



**Ministry of Civil Defence
& Emergency Management**
Te Rākau Whakamarumarū



Memorandum of Understanding

between

The Ministry of Civil Defence & Emergency Management

and

**Television New Zealand Limited and MediaWorks TV
Limited**

for the provision of television broadcast support before and
during Civil Defence emergencies.

**Memorandum of Understanding Between
Ministry of Civil Defence & Emergency Management (MCDEM)
and
Television New Zealand (TVNZ)
and
MediaWorks TV Limited (for THREE)**

Background

- A. In an emergency, the effective delivery of public information is critical. Timely, accurate information supports emergency response and recovery, and ensures that members of the public take appropriate actions to protect themselves and others.
- B. Under the Civil Defence Emergency Management Act 2002 (the Act), government departments, CDEM Groups, local authorities, emergency services and lifeline utilities are required to maintain systems for the dissemination of, or reaction to, emergency-related information.
- C. Under the National CDEM Plan, and the accompanying Guide to the National CDEM Plan, the Ministry and RNZ are required to develop and maintain arrangements to ensure the effective and consistent broadcast of warnings and emergency information.
- D. The purpose of this agreement is to define the respective requirements of MCDEM and TVNZ and MediaWorks TV Ltd to ensure that television is a reliable and effective channel to broadcast official public safety messages before, during or immediately after events of life-threatening or national or regional significance (e.g. a tsunami).
- E. The Parties agree that television and associated online channels are vital channels for the dissemination of warnings and timely information to the public before and during an emergency.
- F. CDEM and broadcasters will take all reasonable measures to ensure that television is a reliable channel of communication for official warnings and emergency information messages, supplemented by associated online channels. The Parties require clear guidelines around their roles so that ongoing workable arrangements may be put in place.
- G. Broadcasters are welcome to advise viewers that they are party to this MoU and during an emergency they will broadcast emergency messages. However, they must not state or imply they are “the” civil defence broadcaster in their region, nor use their status as a civil defence broadcaster for commercial gain.

This MOU sets out the Parties' arrangements in relation to the provision of television broadcast support before and during civil defence emergencies.

- H. This MOU is not legally binding on, or enforceable by, either of the parties but the parties acknowledge that this MoU is intended as a statement of mutually agreed intentions. It is not intended to create legally enforceable rights or obligations. However, the parties agree that

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they are bound in good faith to observe and perform their obligations under this MoU as if they were legally enforceable.

- I. The Parties to this agreement are independent and no principal/agent relationship, partnership or contract is created by this document. This agreement does not create an employment relationship of any kind.
- J. The provisions of this MoU are subject to any government directive or policy change.

Agreement

The Ministry of Civil Defence and Emergency Management and TVNZ and MediaWorks TV Ltd agree:

INTERPRETATION

1. When used in this MoU, the following terms have the meanings given below:

1.1 'Broadcasters' mean TVNZ and MediaWorks TV Ltd.

1.2 'CDEM Groups' means a Group established under section 12 or established or re-established under section 22 of the Civil Defence Emergency Act 2002.

1.3 A 'National Controller' means the person who is the appointed under section 10 of the Civil Defence Emergency Act 2002.

1.4 A 'Group Controller' means a person appointed under section 26 of the Civil Defence Emergency Act 2002.

1.5 A 'Local Controller' is a persona appointed under section 27 of the Civil Defence Emergency Act 2002.

1.6 'Authorised CDEM manager' means:

- A National Controller
- A Group Controller, or
- A Local Controller, or
- The Director of MCDEM.

PARTIES

The parties to this agreement are:

2. The Ministry of Civil Defence and Emergency Management (MCDEM), a business unit of the Department of the Prime Minister and Cabinet.

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3. Television New Zealand (TVNZ) which is classified as a “lifeline utility” under the Act. It has a statutory duty to take all reasonable steps to ensure that it has the capability to function during an emergency.
4. MediaWorks TV Ltd, which represents THREE, acknowledges the vital role it has in the broadcast of announcements before and during an emergency, and has voluntarily committed to work with the Ministry to provide broadcasts of alerts or warnings as required.

TERM OF THIS AGREEMENT

5. The agreement replaces the MoU dated 14 December 2006 but does not revoke or replace, or otherwise affect any existing or future agreements made between CDEM Groups and specific other broadcasters.
6. This agreement does not cover the handling of press releases, news stories or bulletins, interviews or advertising. It is concerned solely with requests for the broadcast and relaying of formal emergency announcements from an authorised CDEM manager.
7. Review of the agreement is to be undertaken annually in June, or at any other time requested by any Party giving three months’ notice to the other Parties.

EMERGENCY INFORMATION COVERED BY THIS MOU

8. Television broadcasters will continue their normal broadcasts, or run special broadcasts during emergencies.
9. During these normal or special broadcasts, television broadcasters agree to broadcast formal emergency announcements as requested by CDEM Managers. Television broadcasters agree to do this in the format attached as Appendix A of this MoU – “Request for the Broadcast of an Emergency Announcement”.
10. A format to be used for “Request to Terminate the Broadcast of an Emergency Announcement” is attached as Appendix B.

WHO IS AUTHORISED TO REQUEST AN EMERGENCY BROADCAST

11. A request for broadcast may be made with or without a declaration of a state of emergency. A request for broadcast of an emergency announcement must be made by an authorised CDEM manager. MCDEM serves as the central point for the verification of requests for broadcast.
12. Where the emergency announcement affects two or more CDEM regions, the request for broadcast will be issued by the Director or the National Controller.

CEASING AN EMERGENCY BROADCAST

13. Requests to stop broadcasting an announcement will be made in the same way by the same CDEM officials.

14. Broadcasters will verify any request for broadcast or to stop broadcast with MCDEM duty public information managers before a message is broadcast. "Verify" means make contact with the duty public information manager who is available and on call at all times to verify that broadcast requests are genuine.

FORM OF REQUEST FOR EMERGENCY BROADCAST

15. Each request for the broadcast of an emergency announcement will follow the form of "Request for the Broadcast of an Emergency Announcement" template attached as Appendix A. It will specify:
 - 15.1 the name of the CDEM Manager making the request and the contact number of the Ministry's duty public information manager who can be contacted for confirmation/verification of the request; The format and content of this form may change slightly depending on the circumstances of the event, and/or to accommodate future systems or processes.
 - 15.2 that the request is an official "Request for the Broadcast of an Emergency Announcement" and should be broadcast under the terms of this agreement;
 - 15.3 the nature and potential harm posed by the threat as well as relevant public safety information; and
 - 15.4 Templated text boxes may also be provided to enable key information to be disseminated on social media channels. These may be provided at a slightly later time than the Request for Broadcast.

BROADCAST FREQUENCY

16. Broadcasters will broadcast the announcement immediately after they have verified the request and repeat it at least as frequently as stipulated in the Request for Broadcast. Each individual broadcast may be preceded by the Civil Defence Sting' siren alert.

BROADCAST TARGET AREAS

17. **National:** To be broadcast on all networks and individual stations covered by this agreement; for threats with potential national impact or urgent regional threats that warrant national broadcast because of urgency, uncertainty of the exact area of impact or other reasons assessed by a CDEM Manager.
18. **Regional:** Only local broadcast required, but national broadcast permitted; for threats with a local/regional impact only. The broadcasters are only able to broadcast nationally but will broadcast announcements on an event of regional significance at its discretion.

ONLINE CHANNELS

19. This agreement recognizes that broadcasters also operate online communication channels.
20. Broadcasters will use reasonable endeavours to disseminate key information derived from the announcement on its news-centred online channels such as websites and social media accounts.

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21. The frequency stipulated in the Request for Broadcast does not apply to online channels, but as part of this agreement Broadcasters will update their online channels in a timely manner to reflect the key content of the Request.

RESPONSIBILITIES

Ministry of Civil Defence & Emergency Management responsibilities:

22. The Ministry agrees to accept the following responsibilities in relation to this agreement:
 - 22.1 Ensure that guidelines are drawn up (in both detailed and summary formats) that allow broadcasters to act immediately in response to the arrival of requests for broadcasts. In particular, the guidelines will be produced in a small wall poster format for display in studios. These will be dated, updated and/or replaced as necessary and provided to TVNZ and MediaWorks TV Ltd for distribution. The guidelines will also be available online at www.civildefence.govt.nz
 - 22.2 Provide copies of the civil defence siren 'Sting' to relevant networks, on the proviso that if played, (at the discretion of the broadcaster) it is to be played only in conjunction with the broadcast of an official emergency message, and under no other circumstances unless written permission is provided by MCDEM.
 - 22.3 Establish agreed methods for delivery of requests for broadcast (e.g. phone, email, fax, voice).
 - 22.4 Provide clear and appropriate frequency intervals for broadcasts eg every fifteen minutes.
 - 22.5 Provide accurate and timely information and update or terminate announcements as soon as practicable.
 - 22.6 Ensure the wording of the emergency message is suitable for television broadcast. That is, it is brief, to the point, and written in plain English in a style to be read aloud.
 - 22.7 Maintain a list containing the contact particulars of the relevant television networks and Parties to this agreement.
 - 22.8 Ensure that CDEM Managers are informed of the contents of this agreement and of their duty to notify the Ministry's duty public information manager of all requests for broadcast/termination of broadcast, in advance of that request being made to broadcasters.
 - 22.9 Provide 'Request for Broadcast' and 'Request for Termination of Broadcast' templates to CDEM managers.
 - 22.10 Provide templated 'text boxes' containing key information for dissemination on social media channels, to be disseminated at the discretion of the broadcaster.

IN-CONFIDENCE

- 22.11 Make reasonable attempts to provide or facilitate sign language interpreters at press conferences to aid the dissemination of messages to hearing impaired and deaf persons.
- 22.12 Audit the success of the arrangements established by this agreement through testing, exercising and real event applications. Make arrangements to obtain and keep recordings of broadcasts related to emergencies, including but not restricted to the broadcast of alerts and warnings.
- 22.13 Maintain these arrangements and convene meetings to review them.

Broadcasters' responsibilities

23. TVNZ and MediaWorks TV Ltd agree to accept the following responsibilities in relation to this agreement:
- 23.1 Broadcast verified requests for broadcast on the following national networks.
- Television New Zealand
 - THREE
- 23.2 Maintain arrangements to receive and action requests for broadcast at all hours on the above networks.
- 23.3 Make every reasonable attempt to broadcast and relay verified requests for broadcast within the timeframe requested and in the format laid out in the request.
- 23.4 Provide MCDEM with up-to-date contact details for the dissemination of requests for broadcast.
- 23.5 Ensure that dissemination of the official announcement on online channels is clearly identified and/or marked as an official advice and/or warning
- 23.6 Utilise closed captions and/or 'news tickers' to aid distribution of emergency messages to hearing impaired and deaf people

BROADCASTERS TO REFRAIN FROM CERTAIN ADVICE OR ACTIONS

24. The Broadcasters agree in principle that they have a social responsibility to help promote public safety, and to make reasonable attempts to refrain from disseminating misinformation, or incite otherwise avoidable alarm or the deterioration of public order.
- 24.1 As such, the Broadcasters agree to take into consideration this responsibility when presented with the opportunity to broadcast any advice and/or information that conflicts with MCDEM advice and/or information.
- 24.2 For example, if presented with third party claims that the risk of an impending tsunami is greater or lesser than that stated by MCDEM, the broadcaster will weigh the public interest of broadcasting this information against the potential of such a broadcast to endanger members of the public, and/or incite otherwise avoidable alarm, misinformation, or the deterioration of public order.

IN-CONFIDENCE

24.3 If the Broadcaster chooses, with regard to the above and its obligations under the Broadcasting Standards Act (BSA), to broadcast advice or information that conflicts with MCDEM advice and/or information, it will use reasonable endeavours to ensure that MCDEM have reasonable opportunity to respond, and that MCDEM's response is broadcast and/or published within the same story and given similar or greater prominence within the content of the story.

25. Request for Broadcast announcements can be edited for the purposes of online dissemination at the discretion of the broadcaster, but all reasonable attempts must be made to preserve the intent of the announcement, and the broadcaster will use reasonable endeavours to make the full wording of the emergency broadcast available through its online channels, and/or to direct audiences to where official information can be found.

RELATIONSHIP MANAGEMENT

General

26. The parties agree to:

- 26.1 act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other,
- 26.2 discuss matters affecting this MOU or the provision of emergency broadcasts, whenever necessary,
- 26.3 notify each other immediately of any actual or anticipated issues that could significantly impact on the provision of emergency broadcasts or receive media attention, and
- 26.4 comply with all applicable laws, regulations, and codes of conduct.

27. Each party undertakes to:

- 27.1 provide the other party with any information that the other party has reasonably requested to assist with the Project, and
- 27.2 make decisions and give approvals reasonably required by the other party to assist with the Project. All decisions and approvals must be given within reasonable timeframes.

MoU Managers

28. The first point of contact in relation to this MoU (the '**MoU Managers**') and the parties' addresses for notices are:

	MCDEM	TVNZ	MediaWorks TV Ltd
Name:	Anthony Frith	[REDACTED]	[REDACTED]
Email:	[REDACTED]	[REDACTED]	[REDACTED]

29. Each party will appoint a MoU Manager who will be responsible for managing this MoU on behalf of one of the relevant party, including:

- 29.1 managing the relationship between the parties
- 29.2 overseeing the effective implementation of this MoU

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29.3 acting as a first point of contact for any issues that arise.

30. If a party changes its MoU Manager, it must notify the other party in writing of the name and contact details of the replacement MoU Manager.
31. The parties note that the provisions of this agreement are publicly available and subject to any disclosure of information required by the Official Information Act 1982 and the Privacy Act 1993 or any parliamentary or constitutional convention.

ISSUE ESCALATION

32. If a dispute arises in relation to this MoU that cannot be resolved promptly by the MoU Managers, the parties agree to initiate discussions between senior management of each party. If those discussions do not resolve the matter within a reasonable period, the matter will be escalated to the Chief Executives of the parties for resolution.

TERMINATION

33. The parties may terminate this agreement at any time by written agreement.