

Partnership Arrangement

between

Immigration New Zealand

and

Bank of China Limited

(19 April 2016)



RELEASED UNDER THE
OFFICIAL INFORMATION ACT

PARTNERSHIP ARRANGEMENT BETWEEN IMMIGRATION NEW ZEALAND AND BANK OF CHINA LIMITED (APRIL 2016)

BACKGROUND

1. This Partnership Arrangement is between:
 - a. Immigration New Zealand (“**INZ**”), part of the New Zealand Ministry of Business, Innovation and Employment; and
 - b. the Bank of China Limited (“**BOC**”), a bank established with the approval of the State Council of the People’s Republic of China, and the People’s Bank of China;together, “**the Participants**”.
2. This Arrangement confirms the relationship between the Participants based on a spirit of goodwill and cooperation. The Participants have reached the following understanding.

COOPERATION FOR MUTUAL BENEFIT

3. The Participants will cooperate for mutual benefit in a range of mutually decided areas related to immigration to New Zealand. Such cooperation includes:
 - a. INZ will provide an application facilitation service to BOC’s Private Banking and Prestigious Wealth Management clients (“**High Value Clients**”), and their partners and dependent children travelling with them to New Zealand. This service concerns applications for visitors’ visas and is described in Schedule One.
 - b. The Participants will further work together to:
 - i. explore expanding visa processing facilitation services to more visa categories;
 - ii. promote INZ visas to BOC’s High Value Clients; and
 - iii. provide personal service to High Value Clients that apply under the Investor Plus category.

Such cooperation is described in Schedule Two.

4. Cooperation under paragraph [3] of this Arrangement will be described in mutually decided schedules (and any additional documents required). Such schedules become part of this Arrangement, and, unless otherwise stated, a term defined in this Arrangement has the same meaning in a schedule.

PROCEDURAL MATTERS

Costs

5. Except where expressly provided for in this Arrangement, or through a separate written arrangement, each Participant will bear its own costs in fulfilling its duties under this Arrangement.

Interpretation and Differences

6. The provisions in this Arrangement are to be read subject to any New Zealand Chief Executive, Ministerial or Cabinet directives, and any New Zealand enactment.
7. In the event of any difference regarding the application or interpretation of this Arrangement, the Participants will consult with each other to reach a mutually acceptable resolution.
8. If a difference of interpretation or application occurs, the Participants will continue to perform their roles under this Arrangement unless requested not to do so by the other Participant.

Revision and amendment

9. The Arrangement may be reviewed at any time by mutual written consent of the Participants.
10. The Participants will enter into consultations with respect to amendments of this Arrangement at the request of either Participant. This Arrangement may be amended at any time by the mutual written consent of the Participants.
11. Unless otherwise stated, an amendment to this Arrangement commences on:
 - a. the date it is signed by both Participants; or
 - b. the date the last Participant signs, where the Participants do not sign the amendment on the same day.

Suspension and termination

12. Either Participant may:
 - a. suspend cooperation under this Arrangement or any schedule; and
 - b. terminate this Arrangement or any schedule by giving three (3) months written notice to the other Participant.

13. Suspension or termination under para [12] may occur at any time, for any reason (including if INZ considers that cooperation poses an unacceptable risk to the integrity of New Zealand's immigration laws or policies).

s9(2)(a)

[REDACTED]

[REDACTED]

[REDACTED]

Bank of China Limited

Dated

Nigel Bickle

Deputy Chief Executive

Immigration New Zealand

Ministry of Business,
Innovation and Employment

Dated

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SCHEDULE ONE: APPLICATION FACILITATION SERVICE FOR PRIVATE BANKING AND PRESTIGIOUS WEALTH MANAGEMENT CLIENTS

- 1) INZ will offer an application facilitation service (“**Service**”), which is:
 - a) INZ will use best endeavours to process applications within five working days of receipt at any New Zealand Visa Application Centre in mainland China or the Hong Kong Special Administrative Region (“**NZ VAC in China**”).
 - b) Applications must be fully completed and include all required documents and fees.
- 2) The Service may be used by a BOC:
 - a) Private Banking client or Prestigious Wealth Management client (“**High Value Client**”); and
 - b) any partner or dependent child of a High Value Client travelling to New Zealand with the High Value Client on a visitor visa.
- 3) To use the Service, the High Value Client must meet all five of the following conditions. He or she must:
 - a) apply for a visitor visa;
 - b) intend to travel to New Zealand for the purpose of:
 - i) tourism, or
 - ii) visiting friends or relatives, or
 - iii) discussing and negotiating business arrangements (if the intended stay is for no longer than three months in any one year);
 - c) provide the documents required by INZ’s “BOC Private Banking and Prestigious Wealth Management Client’s Visitor’s Visa Checklist” (attached as an appendix to this Schedule);
 - d) submit his or her completed application at any NZ VAC in China; and
 - e) hold a current standard People’s Republic of China passport.
- 4) BOC will provide a telephone and email validation facility to INZ’s staff members in China. That facility will confirm that an applicant is a current High Value Client.

- 5) INZ does not guarantee the outcome of any application submitted through the Service. INZ may refuse any application, and may ask for further documents in support of any application if needed.
- 6) The Participants will review the Service after the first six and 12 months, and annually thereafter.
- 7) BOC acknowledges that INZ is subject to the Official Information Act 1982, and that INZ may be required to release information supplied by BOC in accordance with the provisions of that Act.
- 8) The Participants will cooperate under this Schedule from 1 July 2016.

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Appendix

BANK OF CHINA LIMITED'S PRIVATE BANKING AND PRESTIGIOUS WEALTH MANAGEMENT CLIENTS VISITOR VISA CHECKLIST

附表：中国银行股份有限公司私人银行与财富管理客户访问签证文件清单

Immigration New Zealand reserves the right to request additional information in the course of assessing an application and to retain information and documents on file.

新西兰移民局有权在审理申请过程中要求申请人提交补充材料，并保留申请人提交的信息及材料。

If you provide false or misleading information your application may be declined.

如果您在申请中提供虚假或误导性信息，申请将可能被拒签。

Who can be included in an application?

哪些申请人可被包含在同一份申请中？

- An individual 单个申请人
- A couple 夫妻
- Parent(s) with dependant children under 20 applying at the same time for the same duration can apply together on one application form. 父母偕同 20 岁以下受抚养子女，同时提出申请，并计划停留相同期间的，可在一份申请表上共同申请。

All clients aged 17 or over must complete the supplementary form.

所有 17 岁及 17 岁以上的申请人须完整填写补充申请表。

You do not have to provide original documents when you lodge your application, but if you choose to, please provide a copy along with the original.

在递交申请时可以不提供申请材料的原件。如果您选择提供原件，请同时提供原件和复印件。

FORM AND FEE 表格、申请费用	Applicant check 申请人打勾	VAC check 签证申请中心打勾	INZ check 新西兰移民局打勾
<p>Application Form 申请表: Visitor visa application form – INZ 1188</p> <p><i>If you are going to New Zealand for business purposes please include on the application form at section B5, full contact details of the organisation you will be visiting in New Zealand.</i></p> <p>访问签证申请表——INZ 1188</p> <p>如您前往新西兰进行商务访问,请在申请表 B5 部分附上您即将访问机构的详细联系方式</p>			
<p>Supplementary Form Supplementary Form – INZ 1027</p> <p>补充申请表, 适用于中国公民的访问、学生及工作申请 (INZ1027)</p>			
<p>Application fee More information about fees can be found on the office and fees calculator. 申请费。更多申请费用信息, 请参阅 office and fees calculator</p>			
<p>PERSONAL DOCUMENTS 个人信息材料</p>			
<p>A current Passport (original) 有效护照 (原件)</p>			
<p>A copy of the identity pages of the passports of every person included in the application 申请中包括的所有申请人的护照个人资料页复印件</p>			
<p>2 recent passport sized photos of passport quality 申请人近期护照照片 2 张</p>			
<p>If you are including your partner or dependent child in your application, please submit evidence of your relationship to them, such as your Hukou, your marriage certificate, your child's birth certificate showing parents' names. 如有配偶或受抚养子女随行, 请递交您与该配偶或子女关系证明, 例如户口簿, 结婚证或子女出生证 (显示父母名字)。</p>			

<p>If your dependent child is included in your application but the child's other parent is not travelling with you, please provide a letter of consent for the child to travel, from the non-travelling parent.</p> <p>如有受抚养子女随行，但该子女的父母另一方不随行，必须递交不随行的父母一方的书面同意函，表示同意该子女随您出行。</p>			
<p>Copy of the applicant's Bank of China Limited Private Banking or Prestigious Wealth Management credit card.</p> <p>申请人的中国银行股份有限公司私人银行或财富管理信用卡复印件</p>			
<p>A letter of verification from BOC to confirm applicant's Private Banking or Prestigious Wealth Management statement account status</p> <p>中国银行出具的证明书，证明申请人的私人银行或财富管理对账户状态</p>			
<p>Copy of Chinese identity card 中国身份证复印件</p>			

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Declaration by Applicant/申请人声明:

I confirm that I have only supplied the documents listed above & I acknowledge that failure to submit all necessary documents may result in my application being refused or may result in a delay in the processing of my application, if further documents need to be requested by INZ.

我确认我只提交了以上清单中列出的文件材料，并且我知道如果新西兰移民局要求我提交其他材料，而我未能提交所有所需材料，可能会导致我的申请被拒签或延迟受理。

I have chosen to proceed with the application. 我选择继续申请。	Date/日期:
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Name of Applicant 申请人姓名	Passport No. 护照号码	Signature 签字

Signature of the Processing Officer: 材料审核员签字:	
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SCHEDULE TWO: FURTHER COOPERATION

COOPERATION GENERALLY

- 1) The Participants will work together closely in a spirit of goodwill to achieve the outcomes set out in this this Schedule. In general, the Participants will work together for the benefit of their mutual clients (within the limits of the law, and subject always to INZ's need to impartially administer and apply the law) to:
 - a) provide INZ with accurate documentary evidence (e.g. related to financial matters) supporting the efficiency and integrity of application processing; and
 - b) provide BOC with value-added services for its High Value Clients.

PARTICULAR AREAS OF COOPERATION

Options for expanded application facilitation services

- 2) INZ will offer an application facilitation service to BOC High Value Clients applying for visitor visas (as in Schedule One). The Participants will explore options for providing similar services to High Value Clients applying for other classes of visa.

Options for streamlining student visa evidential requirements

- 3) The Participants will explore options for streamlining student visa evidential requirements that:
 - a) concern the documents related to financial requirements for the grant of a student visas; and
 - b) may be applied to student visa applicants supported by a family member who is a High Value Client.
- 4) The purposes of the options in para [3] of this Schedule are to:
 - a) reduce the amount of financial documentation generally required while safeguarding the integrity of visa processing; and
 - b) aid timely processing of student visas.
- 5) The Participants will work towards implementing the options in para [3] of this Schedule in the second half of 2016.

Options for Investor 1 (Investor Plus) and Investor 2 visa applicants

- 6) For High Value Clients who are Investor 1 (Investor Plus) or Investor 2 visa applicants:

- a) The Participants will explore options for establishing direct communication between INZ staff members and BOC staff members concerning Private Banking clients. The purpose of these options is to
- i) facilitate issue escalation and relationship management, while safeguarding the integrity of visa processing; and
 - ii) allow BOC to provide a value-added service for its Private Banking clients.
- b) The Participants will explore options for streamlining visa evidential requirements that concern a range of immigration requirements. The purpose of these options is to:
- i) reduce the amount of documentation generally required while safeguarding the integrity of visa processing; and
 - ii) aid timely processing of visas.
- c) BOC will provide one or more investment products for its Private Banking clients under the Investor Plus and Investor 2 categories. INZ will, if requested, provide general advice and guidance to assist BOC to develop the investment products(s). The purpose of such advice and guidance is to ensure that BOC understands the nature and purpose of applicable Immigration instructions made under New Zealand's Immigration Act 2009.
- 7) To implement the options in para [6] of this Schedule, the Participants may mutually decide upon:
- a) a processing template to accompany visa applications;
 - b) additional schedules to the Arrangement; and
 - c) other documentation as required.
- 8) The Participants intend to implement that options in para [6] of this Schedule within six months of the commencement of the Arrangement.

Visa promotion generally

- 9) BOC will promote INZ's visas (including visitor, student, and investor visas) to its High Value Clients. INZ will support BOC with that promotional activity. The Participants will review the effectiveness of the promotional activity every six months.
- 10) BOC will provide INZ's Investment Team with appropriate access to its clients' information so that INZ can promote the benefits of New Zealand and investing in New Zealand directly to High Value clients.

- 11) The Participants will provide personalised service to BOC Private Banking clients who apply under the Investor 1 (Investor Plus) category. INZ's Investment Team will work with BOC to support their settlement and help them connect to investment opportunities in New Zealand. The Investment Team and BOC will work closely to determine specific services that are most effective for Private Banking clients.
- 12) The participants will jointly review cooperation under this Schedule every six months.

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3 August 2017

David Wang
Chief Executive Officer
Bank of China (New Zealand) Ltd
Level 17, 205 Queen Street
Auckland 1010
Wellington

Dear David

Re: **Partnership Arrangement
Schedule Three Migrant Investor Category**

On 19 April 2016 the Partnership Arrangement between Immigration New Zealand (INZ) and Bank of China (New Zealand) Ltd (BOC) was signed. Schedule One provided a visitor visa application facilitation service to BOC's Private Banking and Prestigious Wealth Management clients ("High Value Clients"). Schedule Two of the agreement specifically referred to expanding services to BOC clients including Migrant Investor Category visas.

s9(2)(a), s9(2)(b)(ii)

. INZ is keen to work closely with BOC in the coming months, to achieve a higher uptake of visitor visa applications under the auspices of our Partnership Arrangement.

Schedule Three outlines details of the partners' obligations in extending the Partnership Arrangement to include INZ Migrant Investor Category visas.

The Schedule and the framework included allows for the sharing of risk, while also providing benefits for both parties. For BOC, the ability to offer wrap around services for relationship managed clients provides the foundation for an enduring relationship. For INZ, Schedule Three allows for the efficient processing of applications in a controlled environment. For customers, Schedule Three provides a timely and efficient application process which will raise BOC's, New Zealand's, and INZ's reputation.

Licensing is required in order to provide immigration advice in respect of New Zealand, unless the person is amongst the class of people who are exempt under the licensing legislation. Under this arrangement any immigration advice provided to applicants must be provided by a Licensed Immigration Adviser contracted by BOC and agreed by INZ. The contracted Licensed Immigration Adviser must complete the Immigration Adviser's details section of the Investor application form, and must retain licensed status while advising BOC clients.

INZ needs to be satisfied that the current Immigration Instructions have been met in order to grant a Residence Class Visa. Immigration Instructions require applicants' to provide evidence to support claims that are independent and verifiable. Verification is often completed by INZ staff with government agencies, financial institutions and independent service providers.

This Schedule further strengthens the close working relationship between INZ and BOC, and we look forward to continuing to promote New Zealand and the NZ Government Migrant Investor Category visas to your clients in China.

Yours sincerely



Nigel Bickle

Deputy Chief Executive

Immigration New Zealand

Ministry of Business,
Innovation and Employment

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PARTNERSHIP ARRANGEMENT

SCHEDULE THREE:

INZ APPLICATION FACILITATION SERVICE FOR BANK OF CHINA LIMITED PRIVATE BANKING AND PRESTIGIOUS WEALTH MANAGEMENT CLIENTS

INZ MIGRANT INVESTOR CATEGORY VISA

The Business Migration Branch is a specialist office responsible for all applications processed under the Business Policies across Visa Services' residence and temporary categories and employs Business Immigration Specialists (BIS) to assess applications received from Investor Plus and Investor 2 applicants under the NZ Government Migrant Investor Category.

The processing of the Investor applications can span over two or more years with most applications taking over one year to process to issuance of a residence visa with s 49 conditions.

Investor Plus applicants are eligible for priority processing and are allocated within two days to a BIS and assessment is started almost immediately. Upon approval in principle (AIP), the applicant has 12 months in which to transfer and invest and three months to advise BMB. When the applicant provides evidence to BMB, the application is assessed by a new BIS in the Post AIP team. There is then a two year and final three year assessment prior to lifting of s 49 conditions.

For Investor 2, to be eligible for priority processing, investment in growth assets is required. From lodgement of an Expression of Interest (EOI) to being Approved in Principle (AIP) can take over one year. Allocation is normally two to four weeks but can fluctuate due to workflow. Upon AIP, the applicant has 12 months in which to transfer and invest and three months after that date to provide evidence to BMB. There is then a two year and final fourth year assessment prior to lifting of s 49 conditions.

Once s49 conditions have been lifted by BMB, the applicant is then able to enter and exit New Zealand without restrictions and able to apply for Permanent Residency.

1. An applicant under this service will be an existing High Net Worth (HNW) and Ultra High Net Worth (UHNW) client with BOC. Once an application is received, INZ will allocate an application to a BIS that will be the single point of contact for that application through to AIP stage. The applicant will be advised directly or through their Licenced Immigration Advisor (LIA) from BMB that the applicant has 12 months in which to complete the Transfer and Investment stage. Once BMB has received notification from the applicant or LIA that funds have been transferred, a new BIS will be appointed and will become the single point of contact through to the issuance of a residence visa with s 49 conditions.
2. At the two, three and four year check, depending on the Investor category, a single point of contact for that applicant will be appointed and the applicant advised.
3. Nothing in this proposed Schedule provides BOC clients with immunity from any aspect of NZ Government Migrant Investor Policy.

4. BOC will be provided with direct contact to BMB, by way of an email mailbox address for the sole use of BOC and INZ communications: **BOCInvestorQueries@mbie.govt.nz**.
5. INZ will offer an application facilitation service ("Service"), which:
 - a) Offers timely processing for BOC HNW and UHNW clients;
 - b) A point of central contact with Business Migration Branch Wellington;
 - c) The use of the INZ logo under the sub-license agreement attached to the Partnership Arrangement.
6. The service will be offered conditional upon:
 - a) BOC having dedicated resources (internal or external) able to lawfully provide immigration advice, to be agreed with INZ;
 - b) BOC advising of any change of LIA which must be agreed by INZ;
 - c) Applications being fully completed (including all required documents and fees), and lodged with the completed BOC declaration;
 - d) BOC providing a dedicated relationship contact point to handle all investor migration related verifications and enquiries for INZ;
 - e) BOC providing directly to INZ applicants' bank statements showing net position and ownership of funds with the bank;
 - f) BOC confirming legitimate currency transfer of nominated funds to New Zealand;
 - g) BOC providing information directly to INZ that BOC obtain through accessing the China National Credit Check portal on the applicant's past credit history and outstanding loans;
 - h) BOC providing reporting at a client portfolio level to show net worth positions of a client that will allow INZ to assess that nominated funds are held;
 - i) BOC providing reporting of clients' portfolio holdings in the agreed format with BMB when investing in New Zealand based BOC schemes.
7. INZ reserves the right to request any additional documents it considers necessary in order to assess an application under this Schedule.
 - a) Audits can occur throughout the application process within existing INZ procedures including but not limited to verification of information.
8. The Service may be used by a BOC:
 - a) Private Banking client or Prestigious Wealth Management client described in this document as "HNW and UHNW", and;
 - b) Any partner or dependent child of a HNW and UHNW applying for residence under Investor Plus and Investor 2.

9. To use the Service, the High Value Client must meet all of the following conditions. He or she must:
 - a) intend to reside in New Zealand under the Migrant Investor Programme.
 - b) apply for a residence visa under the Investor Plus or Investor 2 Category;
 - c) provide the documents required by INZ's "BOC Private Banking and Prestigious Wealth Management Client's Investor Visa Checklist" (Appendix One to this Schedule);
 - d) submit his or her completed application including the appropriate fees to BMB, and;
 - e) hold a current passport.
10. BOC will provide a telephone and email validation facility to INZ's staff members at BMB. This facility may be used to confirm that an applicant is a current HNWI and UHNWI Client.
11. INZ may ask for further documents in support of any application if needed and does not guarantee the outcome of any application submitted through the Service. INZ may decline any application if, in the opinion of a BIS, it does not meet Immigration Instructions in force at the time the application was made.
12. BOC acknowledges that INZ is subject to the Official Information Act 1982, and that INZ may be required to release information supplied by BOC in accordance with the provisions of that Act.
13. Any Immigration Advice provided to applicants must be provided by BOC dedicated resources able to lawfully provide immigration advice, to be agreed by INZ, and lawful status maintained while advising BOC clients.
14. The Participants will cooperate under this Schedule from the date of signing this Schedule.

Performance Review Schedule

15 The general performance of this agreement will be reviewed as per item 6 above, on a six-monthly basis. Performance will be measured by each party with focused consideration toward the following:

Annual Review Schedule	BOC clients	%'s	ALL clients	%'s
Total number of applicants				
Total number of approvals				
Total number of withdrawals				
Total number of declines				
AVERAGES				
Timeliness - from ITA to Application				
Timeliness - from Application to AIP				
Timeliness - from AIP to Investment				

DOCUMENTS				
Number of PPI's issued				
Verification result - Likely fraudulent document				
False and Misleading statements				
INVESTMENTS				
25% Growth Investments achieved				
50% Growth Investments achieved				

Statistical performance above will then be paired against the observational questionnaire below, to better gauge the overall performance of the programme.

Observational Questionnaire	
Are there common points between BOC clients who are declined?	
What are the three main reasons for decline?	
What stage of the process are applicants commonly being declined?	
What stage of the process are applicants commonly withdrawing?	
What is the most common reason for PPI?	
What is the most commonly suspected fraudulent document?	
Have cases become simpler?	

Are there fewer documents submitted in comparison to non BOC clients?	
Are there any perceived bottlenecks in this process?	
Do you have any suggestions to improve this process?	

16 BOC will devise a suitable measure to compare performance of the scheme at six-monthly reviews. Alongside the above measures, all issues will be recorded as they arise in an Issues Register, and remedies will be recorded for INZ internal use only.

Auditing of the Review Schedule

17 Audit occurs throughout the application process within existing INZ procedures.

Additional Requirement: BOC must confirm the licensing status of the Licensed Immigration Adviser every six months to confirm compliance.

Sanctioning Regime and process

Disputes Resolution

18 In the event of a dispute arising from the failure to meet quality standards and/or partner obligations this process is to be followed by the parties.

19 Use the Relationship Matrix to elevate issues with ALL issues to be entered into the Issues Register at the time they occur for discussion at review.

20 Failure to meet standards under the Partnership Arrangement may result in:

- Written censure to the Relationship Manager outlining the issue and an agreement to adequately resolve the issue.
- Temporary suspension of Schedule Three pending a review by Business Owner and Relationship Manager of INZ and Bank of China Limited.
- Termination of Schedule Three for reasons of serious misconduct, repeated non-achievement of quality standards or repeated transgressions.
- All steps in this process are to be recorded and signed by both parties.
- Prior to termination the Relationship Manager will undertake any communication with BOC and INZ to ensure affected INZ Office(s) are sufficiently resourced to manage any work impacts.

Management of Schedule Three

21 Key functions and accountabilities are outlined in the following matrix.

RELATIONSHIP MATRIX - Function	Description
Business Owner	Accountable for providing the strategic direction and setting the tone of the relationship. Escalation point in dispute resolution.
Marketing Manager	Accountable for the promotional and settlement activities required within this relationship.
Relationship Manager	Accountable for monitoring and managing the overall delivery of this agreement. Accountable for ensuring changes and variations are managed and implemented. Operational stakeholder management. Escalation point for and operational issues.
Operational Manager	Accountable for ensuring the operational delivery of the programme as described in this agreement. Operational stakeholder management.

Key Responsibilities and Contact Information

22 Responsibilities and accountabilities are represented by the following matrix.

INZ:	Business Owner	Relationship Manager	Operational Manager	Marketing Manager
AGM Visa Services (Bruce Burrows)				
National Manager Skills and Investment (Matt Hoskin)				
Manager Business Migration Branch (Jeff Oakes)				
Manager				

Investment Programme (Nick Arathimos)				
BOC:				
s9(2)(a)				

Contact Information

23 The following contact details for Immigration New Zealand and for BOC are outlined as follows. It is the responsibility of each party to maintain the accuracy of contact information when changes occur:

Business Migration Branch

Jeffery Oakes	Manager	04.9013845
Martin Cavanagh	Immigration Manager	04 9018238
Jonathan Maitland	Immigration Manager	04 8965554
Michael Liu	BMB Policy Advisor, Greater China –	+86.10.65326688
Mobile		s9(2)(a)

Email address for service: BOCInvestorQueries@mbie.govt.nz

Settlement, Protection and Attraction

Tom Hu- Chief Representative, Investor Migration, China -
Mobile:

+86 21 53317252
s9(2)(a)

Email address for Relationship service:

Tom.Hu@mbie.govt.nz

Nick Arathimos – Director Investor Programme -

+64 (0)4 897 7683

Mobile:

s9(2)(a)

Bank of China (Head Office)

s9(2)(a)

Bank of China (NZ) Ltd

s9(2)(a)

The Provision of Immigration Information and Advice

24 BOC acknowledges the requirement under this Schedule to retain the services of a dedicated Licensed Immigration Adviser, as agreed by both parties. Evidence of this arrangement is a condition of this Schedule.

Use of Agents and Third Parties

25 In the event that the Partner seeks to utilise agents or third parties to fulfil its obligations under this Schedule it must advise INZ in writing and it must be agreed by both parties.

If you agree to Schedule Three being added to the Partnership Arrangement between INZ and BOC NZ dated 19 April 2016, including the terms and conditions outlined, please sign where indicated below:

Yours sincerely



Nigel Bickle

Deputy Chief Executive
Immigration New Zealand
Ministry of Business,
Innovation and Employment

Bank of China NZ Limited

Signature of authorised signatory

Name of authorised signatory

Position of authorised signatory

Date:

Appendix One

BANK OF CHINA LIMITED'S PRIVATE BANKING AND PRESTIGIOUS WEALTH MANAGEMENT CLIENTS MIGRANT INVESTOR VISA CHECKLIST

附表：中国银行股份有限公司私人银行与财富管理客户访问签证文件清单

Immigration New Zealand reserves the right to request additional information in the course of assessing an application and to retain information and documents on file.

新西兰移民局有权在审理申请过程中要求申请人提交补充材料，并保留申请人提交的信息及材料。

If you provide false or misleading information your application may be declined.

如果您在申请中提供虚假或误导性信息，申请将可能被拒签。

Who can be included in an application?

哪些申请人可被包含在同一份申请中？

- An individual 单个申请人
- A couple 夫妻
- Parent(s) with dependent children under 25 applying at the same time for the same duration can apply together on one application form. 父母偕同25岁以下受抚养子女，同时提出申请，并计划停留相同期间的，可在一份申请表上共同申请。

All clients aged 17 or over must complete the supplementary form.

所有17岁及17岁以上的申请人须完整填写补充申请表。

You do not have to provide original documents when you lodge your application, but if you choose to, please provide a copy along with the original.

在递交申请时可以不提供申请材料的原件。如果您选择提供原件，请同时提供原件和复印件。

Investor 2 Applicants

Before an application is submitted to INZ, the applicant must complete an Expression of Interest (INZ 1165) and be Invited to Apply, after being drawn from the EOI Pool. Once invited to apply, the application should include the following as a minimum possible set of requirements. More in depth instructions including the remaining processes post application are outlined in Appendix Two, which includes information around the implications of providing false and misleading information.

Investor Plus Applicants

Investor Plus Applicants do not need to submit an Expression of Interest, however they must meet the following:

FORM AND FEE表格、申请费用	Applicant check 申请人打勾	BOC check 签证申请中心打勾	INZ check 新西兰移民局打勾
<p>Application Form申请表:</p> <p>Residence visa application form – INZ 1163</p> <p>访问签证申请表——INZ 1163</p>			
<p>Supplementary Form</p> <p>Supplementary Form – INZ 1209</p> <p>补充申请表, 适用于中国公民的访问、学生及工作申请 (INZ1209)</p>			
<p>Application fee</p> <p>More information about fees can be found on the office and fees calculator.</p> <p>申请费。更多申请费用信息, 请参阅office and fees calculator</p>			
PERSONAL DOCUMENTS个人信息材料			
<p>A current Passport (original)</p> <p>有效护照 (原件)</p>			
<p>A copy of the identity pages of the passports of every person included in the application</p> <p>申请中包括的所有申请人的护照个人资料页复印件</p>			
<p>2 recent passport sized photos of passport quality</p> <p>申请人近期护照照片2张</p>			
<p>If you are including your partner or dependent child in your application, please submit evidence of your relationship to them, such as your Hukou, your</p>			

<p>marriage certificate, your child's birth certificate showing parents' names.</p> <p>如有配偶或受抚养子女随行，请递交您与该配偶或子女关系证明，例如户口簿，结婚证或子女出生证（显示父母名字）。</p>			
<p>If your dependent child is included in your application but the child's other parent is not travelling with you, please provide a letter of consent for the child to travel, from the non-travelling parent and a contact telephone number for the non-travelling parent.</p> <p>如有受抚养子女随行，但该子女的父母另一方不随行，必须递交不随行的父母一方的书面同意函，表示同意该子女随您出行。</p>			
<p>Copy of the applicant's Bank of China Limited Private Banking or Prestigious Wealth Management credit card for HNW and UHNW clients.</p> <p>申请人的中国银行股份有限公司私人银行或财富管理信用卡复印件</p>			
<p>A letter of verification from BOC to confirm applicant's Private Banking or Prestigious Wealth Management account status</p> <p>中国银行出具的证明书，证明申请人的私人银行或财富管理对账户状态</p>			
<p>Copy of Chinese identity card 中国身份证复印件</p>			
<p>A Police Certificate, less than 6 months old at the time an application is lodged, from the applicant's country of citizenship; and each country in which the applicant has lived for 12 months or more (whether on one visit or intermittently) in the last 10 years. NOTE: both local and national level Police Certificates are required.</p>			
<p>A Medical Certificate and a Chest X-ray Certificate denoting an Acceptable Standard of Health.</p>			

The applicant confirms they meet the Fit and Proper requirements (personal or business impropriety)			
SUPPORTING DOCUMENTS			
<p>Lawful Acquisition of Funds: The applicant has lawfully acquired their funds, and one or more of the following documents is supplied, evidencing the applicant has income substantial enough to lawfully acquire the investment funds:</p> <p>Relevant Tax returns;</p> <p>Business performance documents including seed funding earning capacity;</p> <p>Sale and purchase agreements for assets sold, including purchase price earning capacity;</p> <p>Gifting agreements, including supporting information to assess the lawful earnings of the person gifting the funds, AND</p>			
Evidence showing the nominated assets are not subject to any mortgage, lien, charge and/or encumbrance (whether equitable or otherwise) or any other creditor claims, and are not borrowed AND			
Where funds are held in New Zealand at the time an application is made, evidence is provided confirming that these funds were transferred to New Zealand via the International Banking System, AND			
Where funds are invested in New Zealand in acceptable investments, evidence is provided in addition to the above requirements, showing these investments meet INZ acceptable investment criteria.			
ADDITIONAL SUPPORTING DOCUMENTS – INVESTOR TWO APPLICANTS ONLY			
Evidence of business experience, as defined by INZ, for a minimum of three years, AND			
Evidence of your age being less than 65 years old, AND			
Evidence of English ability to the minimum value of 1 point, as defined by INZ, e.g. IELTS			

BOC CONFIRMATION			
BOC confirm each of the above supporting statements, AND			
BOC confirm business background of the Applicant under Fit and Proper criteria, AND			
BOC provides the details of the personal and commercial credit reference check via the Peoples Bank of China (PBOC) Credit and Information System Bureau.			

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Appendix Two

Declarations by Bank of China Limited:

I confirm that I have reviewed the documents listed above and I acknowledge that failure to properly represent those documents may result in the application being refused or may result in a delay in the processing of the application, if further documents need to be requested by INZ.

我确认我只提交了以上清单中列出的文件材料，并且我知道如果新西兰移民局要求我提交其他材料，而我未能提交所有所需材料，可能会导致我的申请被拒签或延迟受理。

I have chosen to proceed with the application. 我选择继续申请。	Date/日期:
--	----------

Name of Applicant 申请人姓名	Passport No. 护照号码	Signature 签字

Signature of the BOC Processing Officer and title: 材料审核员签字:	

Appendix Three: Immigration Instructions Table

Purpose

This document sets out BOC's role, under the Partnership Arrangement, to ensure Immigration Instructions are satisfied for BOC's HNW and UHNW applicants.

Background

The framework around the Partnership Arrangement status allows for the sharing of risk, while also providing a benefit for both parties. For the Bank, the ability to offer wrap around services for relationship managed clients provides the foundation for an enduring relationship. For INZ, this allows for the efficient processing of applications in a controlled environment. For customers not only does their Bank assist in the journey of applying for residence, but their overall views of New Zealand are enhanced via a timely and efficient service provided by INZ.

The table below identifies the parts of the Immigration Instructions that the Bank commits to assist clients in satisfying in a way that INZ can be satisfied. Note that issues, risks and mitigations will vary depending on the perspective (Bank vs INZ) and will need to be explored more fully by both organisations prior to reaching any agreement.

It is also important to note that licensing is required in order to provide immigration advice. BOC will assist clients in satisfying Immigration Instructions in a way that INZ can be satisfied. INZ will deal solely with the BOC contracted LIA for all communications involving the mutual client, while it is understood that BOC will deal solely with this third party LIA.

Commercial in confidence

This document is commercially sensitive and confidential to the parties and BOC's contracted Licensed Immigration Adviser.

Process

The parties intend to work in good faith having agreed the matters below and to record the Partnership Arrangement outlined in this Schedule Three.

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Immigration Instructions	Evidence required	Bank of China Solution (to be confirmed)	Risk/Issues/Mitigation/Audit Requirements
<p>.BJ2.25 Verification</p> <ol style="list-style-type: none"> 1. Business Immigration Specialists must be satisfied that all documents provided as evidence are genuine and accurate, and may take any steps they determine necessary to verify such documents and the information they contain. 2. All documentation provided should be independent and verifiable to a Business Immigration Specialist's satisfaction. 	<p>s9(2)(ba)(i)</p>		
<p>BJ3.10.1 & BJ5.40.5 Ownership of nominated funds and/or assets</p> <ol style="list-style-type: none"> 1. Nominated funds and/or assets may be owned either: <ol style="list-style-type: none"> a. solely by the principal applicant; or b. jointly by the principal applicant and partner and/or dependent children who are included in the resident visa application 2. The principal applicant may only nominate funds and/or assets that they earned or acquired legally, including funds and/or assets which have been gifted to them unconditionally and in 			

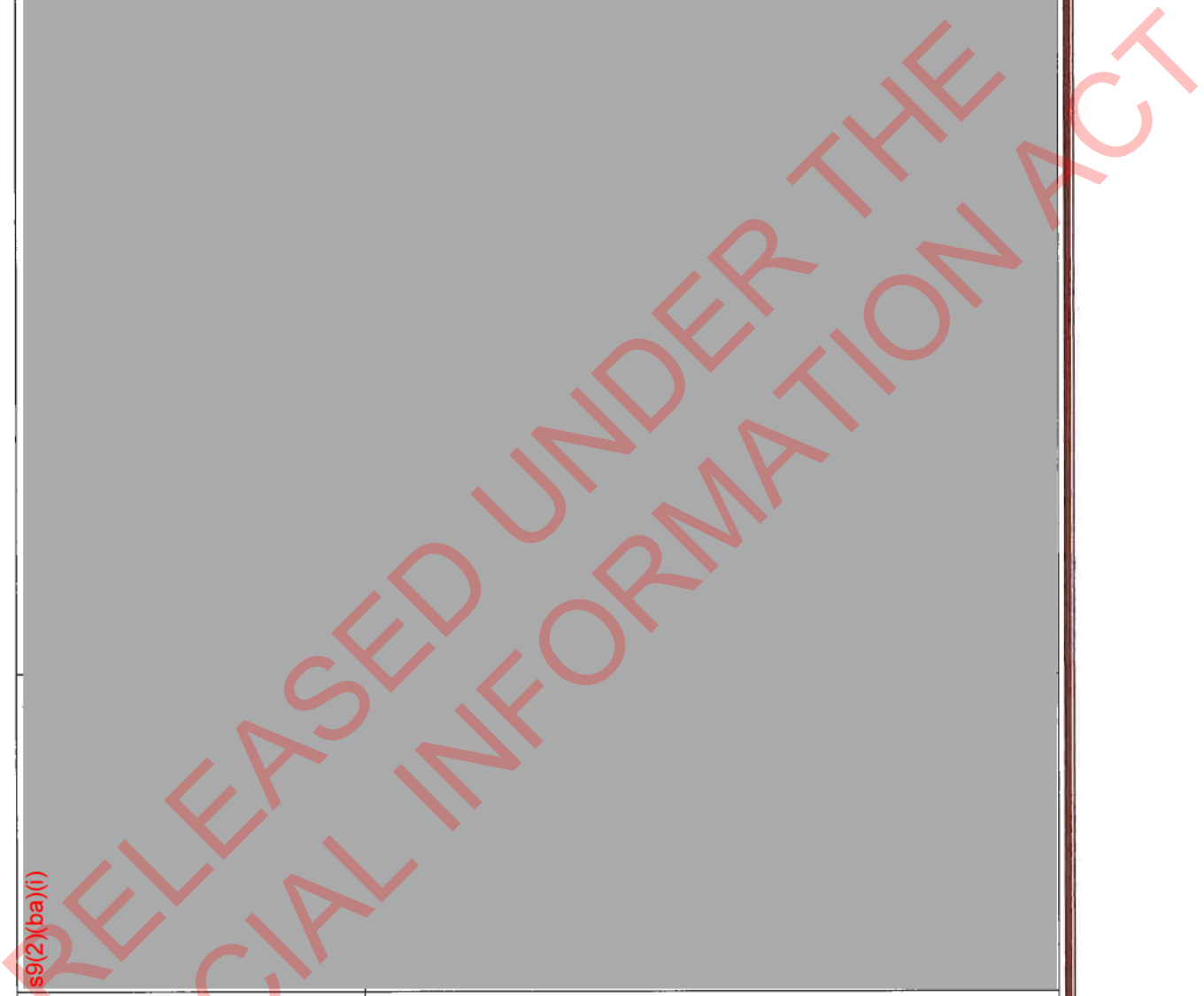
s9(2)(ba)(i)

accordance with local law. Where nominated funds and/or assets have been gifted to the principal applicant a Business Immigration Specialist must be satisfied that the funds and/or assets being gifted were earned lawfully by the person/s gifting the funds and/or assets.

3. The nominated funds and/or assets must be unencumbered.
4. The nominated funds and/or assets must not be borrowed.

BJ3.10.5 & BJ5.40.10 Definition of 'funds earned or acquired legally'

1. Funds and/or assets earned or acquired legally are funds and/or assets earned or acquired in accordance with the laws of the country in which they were earned or acquired.



s9(2)(ba)(i)

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BJ3.10.10 & BJ5.40.15 Definition of 'unencumbered funds'

Unencumbered funds are funds that are not subject to any mortgage, lien, charge and/or encumbrance (whether equitable or otherwise) or any other creditor claims.

BJ3.10.15 & BJ5.40.20 Funds already held in New Zealand

1. Funds held in New Zealand at the time the application is made may be included in investment funds. However, periods of investment in New Zealand before Approval in Principle cannot be taken into account when calculating the three-year investment

<p>period.</p> <p>2. Funds held in New Zealand must originally have been transferred to New Zealand through the banking system, or a foreign exchange company that uses the banking system from the country or countries in which they were earned or acquired legally, or have been earned or acquired lawfully in New Zealand</p>			
<p>BJ3.10.20 & BJ5.40.25 Evidence of the principal applicant's nominated funds and assets</p> <ol style="list-style-type: none"> 1. Principal applicants must provide evidence of net funds and/or assets to the value of the required investment funds. 2. Principal applicants must provide evidence to the satisfaction of a Business Immigration Specialist that the nominated funds and/or assets were earned or acquired legally. 3. All documents provided as valuations of assets must be: <ol style="list-style-type: none"> a. no more than three months old at the date the resident visa application is made, and; b. Produced by a reliable independent agency. <p>BJ3.10.25 & BJ5.50 Definition of 'acceptable</p>	<p>s9(2)(ba)(i)</p>		

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s9(2)(ba)(i)

investment'

1. An acceptable investment means an investment that:
 - a. is capable of a commercial return under normal circumstances; and,
 - b. is not for the personal use of the applicant(s) (see BJ5.50.1); and,
 - c. is invested in New Zealand in New Zealand currency; and,
 - d. is invested in lawful enterprises or managed funds (see BJ5.50.5) that comply with all relevant laws in force in New Zealand; and,
 - e. has the potential to contribute to New Zealand's economy; and,
 - f. is invested in either one or more of the following:
 - i. bonds issued by the New Zealand government or local authorities; or,
 - ii. bonds issued by New Zealand firms traded on the New Zealand Debt Securities Market (NZDX); or,
 - iii. bonds issued by New Zealand firms with at least a BBB- or equivalent rating from internationally recognised credit rating agencies (for example, Standard and Poor's); or,
 - iv. equity in New Zealand firms (public or private including managed funds and venture

<p>v. capital funds); or, bonds issued by New Zealand registered banks; or, equities in New Zealand registered banks; or, residential property development(s) (see .BJ5.50.10); or, commercial property (see BJ5.50.20)</p> <p>ix. bonds in finance companies; or,</p> <p>x. Eligible New Zealand venture capital funds (see .BJ5.50.15); or,</p> <p>xi. Philanthropic investment (see BJ5.40.1); or,</p> <p>xii. 'Angel funds or networks' investments.</p>		
<p>BJ4 Investor 2 Category (Expression of Interest and Invitation to Apply)</p>	<p>s9(2)(ba)(i)</p>	

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BJ4.5 Implications of providing false or misleading information

See also *Immigration Act 2009 ss 58, 93, 157, 158*

1. The Immigration Act 2009 provides that:

- a. the provision of false or misleading information as part of an Expression of Interest (EOI) or associated submission; or
- b. the withholding of relevant, potentially prejudicial information from an EOI or associated submission; or
- c. failure to advise an immigration officer of any fact or material change in circumstances that occurs after an EOI is lodged that may affect a decision to invite the person to apply for a resident visa or to grant a resident visa,

Are sufficient grounds for the decline of an application for a resident visa and for the holder of a residence class or temporary class visa to become liable for deportation.

2. Information relating to a claim made in

s9(2)(ba)(i)

an EOJ that is factually inaccurate and is relevant to the issuing of an Invitation to apply or the assessment of a resident visa application will be considered misleading unless the principal applicant can demonstrate that there is a reasonable basis for making that claim.

BJ5.30.1 Basic rules for business experience

1. Business experience is recognised for the award of points if it was acquired through ownership of or management level experience in, a lawful business enterprise that has at least five full-time employees or an annual turn-over of NZ\$1 million. Factors a Business Immigration Specialist may take into account to determine whether experience can be recognized may include the degree to which the applicant was involved in: planning, organisation, control, senior change-management, direction-setting and mentoring. A principal applicant is considered to own a business if they own at least 25 percent of a business.
2. A lawful business enterprise is an organisation that:
 - a. operates lawfully in a commercial environment with the goal of returning a profit; and
 - b. is not set up primarily for passive or

s9(2)(ba)(i)

<p>speculative purposes.</p> <p>BJ5.30.10 Evidence of the principal applicant's business experience</p> <p>3. Documents submitted as evidence of the principal applicant's business experience must show the position(s) and the responsibilities held.</p>	<p>s9(2)(ba)(i)</p>	
<p>•</p> <p>BJ7.10 Transfer of the nominated investment funds</p> <p>1. When their application is approved in principle, the principal applicant will be required to transfer the nominated investment funds to New Zealand. These funds must:</p> <ul style="list-style-type: none"> a. be the funds initially nominated, or the funds that result from the sale of the same assets as those initially nominated, in the resident visa application; or b. be funds, in the case of the Investor 1 Category as agreed to by a Business Immigration Specialist, secured against the nominated assets in the resident visa application and as approved in accordance with (b) below; and c. be transferred through the banking 	<p>s9(2)(ba)(i)</p>	

system directly from the principal applicant's bank account(s) to New Zealand; or

- d. Be transferred by a foreign exchange company to New Zealand through the banking system. Business Immigration Specialists may not accept the transferred funds if the applicant cannot provide satisfactory evidence of the following:
- i. the nominated investment funds have been transferred to the foreign exchange company directly from the principal applicant's bank account(s); and
 - ii. the nominated investment funds have not been transferred through the foreign exchange company contrary to the laws of New Zealand; and
 - iii. nominated investment funds transferred are traceable; and
 - iv. cash transactions were not made; and
 - v. the foreign exchange company is not suspected of, or proven to have committed fraudulent activity or financial impropriety in any country it operates from or in.

s9(2)(ba)(i)

BJ7.20 Timeframe for investing funds in New

s9(2)(ba)(i)

Zealand

1. Principal applicants must meet the requirements for transferring and investing the nominated funds within 12 months of the date of the letter advising of approval in principle.
2. Principal applicants may request an extension to the 12-month transfer and investment period (see BJ7.20.1).
3. Applications for a resident visa must be declined if principal applicants do not transfer and invest the nominated funds within 12 months (or up to a maximum of 24 months for Investor 1 applicants, or 18 months for Investor 2 applicants if an extension is granted, see BJ7.20.1 below) from the date of approval in principle.
4. Principal applicants must provide acceptable evidence of having transferred and invested the nominated funds to the Business Migration Branch no later than three months after the expiry of the approved timeframe to transfer and invest the funds (i.e. three months after the 12-, 18- or 24-month timeframe from the date of approval in principle).

s9(2)(ba)(i)		
s9(2)(ba)(i)		<p>BJ7.40 Temporary visa to arrange transfer and/or investment of funds</p> <ol style="list-style-type: none"> 1. After approval in principle, and upon application, a work visa may be granted to allow the principal applicant to arrange the transfer to, and investment of funds in, New Zealand. 2. The work visa will be granted with travel conditions allowing for multiple journeys to New Zealand for 12 months after approval in principle has been given. A further visa endorsed with travel conditions allowing for multiple journeys may be granted upon application for up to a further 12 months for Investor 1 applicants, or a further six months for Investor 2 applicants (see BJ7.20). 3. On application, visitor's visas may be granted for the same period to the principal applicant's partner and dependents (see WS2 (b)).

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<p>4. Student visas may be granted for the same period on application to those of the principal applicant's dependents who wish to study, in accordance with current student instructions (see U8).</p>			<p>s9(2)(ba)(i)</p>
<p>.B17.5 Approval in principle Under both of the Migrant Investment Categories (MIC), where an application is approved in principle the principal applicant will be required to provide acceptable evidence of having transferred and invested the nominated funds in accordance with the relevant requirements of the category under which they have applied, before a resident visa is granted.</p>			<p>BJ8.10 Resident visas subject to conditions under section 49(1) of the Immigration Act See also <i>Immigration Act 2009 s 49</i> All resident visas granted under one of the Migrant Investment Categories must be subject to the following conditions under section 49(1) of the Immigration Act 2009:</p> <ol style="list-style-type: none"> 1. that the principal applicant retains an acceptable investment in New Zealand for a minimum of three years under the

s9(2)(ba)(i)

Investor 1 Category or four years under the Investor 2 Category and spends a minimum period of time in New Zealand during the required investment period (see [BJ8.15](#)); and

2. that the principal applicant informs the nearest branch of INZ of any changes of New Zealand address during the investment period; and
3. that a principal applicant who was awarded 1 point for English language ability (IELTS 3) under the Investor 2 Category, must complete a minimum 20 hours of English language tuition with a New Zealand registered school or tertiary education provider as defined in the Education Act 1989 within the four year investment period; and
4. at the two-year anniversary of the investment period, the principal applicant submits evidence that they:
 - a. are retaining an acceptable investment in New Zealand; and
 - b. meeting minimum period of time in New Zealand requirements; and
5. That within three months after the expiry date of the investment period, the principal applicant submits evidence to INZ that they have met requirements (i) and (iii) if applicable.
6. That the principal applicant must provide evidence that 'growth investments' have been retained for the

<p>investment period.</p> <p>BJ8.20 Investment transfers during the investment period</p> <p>Investment funds may be transferred from one investment to another during the investment period, provided:</p> <ol style="list-style-type: none"> 1. the funds remain invested in New Zealand in New Zealand currency at all times during the investment period; and 2. The investment of the funds continues, during the investment period, to meet all other requirements for investments. 	<p>s9(2)(ba)(i)</p>
<p>BJ9.10 Retention of acceptable investment</p> <ol style="list-style-type: none"> 1. The principal applicant will need to show that they have retained an acceptable investment in New Zealand for the required investment period. 2. Suitable evidence will include documentation from a reliable independent professional (for example, a solicitor or chartered accountant) stating: <ol style="list-style-type: none"> a. the full name of the investor; and b. the amount invested; and c. the date the investment was lodged; and d. the type of investment (in the case of shares or bonds, the names of 	

the companies invested in and the number of shares or bonds purchased must be listed); and

e. confirmation that the funds were invested in New Zealand for the full investment period or, if transferred, the date of lodgment and withdrawal of the investment.

s9(2)(ba)(i)

3. If the principal applicant has established or purchased a shareholding or bonds in more than one business this information should be provided for each of the businesses.

4. If the principal applicant has transferred funds between several organisations during the investment period, principal applicants should provide letters from every organisation they have invested with. Lodgment and withdrawal dates will be checked to ensure that funds have been held continuously in New Zealand for the required investment period.

5. A Business Immigration Specialist may request any other information in order to be satisfied that the above requirements have been met.

6. Evidence that the requirements have been met includes:

- a. submission of the evidence required by paragraphs (b) to (f) no later than three months after the two-year anniversary and the

expiry date of the required investment period; and

b. subsequent written confirmation on file (by a Business Immigration Specialist) that the investment requirements have been met.

Note: The principal applicant must retain any nominated percentage in growth investments for the period of investment.

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Appendix Four:

IP Licencing Agreement (information purposes only)

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22 December 2016

David Wang
Chief Executive Officer
Bank of China (New Zealand) Limited
Level 17, 205 Queen Street
Auckland 1010
New Zealand

Dear David

LICENCE OF IMMIGRATION NEW ZEALAND LOGO

The purpose of this letter is to record the terms on which the Bank of China Limited (Licensee) is permitted to use the Immigration New Zealand logo by the Crown acting through Nigel Bickle, Deputy Chief Executive, Immigration New Zealand, a business unit of the Ministry of Business, Innovation & Employment (MBIE).

Background

- A The following is the current approved version of the Immigration New Zealand's logo (INZ Logo), which incorporates the FernMark trademark (defined below)



- B The New Zealand Story Group (NZ Story) is a division within New Zealand Trade and Enterprise (NZTE) and is the manager and guardian of the FernMark on behalf of the New Zealand government and the FernMark owner, The New Zealand Way Limited (NZ Way). NZ Story has granted a licence to MBIE to incorporate the FernMark into the INZ Logo.
- C In consideration of the mutual benefits of the Permitted Use, including the promotion of Immigration New Zealand and New Zealand by the Licensee, and for other good and valuable consideration, MBIE has agreed to grant a licence (and sub-licence) to the Licensee on the terms agreed by the parties and set out in this Agreement.

Agreement

MBIE and the Licensee agree as follows

Definitions

- 1 For the purposes of this Agreement

"Agreement" means all the terms and conditions of this letter agreement, including the Schedule,

"FernMark" means the New Zealand fern leaf trade mark (together with the worldwide applications and registrations for that trade mark) set out in the Schedule to this Agreement, and incorporated into the INZ Logo;

"INZ Logo" means the logo (which includes the FernMark) depicted at paragraph A above of this Agreement;

"Marketing Guidelines" means the specifications and guidelines governing use and reproduction of the INZ Logo, as supplied to the Licensee from time to time by MBIE;

"Partnership Arrangement" means the partnership arrangement between MBIE and the Licensee dated 19 April 2016;

"Permitted Use" means the Licensee's use and reproduction of the INZ Logo (including in promotional and advertising materials) in connection with the Partnership Arrangement.

Grant of Licence

2. MBIE grants the Licensee a non-exclusive and non-transferable licence to use the INZ Logo throughout the world for the Permitted Use:
 - (a) Strictly in accordance with the terms of this Agreement; and
 - (b) For the limited purpose and duration of the Partnership Arrangement.
3. Except as expressly set out in this Agreement, MBIE grants no other rights to the Licensee and the Licensee agrees not to use the INZ Logo except as expressly permitted by this Agreement.
4. The Licensee acknowledges that the scope of this licence only covers the INZ Logo and not the FernMark itself. The Licensee is not authorised or permitted to use the FernMark (on its own or in combination with any other logo or mark), and any such use is a breach of this Agreement.

Term and Termination

5. This Agreement will commence on the date it is signed by both parties and will continue in full force and effect for the duration of the Partnership Arrangement, unless it is terminated earlier in accordance with the clauses below.
6. MBIE may terminate this Agreement immediately by giving notice (in writing) to the Licensee if:
 - (a) the Partnership Arrangement expires or is otherwise terminated in accordance with its terms;
 - (b) the licence for the FernMark between NZ Story and MBIE expires or is terminated for any reason and is not replaced;
 - (c) the Licensee breaches any provision of this Agreement and fails to remedy the breach within 14 days of receiving written notice from MBIE requiring it to do so;
 - (d) in the opinion of MBIE, the Licensee does or omits to do something, that damages, or may damage, the reputation of the FernMark, the INZ Logo, New Zealand, NZTE, NZ Way, NZ Story or MBIE;
 - (e) the Licensee ceases, or threatens to cease to carry on, all or substantially all of its business or operations or is declared or becomes bankrupt or insolvent; or
 - (f) the Licensee is, or a substantial part of the Licensee's operations are, amalgamated or merged with any other organisation or entity.
7. Either party may terminate this Agreement by giving at least 3 months' notice in writing to the other party at any time.
8. On termination or expiry of this Agreement:

- (a) the Licensee will immediately cease using the INZ Logo and, without limiting clause 4, the FernMark; and
- (b) the provisions of this clause 8, clauses 14 to 18 (Intellectual Property Rights), 21, 22 and 23 to 30 (General) will continue in force.

Use and Quality Control

9. The Licensee will:

- (a) use the INZ Logo in a manner that supports and enhances the reputation of New Zealand, the objectives of MBIE and of NZ Story (namely to build and maintain a strong national umbrella brand which adds value to the marketing of New Zealand origin products and or services);
 - (b) comply with all usage requirements and guidelines provided by MBIE and NZ Story from time to time, including those set out in the Marketing Guidelines (as amended from time to time);
 - (c) ensure that all products, services and events associated with the Licensee's use of the INZ Logo are of a high standard and quality commensurate with the reputation of the INZ Logo, the FernMark and the reputation and standards of MBIE and NZ Story; and
 - (d) not intentionally do or fail to do anything which is reasonably likely to endanger the validity of any registrations of the INZ Logo or the FernMark.
10. Whenever the Licensee uses the INZ Logo, such use must be accompanied by wording and clear marking (including by use of the ® symbol for any registered trademark) to show that the INZ Logo is used by the Licensee under licence from MBIE. If requested by MBIE, the Licensee will provide samples of the Licensee's use of the INZ Logo for quality control purposes.
11. The Licensee will not use the INZ Logo in place of, or in conjunction with, the trade marks, brands or logos of the Licensee or any other person in a manner that:
- (a) causes the INZ Logo to appear to be part of such trade mark, brand or logo; or
 - (b) is otherwise deceptive or confusing, or likely to deceive or confuse.
12. The Licensee will not use the INZ Logo in a manner, or in circumstances, that damages, or may damage, the goodwill, reputation and standing of the FernMark, the INZ Logo, New Zealand, NZTE, NZ Way, NZ Story or MBIE.
13. The Licensee will not vary or amend the INZ Logo in any way.

Intellectual Property Rights

- 14. The Licensee acknowledges and agrees that NZ Way owns all rights and title to, and interest in, the FernMark, including all copyright and goodwill arising from the Licensee's use of the INZ Logo.
- 15. The Licensee acknowledges and agrees that any and all goodwill arising from the Licensee's use of the INZ Logo is for the benefit of, and is owned by, NZ Way and the Licensee will have no rights in the INZ Logo (or the FernMark) other than the limited licence rights granted by this Agreement.
- 16. The Licensee will not seek to apply or register the INZ Logo (or the FernMark) in its own name or in the name of any other person anywhere in the world, and the Licensee will not otherwise hold itself out as the owner of the INZ Logo (or the FernMark).
- 17. The Licensee will not contest the validity of the INZ Logo (or the FernMark) or otherwise challenge NZ Way's ownership of the FernMark. The Licensee will not intentionally do, or fail to do, anything that is reasonably likely to endanger the validity of any registrations of the FernMark.
- 18. Nothing in this Agreement requires NZ Way, NZ Story or MBIE to:

- (a) apply to register, register, renew or maintain any registrations for the INZ Logo (or the FernMark) in any country or in any class of goods or services; or
- (b) take any action to prevent or stop infringement of any rights in the INZ Logo (or the FernMark) in any country.

Infringement

19. The Licensee will immediately notify MBIE of any use of the INZ Logo, the FernMark, or any mark confusingly similar to the INZ Logo or the FernMark, that the Licensee becomes aware of:
 - (a) which infringes or may infringe any of NZ Way's trade mark rights or copyright in the FernMark;
 - (b) which is deceptive or confusing, or likely to deceive or confuse;
 - (c) which damages, or may damage, the reputation or the prestige of the INZ Logo, the FernMark, New Zealand, NZTE, NZ Way, NZ Story or MBIE; or
 - (d) which results, or may result, in any false representation of origin or false descriptions of the INZ Logo, the FernMark or associated products or services
20. The Licensee will immediately notify MBIE and NZ Story of any actual or threatened legal action, or administrative or regulatory proceeding that may concern the INZ Logo, the FernMark or the Licensee's products, advertising or materials for which it is licensed to use the INZ Logo
21. Despite anything else in this Agreement, any lawsuit or other action necessary for the purpose of protecting or enforcing MBIE's rights in the INZ Logo (or NZ Way's or NZ Story's rights in the FernMark) will be taken by, and at the sole discretion of, MBIE or NZ Story, and MBIE and NZ Story do not guarantee that either of them will take any such action.
22. MBIE, NZ Way and NZ Story will not be liable to the Licensee for damages, losses, costs or expenses suffered or incurred by the Licensee due to infringement of:
 - (a) MBIE's, NZ Way's or NZ Story's rights in the INZ Logo (or the FernMark) by any person, or
 - (b) any third party's rights caused by the Licensee's use of the INZ Logo or any other rights granted to the Licensee under this Agreement.

General

23. The Licensee indemnifies MBIE, NZ Story and NZ Way (and its shareholders and authorised agents) in matters relating to the INZ Logo (and the FernMark) from any claims, costs, damages or expenses suffered or incurred by them arising from the Licensee's breach of this Agreement, or from any use of the INZ Logo by the Licensee.
24. This Agreement is personal to the Licensee and the Licensee may not transfer, assign or sub-license its rights to any party whatsoever, unless it obtains MBIE's prior written approval.
25. In the event that MBIE's duties and responsibilities in relation to the INZ Logo are transferred to another entity or government agency, the obligations and rights of MBIE under this Agreement will pass automatically to that entity or agency, and the approval of the Licensee will not be required.
26. The provisions of those clauses that are for the benefit of NZ Way and/or NZ Story are also for the benefit of, and are intended to be enforceable by, NZTE under the Contracts (Privity) Act 1982.
27. This Agreement contains the whole of the contract and understanding between the parties concerning the INZ Logo. No amendment, variation or modification to this Agreement will be effective unless it is in writing and signed by duly authorised representatives of both parties.
28. Any delay or failure by MBIE, NZ Way, NZ Story or NZTE to exercise any right, power or remedy under, or in connection with, this Agreement will not operate as a waiver of such right, power or

remedy. A waiver of any breach of any provision of this Agreement by the Licensee will not be effective unless that waiver is in writing and is signed by MBIE. A waiver of any breach by the Licensee will not be, or be deemed to be, a waiver of any other or subsequent breach.

- 29 Any differences or disputes between the parties relating to this Agreement will be referred to a single arbitrator to be agreed upon by the parties and, failing agreement, an arbitrator will be appointed by the President of the Wellington District Law Society. The decision of the arbitrator will be final and binding on the parties and the parties will abide by the findings of such arbitrator.
- 30 New Zealand law governs the formation, validity, construction and performance of this Agreement. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

If you agree with the terms and conditions of this Agreement, please sign below where indicated.

Yours sincerely



Nigel Bickle
Deputy Chief Executive
Immigration New Zealand
Ministry of Business Innovation and Employment

Bank of China Limited
agrees to the terms and conditions of this Agreement

s9(2)(a)

Signature of authorised signatory

s9(2)(a)

Name of authorised signatory

s9(2)(a)

Position of authorised signatory

Date

06 / 01 / 2017

SCHEDULE

FernMark:



RELEASED UNDER THE
OFFICIAL INFORMATION ACT