



## **Memorandum of Understanding**

**between**

**New Zealand Council  
of Victim Support Groups**

**and**

**Serious Fraud Office**

**August 2013**

**This Memorandum of Understanding** is made on 2013:

**Between** The New Zealand Council of Victim Support Groups

**And** Serious Fraud Office

### **Introduction**

1. The New Zealand Council of Victim Support Groups (Victim Support) was established as an Incorporated Society in 1990 and has its registered office at Police National Headquarters, 180 Molesworth Street, Wellington.
2. The Serious Fraud Office (SFO) was established under, and is regulated by the Serious Fraud Office Act 1990. SFO offices are at Level 6, 21 Queen Street, Auckland.
3. SFO and Victim Support, referred to hereafter as the parties, wish to formalise their relationship and specify the terms and conditions under which this will occur.

### **Interpretation**

4. For this Memorandum of Understanding (MoU):

**Areas of common interest** mean those matters where each party contributes to a shared outcome or has a shared role or interest.

**Act** means the Victim Rights Act 2002.

### **Background**

5. Victim Support operates offices throughout New Zealand. Each office consists of a team of paid staff and volunteers. Offices are managed through regional managers and a National Office based at Police National Headquarters in Wellington.
6. The vision statement of Victim Support is:  
*Victims of crime and trauma are in control of restoring their lives.*
7. Victim Support fulfils its mission by the provision of:
  - (a) a 24 hour personalised support service and psychological first aid for victims at the time of crisis;

- (b) referrals to other support services;
  - (c) ongoing emotional and practical support;
  - (d) support for victims and their families and prosecution witnesses at the time of contact with the court and justice system;
  - (e) financial assistance on behalf of the Crown for victims of serious crime towards the costs of dealing with the incident and attending court and other criminal justice processes;
  - (f) helping prevent repeat victimisation, especially with victims at high risk of being victims of crime in the future;
  - (g) support services at times of major incidents and civil defence emergencies;
  - (h) advocacy support on the rights and needs of victims;
  - (i) Victim Support accepts the definition of victim as defined under section 4 of the Act and includes in its aims a commitment to also work with victims or co-victims of other trauma such as suicide, crashes and emergencies.
8. SFO was established for the purposes of detecting, investigating and expeditiously prosecuting serious or complex financial crime.
9. SFO aims to give New Zealanders greater financial security and greater confidence in the integrity of the public sector by fighting all forms of serious financial crime.
10. In determining whether serious or complex financial crime has occurred, the following is used by SFO as a general guide:
- the nature of the suspected financial crime, including any factual, financial or legal complexity;
  - the impact of the alleged offending on public confidence in New Zealand as a safe place to invest, or on the integrity of New Zealand's financial markets;
  - the number of investors and/or victims involved and the impact of the alleged offending on them;
  - public interest considerations and the likely preventative impact of a successful prosecution; and
  - the suspected scale of the alleged offending.

11. SFO has contact with victims of serious and complex financial crime through its investigation and prosecution of these matters, and wishes to ensure that it provides appropriate support for victims.

### **Purpose**

12. The purpose of this MoU is to establish and promote a collaborative working relationship between Victim Support and SFO by developing a MoU that covers:
  - (a) joint commitment to enhancing the safety, support and restoration of victims and to comply with the provisions of the Act;
  - (b) ensuring and enhancing mutual co-operation and assistance in respect of support and services to victims so far as each party is reasonably able to do so.

### **Outcome**

13. The desired outcomes of this MoU are for SFO and Victim Support to work together for the promotion and effective delivery of victim support services relating to serious and complex financial crime throughout New Zealand, in accordance with the Act.

### **Effect of this MoU**

14. This MoU confirms the relationship between the parties based on a spirit of goodwill and co-operation. The parties will work together to achieve the agreed outcome outlined in paragraph 13.

### **Relationship of the Parties**

#### ***Role of the SFO***

15. SFO undertakes that within 10 working days of the commencement of a Part 2 investigation it will determine whether to notify Victim Support.
16. The criteria for determining whether to notify Victim Support is set out in Schedule Two to this MoU. This is intended to be a guide and non-prescriptive.
17. Where SFO determines not to notify Victim Support in accordance with clause 15 the SFO undertakes to regularly review whether to notify Victim Support on a monthly basis. When there is a delay in notifying Victim Support, SFO undertakes to explain the reason for the delay when the notification is made.

18. The SFO decision process for notifying Victim Support is set out in Schedule Three to this MoU. This is intended to be a guide and non-prescriptive.
19. SFO undertakes to notify Victim Support as soon as reasonably possible and in all cases no later than the date on which the Director decides to prosecute.
20. The SFO Case Manager responsible for the SFO investigation will provide the notification to Victim Support and be the contact point for on-going liaison regarding victim support related to that investigation or prosecution.
21. SFO will ensure that:
  - (a) employees are provided training to understand the SFO's obligations under the Act;
  - (b) employees will provide information to victims about the services provided by Victim Support;
  - (c) employees will provide information to Victim Support that will enable it to contact victims of serious and complex financial crime and to keep victims informed of progress and any prosecution (subject to agreement by the victim) .
22. Information available to be provided by SFO to Victim Support is limited by the provisions of section 36 of the Serious Fraud Office Act.
23. For the purposes of subsection (2)(e) of section 36, provision of information to Victim Support to allow for appropriate support of victims will be considered to be information that Victim Support has a proper interest in receiving.

### ***Role of Victim Support***

24. Victim Support undertakes:
  - (a) to contact and offer support to victims of serious and complex financial crime;
  - (b) to ensure that a Victim Support volunteer will be available to contact victims of serious and complex financial crime within five working days of a notification from SFO;
  - (c) that all Victim Support volunteers will be trained to standards acceptable to Victim Support, and will also abide by Victim Support's Code of Practice.

## **Joint Responsibility**

25. Both parties:
- (a) are committed to the principles of the Act;
  - (b) have a joint responsibility in respect of Clause 12 above;
  - (c) agree to co-operate, subject to the terms of this MoU, in:
    - establishing the responsibilities of the parties in respect of the services to victims;
    - ensuring the on-going promotion, development and maintenance of the services to victims;
    - ensuring that the principles and requirements contained in the Act are followed and maintained.
  - (d) Victim Support and SFO will meet as required to develop operational strategies to achieve the initiatives and priorities already agreed to by the Director of SFO and Chief Executive of Victim Support and to review the operation of this MoU.

## **Training**

26. Victim Support and SFO should take opportunities to hold joint training sessions involving both SFO members and Victim Support. Victim Support and SFO are encouraged to advise each other of training opportunities and invite each other to participate.

## **Sharing Information**

27. When sharing information, the parties will balance the need to achieve the desired outcomes as set out in paragraph 13 with the need to uphold the rights of individuals and their rights to privacy, and the need to comply with the secrecy provisions of the Serious Fraud Office Act.
28. The parties to this MoU agree that only sufficient information to achieve the respective agency's purpose will be requested or disclosed by one party to the other party.
29. The parties are primarily responsible for ensuring that the intent of this MoU is followed by their employees.
30. The parties will comply with the Privacy Act in any requests for information between each other.

## **Confidentiality**

31. SFO accept the requirements for Victim Support volunteers to retain a confidential relationship with their clients, except where safety of life is threatened.

## **Liaison**

32. The parties agree that:
  - the following persons will be nominated as Liaison Officers for the purposes of liaison, exchange of information and other operational matters;
    - General Manager Financial Markets and Corporate Fraud (SFO); and
    - General Manager Operations (Victim Support)
  - the parties' Liaison Officer contact details are set out in Schedule One to this MoU;
  - they will maintain a regular forum for liaison on areas of common interest and this will be the responsibility of the respective Liaison Officers; and
  - all enquiries regarding the provision of case specific Victim Support services will be co-ordinated through the respective SFO Case Manager.

## **Review of MoU**

33. The Director of SFO and the Chief Executive of Victim Support will meet annually to review this MoU, discuss initiatives and set priorities for the following year.

## **Issue or Dispute Resolution**

34. All issues, disputes and differences between the parties regarding the interpretation or performance of this MoU shall, firstly, be resolved at the earliest opportunity by the Liaison Officer.
35. Only when matters remain unresolved or require further adjudication should they be referred to the Chief Executive Victim Support and the Director of SFO for final resolution.

### **Costs**

36. Unless the parties mutually determine otherwise, the cost of meeting the commitments of this MoU shall be met by the party incurring the cost.

### **Termination**

37. This MoU will continue in effect until either party gives the other 180 days' notice in writing, of intent to disengage from its conditions.

### **Variation**

38. Except as stated in this MoU, it can only be modified by a written agreement signed by the Director of SFO and the Chief Executive of Victim Support.

### **Conditions**

39. Nothing in this MoU shall make either party liable for the actions of the other or constitute any legal relationship between the parties.
40. Nothing in this MoU limits the exercise of any statutory power or right by either party.

### **Assignment**

41. No party may assign any of its agreements under this MoU.



**Signed by the Acting Chief Executive of the Serious Fraud Office**

Signature 

Date: 15 / 8 / 13

Name Simon McArley

**Signed by the Chief Executive, New Zealand Council of Victim Support Groups**

Signature 

Date: 21 / 8 / 13

Name Tony Paine

# **APPENDIX 1**

## **List of Current Schedules**

- |                   |  |
|-------------------|--|
| <b>Schedule 1</b> | <b>Parties Representatives</b>                         |
| <b>Schedule 2</b> | <b>Criteria for Victim Support Referral</b>            |
| <b>Schedule 3</b> | <b>SFO and Victim Support MoU<br/>Decision Process</b> |

## Schedule 1 – Parties' Representatives

### New Zealand Council of Victim Support Group

**Mail address:**

C/-Police National Headquarters  
PO Box 180  
Wellington 6011

**Physical address:**

C/-Police National Headquarters  
180 Molesworth Street  
Wellington 6011

	<b>Position</b>	<b>Incumbent's Name</b>	<b>Contact details</b>
<b>Liaison Officer</b>	General Manager Operations	Kevin Tso	T: (04) 470 7118 M: (027) 520 0056 F: (04) 495 3076 E: kevin.tso@victimsupport.org.nz
<b>Other Contacts</b>	Chief Executive	Tony Paine	T: (04) 470 7118 M: (027) 246 0177 F: (04) 495 3076 E: tony.paine@victimsupport.org.nz

## SERIOUS FRAUD OFFICE

### Mail address:

Serious Fraud Office  
P O Box 7124, Wellesley Street  
Auckland

### Physical address:

Serious Fraud Office  
Level 6, 21 Queen Street  
Auckland

	Position	Incumbent's Name	Contact details
Liaison Officer	Acting General Manager Financial Markets and Corporate Fraud	Rebecca Rolls	T: (09) 301 0154 M: (021) 307 257 F: (09) 303 0142 E: <a href="mailto:rebecca.rolls@sfo.govt.nz">rebecca.rolls@sfo.govt.nz</a>
Other Contacts	General Manager, Fraud and Corruption	Nick Paterson	T: (09) 301 0142 M: (021) 675 647 F: (09) 303 0142 E: <a href="mailto:Nick.Paterson@sfo.govt.nz">Nick.Paterson@sfo.govt.nz</a>
	Acting Chief Executive	Simon McArley	T: (09) 301 0111 M: (021) 308 953 F: (09) 303 0142 E: <a href="mailto:simon.mcarley@sfo.govt.nz">simon.mcarley@sfo.govt.nz</a>

## **Schedule 2 – Criteria for Victim Support notification and considerations for the level of victim support provided**

SFO will consider the following criteria when determining whether to notify a Part 2 investigation to Victim Support.

These criteria will also be taken into account when Victim Support considers the level of support to be provided to victims. The criteria are intended to be a guide and non-prescriptive.

- The need for secrecy or no public profile so as to avoid alerting the suspect.
- Likelihood of a crime having been committed without some substantial investigation.
- Whether there are victims of the alleged crime.
- Whether there a large number of generically affected victims or a smaller number of victims with large impact.
- Whether there geographically spread victims located in a defined geographic area (e.g. nationwide finance company versus local financial advisor).
- Whether Victim Support can provide a communications channel to the victims
- Whether the demographic or characteristics of the victim group suggest victim support may be desirable.
- Whether a notification to Victim Support could create a public perception that SFO has formed a view that a crime has been committed.
- Whether the limitations of s36 of the SFO Act would make a notification to Victim Support ineffective.

## Schedule 3 – SFO and Victim Support MoU Decision Process

