Memorandum of Arrangement on the Implementation of Part VI of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting

The competent authorities of Ireland and New Zealand (hereinafter referred to as the "Contracting Jurisdictions") have established this Memorandum of Arrangement concerning the mode of application of the arbitration process provided for in Part VI of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (hereinafter referred to as "the Convention"). This Memorandum of Arrangement is entered into pursuant to Article 26 of the Convention between Ireland and New Zealand for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income (hereinafter referred to as "the Covered Tax Agreement"), as modified by Article 16 of the Convention, and paragraph 10 of Article 19 of the Convention. The competent authorities may modify or supplement this Memorandum of Arrangement by an exchange of letters between them.

Definitions
For the purposes of this Memorandum of Arrangement, the term "competent authority" means, in the case of Ireland, the Revenue Commissioners or their authorised representative, and, in the case of New Zealand, the Commissioner of Inland Revenue or an authorised representative of the Commissioner.

Section 1. Request for submission of case to arbitration

1.1 A request that unresolved issues arising from a Mutual Agreement Procedure case be submitted to arbitration pursuant to paragraph 1 of Article 19 of the Convention (hereinafter referred to as the "request for arbitration") will be made in writing and sent to one or both of the competent authorities. The request will contain sufficient information to identify the case. The request will also be accompanied by a written statement by each of the persons who either made the request or is directly affected by the case that no decision on the same issues has already been rendered by a court or administrative tribunal of the Contracting Jurisdictions.

1.2 Within 10 days after the receipt of the request, a competent authority who received it without any indication that it was also sent to the other competent authority will send a copy of that request and the accompanying statements to the other competent authority.

Section 2. Minimum information necessary for case to be considered

2.1 For purposes of Article 19 of the Convention, references to "the information necessary to undertake substantive consideration of the case" and "the minimum information necessary for each competent authority to undertake substantive consideration of the case" will be understood as follows:

(a) for Ireland, the information and documentation which will be provided when making a request for Mutual Agreement Procedure as set out in Tax and Duty Manual Part 35-02-08 *Guidelines for requesting Mutual Agreement Procedure ("MAP") assistance in Ireland* on the Revenue.ie website, as such guidance may be amended from time to time;

(b) for New Zealand, the information and documentation which will be provided when making a request for Mutual Agreement Procedure as set out on the Mutual Agreement Procedure page on the Inland Revenue Department website, ird.govt.nz,

as such guidance may be amended from time to time;

(c) any other specific additional information requested by the competent authority of a Contracting Jurisdiction within three calendar months after the receipt of the request for a Mutual Agreement Procedure; and

(d) a proposed resolution by the taxpayer addressing the unresolved issue to be arbitrated and their position as to how the taxation not in accordance with the Convention arises.

2.2 The competent authorities of the Contracting Jurisdictions will notify each other of any significant changes that are made with respect to the information requirements provided in their domestic guidance relevant to a request for a Mutual Agreement Procedure.

Section 3. Terms of reference

3.1

(a) Within 60 days after the request for arbitration has been received by both competent authorities, the competent authorities will jointly decide on the unresolved issue to be resolved by the arbitration panel and communicate them in writing to the person who made the request for arbitration. This will constitute the "Terms of Reference" for the case. Notwithstanding the following paragraphs of this Memorandum of Arrangement, the competent authorities may also, in the Terms of Reference, provide procedural rules that are additional to, or different from, those included in these paragraphs and deal with such other matters as are deemed appropriate.

(b) If the Terms of Reference have not been communicated to the person who made the request for arbitration within the period referred to in sub-paragraph a) above, that person and each competent authority may, within 30 days after the end of that period, communicate in writing to each other a list of issues to be resolved by the arbitration. All the lists so communicated during that period will constitute the tentative Terms of Reference. Within 30 days after all the arbitrators have been appointed as provided in the following paragraphs of this Memorandum of Arrangement, the Chair will communicate to the competent authorities and the person who made the request for arbitration a revised version of the tentative Terms of Reference based on the lists so communicated. Within 30 days after the revised version has been received by both of them, the competent authorities may jointly decide on different Terms of Reference and communicate them in writing to the arbitrators and the person who made the request for arbitration. If they do so within that period, these different Terms of Reference will constitute the Terms of Reference for the case. If no different Terms of Reference have been jointly decided by the competent authorities and communicated in writing within that period, the revised version of the tentative Terms of Reference prepared by the arbitrators will constitute the Terms of Reference for the case.

Section 4. Appointment of arbitrators

4.1 Notwithstanding the paragraphs of Article 20 of the Convention, the competent authorities of the Contracting Jurisdictions have jointly decided that the following rules will govern the appointment of the members of an arbitration panel:

(a) Each competent authority will appoint one panel member within 90 days of the date of the request for arbitration under paragraph 1 of Article 19 of the Convention. The two members so appointed will, within 60 days of the latter of their appointments, appoint a third member who will serve as the Chair of the arbitration panel. The arbitrators will choose the Chair from the list that has been jointly decided by the competent authorities pursuant to paragraph 4.6.

(b) In the event that the competent authority of a Contracting Jurisdiction fails to appoint a member of the arbitration panel within the time period specified in subparagraph (a), a member will be appointed on behalf of that competent authority by the highest ranking official of the Centre for Tax Policy and Administration of the Organisation for Economic Co-operation and Development who is not a national of either Contracting Jurisdiction. The relevant appointment will be made within 60 days after receiving a request to that effect from the person who made the request for arbitration.

(c) If the two initial members of the arbitration panel fail to appoint the Chair within the time period specified in subparagraph (a), the Chair will be appointed by the highest-ranking official of the Centre for Tax Policy and Administration of the Organisation for Economic Co-operation and Development who is not a national of either Contracting Jurisdiction. The relevant appointment will be made within 60 days after receiving a request to that effect from the person who made the request for arbitration. In these circumstances, the Chair of the arbitration panel will be appointed from the list that has been jointly decided by the competent authorities pursuant to paragraph 4.6. In the event that no list has been provided pursuant to paragraph 4.6 or none of the persons identified in the list are available, a Chair will be appointed by and at the discretion of the highest-ranking official of the Centre for Tax Policy and Administration of the Organisation for Economic Co-operation and Development who is not a national of either Contracting Jurisdiction.

4.2 Except to the extent that the competent authorities jointly decide on different rules, the procedures provided in Article 20 of the Convention and Section 4 of this Memorandum of Arrangement will apply with the necessary adaptations if for any reason it is necessary to replace an arbitrator after the arbitration process has begun. In such circumstances, the competent authorities will also jointly decide necessary adaptations, as appropriate, to the deadlines provided in Section 5 of this Memorandum of Arrangement.

4.3 An arbitrator will be considered to have been appointed when a letter confirming that appointment and signed by both the arbitrator and the person or persons who have the power to appoint that arbitrator has been communicated to both competent authorities.

4.4 The competent authorities will appoint arbitrators who have expertise or experience in international tax matters. They need not, however, have experience as either a judge or arbitrator. Each arbitrator appointed to the arbitration panel will be impartial and independent of the competent authorities, tax administrations, and ministries of finance of the Contracting Jurisdictions and of all persons directly affected by the case (as well as their advisors and any related persons). In particular, the arbitrators will not be employed by the competent authorities, tax administrations, and ministries of finance of the Contracting Jurisdictions and of all persons directly affected by the case (as well as their advisors and any related persons) at the time of accepting an appointment. The arbitrators will maintain their impartiality and independence throughout the proceedings, and avoid any conduct for 12 months after the date the panel delivers its decision under paragraph 5.7 or subparagraph 5.8(e), as the case may be, or any other period jointly decided by the competent authorities, which may damage the appearance of impartiality and independence of the arbitrators with respect to the

proceedings. Each arbitrator appointed to the arbitration panel will execute a written certification to this effect. The arbitrators will undertake to promptly disclose to both competent authorities, in writing, any new facts or circumstances that arise during or following the arbitration proceedings that might give rise to doubts with respect to their impartiality or independence.

4.5 If a competent authority becomes aware of a breach by an arbitrator of the impartiality and independence requirements referred to in paragraph 4.4, they will bring that breach to the attention of the other arbitrators and the competent authority of the other Contracting Jurisdiction immediately. The competent authorities will then, based on the particular facts and circumstances of the case and the breach, jointly decide how to proceed and may, for example –

(a) remove and replace the relevant arbitrator; or

(b) terminate the arbitration proceeding and appoint a new arbitration panel.

4.6 The competent authorities will identify and jointly decide on a list of at least 3 persons who are qualified and willing to serve as the Chair of an arbitration panel. The competent authorities will review and revise this list as necessary. The persons to be identified for purposes of this list will meet the requirements of paragraph 4.4.

Section 5. Arbitration process

Final Offer Arbitration

5.1 Within 90 days after the appointment of the Chair of the arbitration panel (unless, before the end of that period, the competent authorities jointly decide on a different period or jointly decide to use a different type of arbitration process, such as the approach described in paragraph 5.8, with respect to the relevant case), the competent authority of each Contracting Jurisdiction will submit to the Chair of the arbitration panel a proposed resolution which addresses all unresolved issue(s) in the case (taking into account all agreements previously reached in that case between the competent authorities). The Chair will forward the proposed resolutions to the other members of the arbitration panel and the other competent authority only after receipt of both proposed resolutions or after the 90 day period has expired, whichever is the earlier. The proposed resolution will be limited to a disposition of specific monetary amounts (for example, of income or expense) or, where specified, the maximum rate of tax that may be charged pursuant to the paragraphs of the Covered Tax Agreement (as it may be modified by the Convention), for each adjustment or similar issue in the case. In a case in which the competent authorities of the Contracting Jurisdictions have been unable to reach agreement on an issue regarding the conditions for application of a paragraph of the Covered Tax Agreement (as it may be modified by the Convention) (hereinafter referred to as a "threshold question"), such as whether an individual is a resident or whether a permanent establishment exists, the competent authorities may submit alternative proposed resolutions with respect to issues the determination of which is contingent on resolution of such threshold questions. The proposed resolution will not exceed 5 pages.

5.2 The competent authority of each Contracting Jurisdiction may also submit a supporting position paper for consideration by the arbitrators. Any such supporting position paper will be submitted to the Chair of the arbitration panel within the period of time provided for in paragraph 5.1. The Chair will forward the supporting position papers to the other members of the arbitration panel and the other competent authority only after receipt of both supporting position papers or after the period of time provided for in paragraph 5.1 has expired, whichever is the earlier. A supporting position paper will not exceed 30 pages, plus annexes. Any annex to a supporting position paper will be a document that was provided by one competent authority to the other, or by the taxpayer to both competent authorities, for use in the negotiation of the Mutual Agreement Procedure case.

5.3 In the event that the competent authority of one Contracting Jurisdiction fails to submit a proposed resolution within the period of time provided for in paragraph 5.1, the Chair of the arbitration panel will inform the competent authority that if a proposed resolution is not received within an additional 7 days, the arbitration panel will select as its decision the proposed resolution submitted by the other competent authority.

5.4 Each competent authority may also submit a reply submission with respect to the proposed resolution and supporting position paper submitted by the other competent authority. Any such reply submission will be submitted to the Chair of the arbitration panel within 150 days after the appointment of the Chair of the arbitration panel. The Chair will forward the reply submissions to the other members of the arbitration panel and the other competent authority only after receipt of both reply submissions or after the 150 day period has expired, whichever is the earlier. A reply submission will not exceed 10 pages.

5.5 In the event that the competent authority of one Contracting Jurisdiction fails to submit a reply submission within the period of time provided for in paragraph 5.4, the Chair of the arbitration panel will inform the competent authority that any reply submission not received within an additional 7 days will not be considered by the arbitrators.

5.6 As far as possible, the arbitrators will use tele- and videoconferencing to communicate between themselves and with both competent authorities. If a face-to-face meeting involving additional costs is necessary, the Chair will contact the competent authorities who will decide when and where the meeting will be held and will communicate that information to the arbitrators.

5.7 The arbitration panel will select as its decision one of the proposed resolutions for the case submitted by the competent authorities with respect to each issue and any threshold questions, and will not include a rationale or any other explanation of the decision. The arbitration decision will be adopted by a simple majority of the arbitrators. The arbitration decision will be delivered to the competent authorities of the Contracting Jurisdictions in writing within 90 days after the reception by the arbitrators of the last reply submission or, if no reply submission has been submitted, within 180 days after the appointment of the Chair of the arbitration panel. The arbitration decision will have no precedential value.

Independent Opinion Arbitration

5.8 (a) If, within 60 days after the appointment of the Chair of the arbitration panel, the competent authorities jointly decide to use the independent opinion arbitration process, each competent authority will provide to the arbitration panel and to the other competent authority, within 120 days after that decision, any information that it considers necessary for the panel to reach its decision. That information will include a description of the facts and the unresolved issues to be decided together with the positions of the competent authorities. Unless the competent authorities otherwise jointly decide, the arbitration panel will not take into account any information that was not available to both competent authorities before both competent authorities received the request for arbitration (or a copy thereof).

(b) In the event that the competent authority of one Contracting Jurisdiction fails to submit the information described in subparagraph a) within the period of time provided for in that subparagraph, the Chair of the arbitration panel will inform the competent authority of the Contracting Jurisdiction that if a proposed position is not submitted within an additional 7 days, the arbitration panel will select as its decision the position submitted by the other competent authority.

(c) The competent authority who received the written request for arbitration will notify the person who made the request for arbitration of a decision to use the independent opinion arbitration process described in this paragraph within 7 days of making such a decision.

(d) The arbitrators will decide the issues submitted to arbitration in accordance with the applicable paragraphs of the Covered Tax Agreement, as modified by the Convention, and, subject to these paragraphs, of those of the domestic laws of the Contracting Jurisdictions. The arbitrators will also consider any other sources which the competent authorities of the Contracting Jurisdictions may by joint decision expressly identify.

(e) The arbitration decision will be delivered to the competent authorities of the Contracting Jurisdictions in writing within 365 days after the date of the appointment of the Chair and will indicate the sources of law relied upon and the reasoning which led to its result. The arbitration decision will be adopted by a simple majority of the arbitrators. The arbitration decision will have no precedential value.

Section 6. Communication of information and confidentiality

6.1 The competent authorities will, together, ensure each arbitrator agrees in writing, prior to acting in an arbitration proceeding, to abide by and be subject to the confidentiality and non-disclosure paragraphs of Article 27 of the Covered Tax Agreement and of the applicable domestic laws of the Contracting Jurisdictions. If an arbitrator uses staff in connection with the performance of their duties, each staff member will be required to execute a similar written agreement.

6.2 If a competent authority becomes aware of a breach by an arbitrator and/or their staff of the confidentiality and non-disclosure requirements referred to in paragraph 6.1 they will bring that breach, to the attention of the other arbitrators and the competent authority of the other

Contracting Jurisdiction immediately. The competent authorities will then, based on the particular facts and circumstances of the case and the breach, jointly decide how to proceed and may, for example –

(a) remove and replace the relevant arbitrator; or

(b) terminate the arbitration proceeding and appoint a new arbitration panel.

6.3 Before the Chair is appointed, the competent authorities will send any correspondence concurrently to both arbitrators.

6.4 After the Chair is appointed, unless jointly decided otherwise by the competent authorities and the Chair, the competent authorities will send any correspondence to the Chair (with a copy sent to the other competent authority). The Chair will send any correspondence from the arbitrators to the competent authorities concurrently to both competent authorities.

6.5 Except with regard to administrative or logistical matters, no arbitrator will have any *ex parte* communications with one competent authority with respect to the mutual agreement case that resulted in the arbitration proceeding.

6.6 All communication, except with regard to administrative or logistical matters, between the arbitrators and the competent authorities will be in writing. Unless the competent authorities otherwise jointly decide, written communication by email is allowed to the extent that appropriate measures are taken to preserve the confidentiality of any information that may identify the taxpayer. Express or priority mail or a courier service will be used for all correspondence other than that sent via email.

6.7 No substantive discussions may take place without all three arbitrators present.

6.8 Except as permitted pursuant to subparagraph 5.8(c), no arbitrator will have communications regarding the issues or matters before the arbitration panel with

(a) the person who presented the case;

(b) any other person whose tax liability to either Contracting Jurisdiction may be directly affected by a mutual agreement reached as a result of the case; or

(c) their representatives or agents

during or subsequent to the arbitration proceedings.

6.9 At the termination of the arbitration proceedings each arbitrator will immediately destroy all documents or other information received in connection with the proceedings.

Section 7. Operating procedures

7.1 To the extent needed, the arbitration panel may adopt any additional procedures necessary for the conduct of its business, provided that the procedures are not inconsistent with any paragraph of Part VI of the Convention or Article 26 of the Covered Tax Agreement, as modified by Article 16 of the Convention.

7.2 If the arbitration panel adopts any additional procedures, the Chair will provide a written copy of them to the competent authorities. These procedures will have effect only if both competent authorities approve them.

Section 8. Costs

8.1 Unless the competent authorities otherwise jointly decide:

(a) each competent authority and the person who requested the arbitration will bear the costs related to its own participation in the arbitration proceedings;

(b) all other costs related to the arbitration proceedings will be borne in equal shares by the two competent authorities.

8.2 Unless jointly determined by the competent authorities, compensation of the arbitrators will be determined as follows:

(a) The fees of the arbitrators will be fixed at EUR 1000 per person per meeting, preparation or travel day. The reimbursement of the expenses of the arbitrators will be limited to the reimbursement usual for high ranking civil servants of the Contracting Jurisdiction that first received the request for submission of the unresolved issue(s) in the case to arbitration;

(b) The fees of the arbitrators will in no case exceed EUR 7000 per person. The expenses reimbursed to the arbitrators will in no case exceed EUR 7000 per person. If the arbitration panel considers that the proper consideration of the case would cause the fees or expenses of the arbitration panel to exceed these amounts, the Chair will contact the competent authorities to request their guidance.

Section 9. Failure to communicate the decision within the required period

9.1 In the event that the decision has not been communicated to the competent authorities within the period provided for in paragraph 5.7 or subparagraph 5.8(e), as the case may be, or within any other period jointly determined by the competent authorities, the fees of each arbitrator will be limited to an amount jointly determined by the competent authorities at the time. In such a case, the competent authorities may jointly decide to appoint new arbitrators in accordance with Article 20 of the Convention and Section 4 of this Memorandum of Arrangement. The date of such joint decision to appoint new arbitrators will, for the purposes of the subsequent application of Article 20 of the Convention and Section 4 of this Memorandum of Arrangement, be deemed to be the date when the request for arbitration has been received by both competent authorities.

Section 10. Final decision

10.1 If a final decision by a court of one of the Contracting Jurisdictions holds that the arbitration decision is invalid, the arbitration decision will not be binding on the Contracting Jurisdictions. In such a case, the request for arbitration under paragraph 1 of Article 19 of the Convention will be considered not to have been made, and the arbitration process will be considered not to have taken place (except for the purposes of Article 21 (Confidentiality of Arbitration Proceedings) and Article 25 (Costs of Arbitration Proceedings) of the Convention and Sections 6 and 8 of this Memorandum of Arrangement). In such a case the person who made the request for arbitration may make a new request for arbitration, which will be accepted unless the competent authorities jointly decide that the actions of that person or its representatives were the main reason for the invalidation of the arbitration decision.

10.2 It is understood that subdivision ii) of subparagraph b) of paragraph 4 of Article 19 of the Convention is intended to apply where, under the domestic laws of a Contracting Jurisdiction, a court has invalidated the arbitration decision based on a procedural or other failure or other conduct that has materially affected the outcome of the arbitration proceeding, which may include:

(a) a violation of the impartiality or independence requirements applicable to arbitrators pursuant to Article 20 of the Convention and Section 4 of this Memorandum of Arrangement;

(b) a breach of the confidentiality requirements applicable to arbitrators pursuant to Article 21 of the Convention and Section 6 of this Memorandum of Arrangement;

(c) any other failure to adhere to the procedural requirements provided in Part VI of the Convention and this Memorandum of Arrangement; or

(d) collusion between the person who presented the Mutual Agreement Procedure request and one of the Contracting Jurisdictions.

10.3 It is understood that Section 10 of this Memorandum of Arrangement does not provide independent grounds for the invalidation of an arbitration decision where such grounds do not exist under the domestic laws of the Contracting Jurisdictions.

Section 11. Implementing the arbitration decision

11.1 The competent authorities will implement the arbitration decision within 180 days after the communication of the decision to them by reaching a mutual agreement on the case that led to the arbitration.

Section 12. Entry into effect of Part VI (Arbitration) of the Convention

12.1 As provided by Article 36 (Entry into Effect of Part VI) of the Convention the paragraphs of Part VI (Arbitration) of the Convention will have effect with respect to cases presented to the competent authority of a Contracting Jurisdiction on or after the later of the dates on which the Convention has entered into force for each of the Contracting Jurisdictions.

Section 13. Reservation with respect to the scope of cases that will be eligible for arbitration under the paragraphs of Part VI of the Convention

Pursuant to subparagraph a) of paragraph 2 of Article 28 of the Convention, the following reservations have been made with respect to the scope of cases that will be eligible for arbitration under the paragraphs of Part VI of the Convention:

(a) By Ireland

Serious penalties. Ireland reserves the right to exclude from the scope of Part VI cases connected with actions for which the taxpayer or a related person (or a person acting for either the taxpayer or a related person) is liable to a penalty as a result of deliberate behaviour in accordance with Sections 1077E and 1077F Taxes Consolidation Act 1997. For this purpose, 'deliberate behaviour' is to be interpreted in accordance with the guidance contained in the Code of Practice for Revenue Audits and other Compliance Interventions, which will be reviewed on an on-going basis and may be modified to reflect changes in legislation and emerging practices. Any subsequent provisions replacing, amending or updating Sections 1077E and 1077F Taxes Consolidation Act 1997 would also be comprehended. Ireland will notify the Depositary of any such subsequent provisions.

Domestic anti-avoidance. Ireland reserves the right to exclude from the scope of Part VI cases involving the application of Ireland's domestic anti-avoidance rules contained in Sections 811, 811A, 811C and 811D Taxes Consolidation Act 1997. Any subsequent provisions replacing, amending or updating these anti-avoidance rules would also be comprehended. Ireland will notify the Depositary of any such subsequent provisions.

(b) By New Zealand

New Zealand reserves the right to exclude from the scope of Part VI of the Convention (Arbitration) any case involving the application of New Zealand's general anti-avoidance rule contained in section BG 1 of the Income Tax Act 2007. Any subsequent paragraphs replacing, amending or updating these anti-avoidance rules are also included in this reservation. New Zealand will notify the Depositary of the Convention of any such subsequent paragraphs.

New Zealand reserves the right to exclude from the scope of Part VI of the Convention (Arbitration) any case involving the application of anti-avoidance rules concerning the avoidance of a permanent establishment in New Zealand. For the purposes of the application of this reservation by New Zealand, "anti-avoidance rules concerning the avoidance of a permanent establishment" will include the rules provided for in section GB 54 of the Income Tax Act 2007. Any subsequent paragraphs replacing, amending or updating these anti-avoidance rules are also included in this reservation. New Zealand will notify the Depositary of the Convention of any such paragraphs.

Section 14. Entry into effect and termination

14.1 This Memorandum of Arrangement takes effect on the later of the two signature dates below and remains in effect until terminated by either competent authority giving at least 6 months written notice to the other.

14.2 Arbitrations that have commenced prior to the termination date will be concluded in accordance with this Memorandum of Arrangement.

Signed in duplicate:

For the competent authority of Ireland	For the competent authority of New Zealand
Signature of representative	Signature of representative
ANNE MARGARET GORMLEY	John Nash
Printed name of representative	Printed name of representative
Head of Tax Treaties Branch	Strategic Advisor, International
Official title of representative	Official title of representative
Date: 16 September 2026	Date: 15 September 2026
Place: Dublin, Ireland	Place: Wellington, NZ