



**Community of Interest Understanding
between the NZICT Group and
The International Institute for Software Economics, Innovation and
Entrepreneurship Inc (IISEIE)**

February 2010

1. Understanding

- 1.1. **IISEIE** and **NZICT** recognise that they share a common interest in **NZ ICT Research**. As such the organisations have concluded that the interests of their respective members would be best served by the organisations collaborating and co-ordinating efforts in relation to **NZ ICT Research**.
- 1.2. The intent of this collaboration and co-ordination is to better enable both organisations to meet the objective of their respective constitutions through identifying common areas of interest and development where the work effort relating to **NZ ICT Research** can be shared.
- 1.3. This document sets out how the respective organisations might work together.

2. Duration

- 2.1. This collaboration and co-ordination will commence from **12 December 2009** and will continue until either party notifies the other that it no longer wishes to continue.
- 2.2. Representatives of both organisations will meet at least annually to review the relationship and to measure success of efforts made and discuss potential new areas of opportunity.

3. Purpose & Objectives

3.1. The purpose of the collaboration and co-ordination is to work together to develop the ICT industry and its participants, with the goal to leverage quality ICT to grow the ICT industry and increase New Zealand's global competitiveness.

3.2. The objectives of the collaboration and co-ordination are to:

- a. Create new opportunities for our respective members to collaborate at joint Members' meetings and other purpose created events.
- b. Provide an opportunity for the IISEIE and its Members to provide input into the NZICT industry policy platform, including the identification of new areas for development.
- c. Provide an opportunity for NZICT to consult with IISEIE in its policy development, including the areas of **software economics and industry growth, software innovation and software entrepreneurship**.
- d. Provide the basis for ongoing dialogue for developing other mutual opportunities including sponsorship, programmes of work and promotions.

4. Promotion

4.1. Both organisations may promote the interest that they share in **NZ ICT Research** and that the organisations are working together in this area.

4.2. Both organisations will endeavour to jointly publicise their activities on their respective web-site and in their newsletters.

4.3. Both parties can refer to the **NZ ICT Research** as an area that they are working on together in its marketing and promotional activity.

4.4. Should either organisation disclose information to the other which it indicates is confidential or which by its nature would reasonably be seen to be confidential then the recipient will keep that information confidential and will not use it for any purpose other than purpose it received it for.

4.5. Neither organisation may hold itself out as able to bind the other.

5. Organisation

5.1. NZICT will assign one of its board members and its CEO who, between them, will be responsible for liaison with the **IISEIE Executive**,

5.2. IISEIE will assign **Malcolm Fraser** to be responsible for liaison with the NZICT,

5.3. A representative of **IISEIE** will be invited annually to attend a NZICT Board meeting.

6. Operation

6.1. NZICT may hold joint Members meetings with IISEIE and costs will be jointly shared, and/or NZICT will invite IISEIE Members to attend the NZICT Member events on an agreed charging arrangement. Attendance records will be maintained to measure the level of engagement and interest.

6.2. Both organisations continue to reserve their right to develop their own policy positions on relevant issues, but where possible will endeavour to consult with each other to develop an agreed industry position. This would include sharing draft submissions in advance to encourage collaboration and identify common areas of interest or different perspectives.

6.3. Each organisation will provide the other with an invitation for two representatives to attend that organisation’s members meetings and will use reasonable endeavours to provide an opportunity for that other organisation to speak at one of those meetings on a bi-annual basis.

6.4. Each organisation party will retain ownership (including intellectual property rights) in any material that they make available to the other and any material that they create. Should material be created by the joint effort of the organisations the material will be owned jointly and each organisation is free to use it (except to the extent it contains confidential information of the other) without having to account to the other.

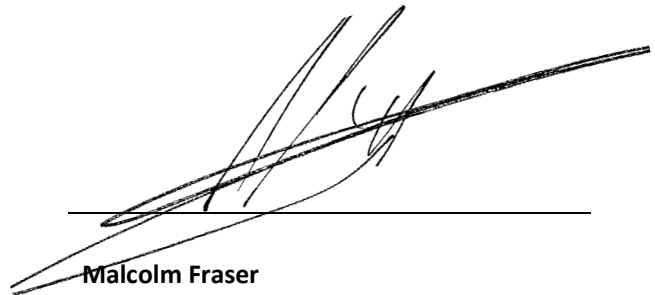
Signed by:



Brett O'Riley

NZICT Group

Date: 24 February 2010



Malcolm Fraser

IISEIE

Date: 30 – 01 - 2010