**MEMORANDUM OF UNDERSTANDING (MOU) 2025**

**PARTIES**

1. Te Mahi Ako

14 Sages Lane

Te Aro

**Wellington 6011**

0508 475 455

1. Secondary School Information

Name of school \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Coordinator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (DD/Mobile) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED for and on behalf of**

TE MAHI AKO

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED for and on behalf of**

SECONDARY SCHOOL

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please complete and attach the required Student Registration form to your MOU

1. **Purpose**
	1. The purpose of this Memorandum of Understanding (MOU) is to support the delivery and assessment of Te Mahi Ako school programmes.
	2. This MOU establishes principles and guidelines for effective collaboration and cooperation between the parties, in meeting agreed objectives. It defines areas of agreed responsibility and agreed processes and is intended to be facilitative and to assist with achieving a shared goal.
2. **Relationship Principles**
	1. The key relationship principles governing the way in which the parties will each conduct themselves in relation to all matters associated with this Memorandum of Understanding are:
* To communicate in an open and honest manner
* To commit to working collaboratively to ensure students get the best possible encouragement and support to succeed
* To value and respect the significant contribution made by workplaces
* To be accountable to all stakeholders involved in the programmes

2.2 The parties acknowledge that these relationship principles will be critical to the success of this Memorandum of Understanding and agree to comply accordingly.

1. **Programmes**
	1. The school programme/s approved through this agreement are shown below

**Pool Lifeguard Practising Certificate**

|  |  |  |  |
| --- | --- | --- | --- |
| Unit Standard | Title | Level  | Credit |
| 30123 | Recognise and respond to simulated emergencies and apply rescue techniques as a pool lifeguard in an aquatic facility (v2) | 3 | 10 |
| 30124 | Supervise customers and maintainsafety as a pool lifeguard in anaquatic facility (v2) | 3 | 5 |
| 29848 | Demonstrate knowledge of safework procedures and practices ina recreation workplace (v2) | 3 | 5 |

1. **Delivery of Training and Assessment**
	1. Te Mahi Ako is responsible for providing leadership regarding training needs for the industries it serves.
	2. All resources have been developed by Te Mahi Ako and will remain the property of Te Mahi Ako in perpetuity.
	3. A Te Mahi Ako assessor will carry out all theory and practical assessments and will report the assessment results directly to the New Zealand Qualifications Authority (NZQA) via their assessor portal.
	4. Te Mahi Ako will charge each secondary school an annual **non-refundable** fee for each programme a student is enrolled in. The fee will cover administration, provision of resources, assessment services and regionalised visits to the school or workplace.
	5. Te Mahi Ako will provide the school with an assessment verification report quarterly.
2. **The secondary school will:**
	1. In advance of the commencement of the programme, submit to Te Mahi Ako a completed and signed MOU and student enrolment form. These must be received a minimum of 10 working days in advance of the programme starting.
	2. Ensure that each participating student is registered with the New Zealand Qualifications Authority.
	3. Ensure each student is provided with or has access to the relevant resources including access to an internet-enabled computer, laptop, tablet or mobile device for the purposes of completing the e-learning components of the programme.
	4. Ensure all participating students meet the pre-requisite requirements for the programme they are enrolled in.
* Pool Lifeguard Practising Certificate (PLPC)

 each student can competently swim 200m in under 6 minutes

each student holds a current 6400 series first aid certificate or is booked to complete their first aid certificate before starting the programme

* 1. Identify appropriate workplaces in the community for the student to complete their Te Mahi Ako programme.
	2. Meet with the workplace and student to confirm the student’s Individual Learning & Assessment Plan and to ensure the workplace will provide the necessary support.
	3. Accept responsibility at all times for the conduct, welfare and safety of students participating in the programme.
	4. Be responsible for any information about the student required by NZQA.
	5. Be responsible for all administrative arrangements such as student enrolment, student welfare services and keeping any relevant records.

5.10 Be responsible for checking that the Unit Standard results have appeared on the students NZQA Record of Achievement

5.11 Inform Te Mahi Ako promptly in writing of any changes that might affect this Memorandum of Understanding.

5.12 Notify Te Mahi Ako when a learner needs to be withdrawn and follow the withdrawal process. Please email info@temahiako.org.nz

1. **Te Mahi Ako will:**
	1. Issue the Memorandum of Understanding (MOU)
	2. Provide access to resources on the return of the signed MOU and completed student enrolment form.
	3. Complete an induction session – meet with the student and school to coordinate the student’s education plan goals (where applicable).
	4. Complete a workplace or school site visit during the students’ tenure with Te Mahi Ako to provide support and ensure students are on track with their programme.
	5. Assist (where applicable and upon request) with the facilitation of local workplaces willing to participate in a Te Mahi Ako Gateway programme.
	6. Provide an Asessment Verification Report for each student quarterly or on request from the school coordinator.
	7. Resolve any discrepancies between the Assessment Verification report and the actual results reported to the NZQA.
	8. Report achieved unit standards to the New Zealand Qualifications Authority.
	9. Inform the secondary school of any changes in the agreed processes in writing.

6.10 Provide on-going advice and support to the secondary school relating to Te Mahi Ako’s programmes.

* 1. Ensure all moderation requirements are fulfilled.
1. **Termination, Amendments and Intellectual Property**
	1. Either party may terminate this Memorandum of Understanding by providing the other party with written notice.
	2. All access to materials in connection with Te Mahi Ako’s programmes will be disabled by Te Mahi Ako immediately upon termination of this Memorandum of Understanding or at the end of each calendar year.
	3. The secondary school acknowledges that all intellectual property in connection with Te Mahi Ako’s programmes is, and shall remain, the sole property of Te Mahi Ako, regardless of any variations made or other matter whatsoever.
2. **Disputes**
	1. In the event of a dispute between the Secondary School and Te Mahi Ako, both parties will make a genuine effort to resolve the issues.
	2. If the dispute cannot be resolved both parties agree to:
3. Nominate a representative who is authorized to negotiate and settle the dispute on their behalf
4. Use a mediation process if requested by the other party before initiating any legal proceedings, provided that neither party shall be prevented from seeking urgent relief from a court (such as an injunction) by this clause.