



NEW ZEALAND
FOREIGN AFFAIRS & TRADE



New Zealand Ministry of
Foreign Affairs and Trade
Manuatu Aorere

4 June 2014

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Dear Alex Harris

Thank you for your Official Information Act request of 2 May, seeking information regarding the Head of Mission appointment process.

As we noted in our previous response to you, under the provisions of the *Foreign Affairs Act 1988* New Zealand Heads of Mission are appointed by the Governor-General on the advice of the Minister of Foreign Affairs.

In response to your specific requests:

- *Are positions advertised?*
Head of Mission positions are generally advertised internally within the Ministry.
- *Are there position descriptions?*
Yes, there are position descriptions for all Ministry positions.
- *The application process*
If a position is advertised then Ministry employees can apply for the position. On occasion, Ministry employees or others are nominated directly by the Minister.
- *The interview process*
As a position becomes vacant the Ministry may choose to interview suitable applicants. Interview panels generally include the relevant manager for the relevant region.
- *The decision process*
Once a decision is confirmed a written recommendation is submitted to the Minister for his consideration.

- *Are Ambassadors/High Commissioners/Consul-Generals employees of MFAT?*
Yes, Ambassadors/High Commissioners/Consuls-General and other New Zealand Heads of Mission are employees of MFAT.

Attached are:

- A generic Head of Mission Position Description
- Advertisement for a recent expressions of interest round in December 2013/January 2014
- A template Ministry of Foreign Affairs and Trade Individual Employment Agreement (IEA). (Note: staff across the Ministry use agreements of this nature – it is not limited to Heads of Mission.)

You will note that identifying material has been removed from these documents.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nick Markwell', written in a cursive style.

Nick Markwell
for Secretary of Foreign Affairs and Trade

Encl. 3

| | |
|----------|---------------------------------------------------|
| Title | Heads of Mission/Post and Deputy Heads of Mission |
| Expires | 10/12/2013 |
| Position | |

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Deputy Head of Mission

Applications sought

We are seeking applications for a number of Heads of Mission/Heads of Post (HOM/HOP) and Deputy Heads of Mission (DHOM) positions from suitably qualified people.

These roles are leadership roles which require skills and experience in people and change management, policy leadership, advocacy, and public diplomacy. Proven ability to represent New Zealand at senior levels off-shore is essential.

HOM roles are Ministerial/Governor-General appointments, whereas DHOM roles are Ministry appointments. Please note,

any Ministry staff member can apply for these roles and all applications will be considered equally.

Further information

Information on the key requirements for each role and the skills, experience, and qualifications required can be found in the individual position descriptions. You are encouraged to read the relevant Post Report and Business Plan available through Te Aka, GDM or from the Post directly.

The job bands for each role are available in the attached document and reflect the 2013 pay ranges. As people no longer go to Post on their current remuneration, we can not generate individual pay profiles. However, if there is a particular role in which you are interested, please send an email request to DM-HOM/HOP Director EOI's@mfat.govt.nz for indicative pay profiles stating your family configuration (e.g., Unaccompanied, Partnered, Partnered with Children). We will send you indicative profiles for 85% of the job band and 100% of the job band for the role in which you are interested.

Language training requirements are also outlined in the attached document.

Process

You will need to complete an EOI application form demonstrating your motivation and suitability for each role in which you are interested.

To streamline the process, we are asking those who were involved in the MBM reassignment process to signal their agreement that the shortlisting team (members of the Senior Leadership Team) have access to their assessment, and leadership and management competency interview information. Some people may be asked to participate in an interview to assess their competence for the role or complete some assessments.

Applicants should be aware that once selected there will be an expectation that they will move to the new post in accordance with Ministry business needs and Ministerial expectations. In the majority of cases, this will be determined by the intended finishing date of the current incumbent (listed in the attached document) as well as on the requirement for language training. Most of the changeover dates are in line with MBM decisions and will be in January 2015.

Please scan your signed EOI application form and email it together with your current CV to the DM-HOM/HOP/Director EOI mailbox by midday on Tuesday 10 December 2013.

For more detail **on the role**, please contact the relevant

Divisional Manager in the first instance. For questions regarding the **EOI process**, please contact:

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Position Description

| | |
|-------------------------|-------------------------------------------------------------|
| Position Title | Ambassador |
| Division/Post | - |
| Group | - |
| Reports to | Divisional Manager – - |
| Leadership | Leadership Development Framework at the Middle Leader level |
| Last Review Date | December 2012 |

About the Ministry

The Ministry of Foreign Affairs and Trade works to make New Zealand's voice heard overseas and contributes directly to the security and well-being of all New Zealanders.

Our vision is to give New Zealand an edge internationally.

Our mission is to create the conditions for New Zealand to thrive and to make its mark as a global citizen by:

- Being in the right places at the right time to actively drive new opportunities for New Zealand as well as to manage threats.
- Building connections at home and internationally that enable us to achieve more than we could alone.
- Taking a distinctively New Zealand approach, reflecting our diversity and heritage of integrity in foreign affairs.
- Maintaining the highest standards of professional excellence in diplomacy, trade negotiations, international development, and consular services.

Our values are professionalism, leadership, respect, collaboration, and innovation.

About the Position

The Ambassador is responsible for providing people and policy leadership, clear direction and expectation of performance for their post, and ensuring the post's strategic priorities are achieved.

Specifically, this position leads the achievement of the post's strategic priorities and high level outcomes as described below.

Delegations

The position is responsible for the management of a team of seconded direct reports , - other direct reports (- and locally engaged staff (LES).

The position's full delegations are set out in the Schedule of Delegations. These include:

Human Resources

- Recruitment of all staff including LES in compliance with local law

and Ministry policy.

Financial

- Operating budget
- Remuneration budget

Official Development Assistance

- Expenditure of available Official Development Assistance funds within prescribed limits.
-

Relationships

The position is required to build and maintain the following relationships:

Internal (within MFAT)

- Divisional Manager – - Division
- Group Deputy Secretary/Group Manager/Principal Adviser
- Direct reports
- Other MFAT staff, both onshore and offshore relevant to the delivery of the post's strategic priorities and high level outcomes.

External (outside MFAT)

- Host country Leadership, political advisers, government agencies, the armed forces - other high level officials, business (NZ and local, -), academia regional and international organisations and institutions , other diplomatic missions, media, and influential members of the New Zealand community at the post.
 - Other New Zealand government departments and agencies working in or with - .
 - Other diplomatic missions accredited to - .
 - New Zealand business and cultural representatives active in the New Zealand community in - .
-

Key Accountabilities

The following are the key accountabilities of this role which assist in delivering the Ministry's vision and mission.

Post-specific

- Lead post's engagement with the - government, civil society, , the business community, relevant international partners, and the New Zealand business community. Champion strengthening the NZ- - economic relationship through two-way goods and services trade and investment flows.
 - Influence the - government positions on key multilateral and regional issues.
 - Deepen cooperation with – in regional forums, including - .
 - Drive NZ Inc prioritisation and activities. Implement an annual 'NZ Week' in consultation with the post network.
 - Monitor and report on political developments, particularly their implications for New Zealand interests.
 - Lead management of the aid programme to deliver lasting benefits for - .
 - Build value bilaterally with - through innovative activities.
 - Manage post administration efficiently and in line with Wellington expectations and delegated responsibilities.
-

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- Contribute to New Zealanders' safety and well-being through rigorous consular oversight, support and through close liaison with like-minded.

Leadership

- Lead the post's delivery of its planned and agreed activity stream to deliver its strategic priorities and high level outcomes.
- Manage the post's programme of work to ensure that resources are appropriately distributed and managed within budget.
- Recruit, retain, and develop high performing staff to ensure the Ministry and post have the required level expertise and credibility.
- Demonstrate and lead a culture aligned with the organisation's values, goals, policies, and procedures.
- Manage staff so they are empowered to make decisions, while consulting on issues that need wider consideration.
- Ensure effective flow of information occurs both vertically and horizontally, within the post and with the post's supervisory division, other tasking divisions, and other NZ Inc. agencies.
- Build a strong team spirit and level of engagement, acknowledging team contribution and achievement as appropriate.
- Ensure the Performance Management Framework is implemented for self and team members, actively managing both strong and poor performance.
- Using the Learning and Career Development Framework, policies and programmes, identify and encourage team members to participate in learning and development opportunities.
- Formally coach and mentor team members by fostering high standards in the quality of outputs and ensuring a culture of learning, sharing experiences and constructively challenging thinking.

Relationship Management

- Ensure the post has and uses a clear map of relationships with decision-makers, policy-makers, thinkers, and influencers that advance the post's objectives. These may include Ministers, Senators and Congressmen, political advisers, senior officials of government agencies, and regional and international organisations and institutions, other diplomatic missions, influential members of the New Zealand community, and graduates from NZODA programmes. Local business leaders and New Zealand businesses will be key stakeholders.
- Ensure that the post's network is regularly reviewed and refreshed in light of developments in strategic priorities and political and economic context.
- Design and carry out representational activities to maximise development and maintenance of networks and contacts.

Policy Delivery

- Deliver and/or lead the delivery of policy on issues relevant to the post's planned and agreed activity stream to achieve its strategic priorities and high-level outcomes, identifying problems and leading

- processes for resolving them.
- Proactively search out and pursue opportunities for New Zealand within the scope of the post's agreed work programme.
 - Work to ensure a seamless NZ Inc. delivery of policy goals taking close account of the interests of key stakeholders.
 - Identify and pursue trade policy goals, working (as appropriate) with relevant post staff in the negotiation of trade access; facilitate and support New Zealand firms' take-up of trade and investment opportunities.
 - Contribute to developing well-rounded views on policy, including ODA, relevant to the post's strategic priorities and high-level outcomes, collaborating with the relevant divisions.
 - Encourage an environment where existing assumptions and policy approaches are regularly tested and challenged. Challenge current thinking and introduce new perspectives.
 - Lead the effective gathering of information, analysis, and reporting on issues relevant to the post's planned and agreed activity stream to deliver its strategic priorities and high level outcomes.
 - Complete rigorous review of post's advice and ensure quality of input.
 - Represent New Zealand in bilateral, regional, and international meetings and/or negotiations as required.

Advocacy

- Lead advocacy of New Zealand's interests and positions to - , and report to Wellington on outcomes.

Public Diplomacy

- Assist in the development and implementation of an effective, integrated programme of activities to strategically promote New Zealand's influence, including with agencies or organisations operating in - .

Visits and Events

- Manage the post's visits and events, working with the Visits and Event Logistics Unit and outsourced providers as required.
- Escort key high level visitors and ensure accurate reporting and effective follow-up.

Organisational Responsibilities

- Lead and take overall responsibility for the effective and efficient operation of the post, including staff management, financial oversight and post security.
- Lead the preparation and reporting requirements of the Ministry's accountability documents.
- Actively input into and support the Ministry's Strategic Framework.
- Lead the post's activity streams to achieve its strategic priorities and high level outcomes.
- Understand and apply the strategic context in which the post operates, including priorities and perspectives of the New Zealand Government, Ministers, partner agencies, and external stakeholders

such as New Zealand firms and NGOs doing business with, or operating in - .

- Support emergency response situations involving -
- Understand tikanga and Treaty of Waitangi principles, and have sufficient appreciation of Te Reo Māori to be able to apply the Ministry Māori dimension, underpinned by Ministry values, in a way that is relevant to the context of our business.
- Apply tikanga and Treaty of Waitangi principles, ensuring staff also have a good understanding and are able to apply the Ministry Māori dimension in a way that is relevant to the context of our business and underpinned by Ministry values.
- Oversee the post's input to the work of the Ministerial and Executive Servicing Unit.
- Foster strong working relationships with supervisory and other tasking divisions, and with relevant posts and NZ Inc. agencies.
- Oversee the post's consular and notarial responsibilities and provide high quality consular services to New Zealanders in all countries of accreditation including effective response to any consular emergencies.
- Identify, pursue and implement learning and development opportunities to build and deepen expertise as it relates to - strategic priorities and high level outcomes.
- Actively lead and promote Ministry health and safety policies and procedures.

Knowledge Management

- Contribute to the continuous development of the Ministry's knowledge base by using the Ministry's internal systems, sharing information and data with relevant internal stakeholders, including contributing to/presenting at internal learning and development opportunities.

Qualifications, Skills, and Experience

You must have the following qualifications, skills, and experience:

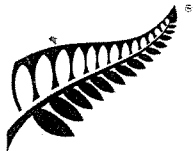
- Relevant post-graduate degree or conjoint/double under-graduate degree.
- Understanding at a strategic level, the political, economic and social structures - countries and the ability to apply this to high quality delivery.
- Understanding at a strategic level, the key opportunities and risks for New Zealand in its bilateral and regional relationships.
- A high level of leadership and management acumen. This includes:
 - Ability to bring out the best performance in others, including setting expectations, providing feedback, encouraging high performance, and addressing underperformance.
 - Ability to coach and develop people, to ensure that staff have the right skills to do their jobs well and progress in their careers.
 - Show the drive and resilience to lead proactively and deliver sustainable high performance.
 - Demonstrate the drive and ability to improve own capability - includes self-awareness and self-improvement focus.
 - Ability to lead, implement, and champion organisational change.

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- Ability to think strategically and contribute to group decision-making.
 - Ability to build, maintain, and leverage relationships with key internal and external contacts.
 - Excellent written and verbal skills with the ability to communicate issues and concepts clearly, succinctly, and with influence.
 - Demonstrated ability to build, maintain, and leverage relationships with key contacts and peers to secure influence for New Zealand.
 - Experience working with others to develop agreed solutions.
 - Well-developed planning and organisational skills, including the ability to prioritise tasks effectively and work under pressure.
 - Strong client focus, with the ability to communicate effectively with a range of people.
 - Demonstrated understanding of tikanga and Treaty of Waitangi principles and an appreciation of Te Reo Māori including being able to deliver a mihi and lead waiata.
 - Demonstrated commitment to continuous improvement, including adaptability and openness to change.
 - Ability to anticipate issues and problems and think of and implement creative solutions.
 - Demonstrated ability to promote and model New Zealand and Ministry values and behaviours.
 - Strong personal integrity and an honest and ethical approach.
 - Competence in Microsoft Office suite, including strong skills in Outlook, Word, and Excel.
 - Financial proficiency and successful budget management experience.
 - Where relevant to the role, demonstrated language ability would be an advantage.
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**Additional
Comments**

You must also:

- Hold New Zealand citizenship.
 - Be able to obtain and maintain an appropriate New Zealand Government Security clearance.
 - Where the post has been assessed as requiring self-driving, you will also be required to hold a current New Zealand driver licence.
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FOREIGN AFFAIRS & TRADE



New Zealand Ministry of
Foreign Affairs and Trade
Manatu Aotearoa

INDIVIDUAL FIXED TERM EMPLOYMENT AGREEMENT

Parties:

The Ministry of Foreign Affairs & Trade (the Ministry)

and

Candidate Name

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**INDIVIDUAL EMPLOYMENT AGREEMENT
FIXED TERM EMPLOYMENT**

1. NATURE OF EMPLOYMENT

- 1.1 This is an individual fixed term employment agreement (Agreement) between you and the Ministry. The effective commencement and expiry dates of employment are specified in the First Schedule, together with the reason(s) for your employment being fixed term in nature.
- 1.1.1 Your employment will continue until the expiry date set out in the First Schedule, unless it is terminated prior to that time in accordance with this Agreement. There will be no obligation on either party to give notice of the termination of this Agreement upon the stated expiry date.
- 1.1.2 The parties agree that the reason(s) for fixed term employment in this case are genuine and based on reasonable grounds, and justify employment terminating on the expiry date.
- 1.1.3 Nothing in this Agreement shall be interpreted or understood to give the Employee any expectation of continued or additional employment after the expiry of the fixed term, and no assurance or agreement for a further term will bind either party unless it is recorded in writing and signed by both parties.
- 1.2 Continued employment with the Ministry for the duration of the agreed fixed term is at all times contingent on you attaining and maintaining all security clearances required for the role you hold. In the event that you are unable to do so at any time during your fixed term employment, your employment may be terminated with immediate effect and without payment of notice.

2. POSITION

- 2.1. Your duties and responsibilities are outlined in the position description attached for your information in the Second Schedule. This description is not exhaustive, and you are expected to undertake other reasonable tasks, and to comply with all lawful and reasonable instructions, as required by your manager. Amendments may be made to the position description, following consultation with you.
- 2.2. Depending on the length of your fixed term employment, you may be required to agree and/or comply with specific performance objectives. If this is the case, you will be required to maintain the standards of performance outlined in any performance management plan (PMP), and to comply with the principles and policies set out in the Ministry's performance management framework. Failure to do so may ultimately result in disciplinary action, including the termination of your employment prior to the agreed expiry date.

3. HOURS AND PLACE OF WORK

- 3.1 Your hours of work and work location(s) are set out in the First Schedule. However, in order to perform your duties effectively, you may be required to work in excess of and outside of the hours and location(s) specified, from time to time. Your Total Fixed Remuneration package (TFR) constitutes consideration for all hours required to be worked throughout the fixed term period of your employment, and you have no entitlement to overtime or time off in lieu.
- 3.2 Travel both within New Zealand and overseas, including remaining away from home for extended periods, may be required of you in your role from time to time.

4. REMUNERATION AND EXPENSES

4.1. Total Fixed Remuneration

- 4.1.1. Your Total Fixed Remuneration (TFR) package is set out in the First Schedule.
- 4.1.2. Your Base Salary is the difference between the total value of your TFR package and the total of all employer contributions to KiwiSaver and/or superannuation (including tax paid on the employer contribution to superannuation) and the value of all other employment benefits provided as part of your TFR package.
- 4.1.3. The Ministry is committed to assisting employees to save for their retirement. Employer contributions (including any associated employer tax liabilities) to GSF, IRP, KiwiSaver or SSRSS will be met from, and will be part of, your TFR package.
- 4.1.4. In the case of KiwiSaver, the employer contribution will be made up of the prevailing compulsory statutory contribution rate, including ESCT (Employer Superannuation Contribution Tax).
- 4.1.5. As KiwiSaver/superannuation employer contribution levels and the value of employment benefits may vary periodically, and because you may choose to cease or start superannuation/employee benefits from time to time, Base Salary will be adjusted accordingly when this occurs and TFR will remain the same.

4.2 Expenses

- 4.2.1 You will be reimbursed for authorised work-related expenses in accordance with relevant Ministry policy. You will need to produce appropriate GST receipts and complete all required forms.

4.3 Payment of Remuneration

- 4.3.1 Remuneration, less any deductions made under clause 5, will be paid by direct credit to your nominated New Zealand bank account. The frequency of payment may be varied following written notice to you.

5 DEDUCTIONS

5.1 Deductions that are required by law or agreed between the parties will be made from your remuneration. In signing this Agreement, you also agree that the Ministry may also make deductions from your remuneration in the following circumstances:

- 5.1.1 For absences due to illness or injury beyond your sick leave entitlement, or leave without pay.
- 5.1.2 For the payment of any anticipated annual leave taken prior to the termination of your employment.
- 5.1.3 For unauthorised absences.
- 5.1.4 For any other unintentional overpayment made to you by the Ministry.
- 5.1.5 For any debt owing to the Ministry or reimbursement owing for unreturned or damaged Ministry property on termination of your employment.

5.2 The Ministry will discuss any deduction from your salary with you prior to making any deductions. If your employment terminates prior to the Ministry's recovery being completed, the remainder of the overpayment will be deducted from your final pay (including holiday pay), with the remainder (if any) becoming a debt due and owing and recoverable in the District Court.

6 ORGANISATION AND INDIVIDUAL WELL-BEING

6.1 The Ministry recognises its legal obligations to ensure the safety and health of its employees, and adopts a shared approach with you to identify and monitor hazards in the workplace, and to develop effective strategies for dealing with these. This includes your obligation to ensure that you comply with the Ministry's health and safety policies and ensuring that your action or inaction does not put the health and safety of others at risk, throughout your period of fixed term employment.

7 LEAVE

7.1 Annual holidays

7.1.1 Entitlements in this regard are dependant on the length of your fixed term employment, and are detailed in the First Schedule.

7.1.2 If you are employed to work in a part of the Ministry that operates a customary closedown over the Christmas/New Year period, you understand and agree that you will be required to take annual holidays (including holidays in advance of your entitlement if necessary) or unpaid leave to cover the period during which the

business is closed. The Ministry will confirm closedown dates as early as practicable each year.

7.2 Public holidays

- 7.2.1 You are entitled to observe any of the 11 public holidays in each calendar year which may fall within the fixed term period of your employment, on pay where these fall on days that would otherwise be working days for you. However, you understand and agree that the Ministry may require you to work on any public holiday that occurs during the fixed term period of your employment.
- 7.2.2 Where you are required to work, you will be paid at one and a half times the applicable rate for the time you actually work, and you will receive an alternative holiday if the public holiday worked is a day that would otherwise have been an ordinary working day for you. You will only receive these entitlements where your manager specifically requests and authorises you to work on a public holiday.
- 7.2.3 Alternative holidays are to be taken at another time agreed between the parties.

7.3 Sick Leave

- 7.3.1 Unless clause 7.3.1.1 applies, you are entitled to 10 days of sick leave from the commencement of employment, and if applicable, on completion of each subsequent 12-month period of continuous service with the Ministry. For a period of employment less than 12 months, your entitlement to sick leave will be pro-rated accordingly.
- 7.3.1.1 If you are employed on a part-time basis, your entitlement to sick leave will be pro-rated accordingly, provided that your entitlement will not be less than 5 days in any 12-month entitlement period.
- 7.3.2 Up to 15 days of untaken sick leave may be carried over into following years whilst you are employed by the Ministry, to a maximum of 20 days (including the current year's entitlement). Sick leave not taken at the termination of your employment with the Ministry cannot be cashed up.
- 7.3.3 Sick leave may be used when you require time off to care for a sick or injured spouse, partner or someone who depends on you for care.
- 7.3.4 A medical certificate may be required to support your absence from work on sick leave, in accordance with the Holidays Act 2003.

7.4 Bereavement/ Tangihanga Leave

- 7.4.1 Bereavement leave of up to five working days may be taken in the event of the death of an immediate family member (as defined in the Holidays Act 2003). If you have special responsibilities or need to travel an unusually long distance to and from a funeral or tangi, additional paid leave may be granted by the Ministry at its discretion.

7.4.2 One day of bereavement leave may be available on the death of any other person where the Ministry accepts (taking into account the factors set out in the Holidays Act 2003) that you have suffered a bereavement.

7.4.3 In addition to the entitlements under clauses 7.4.1 and 7.4.2, one day's paid leave may be provided, at the Ministry's discretion, to attend an unveiling for a person with whom you have had a close association.

7.5 **Holidays Act 2003**

7.5.1 The entitlements set out in clauses 7.1 to 7.4 are administered and paid in accordance with the Holidays Act 2003 and any amending or substituting legislation. They are also inclusive of, and not additional to, the entitlements under that Act.

7.5.2 Further information about your statutory leave entitlements is available from the Ministry of Business, Innovation and Employment.

7.6 **Other Leave Entitlements**

7.6.1 Other leave entitlements, including Parental Leave, Jury Service/ Witness Leave, Leave without Pay may apply to you and are outlined in relevant Ministry policy.

7.7 **Notifying Absences**

7.7.1 If you are unable to be at work for any reason, you must notify your manager of your absence as soon as practicable on the first day of that absence (and preferably prior to your usual start time), and, wherever possible advise the expected date of return to work. Absence from work without prior notice or without a valid reason is a breach of this agreement and may result in the termination of your employment.

8 **PROFESSIONAL REQUIREMENTS**

8.1 **Code of Conduct, HR Manual and Guidelines and related documentation**

8.1.1 The Ministry remains at all times entitled to introduce, vary or cancel rules, policies and procedures at its sole discretion. You are required to familiarise yourself and comply with all rules, policies and procedures, and with any variations to them, at all times during your fixed term employment.

8.2 **Intellectual Property**

8.2.1 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by you during your fixed term employment relating to the business of the Ministry or capable of being used or adapted for use by the Ministry ('intellectual property'), must be

disclosed to the Ministry as soon as you become aware of it and shall be the absolute property of the Ministry.

- 8.2.2 Signature of this Agreement confirms that you will automatically transfer your rights in all intellectual property to the Ministry without the need for further documentation, and that you irrevocably waive all moral and other rights in relation to it. Should it be required of you, you agree to promptly complete all additional documentation, or take such other steps, as may be necessary to ensure that intellectual property rights vest in the Ministry.

8.3 Secondary Employment/Conflict of Interest

- 8.3.1 The Ministry has exclusive call on your professional services for the duration of your fixed term employment. You must not undertake any other paid work outside of the Ministry without prior written consent.

- 8.3.2 While you are employed by the Ministry and in the absence of prior written consent, you must not be directly or indirectly interested in any business or activity which may:

8.3.2.1 Affect, or have the potential to affect, the performance of your duties under this Agreement; or

8.3.2.2 Otherwise constitute a conflict of interest, or have the potential to constitute a conflict of interest, with the Ministry; or

8.3.2.3 Impact adversely on the image and/or reputation of the Ministry.

- 8.3.3 You must notify the Ministry of any actual, potential or possible conflicts of interest, or business or activity described above immediately, and follow any subsequent requirements issued by the Ministry in relation to the matter.

8.4 Confidentiality

- 8.4.1 'Confidential information' means all confidential information which is not in the public domain and which is reasonably regarded by the Ministry as confidential to it, and of which you become aware in the course of your fixed term employment.

- 8.4.2 Other than to the extent necessary to carry out your duties or as required by law, you agree that you will hold all confidential information belonging to, or in the possession of, or otherwise held or used by the Ministry, in strict confidence and within the limitations placed on you by your level of security clearance and/or the security classification of the confidential information itself.

- 8.4.3 Other than to the extent necessary to carry out your duties or as required by law, you will not, without the prior written consent of the Ministry, directly or indirectly and at any time during your fixed term

employment or following its termination for any reason (for so long as the information continues to be confidential information):

- 8.4.3.1 Use any confidential information.
- 8.4.3.2 Disclose any confidential information to any person, firm, company or organisation.
- 8.4.3.3 Copy, store or forward any material containing confidential information for personal use, or for use by any other unauthorised person, firm, company or organisation.

8.5 Use of internet and email

- 8.5.1 You will have access to email and the internet in the course of your fixed term employment. You must ensure that at all times your use of the email and internet facilities at work meets the requirements of the Ministry's Code of Conduct, and the Acceptable Use Policy, and all instructions issued by the Ministry from time to time. Whilst a reasonable level of personal use is acceptable, this must not interfere with your duties or obligations, and must not be illegal or contrary to the interests of the Ministry.

8.6 Failure to Comply

- 8.6.1 Failure to comply with any part of this clause may result in disciplinary action being taken against you, up to and including the summary termination of your fixed term employment with the Ministry.

9 EMPLOYMENT RELATIONSHIP PROBLEMS

- 9.1 Employment relationship problems will be resolved using the process set out in the Third Schedule.

10 RESTRUCTURING AND SURPLUS STAFFING PROVISIONS

- 10.1 You will be advised by the Ministry of any proposal which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting you or the fixed term role you hold at the time. The Ministry will provide you with an opportunity to consider and respond to the proposal, and your responses will be taken into account by the Ministry in making final decisions.

- 10.2 A surplus staffing situation exists when the Ministry requires a reduction in the number of employees; or when employees can no longer be employed in their current or a similar position, at their current remuneration and terms and conditions, including work location(s) (i.e. the terms of appointment to your fixed term position are altered).

10.3 Notice of Termination of Employment

- 10.3.1 One calendar months' notice of termination of your employment for redundancy will be provided, or payment in lieu of the notice period will be made at the Ministry's election. This notice period replaces, and is not additional to, the notice period set out in the First Schedule.
- 10.3.2 No compensation of any kind is payable in the event your fixed term employment terminates prior to the agreed expiry date by reason of redundancy under clauses 10 or 11 of this Agreement.

11 EMPLOYMENT PROTECTION IN CERTAIN RESTRUCTURING SITUATIONS

- 11.1 The Employment Relations Act 2000 requires the Ministry to indicate what would happen in the event that the Ministry contracts out, sells or transfers all or part of the business, including the part of the Ministry where you are employed on a fixed term basis.
- 11.2 In these circumstances the Ministry will, where practicable, consult you about any proposal to sell all or part of the Ministry or to contract out or transfer work before a final decision is made.
- 11.3 If the Ministry decides to proceed with a proposed restructure that will result in your fixed term position becoming surplus to its requirements, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer you employment on the same or similar terms and conditions (including the fixed term nature of your employment) and recognise your employment service as continuous. You will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview processes, as soon as possible.
- 11.4 You are entitled to choose whether or not to accept employment with the new contractor/service provider, should any offer be made.
- 11.5 You will be entitled to one calendar month's notice of termination of employment or pay in lieu of notice (this is not in addition to any other notice period specified within this Agreement).

12 LEAVING THE MINISTRY

12.1 Notice

- 12.1.1 Unless specified elsewhere in this Agreement or otherwise agreed between the parties, your employment may be terminated at any time prior to the agreed expiry date by either party giving the written notice period set out in the First Schedule. The Ministry may, at its discretion, make payment in lieu of any or all of the required notice period.

12.1.2 In any situation where notice is given, the Ministry may, at its sole discretion, direct you to undertake only some or none of your normal duties, or direct you to undertake reasonable alternative duties or require you to remain away from the workplace and undertake no duties of any kind while remaining in employment, for the duration of the notice period or any part of it.

12.1.3 If you terminate your employment without giving the required amount of notice, the Ministry may make a deduction from your final pay in lieu of the period of notice not given.

12.1.4 The Ministry may summarily dismiss you without notice in the event of serious misconduct, including a serious breach of this Agreement.

12.2 Abandonment of Employment

12.2.1 If you are absent from work for more than five consecutive days without notification to the Ministry, you will be deemed to have abandoned your employment. The Ministry will make reasonable attempts to contact you during the period of absence but the onus is on you to make contact, wherever practicable, to explain your absence.

12.3 Termination on Medical Grounds

12.3.1 You understand and agree that we may terminate your employment prior to the agreed expiry date by giving the notice specified in the First Schedule if you are physically or mentally incapable of the ongoing and proper performance of your duties.

12.3.2 You agree that we may request that you undergo a medical or psychological/psychiatric examination or assessment by a registered medical practitioner, nominated and paid for by the Ministry, in any of the following circumstances:

12.3.2.1 Where you have been absent from work due to a condition, illness or injury

12.3.2.2 Where we are in the process of determining or assessing whether you are capable of the full, proper and/or ongoing performance of your duties

12.3.2.3 Where, following the provision of an initial report, the Ministry requires an additional assessment or examination by way of a 'second opinion'

12.3.2.4 Where the Ministry considers that your physical and/or mental health may be affecting your ability to perform your duties safely and/or effectively.

12.3.3 You agree that the results of any examination or assessment will be copied promptly to us. You also understand and agree that in the event that you refuse to comply with any request for an examination or assessment, or you refuse to allow the results to be copied to us, we may make decisions regarding your fitness to perform your duties

on the basis of the other information that is available to us at that time.

12.4 Return of Ministry Property

12.4.1 On the expiry or earlier termination of your fixed term employment, or at the direction of the Ministry at any time during your employment, you agree to immediately return all Ministry property, including but not limited to: all documents, information (in any form), mobile phone, laptop, diaries, keys, access cards, or other property within your possession or control relating to the affairs and business of, or belonging to, the Ministry.

13 SUSPENSION

13.1 The Ministry reserves the right to suspend you, either on pay or without pay, at its discretion:

13.1.1 While investigating allegations of serious misconduct, negligence in the performance of your duties, or any other misconduct or serious breach of this agreement; or

13.1.2 Where because of a condition, illness, or injury, the Ministry believes that you constitute an immediate hazard to yourself or to others; or

13.1.3 Where your continued presence in the workplace could cause embarrassment and/or damage to the Ministry's image and reputation.

13.2 In the event that the completion of an investigation into your conduct is delayed or frustrated by reason that you have failed, for any reason, to participate in a timely manner in the investigation process, or where the ability of the Ministry to complete its investigation is frustrated by some reason beyond the Ministry's control, the Ministry may give one days' notice that any further period of suspension will be unpaid.

14 COMPLETENESS AND VARIATION

14.1 This Agreement sets out the general terms applicable to your fixed term employment. Terms which are specific to you, or to the role you are performing or will perform, are contained in the First Schedule or in your letter of offer. Together, these documents constitute the full and entire agreement between the parties, and supersede all other contracts or agreements (whether oral or written) that may previously have been in place.

14.2 This Agreement may be varied or updated at any time prior to the agreed expiry date by written agreement between the parties.

14.3 In the event you become covered by a collective agreement, this Agreement will cease to apply in its entirety. The relevant terms contained in the collective agreement will instead apply to you, to the extent that they relate to fixed term employees.

DECLARATION AND SIGNATURE

In signing this Agreement, I declare that:

1. I have read, and fully understand and accept the terms and conditions of employment that have been offered to me, including the fixed term nature of employment, and have been provided with copies of those terms and conditions.
2. I acknowledge that there is a legitimate business reason for this Agreement ending on the stated expiry date or event, and that I have no right to continued employment beyond that date or event.
3. I was provided with a reasonable opportunity to seek independent legal advice and/or explanations of any term or condition which I did not understand, prior to signing the Agreement.
4. I do not have any physical and/or mental conditions which could affect my ability to carry out my duties and responsibilities under this Agreement.
5. The information that has been provided by me to the Ministry to date is true and correct to the best of my knowledge and belief, and I have not omitted to disclose any information which might be relevant to the Ministry's decision to employ me.
6. I understand that if you later discover that I have supplied any false information or have misled you in any way, including by omission, my employment may be terminated immediately.

SIGNED FOR AND ON BEHALF OF THE MINISTRY

Name and Title

Date

SIGNED BY THE EMPLOYEE

Name

Date

FIRST SCHEDULE

INDIVIDUAL TERMS OF FIXED TERM EMPLOYMENT

Position: enter here

Commencement Date: enter here

Expiry Date or Event: enter here

Reason(s) for Fixed Term: enter here

Reporting To: enter here

Work Location(s): enter here

Hours and Days of Work 37.5 per week, generally between the hours of 7.00am and 7.00pm, Monday to Friday, with additional hours and days to be worked as necessary from time to time.

The taking of breaks during each working day is to be arranged by agreement with your manager and to ensure that business continuity is not interrupted. You are entitled to two 10-minute breaks, one in the morning and one in the afternoon, and one unpaid lunch break of one hour, where a full day is worked (and amended as appropriate where part time hours are worked).

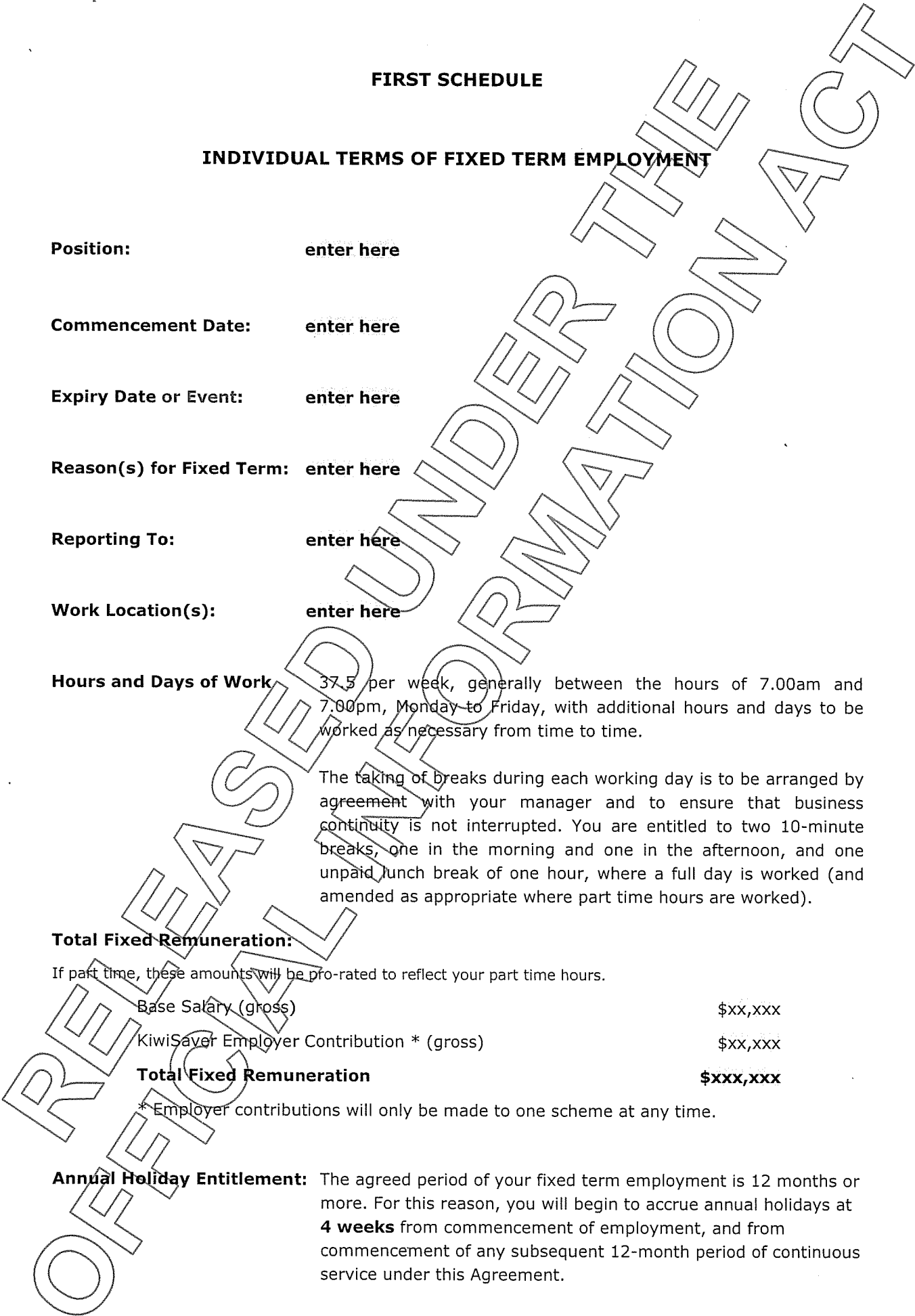
Total Fixed Remuneration:

If part time, these amounts will be pro-rated to reflect your part time hours.

| | |
|-------------------------------------------|------------------|
| Base Salary (gross) | \$xx,xxx |
| KiwiSaver Employer Contribution * (gross) | \$xx,xxx |
| Total Fixed Remuneration | \$xxx,xxx |

* Employer contributions will only be made to one scheme at any time.

Annual Holiday Entitlement: The agreed period of your fixed term employment is 12 months or more. For this reason, you will begin to accrue annual holidays at **4 weeks** from commencement of employment, and from commencement of any subsequent 12-month period of continuous service under this Agreement.



STAFF-IN-CONFIDENCE

Annual holidays will be taken by agreement between the parties in the first instance, or if agreement is not possible, at the Ministry's direction and on at least 14 days' written notice. Where possible, you must provide at least 14 days' written notice of any request to take leave. You will be paid for annual holidays taken in the pay period that relates to the period during which the holiday is taken.

Notice Period:

4 weeks / 1 month or a lesser date agreed by both parties.

RELEASSED UNDER THE
OFFICIAL INFORMATION ACT

STAFF-IN-CONFIDENCE

SECOND SCHEDULE

POSITION DESCRIPTION

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

THIRD SCHEDULE

RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

1. The Ministry is committed to resolving employment relationship problems as they arise and coming to a speedy and equitable solution for both parties. Where there is an employment relationship problem, you and the Ministry agree to:
 - 1.1 Take reasonable steps to advise the other about the problem;
 - 1.2 First seek to resolve the matter directly through discussion with the person(s) involved;
 - 1.3 If this is not possible or practical or such discussion is unsuccessful in resolving the matter, follow any applicable Ministry internal problem resolution procedures.
2. Where the problem is not able to be resolved by discussion and the use of internal procedures, you and the Ministry may seek the assistance of a mediator or alternative forms of problem resolution.
3. The Ministry of Business, Innovation and Employment will be the preferred provider for all mediation assistance. Mediation is confidential and aims to assist the Ministry and employees in resolving any employment relationship problem.
4. If agreement cannot be reached with the assistance of mediation, you may submit a personal grievance or dispute in accordance with the Employment Relations Act 2000 to the Employment Relations Authority for a decision. The decision of the Authority is final and binding unless it is appealed to the Employment Court.
5. You are required to raise a personal grievance with the Ministry within the period of 90 days from when the action that gave rise to the personal grievance or when the action was brought to your notice. A personal grievance can only be raised out of this timeframe with the agreement of the Ministry or through application to the Employment Relations Authority.