

# Memorandum of Understanding

This **Memorandum of Understanding (MOU)** is entered into on 28 August 2025

**between** (1) **the Gas Industry Company Ltd (GIC)**

**and** (2) **the Electricity Authority (the Authority)**

(the **Parties**)

## 1. Background

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- 1.1 The Authority is an independent Crown entity established under section 12 of the Electricity Industry Act 2010 (the **EI Act**) and is the regulator of 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 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. The additional objective applies only to the Authority's activities in relation to the dealings of industry participants with domestic consumers and small business consumers.
- 1.2 GIC is the industry-owned entity incorporated under the Companies Act 1993 and approved pursuant to section 43ZL of the Gas Act 1992 (the Gas Act) to fulfil the role of the industry body under the Gas Act. GIC works alongside industry and government to co-regulate New Zealand's gas. It oversees gas governance, facilitates gas markets, and provides trusted advice through the energy transition. GIC's principal objective in recommending gas governance arrangements is to ensure that gas is delivered to existing and new customers (consumers) in a safe, efficient, fair, reliable and environmentally sustainable manner.

## 2. Objectives

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- 2.1 The Authority and GIC recognise that they share certain common interests in relation to their respective functions with regard to the electricity and gas industries and promoting the long-term benefit of consumers. This MOU explains how the Authority and GIC intend to coordinate their respective roles and sets out the framework for cooperation and information sharing.

## 3. Term

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- 3.1 This MOU will take effect when signed by the Authority and GIC and remains effective unless terminated by either Party by giving three months' notice in writing to the other Party.
- 3.2 In the event of termination of this MOU for any reason, any information obtained under this MOU, or any separate Information Sharing Agreement (**ISA**) will continue to be treated in accordance with this MOU and the obligations in the relevant ISA, as applicable, which survive the termination of this MOU.
- 3.3 This MOU may be amended at any time during its term. Any modification or termination of this MOU shall first be discussed by the Relationship Managers and then agreed in writing between the Parties.

## 4. How we will work together

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- 4.1 The Parties agree that the following overarching principles will guide their interactions with each other (including between Board members, staff and officers) in relation to the activities, policies, information sharing, plans and/or work programmes under this MOU:
- (a) work together in good faith through genuine and meaningful interactions based on mutual trust and respect;
  - (b) work together to coordinate activities to avoid potential overlaps or duplication of effort between the Parties, and to maximise efficiency and effectiveness;
  - (c) keep each other informed in a timely manner on any matter that may affect the other Party's roles and/or responsibilities, powers and/or functions;
  - (d) work together to clearly communicate our respective roles and responsibilities to stakeholders and minimise the potential for confusion in that regard;
  - (e) work together to look for practical ways to make it simpler for stakeholders to engage with each Party and their work;
  - (f) work together to effectively plan and engage with consumers, including Māori, in areas of common interest;
  - (g) act with integrity and deliver on commitments;
  - (h) work together to proactively manage and develop the relationship;
  - (i) share information, knowledge and skills to increase the overall capability of both Parties;
  - (j) consult with each other before providing comment about this MOU to any third party, including media;
  - (k) adopt a no surprises approach, by advising each other early of any identified issues that might affect the other Party; and
  - (l) seek to minimise any scope for uncertainties regarding jurisdictional issues.
- 4.2 Staff (and/or Board members) from both Parties will meet as required to give effect to the requirements of this MOU.
- 4.3 Each Party will nominate a relationship manager to be the main point of contact between the Parties for communication relating to this MOU (**Relationship Manager**):
- (a) the Relationship Manager for the Authority is the General Manager, Legal Monitoring and Compliance; and
  - (b) the Relationship Manager for GIC is the General Manager Corporate Services.
- 4.4 Each Party will nominate a technical contact in respect of each ISA entered into under this MOU to communicate with the other Party regarding any technical matters, including the transfer and storage of the Disclosed Information (**Technical Contact**).
- 4.5 This MOU will be made available on both the Authority's and GIC's websites.

- 4.6 Each Party will be responsible for their own costs associated with this MOU and any resulting information sharing agreement or amendment.
- 4.7 For clarity, nothing in this MOU is intended to limit or affect the independence of each Party or each Party's ability to fulfil its legal functions and obligations.

## 5. Information Sharing Protocols

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- 5.1 The Parties acknowledge the importance of sharing information, where appropriate and authorised by the EI Act or other legislation, to achieve the Objectives.
- 5.2 Requests for information from one Party should be made in writing to the other Party's Relationship Manager. Oral requests must be followed up by a written request as soon as practicable, or as agreed at the time of the request.
- 5.3 Requests for information will specify:
- (a) the information requested (identifying the type of documents or information sought);
  - (b) the purpose for which the information is sought;
  - (c) the timeframe in which the information is needed, and the reasons for any urgency requested;
  - (d) that the information is not already in the public domain or able to be obtained except under this MOU;
  - (e) any risks identified as part of any risk assessment, and any risk mitigation measures to be adopted; and
  - (f) any other relevant matters.
- 5.4 Subject to clause 5.6, the Parties agree to respond to requests for information as soon as is practicable, and within the timeframe requested if possible, or as otherwise agreed. In the case of an urgent request, the parties will consult to ensure a response to the request is expedited if possible.
- 5.5 The Parties acknowledge that they each have, and will continue to have, an appropriate process for managing any potential, perceived or actual conflicts of interest (including in relation to Board members, staff and officers), and that any new conflicts will be appropriately managed by the Parties. For the avoidance of doubt, the Authority may determine which of GIC's Board members may or may not have access to information shared pursuant to this MOU and any applicable ISA.
- 5.6 Where a Party holds the information requested but declines to provide it to the other Party, that Party will (to the extent it is able to do so) inform the other Party of the reason for declining the request.

## 6. Confidentiality and privacy

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- 6.1 The Parties may share confidential information where permissible by law and in accordance with the providing party's policies (**Confidential Information**). Each Party shall:
- (a) only use the Confidential Information for purposes connected with the performance of its functions or the exercise of its powers;

- (b) take all reasonable measures to maintain the confidentiality of the Confidential Information, to store the information securely and to protect the information from any unauthorised use or disclosure;
  - (c) share the Confidential Information with its employees, officers or advisers on a need-to-know basis only;
  - (d) not share the Confidential Information with any other person, authority or agency unless authorised in writing by the other party to do so;
  - (e) ensure that any person, authority or agency with whom the other Party shares the Confidential Information in accordance with paragraph (c) or (d) above maintains the confidentiality of the information and protects the information from unauthorised use or disclosure;
  - (f) only enter into a contract with a third party to carry out work that may involve access to, or use of the Confidential Information with the prior written consent of the other Party, and only after entering into a contract with that third party which makes that third party subject to all obligations in respect of the information set out in this MOU and any relevant separate information sharing agreement.
- 6.2 Notwithstanding clause 6, either Party may disclose or use any of the Confidential Information as permitted or required by law, or if otherwise required to fulfil that party's statutory functions.
- 6.3 Notwithstanding clause 6.1, either Party may also require the other party to enter into an ISA, where appropriate, to maintain and protect the confidentiality of such information. A template ISA is attached at Schedule 1 of this MOU. In the event of any conflict between clause 6.1 and an executed ISA between the Parties, the terms of the ISA will prevail.
- 6.4 The Parties acknowledge that the information may include personal information, being any information about an identifiable, living, natural person, and commit to complying with their obligations under the Privacy Act 2020, including by complying with a relevant ISA.
- 6.5 Each Party understands that if personal information is gathered, held, used or disclosed by them in breach of the Privacy Act, a privacy breach has likely occurred. The Parties will assist each other to rectify possible privacy breaches having regard to the requirements of the Privacy Act.
- 6.6 In the event of a suspected privacy breach, the Party responsible for the suspected privacy breach will:
- (a) notify the other of the suspected privacy breach as soon as reasonably practicable, or within 48 hours;
  - (b) investigate the cause and consequences of the suspected privacy breach;
  - (c) assess the harm that has resulted from the privacy breach or the likelihood of serious harm occurring;
  - (d) identify whether the privacy breach is a notifiable privacy breach;
  - (e) consult with the other Party on its classification of the privacy breach as notifiable or not, and provide the other Party opportunity to provide feedback on that decision;
  - (f) notify the individual whose privacy has been breached and the Office of the Privacy Commissioner in accordance with the requirements of the Privacy Act;

- (g) provide the other Party with a summary of the findings of its investigation; and
- (h) inform the other Party of what steps it has or will take to remedy any issues that contributed to the privacy breach occurring, and how it will prevent further privacy breaches.

## **7. Security of information**

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- 7.1 Any information shared between the Parties under this MOU will:
- (a) only be used by the receiving party for legitimate purposes and in line with the law and that Party's policies, processes and systems;
  - (b) be held in accordance with any stated sensitivity, security classification, terms or restrictions requested in writing by the Party at the time that the information is shared; and
  - (c) be stored with appropriate security measures, whether the information is in electronic form, hard copy or otherwise; and
- 7.2 Each Party will upon request by the other Party provide the requesting Party with the 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 clause 7.1 above.
- 7.3 All information shared under this MOU will be protected from unauthorised access, use and disclosure, including while in transit, and whether inside or outside the Parties' business systems environment.
- 7.4 Access to information will only be granted to staff members, the Party's officers or advisors in accordance with the relevant Party's internal guidelines and policies, and will be removed once access to that information is no longer required as part of that person's role.

## **8. Retention and disposal**

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- 8.1 Subject to the provisions of the Public Records Act 2005 and the Privacy Act 2020, each Party:
- (a) 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 in an ISA; and
  - (b) will ensure that any information supplied by the other Party for the purposes of comparison is securely deleted as soon as the comparison process has been completed and subject to data quality checking.
- 8.2 Both Parties agree to confirm in writing with the other Party when information has been deleted in accordance with this clause.

## **9. Transparency**

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- 9.1 The Party disclosing the information agrees, that where necessary and/or where practicable, it will notify the people whose information is being shared under this MOU or an ISA:

- (a) that information about them is being shared or might be shared with the receiving Party and any other recipients of the information;
- (b) what information about them is being shared or might be shared;
- (c) for what purpose that information is being shared;
- (d) which law requires or allows the information to be shared; and
- (e) whether the sharing could lead to adverse consequences for the person, and if so what the receiving Party or Parties will do to ensure that the information is correct before it is used, and how the person will have an opportunity to comment.

9.2 The notice given under clause 9 **Error! Reference source not found.** will be provided through the receiving Party or Parties' privacy and/or transparency statement on its public website and/or through communications with the people whose information is being shared.

## 10. Assurance

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10.1 The Party receiving the information will, upon request by the other Party, provide a report annually in respect of the information shared under this MOU or each ISA entered into between the Parties. This report must include:

- (a) how the shared information has been used in the preceding year;
- (b) whether the information has been disclosed to third parties and on what grounds;
- (c) whether any privacy breaches or near misses relating to the information have occurred in the preceding year; and
- (d) any limitations the receiving party has identified with its systems or security, related to the storage of the information, and the actions taken in response.

10.2 If the disclosing Party is concerned regarding the receiving Party's storage, use or disclosure of the information, they may request any documents or access to staff and systems to verify the receiving Party's compliance with its obligations under this MOU or the relevant ISA.

10.3 If, following inquiries made under clause 10.10.2, the disclosing Party is not satisfied that the receiving Party's storage, use or disclosure of the information complies with this MOU and/or the relevant ISA, the disclosing Party may request that the receiving Party remedies the issue.

10.4 If the issue is not resolved to the disclosing Party's satisfaction within 20 working days, or such other timeframe as agreed between the Parties, the disclosing Party may suspend the relevant ISA until the issue have been resolved, or terminate the relevant ISA or this MOU with immediate effect.

10.5 In the event of a termination under clause 10.10.4, the disclosing Party may require the receiving Party to delete some or all of the information and provide confirmation that it has done so.

## 11. Dispute resolution

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11.1 The Parties will endeavour to work cooperatively and be flexible in developing solutions to any disputes that may arise in relation to this MOU.

- 11.2 Each Party will raise any operational or policy concerns directly with the other Party through the Relationship Manager and will not raise the matter through any third party, including media.
- 11.3 If there is any dispute between the Parties in relation to this MOU or any ISA under this MOU, 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.
- 11.4 If a dispute cannot be resolved by the Relationship Managers, or their nominees, 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.

The Parties agree to the terms set out in this MOU, by signing below.

## Signatures



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**Sarah Gillies**

**Chief Executive**

**Electricity Authority**



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**Andrew Knight**

**Chief Executive**

**Gas Industry Company Ltd**

## Schedule 1: Template Information Sharing Agreement ([insert description of information being shared])

This Information Sharing Agreement is dated

2025

### 1. Introduction

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[insert details of parties]

### 2. Sharing of specific information

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- 2.1 Under this Information Sharing Agreement ([insert description of information being shared]) (ISA), the Parties will share information with each other for the purposes described in clause 3 of this ISA, to further the Objectives described in clause 2.1 of the Memorandum of Understanding between the Parties (MOU).
- 2.2 The purpose of this ISA is to record the binding terms on which [the Authority/GIC] has agreed to share specific information with [the Authority/GIC] and the terms on which [the Authority/GIC] has agreed to receive, and keep confidential, such information.
- 2.3 For the purposes of this ISA, the information to be disclosed by [the Authority/GIC] to [the Authority/GIC] and to which this ISA relates, is:
- (a) [insert description of information]; and
  - (b) [insert description of information],
- (Disclosed Information).
- 2.4 This ISA will remain in force until [insert date] (End Date), or the ISA is terminated in accordance with clause 11.3.
- 2.5 For clarity, nothing in this agreement is intended to limit or affect the independence of each Party or each Party's ability to fulfil its legal functions and obligations.

### 3. Purpose of sharing

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- 3.1 The purpose[s] of sharing the Disclosed Information under this ISA is[are]:
- (a) [insert purpose]
  - (b) [insert purpose]
- (Purpose)



- 3.2 The Parties agree that as consideration under this ISA, they both receive the benefit of furthering their shared objectives outlined in clause 2 of the MOU, in addition to the Receiving Party or Parties receiving the benefit of the Disclosed Information and the Disclosing Party or Parties receiving the benefit of the Receiving Party or Parties agreeing to be bound by the obligations in this ISA.

## 4. Authority for sharing

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- 4.1 **[delete if not applicable]** The Parties agree that the sharing of the Disclosed Information for the Purpose(s) specified in clause 3.1 of this ISA is authorised by the Electricity Industry Act 2010
- 4.2 **[delete if not applicable]** In accordance with section 47A of the EI Act, the Authority holds information and documents in relation to the performance or exercise of its functions, powers and duties under the EI Act. The Authority considers that certain information it holds may also assist GIC in the performance or exercise of its functions, powers or duties under legislation or other law, and that the provision of such information to GIC will not substantially affect the performance of the Authority's own functions.
- 4.3 **[Insert description of information held by the GIC, if relevant. This description should be similar to the description of the information held by the Authority and any particular duties it has around sharing it].**
- 4.4 **[Explain any other relevant legislative provisions authorising disclosure by the GIC. The legislative test for when information may be disclosed should be explained in the same way as for s 47A of the EI Act, above.]**
- 4.5 **[Delete if information is being disclosed to GIC only]** If the Disclosed Information includes personal information, the Parties agree that the indirect collection of the information by the Authority is permitted under the exception in Information Privacy Principle 2 **[insert the relevant IPP 2 exception that applies for each of the Purposes described under "Purpose of sharing"].**
- 4.6 **[Delete if information is being disclosed to the Authority only]** If the Disclosed Information includes personal information, the Parties agree that the indirect collection of the information by **[insert]** is permitted under the exception in Information Privacy Principle 2 **[insert the relevant IPP 2 exception that applies for each of the Purposes described under "Purpose of sharing"].**
- 4.7 The Parties will also comply with the other relevant provisions of the Privacy Act and any relevant Code of Practice made under the Privacy Act.
- 4.8 This ISA is not an Approved Information Sharing Agreement under Part 7 Subpart 1 of the Privacy Act and does not modify the Information Privacy Principles in that Act.

## 5. Use of and access to the Disclosed Information

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- 5.1 The Parties agree that the Disclosed Information will only be used by the Receiving Party or Parties for the purpose(s) set out in clause 3.1 of this ISA.
- 5.2 **[insert more detail about the use of the Information by the Receiving Party(ies) for each purpose, for example, any limitation on how it may be used to achieve the purpose, unless it is clear from the purpose itself].**
- 5.3 Only relevant staff (including contractors) authorised to undertake the data handling and analysis work required for the purpose(s) set out above, and officers and advisors on a need-to-know basis, will have access to the Disclosed Information.

- 5.4 **[insert any other applicable controls that will ensure access to, use and disclosure of the Disclosed Information is appropriate, such as individual staff members signing confidentiality or non-disclosure agreements required by the Disclosing Party].**

## 6. Permitted disclosures

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- 6.1 Except for the reasons in clause 6.2, no personal or confidential information will be disclosed to any third party, including to employees or contractors of each Party other than those described in clause 5.
- 6.2 The Parties agree that the Disclosed Information may be disclosed by **[either or both of the Authority/GIC]** to third parties if:
- (a) **[insert any instances or expected and permitted further disclosure]**
  - (b) the disclosure is required or permitted by law.
- 6.3 **[Delete clauses 66.3 and 66.4 if not relevant]** The Disclosed Information **[or describe which information if only some of the Disclosed Information was compulsorily acquired]** was compulsorily acquired by the Authority using its statutory powers under section 46 of the EI Act.
- 6.4 **[Delete if not relevant]** GIC therefore must not use any self-incriminating statement or document contained in the Disclosed Information as evidence in any criminal or civil proceedings against an industry participant or specified person who provided the information, or an officer or employee of the industry participant or specified person; and to the extent that it is within the power of GIC, it will take all reasonable measures to ensure that any self-incriminating statement or document contained in the Disclosed Information is not used by any other person, authority, or agency as evidence in proceedings of this nature.
- 6.5 The Parties agree that responding to an access request made by an individual pursuant to Information Privacy Principle 6 of the Privacy Act is not a disclosure for the purposes of this clause.

## 7. Conflicts

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- 7.1 The Parties confirm that any potential, perceived or actual conflicts of interest have been disclosed, that any such conflicts are being managed through a conflict management plan agreed between the Parties.
- 7.2 The Parties will take all appropriate steps to ensure that neither they or their staff, or Board members, officers and advisors are placed in a position where, in the reasonable opinion of the other Party, there is or may be an actual or potential conflict between that Party's obligations under this ISA and any of the Party's, (or their staff's, Board members', officers' or advisors) other interests and obligations.
- 7.3 The Parties confirm that each Party has a process for the ongoing disclosure of any new conflicts of interest which may arise in future, and that any new conflicts will be appropriately managed by the Parties.

## 8. Security of information

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- 8.1 Information supplied under this ISA has a security classification of **[insert classification]**.

- 8.2 The Receiving Party will ensure that all relevant staff, officers and advisors (as the case may be) with access to the Disclosed Information:
- (a) have received sufficient training on privacy and confidentiality which reflects the nature of the Disclosed Information;
  - (b) understand the permitted uses and limitations on disclosure of the Disclosed Information; and
  - (c) will comply with the Privacy Act and any other applicable legislation relevant to each Party, and the mandatory requirements for the handling of information classified as **[insert classification]** under the New Zealand Government Security Classification Systems, Protective Security Requirements (PSR).

## 9. Method and frequency of sharing

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- 9.1 The Disclosed Information will be supplied by **[insert agreed secure file transfer mechanism]**.
- 9.2 The Parties agree that the Disclosed Information will be supplied **[insert frequency/ date(s)/ time(s) of the supply]**.
- 9.3 In the event that **[insert agreed file transfer mechanism]** is not available at the time the information is to be supplied, the Parties will agree on an alternative transmission method that protects the information against privacy breach, unauthorised use, modification, destruction, access and/or disclosure.
- 9.4 The Disclosing Party's Technical Contact will notify the Receiving Party's Technical Contact that the Disclosed Information has been **[insert receiving mechanism e.g., uploaded to the SFTP folder]**.

## 10. Retention period

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- 10.1 Subject to the provisions of the Public Records Act 2005 and the Privacy Act 2020, the Parties agree that the Disclosed Information may be retained by the Receiving Party until the End Date **[or specify the date after which information must be deleted]** (Retention Period).
- 10.2 Following the expiry of the Retention Period, the Disclosed Information must be deleted by the Receiving Party.

## 11. Review, variation and termination of ISA

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- 11.1 This ISA will be reviewed on a 3 yearly basis, if not terminated prior, to ensure the scope of the information sharing is still appropriate **[amend as appropriate for each ISA]**.
- 11.2 The Parties may agree to vary this ISA at any time by recording the variation in writing.
- 11.3 This ISA continues in effect until the earlier of:
- (a) the End Date specified in clause 2.4;
  - (b) the Termination Date notified by the terminating Party to the other Party by giving not less than **[insert notice period]** notice in writing; or

- (c) the Termination Date notified by the **[Authority/GIC]** to **[Authority/GIC]** under clause 10.4 of the MOU.

11.4 The obligations in clauses 6, 6, 10, 10 and 10 survive termination of this ISA.

The Parties agree to the terms set out in this ISA, by signing below.

## Signatures

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***[Insert name]***

***[Insert position]***

**Electricity Authority**

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***[Insert name]***

***[Insert position]***

**Gas Industry Company Ltd**