

# *Memorandum of Understanding*

*between*

*the Energy Efficiency and Conservation Authority*

*and*

*the Electricity Authority*

**Between** the Energy Efficiency & Conservation Authority (EECA)

**And** the Electricity Authority (the Authority)

together, the Parties

## **Background**

1. EECA is a Crown entity established under the Energy Efficiency and Conservation Act 2000, tasked with promoting energy efficiency, energy conservation, and the increased use of renewable sources of energy in New Zealand. EECA's statutory role is to lead and coordinate efforts that improve the way energy is generated and used across the economy, supporting New Zealand's transition to a renewable energy system. It develops and implements policies, programmes, and partnerships that encourage the uptake of energy-efficient technologies and practices, and improve energy productivity across households, businesses, transport, and industry. Through its statutory functions, EECA contributes to sustainable energy outcomes that enhance economic resilience, lower environmental impacts, and deliver long-term benefits for consumers and the wider community.
2. The Authority is an independent Crown entity established under section 12 of the Electricity Industry Act 2010 (the EI Act) and is responsible for overseeing and regulating the electricity industry in New Zealand. The Authority functions include making and administering the Electricity Industry Participation Code 2010 (Code), industry and market monitoring, informing and educating, contracting for market and system operation services, investigating and enforcing compliance, and protecting the interests of small electricity consumers. The Authority's main statutory objective is to promote competition in, reliable supply by, and the efficient operation of, the electricity industry for the long-term benefit of consumers. Its additional objective is to protect the interests of domestic consumers and small business consumers in relation to the supply of electricity to those consumers.

## **Purpose**

3. Both Parties recognise that their statutory roles give rise to areas of common interest with regard to the electricity industry and promoting the long-term benefit of consumers.
4. The purpose of this MOU is to articulate the principles and processes by which EECA and the Authority intend to work together, including how they intend to coordinate activities, share information, clarify roles, and engage with

stakeholders in matters of overlapping interest. Schedules that accompany this MOU set out the protocols relating to specific activities.

### **Term**

5. This MOU will commence on the date it is signed by both Parties and remains effective unless terminated. Either Party may terminate this MOU by giving three months' written notice to the other Party.
6. In the event of termination, any obligations regarding shared information, confidentiality, usage, retention and other obligations specified in this MOU or its Schedules shall continue to apply to the extent specified.
7. This MOU may be amended at any time during its term. Any modification or termination of this MOU shall first be discussed by the Senior Representatives and then agreed in writing between the Parties.

### **How we will work together**

8. EECA and the Authority will work closely together in the spirit of this MOU to ensure their respective roles are well-coordinated, and to minimise any potential overlap or uncertainty in common areas of work.
9. The Parties agree that the following overarching principles will guide their interactions with each other in relation to activities, policies, information sharing, plans and/or work programmes under this MOU:
  - a. Work together to coordinate activities so as to avoid potential overlaps or unnecessary duplication of effort.
  - b. Keep each other informed in a timely manner of any matter that may affect the other Party's roles, responsibilities, powers or functions.
  - c. Clearly communicate their respective roles and responsibilities to stakeholders and endeavour to minimise confusion in that regard.
  - d. Share information, knowledge and skills to increase the overall capability of both Parties, where appropriate.
  - e. Adopt a "no surprises" approach: advise each other early of any identified issues that might affect the other Party.
  - f. Seek to engage and coordinate where relevant with consumers (including Māori and under-represented groups) in areas of common interest.
10. This MOU shall be made publicly available on both EECA's and the Authority's websites.

## **Roles and responsibilities in areas of common interest**

11. Recognising the evolving energy system, the Parties acknowledge they have shared strategic initiatives to enhance energy security and affordability for New Zealanders and a number of areas where their work intersects or complements each other. The following examples are illustrative (at the time of signing the MOU) and are not exhaustive.
12. Examples of areas of common interest include:
  - a. Energy efficiency, demand flexibility and load control mechanisms (where EECA's mandate emphasises efficiency and conservation, and the Authority regulates the efficient operation of and reliable supply by the electricity industry).
  - b. Integration of renewable generation, distributed generation and storage in the electricity system (where EECA promotes and incentivises such technologies, and the Authority ensures market rules and frameworks are fit for purpose to enable the effective operation of these technologies to support security of supply and improve electricity affordability).
  - c. Consumer engagement, awareness and empowerment (EECA's programmes and the Authority's programmes both focus on consumer outcomes).
  - d. Data, information and analysis regarding the electricity system, including emerging technologies and market developments.

## **Information-sharing protocols**

13. The Parties acknowledge the importance of sharing information where appropriate, consistent with section 47A of the EI Act and section 38 of the Energy Efficiency and Conservation Act, and to the extent permitted by other laws.
14. Requests for information from one Party to the other should be made in writing to the Relationship Manager. Oral requests should be followed up in writing as soon as practicable, or as agreed at the time of the request.
15. A request for information will specify as a minimum:
  - a. the information requested (type of documents/information sought);
  - b. the purpose for which the information is sought;
  - c. the timeframe in which the information is needed, and reasons for any urgency requested;
  - d. any risks identified as part of any risk assessment, and any risk mitigation measures to be adopted; and

- e. any other relevant matters.
- 16. Subject to paragraph 19, the Parties agree to respond to requests for information as soon as practicable, and within the timeframe requested if possible or as otherwise agreed.
- 17. Where a Party holds the information requested but declines to provide it, it will inform the requesting Party of the reason for declining, to the extent it is able to do so.
- 18. Before requesting information, a Party should consider whether the information is already publicly available and can be obtained without a formal request.
- 19. The obligations regarding the use, storage and retention of any information shared between the Parties are specified in Schedule 1 to this MOU (or any subsequent schedule inserted).

### **Confidentiality and privacy**

- 20. The Parties may share confidential information where permissible by law and in accordance with the providing party's policies.
- 21. Each Party shall:
  - a. treat as confidential all information of a commercially sensitive or security sensitive nature (together, Confidential Information) which it receives from the other Party in connection with this MOU;
  - b. not disclose, and shall ensure 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; and
  - c. only disclose Confidential Information within its organisation on a "need-to-know" basis.
- 22. Notwithstanding paragraph 23, either Party may also require the other party to enter into a confidentiality agreement to maintain and protect the confidentiality of such information. In the event of any conflict between paragraph 23 and an executed confidentiality agreement between the Parties, the terms of the confidentiality agreement will prevail.
- 23. The Parties acknowledge that if any information to be provided under this MOU is personal information (as that term is defined in the Privacy Act 2020) then the Privacy Act 2020 (and any other applicable privacy laws and regulations) (Privacy Requirements) will apply in respect of such personal information. If any personal

information is to be shared under this MOU, the parties agree that they will comply with such Privacy Requirements.

#### **Consultation on media releases/statements**

24. Where both Parties have a shared interest in a matter, the Parties agree:
- where and to the extent appropriate and practicable, to consult with the other Party before making the information or comment public; and
  - to raise any operational or policy concerns relating to the matter through appropriate internal channels in the first instance.

#### **Representatives and review**

25. Each Party will appoint:

|                               | <b>EECA</b>                         | <b>Electricity Authority</b>         |
|-------------------------------|-------------------------------------|--------------------------------------|
| <b>Senior Representative:</b> | Chief Executive                     | Chief Executive                      |
| <b>Relationship Manager:</b>  | Group Manager, Policy & Regulations | General Manager, Retail and Consumer |

26. The Relationship Managers (and/or their delegates) will:
- be the first point of contact between the Parties for implementation of this MOU;
  - meet as necessary to review progress of activities undertaken pursuant to this MOU and to discuss any other matters relevant to the relationship;
  - develop or amend protocols relating to specific procedures and activities, as required; and
  - notify the other Party of any changes to their representatives under this MOU.
27. The Senior Representatives will meet at least every three years (or at such other interval as agreed by both Parties) to review the MOU and any associated schedules and consider whether amendments are required.

#### **Issue resolution**

28. Any issues, disputes or differences between the Parties about interpretation or performance of this MOU will be resolved at the earliest opportunity between the Relationship Managers.
29. If the matter remains unresolved or requires further adjudication, the matter will be referred to the Senior Representatives.

30. Each Party will raise any operational or policy concerns through appropriate internal channels at the other Party.

### **Costs**

31. Unless the Parties mutually determine otherwise, the cost of meeting the commitments of this MOU shall be met by the Party incurring the cost.

### **Legal**

32. Nothing in this MOU shall:

- a. make either Party liable for the actions of the other;
- b. constitute any legal relationship between the Parties;
- c. limit or affect the independence of either Party; or
- d. affect the terms or interpretation of any other agreements (if any) between the Parties.

33. The provisions in this MOU are to be read subject to any Chief Executive, Public Service Commission or Cabinet directives, and any enactment, regulations, rules or applicable case-law. For the avoidance of doubt, nothing in this MOU should be interpreted or applied inconsistently with either Party's statutory functions, powers or obligations.

34. Where there are changes to legislation, regulations or Government policy which affect the purpose or functions of this MOU, each Party agrees to inform the other at the earliest possible time and to meet to renegotiate any aspects of the MOU if necessary.

### **Signatures**

---

Signed for and on behalf of **the Energy Efficiency & Conservation Authority** by

Authorised Signatory

Dr Marcos Pelenur

Chief Executive

Date: 3/9/26



---

Signed for and on behalf of **the Electricity Authority** by

Authorised Signatory

Sarah Gillies  
Chief Executive

Date: 3 September 2026.

## **Schedule 1 – Use, storage and retention of shared information**

1. Any information shared between the Parties will:
  - a. be used and kept by the receiving Party for legitimate purposes and in accordance with the law and that Party's policies, processes and systems;
  - b. be held in accordance with any stated sensitivity, terms or restrictions requested in writing by the Party at the time the information is shared; and
  - c. be stored with appropriate security measures, whether the information is electronic, hard copy or otherwise.
2. Each Party will upon request by the other Party provide the first Party with the other Party's internal guidelines and policies relating to the use, storage and retention of information, together with any other information required to verify that the other Party is meeting its obligation in paragraph 1 above.
3. Subject to the provisions of the Public Records Act 2005 and the Privacy Act 2020, each party will ensure that the information supplied by the other party is securely deleted as soon as it is no longer required for the specified purpose(s) or otherwise as agreed.
4. In addition to the obligations in respect of Confidential Information contained in the MOU, the Parties agree that any shared information may be disclosed by the receiving Party to a third party only where:
  - a. the receiving Party has first obtained the providing Party's consent; or
  - b. required or permitted by law — and in that case, to the extent possible, before making any disclosure, the receiving Party will consult with the providing Party to allow it to raise concerns about the potential disclosure.
5. The Parties acknowledge that:
  - a. If any criminal proceedings are initiated, the Criminal Disclosure Act 2008 will apply in relation to all relevant information held by the prosecuting Party; and
  - b. If any civil proceedings are initiated, the High Court Rules 2016 will apply in relation to all relevant information held by either Party.