

Agreement

between

Television New Zealand (TVNZ)

And

The Crown through the Chief Executive of the Ministry for Culture and Heritage (MCH)

And

New Zealand Film Archive Trust Board (Film Archive)

TRANSFER OF TVNZ ARCHIVE COLLECTION AND EMPLOYEES

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

BETWEEN

- 1 TELEVISION NEW ZEALAND (“TVNZ”)**
- 2 THE CROWN, BY AND THROUGH THE CHIEF EXECUTIVE OF THE MINISTRY FOR CULTURE AND HERITAGE (“MCH”)**
- 3 THE TRUST BOARD KNOWN AS “THE NEW ZEALAND FILM ARCHIVE” incorporated on 9 March 1981 under the provisions of the Charitable Trusts Act 1957 (“Film Archive”)**

BACKGROUND

- A. The Archive Collection contains more than 500,000 items of television-related audio-visual material, dating from the start of television broadcasting in New Zealand. The contents of the Archive Collection are used in TVNZ’s day-to-day business, particularly in the production of its news and current affairs programmes.
- B. The Crown considers the majority of the material in the Archive Collection to have high heritage and cultural value to New Zealand. The Crown and TVNZ wish to ensure the Archive Collection is appropriately preserved and that it is made increasingly available for re-use through online Streaming where appropriate, and other means.
- C. The Crown and TVNZ have agreed, subject to the terms and conditions of this Agreement and the Archive Facility ASP, to transfer title, risk and possession of the physical materials in the Archive Collection and the Archive Facility to the Crown (by and through the Ministry for Culture and Heritage and Land Information New Zealand respectively). The transfer of the Archive Collection to MCH requires the agreement of the Chief Archivist pursuant to the Public Records Act 2005.
- D. Except as set out in this Agreement, MCH is not receiving any Intellectual Property in the Archive Collection. TVNZ and MCH will use the processes set out in this Agreement to make material in the Archive Collection increasingly available and accessible to the public.
- E. TVNZ is developing a Digital Production Library in Auckland that will reduce and may eventually replace the Production Library Services currently provided from the Archive Facility. TVNZ will require Production Library Services from the Film Archive during the transition period to the Digital Production Library (anticipated to be June to December 2015) and beyond. Timely access to the Archive Collection to support TVNZ’s day to day business is required, as well as a right for TVNZ to locate staff and equipment in the Archive Facility. The Production Library Services will reduce over time.
- F. To facilitate the transaction, MCH will appoint an Archive Manager to use the Archive Facility and maintain the Archive Collection and implement aspects of this Agreement. MCH will offer a contract to the Film Archive to be its Archive Manager for the purpose of

the Film Archive providing public access, preservation, maintenance and digitisation services to MCH, subject to various terms and conditions.

- G. A key feature of the transfer of the Archive Facility to LINZ and the Archive Collection to MCH is the proposed transfer to the Film Archive of 11 TVNZ employees who currently help provide production library services to TVNZ. The Film Archive shall be a party to this Agreement for the purpose (among other things) of the clauses relating to and necessary for the proposed transfer of those TVNZ employees.
- H. This Agreement sets out the terms and conditions relating to the transfer of the Archive Collection from TVNZ to MCH and proposed transfer of the Existing Employees from TVNZ to the Film Archive, including:
- (a) The vesting of the Archive Collection in MCH;
 - (b) MCH's appointment of an Archive Manager;
 - (c) MCH and the Archive Manager's right to access the Database relating to the Archive Collection and publish it online; and
 - (d) The process by which MCH and TVNZ will make the material in the Archive Collection more accessible to the public, including enabling MCH to Stream content online where appropriate.
- I. LINZ will purchase the Archive Facility for the Crown. The terms and conditions of the sale and purchase of the Archive Facility will be set out in the Archive Facility ASP. DIA will be responsible for managing the Crown's interest in the Archive Facility.
- J. To facilitate the transaction, DIA and MCH will agree the terms and conditions of access to, and services to be provided at the Archive Facility.
- K. To facilitate the transfer of the Archive Collection and the Archive Facility, in addition to this Agreement and the Archive Facility ASP, the following agreements will also be entered into by the relevant parties (as specified below):
- (a) Memorandum of Understanding (between DIA and MCH) relating to the occupation of the Archive Facility by the Archive Manager for the purposes of providing certain public access, preservation, maintenance and digitisation services in respect of the Archive Collection to MCH and the Production Library Services to TVNZ, and providing for TVNZ's access to the Archive Facility in certain circumstances;
 - (b) Archive Manager MOU (between MCH and the Film Archive) providing for (among other things):
 - (i) funding the Film Archive to provide certain public access for viewing, third party access for re-using, preservation, maintenance and digitisation of the Archive Collection;

- (ii) licences to occupy the Archive Facility and to use the Equipment for these purposes (including allowing for TVNZ to access the Archive Facility and use the Equipment in certain circumstances); and
 - (iii) MCH's monitoring of the Archive Manager; and
- (c) Production Library Services Agreement (between TVNZ and the Film Archive) which provides for the provision of the Production Library Services to TVNZ (including the right for TVNZ to provide those services itself from the Archive Facility in certain circumstances).

THE PARTIES AGREE AS FOLLOWS:

1 Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires:

'Agreement' means this agreement for the transfer of TVNZ Archive Collection and Employees and the schedules and appendices attached to it.

'Archive Collection' means the Card Index System and all audio, visual and audio-visual material:

- (a) broadcast and/or held by TVNZ (and its predecessors) from the beginning of television broadcasting in New Zealand until the Transfer Date, which is held by TVNZ at the Archive Facility on the Transfer Date, including any film, negative, tape or other medium of that material, regardless of whether:
 - (i) TVNZ holds sole or joint copyright in that material; or
 - (ii) TVNZ holds no copyright in that material;
- (b) that is subject to a Disposal authority issued pursuant to the Public Records Act, authorising the transfer of the material by TVNZ to MCH; and
- (c) except for the purposes of the transfer under clause 2.1 and the Public Records Act under clause 4, includes any TVNZ programming material broadcast after the Transfer Date and sent by TVNZ to the Archive Facility;

(d) includes the materials on the list provided by TVNZ to MCH on Tuesday 20 May 2014 at 10.47am, as shown by the cover page of e-mail inserted at Appendix Three,

but excludes any Intellectual Property in any of the above materials.

'Archive Facility' means the land situated at 181a Taita Drive, Avalon, Lower Hutt Avalon, held in computer freehold register 570366, and the buildings, fixtures, fittings and plant owned by TVNZ as at the date of the Archive Facility ASP and situated or held there on the Transfer Date, known as the TVNZ Archive, , but excluding the Archive Collection, the Equipment and the TVNZ technology referred to in clause 12.1.

'Archive Facility ASP' means the agreement between LINZ and TVNZ dated on or about the date of this Agreement providing for the sale of the Archive Facility to the Crown.

'Archive Manager' means the organisation appointed by MCH pursuant to clause 8 of this Agreement.

'Archive Manager MOU' means the memorandum of understanding between MCH and the Film Archive dated on or about the date of this Agreement, relating (among other things) to the funding of the ongoing public access, preservation, management and digitisation of the Archive Collection by the Film Archive.

'Broadcast' and **'Broadcaster'** have the meanings given to those terms by section 2 of the Broadcasting Act 1989.

'Card Index System' means the manual card-based cataloguing system which contains information on certain Archive Collection works that may not have a record in the Database.

'Chief Archivist' means the Chief Archivist referred to in section 10 of the Public Records Act.

'Crown' means Her Majesty the Queen in right of New Zealand.

'Database' means the BASIS database maintained by TVNZ before the Transfer Date relating to the Archive Collection (excluding the Card Index System).

'DIA' means the Crown acting through the Chief Executive of the Department of Internal Affairs.

'Digital Production Library' means the IT project currently underway by TVNZ to build a digital file based production library in Auckland.

'Disposal' has the same meaning as in section 4 of the Public Records Act and in relation to a public record or local authority record, means:

- (a) the transfer of control of a record; or
- (b) the sale, alteration, destruction, or discharge of a record.

'Equipment' means the equipment required to manage and operate the Archive Collection set out in Appendix One.

'Existing Employees' means the TVNZ employees (currently numbering 11) who work at the Archive Facility at the Transfer Date, but excludes the TVNZ Database Administrator and the TVNZ Archive Manager.

'Intellectual Property' means any and all intellectual or industrial protection rights throughout the world, including in respect of or in connection with:

- (a) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (b) moral rights;
- (c) performers rights;
- (d) trade mark, patent, design (which for the avoidance of any doubt includes site graphics), trade secret, invention or know-how; and
- (e) any other form of intellectual or industrial property right,

whether or not now existing, and whether or not registered or registrable, and includes any right to apply for the registration of such right, and includes all renewals and extensions.

'LINZ' means the Crown acting through the Minister for Land Information.

'Māori Television Broadcaster' has the same meaning as in clause 1 of the Agreement between TVNZ and the Crown dated 25 July 1991 relating to the transfer of assets to TVNZ, and means a television broadcaster whose dominant purpose is the promotion of Māori language and culture.

'Māori Television Archival Material' has the same meaning as in clause 1 of the Agreement between TVNZ and the Crown dated 25 July 1991 relating to the transfer of assets to TVNZ, and means archival material which is of specific interest to Māori in that it deals with some aspect of Māori language and culture.

'Non-transferring employee':

- (a) means an Existing Employee who does not accept the Film Archive's offer made in accordance with clause 5.1; and
- (b) includes the TVNZ Database Administrator and the TVNZ Archive Manager.

'Production Library Services' means the production library services provided, or to be provided, by the Film Archive under the Production Library Services Agreement.

'Production Library Services Agreement' means the agreement entered into, or to be entered into, between TVNZ and the Film Archive dated on or about the date of this Agreement for the provision of the Production Library Services.

'Public Records Act' or **'PRA'** means the Public Records Act 2005.

'Stream' means the provision of information or material to any computer or other electronic device where the information or material is constantly received and presented to that computer or device and the information or material is able to be

viewed on such computer or other device, but the information or material is not downloaded to that computer or other device.

'Television Broadcaster' means a broadcaster who transmits television programmes.

'Transferring Employee' is an Existing Employee who accepts the Film Archive's offer under clause 5.1.

'Transfer Date' means 1 August 2014.

1.2 General construction

In interpreting this Agreement, the following rules must be applied unless the context otherwise requires:

1.2.1 a reference to a clause or an appendix is to a clause or appendix of this Agreement and a reference in an appendix to a clause is a reference to a clause in that appendix;

1.2.2 a reference to any monetary amount is to New Zealand currency;

1.2.3 headings appear as a matter of convenience and do not affect the construction of this Agreement;

1.2.4 a reference to a statute or document includes that statute or document as amended or replaced or in the case of a statute, repealed;

1.2.5 a reference to a party to this Agreement includes that party's personal representatives/successors and permitted assigns;

1.2.6 a reference to a person includes any individual natural person, company, corporation, partnership, joint venture, association (whether corporate or unincorporated), trust, organisation, Government department, Minister of the Crown, state or agency of a state (in each case, whether or not having separate legal personality), and includes a person's executors, administrators, successors, and assigns;

- 1.2.7 the singular includes the plural and vice versa, and words importing one gender include the other genders;
- 1.2.8 a reference to time is to New Zealand time;
- 1.2.9 a reference to a defined term includes a reference to that term in different grammatical forms;
- 1.2.10 the use of expressions such as 'includes', 'including', 'for example', and similar expressions, does not limit what else might be included.

2 Transfer of the Archive Collection

- 2.1 In consideration of MCH providing for the future preservation and management of the Archive Collection, from the Transfer Date, title, risk and possession of the Archive Collection and the Equipment vest in MCH.
- 2.2 Nothing in this Agreement confers on MCH any right, title or interest in any Intellectual Property except as specified in this Agreement.
- 2.3 Subject to this Agreement and without limiting the Production Library Services Agreement, with respect to the Database:
- 2.3.1 TVNZ will continue to own and operate the Database after the Transfer Date.
- 2.3.2 From the Transfer Date until the effective date of the Database's retirement, as notified by TVNZ, TVNZ hereby grants to MCH, with a right to sub-license to the Archive Manager, the right to publish the Database online in order to make the Database searchable by the general public but not to modify, delete or alter the Database in any way. The Crown agrees that this licence does not permit publication of any part of the Archive Collection itself or the detailed shot logging information that supports the TVNZ production library function, but does permit the inclusion of a précis of each title.

2.3.3 MCH and the Film Archive recognise TVNZ's right to handle, use and modify the contents of the Database in any manner TVNZ wishes, including the right to manage and administer all aspects of the Database.

2.3.4 Until TVNZ notifies MCH and the Film Archive that the Database has been retired, MCH and the Film Archive may copy the Database and copy content from the Database at their discretion.

2.3.5 TVNZ estimates that the Database will be retired between June and December 2015. TVNZ will maintain the Database until TVNZ's Digital Production Library is operational, as notified by TVNZ. TVNZ will notify MCH and the Film Archive within 3 months prior to retiring the Database to enable MCH and the Film Archive to make any final copies of the Database prior to TVNZ retiring of the Database.

2.4 Despite the transfer of the Archive Collection to MCH, TVNZ will retain the right to remove Archive Collection works from the Archive Facility during the 36 month period post Transfer Date for periods of up to 6 weeks, for the purpose of digitising those works into the Digital Production Library.

3 Conditions

3.1 This Agreement is conditional on the following conditions having been satisfied 3 weeks before the Transfer Date:

3.1.1 DIA and TVNZ both giving notice to each other, MCH and the Film Archive in writing that any conditions precedent in the Archive Facility ASP have been satisfied;

3.1.2 MCH and TVNZ giving written notice to each other and the Archive Manager that the Chief Archivist has approved the Disposal of the Archive Collection from TVNZ to MCH in a manner acceptable to MCH and TVNZ;

3.1.3 MCH giving notice in writing to TVNZ that it has appointed the Archive Manager in accordance with clause 8;

3.1.4 The Film Archive giving notice in writing to MCH and TVNZ that it has:

3.1.4.1 accepted MCH's appointment as the Archive Manager; and

3.1.4.2 made offers of employment to the Existing Employees in accordance with this Agreement;

3.1.5 TVNZ and Archive Manager giving MCH notice in writing that the terms and conditions of the Production Library Services Agreement have been agreed to;

3.1.6 MCH and the Archive Manager giving TVNZ notice in writing that the Archive Manager MOU has been agreed to; and

3.1.7 MCH giving TVNZ notice in writing of Cabinet's approval being obtained for \$9.3 million to facilitate the purchase of the Archive Facility and \$2 million per annum for the ongoing management of the Archive Collection for MCH.

3.2 The above conditions are inserted for the benefit of all parties, and no party may unilaterally waive a condition.

3.3 If any of the conditions is not met by the due date under clause 3.1, the chief executives of TVNZ, MCH, DIA and the Film Archive will meet (and MCH will procure that the Chief Executive of DIA will meet) to agree the most expeditious way to proceed with the transaction under this Agreement, the Archive Facility ASP and the Production Library Services Agreement. If the parties do not agree in writing to proceed with the transaction by the date that is one week before the Transfer Date, the Agreement may be cancelled by any party giving written notice to the other parties of cancellation of the Agreement. In that case, this Agreement will have no effect and the parties will not have any rights or remedies against each other.

4 Public Records Act 2005

4.1 As soon as reasonably practicable after all parties have signed this Agreement and the Archive Facility ASP, TVNZ will apply to the Chief Archivist for authorisation under the

Public Records Act for Disposal of the Archive Collection to MCH under section 20(1)(a) of the Public Records Act.

4.2 If TVNZ receives the Chief Archivist's authority for the Disposal of the Archive Collection to MCH it will notify MCH in writing. As soon as reasonably practicable after TVNZ transfers the Archive Collection to MCH, then for the benefit of TVNZ and the Archive Manager, MCH will:

4.2.1 as required by the Public Records Act, seek the Chief Archivist's agreement to defer transfer of the Archive Collection under section 22(1)(b) of the Public Records Act for at least 10 years; and

4.2.2 if any materials in the Archive Collection are classified as "open access" for the purpose of the Public Records Act, make such materials available to any person subject to the restrictions and permissions set out in this Agreement and, unless otherwise permitted under this Agreement or at law (and then only to the extent of that permission), will make any such materials in which TVNZ has copyright available only by viewing at the Archive Facility (but not Streaming, copying or downloading other than to the extent permitted under this Agreement or at law).

4.3 Following the Transfer Date, TVNZ will make any applications for any further Disposal to MCH of records generated by TVNZ after the Transfer Date and sent to the Archive Facility, as required under the Public Records Act.

5 Transfer of Employees

5.1 [Section 9\(2\)\(a\)](#)

5.2

Section 9(2)(a)

5.3

Liability for on-going costs

6.1 From the Transfer Date, except as specified in this Agreement and the Production Library Services Agreement, TVNZ will have no liability for the on-going operational costs of the Transferring Employees or the Archive Facility, the maintenance, preservation or digitisation of the Archive Collection, any costs relating to any material in the Archive Collection in association with the Public Records Act, or, to the extent permitted by law, any other costs whatsoever.

6.2 Section 9(2)(a)

6.3 TVNZ will meet all costs of any support, licensing and maintenance for the use of the Database by TVNZ or the Archive Manager in accordance with this Agreement and the Production Library Services Agreement.

6 Covenants

6.1 MCH, TVNZ and Film Archive agree to:

6.1.1 act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other;

7.1.2 discuss matters affecting this Agreement whenever necessary, except that MCH and TVNZ are not obliged to discuss with Film Archive any matter affecting this Agreement other than one related to the proposed transfer of the Existing Employees or a clause in this Agreement under which Film Archive has an obligation or direct right; and

7.1.3 notify each other immediately of any actual or anticipated issues related to this Agreement that could significantly impact TVNZ's ability to receive the Production Library Services and/or access the Archive Collection as TVNZ requires, or that could receive media attention.

8 Appointment of Archive Manager

8.1 MCH will, from time to time, appoint (and maintain the appointment of) an Archive Manager to, as a service to MCH and subject to the terms and conditions of the Archive Manager MOU, this Agreement and the Production Library Services Agreement, provide ongoing public access, maintenance, preservation, management, and digitisation of the Archive Collection. In the first instance, MCH is appointing the Film Archive as the Archive Manager. MCH will ensure that the Archive Manager appointed by MCH from time to time will be required to provide the Production Library Services to TVNZ.

8.2 MCH will consult with TVNZ on the proposed appointment of the Archive Manager, giving TVNZ an opportunity to meet with the proposed Archive Manager's personnel who will provide and be responsible for provision of the production library services to TVNZ. In any event, MCH will not appoint an Archive Manager:

8.2.1 unless TVNZ has an agreement with the Archive Manager for the provision of production library services on terms satisfactory to TVNZ (acting reasonably). It will be reasonable for TVNZ to require a production library services agreement on terms similar to the Production Library Services Agreement (excluding the provisions regarding the Transferring Employees); or

8.2.2 if the Archive Manager competes materially with any part of TVNZ's business.

8.3 For TVNZ's benefit, MCH will include in its agreement with any Archive Manager appointed for preservation and management of the Archive Collection a clause specifying that any breach by the Archive Manager of the Archive Manager's agreement with TVNZ for production library services that significantly decreases the benefits or significantly increases the burden to TVNZ of obtaining the production library services will be a breach of MCH's agreement with the Archive Manager.

8.4 MCH will monitor information provided to it by TVNZ on the Archive Manager's delivery of the Production Library Services (and any substitute services to be provided by a substitute Archive Manager) provided to TVNZ and will include performance indicators relating to the provision of the Production Library Services in the Archive Manager MOU (and any subsequent agreement with an Archive Manager for preservation and management of the Archive Collection).

8.5 If the Archive Manager breaches any agreement between the Archive Manager and TVNZ for Production Library Services, upon request by TVNZ, MCH will work with TVNZ to ensure that TVNZ can receive the production library services it requires in accordance with its agreement with the Archive Manager, including if MCH considers it necessary, by MCH exercising its rights under MCH's agreement with the Archive Manager for the preservation and management of the Archive Collection. Nothing in this clause requires MCH to provide financial assistance to TVNZ.

9 Access to the Collection

9.1 TVNZ and the Film Archive each acknowledge and agree that the Film Archive will make materials in the Archive Collection available for public viewing at the premises of the Film Archive and standalone terminals that are not connected to the internet, which are located by the Film Archive at a public library, tertiary education institution, museums or similar organisation, where the Film Archive permits members of the public to view that material on terminals but does not allow the material to be downloaded or copied and,

unless the Film Archive is otherwise permitted by law, will not include any materials in the Archive Collection that:

9.1.1 have been broadcast originally by TVNZ within the three years prior to the date of that viewing; or

9.1.2 have not been broadcast but were created within the five years prior to the date of that viewing.

9.2 TVNZ acknowledges the right of the Film Archive to make copies of the Archive Collection for preservation purposes, and to show film recordings to members of the public, as permitted by the provisions of the Copyright Act 1994.

9A Māori Archival Material

9A.1 Pursuant to clause 6 of the Agreement between the Crown and TVNZ dated 25 July 1991 relating to the transfer of assets to TVNZ, MCH will allow access by Māori Television Broadcasters wishing to make programmes the dominant purpose of which is the promotion of Māori language and culture, for broadcast by Māori Television Broadcasters, to Māori Television Archival Material held by it on a cost recovery basis.

9A.2 If MCH proposes to sell or transfer its interest in any Māori Television Archival Material held by it, it shall include, in any agreement entered into to effect such sale or transfer conditions to the following effect:-

9A2.1 the purchaser/transferee will allow access by Māori Television Broadcasters wishing to make programmes the dominant purpose of which is the promotion of Māori language and culture, for broadcast by Māori Television Broadcasters, to Māori Television Archival Material held by it on a cost recovery basis.

9A2.2 the purchaser/transferee agrees to include the condition in 9A2.1 and this condition 9A2.2 in any agreement entered into to effect the sale or transfer of the interest now acquired in such Māori Television Archival Material.

10 Requests to copy material in the Archive Collection

10.1 TVNZ agrees to grant a non-transferable and, except for sub-licensing to an end-user viewer of the material, non sub-licensable licence to MCH to publish, copy and display the requested material in the Archive Collection in which TVNZ is the sole owner of copyright, provided that TVNZ will not be required to grant such a licence if:

10.1.1 TVNZ considers the requested material may be used for a commercial and/or competing purpose; and/or

10.1.2 the requested material was originally broadcast by TVNZ (or any of its predecessors) within the 3 years before the date of the request; and/or

10.1.3 where the requested material has not been broadcast, that material was created within the 5 years before the date of the request.

TVNZ will provide such a licence at no charge, except for TVNZ's reasonable and direct costs to review and process these requests. The process for handling such requests will be refined by and agreed between the Archive Manager and TVNZ.

10.2 Where a person requesting a copy of material from the Archive Collection does not provide the necessary permissions or licences from TVNZ or any other copyright holder of the material, the Archive Manager will not provide a copy the material and will refer the request to TVNZ.

10.3 Where a person requests to view material from the Archive Collection and does not already have the necessary rights under law or this Agreement, the Archive Manager will not make the material available for viewing and will refer the request to TVNZ.

10.4 TVNZ will work with the Archive Manager (and MCH will ensure that the Archive Manager works with TVNZ) to develop a pre-approval process for third party requests to reuse the materials in the Archive Collection in which TVNZ is the sole copyright holder, on such conditions as agreed between TVNZ and the Archive Manager from time to time.

11 Streaming of Archive Collection

11.1 Subject to this clause 11, TVNZ grants the Crown permission to Stream the materials in the Archive Collection on MCH or DIA websites, at no charge except for reasonable and direct costs to review and process these requests provided that:

11.1.1 the relevant material to be Streamed was originally broadcast by TVNZ (or any of its predecessors) at least 3 years prior to the date of the Streaming, or, where the material has not been broadcast then if the material was created more than 5 years prior to the date of Streaming;

11.1.2 the relevant material is material where TVNZ has sole copyright, or material in which TVNZ has joint copyright and the Crown has obtained the consent of the non-TVNZ copyright holder or holders (TVNZ Material); and

11.1.3 the relevant material has been digitised by the Archive Manager as part of its preservation programme.

11.2 Any rights and approval granted by TVNZ under clause 11.1 are non-exclusive, non-transferable and (except for sub-licensing to the end user of the approved website for that end-user's personal and non-commercial use) not sub-licensable.

11.3 Subject to this clause 11, TVNZ agrees to grant the following websites permission to Stream TVNZ Material in the Archive Collection according to the same provisions set out in clause 11.1:

11.3.1 NZ On Screen;

11.3.3 The Film Archive; and

11.3.3 Sign DNA.

11.4 Subject to clause 11.5, if the Crown or the Archive Manager seeks approval for a third party to be able to Stream TVNZ Material (whether for private research, educational, charitable purposes or otherwise), for the benefit of the Crown only, TVNZ will approve Streaming of the TVNZ Material in the Archive Collection on that third party's website in

accordance with the same provisions set out in clause 11.1, provided that website will not be used (in TVNZ's opinion, acting reasonably) for commercial purposes or to compete with any part of TVNZ's business. TVNZ will grant such requests at no charge except for reasonable and direct costs to review and process these requests.

11.5 If TVNZ has reasonable grounds to believe that any request to Stream TVNZ Material may be of commercial value to a competitor, or may compete with a part of TVNZ's business, TVNZ may require (and MCH will ensure) the display of a watermark on the material as it is Streamed (as the watermark is set out in Appendix Two, which may be amended from time to time in accordance with this Agreement), or such other alternative mechanism as agreed by MCH and TVNZ in accordance with clause 11.8.

11.6 TVNZ Material that was funded 100% by either NZ On Air or Te Mangai Paho may be Streamed without a watermark and without needing further permission from TVNZ.

11.7 The Crown may create Creative Commons Attribution Non-commercial Licences or comparable licences for TVNZ Materials which were funded 100% by either NZ On Air or Te Mangai Paho.

11.8 TVNZ and MCH will, and MCH will ensure that its appointed Archive Manager will, review the watermark set out in Appendix Two at agreed periods, and if mutually agreed may alter the size, transparency and location of any watermark. Provided that all parties agree, the mechanism used to protect TVNZ's commercial interests may take another form, such as specifying the resolution of the image.

11.9 TVNZ undertakes (at MCH's cost) to execute such further documents and provide such assistance as may reasonably be required to enable the creation of the licences referred to in clause 11.7.

12 TVNZ equipment

12.1 TVNZ grants to MCH a non-transferable, (except for a licence to the Archive Manager) non-sub-licensable, non-exclusive licence to grant the Archive Manager a non-exclusive, non-transferable, non-sub-licensable licence, without fee or charge, to use the TVNZ technology for the purpose of providing the preservation, maintenance and digitisation

services to MCH and the Production Library Services to TVNZ in accordance with the relevant agreement for each of those services. MCH will grant that licence to the Archive Manager for the term of the relevant agreement with MCH or TVNZ, whichever ends later. For the purpose of this clause, the TVNZ technology is that technology-related equipment owned by TVNZ and located at the Archive Facility at Transfer Date, but which is not transferred to MCH.

12.2 TVNZ will use best endeavours to provide MCH with a first right of refusal for any TVNZ equipment that TVNZ wishes to sell or dispose of after the Transfer Date, on the following terms. For sale of equipment that has a market value, MCH may purchase that equipment at market value. For a disposal of equipment that has no market value, MCH may take title to that equipment at no charge.

12.3 This clause will apply only if TVNZ (acting reasonably) considers the equipment could be used to assist the Archive Manager to digitise or otherwise preserve any of the Archive Collection works or provide the Production Library Services.

13 Warranties and indemnities

13.1 As at the Transfer Date, TVNZ warrants to MCH that TVNZ has:

13.1.1 provided adequate documentation (in terms of both quantity and quality, with the exception of the portion of the Archive Collection that is un-catalogued or on the Card Index System) with the Archive Collection to enable MCH to use and maintain the Archive Collection in the manner intended by this Agreement;

13.1.2 the legal right to transfer the Archive Collection (excluding the Database and any Intellectual Property), free of any other rights or interests; and

13.1.3 the legal right to transfer title in the Equipment free of any other rights or interests.

13.2 TVNZ will indemnify MCH for any loss, cost, damage or expense (**Loss**) incurred by MCH as a direct result of a claim by a third party that MCH's use of the Archive Collection in

accordance with this Agreement breaches that third party's Intellectual Property. That indemnity will not apply:

13.2.1 unless MCH notifies TVNZ of the claim as soon as reasonably practicable upon becoming aware of the claim;

13.2.2 unless TVNZ has the right to conduct the sole defence of the claim;

13.2.3 unless MCH (at TVNZ's cost) provides all assistance reasonably requested by TVNZ;

13.2.4 if MCH makes any admission, or enters into any compromise or settlement, in relation to the claim, or

13.2.5 to the extent that MCH has not mitigated its loss or recovered already in respect of that Loss.

13.3 MCH warrants and undertakes that:

13.3.1 It will ensure TVNZ has access and rights to retrieve the material in the Archive Collection irrevocably, royalty-free and including, subject to clauses 13.3.2 and 13.3.3, the right to enter the Archive Facility, locate TVNZ personnel (including contractors) and equipment at the Archive Facility and use the Equipment, in each case for the purpose of TVNZ obtaining and receiving production library services.

13.3.2 Subject to clause 13.3.3, such rights may only be exercised by TVNZ in accordance with the Production Library Services Agreement or any substitute agreement for the provision of production library services (a **PLS Agreement**).

13.3.3 If no agreement between TVNZ and the Archive Manager is in place for production library services, TVNZ may enter the Archive Facility, locate TVNZ personnel (including its contractors) and equipment at the Archive Facility and use the Equipment, in each case for the purpose of receiving production

library services in the manner TVNZ was entitled to receive those services under the most recent PLS Agreement.

13.3.4 No TVNZ copyright material in the Archive Collection will be removed from the Archive Facility or disposed of without TVNZ's prior written consent (which will not unreasonably be withheld).

13.4 On or around the tenth anniversary of the date of this Agreement and thereafter on or around each third anniversary of the date of this Agreement, or on any other date agreed between the parties (each a **Review Date**), the parties will review TVNZ's rights to access the Archive Facility, the Archive Collection, and various equipment and services located there, as described in this clause 13 (**Rights of Access**). The purpose of this review is to determine if TVNZ's Rights of Access at that Review Date are more extensive than TVNZ considers it, its personnel and contractors require (acting reasonably) to operate and protect TVNZ's day to day business, including the production of TVNZ's news and current affairs programmes, at the Review Date and over the next three years (**Purpose**).

13.5 If requested by MCH at a Review Date, TVNZ will propose amendments to its then current Rights of Access to reflect what TVNZ considers that it requires (acting reasonably) by way of access for itself, its personnel and contractors to the Archive Facility, the Archive Collection, and various equipment and services located there, at the Review Date and over the next three years (**Proposal**). In making this Proposal, TVNZ will take into account (acting reasonably):

13.5.1 the number of occasions on which it has exercised its Rights of Access in the two years before the Review Date;

13.5.2 the urgency with which it has required access to the Archive Collection and/or the Archive Facility in the two years before the Review Date;

13.5.3 the number of occasions that TVNZ expects it will need to exercise its Rights of Access in the three years after the Review Date and the likely urgency of exercising those rights of access;

13.5.4 whether an Archive Manager is providing and/or intended to provide TVNZ with production library services under a PLS Agreement during the next three years;

13.5.5 the efficiency and effectiveness of Production Library Services to be provided by any Archive Manager;

13.5.6 the then current Rights of Access that TVNZ has available under the Archive Collection Agreement and, if applicable, the PLS Agreement; and

13.5.7 any other matters that the parties consider relevant.

13.6 When making a Proposal TVNZ will include written explanation of all matters it considered material (acting reasonably) under clauses 13.5.1 to 13.5.7 and the impact of those matters on any proposed amendments to its then current Rights of Access.

13.7 The intention of the parties is that TVNZ's Rights of Access should not be greater at any point in time than those available under this Agreement or, if applicable, the most recent PLS Agreement.

13.8 MCH will approve the Proposal (such approval not to be unreasonably withheld or delayed) unless it considers (acting reasonably) that:

13.8.1 TVNZ has acted unreasonably in its consideration under clause 13.5; and

13.8.2 the Proposal sets out access rights more extensive than those described in the Purpose.

13.9 If MCH does not approve a Proposal, it will notify TVNZ of its reasons for the non-approval and the changes to the Proposal that MCH considers necessary (acting reasonably) to bring the Proposal within the scope described in the Purpose.

13.10 TVNZ will re-submit the Proposal to MCH taking into account the changes notified by MCH in accordance with clause 13.9.

13.11 The obligations set out in clauses 13.8, 13.9 and 13.10 will be repeated until MCH approves a Proposal submitted by TVNZ.

13.12 Upon receiving MCH's approval under this clause, the parties will amend the Agreement as described in the approved Proposal, in accordance with clause 19.2.

13.13 The review process in clauses 13.4 to 13.12 will continue until TVNZ no longer requires access to the Archive Collection and Archive Facility. When TVNZ no longer requires access to the Archive Collection and Archive Facility, the parties will amend the Agreement to remove all Rights of Access, in accordance with clause 19.2.

13.14 MCH warrants and undertakes that it will not breach (or cause TVNZ to breach) a third party's Intellectual Property rights by using and/or disclosing the Archive Collection or Database in breach of this Agreement.

14 Governance

14.1 Each party will appoint (and maintain the appointment of) a senior manager to be the relationship manager for that party in relation to this Agreement (each a **Relationship Manager**). A party may change its Relationship Manager by giving written notice to the other parties. The initial Relationship Manager for each party is:

Party	Relationship Manager
The Crown, through the Ministry for Culture and Heritage	Ralph Johnson, Manager, Heritage Policy
TVNZ	Brent McNulty, Head of Legal and Corporate Affairs
Film Archive	Frank Stark, Chief Executive

14.2 The Relationship Managers will form a committee (**Committee**) that will meet upon the reasonable written request of a Relationship Manager, from time to time. The purpose of the Committee is to:

14.2.1 oversee the operation of this Agreement;

14.2.2 receive, review and provide direction from performance reporting provided under this Agreement; and

14.2.3 be a point of escalation for any dispute under or in relation to this Agreement.

14.3 Any decision of the Committee will require consensus from each Relationship Manager. Even so, all decisions of the Committee are non-binding. Any change to this Agreement will be effective only if made in accordance with clause 19.2.

15 Dispute Resolution

15.1 If any dispute arises out of or in connection with the Agreement, either party may issue a dispute notice to the other party with whom it has a dispute, setting out the nature of the dispute (**Dispute Notice**). The parties giving and receiving the Dispute Notice to be known as the **Disputing Parties**. If a Dispute Notice has been sent to one party only, the sender will notify the non-Disputing Party of the Dispute Notice promptly.

15.2 Upon the receipt of a Disputes Notice under clause 15.1, each Disputing Party shall within 1 Business Day nominate a representative for the purposes of negotiating or resolving the dispute.

15.3 The Disputing Parties' respective representatives shall then meet (either in person, by video or phone) and attempt to resolve the dispute within 5 Business Days of the Dispute Notice. If the dispute is not resolved by the Disputing Parties' respective representatives within those 5 Business Days, the dispute shall be referred to the Chief Executives of each Disputing Party for resolution.

15.4 If the dispute is not resolved within 20 Business Days of receipt of a Dispute Notice under clause 15.1, then either Disputing Party may, by written notice to the other Disputing Party (**Mediation Notice**), require the dispute to be submitted to mediation in New Zealand in accordance with the provisions of the then-current LEADR New Zealand Incorporated Standard Mediation Agreement (**Mediation**).

15.5 The Mediation will be conducted by a mediator, and at a fee, agreed by the Disputing Parties. If the Disputing Parties fail to agree such matters within 10 Business Days following the date of the delivery of the Mediation Notice, the Chair for the time being of LEADR New Zealand Incorporated will select the mediator and determine the mediator's fee. The Disputing Parties will share equally the cost of the mediator's fee.

16 Confidentiality

16.1 Each party (the Receiving Party) will treat the content (but not the existence) of this Agreement and all information made available by another party (the Disclosing Party) under or in connection with this Agreement as strictly private and confidential, except to the extent:

16.1.1 the information becomes public knowledge otherwise than by the Disclosing Party's own disclosure; or

16.1.2 disclosure is required by law, in which case, (to the extent permitted by law) as soon as reasonably practicable, the Receiving Party will notify the Disclosing Party of the requirement, the time by when the Receiving Party will disclose the information and the information that the Receiving Party intends to disclose; or

16.1.3 the Disclosing Party has consented in writing to the disclosure. Each party will take specific steps to ensure that its servants and agents observe the obligations set out in this clause 16 as may be reasonably required by the other party.

17 Publicity

17.1 Each party will consult with the other parties prior to its public release of any information relating to the transfer of the Archive Collection which may have implications for another party or may be controversial, or may attract wide positive or negative public interest.

18 Notices

18.1 Any notice or other communication under this Agreement must be in writing, executed by the party giving the notice and served at the address and to the person set out below or as otherwise previously notified in writing by the receiving party.

The Crown:

PO Box 5364

Wellington 6145

Attention: Ralph Johnson

Phone: 499 4490

Film Archive:

PO Box 11-449

Wellington

Attention: Frank Stark

Phone: s9(2)(a)

Mobile

TVNZ:

100 Victoria Street West

Auckland 1010

Attention: Brent McNulty

Facsimile: 09 916 7900

Phone: 09 916 7935

Mobile: s9(2)(a)

18.2 Any notice or document will be deemed to be duly given or made if:

18.2.1 in the case of a facsimile when the person effecting the transmission receives an electronic recorded acknowledgement that the facsimile has been delivered;

18.2.2 in the case of personal delivery, when delivered;

18.2.3 in the case of a letter, on the third Business Day after posting; and

18.2.4 in the case of an email, when the recipient manually acknowledges receipt of an email (not being an automated 'out-of-office' or 'read receipt' message).

19 Miscellaneous

Assignment and subcontracting

19.1 No party may assign any of its rights or subcontract or transfer any of its obligations under this Agreement without the prior written consent of the other party. Any TVNZ consent (which will not unreasonably be withheld) may be conditional on MCH remaining responsible for the third party's performance under this Agreement and the third party signing a deed of accession (or any other document reasonably requested by TVNZ) in favour of TVNZ on terms satisfactory to TVNZ. In any event, MCH will remain responsible for the performance of its obligations under this Agreement, and for all the acts and omissions of its subcontractors and assignees (if any).

Amendments

19.2 No amendment to this Agreement will be effective unless it is in writing and signed by all parties.

No partnership

19.3 Nothing contained in this Agreement is to be deemed or construed to constitute a party as the agent or representative of another or to create any trust, fiduciary relationship or partnership between them. More particularly, no party will have any authority to act or incur any obligations on behalf of another party except as stated in this Agreement.

Severability

19.4 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision is not to affect the operation,

construction or interpretation of any other provision of this Agreement, with the intent that the invalid, illegal or unenforceable provision is to be treated for all purposes as severed from this Agreement.

No Waiver

19.5 A waiver of any provision of this Agreement will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by either party in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right will not preclude further exercises of that power or right or the exercise of any other power or right.

Entire agreement

19.6 This Agreement, the Archive Facilities ASP and the Productive Library Services Agreement are the entire agreement between the parties and the Crown regarding the transfer of the Archive Collection, the proposed transfer of the Existing Employees, the services to be provided under those agreements, and the access arrangements for each party and replaces all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between TVNZ, MCH, the Crown and the Film Archive parties relating to that subject matter.

Contracts (Privity) Act

19.7 This Agreement will not and is not intended to confer any benefit on or create any obligation enforceable by any person not a party to this Agreement.

19.8 If a party to this Agreement owes an obligation or grants a right to a specific party to this Agreement, the other non-specified party may not claim the benefit of or enforce that obligation. If an obligation is to be performed or right to be exercised is stated in this Agreement without describing or specifying the party who is to receive the benefit of that right or obligation, then any party may exercise that right or receive the benefit of that obligation or right.

No Sovereign Immunity

19.9 The Crown has entered into this Agreement as part of its trading and commercial activities. Accordingly, a claim of sovereign immunity is not available to the Crown in respect of any legal proceeding arising out of or in connection with this Agreement or in respect of the enforcement of this Agreement. However, nothing in this clause will have the effect of waiving any immunity from enforcement against, or execution against or attachment of, any property of New Zealand which, under the Vienna Convention on Diplomatic Relations of 1961 would be considered "inviolable" property of New Zealand.

Governing law

19.10 This Agreement is to be governed by and construed in accordance with New Zealand law.

EXECUTION

SIGNED for and on behalf of
TELEVISION NEW ZEALAND LIMITED

by: *Kevin Kenrick*


Date *16.06.14*

SIGNED for and on behalf of Her Majesty the Queen


By and through the Chief Executive of the **MINISTRY FOR CULTURE AND HERITAGE** by:



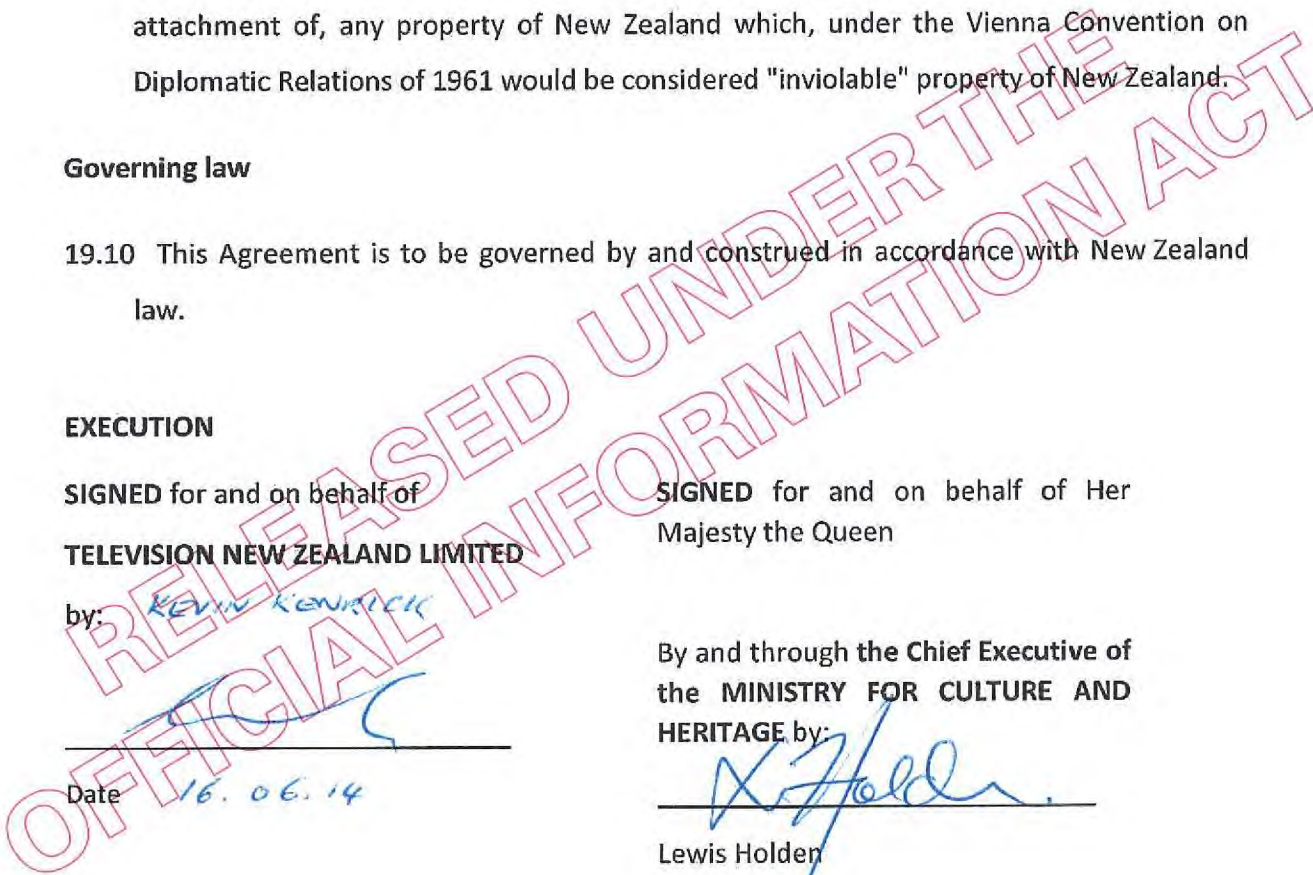
Lewis Holder
Chief Executive

Date

SIGNED for and on behalf of
BOARD OF TRUSTEES FOR THE NEW ZEALAND FILM ARCHIVE

by: *Laise Baker*


Date *11.6.14*



TVNZ ARCHIVE - Archive Collection Agreement - Schedule 2
Transferring Assets

Accounting
Netbk.val FYE 30
June 2014

Asset no.	Class	Asset description	Asset description	Cap.date	AssetSup.No.	DepKy	Acq.value
		GUNMETAL COVER BASE					s9(2)(b)(ii)
		ORICA SILVER					
7011386	FURN	CHAIRS X 2DARK BLUE- FRAMES ORICA SILVER	FURNITURE	01/03/2002	CHAIRS	Z020	
7011387	FURN	CHAIRS	FURNITURE	01/03/2002	CHAIRS	Z020	
7011388	FURN	S AREA OFFICE AXESS-19 ERGONIMIC CHAIRS	FURNITURE	01/03/2002	CHAIRS	Z010	
		FORMWAY KEY CLERICAL WORK SWIV-CHAIR					
7011389	FURN	WEDGEWOOD	FURNITURE	01/03/2002	CHAIRS	Z020	
7012690	FURN	Staff Indicator board	Boards	01/07/2002	GENERAL	Z010	
7012691	FURN	50 CHAIRS	CHAIRS	01/08/2002	CHAIRS	Z020	
7012694	FURN	Wheel stops	FURNITURE	01/09/2002	GENERAL	Z010	
7012695	FURN	4 acrylic covers	1st Aid	01/09/2002	GENERAL	Z010	
7012744	FURN	Chairs	Chairs	01/05/2003	CHAIRS	Z020	
7012745	FURN	Deskx & mobiles	Furniture	01/05/2003	DESKS	Z010	
7012746	FURN	Chairs	Chairs	01/05/2003	CHAIRS	Z020	
		ARCHIVES	ARCHIVES				
7012766	FURN	Distribution suite desk	BUILDING	01/06/2003	DESKS	Z010	
7012767	FURN	Aluminium Ladder	BUILDING	01/06/2003	TOOLS	Z010	
		40 x Black	40 x Black				
		Venice Guest	Venice Guest				
7013195	FURN	40 x Black Venice Guest Chairs - With Arms	Chairs - With Arms	01/06/2004	SOFAS	Z010	
N/A	FURN	Staffroom table (square)	Staffroom		N/A	N/A	
N/A	FURN	Staffroom table (oblong)	Staffroom		N/A	N/A	

OFFICIAL INFORMATION ACT
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TVNZ ARCHIVE - Archive Collection Agreement - Schedule 2
Transferring Assets

Accounting
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Asset no.	Class	Asset description	Asset description	Cap.date	AssetSup.No.	Depky	Acq.value
N/A	FURN	Oval boardroom table	Originally from TVNZ	N/A	N/A	N/A	s9(2)(b)(ii)
N/A	FURN	Daleks x 3	Auckland Vault	N/A	N/A	N/A	
N/A	FURN	Ladder (folding) x 1	Paper Vault	N/A	N/A	N/A	
N/A	FURN	2 x 6 seater outdoor table and chair settings	courtyard	N/A	N/A	N/A	
Equipment							
18008573	STEO	WHARFEDALE 415 SPEAKERS x 2	AUDIO EQP	01/12/1988	STUDIO EQP	Z020	
18008576	STEO	PD 203 CD PLAYER	CD PLAYER	01/12/1988	STUDIO EQP	Z020	
18008577	STEO	CTW 503 TWIN CASSETTE PLY	AUDIO EQP	01/12/1988	STUDIO EQP	Z020	
18009800	STEO	STIENBECK 4PL 16mm	FILM ED EQ	01/12/1988	STUDIO EQP	Z020	
18009801	STEO	FILM VIEWER/TIMER 16mm	FILM ED EQ	01/12/1988	STUDIO EQP	Z020	
18009829	STEO	STIENB 6 PLATE EDIT MACHI	FILM ED EQ	01/12/1988	STUDIO EQP	Z000	
18001512	STEQ	STIENBECK 6 PL ST1901	FILM ED EQ	01/12/1988	STUDIO EQP	Z020	
18003213	STEQ	KEM 6 PLATE 16/35mm FILM	FILM ED EQ	01/03/1990	STUDIO EQP	Z020	
18005065	STEQ	SONY VP9000P UMATIC SP PL	HIB UMATIC	01/01/1993	STUDIO EQP	Z020	
18005436	STEQ	SONY VT3100 HIB EVALUATOR/CLNR	HIB UMATIC	01/06/1994	STUDIO EQP	Z020	
18005437	STEQ	SONY V09800P VIEW MACHINE	HIB UMATIC	01/07/1994	STUDIO EQP	Z020	
18015466	STEQ	TC4100 PAL EVALUATOR	EVALUATOR	01/07/1998	STUDIO EQP	Z020	

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Asset no.	Class	Asset description	Asset description	Asset description	Cap.date	AssetSup.No.	DepKy	Acq.value
18017201	STEQ	SONY DVW522P DIGITAL BETACAM PLAYER	BETACAM PLAYER	BETACAM PLAYER	01/08/1999	STUDIO EQP	Z010	s9(2)(b)(ii)
18018165	STEQ	SONY BETACAM SX DNW A22P VIEWER	BETACAM EQP	BETACAM EQP	01/09/2000	STUDIO EQP	Z020	s9(2)(b)(ii)
18018434	STEQ	SONY DVW522P DIGITAL BETACAM PORTABLE PLAYER	BETACAM PLAYER	BETACAM PLAYER	01/11/2000	STUDIO EQP	Z010	s9(2)(b)(ii)
18018435	STEQ	SONY DVW522P DIGITAL BETACAM PORTABLE PLAYER	BETACAM PLAYER	BETACAM PLAYER	01/11/2000	STUDIO EQP	Z010	s9(2)(b)(ii)
18018436	STEQ	SONY SVP5600P SUPER VHS EDITING PLAYER	VHS PLAYER	VHS PLAYER	01/11/2000	STUDIO EQP	Z020	s9(2)(b)(ii)
18021332	STEQ	GENCOM RGB 460XI INTERFACE PLUS GANG JUNCTION	THEATRE PROJECTION EQP	THEATRE PROJECTION EQP	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021333	STEQ	SONY SSSRX7 SURROUND SPEAKERS INCL FR	THEATRE SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021334	STEQ	SONY SSSRX7 SURROUND SPEAKERS	THEATRE SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021335	STEQ	SONY SSSRX7 SURROUND SPEAKERS	THEATRE SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021339	STEQ	JANDS LSR32 3-WAY STUDIO MON SPEAKERS (PAIR)	THEATRE SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021340	STEQ	JANDS LSR32 3-WAY STUDIO MON SPEAKERS (PAIR)	THEATRE SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021341	STEQ	JANDS LSR32 3-WAY STUDIO MON SPEAKERS	THEATRE SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)

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Asset no.	Class	Asset description (PAIR)	Asset description	Asset description	Cap. date	AssetSup.No.	DepKy	Acq.value
18021342	STEQ	JANDS LSR 12P/230 POWERED SUBWOFER SPEAKERS	JANDS LSR 12P/230 POWERED SUBWOFER SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021343	STEQ	JANDS LSR 12P/230 POWERED SUBWOFER SPEAKERS	JANDS LSR 12P/230 POWERED SUBWOFER SPEAKERS	THEATRE SPEAKERS	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021344	STEQ	ONKYO TXD8989 130watt 7.1 CHANNEL DIG SND RECEIVER	ONKYO TXD8989 130watt 7.1 CHANNEL DIG SND RECEIVER	THEATRE SOUND EQUIPMENT	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021345	STEQ	PHILIPS Q50 DVD PLAYER LUXUS DELUX SCREEN WALL 19X9 FORMAT+WELL MOUNT	PHILIPS Q50 DVD PLAYER LUXUS DELUX SCREEN WALL 19X9 FORMAT+WELL MOUNT	DVD PLAYER THEATRE PROJECTION EQP	01/03/2002	VIDEO/DVD	Z020	s9(2)(b)(ii)
18021346	STEQ	CINE 8 LIMO/SEAGULL/IRIS PROJECT PLUS	CINE 8 LIMO/SEAGULL/IRIS PROJECT PLUS	THEATRE PROJECTOR	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021347	STEQ	REM&MOUNT B&W HE50 INFARED	REM&MOUNT B&W HE50 INFARED	Infrared Transmitter	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021350	STEQ	TRANSMITTER B&W HR10 INFARED	TRANSMITTER B&W HR10 INFARED	Infrared Receiver	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021351	STEQ	RECEIVER	RECEIVER	THEATRE	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021352	STEQ	QSC CX404 CONTRACTOR AMPLIFIER 4 CHANNEL	QSC CX404 CONTRACTOR AMPLIFIER 4 CHANNEL	SOUND EQUIPMENT	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021353	STEQ	ELECTRONIC SX BOARD DUBBING SUITE	ELECTRONIC SX BOARD DUBBING SUITE	Electrical Interconnectio	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021354	STEQ	THEATRE SOUND SYSTEM INSTALLATION	THEATRE SOUND SYSTEM INSTALLATION	THEATRE Sound System	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)

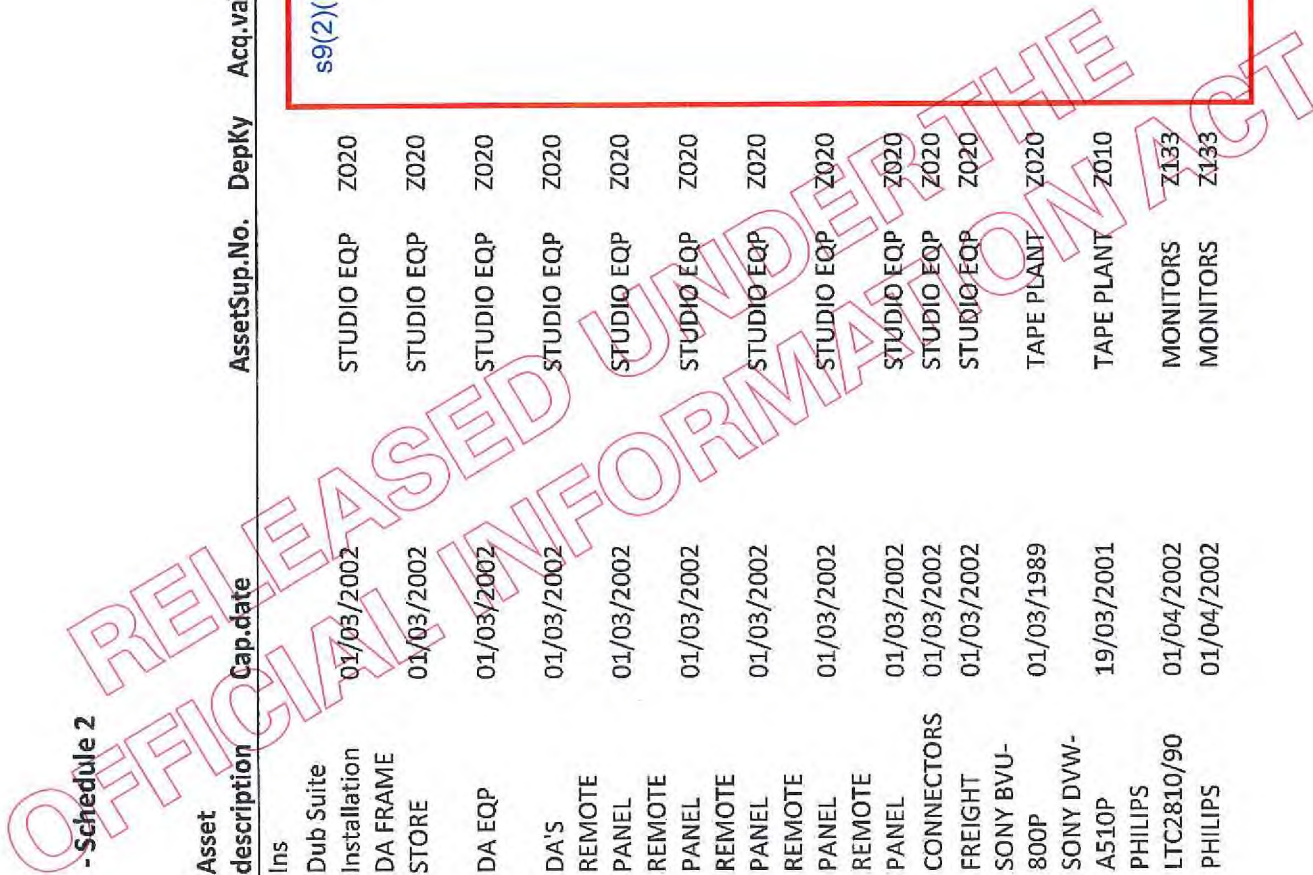
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Asset no.	Class	Asset description	Asset description	Cap.date	AssetSup.No.	DepKy	Acq.value
18021355	STEQ	AVALON ST INSTALLATION COSTS OF DUB SUITE	Dub Suite Installation	01/03/2002	STUDIO EQP	Z020	s9(2)(b)(ii)
18021356	STEQ	LEITCH FR 684 2U VID DA FRAME W/PSU + FREIGHT	DA FRAME STORE	01/03/2002	STUDIO EQP	Z020	
18021357	STEQ	LEITCH 101ME MODULAR EXSTENDER	DA EQP	01/03/2002	STUDIO EQP	Z020	
18021358	STEQ	LEITCH VEA-684 VID EQUALISING DA'S (X5)	DA'S	01/03/2002	STUDIO EQP	Z020	
18021361	STEQ	REMOTE PANEL CP3208 DEST 32X	REMOTE PANEL	01/03/2002	STUDIO EQP	Z020	
18021362	STEQ	REMOTE PANEL 40 BUTTON	REMOTE PANEL	01/03/2002	STUDIO EQP	Z020	
18021363	STEQ	REMOTE PANEL 40 BUTTON	REMOTE PANEL	01/03/2002	STUDIO EQP	Z020	
18021364	STEQ	REMOTE PANEL 40 BUTTON	REMOTE PANEL	01/03/2002	STUDIO EQP	Z020	
18021365	STEQ	REMOTE PANEL 80 BUTTON	PANEL	01/03/2002	STUDIO EQP	Z020	
18021366	STEQ	CONNECTORS 50 PIN D	CONNECTORS	01/03/2002	STUDIO EQP	Z020	
18021367	STEQ	INDENT FREIGHT	FREIGHT	01/03/2002	STUDIO EQP	Z020	
18021781	STEQ	VTR U-MATIC HI-BAND RECORDER	SONY BVU-800P	01/03/1989	TAPE PLANT	Z020	
18022334	STEQ	VTR DIGIBETA PLAYER	SONY DVW-A510P	19/03/2001	TAPE PLANT	Z010	
18022338	STEQ	MONITOR - 10 inch COLOUR	PHILIPS LTC2810/90	01/04/2002	MONITORS	Z133	
18022339	STEQ	MONITOR - 10 inch COLOUR	PHILIPS	01/04/2002	MONITORS	Z133	



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Asset no.	Class	Asset description	Asset description	Asset description	Cap.date	AssetSup.No.	DepKy	Acq.value
18022345	STEQ	MONITOR - 20 inch COLOUR	LTC2810/90	MONITORS	01/04/2002		Z133	s9(2)(b)(ii)
18022346	STEQ	MONITOR - 20 inch COLOUR	SONY PVM-20	MONITORS	01/04/2002		Z133	
18022347	STEQ	AUDIO MIXER & CHANNEL	SONY PVM-20	GENERAL	01/04/2002		Z020	
18022349	STEQ	MONITOR - 20 inch COLOUR	SONY PVM-20	MONITORS	01/04/2002		Z133	
18022352	STEQ	MONITOR - 10 inch COLOUR	PHILIPS	MONITORS	01/04/2002		Z133	
18022370	STEQ	MONITOR - 10 inch COLOUR	LTC2810/90	MONITORS	01/04/2002		Z133	
18022372	STEQ	MONITOR - 14 inch COLOUR	SONY PVM-14N6A	MONITORS	01/04/2002		Z133	
18022373	STEQ	MONITOR - 14 inch COLOUR	SONY PVM-14N6A	MONITORS	01/04/2002		Z133	
18022374	STEQ	MONITOR - 14 inch COLOUR	SONY PVM-14N6A	MONITORS	01/04/2002		Z133	
18022375	STEQ	MONITOR - 14 inch COLOUR	SONY PVM-14N6A	MONITORS	01/04/2002		Z133	
18022376	STEQ	MONITOR - 14 inch COLOUR	SONY PVM-14N6A	MONITORS	01/04/2002		Z133	
18022377	STEQ	MONITOR - 14 inch COLOUR	SONY PVM-14N6A	MONITORS	01/04/2002		Z133	
18022582	STEQ	VTR DIGITAL MULTI PLAYER	SONY J3/902	TAPE PLANT	28/03/2002		Z020	
18022964	STEQ	VIDEO DIGITAL TBC	SONY BVT-2000P	GENERAL	01/03/1990		Z020	
18025527	STEQ	AUDIO LOUDSPEAKER & AMPLIFIER	GENELEC 1030A	GENERAL	01/07/1998		Z020	
18025531	STEQ	AUDIO LOUDSPEAKER &	GENELEC	GENERAL	01/07/1998		Z020	

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Asset no.	Class	Asset description	Asset description	Cap. date	AssetSup.No.	DepKy	Acq. value
		AMPLIFIER	1030A				s9(2)(b)(ii)
18025558	STEQ	VIDEO CHARACTER GENERATOR	PRESTO 100 GVG	01/08/1998	GENERAL	Z020	
18025785	STEQ	AUDIO DELAY UNIT CHARACTER GENERATOR	RANE AVA22 PRESTO	01/07/1998	GENERAL	Z020	
18025897	STEQ	KEYBOARD	KEYBOARD	01/07/1998	GENERAL	Z020	
18028241	STEQ	VIDEO DME SWITCHER	SONY DFS300P (MAIN UNIT)	30/11/1995	GENERAL	Z020	
18028246	STEQ	VTR EDIT CONTROLLER	SONY PVE-500 THEATRE	30/11/1995	TAPE PLANT	Z020	
18028738	STEQ	Installation of Projector	PROJECTION EQP	01/07/2002	VISUAL EQP	Z020	
18028739	STEQ	Studio Equipment	Studio Equipment	01/07/2002	STUDIO EQP	Z020	
18028740	STEQ	CONSOLE EXTENDER	EQUIPMENT	01/09/2002	STUDIO EQP	Z020	
18029660	STEQ	Speakers	Studio Equipment	01/05/2003	STUDIO EQP	Z020	
18029958	STEQ	Speakers	Studio Equipment	01/06/2003	STUDIO EQP	Z020	
18029959	STEQ	Speakers installation	Studio Equipment	01/06/2003	STUDIO EQP	Z020	
18029960	STEQ	Audio Meter & Phase Display	ARCHIVES BUILDING ARCHIVES	01/06/2003	STUDIO EQP	Z020	
18029962	STEQ	4 way switch box	BUILDING ARCHIVES	01/06/2003	STUDIO EQP	Z020	
18029963	STEQ	Audio Monitoring Units x 2	ARCHIVES	01/06/2003	STUDIO EQP	Z020	

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Asset no.	Class	Asset description	Asset description	Cap. date	Assets/Sup.No.	DepKy	Acq. value
18029964	STEQ	Quartz Matrix	BUILDING				
18030433	STEQ	PANASONIC AG-7355 7-VHS VIDEO RECORDER	ARCHIVES BUILDING	01/06/2003	STUDIO EQP	Z020	
18032786	STEQ	SONY PDWV1 XD OPTICAL DISC PLAYER	ARCHIVES VCR OPTICAL DISC PLAYER	04/02/2004	VIDEO EQUIP	Z020	
18032863	STEQ	PIONEER PRVLX10 Professional DVD recorder	DVD RECORDER	01/02/2006	EDITING EQP	Z020	
18033599	STEQ	SDI/AES/EBU Output Board DSBK1501	Output Board	01/03/2006	EDITING EQP	Z020	
18035727	STEQ	SUPPLY&INSTALL CELLBRIS UNIT-OPERATE ARCHIVE GATE	CELLBRIS UNIT	01/02/2008	STUDIO EQP	Z020	
1081	STEQ	4 plate Steenbeck 16mm	Client Viewing Room	01/04/2013	CONTROL EQP	Z010	
16046	STEQ	4 plate Steenbeck 16mm	Viewing Room 1				
70173	STEQ	6 plate Steenbeck 35mm	Viewing Room 3				
N/A	STEQ	6 plate Steenbeck 16mm	Viewing Room 3				
N/A	STEQ	6 plate Steenbeck 16mm	Viewing Room 5				
N/A	STEQ	6 plate Steenbeck 16mm	Viewing Room 4 -purchased from Park Road Post 2013				
N/A	STEQ	Various Steenbeck parts	Viewing Room 4 -purchased from Park Road Post 2014				

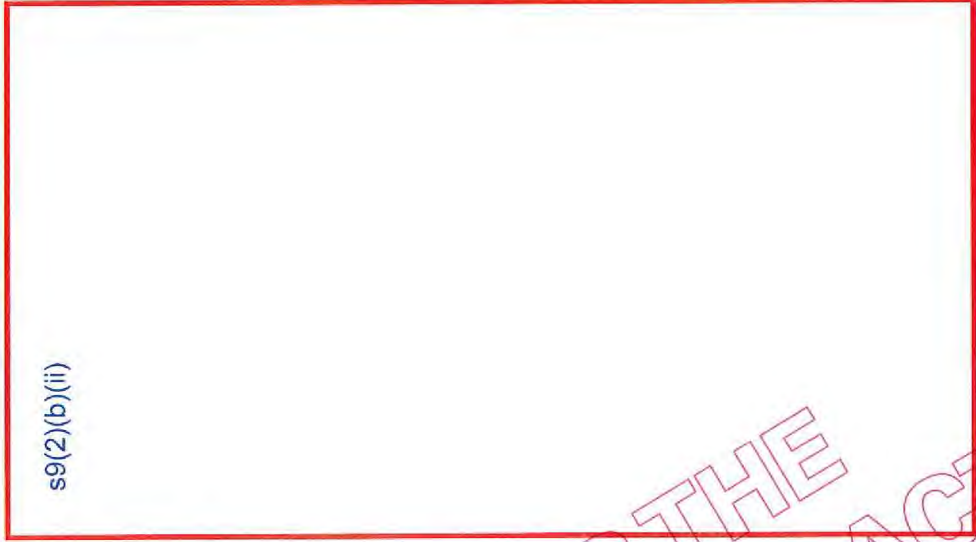
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Asset no.	Class	Asset description	Asset description	Cap.date	AssetSup.No.	Depky	Acq.value
100385	STEQ	Miranda Image Store	Edit Suite -				
200659	STEQ	Sony DVWA500P Digital Beta	Logo Store (supplied 2003)	Edit Suite			
272828	STEQ	Sony DVWA500P Digital Beta	Edit Suite				
112639	STEQ	Sony SRW-5800 HDCAM SR	Edit Suite				
89352	STEQ	Sony DVW510P Digital Beta	Edit Suite				
91887	STEQ	Sony DVW500P Digital Beta	Edit Suite				
2013010	STEQ	L Mac 21.5" (late 2012)	Edit Suite -				
N/A	STEQ	Omneon Media Deck	MOP 2200				
105789	STEQ	Samsung TV Model LA26B450C4M	Rev C3 Viewing Room 4	Edit Suite			
88760	STEQ	Sony DNW A65P Beta 52	Viewing Room 5				
105792	STEQ	Samsung TV Model LA26B450C4M	Viewing Room 5				
92306	STEQ	Sony DVW500P Digital Beta	ex TVNZ Auckland	Spare			
89351	STEQ	Sony DVW510P Digital Beta	ex TVNZ Auckland	Spare			
110998	STEQ	Sony DVCAM DSR-45P	Viewing Room 2				



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Asset no.	Class	Asset description	Asset description	Cap.date	DepKy	Acq.value
105791	STEQ	Samsung TV Model LA26B450C4M	Room 2 Viewing Room 2			
105790	STEQ	Samsung TV Model LA26B450C4M	Client Viewing Room			
18023490	STEQ	VIDEO & AUDIO ROUTERGVG TEN X L (DN)	Archive Edit Suite	01/01/1977	GENERAL	
18023494	STEQ	VIDEO & AUDIO ROUTERGVG TEN X L PV	Archive Edit Suite	01/01/1977	GENERAL	
18024249	STEQ	POWER SUPPLY UNIT FOR AD145/6AUDIO DEVELOPMENTS PSU VIDEO SYNC	Archive Edit Suite	01/01/1977	GENERAL	
18024277	STEQ	GENERATORTEKTRONIX 1411 GENERATOR VIDEO DIGI-SYNC	Archive Edit Suite	01/01/1977	GENERAL	
18024333	STEQ	DECODERCENTRAL DYNAMICS VG2210P TELECINE COLOUR GRADER	Archive Edit Suite	01/01/1977	GENERAL	
18024893	STEQ	PANELRANK CINTEL COLOUR GRADER	Archive Edit Suite	01/01/1977	GENERAL	
18026316	STEQ	VTR U-MATIC HI- BANDSONY BVU-800P	Archive Edit Suite	01/01/1977	TAPE PLANT	
18026452	STEQ	TELECINE CHAINRANK CINTEL MK3	Archive Edit Suite	01/01/1977	GENERAL	
18026649	STEQ	MONITOR WAVE- FORMTEKTRONIX 1711B	Archive Edit Suite	01/01/1977	MONITORS	

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Asset no. Class Asset description Asset description Cap.date DepKy Acq.value

Asset no.	Class	Asset description	Asset description	Cap.date	DepKy	Acq.value
18028250	STEQ	VIDEO MIXER CONTROL PANELSONY DFS-300 CONTROL PANEL	Archive Edit Suite	01/01/1977	GENERAL	s9(2)(b)(ii)
18028418	STEQ	VISION MIXER CONTROL PANELSONY DFS-300 DME (PANEL) MONITOR	Archive Edit Suite	01/01/1977	GENERAL	s9(2)(b)(ii)
18022085	STEQ	VECTORSCOPELEADERS LVS-5851A	Archive Edit Suite	01/03/1989	MONITORS	s9(2)(b)(ii)
18022307	STEQ	VIDEO DIGITAL TBCSONY BVT-800PS	Archive Edit Suite	01/03/1989	GENERAL	s9(2)(b)(ii)
18022812	STEQ	MONITOR - 14 inch MONOIKEGAMI PM14-3H MONITOR WAVE-	Archive Edit Suite	01/03/1989	MONITORS	s9(2)(b)(ii)
18022864	STEQ	FORMLEADER LBO-5861A VTR RTR 1 Inch	Archive Edit Suite	01/03/1989	MONITORS	s9(2)(b)(ii)
18022944	STEQ	(VTR#12)SONY BVH2000PS VTR RTR 1 InchSONY	Archive Edit Suite	01/03/1990	TAPE PLANT	s9(2)(b)(ii)
18022948	STEQ	BVH2000PS VTR RTR 1 Inch	Archive Edit Suite	01/03/1990	TAPE PLANT	s9(2)(b)(ii)
18022951	STEQ	(VTR#11)SONY BVH2000PS VIDEO 3D EFFECTS BOARD	Archive Edit Suite	01/03/1990	TAPE PLANT	s9(2)(b)(ii)
18028242	STEQ	DFS300SONY DFS300P U/GRADE BKDF301P	Archive Edit Suite	30/11/1995	GENERAL	s9(2)(b)(ii)
18025607	STEQ	VTR GANG CONTROLLERAMPEX VRC-2 SUPPLY MODULE FOR DA	Archive Edit Suite	01/04/1998	TAPE PLANT	s9(2)(b)(ii)
18026901	STEQ	VINCIACDC ELECTRONIC RPS22131152372	S01/012 TELECINE	01/01/1977	GENERAL	s9(2)(b)(ii)

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Asset no.	Class	Asset description	Asset description	Asset description	Cap.date	DepKy	Acq.value
18024103	STEQ	TECH FURN TELECINEFILM WINDING BENCH TELECINE FILM HANDLING	S01/013 TELECINE	GENERAL	01/01/1977		
18023667	STEQ	EQFILM WORKBENCH + ARRI WINDERS AUDIO MAGNETIC FILM	S01/013 TELECINE	GENERAL	01/01/1977		
18023010	STEQ	REC/REPRRANK CINTEL FERRIT TELECINE RANK	S01/012 TELECINE	GENERAL	01/03/1990		
18023012	STEQ	DIGISCANRANK CINTEL MK3 TELECINE DIGISCAN P.T.	S01/012 TELECINE	GENERAL	01/03/1990		
18026847	STEQ	ROLLERSAN LABS SYSTEMS P.T. ROLLERS UPGRADES FOR RANK	S01/012 TELECINE	GENERAL	01/03/1992		
18027813	STEQ	CINTEL MK3UPGRADES FOR RANK CINTEL MK3	S01/012 TELECINE	GENERAL	01/03/1992		
18026925	STEQ	RIM 16MM K/CODE READ FOR RANKADEL WORKS VIDEO COLOUR GRADERDA	S01/012 TELECINE	GENERAL	01/03/1993		
18026888	STEQ	VINCI RENAISSANCE-MAIN UNIT TELECINE DIGISCAN FILM	S01/012 TELECINE	GENERAL	01/03/1993		
18026928	STEQ	GATEPETERSON COMBO GATE VIDEO CURSOR	S01/012 TELECINE	GENERAL	01/03/1993		
18027458	STEQ	GENERATORPANDORA INT'NL PBX3001A	S01/012 TELECINE	GENERAL	31/03/1994		
18027818	STEQ	TELECINE DIGISCAN	S01/012	GENERAL	01/09/1995		

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Asset no.	Class	Asset description	Asset description	Asset description	Cap.date	AssetSup.No.	DepKy	Acq.value
		EXPENSESRANK DIGISCAN EXPENSES	TELECINE	TELECINE				
18027815	STEQ	TELECINE DIGISCAN STEADGATERTS SUPER16 STEADYGATE	S01/012 TELECINE	GENERAL	01/09/1995			
18023346	STEQ	VIDEO & AUDIO SELECTOR (VT17)BOSCH CP1450/5 CONTROL PANEL	S01/012 TELECINE	GENERAL	01/01/1977			
18026893	STEQ	VIDEO COLOUR GRADERDA VINCI RENAISSANCE-CONTROL	S01/012 TELECINE	GENERAL	01/01/1977			
18026896	STEQ	VIDEO COLOUR GRADERDA VINCI RENAISSANCE-SELECTOR	S01/012 TELECINE	GENERAL	01/01/1977			
18027843	STEQ	VIDEO SGI CONVERTERLEITCH FR-7000 MB MIX BO	S01/012 TELECINE	GENERAL	31/03/1995			
18028248	STEQ	AUDIO MIXER 8 CHANNELSONY MXP-290 TELECINE DIGISCAN SERVO	S01/012 TELECINE	GENERAL	30/11/1995			
18027829	STEQ	SYSTEMMETA SPEED SERVO & REMOTE AATON KEYLINK	S01/012 TELECINE	GENERAL	01/03/1996			
18028342	STEQ	SYSTEMSIEMENS NIXDORF SCENIC 5T PCI	S01/012 TELECINE	GENERAL	01/08/1996			
15002308	STEQ	AATON KEYLINK SOFTWARE UPGRADEO	S01/012 TELECINE	GENERAL	23/11/1999			
18027635	STEQ	VTR RTR 1 Inch (VT6)AMPEX VPR3	S01/021 BOOTH 3	TAPE PLANT	30/09/1994			

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Asset no.	Class	Asset description	Asset description	Cap.date	AssetSup.No.	Depky	Acq.value
18028080	STEQ	VTR RTR 2 InchAMPEX AVR-2	S01/070 Tape Store	01/03/1992			
N/A	STEQ	Sony RDRHX900 DVD Recorder w/harddrive RDRHX780 DVD Recorder	Sony				s9(2)(b)(ii)
200071	STEQ	Tektronix 1721 Vector Scope	Cinetape Avalon				
200660	STEQ	Tektronix WFM300 Wave Form Monitor	Cinetape Avalon				
200489	STEQ	Ikegami Mon monitor model Pm-143H	Cinetape Avalon				
18027635	STEQ	VTR RTR 1 Inch (VT6)AMPEX VPR3	S01/021 BOOTH 3	30/09/1994			
18023435	STEQ	VTR RTR 1 Inch (VT12)AMPEX VPR3	S01/070 TAPE STORE	01/03/1989			
18021763	STEQ	VTR RTR 1 Inch(VT7)AMPEX VPR3	S01/021 CTS BOOTH 3	01/03/1989			
18023287	STEQ	VTR RTR1 Inch & TBC-6 S/N 3450742AMPEX VPR6	S01/016 EDIT 6 LOBBY	01/03/1988			
18026441	STEQ	VTR RTR 1 Inch & TBC-6 S/N 0550250AMPEX VPR6	S01/018 BOOTH 0	01/01/1977			

TAPE PLANT

TAPE PLANT

TAPE PLANT

TAPE PLANT

TAPE PLANT

TAPE PLANT

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APPENDIX TWO: WATERMARK



APPENDIX THREE: ARCHIVE COLLECTION LISTING

s9(2)(a)

From: s9(2)(a)
Sent: Tuesday, 20 May 2014 10:47 a.m.
To: s9(2)(a)@mch.govt.nz; Frank Stark s9(2)(a)
Cc: s9(2)(a)
Subject: FW: Archive Scanned documents
Attachments: Selected UnCatalogued ProgrammeTitles.zip; Dewey Film Numbers.zip; Programmes Film.zip; Scanned 15-05-2014.zip

Hi s9(2)(a) and Frank,

Attached is the listing from the Archive System Specialist of the content held on tape and film at the Archive. Our intention is to append this e-mail to the Collection Agreement so that the parties have an accurate record of what was transferred.

s9(2)(a) will send through an updated Archive Collection Transfer Agreement and Production Library Services Agreement shortly.

Best regards

s9(2)(a)

From: s9(2)(a)
Sent: Friday, 16 May 2014 12:15 p.m.
To: s9(2)(a)
Subject: Archive Scanned documents

Hi s9(2)(a)

These are the files from the scanning project and some other additional lists which might be useful

1. **Selected Uncatalogued Programme Titles** - listings of some uncatalogued Programmes transferred from Quad tape in 1980's to One Inch and beta + some uncatalogued sports tapes.
2. **Dewey Film Numbers** - mainly news and stock footage film items from 1970's and 1980's given a Dewey classification number.
3. **Programmes Film** - listings of A-Z Programmes that are on film
4. **Scanned 15-05-2014** - Listings from Scanning project of DGB, BETA and HBU tapes containing Drama, Dunedin and Christchurch News Comp Tapes, News Exairs 1986-2014, A-Z Programmes, Rock Archive, Sports, Stock Shot (Stock Footage holdings).

Cheers s9(2)(a)



s9(2)(a)

Archive System Specialist | Television Archive

D. s9(2)(a) M. s9(2)(a) W. s9(2)(a)

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