

NZ On Air and Te Māngai Pāho Co-Fund

2025 PARTNERSHIP AGREEMENT

AGREEMENT DATED 17 December **2024**

BETWEEN:

TE REO WHAKAPUAKI IRIRANGI, a statutory body corporate established by the Broadcasting Amendment Act of 1993, of Wellington, New Zealand (operating as Te Māngai Pāho “**TMP**”); and

BROADCASTING COMMISSION, a statutory body established by the Broadcasting Act of 1989, of Wellington, New Zealand (“**NZ On Air**”).

(Together “**the Parties**”)

1. BACKGROUND

1.1 NZ On Air and TMP have each agreed to provide total funding of up to \$8,054,564 excl. GST (if applicable) to the Successful Applicants that have been selected by the Parties during a funding round ran in the 2024/25 financial year. A total contribution from NZ on Air of up to \$4,027,283 (excl. GST) and up to \$4,027,281 (excl. GST) from Te Māngai Pāho.

1.2 As at the time of this agreement, 7 applicants for the projects provisionally entitled “*Kiwi*”, “*This is Home*”, “*Baddies*”, “*Origins 3*”, “*Matua Tangata: The True Story of Te Kooti (development)*”, “*Moemoeā (development)*”, “*Nothing Bad Happens Here (development)*”, or as otherwise agreed by the Parties, (each a “**Successful Applicant**”), have been approved for funding under the funding partnership initiative (“**Approved Funding**”).

1.3 Payment of the Approved Funding to each Successful Applicant is subject to the given Successful Applicant entering into an agreement with TMP and NZ On Air which sets out the terms on which the Approved Funding is payable (“**Funding Agreements**”).

1.4 Under the Funding Agreements, TMP, in joint approval with NZ On Air, will pay the amount of Approved Funding payable to each Successful Applicant in multiple drawdowns as specified in the respective Funding Agreements.

1.5 The purpose of this Agreement is to record the terms of payment as between the Parties, where NZ On Air will advance the required funds to TMP and TMP will pay the Successful Applicants.

2. TERMS OF PAYMENT

2.1 The Parties agree that:

- 2.1.1 Upon each Funding Agreement being signed by the respective Successful Applicant and the Parties, TMP may invoice NZ On Air for up to 95% its share of funding under that Funding Agreement to ensure that agreed funding drawdown amount detailed in each Funding Agreement are able to be paid to Successful Applicants in an efficient manner. Provided that multiple Funding Agreements have been executed within a similar time period, TMP may invoice NZ On Air for funds in tranches of \$1,000,000 or less for up to 95% of NZ On Air's share of funding under those respective Funding Agreements.
- 2.1.2 TMP agree that NZ On Air will retain up to 5% of its share of funding in relation to each Funding Agreement until Successful Applicants have met all drawdown requirements required under their respective Funding Agreement. Following evidence of completion of all drawdown requirements by a Successful Applicant under their respective Funding Agreement, NZ On Air agrees to pay its remaining 5% of its share of funding to TMP in a timely manner following receipt from TMP of a valid invoice for that corresponding amount.
- 2.1.3 In consideration of NZ On Air agreeing to pay the funds to TMP as set out in clause 2.1.1 and 2.1.2 of this Agreement, TMP, in joint approval with NZ On Air, agrees to pay the amount of Approved Funding payable to each Successful Applicant in accordance with the terms of the respective Funding Agreements;
- 2.1.4 TMP undertakes to use the funds provided by NZ On Air, pursuant to clause 2.1.1 and 2.1.2, solely to pay the Successful Applicants the Approved Funding under their respective Funding Agreements. No part of the Approved Funding will be used for any other purposes unless NZ On Air gives prior consent in writing;
- 2.1.5 TMP undertakes to grant NZ On Air personnel access to their funding portal Te Pūahatanga to review both draft and executed Funding Agreements, and view, download and approve cost reports, producer reports along with any other documentation required to be provided by Successful Applicants under the terms of their respective Funding Agreement.
- 2.1.6 In the event that NZ On Air have paid funds to TMP in accordance with the terms of this Agreement and any portion of those provided funds have not been paid to the Successful Applicants within twenty-four (24) months of this Agreement, TMP will repay these unpaid funds to NZ On Air on receipt of a valid tax invoice for this amount from NZ On Air;
- 2.1.7 In the event that any Successful Applicant is required to repay their portion of the Approved Funding to TMP and NZ On Air under their Funding Agreement, on TMP's receipt of those repaid funds, TMP will repay half of that amount to NZ On Air and shall retain the balance.

3. TERMINATION

The Parties may mutually agree to terminate this Agreement at any time by giving 30 business days' notice to the other Party of their intention to terminate. On termination of this Agreement, each party will remain responsible for any contractual arrangements they have entered into in relation to the Successful Applicants but will have no further obligations as towards each other under this Agreement.

4. TERM


This Agreement is intended to cover approximately up to \$8,054,564 of Funding to the Successful Applicants approved by NZ On Air and TMP jointly during the 2024 and 2025 calendar years, or as otherwise agreed by the Parties.

5. MODIFICATION

This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and all other agreements, understandings or arrangements of any kind with respect thereto shall be cancelled and superseded by the Agreement. No modification, amendment or variation of this Agreement shall be effective unless in writing and acknowledged as a modification, amendment or variation of this Agreement and executed by the Parties.

The Parties hereby **AGREE** to the terms of this Agreement.

SIGNED for and on behalf of
BROADCASTING COMMISSION by:


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Cameron Harland

Chief Executive

SIGNED for and on behalf of
BROADCASTING COMMISSION by:

DocuSigned by:


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Raewyn Rasch

Head of Operations, Partnerships and Culture

SIGNED for and on behalf of
TE REO WHAKAPUAKI IRIRANGI by:

DocuSigned by:

Eruera Tarena-Prendergast Larry Parr

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Dr Eruera Tarena

Board Chair

SIGNED for and on behalf of
TE REO WHAKAPUAKI IRIRANGI by:

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Larry Parr

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Larry Parr

Kaihautū