

OFFICE OF HON **Jim Anderton**

OIA 08-24

11 SEP 2008

Grace Haden
grace@verisure.co.nz

Dear Grace Haden

I refer to your Official Information Act request, dated 29 July 2008 and addressed to my Ministerial Assistant, Lorina Goldsworthy, concerning the Animal Welfare Institute of New Zealand (AWINZ) approved under the Animal Welfare Act 1999 (the Act).

You have asked to be advised:

1. the name of the entity which used the trading name Animal Welfare Institute of New Zealand;
2. why there is no definition as to what the Animal Welfare Institute of New Zealand is beyond being an approved organisation;
3. [where] in the Animal Welfare Act or any Act does an approved organisation obtain the ability to become an entity in its own right; and
4. how AWINZ is an entity and not a trading name.

I have considered these questions and am satisfied that they are not requests for official information (but are, instead, requests for comment; or, in some cases, legal advice). Alternatively, if your questions do constitute requests for official information, I am satisfied that the relevant information has either been provided to you previously and/or is not held by my office or by the Ministry of Agriculture and Forestry (MAF).

You have also asked to be provided with copies of contracts entered into by AWINZ with its inspectors, as set out in clause 11 of its memorandum of understanding with MAF. I am advised that MAF does not hold copies of contracts with all inspectors appointed on the recommendation of AWINZ. Copies of those contracts held by MAF are enclosed.

The inspectors' details have been withheld in reliance on section 9(2)(a) of the Official Information Act 1982, to protect the privacy of natural persons. In withholding this information, I have considered section 9(1) of the Act. I am satisfied that in the particular circumstances, the withholding of the information is not outweighed by other considerations that would make it desirable, in the public interest, to make the information available.



You have the right, under section 28(3) of the Official Information Act, to request that an Ombudsman investigate and review this decision to withhold information. A request must be made in writing to:

The Ombudsman
Office of the Ombudsmen
PO Box 10 152
WELLINGTON

Yours sincerely



Jim Anderton
Minister of Agriculture

PERFORMANCE CONTRACT

APPOINTMENT OF INSPECTOR UNDER SECTION 124(2) OF THE ANIMAL WELFARE ACT 1999.

BETWEEN

—

"the Inspector"

AND

The Animal Welfare Institute of New Zealand ("AWINZ")

WHEREAS the Inspector has completed an approved course of training and has been appointed under section 124(2) of the Animal Welfare Act 1999, "the Act", and under a memorandum of understanding between AWINZ and the Ministry of Agriculture and Forestry ("MAF").

(1) The Inspector agrees to—

- (a) Carry out the duties and responsibilities of an Inspector in accordance with the Act without favour or ill-will, and accepts that these responsibilities extend to all animals and are not limited to any single species;
- (b) Be properly answerable to AWINZ in accordance with section 122(1)(e)(ii), and give effect to relevant performance and technical standards established in accordance with section 124(10) of the Act;
- (c) Act under the direction of the Director-General of Agriculture and Forestry in the exercise and performance of the powers, duties, and functions conferred or imposed on him or her under the Animal Welfare Act 1999;
- (d) Adhere to the procedures set out in the AWINZ quality system;
- (e) Resign his/her office as an Inspector and surrender his/her documents of appointment to MAF if for any reason the Inspector's employment with the Inspector's linked organisation is terminated whether by resignation, dismissal or howsoever. The Inspector acknowledges that his/her appointment as an Inspector under the Animal Welfare Act 1999 is not a condition of employment and a resignation of his/her warrant under this clause does not affect any personal dispute proceedings taken under the Employment Relations Act 2001;
- (f) The Inspector acknowledges that the first term of appointment is probationary in nature and that there is no assurance that the appointment will be renewed.

(2) AWINZ agrees to:

- (a) Establish a written quality system which includes objective evidence of compliance with the programme;
- (b) Ensure that training of Inspectors has been carried out in accordance with relevant technical standards in compliance with section 122(1)(e)(i);
- (c) Provide support services for Inspectors;
- (d) Keep records secure in accordance with the Privacy Act 1993;

- (e) Not disclose any information about the Inspector other than to those who are entitled to the information in accordance with the provisions of the Privacy Act 1993 or for any other lawful purpose.

This agreement is dated this 14 day of July 2008.

SIGNED by... ..

Inspector

SIGNED by Rene
on behalf of the Animal Welfare Institute

Rachelle Dene

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

PERFORMANCE CONTRACT

APPOINTMENT OF INSPECTOR UNDER SECTION 124(2) OF THE ANIMAL WELFARE ACT 1999.

BETWEEN

_____, "the Inspector"
AND

The Animal Welfare Institute of New Zealand ("AWINZ")

WHEREAS the Inspector has completed an approved course of training and has been appointed under section 124(2) of the Animal Welfare Act 1999, "the Act", and under a memorandum of understanding between AWINZ and the Ministry of Agriculture and Forestry ("MAF").

(1) The Inspector agrees to—

- (a) Carry out the duties and responsibilities of an Inspector in accordance with the Act without favour or ill-will, and accepts that these responsibilities extend to all animals and are not limited to any single species;
- (b) Be properly answerable to AWINZ in accordance with section 122(1)(e)(ii), and give effect to relevant performance and technical standards established in accordance with section 124(10) of the Act;
- (c) Act under the direction of the Director-General of Agriculture and Forestry in the exercise and performance of the powers, duties, and functions conferred or imposed on him or her under the Animal Welfare Act 1999;
- (d) Adhere to the procedures set out in the AWINZ quality system;
- (e) Resign his/her office as an Inspector and surrender his/her documents of appointment to MAF if for any reason the Inspector's employment with the Inspector's linked organisation is terminated whether by resignation, dismissal or howsoever. The Inspector acknowledges that his/her appointment as an Inspector under the Animal Welfare Act 1999 is not a condition of employment and a resignation of his/her warrant under this clause does not affect any personal dispute proceedings taken under the Employment Relations Act 2001;
- (f) The Inspector acknowledges that the first term of appointment is probationary in nature and that there is no assurance that the appointment will be renewed.

(2) AWINZ agrees to:

- (a) Establish a written quality system which includes objective evidence of compliance with the programme;
- (b) Ensure that training of Inspectors has been carried out in accordance with relevant technical standards in compliance with section 122(1)(e)(i);
- (c) Provide support services for Inspectors;
- (d) Keep records secure in accordance with the Privacy Act 1993;
- (e) Not disclose any information about the Inspector other than to those who are entitled to the information in accordance with the provisions of the Privacy Act 1993 or for any other lawful purpose.

This agreement is dated this 15 day of May 2008

SIGNED by...

.....
) Inspector

SIGNED by Neil Edward Wells
on behalf of the Animal Welfare Institute

PERFORMANCE CONTRACT

APPOINTMENT OF INSPECTOR UNDER SECTION 124(2) OF THE ANIMAL WELFARE ACT 1999.

BETWEEN

_____, "the Inspector"
AND

The Animal Welfare Institute of New Zealand ("AWINZ")

WHEREAS the Inspector has completed an approved course of training and has been appointed under section 124(2) of the Animal Welfare Act 1999, "the Act", and under a memorandum of understanding between AWINZ and the Ministry of Agriculture and Forestry ("MAF").

(1) The Inspector agrees to—

- (a) Carry out the duties and responsibilities of an Inspector in accordance with the Act without favour or ill-will, and accepts that these responsibilities extend to all animals and are not limited to any single species;
- (b) Be properly answerable to AWINZ in accordance with section 122(1)(e)(ii), and give effect to relevant performance and technical standards established in accordance with section 124(10) of the Act;
- (c) Act under the direction of the Director-General of Agriculture and Forestry in the exercise and performance of the powers, duties, and functions conferred or imposed on him or her under the Animal Welfare Act 1999;
- (d) Adhere to the procedures set out in the AWINZ quality system;
- (e) Resign his/her office as an Inspector and surrender his/her documents of appointment to MAF if for any reason the Inspector's employment with the Inspector's linked organisation is terminated whether by resignation, dismissal or howsoever. The Inspector acknowledges that his/her appointment as an Inspector under the Animal Welfare Act 1999 is not a condition of employment and a resignation of his/her warrant under this clause does not affect any personal dispute proceedings taken under the Employment Relations Act 2001;
- (f) The Inspector acknowledges that the first term of appointment is probationary in nature and that there is no assurance that the appointment will be renewed.

(2) AWINZ agrees to:

- (a) Establish a written quality system which includes objective evidence of compliance with the programme;
- (b) Ensure that training of Inspectors has been carried out in accordance with relevant technical standards in compliance with section 122(1)(e)(i);
- (c) Provide support services for Inspectors;
- (d) Keep records secure in accordance with the Privacy Act 1993;
- (e) Not disclose any information about the Inspector other than to those who are entitled to the information in accordance with the provisions of the Privacy Act 1993 or for any other lawful purpose.

This agreement is dated this 14th day of July 2008

SIGNED by..

Inspector

SIGNED by [Signature]
on behalf of the Animal Welfare Institute

[Signature: Roerelle Deme]

PERFORMANCE CONTRACT

APPOINTMENT OF INSPECTOR UNDER SECTION 124(2) OF THE ANIMAL WELFARE ACT 1999.

BETWEEN

_____, "the Inspector"

AND

The Animal Welfare Institute of New Zealand ("AWINZ")

WHEREAS the Inspector has completed an approved course of training and has been appointed under section 124(2) of the Animal Welfare Act 1999, "the Act", and under a memorandum of understanding between AWINZ and the Ministry of Agriculture and Forestry ("MAF").

(1) The Inspector agrees to—

- (a) Carry out the duties and responsibilities of an Inspector in accordance with the Act without favour or ill-will, and accepts that these responsibilities extend to all animals and are not limited to any single species;
- (b) Be properly answerable to AWINZ in accordance with section 122(1)(e)(ii), and give effect to relevant performance and technical standards established in accordance with section 124(10) of the Act;
- (c) Act under the direction of the Director-General of Agriculture and Forestry in the exercise and performance of the powers, duties, and functions conferred or imposed on him or her under the Animal Welfare Act 1999;
- (d) Adhere to the procedures set out in the AWINZ quality system;
- (e) Resign his/her office as an Inspector and surrender his/her documents of appointment to MAF if for any reason the Inspector's employment with the Inspector's linked organisation is terminated whether by resignation, dismissal or howsoever. The Inspector acknowledges that his/her appointment as an Inspector under the Animal Welfare Act 1999 is not a condition of employment and a resignation of his/her warrant under this clause does not affect any personal dispute proceedings taken under the Employment Relations Act 2001;
- (f) The Inspector acknowledges that the first term of appointment is probationary in nature and that there is no assurance that the appointment will be renewed.

(2) AWINZ agrees to:

- (a) Establish a written quality system which includes objective evidence of compliance with the programme;
- (b) Ensure that training of Inspectors has been carried out in accordance with relevant technical standards in compliance with section 122(1)(e)(i);
- (c) Provide support services for Inspectors;
- (d) Keep records secure in accordance with the Privacy Act 1993;

- (e) Not disclose any information about the Inspector other than to those who are entitled to the information in accordance with the provisions of the Privacy Act 1993 or for any other lawful purpose.

This agreement is dated this 14 day of July 20 08.

SIGNED by

Inspector

SIGNED by Dene
on behalf of the Animal Welfare Institute

Ronelle Dene

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

PERFORMANCE CONTRACT

APPOINTMENT OF INSPECTOR UNDER SECTION 124(2) OF THE ANIMAL WELFARE ACT 1999.

BETWEEN

_____, the Inspector"

AND

The Animal Welfare Institute of New Zealand ("AWINZ")

WHEREAS the Inspector has completed an approved course of training and has been appointed under section 124(2) of the Animal Welfare Act 1999, "the Act", and under a memorandum of understanding between AWINZ and the Ministry of Agriculture and Forestry ("MAF").

(1) The Inspector agrees to—

- (a) Carry out the duties and responsibilities of an Inspector in accordance with the Act without favour or ill-will, and accepts that these responsibilities extend to all animals and are not limited to any single species;
- (b) Be properly answerable to AWINZ in accordance with section 122(1)(e)(ii), and give effect to relevant performance and technical standards established in accordance with section 124(10) of the Act;
- (c) Act under the direction of the Director-General of Agriculture and Forestry in the exercise and performance of the powers, duties, and functions conferred or imposed on him or her under the Animal Welfare Act 1999;
- (d) Adhere to the procedures set out in the AWINZ quality system;
- (e) Resign his/her office as an Inspector and surrender his/her documents of appointment to MAF if for any reason the Inspector's employment with the Inspector's linked organisation is terminated whether by resignation, dismissal or howsoever. The Inspector acknowledges that his/her appointment as an Inspector under the Animal Welfare Act 1999 is not a condition of employment and a resignation of his/her warrant under this clause does not affect any personal dispute proceedings taken under the Employment Relations Act 2001;
- (f) The Inspector acknowledges that the first term of appointment is probationary in nature and that there is no assurance that the appointment will be renewed.

(2) AWINZ agrees to:

- (a) Establish a written quality system which includes objective evidence of compliance with the programme;
- (b) Ensure that training of Inspectors has been carried out in accordance with relevant technical standards in compliance with section 122(1)(e)(i);
- (c) Provide support services for Inspectors;
- (d) Keep records secure in accordance with the Privacy Act 1993;

- (e) Not disclose any information about the Inspector other than to those who are entitled to the information in accordance with the provisions of the Privacy Act 1993 or for any other lawful purpose.

This agreement is dated this 16th day of May 2005

SIGNED by..

Inspector

SIGNED by Neil Edward Wells
on behalf of the Animal Welfare Institute

RELEASED UNDER THE
OFFICIAL INFORMATION ACT