



MINISTRY OF SOCIAL DEVELOPMENT

Te Manatū Whakahiato Ora

**NON GOVERNMENTAL ORGANISATION
(NGO)
SOCIAL WORK STUDY AWARDS AGREEMENT**

BETWEEN

THE MINISTRY OF SOCIAL DEVELOPMENT

AND

«Employer_Agency_Name_Q1»

AND

**«Employee_First_Name_Q26_»
«Employee_Family_Name_Q25_»**

NON-GOVERNMENTAL ORGANISATION (NGO) SOCIAL WORK STUDY AWARDS AGREEMENT

This Agreement is between:

The Sovereign in Right of New Zealand acting by and through the Chief Executive of the **Ministry of Social Development (“the Ministry”)**

AND «EMPLOYER_AGENCY_NAME_Q1» (“EMPLOYER”)

AND «Employee_First_Name_Q26_» «Employee_Family_Name___Q25_» (“Employee”)

The Employee undertakes to complete the following course of study «Course_Programme_Q41_» (“the Course”) provided by «Education_Provider_Q41» (“the Provider”):

Background

- (a) The Non-Governmental Organisation Social Work Study Awards Programme (“the Programme”) aims to support Non-Governmental Organisation Employees who are seeking to complete a Course of Study in social work that is recognised by the Social Workers Registration Board as meeting the educational requirements for Social Worker Registration.
- (b) The Programme recognises that Non-Governmental Organisations typically have limited financial resources to support Employees in study and provides funding to assist Employees in their study. The long-term aim of the Programme is to achieve more positive outcomes for children, young people and their Whanau by increasing the qualification level and the skills and competence of the social services workforce.
- (c) The Programme is administered by Family and Community Services (FACS), a division of the Ministry.
- (d) The parties wish to record in this Agreement the terms and conditions upon which the Ministry will provide support to the Employer and the Employee.

Agreement

1 Conditional Offer

1.1 This Agreement is conditional upon the following conditions being met:

- a. confirmation from the Ministry that the Employee has successfully passed a Police and Ministry vetting processes; and
- b. confirmation from the Ministry that the Employee is enrolling in a recognised Course of Study;

AND the Ministry will be under no obligation under this Agreement whatsoever until these conditions have been met to the satisfaction of the Ministry.

2 Term of this Agreement

- 2.1 This Agreement will start on «Contract_Start_Date» and will expire on «Contract_Completion_Date». This term may be amended by agreement.
- 2.2 The continuation of this study award from one year to the next will be determined through the annual academic review process as outlined in clause 13 which will determine whether the student has sufficient study success to warrant further support.

3 Funding

- 3.1 The Ministry agrees to make a contribution towards the costs of study and will provide funding in support of the Employee's course of study as outlined below:
- a. **Course Fee Payment** –The Ministry will pay the Education Provider up to \$3,111.12 (GST exclusive), for course fees per academic year that the Employee is studying. The maximum payment per Employee over the total Course of Study is \$9,333.34 (GST exclusive).
 - b. **Student Support Payment** – The Ministry will pay the Employer a Student Support Payment of up to \$4,000.00 (GST exclusive) per academic year, for a maximum of three years. The maximum Student Support Payment per Employee over the total Course of Study is \$12,000.00 (GST exclusive).
 - c. **Final Placement Payment** – The Ministry will pay the Employer a Final Placement Payment of \$7,777.78 (GST exclusive) at the beginning of the Final Placement, providing that the Ministry is satisfied that this payment is warranted.

4 Other Support

- 4.1 The Ministry may reduce the Course Fee Payment where the total amount of the proposed Course Fee Payment plus any other financial support for course fees exceeds the actual costs of the course fees for any Academic Year.

5 Course of Study to be supported

- 5.1 The Employee is required to undertake a Social Work qualification that meets the educational requirements for Social Worker Registration, as determined by the Social Workers Registration Board. The Employee may be required to provide evidence of his or her ability to meet these requirements

6 Study Workload

- 6.1 The Ministry expects the Employee to undertake a study-load that is based on 50% of normal full-time study-load for that particular programme of study.
- 6.2 Where the Employee is undertaking a study-load that is significantly different to this, he or she must provide additional information to the Ministry to assist the Ministry in making a decision whether or not to continue to support the Employee.

7 Employee's Obligations

- 7.1 The Employee warrants that he or she has disclosed all material information through the application process.
- 7.2 The Employee undertakes to attend a "post selection workshop" hosted by the Ministry informing successful applicants about the Programme and their obligations.
- 7.3 The Employee undertakes to use his or her best endeavours to successfully complete his or her Course of Study.
- 7.4 For the duration of this Agreement the Employee undertakes to report all information that is material to this Agreement to the Programme Administrator. This includes the annual provision of academic results following the completion of study for that academic year.

8 Employer's Obligations

- 8.1. The Employer warrants that it:
 - a. has disclosed all material information through the application process;
 - b. will use the Funding under this Agreement solely and specifically for the purposes of supporting the Employee in his or her Course of Study;
 - c. will use its best endeavours to support the Employee to complete his or her Course of Study by providing the Employee with reasonable and sufficient support.
- 8.2 The Employer undertakes to attend a post selection workshop hosted by the Ministry to inform successful applicants about the Programme, and their obligations.
- 8.3 For the duration of this Agreement the Employer undertakes to report all information that is material to this Agreement to the Programme Administrator.

9 Ministry's Obligations

The Ministry undertakes to manage the Programme responsibly, ensuring that:

- a. the Employee and Employer are adequately informed about the Programme and their obligations during the Term of this Agreement;
- b. Employer or Employee issues are responded to and resolved within reasonable timeframes;
- c. Funding payments are made as specified in this Agreement.

10 Changes in Circumstances

Where there are changes in circumstances that may affect this Agreement, such changes shall be reported by either the Employer or Employee, as appropriate, to the Ministry as soon as possible.

11 Variation of this Agreement

- 11.1 This Agreement may be varied by written agreement between the parties. No variation will be binding unless signed by all three parties to this Agreement.
- 11.2. Where the Employee is changing Employers and providing that the Ministry is satisfied that the new employer meets the requirements of the Programme, the Ministry may, subject to the new employer becoming a party to this Agreement, seek to transfer the NGO Study Award to the new employer through a variation of this Agreement.

12 Suspension or Termination

- 12.1. The Ministry may, in its absolute discretion, suspend or terminate this Agreement, or withhold all or any part of the Funding, by providing the Employer and Employee with 10 working days written notice.
- 12.1. If the Ministry finds that the Employer and/or the Employee has committed a material breach of any term or condition of this Agreement, the Ministry may, in its absolute discretion, suspend or terminate this Agreement, or withhold all or any part of the Funding, by providing the Employer and Employee with 10 working days written notice.
- 12.1. Where the Ministry determines that the Employee has breached his or her obligations the Ministry may, at its sole discretion, seek to recover all or any part of the Course Fee Payment from the Employee; **and / or**
- 12.1. Where the Ministry determines that the Employer has breached its obligations the Ministry may, at its sole discretion, seek to recover all or any part of the Student Support and / or Final Placement Payment from the Employer.
- 12.2 Provided that the Ministry may at the Ministry's absolute discretion give the Employer and/or Employee a reasonable opportunity to remedy the breach. In these instances the Ministry may terminate this Agreement if the breach is not remedied to the Ministry's satisfaction by a date specified by the Ministry.
- 12.3 Where the Employee intends to change or changes employers, and the Ministry is not satisfied that the new employer meets the requirements of this Programme, the Ministry may terminate this Agreement.

13 Reviews

- 13.1 The Ministry will conduct an annual review of the Employee's academic results ("Academic Review").
- 13.2 The Ministry may, from time-to-time, conduct a review of the Employee's obligations as specified in this Agreement ("Employee Review").
- 13.3 The Ministry may, from time-to-time, conduct a review of the Employer's obligations as specified in this Agreement ("Employer Review").

14 Assignment and Subcontracting

The Employer cannot transfer or assign any of the Employer's rights or obligations under this Agreement without the Ministry's prior written approval.

15 Conflicts of Interest

The Employer and Employee both warrant that they have no actual or potential conflict of interest which will or which may affect their obligations under this Agreement, and agree to advise the Ministry if any such actual or potential conflict of interest arise during the term of this Agreement.

16 Privacy Act 1993

The parties agrees that information provided may be compared with information held by the Ministry of Education and the Tertiary Education Commission, in accordance with the Information Matching provisions of the Privacy Act 1993 and also may be compared with other information the parties have given the Ministry in relation to the Employee's student allowance and student loan applications. All Information provided by the parties will be held and used for the functions and purposes of the Ministry, including assessing the suitability of the Employee for the Program, administration and assessment of the Program and statistical and research purposes, including advice to Government.

17 Confidentiality

- 17.1 The parties agree to keep the details of this agreement and all shared information confidential.
- 17.2 The parties agree to not disclose details of this agreement to any third party outside their own organisation or to the general public without the other party's consent.
- 17.3 The parties acknowledge that the Ministry is subject to the provisions of the Official Information Act 1982 and may be required to disclose information pursuant to that Act. The parties should mark any information "Commercial: In Confidence" if they wish to protect specific commercial information. The Ministry does not guarantee, however, that such marked information will be protected from disclosure. The parties must immediately forward any request made under the Official Information Act 1982 received to the Ministry.
- 17.4 Neither party may make any public statement about the other party, this Agreement, or the Services without the other party's written consent in each instance. For the avoidance of doubt 'public statement' does not include the Ministry's reporting obligations or obligations to disclose information under the Official Information Act 1982.

18 Co-operation

The Ministry will co-operate with the Employer and Employee to ensure the successful performance of this Agreement under the terms and conditions specified in this Agreement.

19 Changes Following a Government Directive

The Employer and Employee accept that the Ministry is acting on behalf of the Government and must implement Government instructions. If there is a change of Government policy or a new Government instruction that materially affects the parties' rights and obligations under this Agreement, then the parties may agree between them how to vary this Agreement. If agreement under this clause is not reached between the parties within 14 days, then the Ministry may terminate the terms of this Agreement by giving the Employer and the Employee 5 days' written notice of any such termination:

20 Resolving Disagreements

If a dispute or difference arises, which cannot be resolved by agreement, the parties undertake to resolve the dispute or difference by using methods such as negotiation, mediation and conciliation. If after such process, agreement has not been reached then, with the agreement of all parties, an independent expert appraisal can be sought. In the event that the dispute cannot be resolved the dispute shall be dealt with in accordance with the provisions of the Arbitration Act 1996.

EXECUTION

At Wellington on the.....day of.....2010

Signed by _____

I have a delegation under section 41 of the State Sector Act 1988 to sign for the Ministry.

Signature

Date

Signed for and on behalf of the Employer by:

.....
[Print name and position]

Signature

Date

Signed for and on behalf of the Employee by

[Print name] Signature

Date

Notices for the **Ministry** shall be posted or delivered to:

Nominated Representative: Derek Howell
 Business Manager
 Family and Communities
 Ministry of Social Development (MSD)
Postal Address: P O Box 1556
 Wellington

Physical Address: Level 4
 Charles Fergusson Building West Block
 Bowen Street
 Wellington

Telephone: 04 916 3926
Facsimile: 04 917 5584