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10 March 2020

Annie Rayner by email: [fyi-request-12191-8fe9d445@requests.fyi.org.nz](mailto:fyi-request-12191-8fe9d445@requests.fyi.org.nz)

Dear Annie

### Official Information request and response

Thank you for your request under the Official Information Act ("OIA") dated 14 February 2020.

You have requested:

*The funding agreement with Radio NZ.*

I have attached the requested information below:

- Funding agreement with RNZ, 1 July 2017 – 30 June 2020
- Funding agreement performance measures 2018 – 19
- Funding agreement variations 2018 – 19
- Funding agreement performance measures 2019 – 20
- Amendment: RNZ / NZ On Air funding agreement 2019 - 20

Small redactions have been made to remove personal contact details.

For your information, funding provided by NZ On Air for all successful projects is searchable on our website. You can also sign up to receive our bi-monthly industry newsletter via our website.

You have the right to refer this response to the Ombudsman if you are dissatisfied with it. More information on how to do this is [here](#). NZ On Air proactively releases information in accordance with the Government's commitment to the Open Government Partnership National Action Plan. This includes publishing responses to requests for information under the OIA. Please note that this response (with your name removed) will be published on the NZ On Air website shortly and will remain on our website for 12 months.

Thank you for your interest in our work.

Yours sincerely

Clare Helm

**ACTING CHIEF EXECUTIVE**

**Connecting and reflecting our nation**

DATED

4 August

2017

**THE BROADCASTING COMMISSION**

**AND**

**RADIO NEW ZEALAND LIMITED**

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**THE FUNDING AGREEMENT FOR THE PUBLIC MEDIA  
SERVICES OF RNZ**

**01 JULY 2017 TO 30 JUNE 2020**

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## RNZ FUNDING AGREEMENT

THIS AGREEMENT is made the 4<sup>th</sup> day of August 2017.

### BETWEEN

THE BROADCASTING COMMISSION, a statutory body corporate established by the Broadcasting Act 1989 ('NZ On Air')

### AND

RADIO NEW ZEALAND LIMITED, a duly incorporated company having its registered office at Wellington and regulated by the Radio New Zealand Act 1995 ('RNZ')

NZ On Air and RNZ are hereafter referred to as the 'Parties' to this Agreement.

### PREAMBLE:

- A. RNZ is New Zealand's national, public broadcaster. NZ On Air is the New Zealand Government's agency for funding audio and visual public media content. Both have an interest in working strategically to promote and develop the quality and range of services provided by RNZ for the benefit of the people of New Zealand.
- B. Each year, NZ On Air receives funding from a Vote Arts, Culture and Heritage appropriation, and is instructed by the Minister of Arts, Culture and Heritage to apply a portion of that funding to RNZ. The Parties understand that NZ On Air will be instructed to provide **\$35,356,000 (plus GST) per annum** to RNZ, for the period 1 July 2017 to 30 June 2020, in order to fund RNZ's operations (excluding its "RNZ International" and "Parliamentary Network" services). NZ On Air will provide this funding to RNZ on the terms and conditions contained in this Agreement.
- C. The Parties understand that RNZ may supplement the funding provided under this Agreement with additional funding derived from other revenue sources. The amount and disposition of such additional funding is entirely a matter for determination by RNZ.

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires:

'Act' means the Broadcasting Act 1989.

'Charter' shall mean the requirements of Section 8 of the Radio New Zealand Act 1995.

'Contract Period' means the period beginning on 01 July 2017 and expiring on 30 June 2020.

'Contract Year' means any period of 12 months commencing on 01 July in the Contract Period.

'Force Majeure Event' means any event beyond the reasonable control of the affected Party such as strikes, lockouts, riots, acts of war, acts of God, epidemics, earthquakes, fire or governmental action superimposed after the date of this Agreement.

**'Lifeline Utility'** means a lifeline utility in accordance with the requirements of the Civil Defence Emergency Management Act 2002

**'Minister'** means the Minister of Arts, Culture and Heritage.

**'NZ On Air Funding'** means the funding to be provided to RNZ by NZ On Air as provided in Clause 4.1.

**'Performance Measures'** means the Performance Measures set in accordance with Clause 3.2 and measuring how successfully RNZ is meeting the Charter.

**'Primary Coverage Area'** means an area covered by the Primary Coverage Signal.

**'Primary Coverage Signal'** means a primary radio daytime urban coverage signal of a field strength of 66dBu (2.0 millivolts per metre) for FM and AM.

**'Programme Network'** means the paths used to provide audio input to the Transmission Sites necessary to maintain the Primary Coverage Area.

**'Public Media Services'** means the diverse public media content and services provided by RNZ National, RNZ Concert and other associated platforms to deliver on the Charter, other than RNZ's RNZ International' and the 'Parliamentary Network' services.

**'Rights'** means all rights under copyright or other intellectual property rights including (but not limited to) rights in respect of free to air, subscription, cable and satellite, all rights for the purpose of sale merchandising and ancillary rights that are from time to time negotiated by RNZ in the normal course of its business.

**'RNZ Concert'** means the radio network system to be operated by RNZ using the radio frequencies issued pursuant to and subject to the conditions set out in the Radiocommunications Act 1989 in particular, Section 175 of that Act.

**'RNZ National'** means the radio network system to be operated by RNZ using the radio frequencies issued pursuant to and subject to the conditions set out in the Radiocommunications Act 1989 in particular, Section 175 of that Act.

**'Transmission Sites'** means the sites necessary to maintain the Primary Coverage Area for radio delivery,

**'Working Day'** means any day other than:

- (a) a Saturday, a Sunday or a public holiday (as defined in the Holidays Act 2003) in Wellington; and
- (b) the period between 26 December in any year and the following 5 January.

- 1.2 Headings in this Agreement are for convenience only and shall not affect the interpretation of the provisions of this Agreement.
- 1.3 A reference in this Agreement to a Clause or a Schedule shall be read as a reference to that clause or schedule of this Agreement.
- 1.4 Any reference in this Agreement to 'dollars' or '\$', shall be a reference to New Zealand dollars.
- 1.5 A reference in this Agreement to a month or a year shall be a reference to a calendar month or a calendar year. A reference to a quarter shall be a reference

to a period of 3 months commencing on 1 January, 1 April, 1 July or 1 October in any year.

- 1.6 If there is any conflict between any part of this Agreement, the descending order of precedence will be as follows:
- (a) The body of this Agreement.
  - (b) The Schedules to this Agreement.
- 1.7 A reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time.
- 1.8 A reference to "includes" means "includes without limitation", and "include", "included" and "including" have corresponding meanings.
- 1.9 The singular includes the plural and vice versa.
- 1.10 A reference to any enactment, regulation or expression of Government policy is a reference to that enactment, regulation or policy as amended, or to any enactment, regulation or policy substituted for it, and any reference to an enactment includes all regulations made under that enactment.
- 1.11 A reference to "written" or "in writing" includes all modes of presenting or reproducing text in a form that is legible, permanently visible and capable of being retained and stored (which to avoid doubt may include email).

## **2. GENERAL OBLIGATIONS**

- 2.1 NZ On Air shall pay RNZ for the Public Media Services for the Contract Period on the terms and conditions of this Agreement.
- 2.2 RNZ shall provide the Public Media Services in a cost-efficient manner for the Contract Period for the amounts so paid by NZ On Air as hereinafter described and upon the terms and conditions of this Agreement.

## **3. RNZ'S DUTIES AND OBLIGATIONS**

### **3.1 Accessibility**

- 3.1.1 RNZ shall, during the Contract Period and in respect of the Public Media Services, maintain the Programme Network and the extent of the Primary Coverage Area achieved at the date of this Agreement, as set out in Schedule 1.
- 3.1.2 RNZ shall not, during the Contract Period, reduce the extent of the Primary Coverage Area specified in Clause 3.1.1 unless clauses 3.1.3 to 3.1.4 below are followed.
- 3.1.3 If RNZ proposes reducing the extent of the Primary Coverage Area, RNZ will provide to NZ On Air and the Ministry for Culture and Heritage (the Ministry) information on changes it wishes to make with three months' written notice and this will include a report showing the impact on the population affected, their viable alternatives for receiving the RNZ National service and any implications for RNZ's Lifeline Utility duties.
- 3.1.4 NZ On Air and the Ministry will notify RNZ in writing of any concerns about the proposal to reduce the extent of the Primary Coverage Area within 20 working days of its receipt. The parties and the Ministry will meet as soon as is practicable to discuss in good faith the matters that give rise to the concerns. Once all concerns have been resolved to the satisfaction of all parties the proposal to

reduce the extent of the Primary Coverage Area can be implemented by RNZ. If the matters of concern cannot be resolved amongst the parties, the matters will be referred to the responsible Ministers for RNZ and NZ On Air.

### 3.2 **Range of Content and Performance Measures**

3.2.1 RNZ shall, during the Contract Period, ensure that it delivers over its various platforms a range of Public Media Services which:

- (a) are wholly in accordance with the Charter;
- (b) where possible take into account the requirements of section 36(1) of the Broadcasting Act 1989; and
- (c) meet the Performance Measures.

3.2.2 RNZ shall, whenever possible during the Contract Period, support the broadcasting of New Zealand music on the Public Media Services.

3.2.3 The Performance Measures are intended to measure how successfully RNZ is meeting the Charter. The Performance Measures for the first Contract Year are specified in Schedule II Part A. The Parties will use all reasonable endeavours, in good faith, to agree replacement Performance Measures for each subsequent Contract Year. Until such replacement Performance Measures are agreed in writing, the then current Performance Measures will continue to apply. In agreeing the Performance Measures:

- (a) The Parties will endeavour to agree the replacement Performance Measures by March preceding the Contract Year concerned and during the preparation of each Party's Statement of Intent and Statement of Performance Expectations. Where possible and applicable, each Party's draft Statement of Intent and Statement of Performance Expectations forwarded to the Minister for consideration will contain the same Performance Measures.
- (b) The Parties shall also take into consideration that the Performance Measures must:
  - (i) be an achievable target over the applicable Contract Year;
  - (ii) take into account where appropriate any verifiable and relevant survey information regarding audience expectations; and
  - (iii) recognise the resources and materials available to meet the intended content type.

3.2.4 In the event that RNZ does not meet the Performance Measures in any one Contract Year, the Parties shall meet in accordance with Clause 5.2 to discuss the reasons for the shortfall and, if relevant, options that may be appropriate to rectify the shortfall.

3.2.5 Notwithstanding Clause 3.2.3, the Parties can vary the Performance Measures from time to time by written agreement and shall record all such agreed changes by way of a letter of variation.

3.2.6 Nothing in this Agreement authorises NZ On Air to give a direction to RNZ in respect of the editorial content of any item.

### 3.3 **Transmission and Online Hours**

3.3.1 RNZ shall ensure that during the Contract Period it meets the Target Guideline for the "minimum annual broadcast/online output".

### 3.4 **Subcontracting of Production and Broadcasting**

3.4.1 In order to provide the Public Media Services in a cost-efficient manner, RNZ shall, wherever it considers appropriate, subcontract the production of content and broadcasting services Public Media Services to external programme producers and service suppliers to obtain Public Media Services for the most competitive price consistent with quality and timely production.

3.4.2 RNZ shall, in regard to those subcontracted broadcasting services and content, remain bound by the terms, conditions and warranties contained in this Agreement.

### 3.5 **Acknowledgements**

3.5.1 During the Contract Period, RNZ shall, wherever possible, acknowledge the NZ On Air Funding in accordance with Schedule III.

3.5.2 From time to time during the Contract Period, NZ On Air and RNZ shall meet to review the extent and style of the acknowledgements.

3.5.3 RNZ grants to NZ On Air the right to use the name and logo of RNZ and extracts from broadcasts in any publicity, reports or projects of NZ On Air. NZ On Air shall seek and obtain the approval of RNZ before using the RNZ logo and extracts from broadcasts in any other manner.

### 3.6 **RNZ's Undertakings**

3.6.1 RNZ undertakes that it will use NZ On Air Funding only for the purpose of providing the Public Media Services in accordance with this Agreement.

3.6.2 RNZ agrees that subject to the provisions of this Agreement, it shall keep true and accurate records to support and report on performance against the Performance Measures in accordance with this Agreement.

3.6.3 RNZ shall comply with the standards specified in the Charter, with all broadcasting licence obligations, and all legal requirements RNZ is or shall be required by law to comply with.

3.6.4 RNZ shall ensure that its Public Media Services are operated on an equal employment opportunities basis.

## 4. **NZ ON AIR'S OBLIGATIONS**

### 4.1 **NZ On Air Funding**

4.1.1 NZ On Air shall pay to RNZ for the Contract Period **\$35,356,000** (plus GST) per annum in the manner set out in this Agreement:

- (a) from funds appropriated by the Government to enable NZ On Air to fulfil its functions and obligations under the Act; and
- (b) subject to any instruction as to the amount of payment by the Minister.

### 4.2 **Payment**



4.2.1 The NZ On Air Funding will be paid monthly in arrears on the last Working Day of the month, subject to Clause 4.1.1 and provision by RNZ of a GST invoice for the applicable month's funding (plus GST) as detailed in the schedule of payment dates, which is included as Schedule IV to this Agreement.

## 5. RNZ'S ACCOUNTABILITY

### 5.1 Accounting and Progress Reports

5.1.1 RNZ will supply to NZ On Air, within 4 months from the end of each Contract Year:

- (a) a set of audited financial statements for the Public Media Services prepared in accordance with the Crown Entities Act 2004 and applicable accounting standards; and
- (b) a report demonstrating that the funding provided does not cross-subsidise RNZ International services.

5.1.2 NZ On Air shall have the right at its cost to audit RNZ's financial, broadcasting and online information to ensure that RNZ is complying with the terms and conditions of this Agreement, to set the scope of the audit and to appoint an auditor. RNZ shall do whatever is reasonably required to facilitate and assist the audit.

5.1.3 RNZ shall supply to NZ On Air:

- (a) at the end of each 3 month period of the Contract Period, an itemised statement accompanied by supporting narrative in a form acceptable to NZ On Air of the following details:
  - (i) Contract Year to date performance against the Performance Measures;
  - (ii) any variation to the Primary Coverage Areas of RNZ National and RNZ Concert from that which exists at the commencement of this Agreement;
  - (iv) quarterly financial reports including Contract Year to date results showing the costs of provision of the Public Media Services;
  - (v) future plans or projections which may affect the delivery of the Public Media Services or the Primary Coverage Area.
  - (vi) other than surveys to be provided under Clause 5.1.3(b) below, the results of any surveys conducted in the quarter to assess or measure the attitudes of RNZ audiences or non-RNZ audiences to the services RNZ provides or could provide. Unless required by law, NZ On Air agrees not to reveal or disclose to any third party RNZ survey results without express authorisation from RNZ; and
  - (vii) details of all health and safety incidents and near misses, and all notices issued under the Health and Safety at Work Act 2015, in the reporting period and relating to RNZ, whether or not they were previously reported to NZ On Air under Clause 6.9.

The first 3 quarterly reports shall be delivered to NZ On Air no later than 30 days after the end of the relevant period. The fourth quarterly report is to be for the whole Contract Year and shall be delivered to NZ On Air, in final, no later than 4 months after the end of the Contract Year.

- (b) The results of audience research surveys, when available, conducted during each period in accordance with the measures and timings specified in Schedule II Part A.
  - (c) Within 10 working days of the end of each month, the programme statistics for RNZ National in accordance with the example provided in Schedule II Part B.
- 5.1.4 NZ On Air shall have the right to require that RNZ provide additional information in relation to the performance of the Public Media Services. Such information may include but shall not be limited to information relating to the amount of programme material supplied or produced by external producers or suppliers in accordance with Clause 3.4 and details of how the targets and proportions in Schedule II have been calculated.
- 5.2 Unfulfilled Obligations**
- 5.2.1 If NZ On Air is not satisfied with the performance of RNZ in fulfilling any of RNZ's obligations under this Agreement (each an "Unfulfilled Obligation"), NZ On Air shall notify RNZ in writing of such dissatisfaction whereupon the parties shall meet as soon as is reasonably practical and, without prejudice to their legal rights and obligations, seek to resolve in good faith the matters that gave rise to such dissatisfaction.
- 5.2.2 In addition to the procedure described in Clause 5.2.1, and notwithstanding that the Contract Period may have expired, if NZ On Air believes there are Unfulfilled Obligations or that RNZ has expended the NZ On Air Funding in a fiscally irresponsible manner, NZ On Air may direct RNZ, and RNZ shall comply, to provide a report in writing to respond to and to answer such complaints made by NZ On Air. If at such time as RNZ provides a written response to NZ On Air's complaint and such response or answer to the complaint is not acceptable to NZ On Air, the parties shall meet as soon as is reasonably practical to discuss whatever options are available to rectify such dissatisfaction.
- 5.2.3 If the Parties cannot resolve a dispute between them about Unfulfilled Obligations the Dispute Resolution procedures of Clause 6.10 will apply.
- 5.2.3 If NZ On Air fails to notify RNZ under Clauses 5.2.1 or 5.2.2 of any dissatisfaction with information reported by RNZ under this Agreement within 30 Working Days after receipt by NZ On Air of the information concerned, then the matters in dispute shall lapse and shall be deemed to have been resolved and no further action shall be available to NZ On Air.
- 5.3 Maintaining Audiences and Quality of Public Media Services**
- 5.3.1 RNZ shall use its best endeavours to provide content for audiences that optimises achievement of its Charter responsibilities as they relate to the Public Media Services and shall use its best endeavours to ensure that the content meets the needs of the audiences in a cost-effective manner.
- 5.3.2 RNZ shall, in respect of the Public Media Services:
- (a) Conduct regular (at least biannual) quantitative audience surveys across its various platforms and services to assess the size of the audience, programme preferences, relevant demographics and other data to allow an assessment to be carried out on the appeal of the content produced by RNZ; and
  - (b) conduct qualitative research of content or services or aspects of programming and services, to provide a more in-depth understanding of audience views on RNZ, its role as a public broadcaster and its performance

in meeting its obligations under the Charter, in accordance with Schedule II Part A.

- (c) collect, at least once each Contract Year, information on online audiences by average users and unique browsers per month for radionz.co.nz.

5.3.3 If the surveys referred to in Clauses 5.3.2 should show a material decline in the performance of any measure, RNZ shall advise NZ On Air of the action it intends to take. The parties shall meet to consider the cause of the decline and RNZ will advise measures, where relevant, to make improvements to increase audience numbers and maintain the quantity and quality of Public Media Services.

#### 5.4 **Maintenance and Replacement of Assets**

5.4.1 RNZ undertakes to maintain and replace assets used to provide the Public Media Services to a high standard in such a way that quality and the Primary Coverage Area are not jeopardised.

### 6. **GENERAL**

#### 6.1 **Rights**

6.1.1 Subject to clause 3.5.3, all Rights in the Public Media Services shall remain with RNZ and nothing in this Agreement shall be interpreted as giving NZ On Air any Rights whatsoever in such content.

#### 6.2 **Indemnity to NZ On Air**

6.2.1 It is hereby expressly agreed that NZ On Air shall not be liable in any manner whatsoever by reason of civil proceedings being instituted against RNZ, or against NZ On Air to the extent the proceedings relate to RNZ's provision or non-provision of the Public Media Services, by any person or group of persons whether incorporated or not, in respect of the transmission of a programme, the content of a programme or otherwise, whether or not it is a Funded Service. RNZ hereby indemnifies and agrees to hold NZ On Air harmless from and against any such liability.

#### 6.3 **Publicity**

6.3.1 It is hereby expressly agreed that this Agreement may be made public by either party.

#### 6.4 **Assignment**

6.4.1 No party may assign any rights or benefits arising from this Agreement without first obtaining the prior consent in writing of the other party which consent shall not be unreasonably withheld and which may be given on whatever conditions are thought fit by the consenting party.

#### 6.5 **Default**

6.5.1 Subject to Clause 6.6, if:

- (a) RNZ becomes insolvent, has a receiver appointed over any of its assets, enters into any compromise with its creditors, or fails to satisfy any final judgment within 7 days; or
- (b) RNZ commits a material breach of any of its obligations under this Agreement, and, if such breach is capable of remedy, fails to remedy the breach within 30 Working Days of receiving written notice from NZ On Air

requiring RNZ to remedy the breach, or if such breach is not capable of remedy; or

- (c) RNZ ceases to supply the Public Media Services or a material part thereof for any reason whatsoever and if such a breach is not remedied within 72 hours,

then NZ On Air shall be entitled forthwith to terminate this Agreement by notice in writing to RNZ and all obligations of NZ On Air to provide the NZ On Air Funding shall forthwith cease. If the breach is remedied in less than 72 hours, then NZ On Air shall have the right at its discretion to adjust the amount of funding in proportion to the loss of time on air or online.

- 6.5.2 On termination of this Agreement for any reason, RNZ will promptly provide NZ On Air with all reporting required under Clause 5, in relation to all periods for which such reporting was not previously provided. Termination of NZ On Air's obligations under this Agreement shall not affect such rights and obligations as are intended to survive such termination and furthermore such termination shall be without prejudice to, and shall not be deemed a waiver of any claims which NZ On Air may have against RNZ in respect of any breach or other failure of either party to comply with any term or condition of this Agreement arising prior to the date of termination.

## 6.6 Force Majeure

- 6.6.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement if such act, omission, or failure is caused by a Force Majeure Event.

- 6.6.2 The party unable to fulfil its obligations due to a Force Majeure Event shall:

- (a) immediately notify the other in writing and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome the Force Majeure Event;
- (b) use its best endeavours to overcome the Force Majeure Event and minimise the loss to the other party; and
- (c) continue to perform its obligations as far as practicable provided that there shall be no obligations on NZ On Air to make payments of the NZ On Air Funding during any period that a Force Majeure Event exists. The parties shall meet as soon as is reasonably practicable and seek to resolve any issues relating to the occurrence of a Force Majeure Event.

- 6.6.3 For the avoidance of doubt, where a Force Majeure Event occurs the parties may agree in writing that the term and or timing of payments in Schedule IV of this Agreement will be extended.

## 6.7 Variations

- 6.7.1 No oral agreement between the parties shall modify or add to this Agreement.
- 6.7.2 Any changes or amendments or collateral agreements shall have legal effect and be binding on the parties only if in writing signed on behalf of all parties to this Agreement.

## 6.8 Notices

- 6.8.1 Any notice that may be or is required to be given by virtue of this Agreement may be given by personal delivery or by prepaid post to the registered office of the

recipient or by electronic message (email) to the respective email addresses shown in Clause 6.8.3 or as amended from time to time by notice in writing to the other party.

6.8.2 Notices given by email shall be deemed to have been received by the recipient upon confirmation from the recipient's email server that the email has been received without error at the relevant address shown in Clause 6.8.3.

6.8.3 Notice given by post shall be deemed to have been given three Working Days after the date of posting and shall be addressed to the relevant party as follows:

**RNZ**

The Chief Executive & Editor-in-Chief

Radio New Zealand Limited

PO Box 123

WELLINGTON

Email

Telephone

**NZ On Air**

The Chief Executive

Broadcasting Commission

PO Box 9744

WELLINGTON

Email

Telephone

6.9 **Health and Safety**

6.9.1 RNZ acknowledges and confirms that it is aware of its obligations under the Health and Safety at Work Act 2015 and covenants that it will comply with that Act.

6.9.2 RNZ must report to NZ On Air, within 24 hours of the incident concerned, details of any incident relating to RNZ which results (or could reasonably have resulted or could yet result) in death, serious injury or serious illness.

6.10 **Resolution of Disputes**

6.10.1 **Notice of dispute:** Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the Parties will be referred to dispute resolution in accordance with this Clause. The party considering that a dispute has arisen must send a notice to the other party setting out a full description of the matters in dispute.

6.10.2 **Continued performance:** Pending the resolution of the dispute, the Parties will continue to perform all their obligations under this Agreement without prejudice.

6.10.3 **Chief Executive resolution:** The Chief Executives of the Parties must personally or through nominees attempt to resolve the dispute, on the basis that the Parties wish to retain a commercial relationship. If the Chief Executives are unable to resolve any dispute within 14 days after receipt of the notice under Clause 6.10.1, or any longer time that they may agree, and either party requires further resolution, the dispute shall be referred to resolution under Clause 6.10.4, by notice of either party to the other.

6.10.4 **Alternative dispute resolution:** The Parties must personally or through nominees attempt to resolve the dispute by way of mediation or some other form of alternative dispute resolution procedure. The Parties will choose a procedure and a facilitator and set the initial timetable by agreement. If the Parties cannot reach agreement within 14 days after receipt of notice under Clause 6.10.3, the procedure shall be mediation and the President of the Arbitrators' and Mediators' Institute of New Zealand, or his or her nominee, will be requested to appoint a mediator within 14 days of the request, and the mediator will set the initial timetable. If the Parties are unable to resolve the dispute by mediation, within 14

days (or such longer time that they agree) and either party requires further resolution, the dispute will be referred to arbitration under Clause 6.10.5 by notice of either party to the other.

6.10.5 **Arbitration:** The Parties shall, by agreement, appoint a sole arbitrator. If the Parties cannot reach agreement within 14 days after receipt of notice under Clause 6.10.4, either party may request the President of the Arbitrators' and Mediators' Institute of New Zealand, or his or her nominee, to appoint an arbitrator, within 14 days of the request. The place of arbitration shall be Wellington, New Zealand and the language shall be English. Unless the Parties agree otherwise, the First and Second Schedules of the Arbitration Act 1996 apply to the arbitration, but with the following amendments:

(a) First Schedule:

- (i) article 15(3) of the First Schedule shall not apply in relation to the replacement of an arbitrator under article 13 of the First Schedule;
- (ii) the Parties agree that either party may request the arbitral tribunal under article 33(1)(b) of the First Schedule to give an interpretation of a specific point or part of an award.

(b) Second Schedule:

- (i) articles 1(4) and 1(5) of the Second Schedule shall not apply; and
- (ii) articles 4(2)(a) and 4(2)(b) of the Second Schedule shall apply in the alternative, not cumulatively.

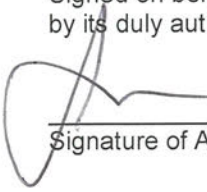
6.11 **Entire Agreement**

6.11.1 This Agreement constitutes the entire transaction between RNZ and NZ On Air in respect of funding of the Public Media Services and supersedes all previous dealings, negotiations and documents relating thereto for the Contract Period.

This Agreement replaces the Radio New Zealand National and Radio New Zealand Concert and associated programme and content delivery platforms Funding Agreement dated 23 September 2014.

**EXECUTION**

Signed on behalf of **THE BROADCASTING COMMISSION**  
by its duly authorised representatives:

  
\_\_\_\_\_  
Signature of Authorised Person

JANE WRIGHTSON  
\_\_\_\_\_  
Name of Authorised Person

CHIEF EXECUTIVE  
\_\_\_\_\_  
Office Held

  
\_\_\_\_\_  
Signature of Authorised Person

CLARE HELM  
\_\_\_\_\_  
Name of Authorised Person

HEAD OF CORPORATE SERVICES  
\_\_\_\_\_  
Office Held

Signed on behalf of **RADIO NEW ZEALAND LIMITED**  
by its duly authorised representatives:

  
\_\_\_\_\_  
Signature of Authorised Person  
Paul Thompson  
\_\_\_\_\_  
Name of Authorised Person  
CEO  
\_\_\_\_\_  
Office Held

  
\_\_\_\_\_  
Signature of Authorised Person  
Alan Withington  
\_\_\_\_\_  
Name of Authorised Person  
Chief Financial Officer  
\_\_\_\_\_  
Office Held

**SCHEDULE I**

**PRIMARY COVERAGE AREA**

The Primary Coverage Area to be covered by the Primary Coverage Signal will be:

Measure	<b>National</b>	<b>Concert</b>
% of the population of New Zealand able to receive broadcast transmission (either AM or FM)	At least 94%	At least 89%



SCHEDULE II Part A

INITIAL PERFORMANCE MEASURES

Charter Ref	2017/18 Performance Measures	National	Concert	Online www.rnz.co.nz
Target Guidelines				
	Output: Broadcast a minimum number of live broadcast hours per year Online: Live listening and on demand access to content broadcast by RNZ National and RNZ Concert	8,760 hours	8,760 hours	Average of 38,000 hours (248,000 items) of audio content for RNZ's services available online at any time
	Accessibility: Utilise a range of technologies to make content available: Total annual broadcast/online output	Broadcast via FM radio, AM radio, terrestrial TV, satellite TV, broadband and mobile phones 24 hours per day, 365 days per year	Broadcast via FM radio, AM radio, terrestrial TV, satellite TV, broadband and mobile phones 24 hours per day, 365 days per year	RNZ websites available via Internet 24 hours per day, 365 days per year
(i)	Number of formal complaints about RNZ content that are upheld by the BSA (broadcast) or the Press Council (online) against any one of the broadcasting standards as a breach of fairness, balance, accuracy or privacy	No more than 3		
Audience measures				
	<ul style="list-style-type: none"> <li>Optimise the number of different people listening per week</li> <li>Optimise the number of different people using RNZ websites</li> </ul>	At least 530,000	At least 150,000	Average of at least 1.7million users per month
	The proportion of New Zealanders who agree that RNZ provides a valuable service to NZ	70%		
(g)	Māori language and culture	80 hours		1,000 items uploaded 1.1 million online page views
(f)	Range of music including NZ composition and performance	33% of NZ music on rotate	3.5% of NZ music composition 16% of NZ music performance	
(e)	NZ drama, comedy, fiction and the performing arts	RNZ will broadcast a diverse range of programmes and genres that meet its Charter obligations. RNZ will demonstrate the level of		
(i)	Regional, national and international news and current affairs			
(j)	NZ special interest			

(k)	Spiritual	diversity by producing a monthly schedule that quantifies and categorises the total broadcast hours by genres based on the example in Schedule II Part B		
Other Charter obligations: (each of these Charter obligations to be covered at least once in the 3 year period of this contract) qualitative surveys showing the % of the audience who agree that RNZ:				
(b)	Contributes to the development of an informed society			
(c)	Provides content that is challenging, innovative and engaging			
(d)	Promotes informed debate			
(g)	Provides a range of content which reflects New Zealand's cultural diversity			
(h)	Promotes and supports a sense of national identity			
(i)	Provides fair and balanced information			
(a)	Provides content predominantly and distinctively of New Zealand	Report on range of content delivered across the RNZ services		
(j)	Balance the need to broadcast content of wide appeal whilst also broadcasting content of interest to minority audiences	Report on range and balance of content for minority audiences		

SCHEDULE II Part B

Programme Statistics	May 2017
<b>NEWS &amp; CURRENT AFFAIRS</b>	
News, Weather & Sport	105:20:10
Live NZ Current Affairs programmes	127:33:50
<i>Pre-recorded NZ Current Affairs programmes</i>	19:22:00
Foreign Current Affairs programmes	1:19:30
<b>SPOKEN FEATURES</b>	
Live NZ Programmes	209:51:44
NZ produced Spoken Features	8:40:00
Foreign produced spoken features	21:53:30
Special Interest Programmes *	
NZ Special Interest Production	60:09:07
Foreign Special Interest Production	21:46:30
<b>DRAMA</b>	
NZ comedy/satire	0:13:30
NZ plays / serials	4:27:54
NZ readings	14:07:44
Foreign Drama	7:59:40
<b>MAORI PROGRAMMING</b>	
<i>Maori spoken features</i>	6:56:30
<b>PACIFIC ISLANDS PROGRAMMING</b>	
<i>Pacific Island spoken features</i>	7:53:00
<b>MUSIC FEATURES</b>	
<i>NZ music Features</i>	79:15:00
Foreign Music Features	6:18:00
<i>Rotate Music</i>	
<i>NZ Music content (N.B. May is NZ Music Month)</i>	41.00%
Foreign Content	59.00%
CONTINUITY etc.	30:38:31
<b>PROMOS &amp; MISC</b>	9:57:00
NZOA Acknowledgements	0:16:50
<b>TOTAL NZ content</b>	<b>684:42:50</b>
<b>TOTAL other content</b>	<b>59:17:10</b>
<b>TOTAL RNZ National</b>	<b>744:00:00</b>

Extracted from Radio New Zealand National 2017 schedules

### SCHEDULE III

#### ACKNOWLEDGMENTS AND CREDITS FOR NZ ON AIR FUNDING

RNZ will –

1. Broadcast on-air promotions or announcements acknowledging the public funding of RNZ National and RNZ Concert through NZ On Air. The acknowledgement will be broadcast separately at least four times per day on both RNZ National and RNZ Concert at a variety of times to reach a wide range of audiences in a manner appropriate to the style of the service to obtain a positive response by audiences. The style and content of the on-air acknowledgements are to be agreed to from time to time between RNZ and NZ On Air.
2. Provide a credit, including the NZ On Air logo, acknowledging NZ On Air's funding wherever appropriate in publicity and advertising material concerning RNZ National, RNZ Concert and radionz.co.nz using the wording agreed to from time to time between NZ On Air and RNZ.

3. Online RNZ will:

Acknowledge the funding provided by NZ On Air on the homepage of the website with a linked NZ On Air logo and the following words:

*RNZ is funded through NZ On Air*

4. Provide a summary of the number and times of on-air acknowledgements and the placement of other credits which is to be included in the 6-monthly report as required in accordance with Clause 5 of the Agreement.

**SCHEDULE IV**  
**SCHEDULE OF PAYMENTS**

	July	\$ 2,946,333.33
	August	\$ 2,946,333.33
	September	\$ 2,946,333.33
	October	\$ 2,946,333.33
	November	\$ 2,946,333.33
Last Working Day of	December	\$ 2,946,333.33
	January	\$ 2,946,333.33
	February	\$ 2,946,333.33
	March	\$ 2,946,333.33
	April	\$ 2,946,333.33
	May	\$ 2,946,333.33
	June	\$ 2,946,333.37
<b>Total</b>		<b><u>\$35,356,000.00</u></b>



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Fax: 04-499 9998

6 June 2018

Paul Thompson  
Chief Executive and Editor-in-Chief  
Radio New Zealand Limited  
PO Box 123  
WELLINGTON

Dear Paul

**RNZ/NZ ON AIR FUNDING AGREEMENT: PERFORMANCE MEASURES 2018-19**

In accordance with our funding agreement dated 4 August 2017, at this time of year we usually agree the measures and targets RNZ will report to NZ On Air for the following funding year. The Government has signalled its intention to increase funding for public media, indicating that this will include additional funding for RNZ. At the time of writing no final decisions have been made as to timing and specifics of any additional funding.

I understand that RNZ plans to issue a "status quo" Statement of Performance Expectations (SPE) for the 2018-19 financial year, pending changes in Government funding being communicated and confirmed. NZ On Air has similarly issued its SPE for 2018-19 with Crown funding at current levels.


Given the current uncertainty about final funding levels and arrangements for 2018-19, we are proposing that the performance measures and targets agreed for the first year of the funding agreement (2017-18) remain in place for 2018-19. These are reflected in Schedule II Parts A and B with one amendment to reflect that RNZ Concert is not on AM. A copy of the measures is attached.

We will review these measures and targets with a view to agreeing any changes with you once the Government confirms the final funding arrangements for 2018-19.

Funding for the 2018-19 financial year is \$35,356,000, to be paid in monthly instalments on the last working day of each month, in line with Schedule IV of the Funding Agreement, until we are notified otherwise.

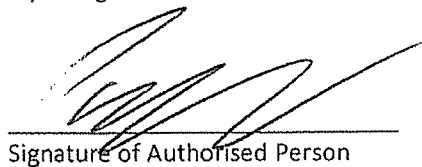
Please can you indicate your agreement to these measures for 2018-19, subject to change as above, by signing and returning one copy of this letter?

Yours sincerely,



Jane Wrightson  
Chief Executive

I agree to the performance measures and targets proposed for the year ending 30 June 2019 for reporting to NZ On Air in accordance with the Funding Agreement dated 4 August 2017.



Signature of Authorised Person

P. Thompson  
Name of Authorised Person

SCHEDULE II Part A

INITIAL PERFORMANCE MEASURES

Charter Ref	2018/19 Performance Measures	National	Concert	Online www.rnz.co.nz
Target Guidelines				
	Output: Broadcast a minimum number of live broadcast hours per year Online: Live listening and on demand access to content broadcast by RNZ National and RNZ Concert	8,760 hours	8,760 hours	Average of 38,000 hours (248,000 items) of audio content for RNZ's services available online at any time
	Accessibility: Utilise a range of technologies to make content available: Total annual broadcast/online output	Broadcast via FM radio, AM radio, terrestrial TV, satellite TV, broadband and mobile phones 24 hours per day, 365 days per year	Broadcast via FM radio, terrestrial TV, satellite TV, broadband and mobile phones 24 hours per day, 365 days per year	RNZ websites available via internet 24 hours per day, 365 days per year
(i)	Number of formal complaints about RNZ content that are upheld by the BSA (broadcast) or the Press Council (online) against any one of the broadcasting standards as a breach of fairness, balance, accuracy or privacy	No more than 3		
Audience measures				
	<ul style="list-style-type: none"> <li>Optimise the number of different people listening per week</li> <li>Optimise the number of different people using RNZ websites</li> </ul>	At least 530,000	At least 150,000	Average of at least 1.7million users per month
	The proportion of New Zealanders who agree that RNZ provides a valuable service to NZ	70%		
(g)	Māori language and culture	80 hours		1,000 items uploaded 1.1 million online page views
(f)	Range of music including NZ composition and performance	33% of NZ music on rotate	3.5% of NZ music composition 16% of NZ music performance	
(e)	NZ drama, comedy, fiction and the performing arts	RNZ will broadcast a diverse range of programmes and genres that meet its Charter obligations. RNZ will demonstrate the level of diversity by producing a		
(i)	Regional, national and international news and current affairs			
(j)	NZ special interest			



(k)	Spiritual	monthly schedule that quantifies and categorises the total broadcast hours by genres based on the example in Schedule II Part B		
Other Charter obligations: (each of these Charter obligations to be covered at least once in the 3 year period of this contract) qualitative surveys showing the % of the audience who agree that RNZ:				
(b)	Contributes to the development of an informed society			
(c)	Provides content that is challenging, innovative and engaging			
(d)	Promotes informed debate			
(g)	Provides a range of content which reflects New Zealand's cultural diversity			
(h)	Promotes and supports a sense of national identity			
(i)	Provides fair and balanced information			
(a)	Provides content predominantly and distinctively of New Zealand	Report on range of content delivered across the RNZ services		
(j)	Balance the need to broadcast content of wide appeal whilst also broadcasting content of interest to minority audiences	Report on range and balance of content for minority audiences		

SCHEDULE II Part B

Programme Statistics	May 2017
<b>NEWS &amp; CURRENT AFFAIRS</b>	
News, Weather & Sport	105:20:10
Live NZ Current Affairs programmes	127:33:50
<i>Pre-recorded NZ Current Affairs programmes</i>	19:22:00
Foreign Current Affairs programmes	1:19:30
<b>SPOKEN FEATURES</b>	
Live NZ Programmes	209:51:44
NZ produced Spoken Features	8:40:00
Foreign produced spoken features	21:53:30
<b>Special Interest Programmes *</b>	
NZ Special Interest Production	60:09:07
Foreign Special Interest Production	21:46:30
<b>DRAMA</b>	
NZ comedy/satire	0:13:30
NZ plays / serials	4:27:54
NZ readings	14:07:44
Foreign Drama	7:59:40
<b>MAORI PROGRAMMING</b>	
<i>Maori spoken features</i>	6:56:30
<b>PACIFIC ISLANDS PROGRAMMING</b>	
<i>Pacific Island spoken features</i>	7:53:00
<b>MUSIC FEATURES</b>	
<i>NZ music Features</i>	79:15:00
Foreign Music Features	6:18:00
<i>Rotate Music</i>	
<i>NZ Music content (N.B. May is NZ Music Month)</i>	41.00%
Foreign Content	59.00%
<b>CONTINUITY etc.</b>	30:38:31
<b>PROMOS &amp; MISC</b>	9:57:00
NZOA Acknowledgements	0:16:50
<b>TOTAL NZ content</b>	<b>684:42:50</b>
<b>TOTAL other content</b>	<b>59:17:10</b>
<b>TOTAL RNZ National</b>	<b>744:00:00</b>

Extracted from Radio New Zealand National 2017 schedules

APPENDIX A

SCHEDULE IV  
SCHEDULE OF PAYMENTS

	July	\$ 2,946,333.33	Paid
	August	\$ 2,946,333.33	Invoiced and due 31/8/18
	September	\$ 4,071,333.37	
	October	\$ 3,321,333.33	
	November	\$ 3,321,333.33	
Last Working Day of	December	\$ 3,321,333.33	
	January	\$ 3,321,333.33	
	February	\$ 3,321,333.33	
	March	\$ 3,321,333.33	
	April	\$ 3,321,333.33	
	May	\$ 3,321,333.33	
	June	\$ 3,321,333.33	
<b>Total</b>		<b>\$39,856,000.00</b>	

---



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Tel: 04 382 9524  
Fax: 04 382 9546

23 August 2018

Paul Thompson  
Chief Executive and Editor-in-Chief  
Radio New Zealand Limited  
PO Box 123  
**WELLINGTON**

Dear Paul

**RNZ/NZ ON AIR FUNDING AGREEMENT: FUNDING AGREEMENT VARIATION 2018-19**

This letter varies the existing funding agreement between NZ On Air and RNZ signed on 4 August 2017 and the subsequent letter of 6 June 2018 confirming performance measures and funding drawdowns for the year ending 30 June 2019 as follows.

As a result of the announcement of additional funding for RNZ for the 2018-19 financial year of \$4.5m (plus GST) for “non-contestable funding of \$4.500 million to extend multi-media services (RNZ+) to reach more people in different ways in different ways”, the total funding for the 2018-19 financial year is amended to \$39,856,000. An amended drawdown schedule is attached at Appendix A.

RNZ will report separately in its annual report for the year ending 30 June 2019 performance information showing what has been achieved with the additional funding in terms of the purpose of the funding noted above.

Please can you indicate your agreement to these variation to the funding agreement for the 2018-19 year, by signing and returning one copy of this letter?

Yours sincerely,

Jane Wrightson  
Chief Executive

I agree to the funding agreement variation as set out above and in the attached appendix for the year ending 30 June 2019.

A handwritten signature in black ink, appearing to read "Paul Thompson". The signature is fluid and cursive, with the first name "Paul" and last name "Thompson" clearly distinguishable.

---

**Signature of Paul Thompson  
for Radio New Zealand.**



Level 2  
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P.O. Box 9744  
Wellington 6141  
New Zealand

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Tel: 04 382 9574  
Fax: 04 382 9546

19 June 2019

Stephen Smith  
Acting Chief Executive and Editor-in-Chief  
Radio New Zealand Limited  
PO Box 123  
WELLINGTON

Dear Stephen

**RNZ/NZ ON AIR FUNDING AGREEMENT: PERFORMANCE MEASURES 2019-20**

In accordance with our funding agreement dated 4 August 2017, at this time of year we usually agree the measures and targets RNZ will report to NZ On Air for the following funding year.

Funding for the 2019-20 financial year is \$44,406,000, including capital funding, to be paid in monthly instalments on the last working day of each month, in line with revised Schedule IV of the Funding Agreement (attached).

A copy of the performance measures and targets for the 2019/20 year is also attached. There are some minor amendments, mainly to reflect your Statement of Performance Expectations.

Please can you indicate your agreement to these measures for 2019-20 by signing and returning one copy of this letter?

Yours sincerely,

Jane Wrightson  
Chief Executive

I agree to the performance measures and targets proposed for the year ending 30 June 2020 for reporting to NZ On Air in accordance with the Funding Agreement dated 4 August 2017.



Signature of Authorised Person

S.H. Smith

Name of Authorised Person

21-6-19.

SCHEDULE I

PRIMARY COVERAGE AREA

The Primary Coverage Area to be covered by the Primary Coverage Signal will be:

Measure	<b>National</b>	<b>Concert</b>
% of the population of New Zealand able to receive broadcast transmission (either AM or FM)	At least 94%	At least 89%





SCHEDULE II Part A

INITIAL PERFORMANCE MEASURES

Charter Ref	2017/18 Performance Measures	National	Concert	Online www.rnz.co.nz
Target Guidelines				
	Output: Broadcast a minimum number of live broadcast hours per year Online: Live listening and on demand access to content broadcast by RNZ National and RNZ Concert	8,784 hours	8,784 hours	Average of 48,000 hours (310,000 items) of audio content for RNZ's services available online at any time
	Accessibility: Utilise a range of technologies to make content available: Total annual broadcast/online output	Broadcast via FM radio, AM radio, terrestrial TV, satellite TV, broadband and mobile phones 24 hours per day, 365 days per year (366 in leap years)	Broadcast via FM radio, AM radio, terrestrial TV, satellite TV, broadband and mobile phones 24 hours per day, 365 days per year (366 in leap years)	RNZ websites available via Internet 24 hours per day, 365 days per year
(i)	Number of formal complaints about RNZ content that are upheld by the BSA (broadcast) or the Press Council (online) against any one of the broadcasting standards as a breach of fairness, balance, accuracy or privacy	No more than 3		
Audience measures				
	<ul style="list-style-type: none"> <li>Optimise the number of different people listening per week</li> <li>Optimise the number of different people using RNZ websites</li> </ul>	Combined National and Concert 600,000		Average of at least 2.1 million users per month
	The proportion of New Zealanders who agree that RNZ provides a valuable service to NZ	70%		
(g)	Māori language and culture	80 hours		1,000 items uploaded 1.1 million online page views
(f)	Range of music including NZ composition and performance	33% of NZ music on rotate	3.5% of NZ music composition 16% of NZ music performance	
(e)	NZ drama, comedy, fiction and the performing arts	RNZ will broadcast a diverse range of programmes and genres that meet its Charter obligations. RNZ will		
(i)	Regional, national and international news and current affairs			

(j)	NZ special interest	demonstrate the level of diversity by producing a monthly schedule that quantifies and categorises the total broadcast hours by genres based on the example in Schedule II Part B		
(k)	Spiritual			
Other Charter obligations: (each of these Charter obligations to be covered at least once in the 3 year period of this contract) qualitative surveys showing the % of the audience who agree that RNZ:				
(b)	Contributes to the development of an informed society			
(c)	Provides content that is challenging, innovative and engaging			
(d)	Promotes informed debate			
(g)	Provides a range of content which reflects New Zealand's cultural diversity			
(h)	Promotes and supports a sense of national identity			
(i)	Provides fair and balanced information			
(a)	Provides content predominantly and distinctively of New Zealand	Report on range of content delivered across the RNZ services		
(j)	Balance the need to broadcast content of wide appeal whilst also broadcasting content of interest to minority audiences	Report on range and balance of content for minority audiences		

SCHEDULE II Part B

Programme Statistics	May 2017
<b>NEWS &amp; CURRENT AFFAIRS</b>	
News, Weather & Sport	105:20:10
Live NZ Current Affairs programmes	127:33:50
<i>Pre-recorded NZ Current Affairs programmes</i>	19:22:00
Foreign Current Affairs programmes	1:19:30
<b>SPOKEN FEATURES</b>	
Live NZ Programmes	209:51:44
NZ produced Spoken Features	8:40:00
Foreign produced spoken features	21:53:30
<b>Special Interest Programmes *</b>	
NZ Special Interest Production	69:09:07
Foreign Special Interest Production	21:46:30
<b>DRAMA</b>	
NZ comedy/satire	0:13:30
NZ plays / serials	4:27:54
NZ readings	14:07:44
Foreign Drama	7:59:40
<b>MAORI PROGRAMMING</b>	
<i>Maori spoken features</i>	6:56:30
<b>PACIFIC ISLANDS PROGRAMMING</b>	
<i>Pacific Island spoken features</i>	7:53:00
<b>MUSIC FEATURES</b>	
<i>NZ music Features</i>	79:15:00
Foreign Music Features	6:18:00
<i>Rotate Music</i>	
<i>NZ Music content (N.B. May is NZ Music Month)</i>	41.00%
Foreign Content	59.00%
<b>CONTINUITY etc.</b>	30:38:31
<b>PROMOS &amp; MISC</b>	9:57:00
<b>NZOA Acknowledgements</b>	0:16:50
<b>TOTAL NZ content</b>	<b>684:42:50</b>
<b>TOTAL other content</b>	<b>59:17:10</b>
<b>TOTAL RNZ National</b>	<b>744:00:00</b>

Extracted from Radio New Zealand National 2017 schedules

### SCHEDULE III

#### ACKNOWLEDGMENTS AND CREDITS FOR NZ ON AIR FUNDING

RNZ will –

1. Broadcast on-air promotions or announcements acknowledging the public funding of RNZ National and RNZ Concert through NZ On Air. The acknowledgement will be broadcast separately at least four times per day on both RNZ National and RNZ Concert at a variety of times to reach a wide range of audiences in a manner appropriate to the style of the service to obtain a positive response by audiences. The style and content of the on-air acknowledgements are to be agreed to from time to time between RNZ and NZ On Air.
2. Provide a credit, including the NZ On Air logo, acknowledging NZ On Air's funding wherever appropriate in publicity and advertising material concerning RNZ National, RNZ Concert and [radionz.co.nz](http://radionz.co.nz) using the wording agreed to from time to time between NZ On Air and RNZ.

3. Online RNZ will:

Acknowledge the funding provided by NZ On Air on the homepage of the website with a linked NZ On Air logo and the following words:

*RNZ is funded through NZ On Air*

4. Provide a summary of the number and times of on-air acknowledgements and the placement of other credits which is to be included in the 6-monthly report as required in accordance with Clause 5 of the Agreement.



SCHEDULE IV (revised)

SCHEDULE OF PAYMENTS

	July	\$ 3,700,500.00
	August	\$ 3,700,500.00
	September	\$ 3,700,500.00
	October	\$ 3,700,500.00
	November	\$ 3,700,500.00
Last Working Day of	December	\$ 3,700,500.00
	January	\$ 3,700,500.00
	February	\$ 3,700,500.00
	March	\$ 3,700,500.00
	April	\$ 3,700,500.00
	May	\$ 3,700,500.00
	June	\$ 3,700,500.00
Total		<u>\$44,406,000.00</u>



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24 July 2019

Paul Thompson  
Chief Executive and Editor-in-Chief  
Radio New Zealand Limited  
PO Box 123  
WELLINGTON

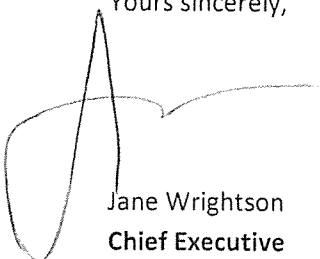
Dear Paul

**AMNEDMENT: RNZ/NZ ON AIR FUNDING AGREEMENT 2019-20**

Following a recent meeting between RNZ, The Treasury and MCH, we are advised that the capital funding of \$1.8 million to RNZ in Budget 2019 will be paid direct to RNZ by The Treasury, to be accounted for as a capital injection.

Following this, as discussed and agreed with RNZ, an amended Schedule IV – Schedule of Payments for funding to be paid through NZ On Air in 2019/20 is attached. This adjusts the annual funding to be paid through NZ On Air from \$44,406,000 plus GST to \$42,606,000 plus GST.

Yours sincerely,



Jane Wrightson  
Chief Executive

cc. Alan Withrington, Head of Business Transformation and Strategy

**SCHEDULE IV**  
(amended July 2019)

SCHEDULE OF PAYMENTS

	July	\$ 3,550,500.00
	August	\$ 3,550,500.00
	September	\$ 3,550,500.00
	October	\$ 3,550,500.00
	November	\$ 3,550,500.00
Last Working Day of	December	\$ 3,550,500.00
	January	\$ 3,550,500.00
	February	\$ 3,550,500.00
	March	\$ 3,550,500.00
	April	\$ 3,550,500.00
	May	\$ 3,550,500.00
	June	\$ 3,550,500.00
<b>Total</b>		<b><u>\$42,606,000.00</u></b>