

## MEMORANDUM OF UNDERSTANDING

### 1. Parties:

#### 1.1 Energy Resources Aotearoa (Energy Resources)

is a strong collaboration of various energy companies. Energy Resources mission is to create a successful and sustainable energy resources sector that makes New Zealand a better place. **Energy Skills Aotearoa (Energy Skills)**, a division of Energy Resources, is tasked to lead the development of a sustainable and versatile workforce to meet the needs of the New Zealand Energy industry today and in the future.

#### 1.2 Te Pūkenga, New Zealand Institute of Skills and Technology (Te Pūkenga)

is a Crown Entity that, by 1 January 2023, will be responsible for delivery of vocational education and training across New Zealand, including functions of the previous Institutes of Technology and Polytechnics (now Te Pūkenga subsidiaries) and the arranging training functions of those Industry Training Organisations who transfer their arranging training activity to an entity within the network of Te Pūkenga. Te Pūkenga is currently carrying out the transformational work necessary to shift from a group structure to a national entity.

### 2. Background:

- 2.1 As New Zealand moves towards a lower emissions economy, the energy sector will be a large part of this transition to more renewable energy and emerging industries. Therefore, the energy workforce is challenged to not only meet the future skill needs of emerging industry but to also ensure its current highly skilled workforce is not vulnerable to labour market restructure.
- 2.2 The Climate Change Response (Zero Carbon) Amendment Act 2019 has significant work force implications. Future workforce development and transition cannot be left to the labour market to resolve alone. There must be an integrated, energy industry inclusive (both non-renewable and renewable) action plan to develop a future workforce and labour market.
- 2.3 Both parties agree targeted training programmes that allow the transition and upskilling of the energy sector workforce need to be investigated further.
- 2.4 The Taranaki region is well positioned to lead this future workforce development. An existing pre- employment industry/tertiary vocational training model for Process Operations trainees governed by Energy Skills, industry and the Western Institute of Technology at Taranaki has enormous potential to be used as an exemplar for future industry/tertiary vocational training models. This programme produces skilled process operators, a role that is widely utilised across many different areas within energy and will continue to be required for emerging energy industries.
- 2.5 At an energy industry/tertiary skills meeting on 28 April 2021, attended by a large group of industry stakeholders, it was unanimously agreed that an industry skills action plan be developed for the broader energy sector. This is to be led by Energy Skills and supported by Te Pūkenga. This plan is to ensure stakeholders, decision and policy

makers inform and adapt the recommendations of the wider energy industry through to implementation of a skill development programme. It was also noted at the meeting that other parts of the energy sector had projects underway to address their specific issues (e.g. the Energy Academy in Christchurch for the lines business) and that while currently separate, some alignment in energy sector's skill development initiatives may be possible.

2.6 This agreement acknowledges the following companies and organisations who intend to work alongside and support the proposed industry skills action plan and implementation by EnergySkills.

- Ballance Agri Nutrients
- Beach Energy
- BusinessNZ
- Contact Energy
- First Gas NZ
- Fonterra
- Hiringa Energy
- Methanex New Zealand
- OMV New Zealand
- ResourcesNZ
- Todd Energy
- Western Institute of Technology Taranaki

### **3. Common Objective:**

The Memorandum of Understanding (MOU) forms an agreement to work together to develop an industry skills action plan for the broader energy industry and to use this relationship as a "Pilot" of an industry/tertiary vocational training model.

### **4. Primary Purpose**

The primary purpose of this agreement is:

- a. To outline the background and purpose of the partnership.
- b. To define the contributions to be made by each party to the partnership.
- c. To define the principles that underpin the agreement.

### **5. Nature of MOU**

The parties agree that other than this clause 5 (Nature of MOU), clause 8 (Duration and Termination) and clause 9 (Publicity), this MOU is not intended to be legally binding as between the parties.

### **6. Understanding**

- 6.1 Energy Skills, on behalf of Energy Resources, will lead the development and implementation of an energy industry skills action plan, developed for the broader energy sector including both renewable and non-renewable companies.
- 6.2 Te Pūkenga, together with its subsidiaries, will support Energy Skills in the

development of the action plan and implementation by way of providing available services and resources as and when appropriate.

## 7. Principles

- 7.1 The parties agree to work together in good faith.
- 7.2 We will communicate with each other in an open and timely manner.
- 7.3 We will work in a collaborative and constructive manner than enables each party to fulfil its obligations.
- 7.4 We will recognise and value each other's skills, expertise and commitment to ensure a high-quality industry/tertiary vocational training model to benefit the energy industry.
- 7.5 We will be open and transparent to each other and work quickly to identify and resolve any issues that may arise.
- 7.6 The parties will share information and knowledge that supports the development of the industry skills action plan.

## 8. Duration and Termination

- 8.1 This MOU shall come into effect on the date hereof and shall remain in effect until terminated by either party.
- 8.2 Either party shall be entitled to terminate this MOU for any reason by giving thirty (30) days written notice to the other party.

## 9. Publicity

- 9.1 The parties will agree the mechanisms for publicity, marketing and communication of any research, resources and services which are developed through this MOU.
- 9.2 Neither party shall make any statement or issue any publicity in connection with this MOU without the prior consent of the other party.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**John Carnegie, Chief Executive Officer** (Energy Resources Aotearoa)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Warwick Quinn, Deputy Chief Executive** (Te Pūkenga – New Zealand Institute of Skills and Technology)