

MEMORANDUM OF UNDERSTANDING

between

The Ministry for Primary Industries (MPI)

and

**The Royal New Zealand Society for the Prevention of Cruelty to Animals
Incorporated (SPCA)**

Introduction

MPI administers the Animal Welfare Act 1999 (the Act).

SPCA is an 'approved organisation' under the Act.

Both MPI, through its Animal Welfare Inspectors, and SPCA, through its Inspectors and Auxiliary Officers, carry out animal welfare compliance and enforcement functions under the Act.

1 Purpose of this Memorandum of Understanding

- 1.1 This Memorandum of Understanding (MOU) relates to the compliance and enforcement function of the parties under the Act. Its purpose is to record the parties' agreement on key aspects of their relationship in carrying out those functions.
- 1.2 This MOU is supported by detailed Performance and Technical Standards that each party has developed, or is developing, for its staff carrying out animal welfare compliance and enforcement functions under the Act.

2 Nature of MPI/SPCA relationship

- 2.1 Both parties are empowered to conduct compliance and enforcement activities in relation to all species of animals under the Act. The parties' shared objective is to ensure that these activities are carried out in an effective, timely and coordinated manner.
- 2.2 SPCA will maintain adequate and effective governance arrangements, financial management arrangements and management accountabilities, in terms of the criteria for being an approved organisation under section 122 of the Act.

2.3 MPI has oversight of aspects of SPCA's animal welfare compliance and enforcement functions, including:

- approving and ensuring consistency of the training courses provided for SPCA Inspectors and Auxiliary Officers;
- appointing/renewing the appointments of SPCA Inspectors, under delegated authority from the Minister responsible for the administration of the Act (the Minister), and Auxiliary Officers, under delegated authority from the Director-General of MPI. Detailed information on the standards to be met for appointment of SPCA Inspectors or Auxiliary Officers is contained in SPCA's Performance and Technical Standards;
- approving the Performance and Technical Standards under which SPCA Inspectors and Auxiliary Officers operate; and
- auditing SPCA's compliance with the requirements relating to its approved organisation status.

3 Responsibility for responding to animal welfare complaints

3.1 Either party may receive animal welfare complaints.

3.2 If an animal welfare complaint is made to both parties, the party that was first notified of the complaint should generally be the one to investigate it. If both parties wish to investigate the same complaint, the matter should be resolved by discussion and agreement between their nominated leads (see clause 7.1).

Transfer of complaints

3.3 Notwithstanding clause 3.2, animal welfare complaints may be transferred between the parties by agreement, according to the parties' resources (including staff with particular expertise), relevant history with either organisation, and the nature of the complaint.

3.4 In considering the transfer of complaints, the following principles apply:

- Complaints relating to the following are almost always the domain of SPCA:
 - Companion animals.
 - Racing animals in non-race day situations.
 - Hunting of animals (including killing of hunted animals).
 - Animals in petting zoos.
 - Use of traps in residential/urban fringe areas.
- Complaints relating to the following are almost always the domain of MPI:
 - Full production farms (aquaculture and agriculture), in the case of agriculture usually involving more than 100 animals.
 - Animals participating in racing events.

- Animals participating in rodeos.
 - Council pounds.
 - Commercial zoos and transitional facilities with MPI-approved operators.
 - Complaints relating to animals in a wild state.
- Complaints about lifestyle blocks or semi-commercial farms may be attended to by either party.
 - However, both parties confirm that they will cooperate in determining which party is best placed to attend any particular complaint.

- 3.5 Any request to transfer any animal welfare complaint between the parties must be made in writing. If the other party declines to accept the transfer, then the complaint shall remain with the party that originally received it.
- 3.6 Where either party agrees to accept a transfer of an animal welfare complaint, it shall assume full responsibility for the complaint, including costs, from that date. If requested, the party accepting the transfer shall provide written feedback to the other party on the progress or outcome of the complaint; otherwise, the party that accepted the transfer is not required to advise the outcome to the other party.

Assistance in responding to animal welfare complaints

- 3.7 Having received an animal welfare complaint, either party may request in writing the other party's assistance in responding to it. Unless otherwise agreed, however, the party that was first dealing with the complaint shall retain full responsibility for any matter in which it has requested assistance, and staff of the other party must respect any decisions made by it.
- 3.8 In addition, MPI will endeavour to provide specialist compliance expertise where requested by SPCA.

Complaints about the welfare of animals in specific situations

- 3.9 Where SPCA receives a complaint about an animal being exported from New Zealand, or about the use of animals in research, testing and teaching, SPCA's nominated lead will endeavour to notify MPI's nominated lead (see clause 7.1) to discuss and agree which party will respond.
- 3.10 Where MPI receives a complaint about a farm that MPI believes has SPCA-certified status, MPI's nominated lead will endeavour to notify SPCA's nominated lead (see clause 7.1) as soon as possible. If the complaint is that the certification scheme is breached, MPI will transfer the complaint to SPCA for response. If the complaint is that the Act is breached, MPI will respond.

4 National Animal Identification and Tracing Act 2012 (NAIT)

- 4.1 MPI also has compliance and enforcement functions under the National Animal Identification and Tracing Act 2012 (NAIT). SPCA does not have such functions. Recognising, however, that both parties' Inspectors may encounter potential NAIT non-compliance issues when responding to animal welfare complaints, eg, on lifestyle blocks, SPCA will endeavour, where possible, to ensure that such information is passed on to MPI.
- 4.2 When gathering or passing on such information to MPI, SPCA must ensure that the requirements of the Privacy Act 1993 are adhered to.

5 Funding

- 5.1 MPI may provide funding to support SPCA's compliance and enforcement functions under the Act. The details relating to any such funding, including arrangements for MPI to verify how it has been applied, will be included in a separate agreement.

6 Prosecution policy

- 6.1 Subject to the requirements applicable to public prosecuting agencies (such as the Solicitor-General's Prosecution Guidelines), each party shall adhere to its own prosecution policy.
- 6.2 In the interests of ensuring consistency between the parties' approach to prosecution decision-making, the parties' nominated leads (see clause 7.1) may share information at regular liaison meetings about matters that the parties do or do not consider to warrant prosecution.
- 6.3 SPCA shall inform MPI as soon as possible of any potential prosecution that could be perceived as sensitive, for example affecting a matter of government policy or another government agency.

7 Liaison and coordination

- 7.1 Each party will nominate a member of its staff (the nominated lead) as the primary point of liaison and coordination for matters relating to this MOU and to their relationship in terms of animal welfare compliance and enforcement.
- 7.2 Formal discussion between the parties' nominated leads and other relevant staff shall be held on compliance issues of national importance as and when required, but at no less than two meetings per year. The parties will also liaise at an operational level through their regional leads for the Northern, Central and Southern regions.

8 Complaints about Inspectors and Auxiliary Officers

- 8.1 Each party will be responsible for investigating and resolving any complaints about the actions or omissions of its own staff. If either party receives a

complaint about the other's staff, it will refer the complaint to that other party for investigation. However, SPCA may elect to refer a complaint against an SPCA Inspector or Auxiliary Officer to MPI for investigation.

- 8.2 SPCA will inform MPI in writing upon receipt of any complaint of a serious nature about an SPCA Inspector or Auxiliary Officer. It will notify MPI of the outcome of its investigation of the complaint.
- 8.3 SPCA will also provide MPI with any information requested by MPI to enable the Minister or the Director-General of MPI to effectively exercise their powers to suspend or revoke the appointment of an SPCA Inspector or Auxiliary Officer under sections 124(6) and 125 of the Act, respectively. MPI confirms that it will comply with the Privacy Act 1993 in respect of all such information.

9 Media policy

- 9.1 Both parties will be responsible for their own media releases. Where the release pertains to compliance or enforcement activity that is pertinent to both parties, it is agreed that advance copies of releases will be exchanged to allow each party the opportunity to formulate its own comments before publication.

10 Health and safety

- 10.1 Generally, each party is responsible for the health and safety of its own workers (whether paid or unpaid) under the Health and Safety at Work Act 2015 or other relevant legislation. However, where one party's staff assist the other in responding to an animal welfare complaint, both parties may be responsible for the health and safety of staff providing assistance.

11 Information sharing

- 11.1 To facilitate the effective exercise of their statutory functions, the parties may share information relevant to the investigation of offences and the maintenance of law and order under the Act. Both parties will use their best endeavours to keep all such information secure and accessible only through the appropriate level of each organisation's management. Both parties also acknowledge their compliance with the requirements of the Privacy Act 1993.
- 11.2 MPI's nominated lead will consult with SPCA's nominated lead in responding to requests under the Official Information Act 1982 that concern information about SPCA.

12 Joint training opportunities

- 12.1 Both parties recognise that, where practicable, there is merit in utilising joint opportunities for training.

13 Reporting

- 13.1 The parties will furnish one another with annual statistics pertaining to the:
- (a) number of complaints received (nationally) by species;
 - (b) number of infringement notices issued under regulations under the Act;
 - (c) number of prosecutions (nationally), including the number of prosecutions that have resulted in conviction/s; and
 - (d) number of persons charged with offences in legal proceedings that have not yet been concluded.
- 13.2 The reporting period shall be 1 July to 30 June of the following year. Statistics for each reporting period must be supplied within three months after that reporting period ends (ie, by 1 October).
- 13.3 In addition, SPCA will provide such further reports as are required to satisfy the requirements of section 122(1)(b) of the Act.

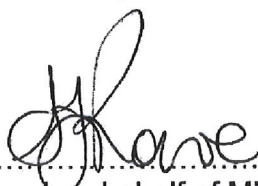
14 Audits

- 14.1 MPI will conduct an annual audit of SPCA's compliance with the Act, this MOU and SPCA's Performance and Technical Standards. MPI will give reasonable notice of its intention to conduct the audit each year.
- 14.2 SPCA will, at its cost, make available staff to provide reasonable assistance with the audit. All other costs and expenses of the audit will be borne by MPI.
- 14.3 MPI will provide the opportunity for SPCA to respond to its initial audit findings and comment on a draft audit report.
- 14.4 MPI will supply the final written audit report to SPCA within two months of the audit being carried out.
- 14.5 SPCA's nominated lead will be responsible for ensuring that any major non-compliances in the final audit report are addressed. This includes providing a written progress report on resolving any major non-compliances in the audit findings, within four months of the final audit report being supplied.

15 Status, duration and review of this MOU

- 15.1 This MOU supersedes all previous memoranda of understanding between MPI and SPCA.
- 15.2 Nothing in this MOU is intended to be construed as creating any binding obligations on either party.
- 15.3 This MOU is intended to be a living document and can be altered by written agreement between the parties at any time.

- 15.4 This MOU shall remain in force until terminated by either party by giving three months' written notice in writing to the other party or until replaced by a new MOU under clause 15.5.
- 15.5 This MOU shall be formally reviewed biennially by both parties, or earlier at the request of either party.



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Signed on behalf of MPI by
Stephanie Rowe, Director Compliance,
pursuant to authority delegated by the
Director-General

Date... 7 May 2019



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Signed on behalf of SPCA by
Andrea Midgen, Chief Executive Officer

Date... 14 May 2019