

Memorandum of Understanding – Access to TVNZ Archive Collection

Ministry for Culture and Heritage

Department of Internal Affairs

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

2 DEFINITIONS AND INTERPRETATION

2.1 In this MOU:

- (a) *Archive Collection* has the meaning given to that term in the Archive Collection and Employees Agreement and, importantly for this MOU, includes the Equipment;
- (b) *Archive Manager* has the meaning given to that term in the Archive Collection and Employees Agreement (and initially will be The Film Archive);
- (c) *Equipment* means the equipment referred to in the definition of "Equipment" in the Archive Collection and Employees Agreement and specified in Appendix One of that agreement;
- (d) *The Crown* means the Crown, acting by and through the Chief Executive of the Ministry for Culture and Heritage and the Chief Executive of the Department of Internal Affairs;
- (e) *The Film Archive* means the trust board known as "The New Zealand Film Archive" incorporated on 9 March 1981 under the provisions contained in the Charitable Trust Act 1957;
- (f) *Production Library Services Agreement* means any agreement entered into, or to be entered into, between TVNZ and the Archive Manager for the provision of the production library services;
- (g) *TVNZ* means Television New Zealand Limited; and
- (h) *Working Day* means a day on which registered banks are open for general banking business in Wellington, other than a Saturday or Sunday.

2.2 In this MOU, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice-versa;
- (b) headings are to be ignored;
- (c) references to a party include its successors and, and, where appropriate, any person under the party's control and directions;
- (d) references to enactments include amendments to those enactments and any substitute enactments;
- (e) references to clauses are references to clauses in this MOU;
- (f) references to the parties are references to the parties to this MOU;
- (g) neither party to this MOU is a partner, agent or representative of the other party;

4 TERM OF THIS MOU

- 4.1 This MOU commences on the date ownership of the Archives Facility is transferred from TVNZ to the Crown and continues until the Archives Collection is no longer held within the Archives Facility or the parties agree that this MOU is at an end.
- 4.2 Either party may, at any time, request that this MOU be reviewed by the parties. Any variations resulting from a review must be in writing and attached to this MOU or contained in a replacement MOU. The parties will consult with the Archive Manager and/or TVNZ about any proposed variations that might affect those entities.

5 ACCESS

5.1 DIA:

- (a) grants access to the Archive Facility to MCH to use, maintain, preserve and manage the Archive Collection;
- (b) confirms to MCH that it is authorised to:
- (i) enter into arrangements with the Archive Manager to grant rights of access to the Archive Facility to the Archive Manager in order for it to use, maintain, preserve and manage the Archive Collection;
 - (ii) enter into arrangements with TVNZ for MCH to grant rights of access to the Archive Facility to TVNZ in order for it to use the Archive Collection as contemplated by the Archive Collection and Employees Agreement and the Production Library Services Agreement; and
 - (iii) allow public access to the Archive Facility to enable members of the public to use the Archive Collection.

Such arrangements are to be consistent with the spirit and intent of this MOU and endure only while the Archive Collection is located within the Archive Facility.

- 5.2 In accessing the Archive Facility, MCH must (and must procure the Archive Manager and TVNZ to) avoid, minimise or mitigate any adverse effect on the Archive Facility.

6 USE OF DIA FIXTURES AND FITTINGS

- 6.1 DIA confirms to MCH that it will allow MCH, the Archive Manager and TVNZ to use (where possible) any of DIA's fixtures and fittings at the Archive Facility which are reasonably necessary for any of those entities to use in connection with the reasonable use of the Archive Collection.
- 6.2 DIA's fixtures and fittings are those listed in Schedule 1 and as removed or replaced from time to time.

- (d) security service charges;
- (e) cleaning charges in respect of the exterior of the Archive Facility, including the exterior side of external windows; and
- (f) grounds maintenance charges.

9.2 MCH will pay the following outgoings in respect of the Archive Facility:

- (a) charges for water, gas, electricity, telecommunications and other utilities and/or services serving the Archive Facility;
- (b) rubbish collection and recycling charges;
- (c) charges for access cards and any replacements;
- (d) cleaning charges in respect of the interior of the Archive Facility, including internal windows and the internal side of external windows; and
- (e) provisioning of toilets and any other shared facilities.

9.3 Where DIA has paid for, or incurred costs in respect of, any of the outgoings which are the responsibility of MCH under clause 9.2 above, MCH will reimburse DIA for such costs by the 20th of the month following the month in which MCH receives a valid tax invoice from DIA.

9.4 MCH will notify DIA as soon as reasonably possible of any maintenance or repairs required to the Archive Facility.

9.5 DIA will provide MCH with contact details for MCH or the Archive Manager to notify DIA of maintenance and facility management issues.

10 LIABILITY FOR DAMAGE TO ARCHIVE FACILITY

10.1 Upon receipt of proper invoices, MCH will promptly reimburse DIA for any costs incurred by DIA to fix any damage caused to the Archive Facility caused by personnel of MCH, the Archive Manager or TVNZ from time to time.

11 CONSULTATION

11.1 Without limiting any other provision of this MOU, the parties will consult with each other regarding any long term plans either of the parties may have in relation to the Archive Facility or the Archive Collection.

11.2 The parties agree to:

- (a) discuss matters affecting this MOU, the Archive Facility or the Archive Collection;
- (b) consult with each other on any proposed amendments to the Archive Collection and Employees Agreement, and in relation to

14 COMMUNICATION

- 14.1 The parties acknowledge the importance of keeping each other informed and in particular, of informing each other before making any statements to the public or the media that make affect the other party.
- 14.2 The parties wish to achieve consistency in the housing and use of the Archive Collection and ensure that the other party is aware of all issues which may impact on or affect the Archive Collection or Archive Facility.
- 14.3 Each party will keep the other informed of any issues which may affect the Archive Collection or Archive Facility.
- 14.4 The persons representing the parties are:

MCH

Administration and Facilities Co-ordinator
Ministry for Culture and Heritage
P O Box 5364
Wellington

DDI: 04 495 4586

Mobile: [Withheld under s9(2)(a)]

Email: [Withheld under s9(2)(a)]

DIA

General Manager Operations
Department of Internal Affairs
PO Box 805
Wellington

DDI: 04 495 6803

Email: Philip.green@dia.govt.nz

- 14.5 Any change of personnel will be notified promptly to the other party.

15 RESOLUTION OF DISPUTES

- 15.1 If a dispute arises between the parties under this MOU, then the following provisions will apply:

- (a) the parties will encourage resolution of any disputes arising between them by way of active consultation with a view to resolving concerns promptly;
- (b) each party commits to consider, investigate and endeavour to resolve any disputes as they arise in a manner that maintains integrity, professionalism and takes into account the statutory accountabilities of each party and recognises each party's objectives;