

RECORD OF DECISIONS MADE AT WORKING GROUP MEETING

STRAND: The Story

Date of Meeting: Thursday 26 May 2011 at TV3

Present: Sue Woodfield, TV3
 Nicole Hoey, NZ On Air
 Stephen McElrea, NZ On Air
 Glenn Usmar NZ On Air

Files:

1. Sixty-two submissions were received in response to the request for Expressions of Interest for this documentary initiative. While some of the applicants appeared to have misunderstood the scope being sought for these documentaries, there were enough suitably strong proposals for the working group to discuss compiling a short list of projects to go forward to the next stage.
2. In compiling the shortlist the working group looked for proposals that had a strong story while at the same time providing a wider context for the issues raised in the programme. Projects that also took specific advantage of the opportunity to shoot for an extended period and provide a longitudinal aspect were preferred.
3. Four projects were selected to submit full proposals with a developed treatment and supporting documentation;

- **The Health Story** – PRN Films, director Paul Trotman. An examination of NZ's Health system through the eyes of Queenstown Hospital.



- **Whanau Ora** – Scottie Productions, director Kathleen Mantell. Looks at how successful this new initiative will be in assisting NZ's most deprived families. Support is subject to a suitable executive producer being attached to the project and a reworked treatment.
- **Going to School** – Luke Wheeler/Peter Simpson. Explores the complexities of the education system via the day to day operation of a secondary school, through the eyes of teachers and pupils. Sue Woodfield to discuss the need to strengthen the creative team for this project before a full proposal is submitted.

4. It is proposed that the working group will reconvene to discuss the full proposals prior to considering green lighting the projects for production.

Nicole Hoey

 Nicole Hoey

Stephen McElrea

 Stephen McElrea

11/8/11

 Date

OFFICIAL INFORMATION ACT

RELEASED UNDER

Leave on
Top of File

Agreement dated the 22nd day of September

2011

- A. This Agreement between TVWorks Limited trading as MediaWorks TV ("TVWorks") and the Broadcasting Commission ("NZ On Air") ("the Parties") sets out the objectives and procedures for documentary strand, for the purposes of this Agreement referred to as **The Story**.
- B. NZ On Air agrees to set aside the sum of \$1,100,000 ("NZ On Air Funding") for the production of 4 x 44 minute documentaries. Each Documentary is referred to in this Agreement as the "Programme".
- C. TVWorks agrees to contribute \$ [REDACTED] being \$ [REDACTED] for each Programme funded under this scheme as the free-to-air licence fee ("TVWorks Funding"). This contribution will be made up of cash.
- D. All sums are GST exclusive.

The Parties agree that:


1. In return for its contribution, and subject to the agreement of the individual producer, TVWorks will acquire the rights within New Zealand to:
 - (a) transmit each Programme three times on TV3 or FOUR over four years; and
 - (b) transmit each Programme on TV3+1 within 24 hours of each TV3 transmission.
 - (c) exercise the On-line Rights an unlimited number of times using geo-filtering technology to limit the availability to IP addresses of New Zealand for the licence period,

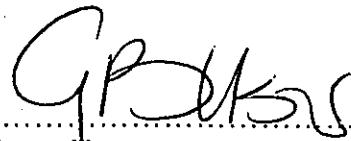
together the "New Zealand Television Rights". The licence period for the New Zealand Television Rights for each Programme shall commence on transmission of the Programme by, TVWorks, and shall terminate at the end of four years unless TVWorks has utilised all of the New Zealand Television Rights prior (the "Licence Period"). Subject to the agreement of the individual producer, TVWorks may also acquire the Mobile Rights for the Licence Period. Any revenue actually received by TVWorks from end users due to the exploitation of the Mobile Rights shall be shared between TVWorks and the producer 50:50 after deduction of all third party costs. NZ On Air may be entitled to a percentage of the producer's share in accordance with the three-way contract for the relevant Programme. The parties may negotiate different terms for exceptional Programmes at the time of considering the application.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

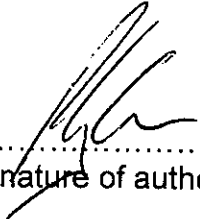
2. A three-way Production and Funding Agreement between NZ On Air, TVWorks and the producer will be executed in respect of the Programme ("the three-way contract").
3. The principal aim of *The Story* is to commission a range of documentaries which help reflect and promote New Zealand identity and culture.
4. Both parties wish to commission popular programmes. In addition, NZ On Air's priorities are to achieve a broad range of topics and viewpoints and to foster innovation and quality. As a whole, *The Story* should balance the needs of the two parties.
5. The Programmes will be produced by independent production houses. The use of a wide range of production houses will be encouraged to enhance the variety of treatment and style.
6. The Programmes that will receive NZ On Air Funding will be determined on a Programme-by-Programme basis, by unanimous decision of a subcommittee comprised of the following:
2 NZ On Air Board Members;
NZ On Air's Television Manager;
TV3's Head of Factual Production
(together "the subcommittee").
10. TVWorks will initiate subcommittee meetings to discuss proposals on dates to be agreed between the Parties. The subcommittee will be provided with all applications two weeks in advance of the meeting date.
11. Either party may publish the results of the meetings, in summarised form.
12. TVWorks will first screen each Programme on TV3 in a slot commencing between 6:00pm and 9:30pm. Should TVWorks subsequently wish to change the strand placement or timeslot, TVWorks shall consult in good faith with the NZ On Air subcommittee members prior to any scheduling change.
13. TVWorks will ensure the NZ On Air's accreditation requirements for platinum funded programmes will be met.
14. The terms of this Agreement may be made available to others by either party.
15. The three-way contract negotiated with the producer of the Programme will be consistent with the contents of this Agreement and any other arrangements made at the time of considering the application.
16. This Agreement will remain in force until all Programmes commissioned with this funding have been produced and broadcast.

SIGNED ON BEHALF OF THE
BROADCASTING COMMISSION
(NZ ON AIR) BY ITS DULY
AUTHORISED REPRESENTATIVES


.....
Jane Wrightson
Chief Executive

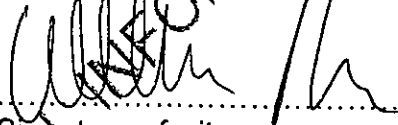

.....
Glenn Usmar
Television Manager

SIGNED ON BEHALF OF
TVWorks LIMITED
BY ITS DULY AUTHORISED
REPRESENTATIVE


.....
Signature of authorised person

P G Crossan
Chief Financial Officer
.....
Name of authorised person

.....
Office Held


.....
Signature of witness

Will Tripe
Contracts & Materials
Manager - Programming
.....
Name of witness

.....
Office Held

RELEASED UNDER THE OFFICIAL INFORMATION ACT