

MEMORANDUM OF UNDERSTANDING

FOR THE PROVISION OF MUTUAL AID TO MEMBERS IN TIMES OF

EMERGENCY EVENTS

1. Background

The Emergency Response Working Group of the StayLive Group has developed this Memorandum of Understanding (MOU) for StayLive member companies on the basis of emergency management preparedness. The Working Group has identified the value that mutual aid can provide by delivering efficiencies, better response times, and access to relevant personnel and resources in times of emergency events, and have formalised mutual aid by means of this MOU.

The MOU applies to the signatories of the MOU and to those organisations who subsequently confirm that they agree to abide by it (each a "Member"), until that Member gives notice to the other Members that it has elected to withdraw from this MOU.

2. Definitions

Purpose – as described in 3.

StayLive Group – the group of companies represented by electricity generators and Transpower Ltd. with the objective of working together to improve health and safety in the industry.

Members – members of StayLive who are signatories to this MOU.

Event – an emergency experienced by one or more Members as set out in Clause 4.

Requester – the member who requests assistance during an Event.

Responder – the member who responds to a request for assistance during an Event.

StayLive Emergency Response Working Group (Working Group) – the working group set up by StayLive Group with a purpose of ensuring that, during an Event, the industry is ready and willing to work together to keep the power on and maintain public safety.

3. Purpose

The purpose of this MOU is to establish a formal framework for ongoing cooperation with respect to emergency management preparedness and response capacity, whereby Members provide assistance to each other when an Event occurs. Offers of assistance may materially assist with the successful response and recovery of the affected Member or Members by delivering efficiencies, better response times and giving access to relevant personnel and resources in order to support the security and reliability of electricity supply and achieve the best possible outcomes for consumers when an Event occurs. Such arrangements are known to currently function based on goodwill amongst industry participants.

This MOU sets out the broad objectives and processes for Members, and seeks to promote the following activities:

- Identifying situations where mutual aid should be considered;
- Providing a forum, through the StayLive Emergency Response Working Group, for regular exchange of information concerning emergency preparedness and responses;
- Setting out arrangements between organisations for providing mutual aid;
- Identifying communication procedures;
- Identifying the types of resources that may be required; and
- Promoting the development of in-house emergency procedures and plans.

4. Scope

This MOU covers the provision of resources (such as personnel, equipment, and materials) and is intended for adoption by electricity generation entities and Transpower.

An Event occurs where a Member (or Members) suffers an unexpected and sudden failure or disruption that must be dealt with urgently with a significant and coordinated response. Examples of this are a major electricity generation plant failure or significant transmission network failure. These Events may arise from external events (such as earthquakes, volcanic eruptions, extreme weather 'bombs' involving high wind speeds, and flooding).

5. Administration and coordination

The administration of this MOU shall be the responsibility of the StayLive Emergency Response Working Group. Individual Members' priorities and resource allocation upon an Event occurring is the responsibility of the Senior Manager responsible for Operations of that Member company.

The principal responsibility of the StayLive Emergency Response Working Group is to ensure that effective arrangements are in place to facilitate mutual aid. It is expected that the StayLive Emergency Response Working Group will carry out the following functions:

- Communicate as applicable, when a Member(s) suffers an Event to offer coordination assistance to the affected Member(s), and to civil defence emergency management authorities, as appropriate to the scale or nature of the emergency;
- Evaluate the effectiveness of the MOU after each activation and cessation of the relevant Event, and recommend to Members any appropriate amendments following consultation with Members;
- Formally review the MOU every three years to ensure continued suitability and appropriateness in terms of changing management structures and other criteria;
- Ensure the availability of the Electricity Industry Emergency Contact List (EIECL - updated by Transpower) to each Member with contact details of persons or each Member who is able to authorise provision of mutual aid under this MOU;
- Conduct meetings of Members in respect of specific and dedicated input on issues and projects where considered appropriate; and
- Facilitate testing or exercising of aspects of this MOU between Members.

6. Radio voice communication

The StayLive Emergency Response Working Group will:

- Establish an agreed reliable means of communication between Members i.e. FleetLink or equivalent; and
- Establish a communication system usage protocol for the Members as per Schedule 1.

7. Requests for assistance

Requests for assistance under this MOU shall be directed to the appropriate authorised personnel listed in Schedule 2.

8. Principles of assistance

Members will use their reasonable endeavours to assist each other and provide aid in an emergency, although none shall be obliged to do so, nor, having commenced assistance, are obliged to continue giving it beyond defined periods of notice. Members that request and provide assistance shall comply with the provisions of this MOU. All Members agree to act openly, in good faith and on a fair and reasonable basis.

9. Personnel

Where a Member agrees to provide assistance under this MOU the Responder shall only make available such employees or contractors that are willing to participate.

The welfare of any personnel supplied to provide assistance is the responsibility of the Requester, unless they advise their inability to make appropriate welfare arrangements and alternative arrangements are agreed between the Responder and Requester (e.g. civil defence assistance).

10. Equipment

Use of equipment owned by Members or their service providers such as vehicles, tools, and plant shall be subject to the following conditions:

- (a) At the option of the Responder, equipment may be provided with an operator;
- (b) Equipment provided shall be returned to the Responder upon their request;
- (c) Commercial terms will be arranged between the parties.

11. Reimbursement

Unless otherwise agreed between individual Members in accordance with point 10((c)) above, the Requester shall reimburse the Responder on an actual and reasonable costs basis.

12. Market and code compliance

In providing assistance pursuant to this MOU, each Member must adhere to all applicable market rules/codes of conduct/laws. There shall be no intent by one Member to request another Member to provide a service or perform an act that may be construed or intended to be a breach of any rule or law. If a Responder believes such a request has been made the Responder should refuse such a course of action and clearly communicate this to the Requester.

13. Health and safety

The Health and Safety at Work Act 2015 and applicable Industry Safety Rules apply.

14. Confidentially and communications

Any information or data provided or obtained during the course of providing assistance shall be treated as confidential and shall not be used to the commercial advantage by one Member over any other.

The Members are mindful of their obligations under the Commerce Act 1986, including with respect to the exchange of information or data between competitors. Any exchange of information or data must comply with the requirements of the Commerce Act 1986. In addition to that:

- (a) Members will only have discussions, and will only exchange information or data, and use this to the extent reasonably necessary for the Purpose;
- (b) Discussions, and information/data exchange, with respect to this MOU will only involve personnel as reasonably necessary for the Purpose;
- (c) Members will not discuss with each other any aspects of the ways in which their respective businesses operate or compete that is not reasonably necessary for the Purpose;
- (d) Each Member will ensure its relevant personnel understand their Commerce Act obligations under this MOU;
- (e) To the extent a forum is established for the regular exchange of information concerning emergency preparedness and responses, Members will ensure they adhere to the protocols above in exchanging that information; and
- (f) To the extent any meetings take place (outside of the circumstances of an Event) to discuss issues or projects that are relevant to the purpose, the Members will ensure that those meetings include
 - a reminder of the Members' obligations under the Commerce Act 1986;
 - an agenda that sets out the topics that will be discussed; and
 - minutes to document that the meetings adhere to the agenda.

15. Modifications and termination

Modifications to this MOU require the unanimous agreement of Members.

Any Member may terminate their participation in this MOU at any time upon 60 days written notice.

This MOU is not transferable or assignable, in whole or in part.

16. Public relations

Public relations remain the sole responsibility of the Requester.

17. Signatories

The following companies are all signatories to this Memorandum of Understanding. The signed documents are with the StayLive Emergency Response Working Group and are available on request.

- Contact Ltd.
- Eastland Generation Ltd.
- Genesis Ltd.
- Mercury Ltd.
- Meridian Ltd.
- Ngati Tuwharetoa Geothermal Assets
- Ngawha Generation Limited
- Todd Generation Ltd.
- Pioneer Ltd.
- Tilt Renewables Ltd.
- Transpower Ltd.
- Trustpower Ltd.

Schedule One

Communications protocol operated by Members

When requesting support or assistance from another member, make contact by telephone with a nominated person from the list in Schedule 2. Where more than one person is listed for an organisation, consider the nature of assistance required and direct the request accordingly. In the event the first person is unavailable, dial the next person listed.

In the event that all attempts at phone contact are unsuccessful, members with access to Trunk Mobile Radios (TMR) may call another member via the TMR inter-fleet number provided, for matters of urgency only. Note that TMR numbers will usually go to a central control room who may be extremely busy and only have time to pass on a very brief message. As the recipient will not know who is calling, the following calling protocols shall be followed:

- Calls cannot exceed 2-3 minutes, so must be ***brief*** (the system will drop you off if you try to talk longer than this)
- Use standard international radio phraseology
 - The person calling first says the location or name of the called number, followed by their own, so the call can be heard above other competing radio or phone traffic (e.g. if Contact is calling Meridian, say “Meridian this is Contact, Over”)
 - The recipient must always read back numbers or other critical information, followed by confirmation by the sender that the read-back is correct.
- Some key words or phrases are as follows:
 - “Over” means “I have finished speaking and expect a reply from you”;
 - “Out” means “I have finished speaking and am finishing the call” ;
 - “Stand By” means “please hold”;
 - “Roger” means “I received and understand your message” (only used when no read-back is necessary);
 - Other standard words such as “Go Ahead”, “Say again”, “Correction” etc. are self-explanatory.