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23 April 2018

██████████

by email ██████████

Dear ██████████

Official Information request and response

Thank you for your Official Information request dated 22 April 2018 that has been transferred to NZ On Air by the Ministry of Culture and Heritage under s14 of the Act.

You have asked:

1. *If it is correct that any changes in staffing or employee structure need to be run past NZ On Air by ██████████ as a stipulation of the annual funding ██████████ receives.*
2. *Is NZ On Air aware of any breaches of this agreement?*
3. *If someone had reason to believe the agreement terms had been breached, how would they go about reporting it officially?*
4. *What would the consequences be of any breach to the agreement in terms of ongoing funding and the return of misappropriated funds?*

Our responses are as follows:

1. Key personnel are stipulated in the funding agreement and ██████████ is required to gain our prior written approval if they are replaced. Please note the purpose of this clause is not to guarantee the status of any individual, but to ensure appropriately qualified personnel are assigned to funded projects.
2. We are unaware of any breaches of this agreement.
3. An individual is welcome to raise it with NZ On Air, with either our Head of Funding or me.
4. First, a breach would need to be material. Our standard contract states:

5. Default

5.1 If you breach this Agreement or we believe that you are or may be insolvent or unable to fulfil your obligations under this Agreement or any other agreement that might adversely affect your ability to complete and launch the project (**Default**), we will give you notice and at least 5 business days to remedy the Default. If you don't remedy it, then we can do any or all of the following without limiting our other remedies:

- (a) suspend funding under this Agreement and any other agreement for us to fund you;
- (b) end this Agreement and stop funding at that time;
- (c) demand repayment of any funding already provided under this Agreement (however we will negotiate with you about costs you have already incurred up to termination and we may, but are not required to, meet those costs); and/or
- (d) take over the project in accordance with clause 6.

At this point I am unwilling to speculate on what NZ On Air would do, in the absence of particular allegations and evidence provided in support. Any allegation of funding misappropriation is taken very seriously by NZ On Air.

Please contact me if you have details you wish to share.

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

You have the right to refer this response to the Ombudsman if you are dissatisfied with it. More information on how to do this is here:

<http://www.ombudsman.parliament.nz/make-a-complaint/complaining-about-access-to-official-information-551307291224432>

NZ On Air proactively releases information in accordance with the Government's commitment to the Open Government Partnership National Action Plan. This includes publishing responses to requests for information under the OIA. Please note that this response (with your details and also [REDACTED] details redacted) will be published on the NZ On Air website shortly and will remain on our website for 12 months.

Thank you for your interest in our work.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Jane Wrightson', with a long horizontal stroke extending to the right.

Jane Wrightson
CHIEF EXECUTIVE