



**WORKSAFE**  
Mahi Haumarū Aotearoa

# Memorandum of Understanding

*Between*

**Fire and Emergency New Zealand**

*and*

**WorkSafe New Zealand**

**THIS MEMORANDUM OF UNDERSTANDING** is made on the  
**BETWEEN Fire and Emergency New Zealand**  
**AND WorkSafe New Zealand**

### **THE PARTIES**

1. WorkSafe New Zealand (WorkSafe) is established by the WorkSafe New Zealand Act 2013 (WNZ Act). WorkSafe is New Zealand's primary work health and safety regulator, whose main objective is to promote and contribute to a balanced framework for securing the health and safety of workers and workplaces. WorkSafe's additional objective is to promote and contribute to the safe supply and use of electricity and gas in New Zealand. WorkSafe is a Crown Entity for the purposes of section 7 of the Crown Entities Act 2004. WorkSafe operates under the Health and Safety at Work Act 2015 (HSWA) and other relevant health and safety legislation. WorkSafe's functions are detailed in section 10 of the WNZ Act.
2. Fire and Emergency New Zealand (FENZ) is a Crown entity, formerly the New Zealand Fire Commission, continued by section 8 of the Fire and Emergency New Zealand Act 2017 (the "FENZ Act"). Fire and Emergency's principal objectives are: –
  - a. To reduce the incidence of unwanted fire and the associated risk to life and property;
  - b. In relation to the main functions and the additional functions of Fire and Emergency (as set out in sections 11 and 12 of the FENZ Act):
    - i. to protect and preserve life;
    - ii. to prevent or limit injury;
    - iii. to prevent or limit damage to property and land; and
    - iv. to prevent or limit damage to the environment.

Fire and Emergency has a formal commitment to working with Māori as tangata whenua. Our commitment to Māori is supported our values and the organisation's strategic direction.

### **PURPOSE**

3. This Memorandum of Understanding (MOU) establishes a framework for coordination of activities, collaboration, and cooperation between WorkSafe and FENZ (the Parties), particularly in relation to identified areas of common interest.
4. Operational details of assistance, cooperation, or support that may be provided in accordance with this MOU will be detailed in the schedules attached to this MOU.
5. Nothing in this MOU prevents either Party from providing assistance, cooperation, and support to each other outside of the terms of this MOU or its schedules, where there is agreement to do so between the Parties.

### **COMMENCEMENT**

6. This MOU is effective from date of signing and will continue to be in effect until it is superseded or terminated.

### **INTERPRETATION**

7. For the purposes of this MOU, the following terms are defined:

- a. **Areas of common interest** means those matters where each Party contributes to a shared outcome or has a shared role or interest, including meeting the requirements of international agreements, meeting Government's policy objectives and promoting greater collaboration, cooperation, and coordination across the wider Government sector. Details of these areas of common interest will be provided in any schedule to this Agreement.
- b. **Designated Coordinator** means a position appointed by each party to be the point of contact for an identified subject, schedule or activity
- c. **FENZ** means Fire and Emergency New Zealand
- d. **HSWA** means the Health and Safety at Work Act 2015 and includes any subsequent amendments to, and any regulations made under, that Act.
- e. **MOU** means this Memorandum of Understanding, and any schedules developed under the master agreement.
- f. **Party or Parties** means the signatories to this MOU.
- g. **Responsible Person** means the person who signs a schedule and is responsible for their agency acceding to it.
- h. **Schedule(s)** means any agreement subsequently entered into by the Parties under this MOU and referred to as a schedule to this MOU.
- i. **Third party** means someone who is not a Party to this MOU.
- j. **WorkSafe** means WorkSafe New Zealand.

## PRINCIPLES

8. The Parties will aim to collaborate, cooperate, and coordinate their activities in accordance with the following principles:
  - **Open communication** – each Party will communicate openly, collegially, and promptly to achieve the best outcomes.
  - **Collaboration** – each Party will work to seek mutually beneficial outcomes where feasible and to increase understanding of what those outcomes might be.
  - **Mutual respect** – each Party recognises that the other has a valid role within the relationship and that the Parties need to work together.
  - **Integrity** – each Party will actively cooperate in a manner that recognises the other Party's functions, duties, and powers in a way that fosters mutual respect and trust.
  - **Efficiency** – where practicable, the Parties will discuss and align their approaches to maximise efficiency.
  - **No surprises** – each Party will inform the other of any emergent situation in an area of common interest as soon as practicable.
  - **Responsiveness** – each Party will act with the responsiveness required to address the operational or organisational matter being considered.
  - **Equitable outcomes** – the Parties, where practicable, will support each other in moving towards equitable outcomes in their area of common interest.

## **DESIRED OUTCOMES AND COMMITMENTS**

9. The desired result of this MOU is coordination, cooperation, and collaboration between the Parties to enable them to effectively and efficiently carry out their respective functions, including:
  - a. working towards the Government's objectives to improve work and public health and safety outcomes, and
  - b. reducing risk posed from fire in places where New Zealanders work, live and socialise, and reducing fire incidents resulting in injury and harm.
10. Each Party agrees to work effectively toward the desired outcomes of this MOU.
11. Any coordination, cooperation, and collaboration of activities may be undertaken solely between the Parties, or if both Parties agree, may involve a third party (such as another regulator).

### **Outcome 1: The Parties have a clear understanding of each other's operational boundaries**

12. The Parties will clarify with and for each other their own areas of operation, including specific regulatory roles and responsibilities.
13. The Parties will work together to identify and manage any gaps or overlaps in responsibilities, legislation, and/or regulatory guidelines.

### **Outcome 2: Public messaging is coordinated and consistent**

14. The Parties may develop principles, strategies, and processes to share relevant information, data, and intelligence to enhance and promote public safety.
15. The Parties will use their best endeavour to:
  - c. inform each other at the initial stage of development of any communications campaign relevant to the other Party, or to the content of this MOU,
  - d. take all reasonable steps to ensure adequate time is given for the other Party to provide comment where appropriate, and
  - e. explore opportunities to conduct joint and/or coordinated communications campaigns.
16. Where possible, the Parties will consult with each other when providing information or comment to the media on areas of common interest.

### **Outcome 3: Information, data and intelligence sharing supports effective regulatory operations**

17. The Parties may develop principles, strategies, and processes to share relevant information, data, and intelligence to enhance interagency coordination, cooperation, and collaboration.
18. Where practicable, these principles, strategies, and processes will use available technology and may evolve to reflect changes in technology.
19. Details on how information, data, and intelligence will be shared may be set out in a schedule in this MOU.

### **Outcome 4: In areas of common interest, expertise is shared between the Parties**

20. The Parties will, where possible and appropriate, share technical expertise.
21. The Parties will, with mutual consent, consult and draw on the expertise of the other Party, where appropriate. This may be in relation to the development of industry guidance

information, codes of practice, and other regulatory instruments and when carrying out assessments, inspections, and enforcement activities.

**Outcome 5: Parties are willing and able to support each other in response to an event**

22. In an event, the Party taking the operational lead may request from the other Party:
- a. technical and operational assistance, and/or
  - b. administrative and staff support.
23. Any assistance provided under a Schedule to this MOU will have regard to:
- a. the scale, duration, or complexity of the event,
  - b. the potential for the Party taking the operational lead being unable to effectively carry out its functions, duties, or powers, and
  - c. the practicality of the other Party providing assistance.
24. The terms and conditions of any technical or operational assistance and/or any administrative or staff support and how that assistance or support is to be funded, may be set out in a schedule to this MOU.

**COOPERATION, CONSULTATION, AND POLICY ADVICE**

25. The Parties will inform each other, at an initial stage of development, of strategic priorities, plans, and relevant policy or operational initiatives in areas of common interest.

**SCHEDULES**

26. As appropriate, the Parties will work together to develop Schedules to this MOU detailing the terms and conditions for specific procedures and activities between the Parties, including how costs will be apportioned.
27. Every Schedule will set out:
- a. the purpose of the Schedule, and
  - b. the person (by position title) in each Party responsible for the Schedule and their contact details, and
  - c. how any joint activities will be resourced, and
  - d. the requirement for annual Schedule oversight and review by the Parties responsible persons.
28. Schedules may be adopted, amended, replaced, or terminated by the Responsible Person from either Party.

**RESOURCING AND COSTS**

29. The provision of any support, cooperation, or assistance under this MOU and its Schedules will be subject to the availability of the Parties' resources. Such support may be limited, adjusted, or terminated as deemed necessary by either Party to meet its other operational commitments.

30. The Parties will notify each other as soon as practicable of any significant changes in resourcing capability that may affect their ability to meet their commitments under this MOU.
31. Unless the Parties agree otherwise, the cost of meeting any commitments made under this MOU shall be borne by the party incurring the cost.

#### **REQUESTS FOR INFORMATION AND PUBLICATION**

32. Both Parties agree that this MOU will be made available to the public and may be published online on either Party's external website. Any schedule to this MOU will only be published online with mutual agreement by the Parties, in writing.
33. If one Party receives a request for information relating to this MOU or any activity undertaken pursuant to it, the party that has received the request will consider its legal obligations and use reasonable efforts to consult the other party, and where possible, have regard to the other Party's views before responding to the request.

#### **RESOLVING DISPUTES**

37. The Parties will attempt in good faith to resolve all disputes about the interpretation or application of this MOU, including any of its schedules, at the earliest opportunity.
38. If disputes arise about the interpretation or performance of this MOU, a designated coordinator from the Parties will attempt to resolve the dispute at the earliest opportunity.
39. If a dispute cannot be resolved within 28 days, the matter will be referred in writing to the Chief Executive at WorkSafe and the Chief Executive at Fire and Emergency New Zealand for final resolution.
40. Disputes arising under this MOU will be resolved through discussion and cooperation between the Parties and won't be referred to any external organisation in any circumstance.

#### **NOT LEGALLY BINDING**

41. The Parties agree that nothing in this MOU or its schedules will create, constitute, or evidence any partnership, joint venture, agency, trust, or employer/employee relationship between the Parties.
42. There is no intention for this MOU or its schedules to create any legal rights, duties, or obligations and this MOU and its schedules are not legally binding on the Parties.

#### **STATUS, VARIATION, REVIEW and TERMINATION**

43. Unless expressly stated otherwise, the following applies to this MOU and its schedules:
  - a. The MOU and schedules will continue to be in effect for a term of two years from the date of signing unless either superseded or terminated.
  - b. A review of this MOU and/or any of its schedules can be requested at any time, by either Party.
  - c. Notwithstanding the above, the date for the review of the MOU or any schedule is two years from the date of the last signature on the MOU or schedule.

- d. Amendments to this MOU and/or any of its schedules will be made in writing by mutual agreement of both Parties.
- e. This MOU and/or any of its schedules can be terminated at any time and by either Party, through written notification to the other party. Termination will be effective immediately.
- f. Termination of this MOU will terminate all of its schedules, but termination of a schedule will only affect that schedule.
- g. Any agreements between the Parties current at the time of the signing of this MOU will remain until terminated or superseded.

**THIS MEMORANDUM OF UNDERSTANDING** is made 12 February 2026

**BETWEEN** WorkSafe New Zealand  
**AND** Fire and Emergency New Zealand

**SIGNED BY**



**Sharon Thompson**  
**Chief Executive**  
**WorkSafe New Zealand**



**Kerry Gregory**  
**Chief Executive**  
**Fire and Emergency New Zealand**