



## **New Zealand Bankers' Association - Letter of Agreement**

Karen Scott-Howman	Richard Chambers
The Chief Executive	Assistant Commissioner: Investigations
New Zealand Bankers' Association	New Zealand Police
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### **Letter of Agreement between the New Zealand Police and the New Zealand Bankers' Association**

- 1 This letter of agreement (LOA) confirms the relationship between the New Zealand Police and the New Zealand Bankers' Association, and is entered into by the New Zealand Bankers' Association on behalf of its members<sup>1</sup>. Both parties share a common goal of working together to reduce crime and increase community safety in particular within the banking environment and wish to formalise that relationship.
- 2 The Fraud Group of the New Zealand Bankers' Association and Police will meet formally at least once a year to:
  - (a) discuss the strategic direction, priorities and plans of each party
  - (b) develop initiatives and evaluate progress towards crime reduction and community safety in those areas of common interest agreed upon

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<sup>1</sup> As of 2016, New Zealand Bankers' Association members are ANZ Bank New Zealand Limited, ASB Bank Limited, Bank of China (New Zealand) Limited, Bank of New Zealand, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Citibank, N.A., The Co-operative Bank Limited, Heartland Bank Limited, The Hong Kong and Shanghai Banking Corporation Limited, JPMorgan Chase Bank, N.A., Kiwibank Limited, Rabobank New Zealand Limited, Southland Building Society, TSB Bank Limited, Westpac New Zealand Limited.

- (c) discuss any appropriate communication and media strategies regarding the partnership between the two parties, and matters of member and public interest arising from it, and
  - (d) deal with any other areas or issues relating to the common goal specified in paragraph 1 above.
- 3 The New Zealand Police and the New Zealand Bankers' Association agree to inform each other, at an early stage, of any relevant policy development that either party is undertaking, and to take all reasonable steps to ensure that there is adequate time for comment.
  - 4 The New Zealand Police and the New Zealand Bankers' Association agree to consult each other beforehand if either (or in the case of the New Zealand Bankers' Association, one or more of its members) is considering providing information or comment to the media on a matter which comes within the other party's responsibility or in which that other party (or its members) has an interest.
  - 5 Concerns about any matters, including operational or policy matters, will be raised through appropriate internal channels, rather than through the media.
  - 6 All issues, disputes and differences between the New Zealand Police and the New Zealand Bankers' Association (or any of its members) will be resolved at the earliest opportunity at a local operational level.
  - 7 Matters that remain unresolved or need further adjudication will be referred to the Police National Manager: Criminal Investigations (or his or her representative) or the Chief Executive of the New Zealand Bankers' Association (or his or her representative).
  - 8 If agreement cannot be reached within 28 days from this referral, the matter will be referred, in writing, to the Chief Executive of the New Zealand Bankers' Association and the Police Assistant Commissioner: Investigations for final resolution.
  - 9 The parties agree that from time to time they may develop agreements or protocols relating to specific procedures and activities between them. These will be attached to this LOA as schedules, and will be signed by the relevant operational managers.
  - 10 Nothing in this LOA is intended to create legal relations between the parties and neither party will be liable for actions of the other. Neither party will be liable to the other ("the harmed party") for any action or omission by the first party which has resulted in harm or loss or liability to the harmed party.
  - 11 This LOA is subject to Cabinet directives and any enactment.
  - 12 Either party may terminate this LOA without cause by providing 14 days' written notice to the other party.

- 13 This LOA commences on the date it is signed below and will be reviewed no later than three (3) years from the date of signature below.

Signed on this 18<sup>th</sup> day of January 2017

<b>Signed</b> for and on behalf of the New Zealand Bankers' Association	<b>Signed</b> for and on behalf of the New Zealand Police
Karen Scott-Howman Chief Executive New Zealand Bankers' Association	Richard Chambers Assistant Commissioner: Investigations New Zealand Police