



**Ministry of Civil Defence
& Emergency Management**
Te Rākau Whakamarumarū



**Memorandum of Understanding relating to
the provision of information to Deaf persons**

between

**Ministry of Civil Defence
& Emergency Management**

&

Deaf Aotearoa

3 May 2018

This Memorandum of Understanding (MoU) is made on 3 May 2018

Between Ministry of Civil Defence & Emergency Management (MCDEM), a business unit of the Department of Prime Minister and Cabinet

and Deaf Aotearoa, a national organisation representing the voice of Deaf people, and the national service provider for Deaf people in New Zealand (Deaf Aotearoa)

BACKGROUND

- A. During emergencies, providing timely and accessible information to the public is critical for ensuring public safety.
- B. MCDEM, together with Civil Defence Emergency Management (CDEM) Groups, are responsible for developing and disseminating information during emergencies in which they are the lead agency or have a significant operational role.
- C. While the verbal dissemination of information during emergencies (eg interviews, public meetings, media briefings, videos, etc) is an integral part of informing the public, this can create barriers for Deaf people. This can result in Deaf people being uninformed about key information or advice that has been issued to the public.
- D. MCDEM and Deaf Aotearoa are committed to working together to provide accessible information to Deaf people. This Memorandum of Understanding (MOU) sets out a foundation for the two parties to work together to exchange information and feedback, identify opportunities for collaboration and improvement, and deliver NZSL interpreting where practicable, with a view to making information in emergencies more accessible to Deaf people.
- E. This MoU is not legally binding on, or enforceable by, either of the parties but the parties acknowledge that this MoU is intended as a statement of mutually agreed intentions. It is not intended to create legally enforceable rights or obligations. However, the parties agree that they are bound in good faith to observe and perform their obligations under this MoU to their best of their ability as if they were legally enforceable.
- F. The Parties to this MoU are independent and no principal/agent relationship, partnership or contract is created by this document. This MoU does not create an employment relationship of any kind.
- G. The provisions of this MoU are subject to any government directive or policy change.

AGREEMENT

MCDEM and Deaf Aotearoa agree:

1. TERMS OF THIS MoU

- a. This MoU is effective from the date it is signed by both parties.
- b. This MoU remains in force until terminated or extended in accordance with the terms of this MoU.

2. RESPONSIBILITIES

2.1 MCDEM agrees:

- a. To use qualified and suitable New Zealand Sign Language (NZSL) interpreters at pre-planned formal MCDEM-led media briefings where important safety information is being communicated verbally to media and the general public. This particularly pertains to, but is not limited to, media briefings in the National Crisis Management Centre (NCMC).
- b. When using Deaf Aotearoa as a provider of NZSL interpreters, to use best endeavours to provide adequate advance notice (noting that this will not always be possible due to the fast moving and/or unpredictable nature of emergency events).
- c. To advocate to camera operators attending such briefings that they frame the NZSL interpreter properly to fully include their hand actions, facial expressions, and upper body.
- d. To advocate to Civil Defence Emergency Management Groups (CDEM Group) for NZSL interpreting services to be used whenever practicable in any CDEM Group-led pre-planned media briefings where important safety information is being communicated verbally in a visual setting.
- e. To encourage CDEM Groups hosting such briefings to advocate to attending camera operators that they frame the NZSL interpreter properly to fully include their hand actions, facial expressions, and upper body.
- f. To issue all important safety information developed and disseminated by MCDEM in written format, using simple, clear language, and that it is publicly disseminated in a timely and easy to access manner and across multiple visual information channels (particularly online).
- g. To advocate to CDEM Groups that they issue all key safety information in written format, using simple, clear language, and publicly disseminated in a timely and easy to access manner (particularly online).
- h. To engage with Deaf Aotearoa when developing or updating any documentation, resources, guidance or projects/initiatives that directly relate to, or is likely to have a significant effect on, the life safety of Deaf people.
- i. To collaborate with Deaf Aotearoa to develop and promote emergency preparedness resources for Deaf people.
- j. To promote NZ Sign Language Week on its relevant social media channels.
- k. To arrange meetings at least annually between MCDEM and Deaf Aotearoa.
- l. To respond to any correspondence from Deaf Aotearoa in a timely, informative and constructive manner.
- m. To assume responsibility for payment for NZSL interpreter services for any mutually agreed appointments/engagements between the two parties, whether that be a media briefing or a meeting.

2.2 Deaf Aotearoa agrees:

- a. To make best endeavours to provide qualified and suitable NZSL interpreters in a timely manner when requested by MCDEM or CDEM Groups, on a 24 hour basis (subject to interpreter availability).

- b. To provide NZSL advice and training to MCDEM and CDEM Groups to support awareness and understanding of Deaf people's needs in an emergency. This can include offering Deaf Awareness workshops and NZSL courses to staff at MCDEM and CDEM Groups. Deaf Aotearoa will work with MCDEM and CDEM Groups to ensure such workshops and courses are tailored to incorporate emergency management issues and NZSL signs.
- c. To provide constructive, timely feedback (solicited and unsolicited) to help inform and improve actions and activities being undertaken by MCDEM and CDEM Groups to cater for the information needs of Deaf people.
- d. In the event that Deaf Aotearoa, in its capacity as an advocacy organisation, wishes to publicly raise concerns about the performance and/or actions of MCDEM or CDEM Groups, it is free to do so, but it will first raise those concerns with the relevant party to enable an opportunity for them to respond and/or take corrective action.

3. CONSTRAINTS:

3.1 The below constraints are recognised and understood by both parties:

- a. While MCDEM can engage with Deaf Aotearoa relating to its activities and related concerns or feedback, it is statutorily bound to act in a fair and impartial manner, and to focus on matters within its legislative remit. For this reason, there will be some matters that MCDEM may recuse itself from, or limit its involvement in, on the basis that they are better directed elsewhere, such as MPs/Ministers or other organisations or Government departments.
- b. While MCDEM is committed to ongoing improvements to how it develops and disseminates public information, there will be constraints (resources, legislation, external obstacles, competing priorities) that may affect its ability to deliver improvements that otherwise may have significant merit.

4. RELATIONSHIP MANAGEMENT

4.1 The parties agree to:

- a. act reasonably and demonstrate honesty, integrity, openness, and accountability in their dealings with each other;
- b. discuss matters affecting this MOU whenever necessary;
- c. notify each other immediately of any actual or anticipated issues that could significantly impact on the matters raised in this MOU; and
- d. comply with all applicable laws, regulations, and codes of conduct.
- e. provide the other party with any information that the other party has reasonably requested in a timely manner; and

5. MoU Managers

- a. The first point of contact in relation to this MoU (the 'MoU Managers') and the parties' addresses for notices are:

MCDEM

Name: 9(2)(a)
Position: Communications Manager
Contact Address: PO Box 5010 Wellington 6145
Phone: 9(2)(a)
Email: 9(2)(a)@dpmc.govt.nz

Deaf Aotearoa

Name: 9(2)(a)
Position: General Manager - Strategy
Contact Address: PO Box 25439, Featherston Street, Wellington 6146
Phone: 9(2)(a)
Email: 9(2)(a)@deaf.org.nz

- b. Each party will appoint a MoU Manager who will be responsible for managing this MOU on behalf of one of the relevant party, including:
- i. managing the relationship between the parties
 - ii. overseeing the effective implementation of this MOU
 - iii. acting as a first point of contact for any issues that arise.
- c. If a party changes its MoU Manager, it must notify the other party in writing of the name and contact details of the replacement MoU Manager.

6. ISSUE ESCALATION.

- a. If a dispute arises in relation to this MoU that cannot be resolved promptly by the MoU Managers, the parties agree to initiate discussions between senior management of each party. If those discussions do not resolve the matter within a reasonable period, the matter will be escalated to the Chief Executives of the parties for resolution.

7. AMENDMENT

- a. No amendment to (including an extension of) the terms of this MoU will be effective unless both parties agree to that amendment in writing.

8. TERMINATION

- a. The parties may terminate this MoU at any time by written notice to the other party.

9. OTHER

- a. The parties note that the provisions of this MoU are subject to any disclosure of information required by the Official Information Act 1982 and the Privacy Act 1993.

3 May 2018

Executed as a Memorandum of Understanding

For and on behalf of **MCDEM**

For and on behalf of **Deaf Aotearoa:**

9(2)(a)



Signature

Name: Sarah Stuart-Black

Position: Director

Date: *03 May 2018*

9(2)(a)



Signature

Name: Lachlan Keating

Position: Chief Executive

Date:

3 May 2018