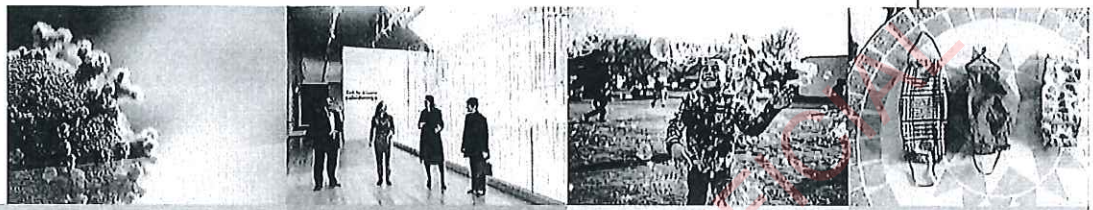


Media Sector Support Package

Government advertising

menu

Unite
 against
 COVID-19



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About the initiative

A key focus of the first package of support for the media sector in response to the impact of COVID-19 is to provide near term cashflow relief. Of particular importance is providing this relief in a manner that that will reach a wide range of local media organisations and channels, so that we support media plurality.

Under this initiative Manatū Taonga Ministry for Culture and Heritage (MCH) will arrange payments in advance to local media businesses for advertising that will be placed during 2020/21 by core government organisations (32 government departments, 4 departmental agencies and 3 non-public service departments). The advance payments will be based on average advertising revenue received from those core government organisations over the last two financial years. This will bring forward up to \$9 million worth of payments to local media businesses to provide cashflow relief for those businesses experiencing a revenue loss as a result of the COVID-19 outbreak and response.

Media businesses will repay the advance payments through the course of the 2020/21 financial year, as they receive advertising business from the core government organisations.

MCH sought applications from local media businesses for this initiative which closed on 29 May 2020. The eligibility criteria is below.

Eligibility

As one part of a range of initiatives within the first package of immediate support for the media sector, this initiative serves to reach those local media businesses that fit the following criteria:

- Received Government advertising revenue in the current (2019/20) and/or previous (2018/19) Government financial year (see FAQs below for precise dates)
- Have experienced a revenue drop (or predicted revenue drop) of at least 30% attributable to COVID-19 – this can be demonstrated through successful access to the Government wage subsidy scheme
- Have taken reasonable efforts to mitigate the impact of COVID-19.

Applications closed on 29 May 2020.

Estimated timeline

Below are the key stages in the roll out of this initiative.

Note - the target dates were updated 28 May.

- **Applications open: 18 May – 29 May 2020**
- **Applications assessed: 18 May – 12 June 2020**
- **Applicants advised of the outcome of their application: Week of 15 June 2020**
- **Advance payment made to successful applicant: commencing Week of 15 June 2020**

Frequently Asked Questions and Answers

1. What is a local media business?

For the purpose of this initiative a local media business is defined as:

- A business that generates news or current affairs content that is focused on the New Zealand market (or a regional or local market in New Zealand);
- A business that employs journalists in New Zealand;
- A business that has an operational presence in New Zealand; and
- A business that pays tax in New Zealand.

2. What are the exact dates you will use to obtain an average spend over the previous and current Government financial years?

- Funding for media businesses will be based on the average annual revenue from Government advertising over the last two years (or a single year if advertising was only placed in one of the last two financial years).
- Dates will be:
 - 1 July 2018 to 30 June 2019 for FY18/19
 - 1 July 2019 to 29 February 2020 for FY19/20
- As the current financial year is still in progress, we will be using 8 months of spending data to forecast what the remaining 4 months was likely to have been.

For example: Government spent \$14, 000 with Joe Blogs Media between 1 July 2018 to 30 June 2019 and then another \$10,000 with Joe Blogs Media from 1 July 2019 to 29 February 2020. The average spend will be calculated as \$14,400 a year using the following calculation:

$$\$14,000 + \$10,000 = \$24,000$$

$$\$24,000 \div 20 \text{ months} = \text{an average spend of } \$1,200 \text{ a month}$$

$$\$1,200 \times 12 \text{ months} = \$14,400 \text{ average yearly spend by government}$$

- actual revenue, or
- predicted revenue (e.g. for businesses who have seen a reduction in advanced bookings for advertising space), and
- that decline is related to COVID-19.

The business must have experienced this decline between January 2020 and 9 June 2020.

Note: Receipt of the Government wage subsidy scheme may also be used to measure these criteria.

Definition of revenue - Revenue means the total amount of money a business has earned from its normal business activities, before expenses are deducted.

Determining a decline in revenue - To determine a decline in revenue, the business must compare one month's revenue against the same month the previous year (e.g. February 2020 compared with February 2019). The revenue of the month in the affected period must be at least 30% less than it was in the month it was compared against.


Businesses operating for less than a year or that have high growth - New businesses which have been operating less than a year or high growth businesses (e.g. that have had a significant increase in revenue) can apply for support under the scheme. To determine whether these businesses meet the 30% decline in revenue assessment, they must compare their revenue against a previous month that gives the best estimation of the revenue decline related to COVID-19. E.g. 30% loss of revenue attributable to COVID-19 comparing January 2020 to March 2020.

4. What qualifies as 'reasonable efforts' to mitigate the impact of COVID-19?

For the purpose of this initiative a business must demonstrate that it has taken active steps to mitigate the financial impact of COVID-19 on its business. This could include:

- drawing from cash reserves, equity, or debt capital markets (as appropriate)
- activating your business continuity plan
- making an insurance claim
- proactively engaging with your bank to seek bank funding
- right-sizing your business
- making decisions about capital expenditure, or through relationships with creditors or customers.
- seeking advice and support from, the Chamber of Commerce, a relevant industry association, or the Regional Business Partner programme.
- applying and being successful in accessing one or more of the following:
 - the wage subsidy
 - the Business Finance Guarantee
 - COVID-19 leave

5. When will I find out if my application has been successful and I could expect payment to be made?

- All applicants will be notified of the result of their application by 5pm 12 June 2020 at the latest. For successful applications this will include a summary of the payment(s) MCH will make and when. We 

the review of their application.

6. I work for Government and handle the purchasing of advertising, how is this going to affect me?

Government departments should continue to place their advertising in accordance with their usual practices. Media businesses will be required to repay the advance payments through the course of the 2020/21 year, but this process will be managed between MCH and the media businesses.

MCH will request some reporting from other government departments to help with auditing and verification, and will be in contact with departments to provide more detail soon.

7. If I apply for this initiative, can I apply for any other initiative the government has released?

Yes, organisations that apply may also be entitled to other government support such as the wage subsidy or other initiatives being provided to the media sector. For more information about support packages available please visit <https://covid19.govt.nz/>

8. What Government departments will be covered by the advance payments?

The advance payments will be made in respect of advertising from the 32 Government Departments and 4 departmental agencies as defined in Schedules 1 and 1A of the State Sector Act 1988, and 3 non-public service departments listed below:

Cancer Control Agency	Crown Law Office	Department of Conservation
Department of Corrections	Department of Internal Affairs	Department of the Prime Minister and Cabinet
Education Review Office	Government Communications Security Bureau	Inland Revenue Department
Land Information New Zealand	Ministry for Culture and Heritage	Ministry for Pacific Peoples
Ministry for Primary Industries	Ministry for the Environment	Ministry for Vulnerable Children, Oranga Tamariki
Ministry for Women	Ministry of Business, Innovation and Employment	Ministry of Defence
Ministry of Education	Ministry of Foreign Affairs and Trade	Ministry of Health
Ministry of Housing and Urban Development	Ministry of Justice	Ministry of Maori Development
Ministry of Social Development	Ministry of Transport	National Emergency Management Agency
New Zealand Customs Service	New Zealand Security Intelligence Service	Pike River Recovery Agency
Serious Fraud Office	Social Wellbeing Agency	State Services Commission
Statistics New Zealand	Te Arawhiti	The Treasury
New Zealand Police	New Zealand Defence Force	Parliamentary Counsel Office

Yes, please include this in your revenue reporting

10. I am an advertising agency that places media on behalf of government clients that are a part of this initiative. How will this affect how I invoice my government client for their media?

You will still invoice your government client for the value of the media they have booked and any administration fee you typically charge. This initiative will place the credit with the organisation that you have booked the media through and will be reconciled between them and the government.

11. I provide billboards and poster advertising. Sometimes my product is a government advertisement - am I eligible under this initiative?

No. To be eligible your business must be a 'local media business'. For the purpose of this initiative a local media business is defined as:

- A business that generates news or current affairs content that is focused on the New Zealand market (or a regional or local market in New Zealand);
- A business that employs journalists in New Zealand;
- A business that has an operational presence in New Zealand; and
- A business that pays tax in New Zealand

12. When providing a breakdown of previous advertising revenue, which organisations do I include?

Applications received to date have shown that there is some confusion regarding which Government agencies are in scope for the purpose of the Advanced Advertising Initiative.

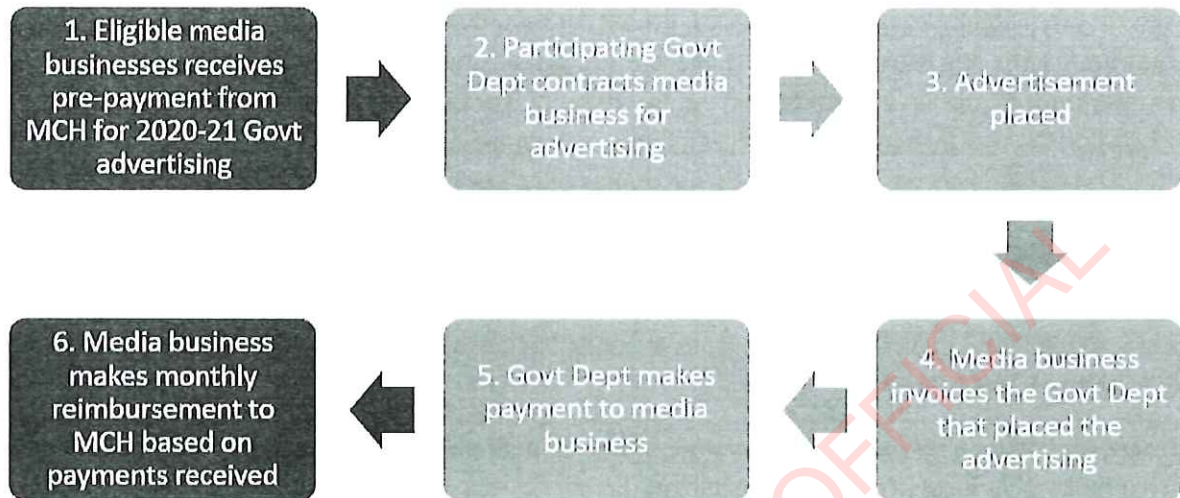
The Initiative funding will be based on revenue received either directly or through an advertising agency from one of the 39 government agencies listed on our FAQs. For full details please refer to <https://ssc.govt.nz/our-work/state-sector-organisations/>. Your application should include revenue from organisations in the first three categories on this page – Public Service Departments, Public Service Departmental Agencies and Non-Public Service departments in the State Services (i.e New Zealand Defence Force, New Zealand Police, Parliamentary Counsel Office). No revenue should be included from any other state sector organisations listed on this page.

For example – Ministry of Transport is a government department and is included in the scheme. The NZTA is a Crown entity and is not included in the scheme.

12. Once advanced payments have been used for advertising how does my media business reimburse MCH?

Media businesses will reimburse MCH once they receive payment for advertising, see below diagram.





When a media business application has been accepted the following process applies (*see above simplified diagram*):

1. The media business receives pre-payment for a year of Government advertising from MCH.
2. (As per BAU) A participating Government Department (refer to FAQs) engages with the media business and establishes a contract for Government advertising, this could be directly or via an advertising agency.
3. Advertisement(s) are placed as per the contract.
4. The media business issues an invoice to the Government Department as per the contract.
5. The Government Department pays the media business as usual.
6. The media business forwards amounts received to MCH, reducing the balance owed from the advance payment

When a media business application has been accepted the following process applies (see above simplified diagram):

1. The media business receives pre-payment for a year of Government advertising from MCH.
2. (As per BAU) A participating Government Department (refer to FAQs) engages with the media business and establishes a contract for Government advertising, this could be directly or via an advertising agency.
3. Advertisement(s) are placed as per the contract.
4. The media business issues an invoice to the Government Department as per the contract.
5. The Government Department pays the media business as usual.
6. The media business forwards amounts received to MCH, reducing the balance owed from the advance payment

Updated on 3rd June 2020

Other Ministry Websites

Media Support – Advance Advertising Initiative Application Form

ABOUT THE INITIATIVE

A key focus of the first media support package of support for the media sector in response to the impact of COVID-19 is to provide near term cashflow relief. Of particular importance is providing this relief in a manner that that will reach a wide range of local media organisations and channels, so that we support media plurality.

Under this initiative Manatū Taonga Ministry for Culture and Heritage (MCH), on behalf of 32 government departments, 4 departmental agencies and 3 non-public service departments, will purchase government advertising in advance from local media businesses. This will bring forward up to \$9 million worth of payments to local media businesses to provide cashflow relief for those businesses experiencing a revenue loss as a result of the COVID-19 outbreak and response.

MCH is now seeking applications from local media businesses for this initiative. The eligibility criteria and application forms are below.

The Ministry will purchase advertising in advance from local media businesses that Government has advertised with over the last two financial years, based on the average spend in that period. The participating government organisations will then place advertising with organisations against this credit in the 2020-2021 government financial year.

ELIGIBILITY

You will need to meet the following criteria to be eligible under this initiative:

- Received Government advertising revenue in the current (2019/20) and/or previous (2018/19) Government financial year
- Have experienced a revenue drop (or predicted revenue drop) of at least 30% attributable to COVID-19 – this can be demonstrated through successful access to the Government wage subsidy scheme
- Have taken reasonable efforts to mitigate the impact of COVID-19.

For further information please visit our [website](#).

FILLING IN THE APPLICATION FORM

Please note the following when completing the form:

- Compulsory fields have been flagged with “*”
- Some fields require supporting evidence and have been marked as follows:



- Please refer to the FAQ's on the [MCH website](#)
- If you have any questions about filling out this form or the application process in general, please contact MCH by email at support.media@mch.govt.nz
- Your application must be submitted by 5.00pm, 29 May 2020.

Privacy

Personal information collected as part of the application process will be used for the purposes of considering applications and administering the funding and any pre-payments made. Once it is no longer required it will securely be archived or disposed of, in accordance with the Public Records Act 2005. In submitting an application, the applicant acknowledges and agrees that MCH may disclose to, or obtain from, any other government department or agency, private person or organisation, personal or other information for the purposes of gaining or providing information for the application and its ongoing administration.


For any further explanations of what we do with your information, contact the Privacy Officer privacy@mch.govt.nz.

PART ONE: CONTACT DETAILS	
* Contact name	
* Position	
* Address	
* Phone number(s)	
* Email address	
Secondary contact name	
Secondary contact email	
Secondary contact phone number	
PART TWO: BUSINESS DETAILS	
* Business Name (legal and trading, if different)	
* Business IRD Number	
* IR Customer Name	
NZ Business Number (NZBN)	

* Business address (registered where applicable)	
* Are you a New Zealand local media business? <i>Please refer to FAQs for the definition</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART THREE: GOVERNMENT ADVERTISING REVENUE

Please refer to the FAQ's on the [MCH website](#) for the full list of agencies that are within the scope of "Government" for the purposes of this scheme

* What total value of advertising revenue (ex GST) did your business receive in the 2018/19 Government financial year from the eligible Government agencies?	
* What total value of advertising revenue (ex GST) did your business receive up to 29 February in the 2019/20 Government financial year, from the eligible Government agencies?	
<p>* I have downloaded, completed, and attached the spreadsheet 'Template for providing previous two years' government advertising spend' that details how the above figures were calculated</p> <p><i>Note: If you prefer to use an alternative method to demonstrate how you calculated the above figures, please email support.media@mch.govt.nz</i></p> 	<input type="checkbox"/> Yes <input type="checkbox"/> No – <i>If your answer is no, please contact us at support.media@mch.govt.nz prior to submitting your application to discuss</i>

PART FOUR: BUSINESS IMPACT DECLARATION

* Has your business been successful in accessing the Government wage subsidy scheme?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Note: if you answered 'Yes' to being successful in accessing the Government wage subsidy scheme you can skip this question

Has your business been impacted by COVID-19 and has experienced or is about to experience at least a 30% decline in actual revenue?

Yes
 No

* Has your business taken reasonable efforts to mitigate the impact of COVID-19?

Yes - *Please outline in a paragraph or bullet points below the steps taken to mitigate the impact of COVID-19.*
For further information please see our FAQ on our [website](#)

No

PART FIVE: PAYMENT DETAILS

* Bank Account Name

* Bank Account Number

Bank (2)	Branch (4)	Account (7)	Suffix (2-3)
XX	XXXX	XXXXXXX	XXX

Note: These bank details will need to be supported by attaching a deposit slip or other evidence to prove this is the correct bank account for your business

Note: Your account suffix will either be 2 or 3 digits depending on your bank. Please enter it exactly as it appears.

PART SIX: APPLICATION CHECKLIST INCLUDING ADDITIONAL ATTACHMENTS NEEDED

Use this checklist to help ensure your application is complete on submission

All sections of the application form have been completed
 A completed copy of the spreadsheet 'Template for providing previous two years' government advertising spend' is attached
 Supporting evidence of your business bank account details is attached

PART SEVEN: DECLARATION

This application must be supported by at least two people. One must be either a Director or Trustee or the Chief Executive (or equivalent) of the organisation.

If you think some of the information you have provided in the application form or in support of the application is confidential or commercially sensitive under the Official Information Act 1982, please identify the information and clearly explain the reasons why.

By signing below, we confirm and acknowledge that:

1. We have authority to commit _____ (insert business name- PLEASE COMPLETE PRIOR TO SUBMITTING YOUR APPLICATION) to this application.
2. The information we have provided in this application form and in support of this application is true, correct, and complete to the best of our knowledge.
3. Manatū Taonga Ministry for Culture and Heritage (**MCH**) is subject to the Official Information Act 1982 (**OIA**) and may receive information requests for material included in this application or subsequently generated in relation to the application. MCH may release relevant information, or withhold it, in accordance with the OIA. Although MCH will make decisions on release at its sole discretion, any information we have provided (see opening statement to this declaration) will help MCH consider the application of any withholding grounds. MCH will promptly forward to us any relevant information request that it receives under the OIA.
4. MCH reserves the right to contact us and seek more information in relation to our application. MCH also reserves the right to check information provided as part of the application, and to consider all available information relating to eligibility, including information in the public domain. If necessary, a decision will be deferred until all required information has been compiled and reviewed.
5. If this application is approved, any pre-payment made will be subject to further terms and conditions.
6. The making of this application, and any pre-payment made as a result of this application, in no way affects our editorial independence or operations, including our role in holding the government to account.

Signature One:

Name:

Position:

Date:

Signature Two:

Name:

Position:

Date:

AGREEMENT BETWEEN
THE MINISTER OF FINANCE

and

[INSERT NAME OF MEDIA BUSINESS]

1. PARTIES TO THE AGREEMENT

1.1. The Parties to this agreement are:

1.1.1. The Sovereign in right of New Zealand acting by and through the Minister of Finance (Minister).

1.1.2. [insert legal name of media business] (Recipient).

2. INTRODUCTION

2.1. A key focus of the first package of support for the media sector in response to the impact of COVID-19 is to provide near term cashflow relief. Of particular importance is providing this relief in a manner that will reach a wide range of local media organisations and channels, to support media plurality.

2.2. Under the Advertising Initiative MCH will arrange payments in advance to local media businesses for advertising that might be placed during 2020/21 by Government Departments.

2.3. The advance payments will be based on average advertising revenue received from those Government Departments over the last two financial years. This will bring forward up to \$9 million worth of payments to local media businesses to provide cashflow relief for those businesses experiencing a revenue loss as a result of the COVID-19 outbreak and response.

2.4. Media businesses must repay the advance payments through the course of the 2020/21 financial year, as they receive advertising revenue from the Government Departments.

- 2.5. The Recipient is a local media business and has applied for an advance payment under the Advertising Initiative.
- 2.6. The Minister and the Minister of Broadcasting, Communications and Digital Media have approved the Recipient's Application and this Agreement records the terms of the Advance Payment.

3. DEFINITIONS AND CONSTRUCTION

- 3.1. In this Agreement the following expressions shall have the following meanings:

"Advance Payment"	The payment made under clause 5 of this Agreement
"Advertising Initiative"	The initiative under which MCH will administer payments in advance to local media businesses for advertising that will be placed by Government Departments during the 2020/21 government financial year
"Agreement"	This Agreement and any schedules attached to it
"Application"	The Advertising Initiative application dated [xx xx 20xx] submitted by the Recipient to MCH
"Chief Executive"	The Chief Executive of the Ministry for Culture and Heritage
"Confidential Information"	Information disclosed by a Party under this Agreement that is marked as confidential or which might reasonably be expected to be confidential in nature, including information that is personal information under the Privacy Act 1993
"Event of Default"	Has the meaning given in clause 8.1
"Government Departments"	The 32 government departments listed in Schedule 1, and the four departmental agencies listed in Schedule 1A, of the State Sector Act 1988 ¹ as well as the New Zealand Police, New Zealand Defence Force, and the Parliamentary Counsel Office

¹ Reprint as at 19 March 2020

“Local Media Business”	A business that generates news or current affairs content that is focused on the New Zealand market (or a regional or local market in New Zealand), employs journalists in New Zealand, has an operational presence in New Zealand, and pays tax in New Zealand
“Minister”	Minister of Finance
“MCH”	Ministry for Culture and Heritage
“Outstanding Amount”	The amount of the Advance Payment outstanding at any time (which shall be reduced from time to time by any repayments made by the Recipient)
“Recipient”	[XXX Insert legal name of media business]
“Wage Subsidy Scheme”	The Wage Subsidy Scheme established by the Crown to support employers, including sole traders, significantly impacted by COVID-19 who face laying off staff or reducing hours
“Working Day”	Means a day of the week (other than a Saturday or a Sunday or a public holiday in Wellington or the place where the Recipient has its principal place of business)

3.2. Headings and the Introduction are included for ease of reference only and are not to have any effect on construction and interpretation.

4. PURPOSE

4.1. The purpose of this Agreement is to:

- 4.1.1. document the terms and conditions on which MCH makes the Advance Payment to the Recipient, including the Recipient’s obligation to repay the amount of the Advance Payment to MCH
- 4.1.2. set out other matters relevant to the relationship between MCH and the Recipient with respect to the Advance Payment.

5. ADVANCE PAYMENT

5.1. MCH will administer this Agreement and the Advance Payment to the Recipient on behalf of the Crown.

- 5.2. Unless clause 5.3 applies, MCH will pay the Recipient the Advance Payment in a single lump sum of NZD\$XX (excluding GST), to be paid as soon as practicable after the date this Agreement is signed.
- 5.3. This clause and clause 5.4 apply if the Minister and the Minister of Broadcasting, Communications and Digital Media decide that the Advance Payment is to be made in instalments, and MCH has notified the Recipient in writing of that decision.
- 5.4. Where clause 5.3 applies, the Advance Payment to a recipient will be paid in two instalments, as follows:
- 5.4.1. An instalment of 50% of the total of the Advance Payment, to be paid as soon as practicable; and
- 5.4.2. A further instalment of 50% of the total of the Advance Payment, to be paid on the date that is three calendar months after the first instalment is paid under clause 5.4.1 (or the first working day after that date).
- 5.5. The Advance Payment will be paid into the bank account of the Recipient indicated to MCH in the Recipient's Application and supported by a deposit slip or other evidence.
- 5.6. Except where clause 10.2 applies, the Recipient must repay the Advance Payment to MCH in monthly instalments due on the 20th day of each calendar month. Each instalment must be for a sum equal to the total payment received by the Recipient in the previous calendar month for advertising placed with the Recipient by or on behalf of Government Departments.
- 5.7. Where clause 10.2 applies and a different reporting schedule has been notified by MCH, the Recipient must repay the Advance Payment to MCH in instalments due on the 20th day of each month in which a report is required to be submitted. Each instalment must be for a sum equal to the total payment received by the Recipient, in the period covered by the latest report required, for advertising placed with the Recipient by or on behalf of Government Departments.
- 5.8. All payments made by the Recipient must be made in the manner specified in writing by MCH and without any set-off, counterclaim or condition and without any deduction or withholding for any tax or any other reason unless the withholding or deduction is required by law.
- 5.9. If the Recipient has not repaid the full amount of the Advance Payment to MCH on 30 June 2021, the Recipient must repay any Outstanding Amount to MCH by 14 July 2021, unless clause 5.10 applies.
- 5.10. This clause applies where:
- 5.10.1. the Minister and the Minister for Broadcasting, Communications, and Digital Media have jointly agreed, in their sole discretion, to

permit the Recipient to retain the Outstanding Amount and to continue to repay it after 30 June 2021, on the applicable basis set out in clause 5.6 or clause 5.7; and

- 5.10.2. MCH has notified the Recipient in writing of the agreement and permission given under clause 5.10.1.

6. RECIPIENT'S REPRESENTATIONS

6.1. The Recipient represents and warrants that:

- 6.1.1. all information (including declarations, representations, statements, consents, confirmations, evidence and other materials) provided by it or on its behalf in connection with the Application is true and accurate, and there are no facts or circumstances that have not been disclosed that would make that information untrue, inaccurate or misleading
- 6.1.2. every person who completed the Application had authority to do so
- 6.1.3. it is a duly established entity, registered (to the extent applicable) and existing under the laws of New Zealand, whose board or committee or equivalent has been correctly and validly appointed
- 6.1.4. no action has been taken for or with a view to:
- 6.1.4.1. its dissolution, termination, disestablishment, deregistration or, winding up
- 6.1.4.2. the appointment of a liquidator, statutory manager, administrator, receiver, bankruptcy official or similar officer in respect of the Recipient or any of its assets
- 6.1.5. it has the power to enter and perform all obligations under this Agreement, has taken all necessary action to authorise that entry and performance, and holds all necessary authorisations and consents for that entry and performance
- 6.1.6. the obligations under this Agreement are legal, valid, binding and enforceable against it
- 6.1.7. entry and performance of obligations under this Agreement do not and will not breach any agreement or instrument binding upon the Recipient or any of its assets (including any other loan agreement); and
- 6.1.8. no Event of Default is continuing or might reasonably be expected to result from the making of the Advance Payment.

- 6.2. The representations made above are deemed to be repeated on the date the Advance Payment is made and on each day there is any Outstanding Amount by reference to the facts and circumstances then existing.

7. UNDERTAKINGS

- 7.1. The Recipient undertakes to the Minister that, for so long as there is any Outstanding Amount, the Recipient will:
- 7.1.1. continue to operate as a Local Media Business;
 - 7.1.2. promptly supply MCH with such further information that it reasonably requests in connection with this Agreement, including its administration or enforcement and for audit purposes
 - 7.1.3. promptly notify MCH if:
 - 7.1.3.1. any Event of Default occurs; or
 - 7.1.3.2. the Recipient ceases to carry on the business or organisation in connection with which the Advance Payment was made; and
 - 7.1.4. if applicable, comply with all obligations under the Wage Subsidy Scheme.

8. EVENTS OF DEFAULT

- 8.1. Each of the events and circumstances set out in this clause is an "Event of Default":
- 8.1.1. the Recipient does not pay on or before the due date any amount payable, in the manner in which it is expressed to be payable;
 - 8.1.2. the Recipient breaches or otherwise does not comply with any undertaking set out in clause 7.1;
 - 8.1.3. any declaration, representation, statement, consent or confirmation (or any other information, including evidence and other materials) made, deemed to be made, or provided on the Recipient's behalf in connection with this Agreement, including the Application, or the Wage Subsidy Scheme:
 - 8.1.3.1. is untrue, inaccurate, or misleading in any material respect as at the date of this Agreement; or
 - 8.1.3.2. becomes untrue, inaccurate or misleading in any material respect

- 8.1.4. the Recipient suspends making payments under this Agreement or any action is taken for or with a view to:
 - 8.1.4.1. the dissolution, termination, disestablishment, deregistration, winding up or other end of the Recipient; or
 - 8.1.4.2. the appointment of a liquidator, statutory manager, administrator, receiver, bankruptcy official or similar officer in respect of the Recipient or any of its assets; or
 - 8.1.4.3. a rescheduling or moratorium of the Recipient's indebtedness (or of any part that the Recipient will or might otherwise be unable to pay when due); or
 - 8.1.4.4. a composition or general assignment with or for the benefit of the Recipient's creditors
- 8.1.5. the Recipient, or all or substantially all of the Recipient's assets for the business or organisation for which the Advance Payment was made, are sold or transferred without the prior written consent of MCH
- 8.1.6. the Recipient fails to comply with its reporting requirements, as set out in clause 10 of this Agreement.
- 8.2. On and at any time after the occurrence of any Event of Default, MCH may, by notice to the Recipient (and without prejudice to any other rights MCH may have under any other document or at law) declare the Outstanding Amount to be immediately due and payable, and on the date set out in the notice, it shall become immediately due and payable.

9. TERM AND TERMINATION

- 9.1. This Agreement commences on the date it is signed by both Parties.
- 9.2. This Agreement expires when the Advance Payment has been repaid in full to MCH.
- 9.3. The Agreement can be amended or extended by agreement in writing by the Parties.
- 9.4. Except as is otherwise provided in this Agreement, termination or expiry of this Agreement does not affect:
 - 9.4.1. any rights and remedies available to a Party under this Agreement which have accrued up to and including the date of termination or expiry; and
 - 9.4.2. the provisions of this Agreement which expressly, or by their nature, survive termination or expiry.

10. REPORTING REQUIREMENTS

- 10.1. Unless clause 10.2 applies, the Recipient must report to the primary contact at MCH within five Working Days of the end of each calendar month.
- 10.2. This clause applies if MCH has given notice in writing to the Recipient that a different reporting schedule applies to the Recipient. Where this clause 10.2 applies, the Recipient must report to MCH in accordance with that schedule.
- 10.3. All reports under this clause must be in the form attached in Schedule One.
- 10.4. A report is to be submitted under clause 10.1 or 10.2 even if no revenue has been received in the previous calendar month or reporting period.

11. CONFIDENTIALTY AND PERMITTED PUBLICATION

- 11.1. Except as permitted by this clause, each Party shall keep the other Party's Confidential Information confidential and shall not disclose such Confidential Information to any person or use such Confidential Information for any purpose other than the purpose of the Advertising Initiative and this Agreement.
- 11.2. Notwithstanding clause 11.1 either Party may disclose any Confidential Information:
 - 11.2.1. to its professional advisors, auditors or bankers on a need-to-know basis;
 - 11.2.2. if and to the extent disclosure is required by:
 - 11.2.2.1. law (except under the Official Information Act 1982 in which case clause 11.7 applies)
 - 11.2.2.2. Ministers of the Crown
 - 11.2.2.3. parliamentary convention
 - 11.2.2.4. the rules of any registered securities exchange upon which the Recipient's securities are listed,

provided that Party gives the other Party notice of the requirement as soon as practicable before such disclosure is made; or
 - 11.2.3. if and to the extent the information is obtained or developed independently of the information disclosed by the disclosing Party.
- 11.3. Each Party will ensure that its personnel:

- 11.3.1. are aware of the confidentiality obligations in this Agreement; and
- 11.3.2. do not use or disclose any of the other Party's Confidential Information except as allowed by this Agreement.
- 11.4. Neither Party will make any announcement or disclosure relating to the contents of this Agreement except in such form and manner and at such time as the other Party approves in writing in advance (such approval not to be unreasonably withheld or delayed), or as permitted under clauses 11.2, 11.5, 11.6 and 11.7, 12.2 and 14.3.
- 11.5. MCH may publish the Recipient's identity and the fact the Recipient received support under the Advertising Initiative on the MCH website, other government websites, or in MCH or government communications materials.
- 11.6. MCH may disclose Confidential Information to any Government Department, debt recovery organisation or similar agency for the purposes of auditing, collection or enforcement, and in the case of an Event of Default described in clause 8.1.1, to any credit reporting agency.
- 11.7. The Recipient acknowledges that MCH is subject to the Official Information Act 1982 (OIA) and may be required to disclose information pursuant to that Act. MCH will make decisions on release in accordance with the OIA at its sole discretion. MCH will promptly inform the Recipient if its Confidential Information falls within the scope of any request for information.

12. DISPUTES

- 12.1. If a dispute arising out of this Agreement occurs between the Parties, then the Parties will in good faith try to resolve that dispute including by escalating the dispute to the Recipient's chief executive and the Chief Executive for resolution.
- 12.2. No Party may commence any proceedings relating to a dispute (except to seek urgent equitable relief) unless the Party has complied with this clause.

13. RELATIONSHIP MANAGEMENT

- 13.1. The Recipient shall maintain a 'no surprises' policy that keeps MCH informed of both potentially contentious issues and issues that may have a significant impact on its ability to repay the Advance Payment in accordance with this Agreement.

13.2. The primary contact for MCH is:

Name: Media Support Team
Address: Level 1, Public Trust Building,
131-135 Lambton Quay, Wellington
Telephone: (04) 499 4229
Email: advertising.initiative@mch.govt.nz

13.3. The primary contact for the Recipient is:

Name: TBC
Address: TBC

Telephone: TBC
Email: TBC

13.4. If there is a change in the details set out in this clause at any time during the term, the relevant Party shall notify the primary contact for the other Party in writing as soon as practicable.

14. GENERAL

14.1. This Agreement is governed by New Zealand law.

14.2. The Recipient must not assign or transfer any of its rights or obligations under this Agreement without written consent from MCH.

14.3. The Crown may:

14.3.1. assign or transfer any of its rights, powers and obligations without the Recipient's consent; and

14.3.2. disclose to any potential assignee or transferee such information (including personal information) about the Recipient as is considered appropriate. Any assignee or transferee may use such information for the purposes, and in the same manner, as MCH.

14.4. MCH's certificate as to any amount payable under this Agreement shall, except for manifest error, be conclusive.

14.5. No failure on the Crown's part to exercise and no delay in exercising any right on behalf of the Crown under this Agreement operates as a waiver of that right, nor shall any single or partial exercise of any right under this

Agreement prevent any other or further exercise of that right or the exercise of any other right.

- 14.6. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision.
- 14.7. Neither Party shall be liable to the other for any loss of profit, loss of business or damage to goodwill, or any indirect, consequential or special loss or damage arising under or in connection with these terms.
- 14.8. Each Party shall bear its own costs (including legal costs) in respect of the negotiation, preparation and execution of this Agreement. The Recipient will be responsible for meeting the costs of the Crown in connection with this Agreement or its enforcement at any time following the occurrence of an Event of Default.

SIGNATURES

Executed as an agreement.

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of the Government of New Zealand by **[insert signatory]**

SIGNED for and on behalf of **[insert legal name of media business]**

Date:

Date:

SCHEDULE ONE

Media Support Initiative - Government Department Advertising Spending Report Form

Please use this form to report on the Government advertising you are reimbursing the Ministry for Culture and Heritage (MCH) for.

Please note the following:

- For those with monthly reporting and payment, this form is to be completed and returned to MCH within five working days of the end of each calendar month, setting out the Government advertising that has been paid for in the previous calendar month.
- For those with quarterly reporting and payment, as notified by MCH this form is to be completed and returned to MCH on the dates set out in your approval letter, setting out the Government advertising that has been paid for in the period described in the approval letter.
- Please note that reports are to be submitted including where no revenue has been received from Government advertising in the relevant period.
- Please ensure that you only include advertising from the departments and agencies listed on the reverse of this form.
- Please provide evidence (electronically) of the payment you have received from the Government Department/Agency.
- MCH will keep a record of the payments you have received from Government Departments against the advance payment you received from MCH, until that amount has been repaid to MCH.

Advertising Revenue Received in the Period: / / to
 / /

Government Department*	Advertising subject	Date of placement	Value received	Notes
<i>Example: Ministry of Health</i>	<i>COVID-19 advertising</i>	<i>20 - 30 June 2020</i>	<i>\$5000 (excluding GST)</i>	

		Total reimbursement:		

**Refer over page for list of Government Departments included in this initiative.*

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

**Note – only advertising from the following Departments/Agencies can be included:*

Government Departments, Departmental Agencies and No-Public Service Departments included in the initiative*		
Cancer Control Agency	Crown Law Office	Department of Conservation
Department of Corrections	Department of Internal Affairs	Department of the Prime Minister and Cabinet
Education Review Office	Government Communications Security Bureau	Inland Revenue Department
Land Information New Zealand	Ministry for Culture and Heritage	Ministry for Pacific Peoples
Ministry for Primary Industries	Ministry for the Environment	Ministry for Vulnerable Children, Oranga Tamariki
Ministry for Women	Ministry of Business, Innovation and Employment	Ministry of Defence
Ministry of Education	Ministry of Foreign Affairs and Trade	Ministry of Health
Ministry of Housing and Urban Development	Ministry of Justice	Ministry of Maori Development
Ministry of Social Development	Ministry of Transport	National Emergency Management Agency
New Zealand Customs Service	New Zealand Security Intelligence Service	Pike River Recovery Agency
New Zealand Police	New Zealand Defence Force	Parliamentary Counsel Office
Serious Fraud Office	Social Wellbeing Agency	State Services Commission
Statistics New Zealand	Te Arawhiti	The Treasury

Advertising Initiative Application Process

	Action	Responsibility
APPLICATION RECEIVED	Application comes into overarching email address	Media organisation
	Email pushed through to internal initiative email address	Jasmin Walles
APPLICATION ALLOCATED TO CASE MANAGER	Initiative Lead records application in database and assigns a case number and a Case Manager to the application	Kate Jordan
	Initiative Lead sends case number to applicant and confirms it is now under review	Kate Jordan
APPLICATION REVIEWED	Case Manager reviews case against eligibility	Case Manager
	Case Manager seeks expert opinion when required (e.g., Treasury to advise on the impact of COVID-19 on the business)	Case Manager
	Case Manager writes a recommendation to approve or decline the application, detailing their decision making.	Case Manager
	Case Manager has their recommendations reviewed by the fellow Case Manager to ensure consistent thinking and application of criteria is being applied	Other Case Manager
	Case Manager makes recommendation to Initiative Lead	Case Manager
MINISTERS' DECISION	Application sent to Ministers for approval, either as a single large application or bundled smaller applications	Kate Jordan with support from Policy
APPLICANT NOTIFIED OF OUTCOME	After the Ministers have approved application, Case Manager notifies the applicant of the outcome of their application.	Case Manager
	Successful applicants are also advised of the obligations they need to meet under the scheme's terms and conditions. They advise that they accept the terms and conditions.	Media organisation
PAYMENT MADE	Payment raised with Finance for processing	Finance
POST PAYMENT PHASE Note: This step is subject to change, with the key focus that we reduce administrative burden on all parties, while reconciling the money	Media organisations repay advance payments on a monthly basis, as government departments use the credits	Media organisations
	Repayment amount is logged against the media organisation's total advance payment	Initiative Lead
	The media organisation is notified when their advance payment is repaid and they can stop repayments	Initiative Lead

Media Support - Advertising Initiative
Assessment Coversheet – Internal use only

Media Organisation	
Case Number	
Govt Advertising spend	19/20 financial year:
	20/21 financial year:

Eligibility Criteria met?	
1. Received Government advertising revenue in the current (2019/20) and/or previous (2018/19) Government financial year (see FAQs below for precise dates)	
2. Have experienced a revenue drop (or predicted revenue drop) of at least 30% attributable to COVID-19 – this can be demonstrated through successful access to the Government wage subsidy scheme	
3. Have taken reasonable efforts to mitigate the impact of COVID-19.	
Requirements met?	
a) A business that generates news or current affairs content that is focused on the New Zealand market (or a regional or local market in New Zealand)	
b) A business that employs journalists in New Zealand	
c) A business that has an operational presence in New Zealand	
d) A business that pays tax in New Zealand.	

Issues and Risks	
Recommendation with reasons	