



20 June 2018

C95549

Ti Lamusse  
[fyi-request-7691-e6ee60ba@requests.fyi.org.nz](mailto:fyi-request-7691-e6ee60ba@requests.fyi.org.nz)

Dear Ti

Thank you for your request received via the FYI website on 23 April 2018 requesting information about a memorandum of understanding (MoU) between Corrections and Sustinnoworx. Your request has been considered under the Official Information Act 1982 (OIA).

Auckland Prison and Shakti Community Council Inc. (New Zealand) have signed an agreement to have prisoners turn two six-metre containers into opshops for Shakti's Sustinnoworx project in west Auckland.

Jeanette Burns, Corrections' Northern Regional Commissioner, and Farida Sultana, Founder and Director of Setac Sustinnoworx (Shakti's training arm and sustainable development wing) signed a memorandum of understanding (MoU) at Auckland Prison. Also present at the signing was architect Frank Tonetti, designer of the containers and Director of Auckland-based firm, Architettura Limited.

As explained in the press release, the conversion of these containers gives prisoners in the offender employment programme an opportunity to learn construction skills that can help them secure sustainable employment upon release. It also enables prisoners involved in the project to give back to the community in a meaningful way.

Once the repurposed containers are completed, Community Corrections community work teams will help install the structures.

In most employment activities, prisoners are trained by qualified instructors to New Zealand Qualification Framework standards. As well as gaining construction skills, prisoners can use the container modification work towards unit standards such as the New Zealand Certificate in Manufacturing Level 2.

Please find the answers to your questions below:

1. *I saw in a recent press release that the Department has signed an MoU with Shakti on its Sustinnoworx project. Please provide me with that MoU.*

Please find the MoU attached. Please note that some information has been withheld under section 9(2)(a) of the OIA to protect the privacy of individuals. The redactions are primarily staff names and contact details.

2. *Please provide me with the level of pay prisoners working on the container will receive.*

Corrections operate a Prisoner Incentive Framework, which outlines the provision of incentives to improve prisoners' work habits and participation in vocational training. The Framework provides for six levels of allowance of up to \$0.60 per hour, and most prisoners are encouraged to partake in 40 hours of engagement per week.

The allowance paid to prisoners through the Framework is not a salary or wage, but a small payment used to encourage prisoners to take part in activities that we know help with their rehabilitation and reintegration. The Framework exists to incentivise prisoners to engage in programmes that address the causes of their offending and to improve their employment skills, training and formal qualifications while they are serving their sentence to help them secure sustainable employment on release.

Prisoners will be paid in accordance with Corrections' Prisoner Incentive Framework. The incentive level the prisoner is currently on is what they will be paid whilst working on the project, so the level of pay will vary from person to person.

3. *Please provide me with the estimated number of work hours the project will take, and the number of prisoners employed in the project.*

The project outcomes and the timeframe requirements are set out in clause 5 of the MoU. However, they are intended as a guide only and are subject to change.

We estimate that about 10 to 20 prisoners will be involved in different aspects across the project and that prisoners will work approximately 6 hours per day.

I hope this information is helpful. If you have any concerns with this response, I would encourage you to raise these with Corrections. Alternatively you are advised of your right to also raise any concerns with the Office of the Ombudsman. Contact details are: Office of the Ombudsman, PO Box 10152, Wellington 6143.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Rachel Leota', with a long horizontal flourish extending to the right.

Rachel Leota  
National Commissioner

**CONTAINER MODIFICATION PROJECT  
MEMORANDUM OF UNDERSTANDING**

External Use

**Container Modification Project**

**Memorandum of Understanding**

**Between**

**Department of Corrections**

**And**

**Shakti Community Council Incorporated for (SETAC Ltd).**

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**DEFINITION OF TERMS**

**DoC:** Department of Corrections

**Shakti:** Shakti Trust

**Parties:** Department of Corrections and Shakti Trust

**OE:** Offender Employment

**Project:** Container Modification Project

**PROJECT CONTACTS**

**DEPARTMENT OF CORRECTIONS INFORMATION**

Title	Name	Email	Contact
Project Lead	S9(2)(a)	S9(2)(a)	S9(2)(a)
Communications	S9(2)(a)	S9(2)(a)	S9(2)(a)
Project Manager	S9(2)(a)	S9(2)(a)	S9(2)(a)

**SHAKTI TRUST INFORMATION**

Title	Name	Email	Contact
Project Lead	Farida Sultana	S9(2)(a)	S9(2)(a)
Communications	S9(2)(a)	S9(2)(a)	S9(2)(a)
Project Manager	S9(2)(a)	S9(2)(a)	S9(2)(a)

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## 1. Project Scope:

Shakti approached the DoC's Auckland Prison Offender Employment (OE) about a partnership to modify two containers into an opportunity shop. The shop would be sited in West Auckland as a way for the trust to generate revenue. This project provides OE the opportunity to train prisoners on a 'real world' project supporting the Department's goal of enhanced employability upon release.

The purpose of this MOU is specifically to align the process and requirements for the parties to achieve the modification of the containers with the support of Shakti.

## 2. MOU Outcomes:

This MOU will provide process and clarity around both parties' involvement in delivering a two twenty foot containers modified to the required standard within the agreed timeframe.

### DoC will endeavour to:

- Work towards the completion of the modification of the two 20ft containers according to the programme timeframes expressed in clause 5 of this MOU.
- Meet required timeframes for project completion.
- Will have responsibility for materials once it arrives to the site, until it leaves.
- Allow for access and review of material during the modification process at regular intervals by Shakti and their nominated specialists.
- Supply the following on-site consumables at no cost to Shakti:
  - Workshop consumables, power and water
  - Labour
- Keep an open and regular line of communication with Shakti

### Shakti will endeavour to:

- Provide input into delivery, and material requirements well in advance for planning and co-ordination of the project.
- Comply with all safety and security requirements as required when entering any of the prison sites.
- Provide support to DoC during the project around design process and any regulatory sign off required.
- Acknowledge that the DoC OE workshop operates within a custodial environment and that security concerns in running a prison have priority. This can impact the DoC ability to meet project deadlines.
- Provide necessary key off-site consumables at no cost to DoC, specifically:
  - 2 x 20ft Containers
  - All materials required for the modification and fit out of the two containers
- Arrange and provide transport to and from Auckland Prison for the two 20ft containers and all other materials required as part of the project.
- Arrange for and meet the cost of the pick-up and safe disposal of any waste materials created from the project.
- Ensure any necessary regulatory process is undertaken and that any consultant professionals are available to assist with this, specifically:
  - Architect Frank Tonetti
  - Engineer S9(2)(a)
  - A registered electrician to check and sign off all electrical wiring.
- Provide feedback/input into the programme in a timely manner so that any necessary changes can be made.
- Keep an open and regular line of communication with DoC.

### 3. Project Reporting & Engagement:

We will meet regularly at local levels to progress our working relationship. In particular, bi monthly reports will be provided from the respective Project Managers to the respective Project Leads covering plant production progress.

If a dispute arises between us, representatives will meet in good faith to resolve it as soon as possible. In the first instance, representatives will look to resolve issues between themselves. If no solution can be found, the matter will be referred to the Project Leads for guidance.

### 4. Project Risks:

The following risks are identified in achieving the MOU outcomes. Management of the risks will be undertaken by project managers with internal organisation reporting as required.

Risk Item	How is the risk monitored / managed
Insufficient funds / organisational resources	<ul style="list-style-type: none"> <li>• Project scope and outcomes aligned to budget and programme</li> <li>• Regular/timely communication and planning updates between parties</li> <li>• Tender off-site consumables for best price supply</li> </ul>
Containers not finished on time	<ul style="list-style-type: none"> <li>• Both parties follow programme timeframes</li> <li>• Regular/timely communication and planning updates between parties</li> <li>• Access provided for Shakti consultants to monitor and advice on project progress</li> </ul>
Scope changes	<ul style="list-style-type: none"> <li>• Record all project change requests in writing</li> <li>• Define implications of scope changes in terms of cost and programme delivery</li> <li>• Regular/timely communication and planning updates between parties</li> <li>• Internal organisation communications via project managers</li> </ul>
Poor communication	<ul style="list-style-type: none"> <li>• Communication document is established for regular updating</li> <li>• Internal organisation communications via project managers</li> </ul>
Poor weather slows progress	<ul style="list-style-type: none"> <li>• Shakti supporting consultants have regular access and review of project progression.</li> <li>• Regular/timely communication and planning updates between parties</li> </ul>
Change of Staff	<ul style="list-style-type: none"> <li>• Ensure key internal communications are maintained, and any key changes to staff are communicated to both parties</li> </ul>

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## 5. Project Outcomes:

The purpose of this section is to outline the phasing and delivery responsibilities for both parties to meet the timeframe requirements for the project.

The below dates are intended as a guide only and are subject to change in consultation with both parties.

### 5.1 Planning and coordination phase January 2018 to April 2018

- MOU signed
- All Shakti consultants have completed security clearance process

### 5.2 Delivery of containers and materials to site 18<sup>th</sup> April 2018

### 5.3 Container modification 18<sup>th</sup> April to 23<sup>rd</sup> May 2018

### 5.4 Pick-up from Auckland Prison and delivery to site.

## 6. Term:

This Memorandum of Understanding will take effect on the day of signing.

Either party may withdraw from this Agreement by giving 1 month's written notice to the other party about their intention to withdraw. This Agreement may be amended or varied by the persons authorised to sign the Memorandum of Understanding, by way of written agreement.

If not renewed, this agreement will expire one year after the signing date.

## 7. Attachments

- NIL

**AGREEMENT**

**MEMORANDUM OF UNDERSTANDING** dated the 15<sup>th</sup> day of *March* 2018

<http://shakti-international.org/shakti-nz/>




**PARTIES:**

1. SETAC Ltd (Member organisation of Shakti Community Council Inc).
2. Department of Corrections


**Signed:**

For DEPARTMENT OF CORRECTIONS

		Jeannette Burns
		Name:
		Regional Commissioner
Signature		Title:

**Signed:**

For SETAC Ltd.

		Farida Sultana
		Name:
		Council member (Shaksh)
Signature		Title:

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