

2025 GATEWAY MEMORANDUM OF UNDERSTANDING (MOU)

THIS AGREEMENT IS MADE BETWEEN:

Te Pūkenga – New Zealand Institute of Skills and Technology trading as **ServiceIQ**, a Crown Entity established under and governed by the Education and Training Act 2020 and the Crown Entities Act 2004 (“**ServiceIQ**”) and:

.....
(Insert name of school), hereinafter referred to as the (“School”)

1. Purpose

- 1.1 ServiceIQ and the school agree that the purpose of this MOU is to support the introduction and maintenance of the ServiceIQ Schools Gateway Programme as applied to work-based learning using ServiceIQ selected unit standards for the calendar year.
- 1.2 The school may only use and report from the list of workplace-approved unit standards as listed in the Readymade and DIY Gateway Handbook (available for download from the ServiceIQ website on the School's Gateway page). Units outside of the document are by approval only.

2. Assessment

- 2.1 Where a school holds appropriate Consent to Assess and has marked the work itself, the school must use its own provider code for reporting student results to NZQA.
- 2.2 Where a school has used the marking services provided by ServiceIQ, the school may use ServiceIQ's provider code to log student results within the school's internal student management system and to report student results to NZQA. The ServiceIQ provider code will be sent to you with a counter-signed copy of this MoU.
Using the ServiceIQ provider code is only permitted upon receiving the counter-signed MOU from ServiceIQ.
Schools using the ServiceIQ provider code without pre-approval will be reported to NZQA who will remove those credits.
- 2.3 The Aviation Gateway unit standards are always assessed by a ServiceIQ registered assessor as they are beyond the Consent to Assess scope appropriate to a school.
- 2.4 Where the school does not hold Consent to Assess for the unit standards chosen, ServiceIQ will provide an assessment service on a cost recovery basis.
- 2.5 The distinction between 2.1 and 2.2 must be adhered to and ServiceIQ will verify any students' results reported under 2.2 with NZQA on a quarterly basis.
- 2.6 All ServiceIQ Registered Assessors being used through the Gateway programme must:
 - a. be currently registered with ServiceIQ.
 - b. use ServiceIQ pre-approved Gateway learning and assessment resources (See Readymade and DIY Gateway Handbook)
 - c. keep originals or copies of marked student work for a period of 18 months from the date of assessment for moderation purposes.

3. Service Provision – School

The school will:

- 3.1 Submit to ServiceIQ a completed and signed MoU and student registration form/s.
- 3.2 Select and support students involved in the Gateway programme as per current Tertiary Education Commission (TEC) guidelines.
- 3.3 Liaise directly with each employer to discuss and formulate a health and safety management plan with each student being placed with that employer.
- 3.4 Accept responsibility at all times for the welfare and safety of students in a Gateway programme as per current TEC guidelines.
- 3.5 Ensure appropriate uniforms are provided as per current TEC guidelines and in accordance with the workplace's requirements.
- 3.6 Ensure that students complete all required workplace hours/placement days to the standard expected by ServiceIQ and the workplace, and that students follow all employer policies and procedures.
- 3.7 In advance of the commencement of the programme, advise ServiceIQ, in writing, of the details of all students who are scheduled to be assessed by a ServiceIQ Registered Assessor including a list of unit standards/ programme title, full name, date of birth and National Student Number (NSN) of the student.
- 3.8 Ensure that assessors use only ServiceIQ pre-approved learning (where available) and assessment material for all workplace learning and assessment (See Readymade and DIY Gateway Handbook).
- 3.9 Ensure that if the school's Teacher or Gateway Coordinator is used for training and assessment they meet the unit standards Consent and Moderation Requirements as stated by NZQA
- 3.10 Ensure all verifiers understand their responsibilities and requirements towards the student.
- 3.11 Take responsibility for checking that the unit standard results have appeared on the student's NZQA Record of Achievement and must provide a NZQA copy of this when requesting Certificates of Achievement from ServiceIQ.

4. Service Provision – ServiceIQ

ServiceIQ will:

- 4.1 Return a counter-signed copy of the MoU to the school.
- 4.2 When there is a signed MoU in place, allow the school to use ServiceIQ's provider code for the agreed unit standards (as per section 1.2 of this MOU) enabling the achieved unit standard credits to be reported against the students' NCEA results.
- 4.3 Provide the school with pre-moderated assessment material and marking services where applicable.
- 4.4 Have a quality management system in place for assessment and moderation procedures.
- 4.5 Use registered assessors to assess students for the standards relating to the Gateway Programmes.
- 4.6 Enforce non-compliant use of the provider code by notifying NZQA, which will remove the reported credits.

5. Financial Arrangements

- 5.1 ServiceIQ takes responsibility for financial arrangements by invoicing the school for resource and assessment costs where applicable.
- 5.2 The school will be responsible for all assessor costs, NZQA hook-on and credit reporting fees, and the payment for ServiceIQ learning and assessment material and certificates.

6. Delivery of Training and Verification

- 6.1 The school is responsible for placing the student within a suitable workplace within the appropriate service sector: Hospitality, Aviation, Tourism, Travel, or Retail Supply Chain.
- 6.2 The Workplace will be responsible for verification and delivery of the workplace component of the training plan.
- 6.3 ServiceIQ Gateway assessments, where required, should be scanned and emailed to ServiceIQ to be marked.
- 6.4 ServiceIQ Gateway resource material must be purchased and used for all ServiceIQ Gateway unit standards. Evidence verification is required for assessment of student competency.
- 6.5 The school must keep records of completed student work for moderation purposes. Internal Moderation to ensure marking consistency is the responsibility of the school. Annual External Moderation sampling by ServiceIQ is a process for checking that assessment decisions have been made consistently across New Zealand.

7. Term and Amendment of this MOU

- 7.1 This MOU will be in place from date of signature of all parties until 31 December 2025.
- 7.2 Any amendments to the provision of this MOU must be in writing and signed by both parties.

8. Termination

- 8.1 Either party may terminate this agreement for any reason by giving no less than one (1) months' notice in writing to the other party, in which event such termination will take effect upon the expiration of the notice period.
- 8.2 Either party may terminate this agreement if the other party is in breach, or fails to perform any term, condition or provision contained in this agreement, and fails to remedy the same within fourteen (14) days of receiving written notice detailing the nature of the breach and requiring the breach to be remedied.
- 8.3 ServiceIQ may terminate this agreement with immediate effect if the school and/or any Key Personnel:
- a. commits a serious breach of this agreement (as reasonably determined by ServiceIQ);
 - b. fails a safety check performed in accordance with clauses 3.3 and 3.4;
 - c. is found to have provided untrue information, or to have acted dishonestly, fraudulently, negligently or has misrepresented any information in relation to the provision of the Services;
 - d. is charged with or convicted of any offence which, in the opinion of ServiceIQ, is likely to adversely affect the business or reputation of ServiceIQ and/or would result in any Key Personnel failing a safety check; or
 - e. is adjudicated bankrupt, enters into a composition with its creditors, is the subject of liquidation proceedings.

9. Intellectual Property

- 9.1 In this MOU, Intellectual Property shall mean all statutory, common law and proprietary rights in patents, inventions, designs, trade marks or names, service marks (whether registered or unregistered), trade names, copyright, designs, business names, know-how, technology, trade secrets and any other similar or associated rights, including any applications to register the same anywhere in the world, including, where applicable, the right to sue and recover damages or other relief in respect of infringements of any of them.
- 9.2 The parties acknowledge that they do not anticipate any material Intellectual Property to be created under this MOU and that where any initiative(s) discussed under this MOU are to be progressed and given effect by the parties, those are anticipated to be subject to a separate written agreement that detail the particulars of that arrangement, including matters related to Intellectual Property.
- 9.3 For the purposes of this MOU, the parties agree:
- a. Nothing in this MOU will function to transfer either party's Intellectual Property rights to the other party;
 - b. each party will retain exclusive interest and ownership of its Intellectual Property that was developed before this MOU or developed outside of the scope of this MOU;
 - c. all rights to any Intellectual Property created or developed by either party under this MOU will be owned by the party that created that Intellectual Property; and
 - d. where a party is provided or comes into the possession of any Intellectual Property of the other party as a consequence of this MOU, it must:
 - i. only use that Intellectual Property as expressly permitted by the other party;
 - ii. not disclose or make available that Intellectual Property to any third party without having obtained the prior written permission of the other party; and
 - iii. return or destroy that Intellectual Property as soon as reasonably practicable upon the written direction of the other party and provide written confirmation that has occurred.

10. Confidentiality

10.1 In this MOU, Confidential Information means:

- a. this MOU, any and all material, information and data in any form related to this MOU;
- b. information relating to the business, operations, research, marketing, techniques, know-how, designs, inventions, procedures, or financial affairs of a party;
- c. personal identity and/or employment information shared under this MOU that is not intended for distribution to third parties; and/or
- d. any other information that is not within the public domain, or that is expressed or which would otherwise reasonably be considered to be confidential,
- e. where made available (either directly or indirectly) by one party to the other party in connection with this MOU and regardless of whether it was obtained before or after this MOU was entered into but does not include:
 - i. information that was in the public domain on the date of its receipt; and/or
 - ii. information that enters the public domain after the date of its receipt other than by unauthorised disclosure.

10.2 Each party shall keep secret and confidential any Confidential Information of the other party that it receives in connection with this MOU. Each party shall only use Confidential Information that has been made available by the other party and which it receives in connection with this MOU for the purpose that it was provided and shall not disclose it to anyone, except:

- a. to its officers, employees, service providers and advisers to the extent necessary for the purposes of this MOU;
- b. with the prior written consent of the other party;
- c. where necessary for its insurance purposes;
- d. to its regulators or where required by any mandatory direction of government;
- e. for the purpose of resolving any dispute that arises under this MOU; and/or
- f. if required to do so by the operation of law (including but not limited to, where required under the Official Information Act 1982), Minister of government, parliamentary convention or an order of a court of competent jurisdiction, provided that prior to the disclosure of any Confidential Information pursuant to clauses 7.1 (a) – (c), the disclosing party shall first ensure that the recipient of that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this MOU.

10.3 Each party will:

- a. put in place and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use by third parties;
- b. notify the other party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other party's Confidential Information; and
- c. comply with any reasonable direction of the other party in relation to any reasonably suspected or actual breach of the obligations in this clause 7.

10.4 Where this MOU expires or is terminated, all Confidential Information that has been made available by one party to the other party, shall be returned to the party that had made it available (or at its direction, destroyed), provided however that a copy of Confidential Information may be retained for legal, regulatory, insurance, audit purposes or to comply with legitimate internal policies of a party on the basis that that such Confidential Information is maintained in accordance with the obligations of confidentiality specified in this MOU.

11. Dispute Resolution

- 11.1 Where any dispute arises between the parties relating to this MOU, the two parties agree to exercise their best efforts to resolve the dispute as soon as possible by discussion. The parties shall, without delay, continue to perform their respective obligations under this MOU that are not affected by the dispute.
- 11.2 In the event of any dispute or controversy arising out of or relating to this MOU, the protection of students will not be compromised in any way.
- 11.3 If the dispute cannot be resolved between the parties within ten (10) working days of a party notifying the other that a dispute has arisen and the matters in dispute, that dispute will be referred to mediation, with the cost of the mediator to be shared equally by the parties.
- 11.4 The appointment of a mediator will be agreed by both parties. If the parties cannot agree on the appointment of a mediator within five (5) working days, a mediator will be appointed by the President for the time being of the Arbitrators and Mediators Institute of New Zealand or their delegate.
- 11.5 If the dispute is not resolved within ten (10) Working Days of the commencement of mediation, nothing in this MOU shall prevent the parties from agreeing an alternative method of dispute resolution or from seeking redress through the courts.
- 11.6 Nothing in this MOU will prevent a party from seeking urgent interlocutory relief from the courts of appropriate jurisdiction.

12. General

- 12.1 Neither party will represent themselves as the other party's agent, partner or representative without the prior written authorization of the other party.
- 12.2 Following the termination or expiration of this MOU, any provisions that would reasonably be intended to survive, will remain in effect including clauses 9 (Intellectual Property), 10 (Confidentiality), 11 (Dispute Resolution), 12.1, 12.2 and 12.4 (General).
- 12.3 This MOU may be completed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Electronic signatures complying with applicable law will be deemed original signatures for the purpose of this MOU.
- 12.4 This MOU and all matters arising from it shall be governed and interpreted in accordance with New Zealand laws. The New Zealand courts shall have non-exclusive jurisdiction to determine any dispute arising in connection with this MOU.
- 12.5 Force majeure: No failure or omission by any party to carry out or observe any of the terms of this MOU will be deemed a breach of this MOU if such a failure or omission arises from any cause reasonably beyond the control of a party. For the purposes of this MOU, causes beyond the reasonable control of a party includes but is not limited to fire, storm, flood, earthquakes, acts of God, pestilence, war (whether declared or undeclared), transportation embargo, labour disputes, acts of terrorism or acts of government or government agencies.

Signed for and on behalf of: **The School:**

Name of school:

Address:

City:Postcode:

Main point of contact for Schools Gateway Programmes:

Name:

Title:

Email:

Phone: (0.....)Mobile phone: (0.....)

Signature:Date:/...../.....

ServiceIQ Representative

Name:

Title:

Signature:Date:/...../.....

Please complete, sign and attach the required Student Registration Form/s to this MoU.

Email to schools@serviceiq.org.nz