



CONTRACT FOR SERVICES –Access to and leverage of the Kea and World Class NZ (WCNZ) Networks.

The Parties to this Contract

New Zealand Trade and Enterprise	(NZTE)
Kiwi Expat Association Incorporated	(Kea/Service Provider)

NZTE and the Service Provider are each a Party to the contract and are together the Parties.

The Contract

This Contract replaces the agreement between the Ministry of Business, Innovation & Employment and Kea dated 20 March 2012 (which ended on or about 30 June 2014), and the agreement between NZTE and Kea dated 1 July 2013 (which ended on 30 June 2014). In this Contract, NZTE acts in its own capacity and on behalf of the following parties: Ministry of Business Innovation and Employment (MBIE), Ministry of Foreign Affairs and Trade (MFAT) and Education New Zealand (ENZ). Collectively, MBIE, MFAT, ENZ and NZTE are the Government Funders.

The Government Funders, acting through NZTE, have appointed the Service Provider to deliver services under the terms and conditions this Contract, and the Service Provider accepts the appointment. This Contract sets out the total Government funding in respect of Kea and WCNZ networks.

The Service Provider agrees and acknowledges that its obligations under this Contract are owed to, and are for the benefit of, the Government Funders collectively unless the provision expressly states that the obligation is only owed to one or certain agencies.

Contract documents

This Contract consists of:

- | | |
|--------------------------------------|-------------------------------|
| 1. this page | Page 1 |
| 2. the Contract Details | Schedule 1 |
| 3. the Standard Terms and Conditions | Schedule 2 (v. February 2013) |

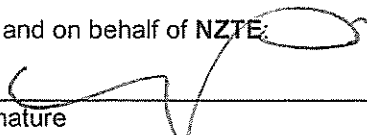
How to read this Contract

Together the above documents form the Contract. If there are any differences between the documents, Schedule 1 overrides Schedule 2. Clause numbers refer to clauses in Schedule 2. Words starting with capital letters have a special meaning, as stated in Schedule 2 Definitions section (clause 17).

Signatures

In signing this Contract each Party acknowledges that they have read and agree to be bound by it. The date of this contract is the later of the two dates below.

For and on behalf of NZTE:



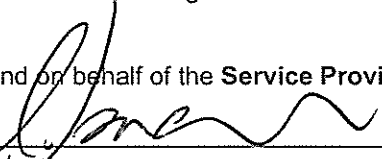
Signature

Name: Peter Chrisp

Position: CEO, NZTE

Date: 13/8/14.

For and on behalf of the Service Provider:



Signature

Name: Craig Donaldson

Position: CEO, Kea

Date: 14/8/14

Schedule 1
Contract Details and Description of Services

Start Date	1 July 2014	Reference Schedule 2 clause 1	
End Date	30 June 2016	Reference Schedule 2 clause 1	
Contract Managers Reference Schedule 2 clause 4		NZTE's Contract Manager:	Service Provider's Contract Manager
	Name:	Ruth Macleod	Craig Donaldson
	Title / position:	Director Networks	CEO, Kea
	Phone:	s9(2)(a)	s9(2)(a)
	Email:	Ruth.Macleod@nzte.govt.nz	s9(2)(a)
Addresses for Notices Reference Schedule 2 clause 14		NZTE's address	Service Provider's address
	For the attention of:	Corporate Counsel	Craig Donaldson
	c.c.	Ruth Macleod	Dayna Bradley, Financials and Compliance
	Delivery Address:	Level 15, The Majestic Centre 100 Willis Street Wellington 6011	Level 5 35 High Street Auckland 1010
	Postal address:	PO Box 2878 Wellington 6140 New Zealand	PO Box 105-892 Auckland 1143
	Fax:	+64 4 816 8101	
Service Provider's Reports Reference Schedule 2 clause 5	Report to:	Type of report	Due date
	Contract Manager	Q1 Progress Report	20 October 2014
		Q2 Progress Report	20 January 2015
		Q3 Progress Report	20 April 2015
		Q4 Progress Report	20 July 2015
Service Provider's Approved Personnel Reference Schedule 2 clause 2.5	Craig Donaldson, CEO Kea Richard McLean, GM World Class NZ Stephen Dee, Network Director World Class NZ Sam Mickell, Communications Director, Kea		

Description of Services

Kea will provide the Government Funders with access to Kea's online networks (currently a community of 400,000 across Facebook, LinkedIn, Weibo, WeChat, Twitter) and World Class New Zealanders (currently 330 inducted members).

Kea is a not-for-profit organisation whose purpose is to reach and motivate expatriate Kiwis and 'friends of NZ'. Kea believes connecting more New Zealanders offshore and opening up their contacts, capability and capital will help advance New Zealand's economic success.

Description of Services

Kea has built a sizable well engaged online community and a network of WCNZers who have been selected based on their international reputation, global connections and achievements. Kea has implemented a CRM system enabling them to track the contribution and engagement of each member and have put in place a recruitment process which ensures that before a new member is inducted into the network, an independent evaluation of their career credentials is completed. Members of the WCNZ network are prepared to volunteer their time and expertise to supporting NZ.

This contract is focused on increasing the domestic (NZ) awareness of Kea and WCNZ to the NZ business community, and to key NZ Inc posts including in EU, China, India, ASEAN and the Gulf Cooperation Council (GCC); leveraging the networks to tell the "NZ Story" and providing Kea and WCNZers opportunities to engage with NZ businesses and initiatives across NZ Inc.

The Services are provided over two years. In Year 1, the Services will include:

- Promoting at least 15 'NZ Inc' stories to Kea and WCNZ members relating to investment (attracting high net worth investor migrants) education and science and innovation opportunities. The stories would be communicated via the WCNZ and Kea newsletters and would be sourced from each agency.
- Providing access to individual WCNZ members to
 - support agencies' in- market activities such as business or investment leveraging events
 - strengthen government to government relationships [**obligations specific to MFAT and NZTE*]
 - provide market insights and contacts for NZTE and NZ businesses focused on international growth
 - support business leveraging activities for the Cricket World Cup 2015; FIFA Under 20s World Cup 2015 and the Rugby World Cup 2015. [**obligations specific to NZTE and MFAT*]
 - support business leveraging events in EU: SIAL Trade Fair (France); World Expo 2014 (Milan) and ANZAC Leveraging 2014 (Istanbul) [**obligations specific to NZTE and MFAT*]
- Notifying in advance and collaborate with MFAT, NZTE and ENZ offshore of any Kea or WCNZ events in international markets to ensure maximum leverage of the events for Kea and NZ Inc.
- Work collaboratively with other non-government NZ partners offshore (e.g. Chambers of Commerce, KiwiConnect groups, Business Councils) to enhance NZ's engagement with its diaspora and to avoid duplication of effort.
- Growing the online community of members by 150,000, with 40% of growth to come from China, India, ASEAN, and the Gulf Cooperation Council (GCC)
- Developing a marketing plan to attract international students currently studying in NZ to join Kea and to attract previous students to join [**obligations specific to Education NZ*]
- Initiate and develop a specific science and innovation cohort of members in discussion in partnership with the Science, Skills and Innovation Group [**obligations specific to MBIE*]
- Increasing the number of WCNZers from 330 to 360, with 80% of new members to be inducted from EU, China, India, ASEAN, and the Gulf Cooperation Council (GCC) states and at least 3 to be non-New Zealanders who have been New Zealand educated.
- Encouraging NZ Aid programme scholarship recipients to join Kea's online network [**obligations specific to MFAT*]
- Media and PR activity that increases the NZ business community's awareness of the networks and the benefits of leveraging the networks, to increase the number of business connections made by the network.
- Connecting 150 businesses, organisations or individuals with WCNZ members.
- Undertaking all activities required to organise promote and deliver the the 2015 World Class New Zealand Awards.
 - Attracting significant media interest to achieve a Public Relations Value of more than \$500,000
- Use best endeavours to attract private sector sponsorship and revenue of \$700,000
- Agreeing with the Government Funders (through NZTE), the format and focus of associated 2015 Inspire Events that leverage the WCNZ Award winners
- Working with NZTE Sponsorship Manager (Kerry Greene) to maximise sponsorship value for Kea's sponsors

*[*obligations specific to NZTE].*

In addition, the Service Provider will:

- Attend a quarterly meeting with the Government Funders, arranged by NZTE, in order to review progress, address any issues and identify further opportunities to leverage the networks.
- Seek input and suggestions from NZTE, MFAT and ENZ on prospective new WCNZ members.
- Provide the Government Funders, co-ordinated through NZTE, with two tables for the WCNZ Awards at no charge
- Provide access to Award winners for communications and leveraging if requested
- Include one New Zealand Trade and Enterprise nominated person on the WCNZ Awards judging panel *[*obligations specific to NZTE].*

Deliverables

The Service Provider will provide the following deliverables for Year 1 by the corresponding times and dates specified below:

Deliverable	Due times and dates
<p>Quarterly Reporting that includes:</p> <ul style="list-style-type: none"> ○ Network contact i.e. newsletter communications to WCNZ and Kea communities. ○ Online Community - size, reach, level of engagement and where available location, profession and education levels of online members. ○ WCNZ Network - number of new members inducted and total membership by sector, location, role, and progress towards target of 80% of new members from China, India, ASEAN, and GCC states ○ Social media posts - relating to promoting NZ Inc stories or agency initiatives e.g. events internationally ○ Events activity –where NZ Inc agencies are also involved ○ Media and PR activity ○ Number of Connections made and outcomes of those connections ○ Any other information reasonably requested by the Government Funders, co-ordinated through NZTE <p>Note: Q1 Report should also include</p> <ul style="list-style-type: none"> - An agreed marketing plan to increase membership of international students to Kea's online community <i>[*obligations specific Education NZ]</i> - Outcomes of MBIE/Kea meeting to outline the goals and actions required to develop a specific science and innovation cohort of members <i>[*obligations specific MBIE]</i> - Outcomes of Kea's Better By Strategy workshop, which will include refreshed purpose, focus and 'greatest imaginable challenge' - An overview of Kea's recruitment and induction process for new WCNZ network members - An overview of the process for connecting business, organizations and individuals with WCNZ. 	<p>Q1 Report: 20 October 2014</p> <p>Q2 Report: 20 January 2015</p> <p>Q3 Report: 20 April 2015</p> <p>Q4 Report: 20 July 2015</p>

Other matters to take into Account

NZTE will represent the Government Funders for the purposes of managing this Contract. However, where the Service Provider's obligations are specific to one or certain agencies, Kea will directly engage with the relevant agencies. Kea will operate on a 'no surprises' basis, and keep NZTE informed of these direct engagements where they may impact NZTE's obligations under this Contract.

The Government Funders intend the Fees under this Agreement to be the only funding, income or payment Kea receives from Government until 30 July 2016, and unless it obtains prior approval in writing from NZTE (acting on behalf of the Government Funders), Kea agrees to give full effect to this intention.

Fees	<p>The Service Provider's fee for the work done must be calculated on the following basis:</p> <p>Fixed Fee</p> <p>The Fixed Fee or funding for each year will be as follows:</p> <p>(a) Year One (14/15): \$1.22m ending 30 June 2015; and</p> <p>(b) Year Two (15/16): \$1.22m ending 30 June 2016.</p>																					
Expenses Reference Schedule 2 clause 3	No expenses are payable.																					
Tax Invoices Reference Schedule 2 clause 3.2.	<p>The Service Provider must send NZTE a Tax Invoice for the Charges at the following times:</p> <p>Subject to completion of the Services and Deliverables to NZTE's reasonable satisfaction, payment will be made within 7 days of the invoice date.</p> <table border="1" data-bbox="448 689 1406 1120"> <thead> <tr> <th>Milestones</th> <th>Due date</th> <th>Amount (\$ exc GST)</th> </tr> </thead> <tbody> <tr> <td>Upon signing of this Contract</td> <td>20 August 2014</td> <td>\$300,000</td> </tr> <tr> <td>Q1 Progress Report</td> <td>20 October 2014</td> <td>\$300,000</td> </tr> <tr> <td>Q2 Progress Report</td> <td>20 January 2015</td> <td>\$300,000</td> </tr> <tr> <td>Q3 Progress Report</td> <td>20 April 2015</td> <td>\$160,000</td> </tr> <tr> <td>WCNZ Awards Report</td> <td>20 June 2015</td> <td>\$160,000</td> </tr> <tr> <td>Q4 Progress Report</td> <td>20 July 2015</td> <td></td> </tr> </tbody> </table>	Milestones	Due date	Amount (\$ exc GST)	Upon signing of this Contract	20 August 2014	\$300,000	Q1 Progress Report	20 October 2014	\$300,000	Q2 Progress Report	20 January 2015	\$300,000	Q3 Progress Report	20 April 2015	\$160,000	WCNZ Awards Report	20 June 2015	\$160,000	Q4 Progress Report	20 July 2015	
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Review to Agree Services, Deliverables and Outcomes for Year 2	<p>The Parties acknowledge that the Fixed Fee or funding for Year 2 has been agreed (as set out in the above Fees section), but not the scope of Services, Deliverables and outcomes for Year 2.</p> <p>The Parties agree that they will use all best efforts to:</p> <ul style="list-style-type: none"> - Commence a review of the Services, Deliverables and outcomes provided under this Contract up to 30 March 2015 to determine the scope of Services, Deliverables and Payment Milestones for Year 2; and - Agree on the Services, Deliverables and Payment Milestones for Year 2, and record their agreement in a variation to this Contract (Due date – 30 May 2015, this due date will give Parties reasonable and sufficient time to effect the varied Contract to come into effect on 1 July 2015) 																					

Schedule 2 (v. February 2013)

CONTRACT FOR SERVICES - STANDARD TERMS AND CONDITIONS

1. Length of Contract

1.1 This Contract starts on the Start Date, and unless terminated earlier or extended in accordance with Schedule 1, continues until the End Date.

2. The Services

Both Parties' obligations

2.1 Both Parties agree to:

- (a) act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other;
- (b) discuss matters affecting this Contract or the delivery of the Services, whenever necessary;
- (c) notify each other immediately of any actual or anticipated issues that could:
 - (i) significantly impact on the Services or the cost of the Services;
 - (ii) receive media attention; and
- (d) comply with all applicable laws, regulations and codes of conduct.

NZTE's obligations

2.2 NZTE must:

- (a) provide the Service Provider with any information it has reasonably requested to enable the delivery of the Services;
- (b) make decisions and give approvals reasonably required by the Service Provider to enable the delivery of the Services. All decisions and approvals must be given within reasonable timeframes; and
- (c) pay the Service Provider the Charges for the Services as long as the Service Provider has delivered the Services and invoiced NZTE in accordance with this Contract.

Service Provider's obligations

2.3 The Service Provider must deliver the Services:

- (a) on time and to the required standards or quality;
- (b) within the amounts agreed as Charges; and
- (c) diligently, effectively and to a high professional standard.

2.4 The Service Provider must:

- (a) ensure that its Personnel have the necessary skills, experience, training and resources to successfully deliver the Services; and
- (b) provide all equipment and resources necessary to deliver the Services.

2.5 The Service Provider must use any Approved Personnel identified in Schedule 1 in delivering the Services. The Service Provider must obtain NZTE's prior written approval if it wishes to change or replace any Approved Personnel.

2.6 In delivering the Services the Service Provider agrees to be bound by the *Standards of Integrity and Conduct* issued by the State Services Commission (see www.ssc.govt.nz).

2.7 The Service Provider must observe NZTE's policies and procedures including those relating to health and safety, and security requirements.

NZTE will tell the Service Provider what the relevant policies and procedures are, and either give the Service Provider a copy of them, or provide an internet link.

2.8 If the nature of the Services requires it, the Service Provider will deliver the Services:

- (a) in a manner that is culturally appropriate for Maori, Pacific and other ethnic or indigenous groups; and
- (b) that respect the personal privacy and dignity of all participants and stakeholders.

3. Charges and payment

Charges & invoices

3.1 The Charges are the total maximum amount payable by NZTE to the Service Provider for delivery of the Services. Charges include Fees, and where specified in Schedule 1, Expenses and Daily Allowances.

3.2 The Service Provider must provide valid Tax Invoices for all Charges on the dates or at the times specified in Schedule 1.

Payment

3.3 If NZTE receives a valid tax invoice on or before the 5th Business Day of the month, NZTE must pay that tax invoice by the 20th calendar day of that month. Any valid tax invoice received after the 5th Business Day of the month will be paid by NZTE on the 20th calendar day of the month following the month it is received. NZTE's obligation to pay is subject to clauses 3.4 and 11.7.

3.4 If NZTE disputes an invoice, or any part of an invoice, that complies with clause 3.2, NZTE will pay the portion of the invoice that is not in dispute. NZTE may withhold payment of the disputed portion until the dispute is resolved.

4. Contract management

Changing the Contract Manager

4.1 If a Party changes their Contract Manager they must tell the other Party, in writing, the name and contact details of the replacement within 5 Business Days of the change.

5. Records, reports and information

Keeping Records

5.1 Both Parties must keep and maintain full and accurate Records relating to this Contract and delivery of the Services. The Records must be easy to access and kept safe.

5.2 The Records must be accessible to NZTE during the length of the Contract and for 7 years after the End Date.

Reports

5.3 The Service Provider must prepare and give to NZTE the reports stated in Schedule 1, by the due dates stated in Schedule 1.

Information

5.4 The Service Provider must give to NZTE any Records or other information reasonably requested by NZTE.

5.5 All information provided by the Service Provider must be in a format that is usable by NZTE, and delivered within a reasonable time of the request.

5.6 The Service Provider must co-operate with NZTE to provide information immediately if the information is required by NZTE to comply with an enquiry, or its statutory, parliamentary or other reporting obligations.

6. The contractual relationship

Permission to transfer rights or obligations

6.1 The Service Provider may transfer any of its rights or obligations under this Contract only if it has NZTE's prior

written approval. NZTE will not unreasonably withhold its approval.

No partnership, agency or employment

6.2 Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Service Provider is responsible for the liability of its own, and its Personnel's salary, wages, holiday or redundancy payments and any GST, corporate, personal and withholding taxes, ACC premiums or other levies attributable to the Service Provider's business or the engagement of its Personnel.

Neither Party can represent the other

6.3 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

Non-exclusive appointment

6.4 The Parties agree that:

- (a) the Service Provider's appointment under this Contract is non-exclusive; and
- (b) NZTE may appoint third parties to provide services or deliverables similar to, or identical with, the Services or Deliverables at any time, or may provide them itself.

7. Subcontractors

Rules about subcontracting

7.1 The Service Provider must not enter into a contract with someone else to deliver any part of the Services without NZTE's prior written approval. The Service Provider must use good procurement practice in letting any subcontract. Good procurement practice means acting with integrity, being open, fair and accountable and achieving value for money.

The Service Provider's responsibilities

7.2 The Service Provider is responsible for ensuring the suitability of any Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Services being subcontracted.

7.3 The Service Provider must ensure that:

- (a) each Subcontractor is fully aware of the Service Provider's obligations under this Contract; and
- (b) any subcontract it enters into is on terms that are consistent with this Contract.

7.4 The Service Provider continues to be responsible for delivering the Services under this Contract even if any aspects of the Services are subcontracted.

8. Insurance

Service Provider to cover own risks

8.1 It is the Service Provider's responsibility to take out and maintain insurance coverage for the length of this Contract, and for a period of three years after the End Date, in amounts and against risks that are normal for businesses similar to that of the Service Provider, including insurance against public liability and property damage and, where professional advice is provided, professional indemnity insurance.

8.2 Within 10 Business Days of a request from NZTE the Service Provider must provide a copy of the insurance policy and a certificate proving that it is current.

9. Conflicts of Interest

Avoiding Conflicts of Interest

9.1 The Service Provider warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract.

9.2 The Service Provider must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to tell NZTE

9.3 The Service Provider must tell NZTE immediately, and in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing how it will be managed. Each Party must pay their own costs in relation to managing a Conflict of Interest.

10. Resolving disputes

Steps to resolving disputes

10.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under or in connection with this Contract. The following process will apply to disputes:

- (a) a Party must notify the other if it considers a matter is in dispute.
- (b) the Contract Managers will attempt to resolve the dispute through direct negotiation.
- (c) if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers, or equivalent, for resolution.
- (d) if the senior managers, or equivalent, have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation under clause 10.2 or some other form of alternative dispute resolution.

10.2 If a dispute is referred to mediation under this clause 10.2, the mediation will be conducted:

- (a) by a single mediator agreed by the Parties, or if they cannot agree, appointed by the Chair of LEADR New Zealand Inc (Lawyers Engaged in Alternative Dispute Resolution);
- (b) on the terms of the LEADR New Zealand Inc standard mediation agreement; and
- (c) at a fee to be agreed by the Parties, or if they cannot agree, at a fee determined by the Chair of LEADR New Zealand Inc.

10.3 Each Party will pay its own costs of mediation under clause 10.2.

Obligations during a dispute

10.4 If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

Taking court action

10.5 Each Party agrees not to start any court action in relation to a dispute until they have complied with the process described in clause 10.1, unless court action is necessary to preserve a Party's rights.

10.6 Each Party submits to the exclusive jurisdiction of the courts of New Zealand in relation to any dispute or difference arising out of or in connection with this Contract, or any question about its existence, breach, termination or invalidity.

11. Ending this Contract

No fault termination

11.1 NZTE may terminate this Contract:

- (a) at any time by giving 20 Business Days' Notice to the Service Provider; or
- (b) immediately by giving Notice to the Service Provider if the termination is due to a change in government policy or a change in appropriation.

Immediate termination

- 11.2 NZTE may terminate this Contract immediately, by giving Notice, if the Service Provider:
- (a) becomes bankrupt or insolvent;
 - (b) has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed;
 - (c) becomes subject to any form of external administration;
 - (d) ceases for any reason to continue in business or to deliver the Services;
 - (e) is unable to deliver the Services for a period of 20 Business Days or more due to an Extraordinary Event;
 - (f) is in breach of any of its obligations under this Contract and the breach cannot be remedied;
 - (g) repeatedly fails to perform or comply with its obligations under this Contract whether those obligations are minor or significant;
 - (h) does something, or fails to do something, that, in NZTE's opinion, results in damage to NZTE's reputation or business, or the reputation or business of the New Zealand government;
 - (i) has a Conflict of Interest that in NZTE's opinion is so material as to impact adversely on the delivery of the Services, NZTE or the New Zealand government; or
 - (j) provides information to NZTE that is misleading or inaccurate in any material respect.

If a breach has not been remedied

- 11.3 If a Party fails to meet the requirements of this Contract (Defaulting Party) and the other Party (Non-defaulting Party) reasonably believes that the failure can be remedied, the Non-defaulting Party must give a Notice (Default Notice) to the Defaulting Party.
- 11.4 A Default Notice must state:
- (a) the nature of the failure;
 - (b) what is required to remedy it; and
 - (c) the time and date by which it must be remedied.
- 11.5 The period allowed to remedy the failure must be reasonable given the nature of the failure.
- 11.6 If the Defaulting Party does not remedy the failure as required by the Default Notice, the Non-defaulting Party may terminate this Contract immediately by giving a further Notice.
- 11.7 If NZTE gives a Default Notice to the Service Provider NZTE may also do one or both of the following things:
- (a) withhold any payment of Fees due until the failure is remedied as required by the Default Notice; and/or
 - (b) if the failure is not remedied as required by the Default Notice, deduct a reasonable amount from any Fees due to reflect the reduced value of the Services to NZTE.

Service Provider's obligations

- 11.8 On giving or receiving a Notice of termination, the Service Provider must:
- (a) stop providing the Services;
 - (b) comply with any conditions contained in the Notice; and
 - (c) immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- 11.9 On termination or expiry of this Contract, the Service Provider must, if requested by NZTE, immediately return or securely destroy all Confidential Information and other material or property belonging to NZTE.

Consequences of termination or expiry of this Contract

- 11.10 The termination or expiry of this Contract does not affect those rights of each Party which:
- (a) accrued prior to the time of termination or End Date; or
 - (b) relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or End Date.
- 11.11 If this Contract is terminated NZTE will only be liable to pay Charges that were due for Services delivered before the effective date of termination.

Handing over the Services

- 11.12 The Service Provider will, within 10 Business Days of receiving Notice of termination, provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to NZTE, or any person appointed by NZTE.
- 11.13 If the Parties agree the Service Provider will provide additional assistance to support any replacement service provider to deliver the Services. This support may be for a period of up to 3 months from the date of termination and at a reasonable fee to be agreed between the Parties, based on the fees and expenses stated in this Contract.

12. Intellectual Property Rights

Ownership of Intellectual Property Rights

- 12.1 Pre-existing Intellectual Property Rights remain the property of their current owner.
- 12.2 New Intellectual Property Rights in the Deliverables become the property of NZTE when they are created.
- 12.3 The Service Provider grants to NZTE a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by NZTE. This licence includes the right to use, copy, modify and distribute the Deliverables.

Service Provider indemnity

- 12.4 The Service Provider warrants that it is legally entitled to do the things stated in clause 12 with the Intellectual Property Rights in the Deliverables.
- 12.5 The Service Provider indemnifies NZTE and all other public service agencies in respect of any expenses, damage or liability incurred by NZTE in connection with any third party claim that the delivery of the Services or Deliverables to NZTE, or NZTE's use of them, infringes a third party's rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

13. Confidential Information

Permission to release Confidential Information

- 13.1 Each Party undertakes not to use or disclose the other Party's Confidential Information to any person or organisation other than:
- (a) to the extent that use or disclosure is necessary for the purposes of providing the Services;
 - (b) if the other Party gives prior written approval to the use or disclosure;
 - (c) if the use or disclosure is required by law (including under the Official Information Act 1982) or parliamentary convention; or
 - (d) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

Obligation to inform staff

- 13.2 Each Party will ensure that their Personnel:
- (a) are aware of the confidentiality obligations in this Contract; and

- (b) do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

14. Notices

Delivery of Notices

- 14.1 All Notices to a Party must be delivered by hand or sent by post, courier or facsimile to that Party's address for Notices stated in Schedule 1.
- 14.2 Notices must be signed by the appropriate manager or person having authority to do so.

Receipt of Notices

- 14.3 A Notice will be considered to be received:
- (a) if it is delivered by hand, on the date it is delivered;
 - (b) if it is sent by post within New Zealand, on the 3rd Business Day after the date it was sent;
 - (c) if it is sent by post internationally, on the 7th Business Day after the date it was sent;
 - (d) if it is sent by courier, on the date it is delivered; or
 - (e) if it is sent by fax, on the sender receiving a fax machine report that it has been successfully sent.
- 14.4 A Notice received after 5pm on a Business Day, or on a day that is not a Business Day, will be considered to be received on the next Business Day.

15. Extraordinary Events

No fault if failure to deliver

- 15.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

Obligations of the affected Party

- 15.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- (a) the nature of the circumstances giving rise to the Extraordinary Event;
 - (b) the extent of that Party's inability to perform under this Contract;
 - (c) the likely duration of that non-performance; and
 - (d) what steps are being taken to remedy, or reduce the impact of the Extraordinary Event on the delivery of Services.

Alternative arrangements

- 15.3 NZTE may, after consulting with the Service Provider, make alternative arrangements to ensure performance of the Services during the period affected by the Extraordinary Event, including engaging alternative service providers. If NZTE makes alternative arrangements, it does so at its own cost.

Termination of Contract

- 15.4 If a Party is unable to perform any of its obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

16. General

Changes to this Contract

- 16.1 Any change to this Contract, including an extension of length of time of this Contract, or a change to the scope of the Services, must be in writing and signed by both Parties. A change can be made at any time after this Contract has been signed by both Parties.

This is the entire Contract

- 16.2 This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were verbal or in writing.

Waiver

- 16.3 If a Party breaches this Contract and the other Party delays enforcing its rights resulting from the breach that:
- (a) does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
 - (b) does not prevent the other Party from exercising its rights resulting from the breach at a later time.

New Zealand law, currency and time

- 16.4 Except where Schedule 1 states otherwise, this Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

Publication of Information about this Contract

- 16.5 The Service Provider may disclose the existence of this Contract but must obtain NZTE's prior written approval before making reference to NZTE or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.
- 16.6 Each Party undertakes not to post on websites, social networking sites or publicly display objectionable or derogatory comments about the Services, this Contract, each other, or any of their Personnel and to ensure that their Personnel do not do so.

Clauses that remain in force

- 16.7 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 5 (Records, reports and information), 8 (Insurance), 10 (Resolving disputes), 11 (Ending this Contract), 12 (Intellectual Property Rights), 13 (Confidential Information), 16 (General) and 17 (Definitions).

17. Definitions

- 17.1 When used in this Contract the following words in bold have the meaning beside them.

Approved Personnel A person who is engaged by the Service Provider to deliver the Services and is named in Schedule 1. The Service Provider must use this person in the delivery of the Services and cannot change them without first obtaining NZTE's written approval.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Charges The total amount payable by NZTE to the Service Provider as stated in Schedule 1. The Service Provider Charges include Fees and any Expenses and Daily Allowances stated in Schedule 1. Charges are payable on successful delivery of the Services provided a valid Tax Invoice has been submitted.

Confidential Information Information that

- (a) is by its nature confidential;
- (b) is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
- (c) is provided by either Party, or a third party 'in confidence';
- (d) either Party knows or ought to know is confidential; or
- (e) is commercially sensitive to either Party.

Conflict of Interest A conflict of interest happens if a person's personal interests or obligations conflict with the responsibilities of their job or position. It means that their independence, objectivity or impartiality can be called into question. While conflicts of interest should be avoided wherever possible, conflicts often happen without anyone being at fault. It is not the emergence of a conflict

of interest which is an issue, it is how it is managed that counts. A conflict of interest may be:

- (a) actual: where the conflict currently exists;
- (b) potential: where the conflict is about to happen, or could happen; or
- (c) perceived: where other people may reasonably think that a person is compromised.

Contract The legal agreement between NZTE and the Service Provider that comprises this document and includes all Schedules, Variations and attachments.

Contract Manager The person named in Schedule 1 as the Contract Manager who is responsible for managing this Contract on behalf of one of the Parties. The Contract Managers are the day to day contacts for routine communications regarding this Contract and the Services. They are responsible for:

- (a) managing the relationship between the Parties;
- (b) overseeing the effective implementation of this Contract; and
- (c) acting as a first point of contact for any issues that arise.

Daily Allowance An allowance to cover accommodation, meals and incidentals for the Service Provider's Personnel if they are required, in order to deliver the Services, to travel overnight away from their normal place of business.

The amount of any Daily Allowance must be agreed to in Schedule 1. A Daily Allowance is similar to a per diem.

Daily Rate If the Service Provider's fee rate is expressed as a daily rate this is the fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours. The Service Provider will be paid for travel time, other than normal commuting time.

Deliverables A tangible output resulting from the delivery of the Services. Specific deliverables are stated in Schedule 1. A deliverable may be a document, a piece of equipment, goods, information, or data stored by any means including all copies and extracts of the same.

End Date The date this Contract is due to end as stated in Schedule 1.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- (a) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- (b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; and
- (d) contamination by radio-activity from nuclear substances or germ warfare or any other such hazardous properties.

Expenses Any actual and reasonable out-of-pocket costs incurred by the Service Provider in the delivery of the Services and agreed to in Schedule 1.

Fees The amount payable to the Service Provider for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any expenses and allowances.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Hourly Rate If the Service Provider's fee rate is expressed as an hourly rate this is the fee payable for each hour spent in the delivery of the Services.

Intellectual Property Rights An intangible asset that consists of human knowledge or ideas. Some examples are patents, copyrights, trademarks, design, software and similar industrial,

commercial or artistic property. It can include modifications, upgrades and versions.

Milestone A phase or stage in the delivery of Services resulting in a measurable output. Payment of fees is usually due on the satisfactory delivery of a milestone.

Notice A formal or legal communication from one Party to the other. It must be in writing and meet the requirements of clause 14 (Notices).

Personnel All individuals engaged by either Party in relation to this Contract, or the delivery of the Services, including the Approved Personnel. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants, specialists, technical support and co-opted or seconded staff.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of this Contract or outside the scope of this Contract. It does not cover later modifications, adaptations or additions.

Records All information and data necessary for the management of this Contract and the delivery of Services. It includes reports, invoices, letters, e-mails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Services All work, tasks and Deliverables stated in Schedule 1 that the Service Provider must perform and deliver under this Contract.

Schedule An attachment to this Contract with the title 'Schedule'. All Schedules are part of this Contract.

Start Date The date when this Contract starts. Services must not be delivered before the Start Date.

Subcontractor A person, business, company or organisation contracted by the Service Provider to deliver or perform part of the Service Provider's obligations under this Contract.

Service Provider The person, business, company or organisation named as the Service Provider in page 1. It includes its Personnel, successors, and permitted assignees.

Tax Invoice The Service Provider must invoice NZTE for the Services. The invoice must be a valid Tax Invoice which means it must:

- (a) clearly show all GST due;
- (b) be in New Zealand currency;
- (c) be clearly marked 'Tax Invoice';
- (d) include the Service Provider's name and GST number, if the Service Provider has one;
- (e) include NZTE's name and address and marked for the attention of NZTE's Contract Manager, or such other person stated in Schedule 1;
- (f) record the date the invoice was issued; and
- (g) name this Contract and a description of the Services supplied including the amount of time spent in the delivery of the Services if payment is based on an Hourly or Daily Rate.

The invoice must also include the following details:

- (a) include NZTE's purchase order number if there is one;
- (b) correctly calculate the Charges due; and
- (c) be supported by GST receipts if Expenses are claimed and any other verifying documentation reasonably requested by NZTE.

Variation A written agreement signed by both Parties that changes any aspect of this Contract.



VARIATION AGREEMENT #1: CONTRACT FOR SERVICES – Access to and leverage of the Kea and World Class NZ (WCNZ) Networks

Parties

New Zealand Trade and Enterprise (NZTE)

Kiwi Expat Association Incorporated (Kea/Service Provider)

NZTE and the KEA/Service Provider are each a Party to the contract and are together the Parties.

Variation

NZTE and the Service Provider are parties to the Contract for Services – Access to and Leverage of the KEA and World Class NZ (WCNZ) Networks dated August 2014 (**Contract**).

The Parties agree to vary the Contract as set out in the attached Schedule of Changes to cover the Services, Deliverables and milestone payments for Year 2.

This Variation is effective from the Effective Date stated in the Schedule of Changes.

Subject to the changes made by this Variation, the terms and conditions of the Contract remain in effect.

Words used but not defined in this Variation have the same meaning as they do in the Contract.

Signatures

In signing this Contract each Party acknowledges that they have read and agree to be bound by it. The date of this contract is the later of the two dates below.

For and on behalf of **NZTE**:

Signature

Name: Peter Crisp

Position: CEO, NZTE

Date: 9/9/2015

For and on behalf of the **Service Provider**:

Signature

Name: Craig Donaldson

Position: CEO, Kea

Date: 9/9/2015

Schedule of Changes

Effective Date: 1 July 2015

Addition to Services Description Column

1. The Services Description column in Schedule 1 of the Contract is changed to add the following services and deliverables for Year 2:

In Year 2, the Services will include:

General

- Utilising Kea's digital channels to promote key NZTE, MBIE, Immigration New Zealand and key MFAT (specifically relating to NZ Aid and Safe Travel Advisory) messages.

Obligations specific to MBIE

- Supporting MBIE in scoping and building frameworks for the Science and Innovation cohort with the intention to connect New Zealand's and friends of New Zealanders in the science and innovation area.
- Connecting NZ businesses to Keas' global network – MBIE and Immigration NZ to channel relevant requests to the WCNZ Connection team.

Obligations specific to ENZ

- Utilising WCNZ and Kea databases to reach out to relevant alumni to attend Ministers China visit.
- Supporting ENZ's deliverable to build a database of 10,000 International Alumni, with a weighting towards China, by 30 June 2016.
- Building a subset of new WCNZ members who are non-New Zealanders and have studied in NZ; with the aim to reach 10 new inductions by 30 June 2016.
- Connecting ENZ Stakeholders to Keas' global network – ENZ to channel relevant requests to the WCNZ Connection team.

Obligations specific to MFAT

- Identifying and connecting WCNZ members who can strengthen the political and business constituency in the European Union for a Free Trade Agreement with New Zealand.
- Providing WCNZ member bios to Heads of Mission on request and making introduction where possible.

Obligations specific to NZTE

- Leveraging Kea / WCNZ channels for RWC 2015.
- Working with NZTE's People and Capability team to leverage Kea's channel for NZTE recruitment (NZTE to take lead).
- Connecting businesses to Keas' global network – NZTE to channel relevant requests to the WCNZ Connection team, including introductions with Regional Business Partner team and Foundation team.
- Offering Regional Director and Trade Commissioners a 2 hour immersion at the Kea office in Auckland.

Obligations specific to New Zealand Story (within NZTE)

- Generating stronger alignment with existing and available NZ story brand and across all social presentations, events, digital media and collateral.
- Arming WCNZ network with NZ Story tools to effectively advocate on behalf of NZ (Collateral to be provided by NZ Story).
- Cross referencing digital communications plans with all Government funders.

Additional

In addition, the Service Provider will:

- Develop a 3 year strategic plan approved by Kea's Board by 1 February 2016 (format to be agreed)
- Attend 3 meetings per annum (every 120 days) with the Government Funders, arranged by NZTE, in order to review progress, address any issues and identify further opportunities to leverage the networks.
- Seek input and suggestions from NZTE, MFAT and ENZ on prospective new WCNZ members.
- Provide the Government Funders, co-ordinated through NZTE, with two tables for the WCNZ Awards at no charge.
- Include one New Zealand Trade and Enterprise nominated person on the WCNZ Awards judging panel [*obligations specific to NZTE*].

Deliverables

The Service Provider will provide the following deliverables for Year 2 by the corresponding times and dates specified below:

Deliverable	Due times and dates
<p>T1 to T3 120 Reports will include:</p> <ul style="list-style-type: none"> - Online Community - headline figures and growth (i.e. Social Media Posts relating to NZ Inc events, initiatives), reach and level of engagement - Social Media / Newsletter report highlighting reference to NZ Inc agency messages - WCNZ member update - report on new members inducted (incl. short bio) - Progress towards the target of new subset of ENZ alumni in WCNZ network - Progress on Kea's support towards ENZ's deliverable towards ENZ international alumni database - Update on development of Science and Innovation Cohort cooperation (MBIE/Callaghan) - Update on new Connections made (new/closed) for NZ Inc partners - Progress on development and communication of 10 stories (across FY 15/16) relating to Kea's support to NZ Inc agencies or customers of NZ Inc agencies - Examples of NZ Story messaging for all NZ Inc interactions - Progress on connections made to support EU FTA - For T1 only – an update on progress for 3 year strategic planning. - For T2 only – an update on agreed 3 year strategic plan - For T3 only – an update on progress made on 3 year strategic plan 	<p>T1 Report: 9 November 2015</p> <p>T2 Report: 7 March 2016</p> <p>T3 Report: 4 July 2016</p>

Addition to the Tax Invoices Column

2. The Tax Invoices column in Schedule 1 of the Contract is changed to add the following payment milestones for Year 2:

Tax Invoices Reference Schedule 2 clause 3.2.	For Year 2, on the following milestone dates subject to completion of the Services and Deliverables to NZTE's reasonable satisfaction:		
	Milestones	Due date	Amount (\$ exc GST)
	Upon signing of this Variation	8 September 2015	\$300,000
	T1 Progress Report	9 November 2015	\$460,000
	T2 Progress Report	7 March 2016	\$460,000
	T3 Progress Report	4 July 2016	
	Total		\$1.22 million



CONTRACT FOR SPONSORSHIP

The Parties to this Contract

New Zealand Trade and Enterprise (NZTE)

And

Kiwi Expat Association Incorporated (Organiser/Kea)

NZTE and the Organiser are each a Party to the contract and are together the Parties.

The Contract

NZTE has agreed to provide the Organiser, and the Organiser has agreed to accept from NZTE, sponsorship for the initiative as defined in Schedule 1 (**Sponsorship**) in accordance with the terms and conditions set out in this contract for sponsorship (**Contract**). In this Contract, NZTE acts in its own capacity and on behalf of the following parties: Ministry of Foreign Affairs and Trade (**MFAT**) and Education New Zealand (**ENZ**). Collectively NZTE, MFAT and ENZ are the **Government Sponsors**.

The Government Sponsors, acting through NZTE, have appointed the Organiser to deliver the initiative under the terms and conditions of this Contract, and the Organiser accepts the appointment.

The Organiser agrees and acknowledges that its obligations under this Contract are owed to, and are for the benefit of, the Government Sponsors collectively unless the provision expressed states that the obligation is only owed to one or certain agencies.

Contract documents

This Contract consists of:

- | | |
|--------------------------------------|----------------------------|
| 1. this page and the signature page | Pages 1 & 2 |
| 2. the Contract Details | Schedule 1 |
| 3. the Standard Terms and Conditions | Schedule 2 (v. March 2011) |

How to read this Contract

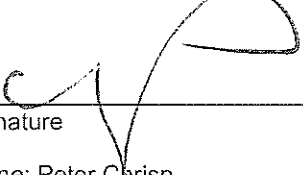
Together the above documents form the Contract. If there are any differences between the documents, Schedule 1 overrides Schedule 2. Clause numbers refer to clauses in Schedule 2.



Signatures

In signing this Contract each Party acknowledges that they have read and agree to be bound by it.
The date of this contract is the later of the two dates below.

For and on behalf of NZTE:



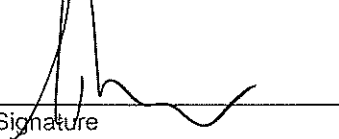
Signature

Name: Peter Crisp

Position: CEO, NZTE

Date: 2-9-16

For and on behalf of the Organiser:



Signature

Name: Craig Donaldson

Position: CEO, Kea

Date: 13-09-16

Schedule 1

Contract Details and Description of Sponsorship

Start Date	1 July 2016	Reference Schedule 2 clause 2	
Expiry Date	30 days after the Initiative expected date of 30 June 2020 (subject to annual reviews on the anniversary of the execution of this Contract)	Reference Schedule 2 clause 2	
Nominated Representatives	NZTE's Nominated Representative	Organiser's Nominated Representative	
	Name:	Ruth Macleod	Craig Donaldson
	Title / position:	Director Strategy Advisory Services, NZTE	CEO Kea
	Email:	Ruth.Macleod@nzte.govt.nz	s9(2)(a)
Addresses for Notices Reference Schedule 2 clause 6.5	NZTE's address	Organiser's address	
	For the attention of:	Corporate Counsel	Craig Donaldson
	c.c.	Ruth Macleod	Phil Veal
	Delivery Address:	Level 15, The Majestic Centre 100 Willis Street Wellington 6011	35 High Street, Auckland Effective 1 August 2016 Level 8, 139 Quay Street Auckland 1010
Organisers Reporting Requirements Reference Schedule 2 clause 4.1	Report to:	Type of report	Due date
	Nominated Representative	3 progress reports per Annum	10 November 2016 10 February 2017 10 July 2017 10 November 2017 10 February 2018 10 July 2018 Dates of reports in year 3 and 4 of this contract to be agreed between the Parties

<p>The Initiative</p>	<p><u>Introduction</u></p> <p>Kea is a not for profit organisation whose purpose is to connect with and motivate expatriate Kiwis and friends of New Zealand for the benefit of New Zealand.</p> <p>Following a review of Kea in November 2015 by the Ministry of Business Employment and Innovation, Kea's board have created a new strategy built on the vision to 'make high impact connections for the benefit of New Zealand'. The new strategy represents a refined focus from connecting to 1 million diaspora and leveraging the WCNZ network to one that focuses on connecting and leveraging 1000 World Class New Zealanders and creating a database of 10,000 'passionate advocates'.</p> <p>The Government Sponsors have been involved in the development of the new strategy which was signed off by Kea's Board in August 2016. A copy of the strategy is included as an annex to this agreement.</p> <p><u>Initiative</u></p> <p>The key objective of this Contract is to maintain a vibrant, engaged high calibre international network that can be accessed by New Zealanders for the benefit of New Zealand (Initiative).</p> <p>This Contract recognises Kea's new strategy and therefore includes Sponsorship Benefits that centred on building a deep understanding of people in the network, the connections they make and the outcomes of those connections.</p> <p>See Use of Sponsorship section for a detailed description of the Initiative</p>																				
<p>Amount of Sponsorship Reference Schedule 2 clause 1.1</p>	<p>The total amount of sponsorship is outlined below.</p> <table border="1" data-bbox="470 1254 1420 1870"> <thead> <tr> <th></th> <th>NZTE</th> <th>ENZ</th> <th>MFAT</th> </tr> </thead> <tbody> <tr> <td>Year 1 1 July 2016 to 30 June 2017</td> <td>\$620,000</td> <td>\$100,000</td> <td>\$100,000</td> </tr> <tr> <td>Year 2 1 July 2017 to 30 June 2018</td> <td>\$620,000</td> <td>\$100,000</td> <td>\$100,000</td> </tr> <tr> <td>Year 3 1 July 2018 to 30 June 2019</td> <td>\$620,000</td> <td></td> <td></td> </tr> <tr> <td>Year 4 1 July 2019 to 30 June 2020</td> <td>\$620,000</td> <td></td> <td></td> </tr> </tbody> </table>		NZTE	ENZ	MFAT	Year 1 1 July 2016 to 30 June 2017	\$620,000	\$100,000	\$100,000	Year 2 1 July 2017 to 30 June 2018	\$620,000	\$100,000	\$100,000	Year 3 1 July 2018 to 30 June 2019	\$620,000			Year 4 1 July 2019 to 30 June 2020	\$620,000		
	NZTE	ENZ	MFAT																		
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Year 3 1 July 2018 to 30 June 2019	\$620,000																				
Year 4 1 July 2019 to 30 June 2020	\$620,000																				

	<p>Sponsorship amounts are provided subject to the granting of the sponsor benefits detailed under Use of Sponsorship and Sponsor Benefits section. NZTE will carry out an annual review of the Initiative and the Organiser's performance on the annual anniversary of the execution of this Contract. NZTE may immediately terminate the Contract after an annual review:</p> <ul style="list-style-type: none"> (a) NZTE has previously communicated concerns in respect of Kea's delivery of the Initiative (including the sponsorship benefits) after reviewing each progress report, together with a list of action points to address the concerns; and (b) if in its reasonable opinion, the Initiative has not delivered the benefits originally anticipated. This termination right is in addition to the right of termination set out in clause 5.1 of Schedule 2. <p>It is anticipated the initiatives in Years 2, 3 and 4 of this Contract will be updated by a variation to reflect achievement of the initiatives as outlined below for Year 1.</p>
<p>Use of Sponsorship Reference Schedule 2 clause 1.2</p>	<p>Kea must use the Sponsorship to assist it with the organisation, promotion and delivery of the Initiatives, including the following:</p> <ol style="list-style-type: none"> 1. Developing a deep understanding of the individuals in the WCNZ network: their background, area of expertise, how they want to contribute and who they have supported (i.e. what connection have been made to the network member and the outcome of that connection). This network should be visible to all Government Sponsors. 2. Documenting the connection process that ensures connection requests are responded to within 48 hours and if required directed to other business support agencies. (e.g. ATEED or NZTE). The process should allow Kea to report against the number of connections made and the outcomes of those connection to its Board and Government Sponsors. 3. Relationship management: A network is reciprocal; Kea understands what motivates its members to contribute, in particular the '1000', and ensures it's in regular communication with its members and keeps them engaged. 4. Integrating the NZ Story in all aspects of Kea's marketing, promotion and events offshore as relevant and appropriate. KEA World Class Awards 2016 would be considered a best practice benchmark for relevant integration. Specifically, Kea agrees to deliver a consistent narrative through its channels, share supporting evidence and materials with the global network, and represent the NZ Story values throughout communications.
<p>Payment of Sponsorship Reference Schedule 2 clause 1.3</p>	<p>In accordance with Schedule 2 clause 1.3, NZTE will pay the Sponsorship based on the following:</p> <p>Year 1</p> <ul style="list-style-type: none"> (a) One payment of \$420,000 (plus GST) upon execution of the Contract by both Parties. (b) One payment of \$200,000 (plus GST) payable within 30 days of receipt of the Year 1 February progress report.

	<p>(c) One payment of \$200,000 (plus GST) payable within 30 days of receipt of the Year 1 July progress report.</p> <p>Year 2</p> <p>(a) One payment of \$420,000 (plus GST) when the Initiatives for Year 2 have been updated and a variation to this Contract for Year 2 has been signed by both Parties.</p> <p>(b) One payments of \$200,000 (plus GST) payable within 30 days of receipt of the Year 2 February progress report.</p> <p>(c) One payment of \$200,000 (plus GST) payable within 30 days of receipt of the Year 2 July progress report.</p> <p>Years 3 and 4</p> <p>Payment dates to be confirmed by a variation to this Contract.</p>
<p>Sponsor Benefits Reference Schedule 2 clause 1.1</p>	<p>Benefits to be provided by the Organiser to Government Sponsors include, but are not restricted to:</p> <ol style="list-style-type: none"> 1. 500 connections per annum to Kea's network members. 2. If the WCNZ Awards Dinner is held in 2017, provide two tables at no charge. 3. Three Progress Reports on the Initiatives. Each report must include the following: <ol style="list-style-type: none"> i) the number of connections and outcomes of those connections, highlighting which connections are business or government agency to network member or member to member connections; and ii) 10 examples of high impact connections where the connection facilitated by Kea has the potential to accelerate international growth. iii) progress on the Initiatives and Sponsorship Benefits. <p>Benefits to be provided by the Organiser to specific Government Sponsors include, but are not restricted to:</p> <p>ENZ</p> <ul style="list-style-type: none"> • ENZ and Kea to work together to develop a plan for communicating with New Zealand educated alumni on Kea's databases to encourage them to opt-into ENZ's alumni database and social media network. ENZ to implement through Kea's channels in association with Kea. To be planned and implemented by 30 January 2017. • Facilitate ENZ in-depth profiling and usage of WCNZ across range of media and channels, with these WCNZ advocating benefits of a NZ education. Minimum of 10 profiled by 30 June 2017. (ENZ to develop content profiles) • Provide light touch profiling (e.g. photo plus brief bio on website or social media) of an additional 20 or more WCNZ by 30 June 2017.

Communication with Government Sponsors

Kea's key points of contact with Government agencies are:

- Bill Dobbie (MFAT)
- Paul Irwin (ENZ)
- Rebecca Smith (NZ Story)
- Ruth Macleod (NZTE)

Before Kea undertakes any Initiatives requested by any of the Government Sponsors that could fall outside of the Sponsor Benefits outlined above, Kea should contact the relevant point of contact to confirm this aligns to the Sponsorship Benefits.

Schedule 2 (v. March 2011)

STANDARD TERMS AND CONDITIONS

1 Sponsorship

Amount of Sponsorship

1.1 NZTE will provide the Sponsorship as defined in Schedule 1 for the Initiative to be paid to the Organiser on the terms and conditions set out in this Contract. The Sponsorship is provided in consideration of sponsor benefits as listed in Schedule 1.

Use of Sponsorship

1.2 The Sponsorship must be used for the purpose or purposes specified in Schedule 1 and any other purpose which NZTE may approve in writing. The Organiser shall provide evidence to NZTE in such form and detail as NZTE, in its absolute discretion, may require as to how the Sponsorship is intended to be, is being and/or has been applied.

Payment of Sponsorship

1.3 Provided the Organiser complies with the terms of this Contract, the Sponsorship will be paid by NZTE to the Organiser on the dates or in the manner as specified in Schedule 1.

No underwriting

1.4 The Organiser acknowledges and agrees that NZTE is responsible for providing the Sponsorship only and is not liable in any way for the payment of any costs or expenses or for taking any other action associated with the Initiative.

2 Term

Term

2.1 This Contract will come into force on the date of its execution by both parties and will continue in force until the Expiry Date specified in Schedule 1 unless terminated earlier in accordance with this Contract.

3 Organiser Warranties

Representations

3.1 The Organiser warrants that all information, statements and representations it disclosed or made to NZTE in connection with itself and the Initiative, are true and correct, do not omit any material matter, and are not likely to mislead or deceive NZTE as to any material matter. The Organiser acknowledges that NZTE has entered into this Contract in reliance on the veracity of the information, statements and representations described above.

Promotion of NZTE

3.2 The Organiser will, subject to clause 3.3, ensure that NZTE is promoted as a sponsor in all media reporting and other material relating to the Initiative. Where NZTE so requests, the Organiser shall ensure that all such promotions feature NZTE's name, trademark(s) and logo(s) in a prominent position and fully recognise that NZTE is acting in the best interests of the community and the welfare of New Zealand through its support of the Initiative and the Organiser.

Prior Approval

3.3 The Organiser must obtain NZTE's prior written approval of any communication with, or statement, instruction or brief given or provided to the media covering the Initiative or any advertising campaign or promotional activity in relation to the Initiative including the use of NZTE's name, trademark(s) or logo(s).

Management of Initiative

3.4 The Organiser will conduct the Initiative in a professional, competent and prudent manner, and will not do anything, or fail to do anything that has the likely effect of adversely affecting the reputation, good standing or goodwill of NZTE, the NZTE trademark or the New Zealand industry in general.

4 Reports

Reports

4.1 The Organiser will:

- (a) Provide to NZTE a copy of any financial statements, report or newsletter it produces that concerns the performance of the Organiser or the Initiative as soon as possible after the time of its production and before its publication or disclosure to the public at large.
- (b) Within 30 working days of the conclusion of the Initiative, provide NZTE with:
 - (i) a written analysis of the success of the Initiative containing such information as NZTE reasonably requires; and
 - (ii) confirmation that the Sponsorship has been used for the purposes described in Schedule 1.
- (c) Where required by NZTE, provide NZTE with access to its records and personnel for the purposes of allowing NZTE to verify the contents of any documentation provided by the Organiser to NZTE, or to verify that the Sponsorship has been applied in accordance with this Contract.
- (d) Comply with all taxation obligations arising from the Sponsorship.

5 Termination

Termination

5.1 This Contract may be terminated at any time by NZTE in its absolute discretion if:

- (a) **Cancellation:** for any reason, the Initiative does not proceed or is unreasonably delayed;
- (b) **Initiative unlikely to deliver benefits:** in NZTE's reasonable opinion, the Initiative is unlikely to deliver the benefits originally anticipated (because of external factors such as terrorist activity restricting travel, or where registration has fallen materially short of expectations);
- (c) **Breach:** the Organiser breaches this Contract;
- (d) **Misconduct:** the Organiser, directly or indirectly, should be involved in any conduct which in the opinion of NZTE has damaged or could damage



the reputation, good standing or goodwill of NZTE, its name, trademark(s) or logo(s), or New Zealand industry generally;

(e) **Public controversy:** the Organiser, directly or indirectly, is involved in any public controversy which in the opinion of NZTE has adversely affected or could adversely affect the Organiser, NZTE, the Initiative, or New Zealand industry generally;

(f) **Insolvency:** the Organiser is unable to pay its debts and liabilities when due or makes an assignment for the benefit of its creditors or becomes bankrupt or insolvent or goes into liquidation or has a receiver, trustee, administrator or other similar official appointed; and

(g) **Crown Direction:** a Ministerial direction is given to NZTE pursuant to section 103 of the Crown Entities Act or a change in Government, change in Government policy, or change in legislation, means the Initiative or the provision of the Sponsorship is no longer legal, permitted or viable.

Consequences of termination

5.2 On termination of this Contract under an Initiative specified in clause 5.1:

(a) **Rights cease and survive:** the rights and obligations set out under this Contract shall cease, and, in particular, NZTE shall have no obligation to pay any further instalments of the Sponsorship; and

(b) **Repayment:** the Organiser will immediately return to NZTE any part of the Sponsorship that has not been applied by the Organiser at the date of termination. Where NZTE has terminated the Contract under clause 5.1(b) or (c), the full amount of the Sponsorship shall immediately be repaid to NZTE, whether applied by the Organiser or not.

6 Miscellaneous

Confidentiality

6.1. Subject to clause 6.2, neither party will make use of or disclose to any third party any information of a confidential nature concerning the other party, except:

(a) with the prior consent of the other party; or

(b) to the extent necessary to perform its obligations under this Contract; or

(c) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the parties.

6.2 The Organiser acknowledges that the information contained in this Contract and any other information held by NZTE in relation to this Contract, the Organiser or the Initiative is official information under the Official Information Act 1982 and may be required to be used or disclosed as required by law, Ministers or parliamentary questions.

Waiver

6.3 No failure, delay or indulgence on the part of either party in exercising any power or right conferred upon such party under this Contract shall operate as a waiver of such power or right. No waiver of a power or right conferred upon a party under this Contract is effective unless it is in writing.

Notices

6.4 Each notice or other communication under this Contract required to be in writing, is to be made by email, facsimile, personal delivery or by post to the relevant nominated representative.

No partnership or agency

6.5 Nothing in this Contract or in the relationship between the parties is to be construed as creating a partnership or subjecting either party to the liabilities of the other. The Organiser is not the agent of NZTE nor will it hold itself out as the agent of NZTE in its dealings with third parties. The Organiser will not incur any obligations or make any promises or any public statement on behalf of NZTE except with the prior written consent of NZTE.

Costs

6.6 Subject to any other provision of this Contract, each party shall pay its own costs of and incidental to, the negotiation, preparation, execution, and amendment of this contract.

Amendments

6.7 No amendment to this Contract is effective unless it is in writing and signed by both parties.

Assignment

6.8 The Organiser shall not assign its rights or obligations under this Contract without the written consent of NZTE. NZTE may assign its rights and obligations under this Contract.

Governing law and jurisdiction

6.9 This Contract is governed by New Zealand law and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Contract.

Entire Contract

6.10 This Contract comprises the entire agreement between the parties and supersedes all previous contracts or understandings relating to the subject matter of this Contract.

Variation #1 to Agreement

Agreement means the Contract for Sponsorship between the Parties

Dated: 1 July 2016

Parties

New Zealand Trade and Enterprise (NZTE)

and

Kiwi Expat Association Incorporated (Organiser/Kea)

Variation

NZTE and the Organiser are parties to the Agreement.

The Parties agree to vary the Agreement as set out in the attached Schedule of Changes.

This Variation is effective from the Effective Date stated in the Schedule of Changes.

Subject to the changes made by this Variation, the terms and conditions of the Agreement remain in effect.

Words used but not defined in this Variation have the same meaning as they do in the Agreement.

Signatures

Signed for and on behalf of
NZTE:

Signature

Name: Pete Chrisp

Position: CEO, NZTE

Date: 30/10/2017.

Signed for and on behalf of
the Organiser:

Signature

Name: Craig Donaldson

Position: CEO, Kea

Date:

Schedule of Changes

Effective Date: 1 July 2017

Changes

Change to Amount of Sponsorship

- The table in the "Amount of Sponsorship" column in the Special Terms is deleted in its entirety, and replaced with the following:

Amount of Sponsorship Reference Schedule 2 clause 1.1	The total amount of sponsorship is outlined below:			
		NZTE	ENZ	MFAT
	Year 1 1 July 2016 to 30 June 2017	\$620,000	\$100,000	\$100,000
	Year 2 1 July 2017 to 30 June 2018	\$620,000	\$100,000	\$100,000
	Year 3 1 July 2018 to 30 June 2019	\$620,000		Proposal submitted
Year 4 1 July 2019 to 30 June 2020	\$620,000		Proposal submitted	
Payment timeframes for Year 2 to be applied as follows: (a) one payment of \$420,000 (plus GST) when the Variation to the Contract for Year 2 has been signed by both Parties. (b) one payment of \$200,000 (plus GST) payable within 30 days of receipt of the 10 November progress report. (c) one payment of \$190,000 (plus GST) payable within 30 days of receipt of the 10 February progress report. (d) one payment of \$10,000 (plus GST) payable with 30 days of receipt of the 10 July progress report. Final invoice to be submitted to NZTE no later than 30 June 2018.				

- The final paragraph in the "Amount of Sponsorship" column in the Contract Details is deleted in its entirety and replaced with:

"It is anticipated the Initiatives in Years 2, 3 and 4 of this Contract will be updated by a variation to reflect achievement of the Initiatives as outlined below for the previous year."

Change to Use of Sponsorship

- Paragraphs numbered 1 and 2 are deleted, and the following words are inserted at the end of the final paragraph numbered 4 in the "Use of Sponsorship" column in the Contract Details:

"In addition to providing introductions to appropriate WCNZers, providing NZ Story with the opportunity to feature these globally recognisable people in NZ Story videos that will be shared online."

Change to Sponsor Benefits

4. The entire Sponsor Benefits column in the Special Terms is deleted in its entirety, and replaced with the following:

<p>Sponsor Benefits</p> <p>Reference Schedule 2, clause 1.1</p>	<p>Benefits to be provided by the Organiser to Government Sponsors include, but are not restricted to:</p> <ol style="list-style-type: none">1. 500 connections (that is where an individual or organisation is introduced to a member of the Kea network) per annum provided to Kea's network members.2. Priority invitation to the AUT/Kea event in New York City in November 2017. NZTE will pay to attend this event and Kea will reserve two tables of 10 for NZTE and its nominated attendees/contacts.3. Two tables (at no charge) at the annual WCNZ Awards dinner4. Provide NZTE with regular updates in the progress reports set out in the Organiser's Reporting Requirements on the 'ecosystem' work being undertaken by Kea in conjunction with KPMG, which is in particular relevant to NZTE's Start and Build customers and the Regional Business Programme (which is jointly funded by NZTE and Callaghan Innovation).5. Three progress reports on the Initiative provided at the times specified in the Organiser's Reporting Requirements in the Agreement. Each report must contain the following:<ol style="list-style-type: none">(i) The number of connections and outcomes of those connections, highlighting which connections are business or government agency to network member, or member to member connections;(ii) 10 examples of high impact connections where connection facilitated by Kea has potential to accelerate international growth; and(iii) Progress on the Initiative and Sponsorship Benefits. <p>Benefits provided by the Organiser to specific Government Sponsors include, but are not limited to:</p> <p>ENZ</p> <p>ENZ and Kea will work together to develop a plan for communicating with New Zealand educated alumni on Kea's databases to encourage them to opt-into ENZ's alumni database and social media network. ENZ will implement this through Kea's channels in association with Kea by 30 June 2018</p> <p>Kea will facilitate ENZ in-depth profiling and usage of WCNZ across a range of media and channels, including events and other in-market activities, with these WCNZ advocating benefits of an NZ education. ENZ will brief Kea on the specific requirements and Kea will recommend potential WCNZ for profiling. ENZ may profile (in its sole discretion) up to 10 WCNZ by 30 June 2018 each year.</p>
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Kea will provide light-touch profiling, for example a photo plus a brief bio on Kea's website or social media, of an additional 20 or more WCNZ by 30 June 2018.

Communication with Government Sponsors

Kea will provide NZTE advance notice of international visits (except in EU and China where Kea have team members that work closely with NZ Inc in those regions).

Kea will advise each of the Government Sponsors, using the contacts below, at least six weeks prior to planned international visits to allow the Government Sponsors time to identify key personnel that Kea should liaise with and ensure timing works for NZ Inc teams in those markets.

Kea's key points of contact with Government Agencies are:

- Bill Dobbie (MFAT)
- Paul Irwin (ENZ)
- Rebecca Smith (NZ Story)
- Ruth Macleod (NZTE)

Before Kea undertakes any Initiatives requested by any of the Government Sponsors that could fall outside of the Sponsor Benefits outlined above, Kea will contact the relevant point of contact to confirm that those Initiatives align to the Sponsorship Benefits.

Variation #2 to Agreement

Contract means the Contract for Sponsorship between the Parties

Dated: 1 July 2016, as amended on 8 September 2016

Parties

New Zealand Trade and Enterprise (NZTE)

and

Kiwi Expat Association Incorporated (Service Provider)

Variation

1. NZTE and the Service Provider are parties to the Contract.
2. The Parties agree to vary the Contract as set out in the attached Schedule of Changes.
3. This Variation is effective from the Effective Date stated in the Schedule of Changes.
4. Subject to the changes made by this Variation, the terms and conditions of the Contract remain in effect.
5. Words used but not defined in this Variation have the same meaning as they do in the Contract.

Signatures

Signed for and on behalf of
NZTE:



Signature

Name: Peter Chrisp

Position: CEO, NZTE

Date: 23/11/2018

Signed for and on behalf of
the **Service Provider**



Signature

Name: Craig Donaldson

Position: Global CEO, Kea

Date:

Schedule of Changes

Effective Date: 1 July 2018

Changes

Change to Government Sponsors

From the Effective Date:

1. the definition of Government Sponsors on the first page of the Contract is amended to include Tourism New Zealand (**Tourism NZ**) and the Ministry of Business Employment and Innovation (**MBIE**); and
2. ENZ ceases to be a Government Sponsor under this Contract.

Change to Organiser's Reporting Requirements

3. The following is inserted into the cell to the right of the "Organiser's Reporting Requirements" in Schedule 1 and immediately below "Due date" :

"Year 3:

30 November 2018

10 February 2019

10 July 2019."

Change to Amount of Sponsorship

4. The 'Year 3' and 'Year 4' rows in the cell to the right of the "Amount of Sponsorship" in Schedule 1 are deleted in their entirety and replaced with the following:

	NZTE	ENZ	MFAT	Tourism NZ	MBIE
Year 3 1 July 2018 to 30 June 2019	\$620,000	N/A	\$100,000	\$50,000	N/A
Year 4 1 July 2019 to 30 June 2020	\$620,000*	N/A	\$200,000*	\$25,000*	\$200,000*
* <u>New Contract for Sponsorship:</u> In consultation with MFAT, Tourism NZ, and MBIE, the parties will endeavour to agree a new contract for sponsorship to take effect from 1 July 2019 through to 30 June 2023, including with respect to the indicative Year 4 amounts starred above.					

Payment timeframes for Year 3 are as follows:

- (a) One payment of \$420,000 (plus GST) effective on signing this variation.
- (b) One payment of \$200,000 (plus GST) payable within 30 days of NZTE's receipt of the 30 November 2018 progress report.
- (c) One payment of \$140,000 (plus GST) payable within 30 days of NZTE's receipt of the 10 February 2019 progress report.

Kea will provide NZTE advance notice of international visits by Kea personnel (except in EU and China where Kea has team members that work closely with NZ Inc in those regions).

Kea will advise each of the Government Sponsors, using the contacts below, at least six weeks prior to planned international visits to allow the Government Sponsors time to identify key personnel that Kea should liaise with and ensure timing works for NZ Inc teams in those markets.

Kea's key points of contact with Government Agencies are the following, or as otherwise notified to Kea:

- *Bill Dobbie (MFAT)*
- *Rebecca Smith (NZ Story)*
- *Ruth Macleod (NZTE)*
- *Rebecca Ingram (Tourism NZ)*

Before Kea undertakes any initiatives requested by any of the Government Sponsors that could fall outside of the Sponsor Benefits outlined above, Kea will contact the relevant point of contact to confirm that those initiatives align to the Sponsorship Benefits."



CONTRACT FOR SPONSORSHIP – For access, engagement and management of the Kea network

Parties

New Zealand Trade and Enterprise	(Sponsor or NZTE)
Kiwi Expat Association Incorporated	(Organiser)

The Contract

The Sponsor has agreed to provide the Organiser, and the Organiser has agreed to accept from the Sponsor, sponsorship for the initiative as defined in Schedule 1 (**Sponsorship**) in accordance with the terms and conditions set out in this contract for sponsorship (**Contract**).

Contract documents

This Contract consists of:

- | | |
|--------------------------------------|--------------------------------|
| 1. this page and the signature page | Pages 1 & 2 |
| 2. the Contract Details | Schedule 1 |
| 3. the Standard Terms and Conditions | Schedule 2 (v. September 2016) |
- ([CLICK hyperlink here](https://www.nzte.govt.nz/en/schedule-2-sponsorship-agreement-standard-terms-and-conditions-v-september-2016/) or search <https://www.nzte.govt.nz/en/schedule-2-sponsorship-agreement-standard-terms-and-conditions-v-september-2016/>)

How to read this Contract

Together the above documents form the Contract. If there are any differences between the documents, Schedule 1 overrides Schedule 2. Clause numbers refer to clauses in Schedule 2.

Signatures

In signing this Contract each Party acknowledges that they have read and agree to be bound by it. The date of this contract is the later of the two dates below.

For and on behalf of **NZTE:**

Signature

Name: Peter Chrisp

Position: CEO

Date:

For and on behalf of the **Kea:**

Signature

Name: Craig Donaldson

Position: CEO

Date:

Schedule 1 - Contract

Details and Description of Services

Background

Together NZTE, Ministry of Foreign Affairs and Trade (MFAT), Ministry of Business, Innovation and Employment (MBIE), and Tourism New Zealand (TNZ) (together the **NZ Inc. Parties**) have agreed to provide sponsorship to KEA as set out in this Agreement. The NZ Inc. Parties have agreed that NZTE will enter into this Agreement on behalf of the NZ Inc. Parties.

Start Date Reference Schedule 2 clause 2.1

1 July 2019

End Date Reference Schedule 2 clause 2.1

When the Services have been completed to NZTE's satisfaction (expected date of 30 June 2023).

Description of Initiative

The purpose of this initiative is to provide the NZ Inc. Parties with access to Kea's network for NZ business, government and the wider community in order to "unlock opportunities for NZ", by providing

- New Zealand businesses with connections to members of Kea's network who are able to offer guidance and insights; and
- New Zealand Government agencies (including the NZ Inc. Parties) with connections to Kea's network in support of government initiatives.

Amount of Sponsorship Reference Schedule 2 clause 1.1

The amount of Sponsorship to be provided by the Sponsor is \$1,045,000 in Year 1 (plus GST). The Sponsorship is provided subject to the Organiser granting to the Sponsor the Sponsor Benefits as detailed in Schedule 1.

It is anticipated that the Sponsor Benefits in years 2, 3 and 4 may change. If the Sponsor Benefits change, a contract variation will be entered into by the Parties prior to any further Sponsorship being paid by the Sponsor.

Funding for the remaining years (subject to the granting of Sponsor Benefits as set out above) is outlined below:

	2019/20 (Year 1)	20/21 (Year 2)	21/22 (Year 3)	22/23 (Year 4)
NZTE	620,000	620,000	620,000	620,000
MFAT	200,000	200,000	200,000	200,000
MBIE	200,000	200,000	200,000	200,000
TNZ	25,000			
Total	1,045,000	1,020,000	1,020,000	1,020,000

Use of Sponsorship Reference Schedule 2 clause 1.2

The Organiser must use the Sponsorship to assist it with the organisation, promotion and delivery of the Initiative, including the following:

Maintain and curate an engaged network of World Class New Zealanders and 'high impact' New Zealanders and friends of NZ.

Payment of Sponsorship Reference Schedule 2 clause 1.3

In accordance with Schedule 2 clause 1.3, the Sponsor will pay the Sponsorship based on the following:

- (a) One payment of \$300,000 (plus GST) on signing of this Agreement by both Parties by 20 December 2019.

AND

- (b) One payment of \$300,000 (plus GST) payable within 30 days of:
- i. the second report being delivered to NZTE by 28 February 2020; and
 - ii. NZTE being satisfied (as determined by NZTE) that the second report (as set out below) meets NZTE's requirements.

AND

- (c) One payment of \$300,000 (plus GST) payable within 30 days of a meeting being held between the Organiser and the NZ Inc. Parties in March 2020 to refine the Sponsor Benefits available to the Sponsor under this Agreement or any subsequent variations to this Agreement (as further set out below under Sponsor Benefits).

AND

- (d) One payment of \$145,000 (plus GST) on receipt of the final report, satisfactory to NZTE (as determined by NZTE) which is due on 20 June 2020.

Sponsor Benefits Reference Schedule 2 clause 1.1

Benefits to be provided by the Organiser to the Sponsor and the remaining NZ Inc. Parties, include but are not restricted to:

- **Connections:** 700 connections per annum to Kea's network members. These connections can come from the parties or the wider community;
- **World Class New Zealand Awards:** Two tables (which are able to seat a minimum of 10 people) at the World Class New Zealand Awards
- **Network Contacts:** Working alongside the NZ Inc. Parties to provide access to relevant network contacts for events and other government initiatives;
- **Access to High Impact Members:** The Sponsor and the NZ Inc. Parties having easy access to information on Kea's network of high impact members (nominally, 1000 members);
- **NZ Story Integration:** Integration of the NZ story in all aspects of Kea's marketing, promotion and events as relevant and appropriate. Specifically, Kea agrees to deliver a consistent narrative through its channels and represent the NZ Story values throughout communications (subject to prior written approval by NZTE);
- **Agreement on Specific Actions and Measures:** After reviewing *Kea's Strategic Plan 2020-2022*, in order to prepare this Agreement, the NZ Inc. Parties have requested a meeting with Kea in March 2020 (the **Meeting**) to agree on specific actions and measures needed to best achieve the purpose of the Sponsorship funding. The Parties acknowledge and agree that:
 - i. the outcome of the Meeting may mean that the Sponsor Benefits are refined. Where any such refinements result in a substantive change to the Sponsor Benefits (as agreed by the Parties), the Parties will enter into a variation of this agreement.
 - ii. For the avoidance of doubt, the Parties will not amend the purpose of the Initiative.
 - iii. in the event that the Parties are not able to reach an agreement as to any proposed refinements to the Sponsor Benefits, this Agreement will continue in force unless otherwise determined by the Parties.

Health and Safety Reference Schedule 2 clause 4

The parties will meet their health and safety obligations as set out in Schedule 2 clause 4.

Sponsors Reporting Requirements Reference Schedule 2 clause 5.1

The Organiser will provide the Sponsor with three reports each year which will provide information on:

1. The number of connection requests received, and the number of connections made by region.
2. The number and high-level detail (name of government agency, region) of government initiatives supported by Kea.
3. For NZTE, details of connections made on behalf of NZTE customers.
4. Five connection stories, where the connection has made a significant difference to the connection 'seeker'.
5. Latest list of WCNZ and those in the top 1000 (high impact members) including name, company affiliation, region, and industry.

As well as the above information, the third and final report of each year is to also include totals for the previous 12 months of:

- o the number of connection requests received, and the number of connections made by region.
- o The number and high-level detail (name of agency, region) of government agency initiatives Kea has supported.

Email Reports to:	Deliverable	Due times and dates
Ruth.Macleod@nzte.govt.nz	Report 1	30 October
matthew.molloy@mfat.govt.nz	Report 2	28 February
Billie.Moore@tnz.govt.nz	Report 3	30 June
michael.hampl@mbie.govt.nz		

Nominated Representatives

- Kea: Susan Glasgow | Mob: s9(2)(a) | Email: s9(2)(a)
- NZTE: Ruth Macleod | Mob: s9(2)(a) | Email: ruth.macleod@nzte.govt.nz

Addresses for Contract Notices (Reference Schedule 2 clauses 7.4 – 7.7)

- NZTE: Ruth Macleod | Mob: s9(2)(a) | Email: ruth.macleod@nzte.govt.nz
- Kea: For the attention of Craig Donaldson, CEO, c/o ATEED Level 7, 167b Victoria St West, Auckland 1010

Schedule 2 – Standard Terms and Conditions v September 2016

(CLICK [hyperlink here](https://www.nzte.govt.nz/en/schedule-2-sponsorship-agreement-standard-terms-and-conditions-v-september-2016/) or search <https://www.nzte.govt.nz/en/schedule-2-sponsorship-agreement-standard-terms-and-conditions-v-september-2016/>)

VARIATION TO CONTRACT FOR SPONSORSHIP

PARTIES

New Zealand Trade And Enterprise

(Sponsor or NZTE)

Kiwi Expat Association Incorporated

(Organiser)

BACKGROUND TO VARIATION

The Parties have agreed that the "Contract for Sponsorship – For access, engagement and management of the Kea network", dated 20 December 2019 (**the Contract**) should be varied to reflect changes in the timeframes for payment of sponsorship, in sponsor benefits, and in the reporting requirements.

Except as set out in this Variation to Contract for Sponsorship, the terms of the Contract shall remain the same.

VARIATION

The Parties agree to vary the Contract as set out below.

1. The following is added to the **Payment of Sponsorship** section in Schedule 1 of the Contract:

AND

- (e) One payment of \$300,000 (plus GST) on signing of this Variation to Contract for Sponsorship by both Parties by 26 August 2020.

AND

- (f) One payment of \$300,000 (plus GST) payable within 30 days of:
- i. the first report being delivered to NZTE by 20 October 2020; and
 - ii. NZTE being satisfied (as determined by NZTE) that the second report (as set out below) meets NZTE's requirements.

AND

- (g) One payment of \$200,000 (plus GST) following an agreed meeting being held between the Organiser and the NZ Inc. Parties, which is to be paid no later than 20 December 2020.

AND

- (h) One payment of \$200,000 (plus GST) payable within 30 days of:
- i. the second report being delivered to NZTE by 20 February 2021; and
 - ii. NZTE being satisfied (as determined by NZTE) that the second report (as set out below) meets NZTE's requirements.

AND

- (i) One payment of \$20,000 (plus GST) to be paid on receipt of the third and final report, satisfactory to NZTE (as determined by NZTE) which is due on 20 June 2021.

AND

- (j) The dates and terms for further payments are to be agreed in writing between NZTE and the Organiser will not exceed the amounts set out in the **Amount of Sponsorship** section above.

2. The **Sponsor Benefits** section in Schedule 1 of the Contract is deleted in its entirety and replaced with the following:

Benefits to be provided by the Organiser to the Sponsor and the remaining NZ Inc. Parties, include but are not restricted to:

- **Connections:** 700 connections per annum to Kea's network members. These connections can come from the parties or the wider community;
- **World Class New Zealand Awards:** Two tables (which are able to seat a minimum of 10 people) at the World Class New Zealand Awards

- **Network Contacts:** Working alongside the NZ Inc. Parties to provide access to relevant network contacts for events and other government initiatives;
- **Access to High Impact Members:** The Sponsor and the NZ Inc. Parties having easy access to information on Kea's network of high impact members (nominally, 1000 members);
- **NZ Story Integration:** Integration of the NZ story in all aspects of Kea's marketing, promotion and events as relevant and appropriate. Specifically, Kea agrees to deliver a consistent narrative through its channels and represent the NZ Story values throughout communications (subject to prior written approval by NZTE);
- **Agreement on Specific Actions and Measures:** Parties have requested a meeting with Kea in October 2020 (the **Meeting**) to agree on specific actions and measures needed to best achieve the purpose of the Sponsorship funding. The Parties acknowledge and agree that:
 - a. the outcome of the Meeting may mean that the Sponsor Benefits are refined. Where any such refinements result in a substantive change to the Sponsor Benefits (as agreed by the Parties), the Parties will enter into a variation of this agreement.
 - b. For the avoidance of doubt, the Parties will not amend the purpose of the Initiative.
 - c. in the event that the Parties are not able to reach an agreement as to any proposed refinements to the Sponsor Benefits, this Agreement will continue in force unless otherwise determined by the Parties.

3. The table in the **Sponsors Reporting Requirements** section in Schedule 1 of the Contract is deleted in its entirety and replaced with the following:

Email Reports to:	Deliverable (per year)	Due times and dates
Ruth.Macleod@nzte.govt.nz	Report 1	20 October 2020
Sanchia.Younge@nzte.govt.nz	Report 2	20 February 2020 <i>2021</i>
matthew.molloy@mfat.govt.nz	Report 3	20 June 2021
Catherine.Graham@mfat.govt.nz		
Jon.Cable@mbie.govt.nz		

Each report should outline progress towards the Sponsor Benefits as outlined in section 2.

SIGNATURES

In signing this Variation to Contract for Sponsorship, each Party acknowledges that it has read and agrees to be bound by it. The date of this Variation to Contract for Sponsorship is the latest of the dates below.

For and on behalf of **NEW ZEALAND TRADE AND ENTERPRISE:**

Signature

Name: Peter Chrisp

Position: Chief Executive

Date: 23 August 2020

For and on behalf of **KIWI EXPAT ASSOCIATION LIMITED:**

Signature

Name: *JAYNA BRADLEY*

Position: *KEA FINANCIALS*

Date:

24 AUG 2020

*PP Toni Trustlove
CEO*