

Memorandum of Understanding

Name	THE REAL ESTATE AGENTS AUTHORITY
NZBN	942904191717718
Address	Level 3, 3 The Terrace, Wellington, Wellington 6011
Phone	+64 0800 367732
Email	Complaints@rea.govt.nz or legal@rea.govt.nz
Contact	Head of Regulatory Response and Legal/General Counsel and Head of Licensing, Enquiries and Complaints
Name	DEPARTMENT OF INTERNAL AFFAIRS
NZBN	9429041904916
Address	45 Pipitea Street, Thorndon, Wellington 6011
Email	amlcft@dia.govt.nz (general enquiries) or investigations@amlcft.govt.nz
Contact	Director AML/CFT Group

(Collectively, the 'Parties')

Background

1. The Real Estate Agents Authority (REA) is a Crown entity, established under the Real Estate Agents Act 2008 (**REA Act**). REA is a regulatory body established to license people and companies working in the real estate industry and promote a high standard of conduct and professionalism in the real estate industry and promote the interests of consumers in respect of real estate transactions.
2. The Department of Internal Affairs (DIA) is an AML/CFT Supervisor under the Anti Money Laundering and Countering Financing of Terrorism Act (**AML/CFT Act**). DIA has responsibility for regulating licensed real estate agents captured under section 5 of the AML/CFT Act.

Application

3. This Memorandum of Understanding (MOU) sets out the way in which DIA and REA will work together to give effect to the disclosing and receiving of information under ss 139 and 140 of the AML/CFT Act and more generally cooperate and work together in good faith.
4. [Section 139](#) of the AML/CFT Act allows DIA to disclose information (that is not personal information) supplied or obtained by it in the exercise of its powers or the performance of its functions and duties with other government agencies or a regulator for law enforcement purposes if it is satisfied that the agency or regulator has an interest in receiving such information. [Section 139\(3\)](#) of the AML/CFT Act

clarifies that s 139 does not limit the [Privacy Act](#) (which permits certain disclosures in addition to those authorised under the section).

5. [Section 140](#) of the AML/CFT Act allows a government agency or a regulator to disclose to DIA any information supplied or obtained by it under a list of enactments listed in section 140(2) of the AML/CFT Act, if the disclosing entity has reasonable grounds to believe that the information is necessary or desirable for the purpose of ensuring compliance with the AML/CFT Act.
6. [Section 140\(2\)](#) includes:
 - the [Real Estate Agents Act 2008](#)
7. [Section 5](#) of the AML/CFT Act defines regulator to mean a professional body responsible under any New Zealand enactment for enforcing the regulatory obligations of a particular industry or profession whose members are subject to the AML/CFT Act.
8. [Section 5\(b\)](#) of the AML/CFT Act defines law enforcement to include the enforcement and administration of the AML/CFT Act.
9. [References](#) to all acts, legislation, principles, policies or regimes in this MOU include those as amended, updated or replaced.

Status

10. This MOU:
 - (a) does not detract from any part of the AML/CFT Act. To the extent that any provision of this MOU is contrary to the AML/CFT Act, the AML/CFT Act will prevail.

Part 1: General

11. **Cooperation and good faith:** Each Party must:
 - (a) act in good faith and approach issues in a timely, collaborative, open and transparent matter;
 - (b) cooperate and maintain an appropriate degree of transparency on principles and practises relating to the performance of our respective functions;
 - (c) promote the disclosing and receiving of information under the AML/CFT Act;
 - (d) endeavour to keep each other informed, and to exchange information and views, in areas relevant to each other's responsibilities, where appropriate, including through regular meetings;

- (e) provide information or views where requested by the other;
 - (f) coordinate with each other to enhance efficiency, promote consistency and avoid unnecessary duplication or inconsistency in regulation; and
 - (g) identify opportunities to work better together.
12. **Point of contact:** The Parties will each appoint a point of contact for the purposes of this MOU. They will keep each other up-to-date about the current point of contact and their contact details. The points of contact will facilitate the operation of this MOU and arrange further discussions or follow-ups on behalf of their organisations as required.
13. **Regular discussions:** The Parties will meet regularly to discuss this MOU, the AML/CFT Act and our regulatory responsibilities. To avoid doubt, such discussions may be in person, by telephone, video conference or any other means agreed by the Parties. The Parties will meet for such discussions as often as may be required, but at least twice per year.

Part 2: Information sharing

14. **Meaning of confidential information:** In this MOU, **Confidential Information** means all information (whether written, verbal or electronic) that is disclosed by one party (the **Owner**) to another party (the **Recipient**) that is:
- (a) Marked “confidential” or similar by the Owner; or
 - (b) Contains information that is obviously confidential, sensitive, or not available to the public
15. **Obligation of confidentiality:** The Recipient will keep all Confidential Information in confidence. The Recipient will establish and enforce policies and procedures to ensure that it maintains confidentiality in accordance with this MOU.
16. **Proper purpose:** The Recipient will only use Confidential Information in connection with the purpose for which it was disclosed.
17. **Disclosure to employees etc.:** The Recipient may disclose Confidential Information to its related parties, employees, agents and professional advisers, provided that such recipients are subject to obligations of confidentiality similar to those in this MOU.
18. **Other permitted disclosures:** The Recipient may also disclose Confidential Information if:
- (a) the Owner gives express consent to the disclosure;
 - (b) the Confidential Information becomes generally known (other than due to breach of this MOU); or

(c) the disclosure is required by law (see also paragraph 13).

19. **Return or destruction:** If the Owner requests, the Recipient must return or destroy all copies of the Confidential Information that it holds or controls.
20. **Backups and archive:** The Recipient may keep copies of the Confidential Information that are retained in accordance with the Recipient's ordinary backup or archive procedures, or where required by law, provided that such copies are not readily accessible in the ordinary course of business. This paragraph takes precedence over paragraph 11 (return or destruction).
21. **Official Information Act 1982:** DIA and REA are subject to the *Official Information Act 1982* and *Privacy Act 2020*. If DIA or REA receives an information request that includes Confidential Information, DIA/REA will endeavour to consult with the Owner of the Confidential Information and will have regard to the Owner's views prior to releasing that Confidential Information. To avoid doubt, each Party acknowledges that this MOU does not affect the application of those statutes.
22. **No obligation to disclose:** This MOU does not create any obligation on a Party to disclose any particular kind or quantity of information to the other Parties.

Part 4: Investigation and Enforcement

23. **Criminal offending:** The DIA is responsible for investigating and enforcing matters that may involve civil and criminal offending against the AML/CFT Act.
24. **Disciplinary matters:** REA is primarily responsible for investigating and disciplining matters that may involve:
 - (a) breach of professional and ethical obligations by real estate licensees who are reporting entities captured under the AML/CFT Act, including breach of the REA Act and Code of Conduct overseen by REA.
25. **No limitation:** Notwithstanding the primary responsibilities described above, this MOU does not limit the ability of a Party to investigate matters that that Party believes warrants investigation.
26. **Overlap:** The Parties acknowledge that there are areas where their investigation and enforcement matters may overlap. These may include:
 - (a) investigations where it is not clear whether criminal offending or disciplinary matters have occurred (or both);
27. **Public statements**
28. The Parties agree that in general no public comment will be made about matters that are subject to specific cooperation or coordination between the Parties.
29. If a Party believes that public comment is desirable and appropriate in particular circumstances that are subject to specific cooperation or coordination between the

Parties, then it will consult with the other Party prior to making any public comment (to the extent consistent with the proper exercise of its powers and the proper performance of its functions). If the Party making the public statement does not consult the other Party, it will inform the other Party as soon as practicable after making the public comment.

30. The Parties agree to acknowledge the work of each other in any public comment made about matters that are subject to specific cooperation or coordination between the Parties.
31. If any Party intends to refer to the other Party in any public comment in relation to a specific regulatory matter it will consult with the other Party prior to making that public comment.
32. Where practicable, and to the extent consistent with the proper exercise of their respective powers and the proper performance of their respective functions, each Party agrees to consult with the other Party on any proposed public statement.

Part 5: Miscellaneous

33. **Disputes:** If the Parties have a dispute regarding this MOU or the services, they agree to make good faith efforts to resolve any dispute by negotiation.
34. **Amendments:** This Agreement may be amended only in writing and signed by all Parties.
35. **Termination:** This MOU will continue in full force and effect unless and until terminated in the following manner:
 - (a) By agreement of all Parties to this MOU; or
 - (b) By any Party on not less than 6 months written notice to the other Parties.
36. Upon termination of this MOU, the Parties must meet, as soon as practicable, to discuss and agree the process by which any joint initiatives or protocols developed under this MOU will be terminated. This includes ensuring, to the maximum extent possible, that their respective interests and objectives and ongoing performance of their respective functions are not prejudiced by such termination beyond the extent of any prejudice necessarily caused by virtue of the termination.
37. **Counterparts:** This MOU may be executed in counterparts and all counterparts taken together shall constitute a single instrument. Either of us may enter into this MOU by signing a counterpart copy and sending it to the other Parties, including by facsimile or email.
38. **Electronic signature:** Each Party agrees that an Electronic Signature (as defined in section 209 of the *Contract and Commercial Law Act 2017*), whether digital or encrypted, is intended to authenticate execution of this MOU and has the same force and effect as a manual signature. Electronic Signature means an electronic symbol, mark, signature representation (a) which is attached to or logically associated with an agreement, document or record; and (b) whose purpose is to


manifest a person's intent to execute, be bound by or otherwise adopt the agreement, document or record.

Executed as an agreement

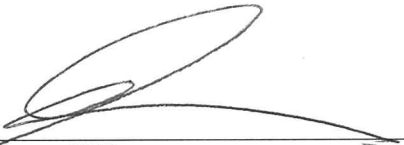
By executing this agreement, each Party consents to this agreement being executed by each other Party by affixing its electronic signature/the electronic signature of its Authorised Person

SIGNED for and on behalf of **REA** by its Authorised Representative:

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)
)



Signature of Director / CEO / Authorised Representative*



Signature of Witness

Belinda Jane Moffat

Print full name

Andrew James Tringham

Print full name of Witness

Chief Executive / Registrar

Position



Address of Witness

20 March 2026


Date

20 March 2026

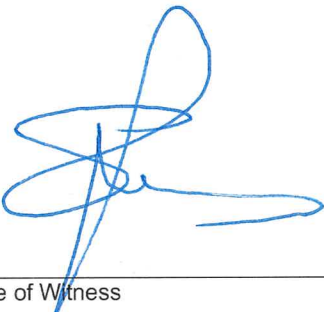
Date

SIGNED for and on behalf of **DIA** by its Authorised Representative:

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)



Signature of Authorised Representative



Signature of Witness

RACHEL LOUISE LETA

Print full name

SERGE SABLYAK

Print full name of Witness



Address of Witness

20 MARCH 2026

Date

20 MARCH 2026

Date