



Memorandum of Understanding

between

New Zealand Police

and

Serious Fraud Office

This Memorandum of Understanding is made:

Between The Commissioner of the New Zealand Police

And The Director of the Serious Fraud Office

Introduction

1. The New Zealand Police (Police) functions that are provided in section 9 of the Policing Act 2008 are to:
 - keep the peace
 - maintain public safety
 - enforce the law
 - prevent crime
 - support and reassure the community
 - maintain national security
 - participate in policing activities outside New Zealand, and
 - manage emergencies.
2. For the purpose of this Memorandum of Understanding (MoU) all agencies hosted within Police (such as the Organised & Financial Crime Agency New Zealand) are considered to be bound by the terms of this MoU.
3. The Serious Fraud Office (SFO) was established under the Serious Fraud Office Act 1990 for the purpose of detecting, investigating and prosecuting serious or complex fraud, including bribery and corruption. The SFO contributes to a productive and prosperous New Zealand safe from financial crime, bribery and corruption.
4. The SFO and Police (the Parties), currently work together and offer advice to each other. This MoU formalises this relationship and specifies the terms and conditions under which this will occur.

Interpretation

5. In this MoU:

Areas of common interest mean those matters where each party contributes to a shared outcome or has a shared statutory, investigative or intelligence role or interest.

Operational Group means the following people from the SFO and the Police:

- General Manager Evaluation and Intelligence (SFO)
- a General Manager, Investigations (SFO), and
- either the National Manager Financial Crime Group, or the National Manager Criminal Investigations, or the National Operations Manager Organised Crime (Police).

Primary Contacts means the following people from the SFO and the Police:

- the SFO General Manager, to whom the relevant investigation has been assigned, or for general matters, the General Manager, Evaluation and Intelligence, and
- the Police Assistant Commissioner Investigations and/or nominee.

Strategic Group means the following persons from the SFO and the Police:

- the Director of the SFO and the General Manager Evaluation and Intelligence, and
- the Commissioner of Police and the Assistant Commissioner Investigations.

Purpose

6. The purpose of this MoU is to promote a principled partnership approach and further enhance the cooperation and coordination between the parties on areas of common interest or joint responsibility.

Outcome

7. The agreed outcome of this MoU is to facilitate the most effective and efficient use of the parties' resources, information and intelligence to:
 - reduce all forms of fraud and economic crime
 - disrupt organised crime
 - enforce New Zealand's anti-bribery and corruption law, and
 - ensure New Zealand is a safe place to invest.
8. In regards to financial crime, the SFO is primarily responsible for:
 - receiving reports of bribery and corruption
 - investigating cases of bribery and corruption, and
 - the detection, investigation and prosecution of serious or complex fraud.
9. In determining whether serious or complex fraud has occurred, the following is used as a general guide:
 - the nature of the suspected fraud, 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 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.
10. In the context of this MoU, Police has primary responsibility for:

- investigating allegations of fraud below the SFO threshold
- investigating organised criminal activity
- recovering assets under the Criminal Proceeds (Recovery) Act 2009, and
- administering the intelligence functions under the Financial Transactions Reporting Act 1996.
- administering the intelligence functions under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009

Information Sharing

11. The parties acknowledge the secrecy provisions under sections 36 and 37 of the SFO Act and that the disclosure and sharing of information between them is governed by the limitations imposed by that legislation. The Privacy Act 1993 and the Official Information Act 1982 may also apply.

Liaison

12. The parties agree that:
 - they will maintain a regular forum for liaison on areas of common interest (the “liaison forum”)
 - the liaison forum will consist of the Operational Group and the Strategic Group
 - the Operational and Strategic Group will meet as required, but at least once every 12 months
 - meetings of the Operational Group may be convened within five days’ notice at the request of either party, and
 - meetings of the Strategic Group may be convened within one month’s notice at the request of either party.
13. The role of the Operational Group is to:
 - review the outcomes of joint investigations and prosecutions
 - identify issues or make recommendations based on joint investigations and prosecutions to the Strategic Group
 - assess the effectiveness of processes established under this MoU and recommend changes to the Strategic Group, and
 - authorise changes to the contact details specified in the Appendix to this MoU.
14. The role of the Strategic Group is to:
 - consider reports provided by the Operational Group
 - review the relationship between the parties and the implementation of this MoU, and
 - consider any changes to this MoU to ensure successful collaboration between the parties.

Review of the Memorandum of Understanding

15. The parties will review this MoU every three years.

Schedules to the Memorandum of Understanding

16. The parties agree that from time to time they may develop protocols relating to specific matters involving the parties and that these will be attached to this MoU as schedules.
17. Schedules may be amended, developed, added and withdrawn with approval from the Strategic Group or their delegated representatives.
18. Schedules will be reviewed at the same time as the review of this MoU, or as identified and required by the Strategic Group.
19. A list of the current schedules will be attached at Appendix 1 of this MoU.

Media communication

20. The parties recognise the confidentiality and sensitivity of information concerning active investigations by either party.
21. No public comment will be made or report issued concerning any matter referred between the parties, joint investigations, or prosecutions under this MoU without prior consultation with the other party.
22. Where, for reasons of urgency or statutory obligation, it is not possible or is impractical to obtain prior consent, the party commenting will inform the other party of the public comment as soon as practicable after making the comment or releasing the report.

Communication

23. All correspondence and notices required by this MoU will be directed to the Primary Contacts.
24. Any reference to "meeting" in this MoU includes a meeting held by videoconference, teleconference, or by any other means the parties consider appropriate.

Costs and services

25. The costs of meeting the general commitments of this MoU must be met by the party incurring the cost.
26. However, where one party seeks specialist resources from the other (for example handwriting analysis or forensic accounting expertise etc.), subject to the availability of resources, this will be made available by the other party.

Dispute resolution

27. The parties will attempt, in the first instance, to resolve all issues, disputes or differences concerning the interpretation or performance of this MoU locally and at the earliest opportunity.

28. If agreement cannot be reached within a further period of 28 days then the matter will be referred, in writing, to the Commissioner of Police and the Director of the SFO for their resolution.

Termination

29. Either party may terminate this MoU by providing three months' notice in writing to the other party.

Variations

30. Except as stated within this MoU, this MoU can only be varied through a written agreement duly signed by the Primary Contacts and appended to this MoU. All variations will be reviewed through the three yearly review process as if they were embodied within the MoU.

Conditions

31. Nothing within this MoU makes either party liable for the actions of the other, nor constitutes any legal relationship between the parties.
32. The provisions in this MoU must be read subject to any Chief Executive, or Cabinet directives, and any enactment.
33. Where there are changes in Government policy which affect the purpose and functions of this MoU, the parties agree to inform the other of those changes at the earliest possible time thereafter and agree to re-negotiate, where necessary, any aspects of this MoU that are affected by the policy change.
34. The parties acknowledge their individual responsibility to ensure effective internal communication of this MoU and associated Schedules to all those staff who have a requirement to be aware of its content.

Signed by the Director of the Serious Fraud Office

Signature

Date:

07 / 06 / 17

Name

Julie Read

Signed by the Assistant Commissioner: Investigations, Police

Signature

Date:

07 / 06 / 2017

Name

Richard Chambers

APPENDIX 1

List of Current Schedules

- Schedule 1 Parties Representatives**
- Schedule 2 Referrals, joint investigations & prosecutions**
- Schedule 3 Arrest procedures**
- Schedule 4 Financial Crime Group**
- Schedule 5 Interpol**
- Schedule 6 Bribery and Corruption**
- Schedule 7 Secondments**

Schedule 1 – Parties' Representatives

NEW ZEALAND POLICE

Mail address:

Police National Headquarters
PO Box 3017
Wellington 6140

Physical address:

Police National Headquarters
180 Molesworth Street
Wellington

	Position	Incumbent's Name	Contact details
Primary Contact	Assistant Commissioner Investigations	Assistant Commissioner Richard Chambers	T: (04) 4707058 M: (021) 1908430 E: Richard.chambers@police.govt.nz
Operational Group	National Manager Financial Crime Group AND / OR National Manager Criminal Investigations AND / OR National Manager Organised Crime	To be advised Detective Superintendent Tim Anderson Detective Superintendent Greg Williams	T: (04) 979 5153 M: E: T: (04) 470 7295 M: (021) 191 3533 E: Tim.Anderson@police.govt.nz T: (04) 9795153 M: (027) 243 0547 E: greg.williams@police.govt.nz
Strategic Group	Commissioner of Police Assistant Commissioner Investigations	Mike Bush Assistant Commissioner Richard Chambers	 T: (04) 4707058 M: (021) 1908430 E: richard.chambers@police.govt.nz
Asset Recovery	Manager Asset Recovery Unit	Detective Inspector Iain Chapman	T: (04) 979 5149 M: (021) 1906494 E: iain.chapman@police.govt.nz
Financial Intelligence Unit	Manager Financial Intelligence Unit	Mr Andrew Hill	T: (04) 979 5145 M: (021) 928 324 E: andrew.hill@police.govt.nz and FIU@police.govt.nz
Interpol	Officer in Charge Interpol	Detective Senior Sergeant Mark Chenery	T: (04) 212 4489 M: (021) 190 0517 E: mark.chenery@police.govt.nz
Police Professional Conduct	National Manager : PPC	Superintendent Anna Jackson	T : (04) 470 7289 M: (021) 192 0243 E: Anna.Jackson@police.govt.nz
Human Resources	Senior Manager Human Resources	Rebecca Hislop	T: (04) 470 7357 M : (021) 192 2062 E: rebecca.hislop@police.govt.nz

SERIOUS FRAUD OFFICE

Mail address:

Serious Fraud Office
P O Box 7124
Wellesley Street
Auckland 1141

Physical Address:

Serious Fraud Office
Level 6
21 Queen Street
Auckland

	Position	Incumbent's Name	Contact details
Primary Contact	General Manager, Evaluation and Intelligence	Graham Gill	T: (09) 303 0121 M: (027) 7045073 F: (09) 303 0142 E: graham.gill@sfo.govt.nz
Operational Group	General Manager, Evaluation and Intelligence	Graham Gill	As above
	AND EITHER General Manager, Investigations	Nick Paterson	T: (09) 301 0142 M: (021) 675 647 F: (09) 303 0142 E: Nick.Paterson@sfo.govt.nz
	OR General Manager, Investigations	Rebecca Rolls	T: (09) 301 01121 M: (021) 307357 F: (09) 303 0142 E: rebecca.rolls@sfo.govt.nz
Strategic Group	Director SFO	Julie Read	T: (09) 301 0121 M: (021) 799866 F: (09) 303 0142 E: Julie.Read@sfo.govt.nz
	General Manager, Evaluation and Intelligence	Graham Gill	As above
General Manager Corporate Services		Carol Palmer	M: (021) 992006 F: (09) 303 0142 E: carol.palmer@sfo.govt.nz
Evaluating Lawyer		Kima Tuialii	T: (09) 301 0121 M: (021) 301 524 F: (09) 303 0142 E: kima.tuialii@sfo.govt.nz

Schedule 2 – Matters of common interest, referrals, joint investigations and prosecutions

Introduction

1. This Schedule records the policies to be followed to manage inter-agency referrals, joint investigations and prosecutions.

Matters of common interest

2. Where a matter is considered by either or both parties to be an area of common interest (either at the outset of a matter or during the course of the matter being pursued by either party), the Primary Contacts, or their nominees will meet to assess the nature of that interest and how each party might contribute to any shared interest that has been identified.

Inter-agency referrals

3. Where one party receives information from the other that may fall within the other party's area of responsibility, the Primary Contacts, or their nominees will meet within 10 working days to jointly assess the material to determine which party will deal with the matter, or whether there should be a joint agency investigation.

Joint investigation and prosecution

4. Where it is agreed that a joint investigation should take place, the primary contacts will assign an appropriately skilled person from each of the parties to act as lead representatives.
5. The lead representatives will be responsible for developing and agreeing a Terms of Reference (if considered necessary) and an Investigation Plan, and determining whether charges should be jointly laid by one party acting on behalf of the other.
6. If the lead representatives determine that charges should be jointly laid by one party acting on behalf of the other, the lead party will initiate the prosecution.

Conflict resolution

7. The parties acknowledge that there may be circumstances where the taking of a prosecution by one party in its area of primary responsibility may preclude or seriously jeopardise the subsequent taking of a prosecution by the other party in its area of primary responsibility, whether by reason of exposing the accused to double jeopardy, excluding the use of critical evidence, or delaying a prosecution to the point that it is rendered unfair or unjust.
8. Where either party believes that the decision of the other party to lay charges will give rise to a circumstance referred to in Schedule 2 clause 6, the following procedures will be undertaken:

- the matter will be considered by the Primary Contacts within 10 working days to agree which charges will be laid by which party and the timeframe within which those charges will be laid;
- if the Primary Contacts are unable to reach an agreement, the Dispute Resolution process outlined in clause 26 of the MoU will apply and the matter will be referred to the Commissioner of Police and the Director of the SFO for their resolution.

Communication

9. Police's point of contact for this Schedule is the Assistant Commissioner Investigations. The contact details for the incumbent are listed in Schedule 1.
10. The SFO's point of contact for this Schedule is the General Manager, Evaluation and Intelligence or nominee. The contact details for the incumbent are listed in Schedule 1.

Schedule 3 – Arrest Procedures

Introduction

1. This Schedule records the policies and procedures to be followed to manage arrests.
2. The parties acknowledge that SFO Investigators do not have a power of arrest. Consequently there will be occasions when Police assistance is sought to arrest a suspect.
3. Where such assistance is sought to arrest a suspect, the SFO will contact the District Crime Manager for the area in which the suspect resides. Upon contact, the District Crime Manager will arrange to provide assistance and, wherever possible, make available an experienced member of the Criminal Investigation Branch for that purpose.

Arrests without warrant

4. The SFO will provide to the Police member assigned to facilitate the arrest, a written report that outlines the sufficient level of evidence necessary to make an arrest pursuant to section 315(2)(b) of the Crimes Act. This includes providing any key documentary evidence for inspection.
5. The report will identify the rationale for arrest as opposed to summons or other means of initiating a prosecution. Police must be satisfied that appropriate grounds exist for an arrest to be made, before any Police action is commenced.
6. Once a suspect has been arrested, the following procedures will be followed:
 - the SFO will be responsible for preparing and filing a charging document for each offence
 - the Custody Sheet or NIA custody module record should include: “arrest on behalf of the Serious Fraud Office”
 - the suspect file is to be coded as ‘ZZ Other Service’ and is to include the SFO and the arrested person’s particulars as subjects on the Cover Sheet
 - a copy of the charging document prepared for filing by the SFO should be retained by Police for the suspect file
 - consideration of Police bail in cases when bail is not formally opposed or otherwise restricted is principally governed by s. 21 of the Bail Act.
 - the SFO will confirm that the charging document is filed prior to the arrested person's transfer to or appearance at the relevant court.
7. In the event that a person of interest to the SFO triggers an alert at a New Zealand international airport or port, the SFO should be contacted for confirmation that the alert is still valid and that arrest is sought. Upon confirmation, an assessment to the same standard as features in paragraph 5 should be applied in determining whether or not an arrest should be made, and in the event that it should, what provision should be

made in terms of consideration of bail. In these cases Police will manage the logistical aspects of arrest and custody and the SFO will be responsible for filing the charging document and initial appearances in the same detail as would apply in other cases.

Arrest with warrant

8. On some occasions, arrests by Police on behalf of the SFO will be pursuant to a warrant to arrest.
9. To obtain a warrant to arrest, the SFO will be responsible for filing the charging document and seeking a warrant to arrest in lieu of summons.
10. Once issued, the warrant to arrest will be referred to Police for action.
11. A copy of the warrant and any other correspondence will be retained by Police and placed on the Police file.

First appearance

12. The SFO will be responsible for having counsel attend all court appearances following any arrest.

Schedule 4 – Financial Crime Group

Introduction

1. This Schedule records the principles and procedures unique to the relationship between the SFO and the Financial Crime Group (FCG) of the New Zealand Police.

Asset Recovery

2. When commencing each investigation, the SFO will consider whether there is potential for asset recovery action under the Criminal Proceeds (Recovery) Act 2009. When cases are identified that may be appropriate for criminal proceeds recovery action, that case will be referred to the National Manager Financial Crime Group.
3. The National Manager Financial Crime Group and the SFO will assign lead representatives to be responsible for liaison in respect of each recovery matter referred to Police under this Schedule.
4. The lead representatives will act in good faith and:
 - the SFO will provide all information relevant to asset recovery action to Police as soon as possible. All information will be shared in accordance with the terms of the SFO Act
 - Police will keep the SFO lead representative apprised in advance of recovery actions that may impact on any SFO investigation, and
 - no party will take action which may compromise either party's investigations, without consulting the other party. For the purposes of this clause, Schedule 2, clauses 6 and 7 apply.

Police Financial Intelligence Unit

Sharing of information and Intelligence

5. The parties agree to share information and intelligence in relation to existing or contemplated investigations which:
 - involve offending or suspected offending within the terms of the Financial Transactions Reporting Act 1996, or the Anti-Money Laundering Counter Financing of Terrorism Act 2009
 - is information or intelligence held by the SFO on their investigative or intelligence systems, or
 - is information or intelligence held by the Police on their National Intelligence Application (NIA), or the Financial Intelligence Unit database (goAML).
6. The parties acknowledge the secrecy provisions under sections 36 and 37 of the SFO Act and that the disclosure and sharing of information between them is governed by the limitations imposed by that legislation.
7. Requests for information and intelligence by the parties are to be made in writing. Where time constraints dictate, an oral request may be made but these must be followed up in writing.

8. Requests for the Financial Intelligence Unit should be directed to the Manager, Financial Intelligence Unit by email to FIU@police.govt.nz. Requests for the SFO should be directed to the SFO's Liaison Officer. The contact details for the incumbents are listed in Schedule 1.
9. Police and the SFO endeavour to provide the information sought as soon as possible, but within five working days of the request.
10. Intelligence received by one party from the other party must not be used in judicial proceedings or disclosed to a third party without first gaining agreement from the other party.
11. Both parties will respect and adhere strictly to any security endorsement or caveat (including any Government Security Classification), attached to any intelligence provided by the other.
12. Ownership of intelligence will remain with the originating party.

Communication

13. The SFO's point of contact for this Schedule is the General Manager, Evaluation and Intelligence. The contact details for the incumbent are listed in Schedule 1.
14. Police's point of contact for this Schedule is the National Manager Financial Crime Group or his nominee. The secondary contact is the Manager, Financial Intelligence Unit. The contact details for the incumbents are listed in Schedule 1.

Schedule 5 – Interpol

Introduction

1. This Schedule records the policies and procedures unique to the relationship between the SFO and the New Zealand Police representatives of Interpol.

Extradition

2. The SFO is responsible for preparing all correspondence and presenting evidence in extradition proceedings relating to their investigations.
3. The Officer of Charge of Interpol will assist the SFO with preparation of their extradition documents and will send the relevant correspondence to the overseas law enforcement agency where the offender is to be arrested. Note: This only applies to Part 4 Extradition countries - Australia and the United Kingdom at present. Extraditions from any other countries are a full diplomatic process and SFO will arrange these directly with Crown Law.
4. Police will assist with the escort of any offender back to New Zealand. The number of Police officers required for an escort will be determined by a risk assessment process in consultation with the relevant carrier.
5. Police travel, meal and accommodation costs associated with an extradition will be met by the SFO.
6. Following a term of imprisonment being served by the extradited person and upon their release from a correctional institution all costs associated with their return to the country that they were extradited from will be met by the SFO.

CusMod (the Interpol managed border alert system)

7. From time to time the SFO may wish to place CusMod monitor alerts or arrest alerts on parties subject to investigations or contemplated investigations.
8. SFO will send Interpol sufficient information by email to enable the requested alert to be loaded into the CusMod system. SFO's business Support Officer (whose details appear at Schedule 1 to this MoU) will be responsible for maintaining a register of all alerts loaded.
9. In the case of an arrest alert, the SFO will provide Interpol with the information noted above in paragraphs 3 to 5 of Schedule 3
10. Interpol will promptly load the requested alert, or contact the SFO if insufficient information has been provided.
11. SFO will ensure that all alerts are modified or cancelled when appropriate.

International Requests

12. From time to time the SFO may seek assistance from Interpol with informal international enquiries that do not require the use of the provisions of the Mutual Assistance in Criminal Matters Act 1992. In such situations the SFO will direct such enquiries to the Officer in Charge of Interpol at Police National Headquarters. The Officer in Charge of Interpol will endeavour to assist the SFO with such enquiries promptly.

Communications

13. The SFO's point of contact for this Schedule is the General Manager, Evaluation and Intelligence. The incumbents' details are listed in Schedule 1.
14. Interpol's point of contact for this Schedule is the Officer in Charge of Interpol. The incumbents' details are listed in Schedule 1.

Schedule 6 – Bribery and corruption

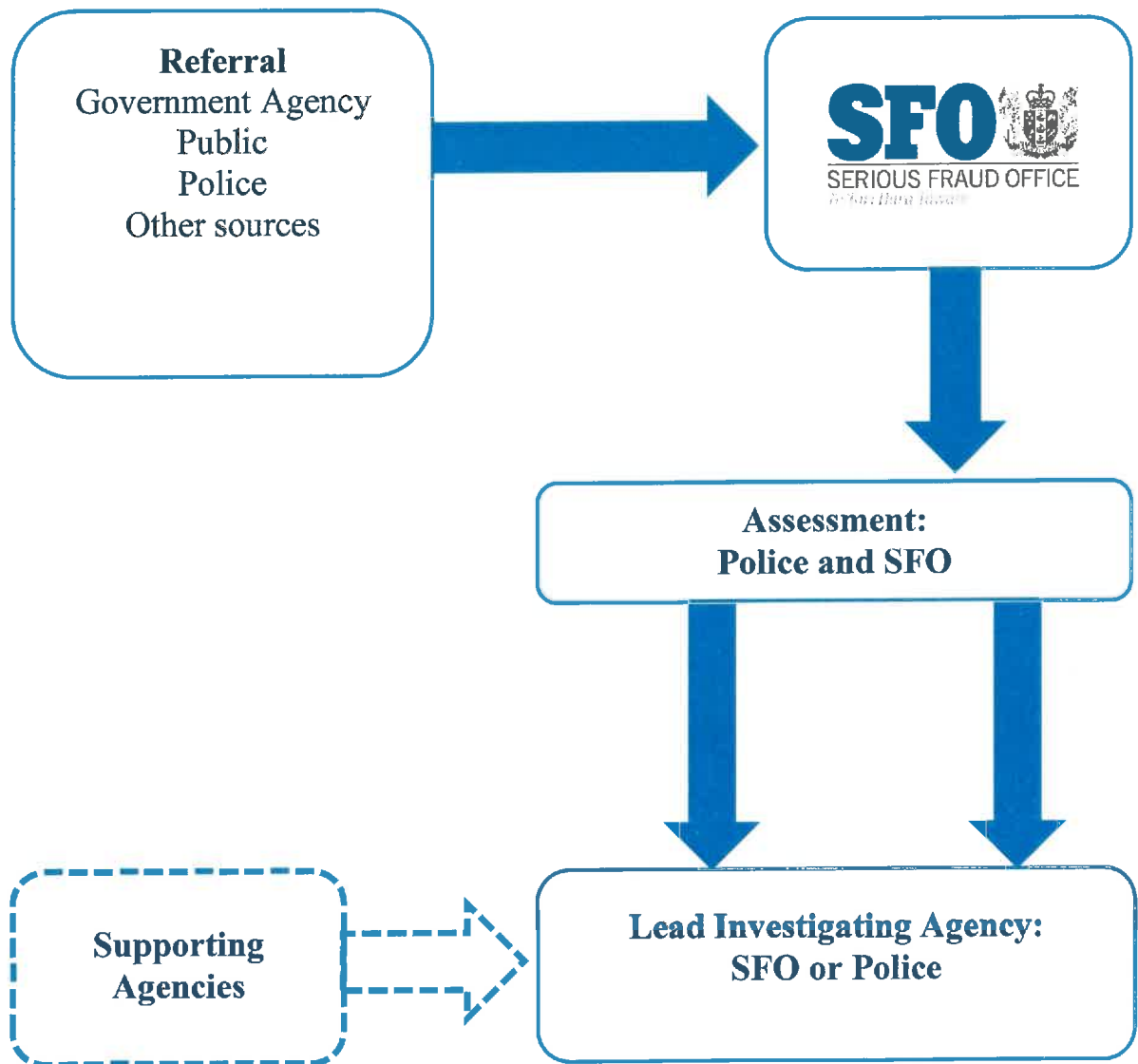
1. This Schedule outlines the processes for reporting and enforcing corruption and bribery offences. These processes are to be adopted by the SFO and Police to ensure there is a consistent approach to corruption reporting, investigation and enforcement in New Zealand.
2. This Schedule has been developed to assist New Zealand's compliance with the Organisation for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and to support ratification of the United Nations Convention against Corruption.
3. The SFO is the lead agency for the investigation of bribery and corruption.

Referral process

4. All bribery and corruption offences are to be referred to the SFO, who will act as a 'single window' for bribery and corruption reports.
5. The SFO, within 10 working days of receiving the report, will contact Police, to jointly assess and determine which agency should have the lead in investigating the allegation.
6. Where the allegation involves a Police Employee (both Constabulary and Non-Constabulary) then Police Professional Conduct must be informed. Where appropriate, the Independent Police Conduct Authority will be notified by Police.
7. This process will not affect criteria for which agency leads individual investigations, or alter agencies' investigative mandates or roles.
8. Decisions on which agency should lead each investigation will be determined in line with agencies' mandates and roles with consideration to where appropriate powers lie, resources, public interest, disposal/resolution and the modus operandi and type of offence. The response may be multi-agency to ensure that the lead investigating agency has access to the strengths of the other law enforcement agencies.
9. Where Police receive notifications of bribery or corruption, for instance, through the Crime stoppers anonymous tip-off line, this information will be referred to the SFO to initiate a joint assessment process.
10. Police Professional Conduct will annually provide SFO with a summary of all bribery and corruption complaints against all Police Employees (both Constabulary and Non-Constabulary).
11. SFO will annually provide Police with a summary of all bribery and corruption complaints or referrals received through the 'single window'.
12. The referral process to be followed for bribery and corruption cases is outlined in the process map on page 18 of this MoU.

Reporting process map

Bribery and Corruption Reporting Process



- Consideration for assessments**
- Powers
 - Resources
 - Disposal/Resolution
 - Modus Operandi
 - Public Interest

- Review of complaints**
- 12 monthly strategic/operational groups
 - Wider Government consultation

Response

13. Corruption allegations are to be thoroughly investigated by the appropriate law enforcement agency in line with that agency's policies and procedures. Where the report involves or originates from another government agency, that agency should be represented as part of the investigation process as much as appropriate.
14. Specific corruption offences are found in the Crimes Act 1961 and the Secret Commissions Act 1910.

Communication

15. The SFO's point of contact for referrals of bribery and corruption cases is the SFO Evaluation Officer. The SFO's point of contact in regards to the joint assessment of reports is the General Manager, Evaluation and Intelligence. The contact details for the incumbents are listed in Schedule 1.
16. Police's point of contact for bribery and corruption cases is the Assistant Commissioner Investigations or nominee. The contact details for the incumbent are listed in Schedule 1.

Schedule 7 – Secondments

1. From time to time each party may second staff to the other party for an agreed period of time. This schedule sets out the policies in relation to these secondments.
2. During the period of secondment, the seconded employee will remain employed by their home organisation, and will return to their home organisation at the completion of their secondment.
3. The seconded employee will continue to be subject to their original terms and conditions of their employment, except where modified by agreement between the parties and the seconded employee (and recorded in a Secondment Agreement).
4. Each secondment will be documented in an agreement between the parties and the seconded employee, using the standard terms and conditions, as are appropriate, set out in the Secondment template in the Appendix to Schedule 7.

Communication

5. The SFO's point of contact for this Schedule is the General Manager, Corporate Services. The contact details for the incumbent are listed in Schedule 1.
6. Police's point of contact for this Schedule is the Senior Human Resources Manager or nominee. The contact details for the incumbent are listed in Schedule 1.

APPENDIX TO SCHEDULE 7

External secondment agreement

The Secondee	<name>
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Home Position	<title of the position> This is the position held by the secondee in their Home Business Unit
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Home Business Unit	<name of the Home Business Unit> This is the business unit the secondee normally works in and will be seconded from.
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Host Business Unit	<name of the Host Business Unit> This is the business unit the secondee is being seconded to.
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Host Position	<title of position> This is the position to be occupied by the secondee in the Host Business Unit. A <position description / set of objectives> is attached as Appendix One.
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Home Manager	<name of Home Manager> This is the manager of the Home Business Unit that the secondee reports to in their Home Position.
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Host Manager	<name of Host Manager> This is the manager of the Host Business Unit that the secondee will report to during their secondment.
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Term of secondment	The period will be from <start date> to <end date>. The term can be varied by mutual agreement, however if the secondment is completed earlier than expected, the secondment will end. No less than two weeks' notice will be required by the secondee, the Host Business Unit and the Home Business Unit.
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Purpose of external secondment The purpose of the external secondment is to <describe purpose>.

Benefits of the secondment:

• Secondee <describe benefits>

• Host Business Unit <describe benefits>

Performance Management

The Host Manager and the secondee will be jointly responsible for:

- negotiating a performance agreement within four weeks of the secondment commencing
- seeking and giving regular feedback
- preparing for and conducting a performance assessment at the conclusion of the secondment.

The annual performance appraisal may need input from both the Home Manager and the Host Manager.

Total Remuneration

The secondee's total remuneration per annum is <\$Annual Total Remuneration>.

Allowance additions

Allowances the secondee will receive during the period of their secondment are <detail the relevant allowances>

Allowance removals

Allowances the secondee will cease to receive for the period of their secondment are: <detail the relevant allowances>

Reimbursement of Costs

The secondee may claim reimbursement for the following costs if they are additional costs and are incurred as a direct result of the secondee undertaking the external secondment:
<detail types of costs>

Hours of Work

<number of hours per week>

Leave	<p>Where the secondee has access to the NZ Police intranet they will submit accurate timesheets via the NZ Police database on a weekly basis.</p> <p>Where the secondee does not have access to the NZ Police intranet [agree on the mode by which the secondee will submit timesheet records]</p>
Terms and Conditions	<p>As per existing employment agreement <name of applicable agreement></p>
Use of Powers	<p>Unless otherwise specified, Police secondees will retain their Police powers during the course of the secondment to the SFO. However, access to NIA by Police secondees is not permitted.</p>
Induction	<p>An induction will be provided to the secondee at the commencement of the secondment.</p>
Conclusion of secondment	<p>The secondee will return to his/her Home Position on a full-time basis, unless during the secondment period he/she makes application for and accepts another position within NZ Police or leaves the NZ Police.</p>
Early Recall from Secondment	<p>It is agreed that the Home Business Unit can call on the secondee for assistance with critical issues where the secondee's absence could jeopardise the working of the Home Business Unit. This early recall will not exceed a total of five days during the secondment period unless agreed to by both the Host Business Unit and the Home Business Unit.</p>
Code of Conduct, policies, procedures and practices	<p>During the term of secondment the secondee will abide by the requirements (including confidentiality) set out in the Code of Conduct, policies, procedures and practices of both the Home Business Unit and the Host Business Unit.</p> <p>Any possible conflict of interest will be brought to the Host Business Unit's attention for discussion, which may also involve the Home Business Unit as required.</p>

Health and Safety The Host Business Unit's work environment will meet the requirements of the Health and Safety policies of both the Home Business Unit and the Host Business Unit.

The secondee has on-going responsibilities to take appropriate steps to avoid harm and to bring any health and safety issues to the Host Business Unit's attention.

Mandatory Safety Training Requirements To safely fulfil the requirements of the Host Position, the secondee requires current certification in the current areas (tick as applicable) before the secondment can commence:

- Pitt level certification
- First Aid
- Custodial Suicide Prevention
- Driving Certification
- PCT*
- Other <describe>

* PCT is not required for Commissioned Officers

Applying for Positions The Home Business Unit and the Host Business Unit recognise that the secondee is entitled to apply for advertised positions during the period of secondment.

I have read the External Secondment Agreement and accept the terms and conditions as stated.

Secondee

Name (print):
Signature

QID:
Date: / /

Manager of home business unit

Name (print):
Signature

QID:
Date: / /

Manager of host business unit

Name (print):
Signature

Date: / /

