



File ref: A1081176
3 August 2017

Level 9, 44 The Terrace
PO Box 27048
Wellington, New Zealand 6141
P +64 4 462 5200
www.tec.govt.nz

[Title]
[Name of Organisation]
[Address]
[Address]
[City]

Tēnā koe [name]

Approval of Māori Pasifika Trades Training (Consortium funding) for 2017 for the XXXX Consortium

We are pleased to advise we have approved funding for your Consortium for 2017, subject to the conditions set out in the enclosed Funding Confirmation.

Our investment in your organisation through Māori Pasifika Trades Training (MPTT) funding provides an important opportunity to enhance Māori and Pasifika achievement in trades training and to create pathways to sustainable employment.

Enclosed with this letter is a Funding Confirmation Guide. The Guide explains our funding functions, how we implement the funding mechanisms made by the Minister for Tertiary Education, Skills and Employment, and how the enclosed Funding Confirmation is structured.

Your Funding Confirmation sets out:

- the **period** for which the TEC has approved your Consortium's funding;
- the **amount** of funding approved for your Consortium;
- the **conditions** attached to your Consortium's funding; and
- **other provisions** relevant to your Consortium's receipt of funding.

Thank you for working alongside us this year. We recognise the important and diverse work that you do to meet the needs of the community that you serve. We look forward to continuing our work with you now and into the future.

Please do not hesitate to contact us if you have any questions.

Naku iti nei, nā

[Name]
[Title]



Funding Confirmation Guide

This funding confirmation guide provides information on how to read and understand your Funding Confirmation. It outlines our funding functions, how we implement funding mechanisms and the different components of your Funding Confirmation. Please ensure that you read the entire Funding Confirmation and understand the conditions of funding.

Funding overview

TEC's funding functions

We are tasked with the following functions (among a longer list of functions) in relation to the allocation of funding to tertiary education organisations (and other organisations):

- prescribing and publishing guidance on the content of, and processes associated with seeking, funding approval;
- prescribing and publishing guidance on the criteria we will use to assess proposed plans or applications;
- assessing proposed plans or applications and deciding whether they will receive funding approval by applying the relevant assessment criteria;
- determining the amount of funding payable to organisations by applying the appropriate funding mechanisms;
- allocating funding to organisations that have plans or that are exempt from the requirement to submit a plan, and organisations that receive funding other than via a plan; and
- monitoring the performance of organisations that receive funding, including by measuring performance against specified outcomes.

Minister's funding mechanisms

The Minister for Tertiary Education, Skills and Employment determines the design of funding mechanisms by making funding determinations pursuant to section 159L of the Education Act 1989. The funding mechanisms for each fund specify:

- the amount of money, or the proportion of an amount of money, available;
- the funding to different groups of organisations or types of organisations; and
- the funding that targets particular groups of students.

TEC implementing funding mechanisms

It is our role to implement the Minister's funding mechanisms. In accordance with section 159YA (for organisations that have plans or are exempt from the requirement to submit a plan) or section 159ZC (funding for organisations other than via plans) of the Education Act, we are able to give funding approval subject to conditions, but only if the conditions are:

- conditions that the Minister has determined we must attach to funding (as set out in the Minister's funding mechanism); or
- conditions that we consider necessary to implement the funding mechanism.

The statutory framework provides that if your organisation accepts the funding, it also accepts the funding conditions imposed by TEC, as set out in your Funding Confirmation.

Your Funding Confirmation

Your **Funding Confirmation** sets out the following details:

- **Front page.** The front page of the Funding Confirmation sets out the Key Particulars, which provide a snapshot of the details that your organisation needs to know about the funding we have approved for your organisation. This includes your Edumis number, the amount of funding approved for your organisation and the date from which funding approval has effect.
- **Base Funding Confirmation.** The main body of the Funding Confirmation sets out funding conditions and other provisions relating to your organisation's receipt of funding. These apply to all funds named in your Funding Confirmation. The conditions are imposed pursuant to section 159YC or section 159ZD(2) of the Education Act (as applicable).
- **Appendix 1: Funds, Funding and Funding Period.** This Appendix provides a breakdown of funding that your organisation has been approved to receive. Additional funding provisions that apply either generally, or in relation to funding received from a specific fund, are also set out in this Appendix.
- **Appendix 2: Fund-specific Conditions.** This Appendix sets out any funding conditions that apply in relation to your organisation's receipt of funding from a particular fund. The conditions are imposed pursuant to section 159YC or section 159ZD(2) of the Education Act (as applicable).
- **Appendix 3: Organisation-specific Conditions.** This Appendix sets out any funding conditions that apply in relation to your organisation's receipt of funding that are particular to your type of organisation or to you. The conditions are imposed pursuant to section 159YC(2) or section 159ZD(2) of the Education Act (as applicable).
- **Appendix 4: Contacts.**

Education Act 1989

In addition to the funding conditions set out in paragraph 2 of the Base Funding Confirmation and Appendices 2 and 3 of the Funding Confirmation, the Education Act 1989 also sets out a number of statutory conditions that apply to your organisation's receipt of funding. These conditions are set out in section 159YC(1) or section 159ZD(1) of the Education Act (as applicable). These conditions relate to the supply of financial, statistical or other information to us or the Ministry of Education from time to time, as required by either of those organisations.

The Education Act also requires your organisation to comply with certain provisions that relate to accountability for funding. These provisions are set out in section 159YC or section 159ZD of the Education Act (as applicable). These provisions relate to record-keeping and reporting of information.

Part 13A of the Education Act also provides statutory authority for us to take certain actions in respect of an organisation's funding, including suspending or revoking funding. Reference has been made to these provisions in the Funding Confirmation and the provisions will be applied, where applicable. Accordingly, your Funding Confirmation should be read alongside your organisation's statutory obligations and our statutory authority in respect of such funding.

Contents

Base Funding Confirmation	5
Introduction	5
1. Funding	5
2. Conditions	5
2.1 Supply of information	6
2.2 Source and use of funding	7
2.3 Fund-specific Conditions	7
2.4 Organisation-specific Conditions	7
2.5 Organisation to make information available to TEC and its appointed representative for the purpose of monitoring	7
3. Variations	7
4. Communication and relationship management	7
5. Record-keeping and reporting	8
6. TEC monitoring activities	8
7. Suspension or revocation of Funding	8
8. Entire confirmation	8
9. No guarantee of further funding	8
10. Definitions and Interpretation	9

Base Funding Confirmation

Introduction

- A. This Funding Confirmation sets out the Conditions that apply to your receipt of Funding in respect of the applicable Funding Period for each Fund.
- B. The Conditions set out in this Funding Confirmation are in addition to the Conditions that apply to your receipt of the Funding, as set out in Part 13A of the Education Act.
- C. This Funding Confirmation also sets out other provisions that apply to your receipt of the Funding.

1. Funding

1.1 Subject to:

- (a) your compliance with the Conditions;
- (b) our rights to suspend or revoke the Funding as set out in the Education Act;
- (c) the relevant Funding Mechanisms continuing in effect; and
- (d) paragraph 1.5 of this Funding Confirmation.

We will provide you with the Funding specified in Appendix 1 in respect of the Funding Period.

- 1.2 Subject to our future approval, we intend to provide you with the Indicative Funding specified in the Key Particulars (if any).
- 1.3 In addition to our right to suspend or revoke some or all of the Funding, in order to ensure accountability for public money, we will:
 - (a) monitor your compliance with the Conditions; and
 - (b) recover funding for under-delivery in relation to your Application for Funding, in accordance with the Conditions.
- 1.4 Amounts specified in Appendix 1 are in New Zealand dollars and exclude GST. We will pay you the Funding plus GST, if applicable.
- 1.5 Notwithstanding any other term in this Funding Confirmation, you acknowledge that our ability to pay the Funding depends on Government continuing to appropriate sufficient funding for the relevant Fund and that we will not be required to make the Funding available to you where there is not a Government appropriation that permits us to do so. We will advise you in advance of any Funding being due if the Funding cannot be made available to you for this reason.

2. Conditions

The Funding specified in this Funding Confirmation is payable by us subject to the Conditions specified in this paragraph 2. Conditions are imposed pursuant to section 159ZD(2) of the Education Act. Funding specified in this Funding Confirmation is also payable subject to the statutory Conditions specified in Part 13A of the Education Act for Off-plan Funding.

2.1 Supply of information

- (a) You must supply to us information relating to your financial viability, if we notify you that we require that information.
- (b) You must supply to us information about your subcontracting arrangements when we request that information.
- (c) You must notify us at least 28 days before, or as soon as practicable if it is not possible for you to notify us at least 28 days before:
 - (i) you have a Change of Control (see definition below);
 - (ii) you transfer (or agree to transfer) all or a material part of your assets to a third party;
 - (iii) you merge with or acquire any other entity or business; or
 - (iv) there is any change to the persons who make up your governing body.
- (d) You must notify us immediately if:
 - (i) any record required to be kept under section 159ZE of the Education Act has been lost or damaged;
 - (ii) you are no longer able to comply with a Condition;
 - (iii) your NZQA registration or accreditation is cancelled (relevant if you are a PTE);
 - (iv) you have an Insolvency Event (see definition below);
 - (v) you have changed your name; or
 - (vi) the location or locations at which you deliver a course or courses has changed.

Definitions used in this paragraph 2.1

"Insolvency Event" means, in relation to you, the occurrence of any of the following events:

- (A) any step taken in or toward the making of any compromise, proposal or deed of arrangement with all or some of your creditors;
- (B) the appointment of a liquidator, provisional liquidator, receiver, receiver and manager, voluntary administrator, statutory manager, or similar official in respect of you or the whole or part of your assets;
- (C) the suspension or threatened suspension of the payment of your debts;
- (D) you cease or threaten to cease to carry on all or any material part of your business or operations;
- (E) a distress, attachment or other execution is levied or enforced upon, or commenced against, any of your assets and is not discharged or stayed within 10 business days, except, in each case, when we are satisfied that that you are contesting the same in good faith by appropriate proceedings;
- (F) cessation of your business in New Zealand; or
- (G) any other insolvency event or proceedings analogous to any of the foregoing occurring in any relevant jurisdiction;

"Change of Control" means, in relation to a person (the "first person"), when a person acquires Control of the first person or when a person who controls the first person ceases to do so; and

"Control" means, in relation to a person (the "first person"), the ability of another person (the "second person") to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting rights in a body corporate is deemed to constitute Control.

2.2 **Source and use of funding**

(a) You must:

- (i) not (without our prior written consent) seek or obtain any funding from any Crown source other than the TEC to fund a programme or training scheme that is delivered using the Funding; and
- (ii) notify us immediately if you become aware of any circumstances that might result in a breach of subparagraph (i) of this Condition.

(b) You must only use the Funding:

- (i) lawfully, responsibly, and for the purposes for which the Funding is provided; and
- (ii) in a manner consistent with the appropriate use of public funds.

2.3 **Fund-specific Conditions**

You must comply with the Fund-specific Conditions set out in Appendix 2.

2.4 **Organisation-specific Conditions**

You must comply with the Organisation-specific Conditions set out in Appendix 3.

2.5 **Organisation to make information available to TEC and its appointed representative for the purpose of monitoring**

By accepting the Funding you are deemed to have acknowledged that one of our statutory functions is to monitor the performance of organisations receiving funding from us, and that it is a statutory condition that you must maintain certain records and supply certain information to us. Accordingly, by accepting the Funding, you are deemed to have acknowledged that we need access to certain information to enable us to undertake our monitoring activities and, as such, you authorise us (and any representative acting on our behalf) to have reasonable access to information needed by us to undertake our review and monitoring function. This includes you authorising us and our appointed representatives to have reasonable access to your premises and any premises where your records are kept for the purpose of enabling monitoring and review activities to be undertaken at those premises. For the avoidance of doubt, provision of, and compliance with, the undertakings given in this paragraph 2.5 is a Condition.

3. **Variations**

You must contact us in the following circumstances if you:

- (a) think the Minimum Requirements may need to be amended; and/or
- (b) wish to vary delivery from that specified in the Minimum Requirements.

4. **Communication and relationship management**

4.1 Regular contact will be maintained for the purpose of:

- (a) us monitoring your performance against the Minimum Requirements;
- (b) encouraging the on-going review and assessment of your effectiveness;
- (c) providing constructive feedback that will enhance the effectiveness of your performance; and
- (d) identifying early any issues and opportunities for you to improve.

4.2 If you expect that you will not meet the Minimum Requirements, or that you will not comply with a Condition, you must advise us in writing as soon as possible.

4.3 You will appoint a relationship manager who will be the first point of contact for our relationship manager, the TEC Investment Manager or Advisor. You may change your relationship manager at any time by giving written notice to us. Similarly, we may change our Investment Manager at any time by giving written notice to you. Your relationship manager and the TEC Investment Manager will maintain regular contact with each other during the Funding Period.

5. Record-keeping and reporting

In addition to any specific record-keeping and reporting obligations as described in the Conditions, you must comply with your record-keeping and reporting obligations as set out in section 159ZE of the Education Act.

6. TEC monitoring activities

We will monitor your performance in respect to your compliance with the Conditions.

If we consider that there are persistent quality issues with the data you submit to us, we may require that the accuracy of your data is validated by a third-party.

Your performance against the Minimum Requirements will also be considered when making future funding decisions.

7. Suspension or revocation of Funding

We may suspend or revoke some or all of the Funding provided under this Funding Confirmation in accordance with section 159ZF of the Education Act, in which case sections 159ZG and 159ZH of the Education Act also apply.

8. Entire confirmation

This Funding Confirmation sets out the entire understanding between you and us in relation to the Funding to be provided by us to you for the Funding Period. This Funding Confirmation supersedes all prior verbal or written communication relating to the provision of funding to be provided by us to you for the Funding Period (including all earlier communication in respect of the approval of funding made by the Chief Executive of TEC or any other TEC official).

9. No guarantee of further funding

It is important to understand that funding approval does not mean that we:

- (a) approve any funding other than that specified in this Funding Confirmation. This includes any Indicative Funding which requires further approval to be made by us before such funding can be considered to be “approved”; or

- (b) agree with every statement in your Application for Funding; or
- (c) will fund you in the future.

10. Definitions and Interpretation

10.1 Definitions

In this Funding Confirmation, unless the context otherwise requires:

Application for Funding means the documents submitted by you in relation to Off-plan Funding;

Base Funding Confirmation means paragraphs 1 to 10 (inclusive) of this Funding Confirmation;

Conditions means the funding conditions set out in paragraph 2 and Appendices 2 and 3 of this Funding Confirmation, along with any statutory funding conditions set out in the Education Act;

CUAP means the New Zealand Vice-Chancellor's Committee on University Academic Programmes;

Domestic Student means a domestic student as defined in section 159 of the Education Act;

Education Act means the Education Act 1989;

ESOL means English for Speakers of Other Languages;

Fund means any fund established by the Minister pursuant to a Funding Mechanism;

Funding means any funding provided by us to you in accordance with this Funding Confirmation from any Fund, the Funds and approved amount of Funding from each Fund being set out in Appendix 1;

Funding Confirmation means this Funding Confirmation, including the Base Funding Confirmation, Key Particulars, Appendices 1 to 4 (inclusive) and Attachments (if any);

Funding Mechanism means a funding mechanism determined by the Minister pursuant to section 159L of the Education Act;

Funding Period means the relevant funding period for each Fund as set out in Appendix 1;

GST means tax charged under the Goods and Services Tax Act 1985;

Indicative Funding means funding outlined in the Key Particulars that we intend to pay you in subsequent years, subject to future separate approval by us;

ITO means a body corporate for the time being recognised under section 5 or section 8(1) of the Industry Training and Apprenticeships Act 1992;

ITP means an institute of technology or polytechnic (being a polytechnic as defined in the Education Act);

Key Particulars means the 'Key Particulars' table on the first page of this Funding Confirmation;

Minimum Requirements means the minimum requirements set out in Appendix 3, and any other commitments specified in your Application for Funding;

MPTT means Māori and Pasifika Trades Training Initiative

NSN means National Student Number;

NZQA means the New Zealand Qualifications Authority;

NZQF means the New Zealand Qualifications Framework;

NZVCC means the New Zealand Vice-Chancellors' Committee;

Off-plan Funding or Off-plan Funds means, respectively, funding paid by us to you pursuant to section 159ZC of the Education Act, or from a Fund to which section 159ZC of the Education Act applies;

Organisation means the Organisation as set out on the first page of this Funding Confirmation and all references to "you" and "your" are to the Organisation;

PTE means a private training establishment;

REAP provider means a rural education activities programme provider;

SDR means the Single Data Return, which is the set of data items that are specifically required by the Ministry of Education and TEC for funding, monitoring performance, publishing performance information, as well as statistical reporting purposes;

SDR Manual means the manual for TEOs and Student Management System Developers setting out the specifications of the Ministry of Education and TEC data requirements for the Single Data Returns for each academic year;

TEC means the Tertiary Education Commission and all references to "we," "our" and "us" are to TEC;

TEI means an institution as defined in section 159 of the Education Act;

TEO means an organisation defined in section 159B(1) of the Education Act;

Wānanga means a body established under the Education Act;

Withdrawal means a student ceasing to participate in a course, programme or training scheme, by notice from the student to your organisation that they wish to withdraw participation or as a result of non-attendance or non-participation by a student at your organisation for any reason, and whether or not the student has been refunded any fees and **Withdraw** and **Withdrawn** have corresponding meanings; and

University means a body referred to or established under the Education Act.

10.2 Interpretation

Unless the context otherwise requires:

- (a) headings are not to be used for interpretation;
- (b) the Introduction forms part of this Funding Confirmation;
- (c) the singular includes the plural and vice versa;
- (d) a reference to documentation (including this Funding Confirmation) includes a reference to that document as varied, supplemented or substituted from time to time;
- (e) a reference to any legislation or policy includes a modification of that legislation or policy or, in the case of legislation, legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation;
- (f) a reference to an Appendix is a reference to an appendix to this Funding Confirmation;
- (g) a reference to a Schedule or Attachment is a reference to a schedule or attachment (as applicable) to this Funding Confirmation;
- (h) a reference to a paragraph is a reference to a paragraph in this Funding Confirmation;

- (i) whenever the words 'includes' or 'including' are used in this Funding Confirmation, they are deemed to be followed by the words "without limitation"; and
- (j) if there is any conflict between the terms of the Funding Confirmation and any other document, including your Application for Funding, the terms of this Funding Confirmation will prevail.

Appendix 1: Funds, Funding and Funding Periods

1. Funding

We will provide Funding of \$195,000.00 (ex GST) from the MPTT Consortium Activities Fund, payable on the basis set out in paragraph 3 of this Appendix.

2. Funding Period

The Funding Period is 1 January 2017 to 31 December 2017.

3. Payment Schedule

(a) Payment of Funding will be paid in 11 instalments according to the payment schedule below.

MPTT Consortium Activities Fund Funding					
Payment	Payment Details	Period linked to Payment		Payment Date	Payment Amount
1	The first payment of \$44,072.68 (excl. GST) will be made within 5 working days of confirmation of funding.	1-Jan-17	31-Jan-17	1-Feb-17	\$44,072.68
2-5	Payments from 1 March to 30 June 2017 will be equal instalments of \$22,036.33 (excl. GST).	1-Mar-17	30-Jun-17	First working day of each relevant month.	\$88,145.32
6-10	Payments from 1 July to 30 November 2017 will be equal instalments of \$10,463.67 (excl. GST).	1-Jul-17	30-Nov-17	First working day of each relevant month.	\$52,318.35
11	The final payment of \$10,463.65 (excl. GST) will be made 10 days after the receipt and successful completion of the final milestone report.	1-Dec-17	31-Dec-17	10-Feb-18	\$10,463.65
Total					\$195,000.00

(b) You must submit three reports according to the reporting schedule below:

Reporting Schedule				
Deliverable	Deliverable	Reporting Period		Due Date
1	Progress Report 1: Set up activities	1-Jan-17	31-Mar-17	15-Apr-17
2	Progress Report 2: Ongoing activities	1-Jan-17	31-Jul-17	15-Aug-17
3	Final Report 3: Summary of activities, including evaluation	1-Jan-17	31-Dec-17	15-Jan-18

Payments scheduled after each report may be held until the relevant report has been received and completed to our satisfaction.

Appendix 2: Fund-specific Conditions

Māori and Pasifika Trades Training Fund (Consortium Activities)

Contents

	Purpose of Fund
1	Organisation eligibility generally
2	Organisation eligibility
3	Consortium lead member’s responsibilities
4	Membership of Consortium
5	Consortium Activities
6	Funding from other sources
7	Female participation in MPTT
8	Participation of learners who may be less likely to participate or achieve in vocational training without MPTT
9	National employment outcomes
10	Minimum performance standards
11	Financial reports
12	Subcontracting
13	Repayment of MPTT Consortium Activities Fund Funding
14	Suspension or revocation of MPTT Consortium Activities Fund Funding

Māori and Pasifika Trades Training Fund (Consortium Activities)

Purpose of Fund

The purpose of this Māori and Pasifika Trades Training (MPTT) Fund is to support Māori and Pasifika learners aged between 16 and 40 years of age to enter and achieve in pre-trades training and progress to sustainable trades or trades-related employment, including New Zealand Apprenticeships, other successful industry training programmes at Level 3 and above on the NZQF, and managed apprenticeships. Progression to further provider-based vocational training at Level 4 or above that has strong employment outcomes is also a positive outcome.

Funding through the MPTT Fund is for:

- (a) fees top-up (MPTT Fees Top-up) to make Student Achievement Component (SAC)-funded programmes of pre-trades training fees-free to MPTT learners; and
- (b) brokerage services (MPTT Brokerage Services) to:
 - (i) match learner talents and aspirations with employer skill requirements and career pathways;
 - (ii) tailor pre-employment trades educational provision to the needs and aspirations of MPTT learners, communities and potential employers;
 - (iii) facilitate relationships between MPTT learners, providers, industry training organisations and potential employers; and
 - (iv) transition learners into sustainable employment.
- (c) consortium activities (MPTT Consortium Activities) to increase access to vocational training for Māori and Pasifika learners and improve pre-employment trades training (including robust work preparation) to align this training more closely to the needs of employers and of Māori and Pasifika communities.

Consortium activities include project management, co-ordination, and evaluation services, as well as employability skills training and fees for obtaining licenses, such as driver licences that complements the SAC-funded programmes and that learners are likely to need to gain entry-level employment in their chosen trade. The Government contribution towards the costs of teaching and learning services is funded through the SAC. An organisation delivering trades training under the MPTT initiative must meet the teaching and learning costs through its existing agreed SAC allocations funded as part of its Investment Plan. If an organisation does not receive SAC funding, it must have an agreement with an organisation that has a SAC allocation that is approved by us.

This Funding is supplemented by a tools grant for learners, paid to learners via a consortium member, whose purpose is to incentivise retention nearing the completion of training, and to foster strong transitions into employment and effective workplace-based training at NZQF Level 3 or above.

The following Conditions apply to your entitlement to receive funding that is allocated from the MPTT Fund in respect of MPTT (Consortium Activities) (MPTT Consortium Activities Fund), in addition to those Conditions set out in the Base Funding Confirmation and the Education Act.

1. Organisation eligibility generally

To be eligible to receive MPTT Fund Funding you must remain as part of the same approved consortium for the length of the Funding Period, except as agreed by us for the purpose of continuing to support enrolled learners. For the purpose of this Condition, you remain part of

the same approved consortium if you are part of the consortium comprising all of the members specified in Appendix 3 (Consortium).

2. Organisation eligibility

To receive Funding from the MPTT Consortium Activities Fund, you must meet and continue to meet the necessary eligibility criteria, being that you are the lead consortium member, and that you, as the lead consortium member are:

- (a) approved by us; and
 - (b) a legal entity; and
 - (c) either:
 - (i) an organisation that is eligible to receive MPTT Fees Top-up and/or MPTT Brokerage Services under the MPTT Fund; or
 - (ii) a person or body that provides tertiary education related services and is identified in accordance with section 159B(2) of the Education Act.
-

3. Consortium lead member's responsibilities

As the lead member of the consortium, you must enter into an arrangement, or arrangements, with each other member of the consortium that:

- (a) enables you to meet the Conditions imposed by us on you as the consortium lead member;
 - (b) imposes on each other member of the consortium obligations owed to you that are similar to your obligations in respect of any MPTT Fund Funding received by you; and
 - (c) imposes on each other member of the consortium obligations to provide information to and fully cooperate with you and us, in order to verify your compliance with the Conditions.
-

4. Membership of consortium

A consortium should consist of at least one tertiary education organisation, an industry training organisation, employer representation, and a Māori and/or Pasifika entity.

As the lead member of the consortium, you must not, without our prior written consent, enter into any arrangement with another organisation, or end an arrangement with any other member of the consortium, that would have the effect of changing the membership of the consortium.

5. Consortium Activities

You may only use MPTT Consortium Activities Fund Funding to undertake the following activities (which, for the purpose of this Funding Confirmation, are defined as "consortium activities"):

- (a) governance and project management;
 - (b) coordinating the contributions of consortium members and other services to the development of learner capabilities;
 - (c) employability skills training and licensing (such as driver licensing) that complements the SAC-funded programmes.
-

6. Funding from other sources

An organisation that receives MPTT Consortium Activities Fund Funding must:

- (a) not (without the TEC's prior written consent) seek or obtain any funding, from any Crown source other than the TEC, to fund a programme or training scheme which is funded under MPTT; and
 - (b) notify the TEC immediately if it becomes aware of any circumstances that might result in a breach of sub-paragraph (a) of this condition.
-

7. Female participation in MPTT

You must agree with us before 31 March 2017 an aspirational target level of female participation in MPTT that:

- (a) reflects the opportunity for the consortium to increase female participation in trades that offer sustainable employment and in which females have traditionally been under-represented; and
- (b) represents a significant but achievable increase on previous female participation in the Consortium's activities.

We will monitor your actual overall female learner participation and your performance against the target may be used to inform future funding decisions.

This target will form part of this Funding Confirmation.

8. Participation of learners who may be less likely to participate or achieve in vocational training without MPTT

- (a) You must agree with us before 31 March 2017 aspirational target(s) for the participation of learners less likely to participate or achieve in vocational training without MPTT, such as those with low qualifications and recent beneficiaries.

The target(s) should reflect local/regional needs and aspirations, and can relate to an industry need, specific qualifications and/or be in response to regional economic development strategies.

The target(s) will form part of this Funding Confirmation.

Your performance against the target(s) may be used to inform future funding allocations.

- (b) You must work with your consortium partners to ensure that the requirements below are met.

- (i) The TEC expects that learners enrolling in MPTT qualifications at Levels 3 and 4 on the NZQF hold qualifications no higher than Level 3 at the time of their enrolment.

Prior achievement requirements for learners enrolling in Level 1 and 2 qualifications must be met according to the tertiary education organisation (TEO) funding conditions for SAC Levels 1 and 2 provision.

9. National employment outcomes performance measure for consortia

You must comply with the employment outcomes performance measures that we specify.

The MPTT initiative is an end-to-end initiative for recruiting learners, providing training and pastoral care, and transitioning them into sustainable trades related employment. We expect you to have a strong role in achieving learner progression to:

- New Zealand Apprenticeships
- Other industry training programmes at Level 3 and above
- Managed Apprenticeships
- Trades related employment
- Further education at level 4 or above
- Other employment.

We will analyse 2016 employment outcomes data reported by your consortium partner TEOs (Actuals Data Collection Template). The TEC will review results across all consortia and determine a national measure for 2018. This measure will be based on the percentage of learners progressing as above.

Your performance against this measure may be used to inform future funding decisions.

10. Minimum performance standards

You must meet any minimum performance standards specified by us.

11. Financial reporting

- (a) You must, as soon as practicable after the end of any year in which you receive MPTT Consortium Activities Fund Funding, provide us with:
 - (i) a financial report for that year, including a statement of financial performance, a statement of financial position, a statement of movements in equity, a statement of cash flows, and a statement of service performance that compares your performance with the outcomes agreed with us as measured by any performance indicators agreed with us;
 - (ii) any financial reports, or statistical or other information, required by us; and
 - (iii) any information necessary to demonstrate compliance with the Conditions.
 - (b) The reports described in subparagraph (a) must be prepared in accordance with generally accepted accounting practice and audited by an independent chartered accountant.
-

12. Subcontracting

- (a) You must not subcontract any MPTT Consortium Activities Fund funded activities unless you have our prior written consent.
 - (b) You:
 - (i) must comply with any conditions imposed by us on the consent to subcontract; and
 - (ii) must ensure that the subcontracted party does not further subcontract any functions; and
 - (iii) remain accountable to us for the use of the MPTT Consortium Activities Fund Funding.
-

13. Repayment of MPTT Consortium Activities Fund Funding

If you receive MPTT Consortium Activities Fund Funding that is greater than it should have been, or that you were entitled to receive, you must treat the amount of the over-funding as a debt due to the Crown that:

- (a) is repayable on demand; and
 - (b) may be set-off against all or any funding, or any sum of money payable by us to you.
-

14. Suspension or revocation of MPTT Consortium Activities Fund Funding

If we suspend or revoke some or all of your MPTT Consortium Activities Fund Funding under section 159ZF of the Education Act 1989 before some or all of that funding has been used or contractually committed towards the purposes for which the funding was provided, you must treat the unexpended or uncommitted portion of the funding as debt due to the Crown that is:

- (a) repayable on demand by us; and
- (b) may be set-off against all or any funding, or any sum payable by us to you.

Appendix 3: Organisation-specific Conditions

You must comply with the following Minimum Requirements, and any other commitments specified in your Application for Funding.

Appendix 4: Contacts

Fund title	Māori and Pasifika Trades Training Fund	
Organisation name		
EDUMIS number		
Contact persons		
Organisation	Relationship Manager	
	Address	
	Phone	
	Facsimile	
	Email	
TEC	Investment Manager	
	Address	Level 10 44 The Terrace PO Box 27 048 WELLINGTON 6141
	Phone	
	Facsimile	
	Email	