

**No. 49585**

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**New Zealand  
and  
Cook Islands**

**Agreement between the Government of New Zealand and the Government of the Cook Islands on the exchange of information with respect to taxes. Rarotonga, 9 July 2009**

**Entry into force:** *13 December 2011 by notification, in accordance with article 13*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *New Zealand, 1 May 2012*

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**Nouvelle-Zélande  
et  
Îles Cook**

**Accord entre le Gouvernement de la Nouvelle-Zélande et le Gouvernement des Îles Cook relatif à l'échange de renseignements en matière fiscale. Rarotonga, 9 juillet 2009**

**Entrée en vigueur :** *13 décembre 2011 par notification, conformément à l'article 13*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *Nouvelle-Zélande, 1<sup>er</sup> mai 2012*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**Agreement  
between  
the Government of New Zealand  
and  
the Government of the Cook Islands  
on  
the Exchange of Information with Respect to Taxes**

The Government of New Zealand and the Government of the Cook Islands  
("the Contracting Parties"),

*Having regard* to the principles underpinning the special relationship of  
partnership and free association between the two Contracting Parties, and

*Desiring* to facilitate the exchange of information with respect to taxes,

Have agreed as follows:

## **Article 1**

### **Object and Scope of this Agreement**

The competent authorities of the Contracting Parties shall provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of those Parties concerning taxes covered by this Agreement. Such information shall include information that is foreseeably relevant to the determination, assessment and collection of such taxes, the recovery and enforcement of tax claims, or the investigation or prosecution of tax matters. Information shall be exchanged in accordance with the provisions of this Agreement and shall be treated as confidential in the manner provided in Article 8. The rights and safeguards secured to persons by the laws or administrative practice of the Requested Party remain applicable. The Requested Party shall use its best endeavours to ensure that any such rights and safeguards are not applied in a manner that unduly prevents or delays effective exchange of information.

## **Article 2**

### **Jurisdiction**

A Requested Party is not obligated to provide information which is neither held by its authorities nor in the possession or control of persons who are within its territorial jurisdiction.

## **Article 3**

### **Taxes Covered**

1. The taxes which shall be the subject of this Agreement are:
  - (a) in the case of the Cook Islands, taxes of every kind and description; and
  - (b) in the case of New Zealand, taxes of every kind and description.
2. This Agreement shall also apply to any identical or substantially similar taxes imposed after the date of signature of this Agreement in addition to, or in place of, the existing taxes. The Agreement shall also apply to such other taxes as may be agreed in an exchange of letters between the Contracting Parties. The competent authorities of the Contracting Parties shall notify each other of any substantial changes to the taxation and related information gathering measures covered by this Agreement.
3. This Agreement shall not apply to taxes imposed by, municipalities, local authorities, or possessions of a Contracting Party.

**Article 4**  
**Definitions**

1. For the purposes of this Agreement, unless otherwise defined:
  - (a) the term “the Cook Islands” means the territory of the Cook Islands;
  - (b) the term “New Zealand” means the territory of New Zealand but does not include Tokelau; it also includes any area beyond the territorial sea designated under New Zealand legislation and in accordance with international law as an area in which New Zealand may exercise sovereign rights with respect to natural resources
  - (c) the term “Applicant Party” means the Contracting Party requesting information;
  - (d) the term “collective investment fund or scheme” means any pooled investment vehicle, irrespective of legal form. The term “public collective investment fund or scheme” means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed by the public. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed “by the public” if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;
  - (e) the term “company” means any body corporate or any entity that is treated as a body corporate for tax purposes;
  - (f) the term “competent authority” means in the case of the Cook Islands, the Collector of Inland Revenue or an authorised representative of the Collector and, in the case of New Zealand, the Commissioner of Inland Revenue or an authorised representative of the Commissioner;