



Memorandum of Understanding

between

Kāinga Ora – Homes and Communities

and

The Electricity Authority Te Mana Hiko

A. PARTIES

1. The parties to this Memorandum of Understanding ("**MOU**") are:
 - a. **Kāinga Ora – Homes and Communities**: a Crown entity established by section 8 of the Kāinga Ora – Homes and Communities Act 2019 (the "**Kāinga Ora Act**") ("**Kāinga Ora**"); and
 - b. **The Electricity Authority Te Mana Hiko**: an independent Crown entity established by section 12 of the Electricity Industry Act 2010 ("EI Act") ("**Authority**"),(each a **Party**, and together the **Parties**)

B. BACKGROUND

2. Section 12 of the Kainga Ora Act provides that Kāinga Ora has the objective to contribute to sustainable, inclusive and thriving communities that:
 - a. Provide people with good quality, affordable housing choices that meet diverse needs;
 - b. support good access to jobs, amenities and services; and
 - c. otherwise sustain or enhance overall economic, social, environmental and cultural well-being of current and future generations.
3. Kāinga Ora undertakes the functions set out in section 13 of the Kāinga Ora Act which include providing housing and undertaking urban development.
4. When undertaking its functions, the Kāinga Ora Act requires Kāinga Ora to act consistently with its operating principles set out in section 14 of the Kāinga Ora Act. These fall under five headings: public housing solutions that contribute positively to well-being, housing supply meets needs, well-functioning urban environments, stewardship and sustainability, and collaboration and effective partnerships.
5. The Authority is responsible for overseeing and regulating the electricity industry in New Zealand. The Authority's main statutory objective, as set out in section 15 of the EI Act, is to promote competition in, reliable supply by, and the efficient operation of, the electricity industry for the long-term benefit of consumers. The Authority also has an additional objective to protect the interests of domestic consumers and small business consumers in relation to the supply of electricity to those consumers. Pursuant to section 14 of the Crown Entities Act 2004, when performing its functions, the Authority must act consistently with its objectives.
6. The Parties now enter into this MOU to, among other things, record the manner in which they will work together towards achieving the purposes/objectives set out in Section C (Purposes/Objectives) below. The Parties recognise that they share some common interests in relation to the supply of electricity in New Zealand and acknowledge that co-operation and appropriate information exchange will promote the effective and efficient performance of the Parties' respective objectives and functions.

C. PURPOSES/OBJECTIVES

7. The purposes/objectives of this MOU are to:
 - a. Establish and encourage a collaborative relationship between the Parties in pursuit of the activities, policies, plans and/or work programmes contained in the Schedules to this MOU.
 - b. Build an enduring relationship based on mutual respect and trust.

D. EFFECT OF MOU

8. This MOU includes the Schedules to this MOU.

9. Except for the obligations under Section L (Confidentiality and Privacy), this MOU is not intended to be, and is not, legally binding on the Parties.
10. Each Party understands that when its legal obligations under any other law conflict with this MOU, or any Schedule to this MOU, the other law prevails.
11. The Parties understand that, if Kāinga Ora registers as an industry participant under the EI Act, its regulatory obligations under the Electricity Industry (Enforcement) Regulations 2010 and the Electricity Industry Participation Code 2010 are not affected by this MOU.
12. Nothing in this MOU, or any of its Schedules, affects the independence, statutory functions, duties or responsibilities, or other legal obligations of either Party. This MOU does not commit either Party to the allocation of additional funds or other resources to support its delivery.
13. Neither this MOU nor its Schedules are intended to be an information sharing agreement for the purposes of Part 7 of the Privacy Act 2020 (“**Privacy Act**”).

E. GUIDING RELATIONSHIP PRINCIPLES

14. The Parties agree that the following overarching principles will guide their interactions with each other, in relation to the activities, policies, plans and/or work programmes contained in the Schedules to this MOU:

Good faith	Our dealings with each other will be genuine and meaningful - based on mutual trust and respect
Responsibility	We will act with integrity and deliver on our commitments
Transparency	We will be open and transparent in our intent
Responsiveness	We will be responsive and flexible in the face of new information or requests
Consistency	We will aim for consistency in giving effect to this MOU
Understanding	We will commit to understanding each other’s values, interests, programmes and priorities
Confidentiality	We will respect the confidentiality of any information shared in confidence
No surprises	We will ensure we inform each other about significant new information
Proactive	We will proactively manage and develop the relationship
Consultative	We will seek advice before we make important decisions
Inclusive	We will recognise our mutual advantage in including each party in our overall work and long-term goals
Good conduct	We will treat all people fairly, and with dignity and compassion

F. AGREED WAY OF WORKING

15. In addition to the principles in Section E (Guiding Relationship Principles) and notwithstanding Section D (Effect of MOU), in relation to the activities, policies, plans and/or work programmes contained in the Schedules to this MOU, the Parties will endeavour to:
 - a. Work together closely to manage all work under this MOU and any Schedule in an effective and well-coordinated manner.
 - b. Meet regularly.
 - c. Make a copy of this MOU and any Schedule available to all relevant staff.
 - d. Recognise and respect the statutory roles and objectives of the other Party.

G. TERM and TERMINATION

16. This MOU will take effect from the date it is signed by both Parties.
17. This MOU and its Schedules endure until they are terminated, replaced, or varied in accordance with the terms of this MOU, with the exception of the clauses in Section K (Communications, Engagement and Media), Section L (Confidentiality and Privacy) which the Parties agree will endure after this MOU is terminated.
18. This MOU and any of its Schedules may be terminated at any time by the parties by agreement in writing.

H. REVIEW AND VARIATION

19. Either Party may request a review of this MOU or (if a Schedule does not include a review frequency for that Schedule) a Schedule at any time.
20. This MOU or any Schedule may only be varied by agreement in writing.

I. RELATIONSHIP MANAGEMENT

21. Each Party will nominate a Relationship Manager as a point of contact for the ongoing communication between both Parties.
 - 21.1 The Relationship Manager for Kāinga Ora is Renewable Energy Lead.
 - 21.2 The Relationship Manager for the Authority is General Manager Legal Monitoring and Compliance.
22. Each Relationship Manager will have oversight of the operation of this MOU.
23. Each Party can nominate in writing a substitute Relationship Manager.

J. DISPUTE RESOLUTION

24. The Parties will endeavour to work cooperatively and be flexible in developing solutions to any disputes that may arise in relation to this MOU.
25. If there is any dispute between the Parties in relation to this MOU or any of its Schedules, the Parties shall make reasonable endeavours to resolve the dispute in a timely manner or within 28 days in a way that best supports the objectives and principles of this MOU.
26. If a dispute cannot be resolved by the Relationship Managers within a reasonable period or within 90 days, the matter will be escalated to the Chief Executives of the Parties (or delegated person) for resolution.
27. Nothing in this MOU prevents a party from seeking a remedy before a court.

K. COMMUNICATIONS, ENGAGEMENT AND MEDIA

28. The Parties' communications teams will work together closely to manage all communications and external relations relating to this MOU and any Schedule.
29. The contact people for all matters involving the media will be the Relationship Manager.

L. CONFIDENTIALITY AND PRIVACY

30. Definitions:

- a. **Confidential information** means information about each Party that is not publicly available and information about a third party that is not publicly available;
- b. **Individual** means a living natural person;
- c. **Information** includes confidential information and personal information as defined in this MOU;
- d. **Personal information** means information about an individual and does not include confidential information;
- e. **Privacy breach** means unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of, the personal information or an action that prevents either Party from accessing the information on either a temporary or permanent basis;
- f. **Data breach** means unauthorised or accidental access to, or disclosure, loss, or destruction of, the confidential information or an action that prevents either Party or, if the context requires, a third party, from accessing the confidential information;
- g. **Data incident** means an actual or suspected privacy breach or data breach or any other information security incident that has, or is likely to have, weakened the security or integrity of the Party's system;
- h. **Party's system** means any hardware, software, firmware, and networking or telecommunication equipment owned or operated by one of the parties to this MOU.

Personal information

31. The Parties understand that, for the purposes of an activity, policy, plan or programme provided for in a Schedule to this MOU, they may be required to gather, hold, use and/or disclose personal information to each other and, to the extent that it is consistent with the consents or authorisations obtained from the individual, to a third party.
32. The Parties understand that they are reliant on one another to ensure they each comply with their Privacy Act obligations when gathering, holding, using and/or disclosing personal information.
33. Each Party commits to complying with their obligations under the Privacy Act.
34. Each Party understands that a privacy breach is likely to have occurred if personal information is gathered, held, used or disclosed by them in breach of the Privacy Act.
35. Each Party understands that if they inadvertently receive information that constitutes personal information there may have been a possible privacy breach. In such cases, each party will notify the other of the inadvertent disclosure of personal information as soon as reasonably practicable or within 48 hours and assist each other to rectify the possible privacy breach having regard to the requirements of the Privacy Act.
36. The Party responsible for the possible privacy breach will notify the individual whose personal information was inadvertently received in accordance with the requirements of the Privacy Act.
37. Each party will hold personal information securely on the Party's system in accordance with the requirements of the Privacy Act.

Confidential information

38. Each Party shall:
- a. treat as confidential all Confidential Information which it receives from the other Party in connection with this MOU;
 - b. not disclose, and shall procure that its respective employees, agents, and subcontractors do not disclose, such Confidential Information to any other person except:
 - i. with the prior written consent of the other party; or
 - ii. where required or permitted by law;
 - c. only disclose Confidential Information within its organisation on a need-to-know basis;
 - d. establish and maintain such safeguards as are necessary and appropriate to protect Confidential Information, including by ensuring that electronic and hard copies of Confidential Information relating to this MOU are not available for viewing by employees of or contractors to its department or agency who do not have a genuine need-to-know; and
 - e. ensure that their employees, agents, officers and contractors who are disclosed Confidential Information on a need-to-know basis are under similar obligations of confidentiality and security in relation to any such Confidential Information.
39. Notwithstanding clause 38, the Parties acknowledge that in respect of confidential information provided by the Authority in accordance with this MOU, the Authority may require Kāinga Ora to enter into a confidentiality agreement, substantially in the form attached at Schedule 2, to maintain and protect the confidentiality of such information. In the event of any conflict between this MOU and an executed confidentiality agreement between the Parties, the terms of the confidentiality agreement will prevail.

M. SCHEDULES TO THE MOU

40. The Parties may work together on a number of activities, policies, plans and/or programmes. Each activity, policy, plan or programme will be set out in one or more Schedules to this MOU.
41. If either Party wishes to discuss an activity, policy, plan or programme that the Parties could work on together, they will first contact the Relationship Manager of the other Party. The Relationship Managers will collectively agree whether the opportunity should be pursued and, if so, which Party will draft a Schedule for that activity, policy, plan or programme.
42. To the extent possible, the Party responsible for drafting a new Schedule will endeavour to ensure that its terms do not conflict with the terms of an existing Schedule.
43. The Party responsible for drafting a new Schedule will endeavour to identify any changes that may be required to this MOU or any existing Schedule as a result of adding the new Schedule.
44. To the extent that the terms of a Schedule relating to a particular activity, policy, plan or programme ("**Relevant Schedule**") are inconsistent with the terms of this MOU or another Schedule, the terms of the Relevant Schedule will apply for the purposes of the activities, policies, plans and programmes under the Relevant Schedule, unless this MOU or another Schedule specifically identifies which terms should apply in the case of inconsistency.
45. Either Party may opt not to proceed with a new Schedule at any time before it is agreed.
46. Any new Schedules will supersede existing Schedules insofar as the earlier Schedules are inconsistent with a later one. Any new Schedule, or Schedules that are not superseded may be reviewed, modified or terminated on mutual agreement in writing.

N. COSTS

47. Each Party will be responsible for their own costs associated with this MOU.

Signatories

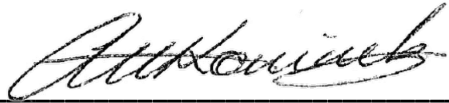
On behalf of Kāinga Ora – Homes and Communities



Andrew McKenzie, Chief Executive Officer

Date: 5 April 2024

On behalf of the Electricity Authority Te Mana Hiko



Anna Kominik, Chair of the Board

Date 6 April 2024