

Ministry of Transport

Independent report into the conduct of Ms Joanne Harrison



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Withheld under sections 9(2)(ba)
(i), 9(2)(ba)(ii)

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Executive summary

Background

The Ministry of Transport ("MOT" or "the Ministry") employed Ms Joanne Harrison in April 2011 in the role of Manager, Change People & Development. In August 2013 she was promoted to the role of General Manager – Organisational Development. In this role she was part of the Ministry's Management Leadership team reporting to the Chief Executive.

In her General Manager role, Ms Harrison had responsibility for three cost centres and had authority over the budgets in relation to these cost centres.

Audit New Zealand conducted an interim audit of the Ministry in April 2016. During the audit, they identified four Ministry vendors who in their view either may not have been legitimate, or who were not providing legitimate services. Of these four vendors, the Ministry, after further inquiry, was satisfied that one had provided the services that were invoiced. The remaining three were vendors who were unfamiliar to MOT staff.

The invoices for these vendors were all authorised for payment by Ms Harrison. At the time that the audit concerns were raised, Ms Harrison was on study leave.

Deloitte was then engaged on 27 April 2016 to undertake a forensic investigation looking at the concerns relating to the payments made to these vendors in more detail.

Work completed

We have now secured evidence from MOT, including electronic and paper invoices, contracts, accounting ledgers and forensic copies of Ms Harrison's personal computer and email account used at MOT. Westpac also provided us with electronic bank transaction details of the MOT bank account that the relevant payments were made from.

We have examined all of these records and conducted analysis of the data. This has included:

- i. Analysing bank statement data;
- ii. Analysing ledger transactions;
- iii. Conducting key word searches of electronic data;
- iv. Tracing identified suspicious transactions to invoices;
- v. Reviewing personnel file;
- vi. Conducting background searches of publically available information;
- vii. Conducting an interview of one of the suppliers

A concurrent employment investigation by Peter Churchman has been undertaken and relevant information from this investigation has been provided to us, and vice versa.

Findings – Mazarine Associates / EJW Consultants / Sharp Design

In relation to the three vendors that were identified in the audit, we have significant concerns in relation to all three. Two of the vendors, being Mazarine Associates ("**Mazarine**") and EJW Consultants ("**EJW**"), share the same bank account and are effectively the same entity,

Between 28 August 2014 and 18 March 2016, MOT paid \$499,223.31 into the bank account of Mazarine and EJW.

On 16 May 2016, we met with [REDACTED], a former MOT employee, to discuss her involvement with these two entities. [REDACTED] explained to us that Ms Harrison had approached her about starting a business together. Ms Harrison told [REDACTED] that she was now contracting to MOT and had *"more freedom to work around the Wellington region to start a business later on."* [REDACTED] advised that the two of them came to an arrangement whereby Ms Harrison would provide her hours for each month and [REDACTED] would invoice the Ministry. [REDACTED] would keep 30% of the funds and pay the other 70% into Ms Harrison's bank account. This was the arrangement in relation to the invoices submitted for Mazarine and EJW. [REDACTED] verified that she had not charged any of her own time in relation to these two entities. She also confirmed that neither entity had any clients other than the Ministry.

Subsequent to our meeting, [REDACTED] provided us with bank statement details for the period 20 August 2014 to 22 March 2016 for the account the Ministry funds were paid into. The following table summarises the transactions in this account.

Table 1 – Transactions in account [REDACTED]

	Deposits	Withdrawals	% of deposits
Opening deposit	\$50.00		
Payments from MOT	\$499,223.31		
Payments to Joanne Harrison		\$330,217.44	66%
Payments to [REDACTED] [REDACTED]		\$135,175.00	27%
Payments to unknown recipient		\$33,629.32	6.7%
Bank fees		\$20.00	
Total (balance at 22.03.16 \$231.55)	\$499,273.31	\$499,041.76	

Based on the evidence we have seen and what we have been told by [REDACTED], it is our view that there were little or no services provided to the Ministry for the funds paid to Mazarine and EJW, other than the work that Ms Harrison was already doing in the capacity of her salaried position.

The third vendor identified in the audit was **Sharp Design**. A further \$227,162.76 was paid by MOT to Sharp Design between November 2012 & July 2014. The evidence that we have reviewed leads us to the conclusion that Sharp Design is in fact an entity associated with [REDACTED]

Patrick Sharp

We have not identified any further vendors of concern, however there is a further person of interest that we have highlighted. We understand that Patrick Sharp either is, or was, the partner or husband of Joanne Harrison. Ms Harrison has been instrumental in securing three paid roles for Mr Sharp in which he received funds from the Ministry either directly or indirectly. MOT funds were also used to pay accommodation and training costs for Mr Sharp. There is no record of Ms Harrison declaring a conflict or relationship with Mr Sharp. The following table summarises the funds paid out or budget transfers by the Ministry in relation to Patrick Sharp.

Table 2 – MOT transactions in relation to Patrick Sharp

Date	Description	Amount
Year ended 30 June 2015	Transfer of appropriation to TAIC used to pay wages to Patrick Sharp and training costs at Cranfield College in the UK	\$95,000.00
April 2015	Training costs	\$2,070.29
April to June 2015	Accommodation costs	\$2,034.90
Jul 2015 to Nov 2015	Wages paid to Patrick Sharp for health and safety consulting	██████████
Nov 2015 to Apr 2016	Wages paid to Patrick Sharp for writing/editing services	██████████
Jul 2015 to Apr 2016	Kiwisaver payments for Patrick Sharp	██████████
	Total	██████████

It appears that there were services provided to the Transport Accident Investigation Commission ("TAIC"), however further investigation with TAIC would be necessary to establish if these services substantiate the funding that was paid. There is no evidence that any services were provided for the remaining payments relating to Patrick Sharp, over and above the \$95,000.

We have set out details of all the transactions in the body of this report.

Based on the evidence that we have located to date, we have reached the conclusion that Ms Harrison has used her position at MOT to misappropriate ██████████ of MOT funds for the benefit of herself, her family members or her friends. In addition, \$95,000 of budget was transferred to TAIC and at least some of these funds were used for the benefit of Patrick Sharp. We understand that TAIC paid ██████████ to Mr Sharp and spent a further ██████████ in relation to travel, training and work clothing.

1. Introduction

Background and scope

- 1.1 In April 2016, the Ministry of Transport was undergoing an interim audit by its external auditors Audit New Zealand. During the course of this audit, Audit New Zealand identified four vendors with contracts that, in their view, may not have been legitimate, or for providing legitimate services. Of these four vendors, the Ministry was satisfied that one had provided the services that were invoiced. The remaining three were vendors unfamiliar to MOT staff.
- 1.2 The invoices for these vendors were all authorised for payment by Joanne Harrison. At the time that the audit concerns were raised, Ms Harrison was on study leave.
- 1.3 Deloitte was engaged on 27 April 2016 to investigate the concerns relating to the payments made to these vendors.

Limitations of our work

- 1.4 We have not audited or otherwise verified the information provided and/or the representations made to us by MOT or other parties. As forensic accountants, we are not qualified to provide legal advice or a legal interpretation of the issues raised in this report.
- 1.5 The terms of this engagement and the scope of the work you have asked us to undertake do not comprise an audit or a review engagement, and the assurances associated with those reviews are not given. Our work did not constitute an assurance engagement in accordance with the requirements of the Chartered Accountants Australia and New Zealand, and was not designed to provide assurance accordingly under International or New Zealand Standards on Auditing or Assurance such as ISAE 3000. Accordingly, no assurance opinion or conclusion has been provided.

Work completed

- 1.6 We have secured evidence from MOT, including electronic and paper invoices, contracts, accounting ledgers and forensic copies of Ms Harrison's personal computer and email account used at MOT. Westpac also provided us with electronic bank transaction details of the MOT bank account that the relevant payments were made from.
- 1.7 We have examined these records and conducted analysis of the data. This has included:
 - Analysing bank statement data;
 - Analysing ledger transactions;
 - Conducting key word searches of electronic data;
 - Tracing identified suspicious transactions to invoices;
 - Reviewing personnel file;
 - Conducting background searches of publically available information;
 - Conducting an interview of one of the suppliers
- 1.8 A concurrent investigation by Peter Churchman has been undertaken and relevant information from this investigation has been provided to us and vice versa.

2. Key findings

2.1 In this section, we set out the details of the alleged offending that we have identified.

Mazarine Associates / EJW Consultants

2.2 Over the 14 month period August 2014 to October 2015, MOT paid \$370,250.81 to Mazarine Associates ("Mazarine").

2.3 From November 2015 to March 2016 a further \$128,972.50 was paid to EJW Consultants ("EJW").

2.4 Both entities had the same bank account and the same GST number. A full list of these payments is included in **Appendix C**.

2.5 The invoices for the two entities had other similarities also. Invoice examples are included in **Appendix D**. The following table sets out the other invoice details:

Table 3 – Invoice Details for Mazarine and EJW

	Mazarine	EJW
Bank account	[REDACTED]	[REDACTED]
GST number	[REDACTED]	[REDACTED]
Address	[REDACTED]	[REDACTED]
Phone number	[REDACTED]	[REDACTED]
Email address	[REDACTED]	

2.6 MOT has a contract on file for both Mazarine and EJW. The Mazarine contract records Elizabeth Williams, trading as Mazarine Associates, as the Supplier. The contract is signed on behalf of the buyer by "Jo Harrison" and is dated 15 October 2014.

2.7 [REDACTED] of MOT prepared a contract for EJW and emailed it to [REDACTED] on 9 October 2015¹. The email refers to the Ministry offering a role to EJW after the Ministry's review panel examined a submission to the recent Request for Information. The contract on file for EJW is signed on behalf of the buyer by Joanne Harrison and is dated 9 October 2015. It is signed for the supplier by Liz Williams, but the signature is different to the signature of Elizabeth Williams on the Mazarine contract.

2.8 We recommended that Fiona MacMaster, Manager Finance of MOT, should contact Elizabeth Williams to request further information about the EJW invoices. On 29 April 2016, Ms MacMaster received a voicemail message from "Liz". Ms MacMaster was unable to reach Liz by telephone and sent an email to her at [REDACTED]. An emailed response was received on 3 May 2016. Ms MacMaster replied, requesting that Liz come in to meet with her to provide a further explanation. Ms MacMaster then received a telephone call from [REDACTED] who said that she would like to meet to discuss EJW. A meeting was

¹ NZ0089.001.034616

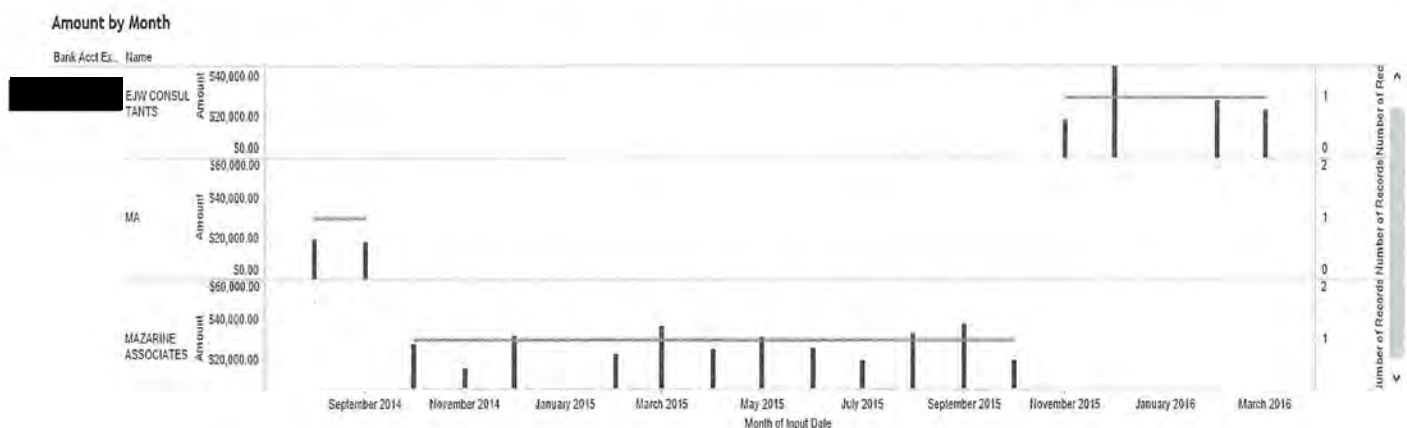
- arranged at [REDACTED] for 16 May 2016. [REDACTED]
- 2.9 At this meeting, [REDACTED] described her interaction with Joanne Harrison. Ms Harrison allegedly told [REDACTED] that she was now working as a contractor to the Ministry and would be leaving in 2016, at the same time as the Chief Executive (Martin Matthews). [REDACTED] conveyed her impression that Ms Harrison had an arrangement whereby she would now be invoicing her time to MOT (as opposed to being on the payroll) and also that she now had *"the freedom to work around the Wellington region to start a business later on."*
- 2.10 She went on to describe to us that the two of them came to an arrangement whereby Ms Harrison would work *"under an umbrella that we would set up"*. This was with a view to them being in business together going forward. The remuneration arrangement was that Ms Harrison would send her hours to [REDACTED] and [REDACTED] would prepare an invoice. The funds were paid into [REDACTED] bank account. [REDACTED] would retain 30% and she paid 70% into Ms Harrison's account². It seems that [REDACTED] viewed this as a type of agency arrangement.
- 2.11 [REDACTED] confirmed that she had not invoiced the Ministry for any of her time and that to date the Ministry was the only "client" of both Mazarine and EJW.
- 2.12 [REDACTED] noted that she had prepared all invoices that MOT had paid, except for the March 2016 one. This is consistent with the electronic evidence that we obtained from Joanne Harrison's computer which shows that Ms Harrison was the author of the March invoice. [REDACTED] went on to explain that she received a copy of the March invoice from Joanne Harrison. When she looked at this invoice to respond to questions from MOT, she saw that it had been approved by Joanne Harrison and not Martin Matthews. She relayed that this made her "panic" and prompted her to go to see her lawyer.
- 2.13 [REDACTED] was shown two contracts between MOT and Mazarine and also MOT and EJW Consultants. She stated that the signatures for "Elizabeth Williams" were not signed by her. She added that the address on the contracts was not her address either [REDACTED] and that she had not seen the documents before. A copy of these contracts is attached as **Appendix B**.
- 2.14 Following the meeting on 16 May 2016, [REDACTED] supplied further documents to assist the Ministry. This included various documents that demonstrated the work that she understood she was invoicing for and the transcript of a "WhatsApp³ Chat" between Ms Harrison and [REDACTED].
- 2.15 The documents in relation to the work that was apparently conducted were reviewed by MOT staff. It is their view that the evidence reinforces that any work that was invoiced for by EJW and Mazarine was either work that Ms Harrison was already doing as part of her salaried employment or was work done by other employees at the Ministry.
- 2.16 The "WhatsApp Chat" took place between 7 May 2016 and 12 May 2016. The messages make it clear that by this point in time [REDACTED] and Ms Harrison are both aware that Ms Harrison is in trouble in relation to Mazarine, EJW and other issues. Ms Harrison states, *"Liz will be the least of the pile they want to throw at me next week so you stick fast."* [REDACTED] responds, *"Remind me! How did you think this would be a good idea!"*
- 2.17 [REDACTED] goes on to say, *"Remember at the start it was gonna be legit. Your business through maz ... I found some of the original invoices with your writing. amounts for the month etc yesterday .. shredded now."* Ms Harrison's response to this is, *"I know that. The Liz and Maz thing will pale with patr (sic) and the other folks with no contracts from 2013, so u stick fast there ... So I need you to stick tight, play it cool or even annoyed at being asked. I'm gonna be history and in spectacular style so you can keep ya distance."*
- 2.18 The following table summarises the transactions in bank account [REDACTED] in the name of [REDACTED] for the period 20 August 2014 to 22 March 2016.

³ WhatsApp is a free messaging app for smartphones

Table 4 – Transactions in account [REDACTED]

	Deposits	Withdrawals	% of deposits
Opening deposit	\$50.00		
Payments from MOT	\$499,223.31		
Payments to Joanne Harrison		\$330,217.44	66%
Payments to [REDACTED] [REDACTED]		\$135,175.00	27%
Payments to unknown recipient		\$33,629.32	6.7%
Bank fees		\$20.00	
Total (balance at 22.03.16 \$231.55)	\$499,273.31	\$499,041.76	

- 2.19 The following graph shows the payments MOT made into this account over time. Each vertical blue bar is the amount paid in a month to the payee recorded in the banking records. The orange horizontal bars show the number of transactions in each month. In this case there is always only one payment in a month.



Sharp Design

- 2.20 We were provided with the MOT bank account records from January 2013. Between February 2013 to July 2014, MOT paid a further \$212,335.76 to a business called "Sharp Design". A further search of Ministry records identified that six further Sharp Design invoices were paid in three transactions in November and December 2012. These three payments were for a total of \$14,827. A full list of these payments is included at **Appendix C**.
- 2.21 The invoices lack much detail in the description field. Examples of the descriptions recorded are:
- Professional services
 - Consultation regarding alleged incident, legal advice and specialist administration
 - Agreed deposit for workshop
 - Organisational development – February workshop
 - OD Confidential support services
- 2.22 Some of the narrations on the invoices are blacked out. All the invoices have been approved by Joanne Harrison.
- 2.23 It appears that there was no contract between MOT and Sharp Design and no-one at the Ministry is familiar with the entity or aware of what services were provided.

2.24 The other details on the invoices are summarised in the following table:

Withheld under section 9(2)(a)

Table 5 – Sharp Design Invoices

	Sharp Design	Comment
Bank account	[REDACTED]	
GST number	[REDACTED]	
Address	[REDACTED]	We located an email on MOT's server where, on 19 April 2012, Joanne Harrison emailed the Chartered Institute of Personnel & Development (UK) to advise her address is [REDACTED] [REDACTED]
Phone number	[REDACTED]	[REDACTED] [REDACTED]
Email address	[REDACTED]	

2.25 We identified Sharp Design invoices on the electronic evidence secured from Joanne Harrison's MOT computer and email. The metadata of six of the invoices showed that the author was "Ministry of Transport". Of these, four invoices showed that the last author was "harrjo".

2.26 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.27 [REDACTED]
[REDACTED]

2.28 [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.29 [REDACTED]
[REDACTED]

2.30 [REDACTED]
[REDACTED]

⁴ NZ089.001.002013

⁵ NZ089.001.065733

[REDACTED]
[REDACTED]

Patrick Sharp

2.31 Based on evidence from the electronic files and emails, and also the interview with [REDACTED], it appears that Patrick Sharp is either Joanne Harrison's partner or husband. This evidence includes:

- Patrick Sharp was Joanne Harrison's partner [REDACTED]
- Joanne Harrison arranged for purchases to be delivered and tradesman to go to "our property" at [REDACTED] Patrick Sharp's CV from February 2016 records this as his contact address;
- [REDACTED] was purchased by Joanne Harrison in January 2008. In August 2015, the registered owner was changed to Joanne Harrison and Patrick Frederick Sharp. (Appendix F);
- On or about 11 March 2013, Joanne and Patrick purchased a [REDACTED] together⁸;
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

Transport Accident Investigation Commission ("TAIC")

2.32 Patrick Sharp was engaged as a fixed term contractor with TAIC at the beginning of 2015. The position was funded through a budget transfer of \$95,000 from the Ministry of Transport. David Bowden and Fiona MacMaster of MOT met with Lois Hutchinson (CE TAIC) on 12 May 2016 to discuss Patrick Sharp and his role at TAIC.

2.33 Ms Hutchinson explained that in November or December 2014, Joanne Harrison had approached TAIC and advised that she was responsible for shared services in the transport sector. TAIC had the impression that it had to participate in the arrangement, however it was open to piloting things as it is a small organisation with a requirement for expertise in the investigations area.

2.34 This recollection of Ms Hutchinson's is consistent with an email from Joanne Harrison to Gareth Chaplin and Fiona MacMaster of MOT on 16 December 2014. The email includes the following statements:

"We are progressing a slightly different proposal. We are going to appoint a fixed term role for 1 year starting March 2015. This will be to improve forensic processes and evidential records to bring standards close to the police. This role may well morph into the investigator apprentice as and when the funding bid is known.

The role will likely pay [REDACTED] (that's what the Ministry pays for project management roles) it will include the initial Cranfield training in May 2015 (approx [REDACTED] inc travel) and there may be travel related costs of approximately [REDACTED] to assess various sites/evidential warehouses/research etc...

I briefed Martin today, I will firm up process with Tim tomorrow, and then wait to hear from you with regards to getting the \$'s over to them. Hopefully we can move in time to secure the preferred candidate..."

⁵ NZ089.001.000915

⁷ NZ089.001.037990 & NZ089.001.081129

⁸ NZ089.001.005361

- 2.35 What transpired was that MOT transferred the budget of \$95,000 to TAIC that effectively covered these expenses. Ms Harrison presented Patrick Sharp to TAIC as a suitable person to use as a remote investigator in Northland. Ms Harrison was suggesting that TAIC employ Mr Sharp on a fulltime basis but it was eventually agreed that he would take on a one year fixed term role. Mr Sharp took on an evidence management project for TAIC.
- 2.36 Ms Harrison also put forward [REDACTED] for a TAIC role. [REDACTED] was an MOT contractor who reported to Joanne Harrison. We understand that [REDACTED] role was charged to shared services and no budget transfer was required.
- 2.37 Mr Sharp produced a document for TAIC that was titled "How to do – Exhibit labels and Evidence Tracking". We identified this document in Joanne Harrison's emails⁹. It was dated 6 July 2015 with Patrick Sharp's name at the top of the document. However, when we reviewed the metadata we could see that the "Author" and the "Last Author" were both [REDACTED].
- 2.38 Ms Hutchinson also advised that Ms Harrison was "adamant" that Mr Sharp should attend the Cranfield University investigators course in the UK that is referred to in the email above. Ms Harrison's emails show that [REDACTED] (who worked for Ms Harrison) was in contact with Cranfield University in November 2014¹⁰. She was advised that a provisional place was booked on the "Fundamentals of Accident Investigation" course on 28 November 2014. The course was scheduled to take place on 11-29 May 2015.
- 2.39 Mr Sharp left TAIC in July 2015. Ms Hutchinson described him as "disappearing" and said he has been unable to be contacted. We are aware that Mr Sharp did spend time working in the TAIC Wellington office, however further investigation would be required to establish the extent of the work that he completed.
- 2.40 TAIC has provided a transaction detail printout from its accounting system. It appears from this document that the wages paid to Mr Sharp between March and June 2015 were [REDACTED]. Further payments relating to the Cranfield course, travel, accommodation and work clothing total [REDACTED].

Worksafe

- 2.41 On 30 May 2015, Joanne Harrison sent an email to [REDACTED] saying "...will you inform [REDACTED] that we need to budget [REDACTED] for the coming year, in my temporary workers budget or straight onto salary lines, for a Worksafe contractor – we will be training up a worksafe person to assist with new regs and they will come under me. I can't get anyone interested in how important this is for MoT and the sector so if it's in there and budgeted for I will simply take someone on, train them up and make sure we are covered."¹¹
- 2.42 [REDACTED] at Worksafe NZ, met with Peter Churchman on 4 May 2016. [REDACTED] explained that she had not previously known Joanne Harrison until Ms Harrison contacted her by email on 10 June 2015. The email stated that Ms Harrison was "looking to create a succession initiative with one of our staff relocating back home to the Far North/Whangarei" it added that the staff member wished to "transition from the current role he holds with us and seek opportunities with Worksafe".
- 2.43 When Ms Harrison met with [REDACTED] she explained that the employee in question was Patrick Sharp and that he was currently one of MOT's top investigators. She added that he had topped his class at Cranfield.
- 2.44 Following further communication, [REDACTED] advised Ms Harrison on 30 June 2015 that Worksafe would like to move ahead with a secondment for Patrick Sharp that would transition to employment once Mr Sharp became warranted. [REDACTED] provided a draft secondment agreement. Ms Harrison continued to be persistent in seeking a direct employment arrangement for Mr Sharp, but [REDACTED] was adamant that it needed to be a secondment until he was warranted as an inspector. At no point in time did Ms Harrison disclose any relationship that she had with Mr Sharp.

⁹ NZ089.001.080662

¹⁰ NZ089.001.029322

¹¹ NZ089.001.032043

- 2.45 On 1 July 2015, Ms Harrison sent an email to Fiona MacMaster referring to an agreement signed off by Andrew Jackson. She states *"Could you please arrange for your team to prepare a monthly invoice for the next 5 months? We are recovering costs of ██████ per month. The invoice will need to state – Worksafe Secondment agreement 20/7 to 20/12 (DCE). They will need to be ready for me to send in August and finish in December 2015. Until I establish the correct contract arrangements could you prepare for the invoice to be sent directly to me and I will pass it on."*¹²
- 2.46 A memorandum dated 1 July 2015 from Ms Harrison set out terms of a "funded fixed term arrangement with Worksafe" (**Appendix E**). It sets out that the Ministry would recover the costs through monthly invoicing, with training beginning on 8 July 2015. The memo and secondment agreement is signed off by Andrew Jackson on behalf of the CEO.
- 2.47 An offer of employment to "Pat Sharp" is also signed off by Andrew Jackson as Acting Chief Executive. Patrick Sharp appears to have signed this on 5 July 2015.
- 2.48 Mr Sharp attended an orientation session in Wellington on 8 & 9 July and commenced work in the Whangarei office following that. On 31 July 2015, ██████ received an email from Patrick Sharp questioning why he had not been allocated a car. ██████ replied to Mr Sharp and copied his line manager and the General Manager Corporate. On 3 August 2015 Mr Sharp replied to this email. He took umbrage with ██████ copying in his managers with her reply. He said that his position was untenable and that he was going to return all his equipment, phone etc to the Whangarei office that day.
- 2.49 ██████ was surprised at this reaction and responded to Mr Sharp that his manager was the most appropriate person to raise issues with. There was no response to this email. ██████ then forwarded the correspondence to Ms Harrison and recorded her disappointment at the level of immaturity shown by Mr Sharp. Ms Harrison responded at 10.11am on 3 August 2015 that she did not see this as a *"demonstration of immaturity"* and that Mr Sharp was a *"person of high integrity"*. Ms Harrison went on to say that she would *"end the secondment agreement today"*. ██████ requested a debrief with Ms Harrison but she never heard from her again.
- 2.50 At 11.48am on 3 August 2015, Ms Harrison emailed Fiona MacMaster of MOT. She stated, *"Further to below, please cancel the diarised invoices you had planned to send to me. I have stopped the secondment as I am pleased to have learned, from the secondee himself, that in fact we are well placed. Until we are notified of any future potential changes that could affect us, it seems we are actually ok H&S wise."*¹³ Ms Harrison went on to email ██████ of MOT Payroll and asked for the final date for the *"fixed term agreement for P Sharp, seconded to Worksafe, to now be 4 September 2015."*
- 2.51 On 17 August 2015, Ms Harrison emailed ██████ again. The email said *"I promise this will be the last change to this arrangement! Today I have received an offer to extend this work to 30 November to allow and include completion of training OHS in employment act and a finalised 15/16 plan. We need to deliver this work by the end of the year, a full ██████ has already been factored into our salary budget, and we will not use that full amount." It will be swifter to extend this low cost contract than to seek a new temporary employee to backfill and complete this work."*
- 2.52 MOT began making payments to the bank account of Patrick Sharp ██████ on 13 July 2015. A total amount of ██████ was paid between this date and 2 November 2015 as set out in **Appendix C**. There is no evidence that any services were provided by Mr Sharp.

Other Expenditure

- 2.53 On 21 October 2015, ██████ of MOT sent an email to Joanne Harrison¹⁴ saying *██████ and Fiona have touched base with me regarding an extension for Patrick Sharp as they don't seem to have a signed approval or completed*

¹² NZ089.001.033464

¹³ NZ089.001.033465

¹⁴ NZ089.001.039155

documentation on file ... We will need Martin's approval for the new position and appointment on file, and I think some further details are needed in the contract documentation to have what [REDACTED] needs for payroll input."

- 2.54 The same day, Ms Harrison responded that "This is for the one day a week report writer one if I recall, no I haven't got the paperwork sent back to me and I haven't had an "accept" in any case...they are temp roles only so wasn't sure we needed to run it by Martin, am happy to do so if we go ahead.
- 2.55 Following this, at 1.58pm, [REDACTED] responded "...Yes Martin's approval is required to ensure our employment processes/audit stuff is covered ...". Ms Harrison responded almost immediately saying "I will happily sort out process stuff when I am back next week, presuming we have interested parties, they will only be 0.2 FTE to make a mini proofing/writing pool, now of course [REDACTED] and others have gone! I will use her FTE number so the cap should be fine."
- 2.56 The MOT files contain a further email sent at 2.13pm on 21 October from Patrick Sharp to Joanne Harrison. This email is included at **Appendix G**. In this email, Mr Sharp refers to some temporary assistance in the form of proofing, research, and report writing. He adds that he can agree to one day per week from 30/10/15 to 30/10/16.
- 2.57 On 28 October 2015, Ms Harrison set out a memo to the CEO regarding the "short fixed term contract" for Mr Sharp's new role. The memo did not refer to the person who would be appointed. This is also included at **Appendix G**, along with the offer letter to Mr Sharp, dated 29 October 2015.
- 2.58 Our review of the MOT accounting records revealed that three other payments have been made in relation to Patrick Sharp. These three payments are as follows:

Table 6 – Patrick Sharp Expenses

Date	Supplier	Description	Amount (GST Incl.)
April 2015	Novotel Capital Wellington	Accommodation – Patrick Sharp TAIC	\$876.40
April 2015	Bold Solutions Ltd	TAIC – Patrick Sharp	\$2,070.29
June 2015	Novotel Capital Wellington	Accommodation for Peter Sharp ¹⁵ 1-11/6	\$1,158.50
Total			\$4,105.19

- 2.59 Two of the payments are clearly for accommodation. The other payment was for a PRINCE2 Foundation training course held in Wellington in June 2015.
- 2.60 In addition, the Ministry has calculated that payments totalling [REDACTED] were made to the benefit of Mr Sharp's kiwisaver account in relation to his MOT employment.
- 2.61 In total, the Ministry expenditure in relation to Patrick Sharp can be summarised as follows:

¹⁵ Error on narration in accounting system –should be Patrick Sharp

Table 7 - MOT transactions in relation to Patrick Sharp

Date	Description	Amount
Year ended 30 June 2015	Transfer of appropriation to TAIC used to pay wages to Patrick Sharp and training costs at Cranfield College in the UK	\$95,000.00
April 2015	Training costs	\$2,070.29
April to June 2015	Accommodation costs	\$2,034.90
Jul 2015 to Nov 2015	Wages paid to Patrick Sharp for health and safety consulting	██████████
Nov 2015 to Apr 2016	Wages paid to Patrick Sharp for writing/editing services	██████████
Jul 2015 to Apr 2016	Kiwisaver payments for Patrick Sharp	██████████
	Total	██████████

What was the extent of the alleged offending?

2.62 In our opinion the potential offending includes:

Description	Amount
Payments to Sharp Design	\$227,162.76
Payments to Mazarine	\$370,250.81
Payments to EJW	\$128,972.50
Payments to Patrick Sharp/Kiwisaver P Sharp	██████████
Training and Accommodation costs – P Sharp	\$4,105.19
Total	██████████

2.63 Based on the evidence that we have set out in this report, we have reached the conclusion that Ms Joanne Harrison has been responsible for misappropriating in the region of ██████████ of MOT funds for the benefit of either herself, her family members or her friends.

2.64 In addition, \$95,000 of MOT budget was transferred to TAIC and at least some of these funds were used for the benefit of Patrick Sharp. Further investigation would be necessary to establish the extent of the work that Mr Sharp conducted for TAIC.

- [illegible]

Telephone Numbers	• [REDACTED] [REDACTED]
Email	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Other Assets	[REDACTED] [REDACTED]
Bank account numbers	[REDACTED] [REDACTED]

Appendix A



Withheld under sections 9(2)(ba)(i), 9(2)(ba)(ii)

Appendix B

Contracts with Elizabeth Williams and Mazarine Associates

Contract for Services
Ministry of Transport
 TE MANATŪ WAKA
Transition and change/project support**Contract No.15/16-013****The Parties****MINISTRY OF TRANSPORT****(Buyer)**

Level 6, 89 The Terrace

Wellington 6140

and

Elizabeth Williams**(Supplier)**

GST Registration / Company No:

The Contract**Agreement**

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

The documents forming this Contract are:

- | | |
|---|-------------------|
| 1. This page | Page 1 |
| 2. Contract Details and Description of Services | Schedule 1 |
| 3. Standard Terms and Conditions | Schedule 2 |
- GMC Form 1 SERVICES | Schedule 2 (2nd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract.
- Any Supplier terms and conditions do not apply.
- Clause numbers refer to clauses in Schedule 2.
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

(signature)

For and on behalf of the **Supplier**:

(signature)

name:

Joanne Harrison

name:

Liz Williams

position:

General Manager Organisational Development

position:

Contractor

date:

9/10/2015

date:

10/10/2015

Schedule 1

Contract Details and Description of Services

Start Date	2 November 2015	Reference Schedule 2 clause 1
End Date	ongoing	Reference Schedule 2 clause 1

Contract Managers <small>Reference Schedule 2 clause 4</small>		Buyer's Contract Manager	Supplier's Contract Manager
	Name:	Joanne Harrison	Liz Williams
	Title / position:	General Manager Organisational Development	Contractor
	Phone:	[REDACTED]	[REDACTED]
	Fax:	[REDACTED]	
	Email:	[REDACTED]	[REDACTED]

Addresses for Notices <small>Reference Schedule 2 clause 14</small>		Buyer's address	Supplier's address
	For the attention of:	Joanne Harrison	Liz Williams
	c.c. Contract Manager		
	Delivery address:	89 The Terrace Wellington	[REDACTED] [REDACTED] [REDACTED]
	Postal address:	P O Box 3175 Wellington 6140	[REDACTED] [REDACTED] [REDACTED]
	Fax:	[REDACTED]	
	Email:	[REDACTED]	[REDACTED]

Supplier's Approved Personnel <small>Reference Schedule 2 clause 26</small>		Approved Personnel
	Name:	Liz Williams
	Position:	Sole Contractor
	Specialisation:	N/A

Description of Services
<p>Services and Deliverables</p> <p>Services are summarised below and will be subject to mutually agreed briefs throughout the engagement.</p> <p>The supplier will provide advisory and administrative support to General Manager Joanne Harrison throughout the change period. The summary of delivery will change from time to time and flexibility will be required.</p> <ul style="list-style-type: none"> ◦ New and existing Chief Executive transition: <ul style="list-style-type: none"> ◦ Interactive welcome information ◦ Internal communications ◦ External communications ◦ Organisational design and structuring with the new CE ◦ Knowledge systems transition management <ul style="list-style-type: none"> ◦ Project management services ◦ Business analysis services ◦ Learning and development services ◦ Backfilling roles ◦ Change management

Supplier's Reporting Requirements Reference: Schedule 2 clause 5	Report to:	Type of report	Due date		
	Joanne Harrison [REDACTED] [REDACTED]	Status/progress update including risks and obstacles	Fortnightly following commencement date		
CHARGES: The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.					
Fees Reference: Schedule 2 clause 3	The Supplier's Fees will be calculated as follows: <ul style="list-style-type: none"> Only <i>mutually agreed</i> hours and effort are billable Hourly rate of \$110/hr + GST 				
Expenses Reference: Schedule 2 clause 3	If mutually agreed in writing				
Daily Allowance Reference: Schedule 2 clause 3	If mutually agreed in writing				
Invoices Reference: Schedule 2 Subject to clauses 3 and 11.7	The Supplier must send the Buyer an invoice for the Charges at the following times: Last business day of each month, for payment by the 20 th of the following month				
Address for invoices Reference: Schedule 2 clause 3		Buyer's address			
	For the attention of:	[REDACTED]			
	Physical address:	Level 6, 89 The Terrace, Wellington			
	Postal address:	P O Box 3175, Wellington 6140			
	Email:	[REDACTED]			
Insurance Reference: Schedule 2 Clause 8.1	INSURANCE: (clause 8.1 Schedule 2) N/A – Exemption to be granted				
Changes to Schedule 2 and additional clause/s	<p>SCHEDULE 2 of this Contract is amended as follows:</p> <p>Remove 2.4 b as the Buyer (not the Seller) shall provide all equipment necessary to deliver the Services</p> <p>Remove 8.1 a and 8.1 b, as insurance will be exempted</p> <p>Reword 11.2 to remove 11.2 a and 11.2 b, and to state only: 'At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract by giving 20 Business Days Notice'</p>				
Attachments Reference: Contract documents described in Page 3	Personnel Confidentiality Undertaking				

Personnel Confidentiality Undertaking
(clause 13.3)

To: Ministry of Transport
89 The Terrace
Wellington

Supplier: Elizabeth Williams

Contract Number: 15/16-013

I, _____, of _____, Wellington, have been engaged by the Supplier in relation to the provision of the Services to the Ministry of Transport (the **Buyer**) as set out in the Contract for Services dated _____ between the Buyer and the Supplier.

Confidential Information: I acknowledge and agree that:

- (a) in the course of my performing the Services for the benefit of the Buyer, I will receive or have access to information relating to the Buyer's business, whether or not identified as confidential information (subject to the following sentence) (**Confidential Information**). Confidential Information does not include any information previously known to me (other than under an obligation of confidence to the Buyer), or that is public knowledge or that is rightfully received by me from a third party who is itself not under an obligation of confidence to the Buyer;
- (b) I will:
 - (i) keep the Confidential Information confidential at all times and, unless agreed otherwise by the Buyer in writing or as required by law, will not disclose or provide access to, communicate, copy, make available or re-supply any Confidential Information or use the Confidential Information for any purpose other than enabling the Supplier to provide the Services;
 - (ii) effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons, and keep the Confidential Information under my control.

Name:

Title:

Date:

Appendix C

List of payments to Sharp Design, Mazarine Associates, EJW Consultants and Patrick Sharp

Payee Name	Date of transaction	Amount (\$)
SD	15.11.2012	\$882.00
SD	20.11.2012	\$6,866.00
SD	14.12.2012	\$7,079.00
SD	19.02.2013	\$12,888.00
SD	19.03.2013	\$7,310.00
SD	27.03.2013	\$3,400.00
SD	18.04.2013	\$3,400.00
Sharp Design	29.04.2013	\$8,535.00
Sharp Design	16.05.2013	\$6,160.00
Sharp Design	29.05.2013	\$16,865.00
Sharp Design	19.06.2013	\$6,505.00
Sharp Design	27.06.2013	\$4,715.00
Sharp Design	18.07.2013	\$4,273.43
Sharp Design	30.07.2013	\$4,715.00
Sharp Design	19.08.2013	\$7,140.00
Sharp Design	29.08.2013	\$4,550.00
Sharp Design	19.09.2013	\$6,765.00
Sharp Design	17.10.2013	\$9,872.75
Sharp Design	30.10.2013	\$2,990.00
Sharp Design	18.12.2013	\$5,520.00
Sharp Design	19.02.2014	\$5,612.00
Sharp Design	27.02.2014	\$4,634.50
Sharp Design	19.03.2014	\$2,587.50
Sharp Design	16.04.2014	\$19,849.00
Sharp Design	19.05.2014	\$12,315.83
Sharp Design	19.06.2014	\$28,359.00
Sharp Design	17.07.2014	\$23,373.75
Total		\$227,162.76

Payee Name	Date of transaction	Amount (\$)
Mazarine Associates	20.04.2015	\$20,240.00
Mazarine Associates	19.05.2015	\$18,216.00
Mazarine Associates	18.06.2015	\$28,083.00
Mazarine Associates	16.07.2015	\$15,560.00
Mazarine Associates	20.08.2015	\$32,131.00
Mazarine Associates	17.09.2015	\$23,037.40
Mazarine Associates	20.10.2015	\$37,095.58
Mazarine Associates	20.04.2015	\$25,750.80
Mazarine Associates	19.05.2015	\$31,933.48
Mazarine Associates	18.06.2015	\$26,208.50
Mazarine Associates	16.07.2015	\$19,987.00
Mazarine Associates	20.08.2015	\$33,528.25
Mazarine Associates	17.09.2015	\$38,492.80
Mazarine Associates	20.10.2015	\$19,987.00
Total		\$370,250.81

Payee Name	Date of transaction	Amount (\$)
EJW Consultants	20.04.2015	\$18,595.50
EJW Consultants	19.05.2015	\$58,017.50
EJW Consultants	18.06.2015	\$28,669.50
EJW Consultants	16.07.2015	\$23,690.00
Total		\$ 128,972.50

Withheld under section 9(2)(a)

Payee Name	Date of transaction	Amount (\$)
Patrick Sharp	13.07.2015	[REDACTED]
Patrick Sharp	27.07.2015	[REDACTED]
Patrick Sharp	11.08.2015	[REDACTED]
Patrick Sharp	24.08.2015	[REDACTED]
Patrick Sharp	07.09.2015	[REDACTED]
Patrick Sharp	21.09.2015	[REDACTED]
Patrick Sharp	05.10.2015	[REDACTED]
Patrick Sharp	19.10.2015	[REDACTED]
Patrick Sharp	02.11.2015	[REDACTED]
Patrick Sharp	02.11.2015	[REDACTED]
Patrick Sharp	16.11.2015	[REDACTED]
Patrick Sharp	30.11.2015	[REDACTED]
Patrick Sharp	14.12.2015	[REDACTED]
Patrick Sharp	21.12.2015	[REDACTED]
Patrick Sharp	11.01.2016	[REDACTED]
Patrick Sharp	21.01.2016	[REDACTED]
Patrick Sharp	04.02.2016	[REDACTED]
Patrick Sharp	22.02.2016	[REDACTED]
Patrick Sharp	07.03.2016	[REDACTED]
Patrick Sharp	21.03.2016	[REDACTED]
Patrick Sharp	04.04.2016	[REDACTED]
Patrick Sharp	18.04.2016	[REDACTED]
Total		[REDACTED]

Appendix D

Examples of Invoices – Mazarine and EJW

Accused

TAX INVOICE**Mazarine Associates****Invoice number:**

Pay-ment 02/10

MAS/MOT/15-15**Date:**

16.4.15

30 June 2015

GST No.:

27224

To:	Ministry of Transport PO Box 3175 Wellington 6140		
Fees:	Professional Services – 01-30 June 2015 Project Service fee		
GST Number:	[REDACTED]		
	158 hours @ \$110 per hour		\$17,380.00
	GST		<u>\$2,607.00</u>
	Total		\$19,987.00
Payment terms:	Payment by 31 July 2015 please		
Account name: Mazarine [REDACTED] [REDACTED] [REDACTED]			

Doc. No.	9999	6415	\$	17,380.
CC	Proj	Accr	Net Amount	
Description	consultant charges - professional service			
I certify that the goods or services have been received the coding and amount are correct and that this expenditure complies with the Ministry's expense policy				
Approved:	[Signature]			Date 8/7/15
Mazarine Associates [Redacted]				

Withheld under section 9(2)(a)

EJW CONSULTANTS

0270100

TAX INVOICE

C/N
15/10/03

19/11/15

27606

To: Ministry of Transport
PO Box 3175
Wellington
6140

Our reference: OCT-2015-35/1
Date: 6 November 2015

10

Item	Service description	Fee \$	GST	Total
1	Professional Services – October 2015	16,170.00	2,425.50	18,595.50
Total amount due				18,595.50

Please make payment by 30 November 2015

Account number: [REDACTED]

ORGANISATION	99991	0.715	\$16,170.00	CC
CC	Proj	Acct	Net Amount	
Description	Professional HR Services			
I certify that the goods or services have been received, the coding and amount are correct and that this expenditure complies with the Ministry's expense policy				
Signature	Date 9/11/2015			

Contact Telephone: [REDACTED]

Email: [REDACTED]

Appendix E

Memo - Worksafe



Ministry of Transport
TE MANATŪ WAKA

①

To: Martin Matthews		MEMORANDUM
From: Jo Harrison		
CC: [REDACTED]		
Date: 1 July 2015		
Through: WSNZ		

Subject: Funded fixed term arrangement with Worksafe

Worksafe NZ are the workplace health, safety and well being regulators, their role is to prevent harm to all people at work and in, or in the vicinity of, the workplace. They are working to significantly improve New Zealand's workplace health and safety performance, undertaking assessments and investigations at workplaces to monitor and enforce compliance with the law.

In order to promote and contribute to the prevention of harm, they are looking to foster co-operative relationships and secondments between businesses and workers, and their representatives. I became involved with the team after I attended with you at the CE presentation at Treasury. I made enquiries with the team (in the spirit of 'we don't know what we don't know' and we may think our requirements are minimal, they may not be) I advised them that we take safety and well-being seriously and would like a partnership arrangement that supports our future needs.

The Ministry will need to consider its current and future conditions; equipment and materials, policies and practises, building, security etc and we will need to evidence our practises in the application of new and revised policies. We need to train up to 3 staff to Health & Safety level 3, currently they are not at level 1. This workplace inspector would assist with our requirements until staff are at the required level to perform. The benefit of this interim arrangement would provide us with taking proactive responsibility for all stages of assessments, audits and inspections in 2016.

We have the opportunity to take part in a 6-month secondment, the suggested agreement is attached for you to authorise and has been reviewed by [REDACTED]. The Ministry would recover the costs through monthly invoicing and would pay a small amount of \$1539 to cover the difference over a 6-month period.

The training begins 8 July 2015, I recommend we take up the opportunity and agree to a 6 month fixed term offer, recoverable from WSNZ. The role could sit under GMOD and I would maintain oversight of the role and the deliverables.

Regards

Jo Harrison

HEAD OFFICE: PO BOX 3175, Wellington 6140, New Zealand. TEL: +64 4 439 9000, FAX: +64 4 439 9001

AUCKLAND OFFICE: NZ Government Auckland Policy Office, PO Box 106 238, Auckland City 1143, New Zealand. TEL: +64 9 985 4827, FAX: +64 9 985 4849

CHRISTCHURCH OFFICE: PO Box 3014, Christchurch 8140, New Zealand. TEL: +64 3 366 9304, FAX: +64 3 366 9517

Secondment Agreement

Between **Ministry of Transport (MOT)** ("the home agency"),
 WorkSafe New Zealand (WSNZ) ("the host agency")
 And ("the seconded")

The Ministry of Transport, Worksafe New Zealand, and agree to the following terms and conditions for the secondment of to WSNZ.

1.0 Purpose of Secondment

- 1.1 will be seconded to WSNZ to undertake training to become a warranted Health and Safety Inspector to assist with the requirements of the Ministry and facilitate training of up to 3 staff from the Ministry to bring them up to the required standards in readiness for legislative training,
- 1.2 At the conclusion of the secondment, and subject to the agreement of the parties to this secondment, the seconded will be offered full-time employment with WSNZ

2.0 Terms of Secondment

- 2.1 The secondment begins on 8 July 2015. The secondment will end:
 - i. On 31 December 2015 or on a date mutually agreed between the parties upon acceptance of a permanent offer of employment with WorkSafe NZ, whichever occurs earlier although we may mutually agree to vary the term of the secondment and change the end date; or
- 2.2 The seconded remains an employee of MOT throughout the secondment period subject to his employment agreement with MOT. Any variation to the seconded's agreement of employment will be negotiated between the seconded and MOT, as required under the terms of his employment agreement. However, any variation to the employment agreement that is needed to provide for matters relating to the secondment will be agreed by all three parties to this Agreement.

3.0 Remuneration, cost recovery and working hours

- 3.1 The seconded's total remuneration per annum is This amount may change following a remuneration review.
- 3.2 MOT will remain responsible at all times for the payment of the seconded's salary or wages while this secondment agreement remains in force.
- 3.3 The host agency will reimburse MOT for the amount of base salary per annum, pro-rated for the period of the secondment, and where the seconded is a member of a superannuation scheme the requires employee contributions, the total cost of the

employer contributions payable based on a salary of [REDACTED] pro-rated for the period of the secondment, upon receipt of monthly invoices from MOT.

- 3.4 The host agency will pay to the home agency the amount invoiced by the 20th of the month following the date of the invoice.
- 3.5 The secondee will be required to work a minimum of 37 hours and 55 minutes per week. These hours may be varied during periods of classroom-based and on-the-job training.
- 3.6 The secondee will be required to participate in structured classroom-based learning.
- 3.7 The secondee will be required to participate in structured on-the-job learning during the period of his secondment, the timing and content of which will be developed by the host manager. This on-the-job learning will support the instructional content of the classroom-based learning detailed above and will assist the secondee in gaining the necessary skills, experience and competence to successfully achieve his health and safety inspector warrant.
- 3.8 The secondee will be required to sit and successfully pass examinations associated with the warranting process as a health and safety inspector, including, but not limited to:

Legislation Examination - 31 August

Occupational Health Examination – 25 November

4.0 Leave entitlements and notification

- 4.1 The secondee will continue to accrue annual leave on the terms and conditions set out in his employment agreement with MOT. The Host manager, [REDACTED] will be responsible for managing any leave taken by the secondee and for informing MOT of any leave that the secondee has taken.
- 4.2 Secondment, bereavement and any other leave arrangements will remain as set out in the secondee's employment agreement.
- 4.3 Leave will be reported on a monthly basis as convenient to the Human Resources staff in both organisations.

5.0 Performance Management

- 5.1 The secondee is entitled to performance and remuneration reviews as set out in his employment agreement. Performance planning and appraisal is a shared responsibility between the secondee's home manager and his host manager. The home manager will arrange with the host manager to receive feedback as part of the review. Any changes to remuneration as a result of the review will be included as agreed in Clause 3.0.
- 5.2 The input to this process will be based on the portion of time the secondee spends in each organisation during the performance management reporting period.

6.0 Misconduct

- 6.1 WSNZ will involve the home agency and establish an investigation/disciplinary process in the case of misconduct of the secondee.

7.0 Training and Development

- 7.1 The secondee and his host manager will address any training needs for him in relation to the seconded position. The Host agrees to pay for any training that the secondee undertakes in relation to his seconded position, including travel and accommodation costs associated with this training.

8.0 Applying for positions

- 8.1 MOT recognises that the secondee is entitled to apply for advertised positions in either organisation or externally during the period of the secondment.
- 8.2 If the secondee chooses to apply for any positions in WSNZ during the period of secondment then he would do so as a MOT employee.
- 8.3 The secondee will inform both parties of his resignation in writing if he is a successful applicant for a position outside both organisations.

9.0 Codes of conduct, policies, procedures and practices

- 9.1.1 During the term of the secondment the secondee will abide by the requirements set out in the Codes of Conduct, policies, procedures and practices of both MOT and Worksafe NZ. If there are perceived differences in interpretation of the Codes and policies etc. of the two organisations, they should be raised and discussed by all parties to the agreement.
- 9.1.2 Any actual or potential conflict of interest will be brought to MOT's attention for discussion, which may also involve the host agency if required.

10.0 Confidentiality

- 10.1 The secondee will not discuss or disclose any information, processes, materials, documents, costs, or secrets, related to any aspect of the business of WorkSafe NZ or MOT without the express agreement of the relevant organisation.
- 10.2 The only exception is where that discussion or disclosure of information is legitimately required as part of the secondee's performance, duties and responsibilities in relation to his work for both organisations.

11.0 Copyright and Intellectual Property

- 11.1 Unless otherwise agreed in writing, all work produced by the secondee in the course of his secondment duties, and copyright in that work, shall belong to MBIE and will continue to do so after the termination of this secondment.

12.0 Dispute Resolution

12.1 In the event of a dispute, the parties will first try and resolve the dispute by negotiation. If negotiations fail, the parties will resolve the dispute by mediation.

13.0 Secondee Responsibilities

13.1 The secondee will be responsible for:

- completing all work objectives and learning development goals specified in First Schedule
- taking appropriate steps to ensure the secondee's safety and to avoid harm to others, including bringing any health and safety issues in the work place to the host's attention
- keeping in touch with MOT on a regular basis

14.0 WSNZ Responsibilities

14.1 WSNZ will be responsible for:

- the general induction of the secondee into the organisation's business and providing the secondee with the resources he needs to perform the tasks required
- agreeing with the secondee clear performance expectations and processes for performance feedback to him and the home manager and for recording and assessing his development
- providing regular briefings for the home agency on the secondee's performance and progress during the secondment
- identifying learning opportunities to develop individual development goals
- working with the home agency to provide a supportive environment for the secondee
- discussing any concerns or difficulties related to the secondment with the secondee and the home agency as soon as they arise, in the first instance with the secondee and the home manager
- providing and maintaining a safe working environment that meets the requirements of the Health and Safety in Employment Act 1992.

15.0 MOT Responsibilities

15.1 MOT will be responsible for:

- keeping the secondee briefed on work-related activities and events occurring at MOT during his secondment (e.g. by extending invitations to meetings, providing information on internal policies, business planning process and social events etc.)

16.0 Review and Feedback Timetable

16.1 The secondment will be reviewed no later than 30 November 2015.

16.2 The host manager andagree to meet on a regular basis and at other times as requested by the secondee or the home manager.

- providing and maintaining a safe working environment that meets the requirements of the Health and Safety in Employment Act 1992.

15.0 MOT Responsibilities

15.1 MOT will be responsible for:

- keeping the secondee briefed on work-related activities and events occurring at MOT during his secondment (e.g. by extending invitations to meetings, providing information on internal policies, business planning process and social events etc.)
- nominating a manager to liaise with the secondee during the term of his secondment.

16.0 Review and Feedback Timetable

16.1 The secondment will be reviewed no later than 30 November 2015.

16.2 [REDACTED] the host manager and [REDACTED] agree to meet on a regular basis and at other times as requested by the secondee or the home manager.

17.0 Signatories

17.1 I have read and understand the agreement and accept the terms and conditions as stated.

Signature:)

Date:)

Andrew Jackson, Deputy Chief Executive, Ministry of Transport

Signature: Andrew Jackson)

Date: 1 July 2015)

[REDACTED], Investigations Manager, WorkSafe New Zealand

Signature:)

Date:)

papers sent
6 July

2015 to WSNZ

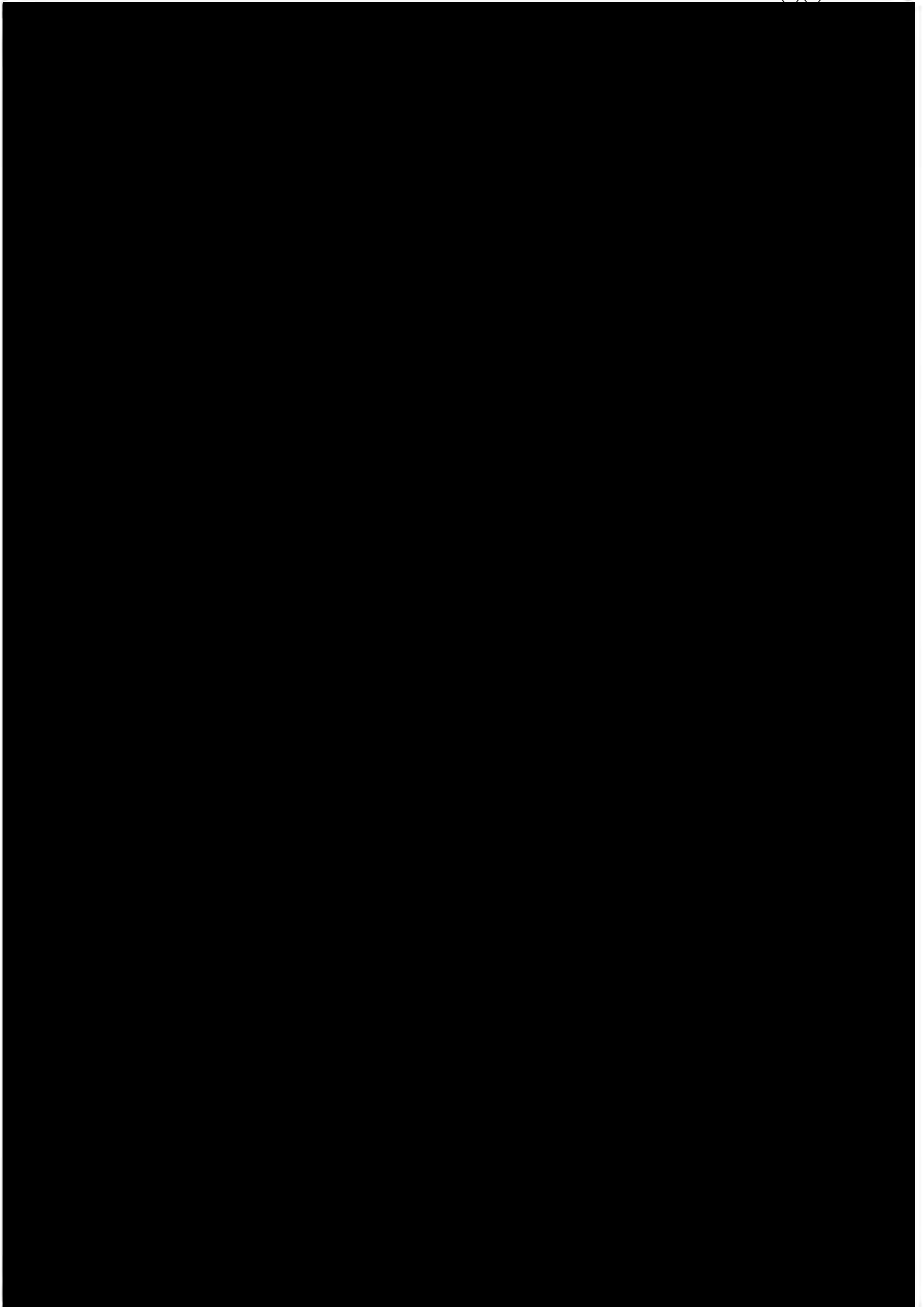
Appendix F

Property reports

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Withheld under section 9(2)(a)





Withheld under section 9(2)(a)

3730

9.10.15
9

Joanne Harrison

Subject: FW: Offer letter

-----Original Message-----

From: Patrick Sharp

Sent: Wednesday, 21 October 2015 2:13 p.m.

To: Joanne Harrison

Subject: Offer letter

29/10/15
B
AG

Hi Jo

Further to meeting both you and Richard early October, I can confirm my final day covering WorkSafe etc will be Friday of this week. Please inform the Ministries payroll departments concerned, no further payment is due in salary or other expenses.

Now, we all discussed some temporary assistance in the form of proofing, research, and report writing going forward - Jo, thank you for the provisional offer from the Ministry of Transport. Is this going to be a new fixed term offer, as there will be a gap of a week where no salary is required?

I can agree to one day per week, from 30/10/15 to 30/10/16 subject to the agreement of Human Resources. I understand that the staff were unavailable at the time you sent the letter to me Jo. Please confirm if the offer stands? I have signed and returned the letter to Danielle.

As discussed, I do not require equipment, desk, or any home office, thank you, the email address correspondence is all that is required at this stage. I must reiterate, I am not able to work full time but I am flexible to meet your needs any day of the week.

I will post you a signed book, as promised. I am nearing the end of another gripping crime drama, hence one day commitment only at this stage.

I look forward to hearing back from you, and meeting you both again next week. Richard is a wonderfully gentle character.

I would like to express my sincere thanks for the opportunities presented over recent times, I shall endeavour to continue my support going forward.

Kind Regards

Rick



final pay 23/10

Appendix G

Documentation relating to Patrick Sharp contract

10.



Ministry of Transport
TE MANATŪ WAKA

To: Martin Matthews	MEMORANDUM
From: Jo Harrison	
Date: 28 October 2015	
Through: [REDACTED]	

Subject: Short fixed term contract

With the upcoming delivery of the Futures work, the Ministry has an ambitious programme of publications, stories, and content for a new website, all being written in a condensed period of time. As with all of our work, it is important that the material is of high quality, tells the right stories with the right structure and right style/tone for their intended audience. Assistance with writing and 'massaging' the content will be important before 'go-live'.

As shared-custodians of our external publications and work, OD looks to provide resources to ensure quality. [REDACTED] has moved on to [REDACTED] and the external quality review pool was disbanded some months ago. The Engagement and Communications team, whilst heavily involved in the logistics of the Futures work, will not have capacity or capability to re-write, structure and review the upcoming content within the condensed timeframes.

We have successfully used two writers in the past to supplement our capability, I intend to hire two writers rather than use them as contractors, on a 12 month fixed term, one day per week, total salary of [REDACTED]. I will utilise some of the salary from [REDACTED] departure. This will not affect the current budget and no further funds will be requested.

Regards

Jo Harrison
GM Organisational Development

[REDACTED]

Approved/~~Not Approved~~

Martin Matthews
Chief Executive

www.transport.govt.nz

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Ministry of Transport
TE MANATŪ WAKA

3742¹²

29 October 2015

Patrick Sharp

RECEIVED
16/11/15
W-PT 00

Dear Patrick

I am pleased to offer you fixed-term part-time employment with the Ministry of Transport ("the Ministry"). Your offer of employment is on the terms contained in this letter and the Ministry's collective agreement.

Position: Writer – OD Group

Location: Wellington

Employment Category: Fixed-term / Part-time

Fixed Term: Monday 9 November 2015 – Friday 11 November 2016

Reason for fixed-term: The reason for the employee being employed on a fixed-term basis is to provide writing assistance to the Organisational Development Group whilst future requirements for the OD Group are assessed.

Annual Leave: Four weeks per annum (on a pro rata basis)

Ordinary hours of work: You will work one day per week (every Monday – for a total of 8 hours) ✓

Total Remuneration: [REDACTED] (gross) per annum (on a pro rata basis for period worked) – the Ministry's employer contributions to your superannuation (if any) are paid as **part of** your total remuneration, rather than in addition to it. This means that:

- if you are a member of KiwiSaver, this sum is inclusive of any compulsory employer contribution that the Ministry is required to make to your KiwiSaver under the KiwiSaver Act 2006; or
- if you are a member of SSRSS, this sum is inclusive of the Ministry's agreed employer contribution to SSRSS.

Your remuneration will be paid fortnightly by direct credit into your nominated bank account.

KiwiSaver

All new staff are automatically enrolled in KiwiSaver at the rate of 3%. Contributions will continue to be deducted each payday unless you opt out. You have eight weeks after commencement of employment to decide if you wish to remain a member of KiwiSaver.



Ministry of Transport
TE MANATŪ WAKA

This agreement may be terminated by either party giving one week's notice in writing, with payment of salary for work carried out by the employee being paid up to the date of termination only, unless otherwise required by law. The employer may elect to pay the employee the equivalent part, or all, of his ordinary base salary in lieu of notice for any part of that notice period and not require the employee to attend work during that time.

This position is covered by a collective agreement between the Ministry and the Public Service Association (PSA).

Members of the PSA are automatically bound by the terms of the collective agreement between the Ministry and the PSA. Please advise People and Development if you are a member of the PSA. You may choose to become a member of the PSA at any time, in which case you will then be bound by the collective agreement between that union and the Ministry. If you are bound by the collective agreement, additional terms and conditions may be agreed between you and the Ministry that are not inconsistent with the collective agreement.

If you are not a member of the PSA, for the first 30 days of your employment with the Ministry, you will be employed under an individual employment agreement based on the same terms and conditions as contained in the collective agreement plus any additional terms agreed between you and the Ministry that are not inconsistent with the collective agreement. This is required under the Employment Relations Act 2000.

After 30 days, if you are not a member of the PSA your individual employment agreement can be varied by mutual agreement between you and the Ministry. If no variations are made, your terms and conditions will continue unaltered.

The organiser for the Public Service Association is [REDACTED]

Entire Agreement

The offer of employment as contained in this letter is a full record of the agreement between you and the Ministry of Transport and supersedes any previous agreements or discussions. Any changes to any of these terms will need to be agreed in writing.

Acceptance of Offer

Please take your time to consider this offer. You are entitled to seek independent advice regarding these terms. Should you wish to discuss any aspect of this offer, please do not hesitate to contact Joanne Harrison on [REDACTED]

If you wish to accept this offer, please sign the following section and declaration on the enclosed copy of this letter and return it to [REDACTED] in our People & Development Team within ten days of receipt of this letter (at which time the offer will lapse). You may be required to undergo police and/or security vetting for this position. Should this be required and you fail to successfully obtain appropriate checks to the Ministry's satisfaction, your employment may be terminated.



On behalf of the Ministry, I extend to you a sincere welcome and trust that we will have a mutually rewarding relationship.

Yours sincerely

Jo Harrison
GM Organisational Development

Acceptance of Offer

I, Patrick Sharp, acknowledge that I have read, understood and accept the conditions of this offer of employment and the terms contained in the enclosed employment agreement.

I acknowledge that I have had the opportunity to take independent advice prior to accepting this offer. I also declare that all information I have provided to the Ministry in support of my application for employment is true, correct and complete. I understand that this information is material to the Ministry's decision to employ me and that I may be dismissed if I have provided any untrue, incorrect or incomplete information.

I ~~consent~~ / do not consent to the Public Service Association being informed that I have entered into this agreement.

I have received a copy of the State Services Code of Conduct and agree to abide by it.

*

Signed by Patrick Sharp

29/10/15
Date

NOTE: Please return one original letter. Keep a copy for your records.

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