment to decide if you wish to remain a member of KiwiSaver.

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AUCKLAND OFFICE: The New Zealand Government - Auckland Policy Office, PO Box 106 238, Auckland City 1143, New Zealand. TEL: +64 9 985 4827. FAX: +64 9 985 4849



Ministry of Transport

TE MANATŪ WAKA

This agreement may be terminated by either party giving one week's notice in writing, with payment of salary for work carried out by the employee being paid up to the date of termination only, unless otherwise required by law. The employer may elect to pay the employee the equivalent part, or all, of his ordinary base salary in lieu of notice for any part of that notice period and not require the employee to attend work during that time.

This position is covered by a collective agreement between the Ministry and the Public Service Association (PSA).

Members of the PSA are automatically bound by the terms of the collective agreement between the Ministry and the PSA. Please advise People and Development if you are a member of the PSA. You may choose to become a member of the PSA at any time, in which case you will then be bound by the collective agreement between that union and the Ministry. If you are bound by the collective agreement, additional terms and conditions may be agreed between you and the Ministry that are not inconsistent with the collective agreement.

If you are not a member of the PSA, for the first 30 days of your employment with the Ministry, you will be employed under an individual employment agreement based on the same terms and conditions as contained in the collective agreement plus any additional terms agreed between you and the Ministry that are not inconsistent with the collective agreement. This is required under the Employment Relations Act 2000.

After 30 days, if you are not a member of the PSA your individual employment agreement can be varied by mutual agreement between you and the Ministry. If no variations are made, your terms and conditions will continue unaltered.

The organiser for the Public Service Association is [REDACTED]

Entire Agreement

The offer of employment as contained in this letter is a full record of the agreement between you and the Ministry of Transport and supersedes any previous agreements or discussions. Any changes to any of these terms will need to be agreed in writing.

Acceptance of Offer

Please take your time to consider this offer. You are entitled to seek independent advice regarding these terms. Should you wish to discuss any aspect of this offer, please do not hesitate to contact Joanne Harrison on [REDACTED].

If you wish to accept this offer, please sign the following section and declaration on the enclosed copy of this letter and return it to [REDACTED] in our People & Development Team within ten days of receipt of this letter (at which time the offer will lapse). You may be required to undergo police and/or security vetting for this position. Should this be required and you fail to successfully obtain appropriate checks to the Ministry's satisfaction, your employment may be terminated.



Ministry of Transport
TE MANATŪ WAKA

On behalf of the Ministry, I extend to you a sincere welcome and trust that we will have a mutually rewarding relationship.

Yours sincerely

Jo Harrison
GM Organisational Development

Acceptance of Offer

I, [REDACTED] acknowledge that I have read, understood and accept the conditions of this offer of employment and the terms contained in the enclosed employment agreement.

I acknowledge that I have had the opportunity to take independent advice prior to accepting this offer. I also declare that all information I have provided to the Ministry in support of my application for employment is true, correct and complete. I understand that this information is material to the Ministry's decision to employ me and that I may be dismissed if I have provided any untrue, incorrect or incomplete information.

I ~~consent~~ / **do not consent** to the Public Service Association being informed that I have entered into this agreement.

I have received a copy of the State Services Code of Conduct and agree to abide by it.

29/10/15
Date

NOTE: Please return one original letter. Keep a copy for your records.

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HEAD OFFICE: PO Box 3175, Wellington 6140, New Zealand. TEL: +64 4 439 9000, FAX: +64 4 439 9001

AUCKLAND OFFICE: The New Zealand Government - Auckland Policy Office, PO Box 106 238, Auckland City 1143, New Zealand. TEL: +64 9 985 4827, FAX: +64 9 985 4849

To: Liz [REDACTED]
From: Joanne Harrison
Sent: Mon 9/11/2015 9:47:30 p.m
Subject: RE: Oct - Invoice
MAIL_RECEIVED: Mon 9/11/2015 9:47:30 p.m

Thanks so much and thanks for stepping in with the HR support, given our current circumstances I am very grateful for your additional work and kind support.

See you soon

Regards

Jo

From: Liz [REDACTED]
Sent: Monday, 9 November 2015 3:01 p.m.
To: Joanne Harrison
Subject: Oct - Invoice

Hi Jo

Attached is the invoice for October.

Kind regards

Liz



To: MLT	MEMORANDUM
From: Clif Corbett	
Date: 4 December 2015	
Through: Martin Matthews, David Bowden	

Subject: Compliance Report: July 2014 – June 2015 Survey

This memorandum reports on the compliance survey undertaken during July/September 2015. The reporting period covered by the survey is 1 July 2014 to 30 June 2015. The survey utilised the ComplyWith survey program.

The conduct of a compliance survey is undertaken to meet the requirement of the Audit Office that there be a mechanism in place for monitoring the Ministry's compliance with its statutory obligations, and to alert management to issues of sub-optimal compliance. Consequently the Audit Office takes a close interest in the results of the survey.

Executive Summary

In general the latest survey shows a continued high level of compliance, and no major issues are apparent from the survey responses

There are persistent instances of less than full compliance in relation to the timing of decisions on Official Information requests.

There is also widespread uncertainty as to the existence, status or contents of a Ministry Business Continuity Plan.

Conduct of survey

The positions requested to complete the survey are managerial positions. In addition there is one other staff member included in the survey, [REDACTED] on account of his responsibilities for Milford Aerodrome.

Responses were received from all survey recipients apart from Organisational Development (only 17% complete).

An extract report showing compliance level ratings and related comments (but excluding N/A and "Full" ratings) is attached for reference.

The survey –

- (a) covers the legislation that materially applies to the Ministry's operations. In addition to legislation, the survey includes questions in relation to compliance with procurement requirements, and to oversight of the Crown entities,

- (b) is directed at the positions within the Ministry that are considered best placed to answer the questions. Where appropriate, the same questions are directed at more than one position;
- (c) has a pre-set range of available response levels. The possible response levels comprise: N/A; None (0-25% compliant); Low (26-50% compliant); Medium (51-75% compliant); High (76-99% compliant); and Full (100% compliant). Explanatory comments are mandatory for all levels except N/A and Full.

Analysis/discussion of results

(a) *Contract Documentation*

Work commencing before contract signed

- (i) There were 2 reported instances of non-compliance within an overall context of "full" compliance.

(b) *Timing of decisions on Official Information requests*

This relates to the provision of a response within the 20 working day deadline. There continues to be generalised reporting of missed deadlines against an overall "medium" level of compliance. [REDACTED]

(c) *Business Continuity Plan*

Responses generally reveal considerable uncertainty as to the existence or status of a Business Continuity Plan. Some responses assume that there is a BCP in force that is being complied with, while other responses are of the view that a BCP is under development only.

(d) *Copyright*

Responses rate compliance in respect of copyright from "low" to "high", noting reservations regarding presentations using copyright materials.

(e) *OD survey response*

The gap in the survey information that has resulted from the incomplete OD survey is unfortunate as the questions allocated to OD address a very significant proportion of the compliance obligations that apply to the Ministry. Although extra time has been granted to allow for completion, this has not affected the outcome.

Comparison with previous survey results

The item in (b) continues to be the principal area of less than full compliance.

Actions taken subsequent to previous report

The following actions were taken to address the matters revealed by the previous survey as requiring remedial attention:

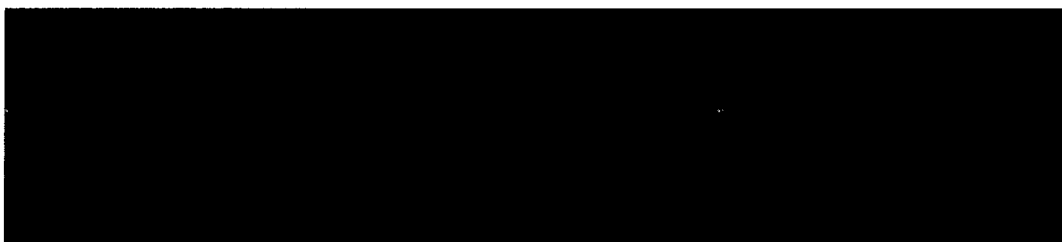
- (a) Contract documentation.

(i) A revision of the Procurement Policy that takes account of the new Government Rules of Sourcing has been issued. Another objective of the revision has been to make the Policy more user-friendly and coherent in its presentation. To assist with this, a high-level overview of the Policy has also been placed on the intranet, with links to relevant templates.

(ii) The Organisational Development issue (numerous instances of invoices received and paid in circumstances where no written contracts existed for the services in question) was the subject of discussions at senior management level. Specifically, a recommendation was made that where it is not considered feasible to comply with standard procedures (for example for confidentiality reasons), there be a discussion with the Chief Executive or the Chief Legal Adviser before work commences, and a written record made of the justification for non-compliance. Assurances were given that the proper processes would be observed in future.

(iii) The supplier pro forma contract issue [REDACTED] has been addressed through Legal working with relevant staff to encourage them to send signature copies of all minor pro forma supplier contracts to Legal so that they can be recorded in the appropriate databases.

(b) Timing of decisions on OIA requests:



(c) Protected Disclosures.

The intranet protected disclosures guidance was re-issued in February 2015.

(d) Copyright.

The intranet copyright policy was re-issued in March 2015.

Proposed actions

The following actions are proposed to address the matters revealed by the latest survey as requiring remedial attention:

(a) *Contract documentation*

There has been a recurrence of contracting non-compliance in the Organisational Development area. This is of concern, especially in the wake of the actions and understandings that resulted from the breaches in 2014. Although action has been taken to restructure the proposed future work into discrete groupings and to apply proper procurement processes to those groupings, the actual breach of the GETS requirements is irretrievable. The issue is not lack of awareness of the existence of the Ministry's procurement policy as this has been discussed previously. Moreover, several staff in OD are well aware of the requirements and follow them routinely. However,

Legal has committed to undertake targeted procurement training to ensure that no-one involved or likely to be involved in procurement is unaware of the requirements.

(b) *Business Continuity Plan*

When the Plan has been updated, it needs to be widely promulgated within the Ministry so that all staff are made aware of their responsibilities and the actions to be taken in the event of the Plan being activated.

(c) *Copyright*

Engagement and Communications have signalled that work is being undertaken to provide full guidance to staff on seeking copyright permission for use of images in presentations and PowerPoints.

(d) *OD survey response*

The number of questions that come within the OD remit is very considerable. Consequently, resource to complete the survey is challenging. To ensure the survey continues to be meaningful, this needs to be addressed. Legal will offer to work with OD to devise some division of labour within OD so that the burden of completing the survey does not fall on any one person

Timing of next survey

The next survey will be in respect of the period 1 July 2015 to 30 June 2016, and will be conducted during July 2016.

Recommendations

It is recommended that –

- | | |
|--|----------|
| • MLT note the contents of this report | Yes / No |
| • The proposed actions be agreed | Yes / No |

Clif Corbett



Withheld under
sections 9(2)(a),
except where noted

From: Joanne Harrison [REDACTED]
Sent: Monday, 14 December 2015 5:06 p.m.
To: David Bowden
Subject: RE: Compliance survey/MLT paper on the compliance report

Thanks for your reply David.

Martin took time to explain the background of the survey at MLT today; it was useful to understand the context and reason why we do this.

I asked for the memo to be withdrawn from the MLT agenda and re-submitted at a later date when a few things were reconsidered, including the tone of the language.

Paragraph (a) (ii) states that numerous instances of invoices were received and paid with no written contracts in place – it is my understanding we had a contract in place. Withheld under section 9(2)(g)(i)

[REDACTED]

Paragraph (a) at the bottom of page 3 refers to breaches. I understood this to be the one case that we stopped as soon as it was raised. The contracts were allocated to [REDACTED] from legal and registered by [REDACTED]

The legal team have committed to deliver procurement training for some time; the only part I know about is when the OD group assisted with uploading/designing the intranet work explaining the process. I apologise if your team have delivered personal training, I may have missed it.

(b) BCP is around 90% complete and today has been handed to [REDACTED]. The shared services/collaboration avenue will be explored further with NZTA and others instead of delivering a pure MoT-only training or comms phase, under the assumption that our current draft will evolve to blend in to what the rest of the sector are doing.

(d) Survey response, resending emails and passwords with no dialogue or training has not worked for OD, and we failed to complete the survey. Ahead of the next survey, please may I ask for training/education for myself, [REDACTED] pointed out that [REDACTED] must have misunderstood the response and explanations, he suggested some things had different meanings, so it would seem further clarity would help all round.

MLT appeared to like the idea suggested of proactive briefings about the survey, rather than just email, with specific training (on definitions etc) and direct engagement (in person) to assist with any future challenges. Perhaps this could be considered in the proposed actions for their consideration?

Regards

Jo

From: David Bowden
Sent: Monday, 14 December 2015 10:40 a.m.
To: Joanne Harrison
Subject: RE: Compliance survey/MLT paper on the compliance report

Hi Jo,

Compliance reporting is designed to highlight for senior management how well the Ministry is complying with relevant legislation and policies.

Not completing the survey is obviously a problem, because compliance can't be demonstrated when no information is provided. Significant allowances were made to enable the survey to be completed, to no avail.

In relation to other comments about OD:

- Paragraph (a)(ii) on page 3 reports on what action was taken in relation to non-compliance highlighted in the previous compliance report. It simply says what was done and agreed.
- Paragraph (a) at the bottom of page 3 says that in this reporting period (1 July 2014 – 30 June 2015) there was a further instance of contracting non-compliance. This is the one we discussed a few months ago. The report then goes on to say that based on the assurances given in relation to the previous non-compliance it shouldn't have happened. Since then you have put the work on GETS and run a proper tender process (which is what you can report to your colleagues). Great that you have contracts in place for this work – although I think these should have been prepared by Legal. The only contracts that are prepared by HR are ones where the person is contracting as an individual and sitting in the Ministry, which, if I recall correctly, would not apply to this work.

The compliance report is not targeting you personally – it is simply reporting on where non-compliance occurs. The OD Group is where contracting non-compliance has occurred in the relevant period and that is what is reported.

Of course I am happy to discuss.

David

From: Joanne Harrison
Sent: Friday, 11 December 2015 5:27 p.m.
To: David Bowden
Subject: Compliance survey/MLT paper on the compliance report

Hi David

I have read the paper prepared for MLT, dated 4 December 2015, from Cliff, through you and Martin, regarding the compliance report.

There are parts of the report that I accept I need to learn from, especially the survey response. This is not acceptable and I take responsibility. I appreciate the consideration of some support to OD with this. [REDACTED] has always completed the report as they are the only ones that have access to the required information and systems. I am unsure what happened and I will look into this.

I am struggling to understand parts of the paper that specifically attack OD over contract documentation, in particular over proposed actions.

As previously stated, we agreed that the CE would be advised of confidential/sensitive contract issues, and this has taken place.

I understand in 2014 we had the breach that we discussed (the one that went over the \$100k) we stopped that contract after you raised the issue with Martin. We then used GETS, [REDACTED] evaluated all applicants, and we have contracts in place. They are recorded in the contract database; [REDACTED] was advised of this some time ago by [REDACTED]. We hold the contracts on file in HR. On the finance report we are GREEN as contracts are in place.

I disagree with the content and insinuation of the memo, it feels to be aimed directly at me, and I ask that this be moderated please. At no time has Cliff, or any member of the team, talked to me about this before committing to writing. I see the processes we have followed as being fully compliant. Perhaps I have missed something at our end; if I have then I am keen to know and work with you. I do not share the view Cliff has articulated and would appreciate discussing it with you please.

In response to the BCP comment, [REDACTED] has been the lead on this project, [REDACTED] is handing this over to [REDACTED] as he finishes next week. The BCP work ties in well with future shared services opportunities. I understand progress has been made; it is not visible to anyone just yet. We can progress this with [REDACTED] in the New Year.

Regards

Withheld under
section 9(2)(a)

Jo

Jo Harrison
General Manager
Organisational Development & Shared Services
Ministry of Transport – Te Manatū Waka



Ensuring our transport system helps New Zealand thrive

28 March 2016

Hi Jo

As discussed, just a quick note to say I am finishing up the retainer arrangement as of today.

I will leave it to you to cancel pay etc.

I have completed the outstanding paper, attached for you.

I hope you have a wonderful trip ahead, safe travel. Thanks for the opportunity, it has put my writing skills to good use.

Regards

[REDACTED]

[REDACTED]

give to :-

[REDACTED]

- to process for termination pay - thanks

Jo

[REDACTED]

