

## MEMORANDUM OF AGREEMENT

### PARTIES

- 1 MITO New Zealand Incorporated (MITO), a body corporate recognised by the Tertiary Education Commission under Section 5 of the Industry Training and Apprenticeships Act 1992, based in Wellington.

MITO  
Level 3, 50 Customhouse Quay  
PO Box 10803, The Terrace  
Wellington 6143  
P. 0800 88 21 21

- 2 Secondary School

Full name of school \_\_\_\_\_

Postal address \_\_\_\_\_

Courier address \_\_\_\_\_

Principal \_\_\_\_\_

Phone (DDI) \_\_\_\_\_

Email \_\_\_\_\_

School Co-ordinator \_\_\_\_\_

Phone (DDI/mobile) \_\_\_\_\_

Email \_\_\_\_\_

## BACKGROUND

- (A) MITO is recognised under the Industry Training and Apprenticeships Act 1992 (including amendments) as the Industry Training Organisation for the automotive, transport, logistics, industrial textile fabrication and extractive industries.

MITO is responsible for setting skill standards, facilitating training and providing leadership on skill and training needs for the industries it serves.

- (B) MITO has developed the StartUp®, ShiftUp®, RockUp®, TrimUp® and LoadUp™ programmes for secondary school students.

Upon completion of each programme the student is eligible for a Micro-credential Award from NZQA.

- (C) All programme resources have been developed by MITO and remain the property of MITO in perpetuity.

- (D) MITO will complete all theory and practical assessment and will report the assessment results directly to NZQA. MITO will provide the school with an assessment verification report quarterly.

- (E) MITO will charge each Secondary School an annual non-refundable fee for each programme a student is enrolled in. This fee will cover provision of resources, assessment services and regionalised visits to the school or workplace.

- (F) This Memorandum of Agreement establishes principles and guidelines for effective collaboration and mutual co-operation 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 whilst creating rights and obligations that are legally binding.

## IT IS HEREBY AGREED:

## 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 Agreement are:

- (a) To communicate in an open and honest manner;
  - (b) To commit to working collaboratively to ensure students get the best possible encouragement and support to succeed;
  - (c) To value and respect the significant contribution made by workplaces;
  - (d) To be accountable to all stakeholders involved in this programme.
2. The parties acknowledge that these relationship principles will be critical to the success of this Memorandum of Agreement and agree to comply accordingly.

## **PROCESSES AND RESPONSIBILITIES**

3. MITO and the Secondary School agree that the following processes and responsibilities will assist in achieving the shared goal and will abide by these accordingly.
4. MITO will:
- (a) Issue the Memorandum of Agreement (MoA);
  - (b) Send an invoice to the Secondary School for the programme each student is enrolled in. The fee is non-refundable and covers the period 1 January to 20 December of that year:
    - i. StartUp® Ignition programme \$200 (GST exclusive)
    - ii. StartUp® Accelerate programme \$200 (GST exclusive)
    - iii. ShiftUp® programme \$200 (GST exclusive)
    - iv. RockUp® programme \$200 (GST exclusive)
    - v. TrimUp® programme \$200 (GST exclusive)
    - vi. LoadUp™ programme \$200 (GST exclusive)
  - (c) Provide access to resources on the return of the signed MoA and Individual Education Plan/s;
  - (d) Review resources and update periodically;
  - (e) Carry out a Training Capacity Evaluation to ensure suitability of workplaces not currently participating in MITO industry training;
  - (f) Complete an induction session;
  - (g) Meet with the student and school to co-ordinate the student's education plan goals;

- (h) Complete workplace or school site visits to set learning goals;
- (i) Assist with the facilitation of local MITO workplaces willing to participate in the programme, on request;
- (j) Set the goals for all theory and practical assessments to be completed;
- (k) Issue an Assessment Verification Report for each student quarterly or on request from the school co-ordinator;
- (l) Report achieved unit standards to the New Zealand Qualifications Authority;
- (m) Inform the Secondary School of any changes in the agreed processes in writing;
- (n) Monitor all Secondary School reporting of credits to the New Zealand Qualifications Authority;
- (o) Resolve any discrepancies between the Assessment Verification Report and the actual results reported to the New Zealand Qualifications Authority;
- (p) Provide on-going advice and support to the Secondary School relating to the programme; and
- (q) Ensure all moderation requirements are fulfilled.

5. The Secondary School will:

- (a) Register for the programme by signing this Memorandum of Agreement;
- (b) Provide payment for each student by the 20th of the month following receipt of the invoice. The fee is non-refundable and covers the period to 20 December of that year:
  - i. StartUp® Ignition programme \$200 (GST exclusive)
  - ii. StartUp® Accelerate programme \$200 (GST exclusive)
  - iii. ShiftUp® programme \$200 (GST exclusive)
  - iv. RockUp® programme \$200 (GST exclusive)
  - v. TrimUp® programme \$200 (GST exclusive)
  - vi. LoadUp™ programme \$200 (GST exclusive)
- (c) Not on-charge the cost of the programme to any student;
- (d) Ensure that each participating student is registered with the New Zealand Qualifications Authority;
- (e) Provide each student with access to the relevant resources;

- (f) Ensure each participating student has their own unique email address and access to an internet-enabled computer, laptop, tablet or mobile device for the purposes of completing the eLearning components of the programme;
- (g) Ensure where possible unit standards 21718 and 29579 in the StartUp® Ignition and unit standard 29579 in the ShiftUp® programme are given priority before work placement commences;
- (h) Ensure that eLearning course 'Knowing how to be safe in the RockUp® programme is completed before attending work placement;
- (i) Ensure each enrolled student in the LoadUp™ programme is a minimum of 16 years old;
- (j) Ensure each participating student in the LoadUp™ programme has completed the site specific induction for the hosting port prior to work placement;
- (k) Identify workplaces in the community with potential to participate in the MITO programme;
- (l) Liaise with MITO to arrange a Training Capacity Evaluation for workplaces not currently involved in MITO industry training;
- (m) Confirm with each student their training programme pathway as follows:
  - i. StartUp® Ignition programme
  - ii. StartUp® Accelerate programme
  - iii. ShiftUp®
  - iv. RockUp®
  - v. TrimUp®
  - vi. LoadUp™
- (n) Meet with the workplace and student to confirm the student's MITO Individual Education Plan;
- (o) Ensure a copy of each student's Individual Education Plan is lodged with MITO for enrolment;
- (p) Not subcontract delivery of any aspects of the programme to any other organisations. This clause shall continue to be enforceable upon termination of this Memorandum of Agreement for any reason;
- (q) Deliver the programme in accordance with the resources supplied in clause 4c;
- (r) Notify MITO when a student is ready for assessment (NB: MITO will mark all practical assessment);
- (s) Be responsible for any information about the student required by NZQA;

- (t) Be responsible for all administrative arrangements such as student enrolment, student welfare services and keeping relevant records;
- (u) Ensure that all written communication that is developed in association with the programme is authorised in advance by MITO;
- (v) Implement and maintain appropriate procedures to manage the process and outcome of the standards to be delivered in connection with the programme;
- (w) Recognise MITO's intellectual property rights for all resources supplied by MITO and not use such resources except as authorised by MITO;
- (x) Not use the brand without express written permission from MITO; and
- (y) Inform MITO promptly in writing of any changes that might affect this Memorandum of Agreement.

## **TERMINATION, AMENDMENTS AND INTELLECTUAL PROPERTY**

- 6. Either party may terminate this Memorandum of Agreement by providing the other party with one month's written notice.
- 7. All access to materials in connection with the programme will be disabled by MITO immediately upon termination of this Memorandum of Agreement or at the end of each calendar year.
- 8. Upon termination of this Memorandum of Agreement for any reason the parties shall work together to ensure students who are enrolled in the programme are suitably protected. Any costs associated with alternative arrangements shall be covered entirely by the Secondary School.
- 9. Any amendment to this Memorandum of Agreement must be agreed in writing between the parties to be effective.
- 10. The Secondary School acknowledges that all intellectual property in connection with the programme is, and shall remain, the sole property of MITO, regardless of any variations made or other matter whatsoever.

## **DISPUTES**

11. In the event of a dispute between the Secondary School and MITO, both parties will make a genuine effort to resolve the issues.
12. If the dispute cannot be resolved both parties agree to:
  - (a) Nominate a representative who is authorised to negotiate and settle the dispute on their behalf;
  - (b) 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.

### **EXECUTION**

13. We agree to be bound by the terms and conditions outlined in this Memorandum of Agreement.

SIGNED for and on behalf of

**MITO New Zealand Incorporated**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED for and on behalf of the

**SECONDARY SCHOOL**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**APPENDIX A: PROGRAMME CONTENT**

---

**Ignition Programme**

To complete the Ignition programme the student needs to complete the unit standards listed below, totalling 20 credits. The practical assessment is completed in a workplace.

Unit standard	Title	Level	Credits	eLearning	Practical
21857	Identify the occupational areas and structure of the New Zealand motor industry	2	2	✓	
21718	Demonstrate knowledge of hazardous materials used in the motor industry	2	2	✓	
29579	Demonstrate knowledge of good work habits and safe work practices in the automotive industry	2	4	✓	
30475	Demonstrate knowledge of motor industry engineering tasks	2	2	✓	
30476	Demonstrate knowledge of tools and equipment used in the motor industry	2	2	✓	
29578	Demonstrate knowledge of automotive braking, steering and suspension system components in the collision repair industry	3	3	✓	
29576	Demonstrate knowledge of digital requirements in the collision repair industry	3	1	✓	
29580	Demonstrate good work habits and safe practices in the automotive industry	2	4		✓



## Accelerate Programme

The student chooses which strand they wish to complete: Automotive Engineering or Collision Repair (this is dependent on the type of workplace placement).

To complete the Accelerate programme it is recommended the student complete the Ignition programme first and then complete the unit standards listed below for their strand, totalling 21 credits. The practical assessments are to be completed in the workplace.

### Strand: Automotive Engineering

Unit standard	Title	Level	Credit	eLearning	Practical
30478	Demonstrate knowledge of automotive lubricants	2	2	✓	
30477	Demonstrate knowledge of petrol and diesel engines	3	4	✓	
30570	Demonstrate knowledge of welding in the motor industry	3	3	✓	
30435	Demonstrate knowledge of vehicle emissions and emissions control systems	3	4	✓	
30436	Demonstrate knowledge of electronic fuel injection (EFI) system	3	2	✓	
30437	Demonstrate knowledge of the operation of a diesel fuel system	3	2	✓	
21869	Remove and replace road wheels on a vehicle	2	1		✓
30434	Service vehicle or machine	3	3		✓

### Strand: Collision Repair

Unit standard	Title	Level	Credit	eLearning	Practical
29709	Demonstrate knowledge of bolted-on motor body panels and motor vehicle bumpers	3	3	✓	

21701	Demonstrate knowledge of exterior and interior motor body parts and trim in the motor industry	2	2	✓	
21714	Demonstrate knowledge of fastening systems used in the motor industry	2	2	✓	
21869	Remove and replace road wheels on a vehicle	2	1		✓
21709	Remove and replace damaged bolted-on motor body panels in the motor industry	3	3		✓
21715	Select and use fastening systems in the motor industry	2	2		✓
29573	Carry out pre-strip procedures in the collision repair industry	3	4		✓
23999	Reinstate vehicle body corrosion protection in the motor industry	3	4		✓

### ShiftUp® Programme

To complete the ShiftUp® programme the student needs to complete the unit standards listed below, totalling 18 credits. The practical assessment is completed in a workplace.

Unit standard	Unit Standard Title	Level	Credits	eLearning	Practical
29579	Demonstrate knowledge of good work habits and safe work practices in the automotive industry	2	4	✓	
29580	Demonstrate good work habits and safe practices in the automotive industry	2	4		✓
1735	Demonstrate knowledge of the commercial road transport industry	2	3	✓	
15408	Describe motor vehicle documentation and general systems and components	2	4	✓	
3465	Describe driving hazards and crash risk reduction strategies and responses to driving hazards	2	3	✓	

### RockUp® Programme

To complete the RockUp® programme the student needs to complete the unit standards listed below, totalling 9 credits. The practical assessment is completed in a workplace.

Unit standard	Unit Standard Title	Level	Credits	eLearning	Practical
17696	Describe and apply basic skills and knowledge required to work at a surface extraction site	2	4	✓	✓
23648	Demonstrate knowledge of and follow safe working practices at an extractive site	3	5	✓	✓

### TrimUp® Programme

To complete the TrimUp® programme the student needs to complete the unit standards listed below, totalling 12 credits. The practical assessment is completed in a workplace.

Unit standard	Unit Standard Title	Level	Credits	eLearning	Practical
31764	Demonstrate knowledge of organisational procedures and safe work practices in industrial textile fabrication	2	8	✓	
17593	Apply safe work practices in the workplace	2	4		✓

## LoadUp™ Programme

To complete the LoadUp™ programme the student needs to complete the unit standards listed below, totalling 14 credits. The practical assessment is completed in a workplace.

Unit standard	Unit Standard Title	Level	Credits	eLearning	Practical
17593	Apply safe practices in the workplace	2	4	✓	✓
30223	Demonstrate knowledge of the characteristics of, and operations at a port environment	3	10	✓	