

MEMORANDUM OF UNDERSTANDING

Between

Export New Zealand, a division of Business New Zealand

And the Latin America New Zealand Business Council Inc

1. Introduction

- a. The **ENZ** group of associations, hereinafter referred to as “**ENZ**”, is a member based organisation with a diverse range of domestic and international services operating throughout New Zealand.
- b. The **Latin America New Zealand Business Council**, hereinafter referred to as “**LANZBC**” is a multi lateral business association, which focuses on business and trade issues between New Zealand and Latin American nations. Whilst LANZBC largely conducts most activities in Auckland, it desires to achieve a national reach.
- c. ENZ and LANZBC, having worked co-operatively, collegially and successfully in the past, have identified areas where their organisations might work together to extend their respective influences and to add further value to their members.
- d. Additionally, the parties have identified that, given some overlaps in their activities and objectives to service their members, there may be occasions, where one may compete with the other, to the ultimate detriment of their members and their financial position.
- e. ENZ and LANZBC have therefore agreed to come to an understanding to work together, as far as is possible, and the prime areas of co-operation are set out in this Memorandum of Understanding (MOU).

2. Memorandum of Understanding

a. LANZBC agrees:

- i. To regard ENZ as a prime associate and to work co-operatively with it where it is reasonably possible.
- ii. To provide the substantial amount of its needs for management, administration and accounting from its own resources.
- iii. To supplement any deficiencies in its administrative capabilities by seeking those services from ENZ at charges to be mutually agreed.
- iv. To avoid competing with ENZ on activities relating to Latin America.
- v. Where appropriate, to offer ENZ the option to arrange, at a charge to be mutually agreed, major events and /or events outside of Auckland.
- vi. To open its events to participation by members of ENZ at rates charged to its own members.

- vii. To promote any events or promulgate any information to its memberships and wider database that ENZ may request of it relating to its geographical focus in Latin America.
- viii. Where appropriate, to offer ENZ the option to partner it on any Trade Mission or initiative in the Latin America region.
- ix. To consult with ENZ where there is any need for LANZBC to promulgate a policy to Government or where there is a need for its voice to be heard by the media or other agencies.
- x. To provide appropriate links to and from ENZ on its website.
- xi. To refer any press releases / notices and any communication that LANZBC intends to use that mentions ENZ in any way to ENZ prior to issue.

b. ENZ agrees:

- i. To regard and promote LANZBC as its Latin American associate.
- ii. To work co-operatively and refrain from competing with LANZBC on activities relating to Latin America.
- iii. To promote LANZBC's activities and events to its members.
- iv. To consult with and act as a lobby for LANZBC with Government and other agencies where appropriate.
- v. Where appropriate, to provide events management services to LANZBC throughout New Zealand, by agreement with the region concerned, and at a charge to be mutually agreed.
- vi. To provide office facilities and/or administrative services, where reasonably requested, and where they can be provided, as required, at a charge to be mutually agreed.
- vii. To open events to participation by members of LANZBC at rates charged to its own members.
- viii. To promote any events or promulgate any information to its members and wider database that LANZBC may request of it relating to Latin America.
- ix. To provide appropriate links to and from LANZBC on its website.
- x. To refer any press releases / notices and any communication that ENZ intends to use that mentions LANZBC in any way to LANZBC prior to issue.
- xi. Where appropriate, to offer LANZBC the option to partner it on any Trade Mission or initiative in the Latin American region.

3. Effectiveness and validity

- a. This MOU will come into force on 30 August 2010 and shall be effective so long as both parties wish it to continue.
- b. Either party shall have the right for any reason to terminate the MOU by giving the other party no less than three months' notice.

This Memorandum of Understanding signed this second day of September 2010:

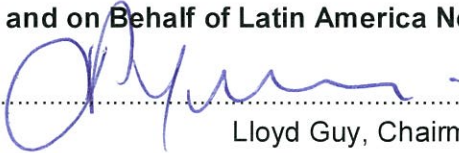
For and on behalf of Export New Zealand



Catherine Beard, Executive Director

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For and on Behalf of Latin America New Zealand Business Council Inc



Lloyd Guy, Chairman, Latin America New Zealand Business Council

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