

Memorandum of Understanding (MoU)

between

WOOD PROCESSORS AND MANUFACTURERS ASSOCIATION
(WPMA) OF NEW ZEALAND INCORPORATED and the
ENERGY EFFICIENCY AND CONSERVATION AUTHORITY
(EECA)

In respect of the working relationship between the
EECA and the WPMA

1 Parties

- 1.1 ENERGY EFFICIENCY AND CONSERVATION AUTHORITY (NZBN 9429041901953), a Crown entity constituted under the Energy Efficiency and Conservation Act 2000 ("EECA");
- 1.2 WOOD PROCESSORS AND MANUFACTURERS ASSOCIATION (WPMA) OF NEW ZEALAND INCORPORATED (NZBN 9429043050727) an Incorporated Society located at Suite 230, 32 Salamanca Road, Kelburn, Wellington ("Industry Partner").

2. Background

- 2.1 EECA's Sector Decarbonisation Programme (Sector Programme) went live in June 2021. The aim of the programme is to identify energy related decarbonisation pathways to accelerate emissions reduction at a sector level.
- 2.2 EECA partners with industry bodies and associations to ensure the Sector Programme creates material directly for the need of that sector and guarantees the highest impact to accelerating decarbonisation.
- 2.3 As part of the Sector Programme, EECA wishes to partner with the Wood processing and manufacturing sector, and therefore the Wood Processors and Manufacturers Association (WPMA) of New Zealand Incorporated to support the decarbonisation of the industry.

3. Intent

- 3.1 The intent of this MoU is to provide a framework under which the parties can work together sustainably at both a strategic and operational level. The MoU will benefit each party's role in accelerating decarbonisation.

4. Principles of engagement

- 4.1 The principles of engagement that underpin the expected behaviours and processes between the parties are described below. Both parties agree that:
 - 4.1.1 we will achieve early and meaningful engagement by having a strong understanding of each other's respective interests;
 - 4.1.2 we will seek to resolve issues early and secure better outcomes by developing and enhancing a more collaborative relationship and a shared focus on problem solving;

- 4.1.3 where we cannot resolve an issue by agreement, we will agree what the unresolved issues are and work through any determination or resolution process in a non-adversarial and relationship-preserving way;
- 4.1.4 we will consistently behave with honesty, integrity and courtesy to create an environment of openness, trust and respect for each other's statutory functions and priorities by communicating timeframes early, committing resources to ensure agreed timeframes are met and jointly celebrating success for projects that achieved good outcomes for both parties and New Zealand;
- 4.1.5 we will communicate openly with direction and focus so that we avoid surprises and get to the heart of issues;
- 4.1.6 we will consider, investigate, report and resolve issues as they arise in a manner that reflects integrity and professionalism and recognising the mandate and statutory accountabilities of each party and monitor the health of the relationship; and
- 4.1.7 we will identify the key staff who will be empowered to make this MoU work and ensure the right people are in the room for all discussions. This is detailed further in paragraph 11.1.

5. Schedules to the Memorandum of Understanding

- 5.1 The parties agree that from time to time they will develop protocols relating to specific procedures and activities involving the parties. These will be attached to this Memorandum of Understanding as schedules. New agreements and protocols may supersede existing ones provided that they are approved in writing by the representatives in paragraph 11.1 below. All current agreements or protocols will be attached as schedules.
- 5.2 New schedules may be developed and added with written approval from the representatives in paragraph 11.1 below.
- 5.3 Reviews, modifications or terminations of existing schedules may be undertaken by the mutual agreement of the signatories to the schedule. All changes must be in writing and signed by the representatives in paragraph 11.1 below so that the master document can be amended.
- 5.4 Schedules will be reviewed as agreed between the parties.

6. Publicity and Communication

- 6.1 The parties will adopt a ‘no surprises’ approach where possible to publicity and communications that may be of interest to and/or impact on the other party.
- 6.2 The parties acknowledge the importance of keeping each other informed and in particular, the importance of, whenever reasonably possible, informing each other and taking into account any feedback received from the other party, before making any statements to ministers, the public or the media that may affect the other party. Where not possible to engage prior to making statements, the other party shall be informed as soon as practicable.
- 6.3 The parties acknowledge that they may at times be in receipt of information from or relating to each other that may need to remain confidential. Where information is identified as confidential it will not be disclosed to a third party without first obtaining the consent of the party who provided the information, except if the information is required to be disclosed under the Official Information Act 1982 or the Privacy Act 1993. In the event such information must be disclosed, the other party shall be informed as soon as practicable.
- 6.4 The parties will identify opportunities to collaborate where appropriate, to foster, promulgate and document ‘best practice’ and information generally. For example, developing, publishing, promoting and presenting best practice guidelines, case studies, workshops and conferences.

7. Term

- 7.1 This Agreement shall commence on the date it is signed by both parties and, unless earlier terminated in accordance with its terms, will continue until either party indicates its intention to terminate the Agreement. The Agreement can be amended or terminated by agreement in writing by the parties.
- 7.2 Either party may terminate:
- 7.2.1 this Agreement or a Schedule immediately by giving notice to the other party if the other party commits a material breach of this Agreement and, if such breach is capable of remedy, fails to remedy that breach within 10 Business Days after receipt of notice by that party requiring the breach to be remedied; or
- 7.2.2 this Agreement and/or a Schedule (in whole or in part) without cause by giving not less than 20 Business Days' notice to the other party.

8. Amendment

8.1 Either party may, at any time, request that this MoU be amended. Any agreed amendments must be in writing.

9. Costs

9.1 Unless otherwise agreed, each party will be responsible for its own costs associated with executing and implementing this MOU.

10. Limitations

10.1 The parties recognise that legislation, statutory policies, procedures and other constraints may constrain their capacity to enter into a joint contract and agree to explore other options (if necessary) so as to give effect to their objectives.

11. Implementation

11.1 Each party has a relationship lead whose responsibility is to meet biannually to discuss the overall relationship between the two parties at a strategic level. The representatives are to be at the manager level and currently are:

WOOD PROCESSORS AND MANUFACTURERS ASSOCIATION (WPMA) OF NEW ZEALAND INCORPORATED:

Mark Ross

Chief Executive Officer

mark@wpma.org.nz

EECA:

Insa Errey

Sector Decarbonisation Programme Manager

Insa.errey@eeca.govt.nz

11.2 The schedules attached this MoU will name appropriate representatives for the procedures and activities covered by the schedules.

12. Resolution of Disputes

12.1 Where a dispute arises between the parties that is not able to be resolved at an operational level and no specific dispute resolution process for a dispute of that nature has been agreed in this or any other agreement between the parties, then:

12.1.1 The dispute should be elevated to the MoU relationship leads named in paragraph 11.1.

12.1.2 If the MoU relationship lead is unable to resolve the dispute within a reasonable period as agreed by the parties, then the dispute will be elevated to respective senior managers.

12.1.3 If the parties' senior managers are unable to resolve the dispute, the parties may consider referring the dispute to an independent mediator to resolve.


12.2 This clause does not apply where the parties are engaged in statutory processes which provide processes to resolve disputes.

13. Delegations

13.1 Any decisions that are required to be made as a result of the implementation of this MoU will be made in accordance with the relevant delegations within each organisation.

14. Signing

SIGNED for and on behalf of)
ENERGY EFFICIENCY AND)
CONSERVATION AUTHORITY by)


Glenn Wellington (Apr 10, 2024 16:29 GMT+12)

Signature

Glenn Wellington)

Manager Products & Partnerships

Print Name)

Position

Apr 10, 2024)

Date

SIGNED for and on behalf of)
WOOD PROCESSORS AND)
MANUFACTURERS ASSOCIATION (WPMA))
OF NEW ZEALAND INCORPORATED by)


Mark Ross (Apr 17, 2024 14:55 GMT+12)

Signature

Mark Ross)

Chief Executive

Print Name)

Position

Apr 17, 2024)

Date

Schedule 1: Communications and Marketing

1. Schedule

This Schedule is governed by and forms part of this Memorandum of Understanding.

2. Communications and Relationship Management

The appointed EECA contacts for contact related to this Schedule are:

General Marketing

Julie Coyne

Julie.coyne@eeca.govt.nz

3. Responsibilities under the Schedule

3.1. Industry Partner will:

- a) Support the development of the sector decarbonisation programme by appropriately sharing the programme details and EECA communications with its members;
- b) Ensure that any marketing initiatives undertaken by the Industry Partner to acquire new businesses into the Sector Programme are directed to the master EECA sign up form; and
- c) Ensure that all press releases in relation to the Sector Programme are to be approved in writing by EECA in advance of release.

3.2. EECA will:

- a) Include joint EECA and association logos on Sector Programme content and communications where appropriate. This may include multiple association logos where applicable;
- b) Provide the New Zealand wood processing and manufacturing industry with a Sector Decarbonisation framework; and
- c) Create and deliver an automated communications and content programme to all participants who have opted in via the EECA sign up form.

3.3. Both Parties will:

- a) Work together to align on a joint marketing and launch plan, including specific acquisition-focused activity.