



INTERNATIONAL COUNCIL FOR SMALL BUSINESS

LETTER OF AGREEMENT TO HOST THE ICSB WORLD CONFERENCE

AGREEMENT, made this 20 day of June 2010, by and between the Hosts Massey University and the Small Enterprise Association of Australia and New Zealand (SEAAANZ) (hereinafter referred collectively as HOST) and the International Council for Small Business (ICSB), to host the 2012 ICSB World Conference in Wellington, New Zealand.

WHEREAS, the International Council for Small Business is the world's largest international professional organization dedicated to advancing small business and entrepreneurship, coordinates and integrates programs and information among its 2000 plus members in 70 countries joined through its affiliates in Australia/New Zealand, Brazil, Canada, Europe, Japan, Korea, Middle East, Republic of China, Puerto Rico & the Caribbean, and the United States.

WHEREAS, the ICSB, a non-profit organization, advances entrepreneurship and small business development internationally through Global Knowledge, Global Networks, Applied and Theoretical Research, Education/Teaching Exchange, Small Business Consulting/Advising and Sharing of Government Programs,

WHEREAS, ICSB and its affiliates support National, Regional and World Conferences which provide members an opportunity to learn and contribute to the latest developments in small business management and entrepreneurship with the worldwide leaders in small business management and entrepreneurship,

WHEREAS, the (HOST), desires to cooperate with the ICSB in the development and coordination of the annual World Conference for the benefit of small business, ICSB members world-wide, the respective affiliate, and various other interested groups/organizations.

WHEREAS, the HOST, agrees to follow the policies and procedures outlined in the World Conference Planning Guide and unless prior agreement is reached with the ICSB, will adhere to the guide as an agreement to receiving designation as the host or host affiliate of the particular World Conference.

THEREFORE, the parties agree as follows:

1. Criteria to Host World Conference The World Conference of the ICSB is hosted by an affiliate in good standing or approved host (e.g., University, Center for Entrepreneurship, or other non-profit hosting agency). Any agreement to host and organize the World Conference includes the following responsibilities: Ensure that the conference theme, registration fee and all events surrounding the conference are consistent with the ICSB's philosophy and goals. Work with the Senior Vice President for Programmes and the ICSB Board of Directors. Prepare and submit all required reports on time and with full disclosure (See World Conference Planning Guide, Appendix A: Time-Table for World Conference and actual World Conference Planning Guidelines text). Provide a full accounting and a complete conference report within the required time period. Cooperate with ICSB through the Senior Vice President for Programmes to select speakers and events. Cooperate with ICSB in the solicitation of sponsorships for the conference and in sharing of the proceeds of such cooperative solicitations (as outlined in the World Conference Planning Guidelines).

2. Agreement on individual activities in support of the World Conference initiated by affiliate. Details related to individual activities will be agreed upon in writing through an exchange of letters/e-mails by designated contact persons for the parties (Refer to World Conference Planning Guidelines. The letters will specify: a) names of contact persons; b) scope of activity; c) budget for the World Conference; d)

designation of person(s)/entity fees to receive income and pay expenses connected with the World Conference; e) addition of participating cosponsors; and any exhibition in conjunction with the activity concerned.

3. Allowable fees. Any fees charged for participation in the cosponsored activity shall not exceed the estimated direct and indirect costs of the activity. Most attendees must secure funding from their respective organizations, generally academic, corporate, or governmental. High registration fees will prohibit many from attending. Thus, it is important to secure private-public sector funding or reduce costs so as to minimize registration fees. A good benchmark is to examine prior three years of registration fees from previous ICSB World Conferences. A differential fee for non-members, consisting of an appropriate membership fee plus conference registration fee must be established. Membership fees collected from non-members shall be forward to the International office within 60 days after the close of the World meeting.

4a. World Conference Fee to ICSB. Affiliates will agree to pay the ICSB a fix rate, which is currently \$16,000 US, for right to hold the annual World meeting. This fee is due in two parts (for detailed information please refer to Section 4.0 ICSB FEES of the ICSB 's PLANNING GUIDELINES FOR WORLD CONFERENCES – June 2005 version). As stated in the planning guidelines, the fee will be paid in two components: 12 months before the conference the Host Affiliate will pay half (\$8,000USD) the Hosting Fee and a final check for the balance of the fee will be provided to the Senior Vice President Finance & Control at the commencement of the Conference. If the Hosting Affiliate completes all the reporting process as required in the World Conference Planning Guidelines, and confirmed by the SVP of Programmes, the IO will return \$1000USD to the Hosting Affiliate, after the reporting process is certified.

Signatory initials selects this option and negates 4b. _____



4b. Option for Revenue Sharing. Subject to approval by the ICSB Board of Trustees, ICSB may enter into an agreement to share revenue/loss for the Annual World Conference with the Affiliate or Host. The revenue sharing model shall be herein specified to be __25__% to ICSB and __75__% to Affiliate or Host. Accounting for the conference budget shall be the responsibility of the Affiliate or Host and shall be presented to the ICSB within 90 days of the close of the conference. The Affiliate or Host shall provide to the ICSB a non-binding budget indicating pro-forma sources of revenues and expenses with its proposal to host the World Conference. While it is recognized that the final accounting may vary from this pro-forma budget, this budget shall serve as the basis for the final accounting.

Signatory initials selects this option and negates 4a. _____

5. Appropriate recognition. The ICSB and the affiliate each will receive appropriate recognition, reflecting the respective roles of the parties, through the use of the parties' names and logos in materials distributed or otherwise used in connection with the World Conference, including room decor. In distributed materials, the names and logos of all sponsors will be presented.

6. Requirements for printed materials. ICSB reserves the right of final approval of all information to be provided at or through the World Conference, regardless of the form of communication.

7. Lists of participants/attendees. Within thirty (30) days after the conference, a complete list of all attendees names, addresses, telephone and FAX numbers available shall be generated for use in publishing the Annual Membership Directory per agreed upon format.

8. Public officials/political candidates. Political candidates and/or elected officials may participate in World Conference activities and events for the sole purpose of promoting the mission of ICSB and its affiliates.

9. Quality and Quantity of activities. The parties will cooperate to ensure that the activity will be of the highest quality and quantity will be comparable to previous World Conference standards. This applies to number of days, events, meals and social activities. This should be consistent with World Conference Planning Guide.

10. Financial report. Within 90 days following the conclusion of the World Conference, per the World Conference Planning Guide, the affiliate will generate for ICSB a final financial report summarizing income collected and expenses paid in connection with the World Conference. Within ninety (90) days a list of revenues, including contributions of sponsors and exhibitors, shall be generated for the ICSB Senior Vice President for Finance and Control. Any adjustments, as per Clause 4, shall be negotiated at this time. In addition, any pending funds/ fees shall be forwarded to the International Office.

11. Liability. Neither party assumes any liability for costs incurred by, or damages assessed against, the other party or any participating cosponsor involved with the World Conference.

12. Termination and/or Cancellation. Either party may terminate and/or cancel this agreement upon not less than eighteen (18) months from signature of contract written notice by certified mail to the other party. Termination shall not affect compliance with all terms of the agreement for activities completed before termination. Termination of this agreement by said Affiliate of Host within eighteen months of the scheduled World Conference date will result in a cancellation clause penalty of \$5,000 U.S. if the conference can not be rescheduled.



ICSB

David Smallbone

ICSB President
Phone: 1-202-994-0704

Date June 20, 2010

Host

Claire Massey

Massey University
Wellington 6140, New Zealand

Date _____

Host

Small Enterprise Association of Australia and New Zealand (SEAANZ)
Brian Gibson, President of SEAANZ
Professor Brian Gibson, Education Consultant
Director of Research and Curriculum Development, TOP Education Institute, Sydney
Conjoint Professor, Newcastle Business School, The University of Newcastle
President, Small Enterprise Association of Australia and New Zealand (SEAANZ)

Date _____