

# **Māori Television Service Bill**

Government Bill

## **Explanatory note**

### **General policy statement**

#### **Introduction**

The Māori Television Service Bill establishes the Māori Television Service.

The Bill has involved significant consultation and negotiation between the Government and Māori stakeholding organisations, including Te Reo Māori Television Trust (Te Awhiorangi), the Electoral College, and organisations with a role in promoting te reo Māori.

#### **Historic context**

The idea of a Māori television channel goes back to the 1960s and 1970s. It was given greater impetus as a consequence of the 1993 Privy Council decision in *New Zealand Maori Council v Attorney-General*. This case stemmed from the concern about the possible effects on the survival of the Māori language of the restructuring within the broadcasting sector.

In its decision, the Privy Council recognised that te reo Māori was in a state of serious decline. This point was accepted, in general, by the Crown. The Crown also accepted that the principles of the Treaty impose a continuing obligation on the Crown to take reasonable steps to assist in the preservation of the Māori language, as by the use of radio and television broadcasting. The Privy Council also noted, amongst other things, that the Government, by Cabinet decision in 1991, had agreed to set aside funding for the purpose of promoting Māori language and culture in broadcasting, part or all of

which could be used to assist in the development of special purpose television.

Since that time, a pilot Māori television service was broadcast in Auckland in the mid-1990s. In 1999, the Te Reo Māori Television Trust (Te Awhiorangi) was formed to establish a Māori television channel. The Te Reo Māori Television Trust model has been superseded by the approach laid out in this Bill.

### **General purpose**

The Bill establishes the Māori Television Service (the **Service**). The function of the Service, as agreed between the Government and key Māori stakeholders, is to promote te reo Māori me ngā tikanga Māori through the provision of a high quality, cost-effective Māori television service, in both Māori and English, that informs, educates, and entertains, and, in doing so, enriches New Zealand's society, culture, and heritage.

The establishment of the Service is a departure from the conventional model for Crown or Māori entities. It provides an alternative vehicle for co-operation between Māori and the Crown by involving both parties in the governance and accountability of the Service. The Bill stipulates an accountability regime for the Service, including the need for a statement of intent, output agreement, and annual report.

### **Key principles**

Key principles for the provision of the Service, identified by Māori stakeholders and the Government, are—

- (a) the Crown and Māori together have a Treaty of Waitangi obligation in preserving, protecting, and promoting te reo Māori, which is evidenced by the involvement of Māori and the Government in the accountability and governance arrangements for the Service;
- (b) the Government will retain a short-term involvement in governance and implementation, and an ongoing involvement in funding the Service, which could necessitate a review of the Bill at some point in the future;
- (c) the Government and the Māori Television Electoral College (the **College**) must remain at arm's length from the operational management of the Service, which is the responsibility of an independent board (the **board**):

- (d) the Service is to broadcast original te reo Māori programmes and Māori-interest programming in English that informs, entertains, and educates a broad viewing audience.

Te Reo Māori Television Trust (Te Awhiorangi) has agreed to the provision in this Bill that the Trust be terminated.

### **Preamble and clause by clause analysis**

The *Preamble* describes the background to the Bill.

*Clause 1* is the Title clause.

### **Part 1**

#### **Preliminary provisions, provisions to establish Māori Television Service and Māori Television Electoral College, and provisions relating to Māori Television Kaitiaki Trust**

*Subpart 1 (clauses 2 to 6)* sets out the preliminary provisions of the Bill.

*Clause 2* is the commencement clause. The Bill comes into force on the day after the date on which it receives the Royal assent.

*Clause 3* is the purpose clause.

*Clause 4* provides that the Bill binds the Crown.

*Clause 5* provides an outline of the Bill. It is a guide to the general scheme and effect of the Bill, but does not affect the interpretation or application of the other provisions of the Bill.

*Clause 6* defines certain terms used in the Bill.

*Subpart 2 (clauses 7 to 10)* sets out the provisions establishing the Māori Television Service (the **Service**).

*Clause 7* establishes the Service as a body corporate with a board of directors as the governing body.

*Clause 8* sets out the functions of the Service, the principal one of which is to promote te reo Māori me ngā tikanga Māori through the provision of high quality, cost-effective television in both Māori and English, so as to inform, educate, and entertain a broad viewing audience, and, in doing so, to enrich New Zealand's society, culture, and heritage.

The Service must ensure that programmes are broadcast mainly in te reo Māori during prime times, and that at other times there is a

substantial proportion of broadcasting in te reo Māori. In its programming, the Service must have regard to the needs and preferences of children participating in te reo Māori immersion education and other persons learning te reo Māori. The Service must broadcast so that its programmes are technically available throughout New Zealand and practicably accessible to as many people as reasonably possible.

*Clause 9* provides the Service with the powers necessary to perform its functions.

*Clause 10* provides for the independence of the Service from direction by the responsible Ministers, the Māori Television Electoral College (the **College**), or individual members of the board of directors, in relation to specified programming decisions.

*Subpart 3 (clauses 11 to 20)* sets out provisions relating to the College.

*Clause 11* establishes the College.

*Clause 12* provides for the membership of the College, by representation from each of the organisations listed in *Part 1 of Schedule 1*.

*Clause 13* provides for the election by the College of its chairperson and deputy chairperson.

*Clause 14* provides that the constituent organisations of the College may be amended by Order in Council on the recommendation of the Minister of Māori Affairs, with the consent of, or at the request of, the College.

*Clause 15* provides for the functions and powers of the College, including appointing 4 of the 7 directors, providing direction to the chairperson of the College in his or her functions performed jointly with the responsible Ministers, and receiving the accountability documents prepared by the Service under *subpart 3 of Part 2*.

*Clause 16* sets out the joint responsibilities under the Bill of the responsible Ministers and the chairperson of the College.

*Clause 17* provides the chairperson of the College with the discretion to determine, and notify the Crown and the trustees of the Māori Television Kaitiaki Trust (the **Kaitiaki Trust**) of, the date when the ultra high frequency (**UHF**) management right must be transferred from the Crown to the Kaitiaki Trust for transfer to the Service for its use and benefit.

*Clauses 18 and 19* provide the basis for the remuneration of members of the College and for the funding of its activities.

*Clause 20* requires a memorandum of understanding to be entered into by the responsible Ministers and the chairperson of the College, setting out a process for dispute resolution in the event that they are unable to agree on any of the matters for which their joint determination is required.

*Subpart 4* provides for the sole purpose of the Kaitiaki Trust.

*Clauses 21 and 22* record that the sole purpose of the Kaitiaki Trust, as a bare trust, is to receive the UHF management right from the Crown, and to transfer that right to the Service when notified under *clause 17*. Any administration costs of the Kaitiaki Trust must be met from the funds for the College that are managed by the chief executive of Te Puni Kōkiri.

## Part 2

### **Key provisions relating to appointment and duties of directors, accountability of Service, and establishment by Service of related entities**

*Subpart 1 (clauses 23 to 27)* provides that the board is the governing body of the Service. Four of its 7 directors are appointed by the College, and 3 by the responsible Ministers. Guidance for those appointments is set out by way of non-exhaustive criteria as to skills and experience (*Part 1 of Schedule 2*). Criteria are also specified that would disqualify persons from appointment. The manner of appointment of the chairperson and deputy chairperson of the board is also specified.

*Subpart 2 (clauses 28 to 45)* sets out the duties of a director acting as a director and of the board acting collectively. This subpart also provides for the board to appoint a chief executive of the Service, and sets out the nature of, and the obligations relating to, directors' conflicts of interest. The subpart provides for confidentiality of information held by the Service, and requires the Service to provide information when required by the responsible Ministers and chairperson of the College for review purposes. It includes provisions for banking, investment, and borrowing by the board and sets out the basis for remuneration of directors. There is also provision for the immunity and indemnity of directors and employees of the Service.

*Subpart 3 (clauses 46 to 65)* defines certain terms used in this subpart and provides an overview of the accountability required of the Service under the Bill to both the responsible Ministers and the

College, and ultimately to Parliament. These requirements are based on the status and structure of the Service as a body corporate that will receive funds made available for the Service under appropriations made by Parliament.

The accountability of the Service is managed through 3 key accountability documents:

- the statement of intent (*clauses 48 to 57*); and
- the output agreement (*clauses 58 to 61*); and
- the annual report, which includes the audited financial report, the annual statement of service performance, and the statement of responsibility (*clauses 62 to 65*).

The responsible Ministers and the chairperson of the College, acting jointly, may direct the Service through a requirement to amend the board's statement of intent.

The annual statement of intent (and any later amendments) and the annual report must be presented to Parliament by the responsible Ministers.

The Crown must not incur liability to the Service or expend money for its use under an appropriation by Parliament until the annual statement of intent has been presented to Parliament and the responsible Ministers have agreed to the output agreement.

*Subpart 4 (clauses 66 to 68)* provides that the Service may, with the joint consent of the responsible Ministers and the chairperson of the College, form or acquire interests in related entities (that is, subsidiaries, other bodies corporate, partnerships, joint ventures, or other associations of persons), or settle a trust, or be or appoint trustees of a trust. The Service may only do so for the purpose of performing its functions under the Bill. The Bill requires the Service to ensure that subsidiaries operate within the limits that the Bill places on the Service itself, and provides the basis on which directors of subsidiaries may be remunerated.

### Part 3

#### **Provisions for termination of Te Reo Māori Television Trust (Te Awhiorangi), transitional arrangements for establishment Service, etc, and amendments to other Acts**

*Clause 69* defines certain terms used in *subparts 1 and 2 of Part 3*.

*Subpart 1 (clauses 70 to 72)* provides for the termination of Te Reo Māori Television Trust (Te Awhiorangi), for the final audited financial report of the Trust to be prepared by the Service, and for certain protections for the trustees of that Trust.

*Subpart 2 (clauses 73 to 76)* provides that arrangements entered into during the transition period for setting up the Service transfer to the Service once this Bill comes into force. Decisions, recommendations, actions, appointments, undertakings, or transactions made or entered into in good faith and with reasonable care by specified persons or groups of persons during the transition period are as valid as if the Bill were in force and they had been made or entered into under it, and are to be treated as though they had been made or entered into under the Bill.

*Subpart 3 (clauses 77 to 79)* provides that the Service and its subsidiaries are added to the relevant schedule in both the Ombudsmen Act 1975 and the Public Audit Act 2001. It also provides for a consequential amendment to section 53E of the Broadcasting Act 1989, by requiring that Te Reo Whakapuaki Irirangi (Te Māngai Pāho) must also have regard, in making funds available for broadcasting or for the production of programmes for broadcasting, to the needs and preferences of children participating in Māori immersion education, and of other persons learning te reo Māori.

The *Schedules* set out,—

- in *Part 1 of Schedule 1*, the list of organisations that may appoint members to the College:
- in *Part 2 of Schedule 1*, the procedures for meetings of the College:
- in *Part 1 of Schedule 2*, the criteria to be taken into account in appointing the directors of the Service:
- in *Part 2 of Schedule 2*, further provisions relating to the appointment of directors to, and the procedures and powers of, the board:

- in *Part 3 of Schedule 2*, further provisions relating to the appointment of the chief executive of the Service and the employment of staff.
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*Hon Parekura Horomia*

# Māori Television Service Bill

Government Bill

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Schedule 1  
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Schedule 2  
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directors and terms of holding office  
on board

### Preamble

- (1) In its *Te Reo Maori Report* (Wai 11), the Waitangi Tribunal found that the Treaty of Waitangi was directed to ensuring a place for 2 peoples in New Zealand. The Tribunal found that the Māori language is an essential part of Māori culture and must be regarded as a taonga, a valued possession. The Tribunal questioned whether the principles and broad objectives of the Treaty of Waitangi could be achieved without a recognised place for the Māori language. The Tribunal found that the Crown is obliged by the Treaty to take active steps to protect the Māori language. The Crown accepted these findings: 5
- (2) In the litigation that culminated in the decision of the Judicial Committee of the Privy Council in December 1993 (*New Zealand Maori Council v Attorney General* [1994] 1 NZLR 513), the Crown accepted that the principles of the Treaty of Waitangi impose a continuing obligation to take such steps as are reasonable to assist in the preservation of te reo Māori by the use of both radio and television broadcasting: 15
- (3) In that litigation, the Crown outlined a time frame relating to, among other things, the development of special purpose Māori television. The Māori Television Service is a key result of the policy developed for protecting and promoting te reo Māori on television: 20
- (4) The establishment of the Māori Television Service in which te reo Māori me ngā tikanga Māori have a secure place and are recognised and actively promoted is intended to contribute to meeting the Crown's commitment to the protection and promotion of te reo Māori me ngā tikanga Māori through broadcasting: 25

### He kōrero whakataki

- (1) I whakatau te Runanga Whakamana i te Tiriti o Waitangi i roto i tana purongo mo *Te Reo Maori* (Wai 11) ko te Tiriti o Waitangi e tutohu anga tika ana, ki tētahi wāhi nohotahitanga mo ngā iwi e rua ki Aotearoa. Kā whakatau te Runanga, he 30

iho matua taketake te reo Māori no ngā tikanga Māori he taonga tuturu, me manaaki. Ka patai te Runanga mena ka taea te hiki i ngā mātāpono me ngā whaingā matawhānui o te Tiriti o Waitangi, mehemea kaore i te aro matenuitia te reo Māori. Ka whakatau te Runanga he here ta te Tiriti i te Karauna ki te whakahaere tikanga kia tiakina ponotia te reo Māori. Ka whakaaea te Karauna ki te katoa o enei whakatau: 5

- (2) Na te kawenga i te take karo ture ki te Kōti Matua, kā hua mai te whakatau a te Kaunihera Piriwiri, i te marama o Hakihea 1993 (*Kaunihera Maori o Aotearoa v Te Toa Ture Tianara*[1994] 1 NZLR 513), ka whakaaea te Karauna ko ngā mātāpono o te Tiriti o Waitangi he here mutunga kore tōna ki te pikau kia pumau tonu o te manaaki i te reo Māori ma roto i ngā kaupapa e rua o te pāho reo irirangi me te whakaata irirangi: 10 15
- (3) I roto i tera kawenga karo ture ka whakatakotoria e te Karauna tāna kaupapa takawā, i tua atu i etahi ahuatanga, ki te whanaketanga o tētahi Pouaka Whakaata Irirangi Māori Motuhake. Ko te Aratuku Whakaata Irirangi Māori e huaina nei i roto i tēnei Ture tētahi otinga nui o ngā kaupapa whakahiato hatepetanga i kowhiria hei tiaki i te reo Māori mo te pouaka whakaata irirangi Māori: 20
- (4) Hei te whakatūranga o tēnei Aratuku Whakaata Irirangi Māori me noho maru te reo Māori me ona tikanga katoa hei whakakitenga me te whakanui kia tatū hoki ki te aro matenuitanga a te Karauna kia tutuki ai te tiaki me te whakatairanga i te reo Māori me ngā tikanga Māori mā roto tonu o te kaupapa whakapāoho irirangi: 25

**The Parliament of New Zealand therefore enacts as follows:**

- 1 Title** 30  
This Act is the Māori Television Service Act **2001**.

**Part 1**  
**Preliminary provisions, provisions to establish Māori  
 Television Service and Māori Television Electoral  
 College, and provisions relating to Māori Television  
 Kaitiaki Trust**

5

Subpart 1—Preliminary provisions

- 2 Commencement**  
 This Act comes into force on the day after the date on which it receives the Royal assent.
- 3 Purpose** 10  
 In recognition that the Crown and Māori together have an obligation under the Treaty of Waitangi to preserve, protect, and promote te reo Māori, the purpose of this Act is to provide for—
- (a) the establishment of, and the functions, duties, and powers of, the Service and the College: 15
  - (b) the sole purpose of the Kaitiaki Trust:
  - (c) the transfer to the Kaitiaki Trust of the UHF right for the use and management by the Service in protecting and promoting te reo Māori: 20
  - (d) the framework of accountability for the Service:
  - (e) the termination of Te Reo Māori Television Trust (Te Awhiorangi):
  - (f) the transfer to the Service of the establishment arrangements undertaken during the transition period. 25
- 4 Act binds the Crown**  
 This Act binds the Crown.
- 5 Outline of Act**
- (1) This section is a guide to the general scheme and effect of this Act. 30
  - (2) **Part 1** has 4 subparts, as follows:
    - (a) **subpart 1** contains the preliminary provisions for the commencement of the Act, states its purpose, and defines certain terms:

- (b) **subpart 2** contains key provisions about the establishment of the Service, its governing body, and its functions and powers:
- (c) **subpart 3** contains provisions that establish and provide for the membership, functions, and powers of the College: 5
- (d) **subpart 4** sets out the sole purpose of the Kaitiaki Trust.
- (3) **Part 2** has 4 subparts, as follows:
  - (a) **subpart 1** provides for the appointment of the governing body of the Service, the board of directors: 10
  - (b) **subpart 2** sets out the duties of directors and matters relevant to the responsibilities of the board:
  - (c) **subpart 3** sets out the accountability framework for the Service:
  - (d) **subpart 4** provides the basis for the Service to form or acquire an interest in a related entity. 15
- (4) **Part 3** has 3 subparts, as follows:
  - (a) **subpart 1** provides for the termination of Te Reo Māori Television Trust (Te Awhiorangi):
  - (b) **subpart 2** provides for decisions made and actions taken in relation to establishment arrangements in the transition period to be treated as though made or taken under this Act: 20
  - (c) **subpart 3** sets out amendments to the Ombudsmen Act 1975, the Broadcasting Act 1989, and the Public Audit Act 2001. 25
- (5) There are 2 schedules, as follows:
  - (a) **Schedule 1** lists the organisations that may appoint representatives to the College and sets out certain procedures for the College; and 30
  - (b) **Schedule 2** sets out provisions for,—
    - (i) in **Part 1**, the criteria to be taken into account in appointing the directors of the Service and the procedures of the College; and
    - (ii) in **Part 2**, the appointment, resignation, and removal of directors, their powers of delegation, the Service’s power to contract, and procedures for meetings; and 35
    - (iii) in **Part 3**, the appointment of the chief executive and the employment of staff. 40

## 6 Interpretation

In this Act, unless the context otherwise requires,—

**annual report** means the accountability document, the contents of which are prescribed in **section 62**

**board** means the board of directors of the Service 5

**College** means the Māori Television Electoral College established by **section 11**

**commencement day** means the date on which this Act comes into force

**director** means a director of the board of the Service 10

**financial year** means the 12 months ending on the close of 30 June or another date that the board determines

**Kaitiaki Trust** means the Māori Television Kaitiaki Trust to be set up as a bare trust by the College and called the Māori Television Kaitiaki Trust, with the sole purpose as stated in **section 21** 15

**ngā tikanga Māori**, for the purposes of this Act, means Māori customs and practices

**output agreement** means the accountability document, the purpose of which is stated in **section 58** 20

**prime time** means the times of broadcasting identified by the Service as having the largest number of viewers for its particular target audiences

**related entity** means an entity referred to in **section 66**

**responsible Ministers** means the Minister of Māori Affairs and the Minister of Finance, acting jointly 25

**Service** means the Māori Television Service established as a statutory corporation by **section 7**

**statement of intent** means the accountability document, the purpose of which is stated in **section 48** 30

**subsidiary** means a subsidiary of the Service within the meaning of section 2 of the Financial Reporting Act 1993

**te reo Māori** means the Māori language

**trustees** means the trustees of the Kaitiaki Trust

**UHF right** means an ultra high frequency management right to be— 35

- (a) recorded in the Register of Radio Frequencies on the application of the chief executive of the Ministry of

- Economic Development under the Radiocommunications Act 1989—
- (i) for the frequencies with a lower boundary of 582 MHz and an upper boundary of 614 MHz; and 5
  - (ii) for a period of 10 years from the date when that right is recorded by the Registrar of Radio Frequencies; and
- (b) transferred to and held by the Kaitiaki Trust for transfer to the Service under **section 21**. 10

## Subpart 2—Māori Television Service

### *Establishment of Māori Television Service*

#### **7 Establishment of Service**

- (1) This section establishes the Māori Television Service.
- (2) The Service is a body corporate with perpetual succession. 15
- (3) The governing body of the Service is the board of directors, consisting of 7 directors appointed in accordance with **section 24**.

### *Key provisions about Māori Television Service*

#### **8 Functions of Service**

- (1) The principal function of the Service is to promote te reo Māori me ngā tikanga Māori through the provision of a high quality, cost-effective Māori television service, in both Māori and English, that informs, educates, and entertains a broad viewing audience, and, in doing so, enriches New Zealand's society, culture, and heritage. 20 25
- (2) The Service must also—
  - (a) ensure that the programmes broadcast by the Service during prime times consist mainly of programmes in te reo Māori; and 30
  - (b) ensure that a substantial proportion of its programmes broadcast at other times is broadcast in te reo Māori; and
  - (c) ensure that, in its programming, the Service has regard to the needs and preferences of— 35
    - (i) children participating in te reo Māori immersion education; and
    - (ii) all persons learning te reo Māori; and



- (d) provide broadcast services that are technically available throughout New Zealand and practicably accessible to as many people as is reasonably possible; and
- (e) undertake any other function consistent with the purposes of the Act. 5

## 9 Powers of Service

- (1) For the purpose of performing its functions under this Act, the Service—
  - (a) has full capacity to carry out or undertake any business or activity, do any act, or enter into any transaction; and 10
  - (b) for the purposes of **paragraph (a)**, has full rights, powers, and privileges.
- (2) **Subsection (1)** applies subject to—
  - (a) the provisions of this Act and any other enactment; and
  - (b) the general law. 15

## 10 Independence of Service

- (1) The responsible Ministers, the College, and a director acting without the authority of the board must not direct the Service in respect of—
  - (a) specific programmes; or 20
  - (b) the gathering, preparation, or presentation of news or current affairs programmes.
- (2) The other provisions of this Act apply subject to **subsection (1)**.

### Subpart 3—Māori Television Electoral College

- 11 Establishment** 25  
This section establishes the Māori Television Electoral College.

## 12 Membership of College

- (1) Each of the organisations listed in **Part 1 of Schedule 1** may appoint 1 representative to be a member of the College. 30
- (2) The chairperson of the College must notify the chief executive of Te Puni Kōkiri in writing,—
  - (a) at the commencement day, of the names of the members of the College and the organisation that each person represents; and 35
  - (b) of any changes in the membership of the College.

- (3) **Part 2 of Schedule 1** applies to the College and its members.

*Chairperson and deputy chairperson of College*

**13 Chairperson and deputy chairperson of College**

- (1) The College must elect 1 of its members as its chairperson and another member as its deputy chairperson. 5
- (2) The chairperson of the College (and his or her deputy, when acting as the chairperson) must at all times, act with the authority of the College and in accordance with its directions.
- (3) The deputy chairperson, when acting as the chairperson, has and may exercise all the powers, functions, and duties of the chairperson. 10
- (4) If the chairperson or the deputy chairperson vacates office as a member of the College, or resigns from the office of chairperson or deputy chairperson, as the case may be, the College must elect an existing member of the College to hold the office of chairperson or deputy chairperson, as the case may be. 15
- (5) No person may, at the same time, hold the office of both chairperson and deputy chairperson of the College.

**14 Change in composition of College** 20

- (1) The Governor-General may, by Order in Council, amend **Part 1 of Schedule 1** by adding or removing the name of an organisation.
- (2) An Order in Council may be made only on the recommendation of the Minister of Māori Affairs. 25
- (3) The Minister of Māori Affairs may make a recommendation only at the request of, or with the consent of, the chairperson of the College authorised by a resolution of the College.
- (4) The College must not pass a resolution in relation to— 30
- (a) an organisation whose name is to be added to **Part 1 of Schedule 1** unless the College is satisfied that it is an organisation that has a role in promoting te reo Māori:
- (b) an organisation whose name is to be omitted from **Part 1 of Schedule 1** unless— 35
- (i) the organisation wishes to withdraw from the College; or
- (ii) the College is satisfied that the organisation no longer has a role in promoting te reo Māori.

## 15 Functions of College

- (1) The functions of the College are—
- (a) to appoint 4 of the 7 directors of the Service in accordance with **section 24(a)** and, if necessary, remove any of those 4 directors in accordance with **clause 5 of Schedule 2**; and 5
  - (b) to provide direction to the chairperson of the College in the performance and exercise of his or her functions and powers under **sections 16 and 17**; and
  - (c) to consider the need to increase or decrease the number of organisations represented on the College for the purpose of **section 14**, and to pass resolutions as necessary for that purpose; and 10
  - (d) to receive the accountability documents prepared by the board under **subpart 3 of Part 2**. 15
- (2) The College must, not less than once every 5 years, review its functions and the criteria it applies in making appointments under **subsection (1)(a)**.
- (3) For the purposes of performing its functions under this section, the College has full rights, powers, and privileges. 20

## 16 Joint responsibilities of responsible Ministers and chairperson of College

- (1) The responsible Ministers and the chairperson of the College, acting jointly,—
- (a) must appoint 1 director to be the chairperson of the board and another director to be the deputy chairperson, in accordance with **section 27**; and 25
  - (b) must determine the remuneration and other benefits for—
    - (i) the board in accordance with **section 41**; and 30
    - (ii) the governing body of a subsidiary of the Service in accordance with **section 68**; and
  - (c) must approve the statement of intent prepared by the board under **subpart 3 of Part 2**; and
  - (d) may direct the board to amend the statement of intent in respect of 1 or more specified items in accordance with **sections 54 to 56**; and 35
  - (e) subject to **subsection (2)**, may review the performance of the Service; and

- (f) may consent to the reappointment of a director for more than 2 terms, in accordance with **clause 2(1) of Schedule 2**; and
- (g) must perform any other functions or duties required by this Act. 5
- (2) For the purpose of carrying out a review of the Service, the responsible Ministers and the chairperson of the College, acting jointly,—
- (a) must give notice in writing to the Service of their intention to conduct a review; and 10
- (b) may require any information from the Service relating to its operation and activities that is relevant to that review.
- (3) **Section 36** applies to a requirement under **subsection (2)(b)**.
- 17 Notice for transfer of UHF right** 15
- The chairperson of the College must,—
- (a) at his or her discretion, determine the date of transfer of the UHF right from the Crown, acting by and through the chief executive of the Ministry of Economic Development, to the Kaitiaki Trust; and 20
- (b) give written notice not less than 20 working days prior to that date to—
- (i) the chief executive of the Ministry of Economic Development; and
- (ii) the trustees. 25
- 18 Remuneration for members of College**
- The members of the College are entitled to receive—
- (a) remuneration determined by the responsible Ministers, in accordance with the fees framework for members of statutory and other bodies; and 30
- (b) payment of reimbursing allowances or actual and reasonable expenses incurred in undertaking the functions of the College.
- 19 Funds for College** 35
- The operating costs of the College (including the costs incurred under **section 18**, the cost of administrative support for the College and the chairperson, and the costs in respect of the Kaitiaki Trust) must be met from money—

- (a) appropriated by Parliament for the purposes of this Act; and
- (b) identified in the annual output agreement under **section 60**; and
- (c) administered by the chief executive of Te Puni Kōkiri. 5

*Process if responsible Ministers and chairperson of College unable to agree*

**20 Resolution of disagreement**

- (1) For the purposes of this section, **parties** means the responsible Ministers and the chairperson of the College. 10
- (2) This section applies if the responsible Ministers and the chairperson of the College are unable to agree on any of the matters for which their joint determination is required under **section 16**.
- (3) If the parties are unable to reach agreement in respect of a matter for their joint determination referred to in **subsection (2)**, the parties must enter into a memorandum of understanding that sets out a process for resolving the disagreement. 15

**Subpart 4—Māori Television Kaitiaki Trust**

*Sole purpose* 20

**21 Purpose of Kaitiaki Trust**

- (1) The sole purpose of the Kaitiaki Trust is for the trustees, as bare trustees,—
  - (a) to receive the UHF right upon a bare trust; and
  - (b) to transfer the right to the Service when notified by the chairperson of the College under **section 17**. 25
- (2) The Kaitiaki Trust must execute a transfer of the right referred to in **subsection (1)** to the Service.

**22 Funding of Kaitiaki Trust**

- (1) The trustees are not entitled to be paid fees or allowances. 30
- (2) Any administrative costs of the Kaitiaki Trust must—
  - (a) be met from the funds for the College; and
  - (b) be managed by the chief executive of Te Puni Kōkiri.

## Part 2

### Key provisions relating to appointment and duties of directors, accountability of Service, and establishment by Service of related entities

#### Subpart 1—Appointment of board of directors 5

##### *Board is governing body of Service*

#### **23 Governing body of Service**

- (1) The board has authority, subject to this Act, to exercise the powers and perform the functions of the Service.
- (2) The board must supervise or direct the management of the affairs of the Service in accordance with the statement of intent to achieve the purpose of this Act. 10
- (3) The board has all the powers necessary for carrying out its functions and duties under this Act.
- (4) **Schedule 2** applies to the board, the directors, and the administration of the Service. 15

##### *Appointment of board of directors*

#### **24 Appointment of directors**

- The board must consist of 7 directors appointed as follows:
- (a) 4 directors appointed by the College; and 20
- (b) 3 directors appointed by the responsible Ministers.

#### **25 Criteria for appointment**

- (1) In making their respective appointments under **section 24**, the responsible Ministers and the College may appoint a person as a director of the board only if, in their respective opinions, the person has the appropriate skills and experience to assist the Service to perform its functions. 25
- (2) The skills and experience referred to in **subsection (1)** include (but are not limited to) the criteria set out in **Part 1 of Schedule 2**.

#### **26 Qualifications of directors** 30

- (1) A natural person who is not disqualified by **subclause (2)** may be a director of the board.
- (2) The following persons are disqualified from being a director:
- (a) a person who is an undischarged bankrupt:

- (b) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, a company under section 382, section 383, or section 385 of the Companies Act 1993:
- (c) a person who is subject to a property order made under section 10, section 11, section 12, section 30, or section 31 of the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act: 5
- (d) a person who has been convicted of an offence punishable by imprisonment for a term of 2 years or more, or who has been sentenced to imprisonment for any other offence, unless that person has obtained a pardon or served the sentence or otherwise suffered the penalty imposed on the person: 10
- (e) a person who has failed to disclose all interests under **clause 3(4) of Schedule 2**. 15

*Appointment of chairperson and deputy chairperson  
of board*

- 27 Appointment of chairperson and deputy chairperson** 20
- (1) Subject to **subsection (2)**, the responsible Ministers and the chairperson of the College jointly must appoint 1 of the directors to be the chairperson of the board and 1 to be the deputy chairperson.
  - (2) If the person appointed to be the chairperson is— 25
    - (a) a director appointed by the responsible Ministers, the deputy chairperson must be appointed from among the directors appointed by the College; or
    - (b) a director appointed by the College, the deputy chairperson must be appointed from among the directors appointed by the responsible Ministers. 30
  - (3) Every person appointed as chairperson holds that office until the person—
    - (a) dies or resigns from that office; or
    - (b) is removed from that office by the Minister or the chairperson of the College, as the case may be; or 35
    - (c) ceases to hold office as a director.
  - (4) The chairperson may resign from the office of chairperson, without resigning as a director, by written notice to the

responsible Ministers and the chairperson of the College jointly.

- (5) If there is no chairperson or, for any reason, the chairperson is unable to perform his or her functions and duties or to exercise his or her powers as chairperson, the deputy chairperson has all the functions, duties, and powers of the chairperson. 5

## Subpart 2—Key provisions about board of directors

### *Duties*

#### 28 Duties of directors

A director of the board, when acting as a director, and the board acting collectively must— 10

- (a) act in good faith, honestly, and with integrity; and
- (b) not contravene, or cause the Service to contravene, this Act; and
- (c) act with the care, diligence, and skill that a reasonable director would exercise in the same circumstances, taking into account, without limitation,— 15
  - (i) the nature of the activities of the Service; and
  - (ii) the nature of the action or decision taken by the director; and 20
  - (iii) the position of the director and the nature of the responsibilities undertaken by him or her; and
- (d) act in accordance with **section 31** (which governs directors' conflicts of interest); and
- (e) not act as a representative of, or promote the views of, any particular person, organisation, or political party; and 25
- (f) ensure that the Service—
  - (i) acts within its statutory functions; and
  - (ii) acts in accordance with the statement of intent and the output agreement; and 30
  - (iii) performs its functions and conducts its activities effectively, efficiently, and in a financially prudent manner, which includes, without limitation, endeavouring to— 35
    - (A) prudently manage the assets and liabilities of the Service:
    - (B) maintain the long-term financial viability of the Service:



- (C) cover the annual costs of the Service from the net annual income:
- (D) act as a successful going concern.

*Appointment of chief executive of Service*

**29 Appointment of chief executive of Service** 5

- (1) The board must appoint a chief executive of the Service in accordance with **clause 18 of Schedule 2**.
- (2) In making an appointment under **subsection (1)**, the board must act independently.

*Directors' conflicts of interest* 10

**30 Meaning of interested**

- (1) A director is **interested** in a transaction of, or other matter relating to, the Service if the director—
  - (a) is a party to, or will derive a material financial benefit from, the transaction or matter; or 15
  - (b) has a material financial interest in another party to the transaction, or in a person to whom the matter relates; or
  - (c) is a director, officer, member, or trustee of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or 20
  - (d) is the parent, child, spouse, or partner of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or
  - (e) is otherwise directly or indirectly materially interested in the transaction or matter. 25
- (2) The transactions or matters relevant to **subsection (1)** include—
  - (a) the performance of a function or exercise of a power by the Service:
  - (b) a negotiation, arrangement, agreement, or contract made or entered into, or proposed to be made or entered into, by the Service. 30

**31 Obligation to disclose interest**

A director who is interested in a transaction or proposed transaction of, or other matter relating to, the Service must disclose the nature of the interest in accordance with **section 32** 35

as soon as practicable after the director becomes aware, or should have been aware, that he or she is interested.

### **32 Method of disclosure**

A director required to disclose an interest under **section 31** must make the disclosure—

5

- (a) to the chairperson of the board; and
- (b) if the director is the chairperson, to the responsible Ministers and the chairperson of the College.

### **33 Consequences of interest**

A director who is interested in a transaction or proposed transaction of, or other matter relating to, the Service—

10

- (a) must not vote or take part in any deliberation or decision of the board or any board committee relating to the matter; and

- (b) must not be counted for the purpose of forming a quorum for that part of a meeting of the board or board committee during which a deliberation or decision relating to the matter occurs or is made.

15

### **34 Effect of non-compliance**

- (1) If a director fails to comply with the obligation to disclose an interest under **section 31**, the validity of the arrangement, agreement, or contract made or entered into by the Service is not affected.

20

- (2) The chairperson of the board must, as soon as practicable after becoming aware of a failure, report to the responsible Ministers and the chairperson of the College any failure by directors (including that of the chairperson) to disclose interests in accordance with this Act.

25

### *Provisions relating to information held by or provided to Service*

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### **35 Confidentiality, disclosure, and use of information**

- (1) In this section, **confidential information** means information that the board determines must be treated in confidence.

- (2) A director who, in his or her capacity as a director, has confidential information that would not otherwise be available

35

- to the director must not disclose to any person, use, or act on that information except—
- (a) for the purposes of the Service; or
  - (b) as required or permitted by law; or
  - (c) in complying with the requirement for directors to disclose interests. 5
- (3) **Subsection (2)** does not apply if the director is first authorised to disclose, use, or act on information by the board.
- 36 Provision of information for purpose of review** 10
- The Service must, as soon as reasonably practicable, supply information required jointly in writing by the responsible Ministers and the chairperson of the College under **section 16(2)(b)**—
- (a) relating to the operation and activities of the Service; and 15
  - (b) that is reasonably required for the exercise of the power under **section 16(1)(e)**.
- 37 Reliance on information and advice**
- (1) A director, when acting as a director, may rely on reports, statements, financial data, and other information prepared or supplied, and on professional or expert advice given, by any of the following persons: 20
- (a) an employee of the Service whom the director believes on reasonable grounds is reliable and competent in relation to the matters concerned; or 25
  - (b) a professional adviser or expert in relation to matters that the director believes on reasonable grounds are within the person’s professional or expert competence; or
  - (c) any other director, or a committee, of the board on which the director did not serve in relation to matters within the director’s or committee’s designated authority; or 30
  - (d) the Crown.
- (2) **Subsection (1)** applies to a director only if the director— 35
- (a) acts in good faith; and
  - (b) makes proper inquiry if the need for inquiry is indicated by the circumstances; and
  - (c) has no knowledge that the reliance is unwarranted.

*Financial provisions***38 Bank accounts**

- (1) The Service must have 1 or more bank accounts, as necessary for the exercise of its powers and the performance of its functions and duties,— 5
- (a) at any registered bank (within the meaning of the Reserve Bank of New Zealand Act 1989); and
- (b) with the approval of the Minister of Finance, at any bank outside New Zealand.
- (2) All money received by the Service, or for or on its behalf by a director of the board or an employee, must be paid into a bank account of the Service as soon as practicable after that money has been received. 10
- (3) The Service must properly authorise the withdrawal or payment of money from or into its bank accounts. 15

**39 Restrictions on investment of money**

- (1) The Service may invest money that is surplus to its immediate requirements only—
- (a) on deposit with a registered bank in New Zealand;
- (b) on deposit with a bank outside New Zealand that has been approved by the Minister of Finance for that purpose: 20
- (c) on deposit with the Crown if approved by the Minister of Finance;
- (d) in other debt securities issued by a registered bank in New Zealand, or by a bank outside New Zealand approved by the Minister of Finance for that purpose: 25
- (e) in public and other securities approved by the Minister of Finance for the purpose.
- (2) **Subsection (1)** also applies to money that the Service manages on behalf of a related entity of the Service. 30

**40 Restrictions on borrowing**

The Service must not, without the prior written permission of the Minister of Finance and the chairperson of the College,—

- (a) borrow or contract to borrow from any person; or 35
- (b) amend the terms of any borrowing; or
- (c) acquire a derivative instrument; or
- (d) amend the terms of a derivative instrument; or
- (e) enter into or offer a guarantee; or

- (f) amend the terms of a guarantee.

*Directors' remuneration and allowances*

**41 Remuneration**

- (1) A director may not receive payments or fees as an employee of, or consultant for,— 5
- (a) the Service; or
- (b) any related entity.
- (2) A director is entitled to receive, from the funds of the Service, remuneration and other benefits for services as a director at a rate and of a kind determined jointly by the responsible Ministers and the chairperson of the College in accordance with the appropriate fees framework determined by the Government. 10

**42 Allowances for directors**

A director is entitled to receive, from the funds of the Service, payment of reimbursing allowances or actual and reasonable expenses incurred in the performance of his or her duties as a director. 15

*Protection from liability for directors and employees*

**43 Interpretation**

In sections 44 and 45,— 20

**director** includes a former director

**employee** includes a former employee

**indemnify** includes to relieve or excuse from liability, whether before or after the liability arises.

**44 Immunity of directors and employees** 25

- (1) A director or employee of the Service is not personally liable—
- (a) for any liability of the Service; or
- (b) to any person (other than the Service) for any act or omission in good faith by the board, any director, or any employee of the Service in the performance or the intended performance of the functions or duties or the exercise or intended exercise of the powers of the Service. 30

- (2) The Service is liable for any act or omission for which, but for this section, the director or employee of the Service would have been liable in person.

#### 45 **Indemnity for directors and employees**

The Service may indemnify a director or employee for costs incurred by him or her in a proceeding— 5

- (a) that relates to acts or omissions by him or her in good faith in the performance or intended performance of the functions of the Service; and
- (b) in which judgment is given in his or her favour, in which he or she is acquitted, or that is discontinued. 10

### Subpart 3—Accountability required of Service

#### 46 **Interpretation**

In this subpart, unless the context otherwise requires,—

**class of outputs** means a grouping of similar outputs 15

**effective date** means the date on which a statement of intent or any amendment takes effect in accordance with **section 53** or **section 57** respectively

**financial report** means the report referred to in **section 64**

**generally accepted accounting practice** has the same meaning it has in section 3 of the Financial Reporting Act 1993 20

**group** means a group comprising the Service and its subsidiaries

**outcomes** means the impacts on, or consequences for, the community of the outputs or activities of the Service 25

**outputs** means—

- (a) the goods and services provided or to be provided by the Service in fulfilment of its functions under this Act; but
- (b) does not include services produced for purchase or consumption solely within the Service 30

**statement of output objectives** means part of the statement of intent referred to in **section 50(1)(h)**

**statement of responsibility** means the accountability document described in **section 63** 35

**statement of service performance** means part of the annual report referred to in **section 62(1)(c)**.

*Key provisions on accountability of Service*

- 47 Overview of accountability responsibilities**
- (1) The board must prepare and deliver, in accordance with the requirements of this subpart, the following reports relevant to the accountability of the Service under this Act: 5
- (a) the annual statement of intent (including the statement of output objectives); and
  - (b) the output agreement; and
  - (c) the annual report (including the audited financial report, the statement of service performance, and the statement of responsibility). 10
- (2) The responsible Ministers must present to the House of Representatives—
- (a) the annual statement of intent (and any amendments provided for under **sections 54 to 56**); and 15
  - (b) the annual report.
- (3) The Crown must not incur any liability to the Service or expend any money for the use of the Service under an appropriation by Parliament unless—
- (a) a final statement of intent has been presented to the House of Representatives by the responsible Ministers; and 20
  - (b) the responsible Ministers have agreed to the output agreement prepared by the board on behalf of the Service under **section 59** and the output agreement has been made final under **section 61(1)**. 25

*Key documents of accountability: Statement of intent*

- 48 Purpose of statement of intent**
- The purpose of a statement of intent is to promote the accountability of the Service by— 30
- (a) providing to the House of Representatives contextual information about the Service and information about the intentions and commitments set by the board for the Service; and
  - (b) setting out the medium-term intentions and commitments of the board for the Service; and 35
  - (c) identifying the key strategic issues for the Service; and
  - (d) identifying how the board will respond to these key strategic issues and fulfil the statutory functions of the board; and 40

- (e) providing a baseline against which the performance of the Service and its subsidiaries can be assessed in a subsequent year or years.
- 49 Obligation to prepare statement of intent**
- (1) The Service must, in accordance with **section 52**, prepare a statement of intent that— 5
- (a) relates to at least—
- (i) the next financial year; and
- (ii) the 2 following financial years; and
- (b) is consistent with this Act; and 10
- (c) is approved and finalised in accordance with the provisions of this subpart.
- (2) If the Service has 1 or more subsidiaries, it must prepare the statement of intent for the group.
- Contents of statement of intent* 15
- 50 Contents of statement of intent**
- (1) Without limiting the matters that may be addressed, the statement of intent must include the following information, in relation to the period to which the statement applies:
- (a) the period to which it applies: 20
- (b) an outline of the key contextual framework within which the Service operates, including—
- (i) the principal statutory functions of the Service;
- (ii) the current organisational structure of the Service: 25
- (iii) any related entities of the Service:
- (c) in the case of a group,—
- (i) the entities that comprise the group; and
- (ii) the nature of the business of each entity in the group; and 30
- (iii) the principal areas of activity for each operation:
- (d) the nature of the long-term specific goals of the Service for its operations:
- (e) the nature and scope of the intended operations for the Service: 35
- (f) the principal areas of its activity:
- (g) the prime times identified by the Service for particular target audiences:



- (h) the strategies proposed for the Service to achieve its goals, manage risks, and carry out operations, including long-term and short-term investment strategies:
- (i) a statement of output objectives specifying the classes of outputs to be produced by the Service and its subsidiaries: 5
- (j) the other performance targets or measures by which the performance of the Service and its subsidiaries may be judged:
- (k) any other proposed operating policies. 10
- (2) The statement of intent must include prospective financial information for the period to which the statement of intent applies, which must—
- (a) be prepared in accordance with generally accepted accounting practice; and 15
- (b) include the following information:
- (i) a statement of financial performance; and
- (ii) a statement of financial position; and
- (iii) a statement of cash flows; and
- (iv) an outline of the strategy proposed for managing any recently reported or anticipated material net deficit (as determined in accordance with generally accepted accounting practice). 20
- (3) The statement of intent must include any other information material to understanding and assessing the information provided under **subsections (1) and (2)**, or include information without which the information provided under **subsections (1) and (2)** would be false or misleading in a material way. 25
- 51 Matters for consultation and reporting must be identified** 30
- The statement of intent must identify and state the matters on which the Service will—
- (a) consult the responsible Ministers and the chairperson of the College before making a decision; and
- (b) report to the responsible Ministers and the chairperson of the College and when that will be done. 35

*Process for creating and finalising statement of intent***52 Creating and finalising statement of intent**

- (1) The board must prepare in writing a draft statement of intent and deliver it to the responsible Ministers and the chairperson of the College not later than 60 days before the beginning of the financial year to which it relates. 5
- (2) The responsible Ministers and the chairperson of the College may, within 14 working days, jointly provide comments on the draft statement to the board.
- (3) The board must, within 10 working days of receiving the comments referred to in **subclause (2)**,— 10
- (a) consider any comments; and
- (b) provide a second draft to the responsible Ministers and the chairperson of the College.
- (4) When the responsible Ministers, the chairperson of the College, and the board have agreed upon the text of the draft statement of intent in the course of the process under this clause,— 15
- (a) the responsible Ministers and chairperson of the College must sign and date the agreed statement of intent; 20
- and
- (b) the chairperson of the board, on behalf of the board, must also sign the statement of intent.
- (5) The statement of intent is final when it has been signed in accordance with **subclause (4)**. 25
- (6) The responsible Ministers must present the statement of intent to the House of Representatives as soon as practicable after it becomes final.
- (7) The responsible Ministers, the chairperson of the College, and the board must endeavour to finalise the statement of intent in time for it to be presented to the House of Representatives before the beginning of the financial year to which it relates. 30

**53 Effective date and term of statement of intent**

A statement of intent is effective—

- (a) from the date on which it becomes final under **section 52**; 35
- and
- (b) until a new statement of intent takes effect in accordance with the Act (even if that date is outside the financial year to which it relates).

*Amendments to statement of intent*

- 54 When statement of intent may be amended**  
 After a statement of intent becomes final under **section 52**, it may only be amended if an obligation arises to make a mandatory amendment under **section 55**. 5
- 55 Mandatory amendment**
- (1) The board must amend a statement of intent if—
- (a) the responsible Ministers and the chairperson of the College jointly direct an amendment to the statement of intent in accordance with **section 56**; or 10
  - (b) changes in the law materially alter or affect the information contained in the statement of intent; or
  - (c) the information contained in the statement of intent is false or misleading in a material way, and was so at the time when the statement of intent first took effect. 15
- (2) The board must amend the statement of intent as soon as practicable after it becomes aware of the facts that give rise to the obligation to make a mandatory amendment under **subsection (1)(b) or (c)**.
- 56 Notice to amend statement of intent** 20
- (1) If the responsible Ministers and chairperson of the College jointly agree to direct the board to amend the statement of intent, they must, jointly,—
- (a) give written notice to the board specifying the amendment they propose; and 25
  - (b) consult the board before the board makes the proposed amendment.
- (2) An amendment directed under **subclause (1)** must be consistent with the functions of the Service.
- 57 Effective date of amendments** 30
- An amendment is effective,—
- (a) if made under **section 55(2)**, on the day when it is signed by the responsible Ministers, the chairperson of the College, and the chairperson of the board, on behalf of the board; and 35
  - (b) if notified under **section 56**, on the day when it is signed by the responsible Ministers and the chairperson of the College.

*Key documents of accountability: Output agreement***58 Purpose of output agreement**

The purpose of an output agreement is—

- (a) to assist the Service and the responsible Ministers to clarify, align, and manage their respective expectations and responsibilities in relation to the funding and production of outputs paid for by the Crown; and 5
- (b) to provide the basis on which money may be made available for the use of the Service under an appropriation by Parliament. 10

**59 Preparation of output agreement**

- (1) An output agreement must—
  - (a) be prepared by the board on behalf of the Service; and
  - (a) be agreed to by the responsible Ministers.
- (2) The board is responsible to the responsible Ministers for meeting the terms of the output agreement. 15

**60 Contents of output agreement**

- (1) The output agreement must specify—
  - (a) the purposes to which money must be applied that is made available for the use of the Service under an appropriation by Parliament; and 20
  - (b) the period to which the output agreement relates.
- (2) Unless the responsible Ministers otherwise agree, an output agreement must contain the following information:
  - (a) a clear description of the outputs to be produced under the agreement; and 25
  - (b) an explanation of the conditions under which the Service will be paid for its outputs; and
  - (c) a description of the delivery standards that the board has agreed to meet; and 30
  - (d) the amount to be set aside for the operating costs of the College under **sections 18 and 19**.
- (3) The output agreement must include any other relevant information, such as the purpose for which the outputs are required, that may assist the board and the responsible Ministers to interpret and implement the output agreement. 35
- (4) The output agreement must be consistent with the functions of the Service.

- (5) The amount specified under **subsection (2)(d)** must be—
- (a) determined in consultation with the chairperson of the College; and
  - (b) sufficient to meet the costs of the matters provided for in **sections 18 and 19**. 5
- 61 Formal requirements for output agreement**
- (1) The output agreement must be in writing and dated and signed by—
- (a) the responsible Ministers; and
  - (b) by the chairperson on behalf of the board. 10
- (2) The board must endeavour to complete, and the responsible Ministers to agree to, the output agreement in a timely manner to permit the payment of the funds appropriated by Parliament to the Service in accordance with **section 47(3)**.
- Key documents of accountability: Annual report* 15
- 62 Contents of annual report**
- (1) The annual report must contain the following information for the financial year to which the report relates:
- (a) a report on the operations of the Service (and of its subsidiaries); and 20
  - (b) a comparison between the actual amounts in the financial report and the amounts in the prospective financial information contained in the statement of intent; and
  - (c) a financial report prepared in accordance with generally accepted accounting practice that includes a statement of service performance reporting on the classes of outputs actually produced during the financial year against the forecast classes of outputs specified in the statement of output objectives; and 25
  - (d) a statement of responsibility prepared in accordance with **section 63**; and 30
  - (e) the audit report.
- (2) The annual report must also include—
- (a) an assessment of the reasons for, and implications of, any material reported net deficit incurred during the financial year; and 35
  - (b) any matter on which the statement of intent requires the annual report to report; and

- (c) a report on the total value of remuneration and other benefits received by each director of the board during the financial year; and
  - (d) a report on compliance by the Service with its policy of being a good employer (in the context of the purpose of the Service), including a report on its equal employment opportunities programme; and 5
  - (e) a report on the number of employees who, during the financial year, received remuneration and other benefits in their capacity as employees (other than compensation or other benefits referred to in **paragraph (g)**), the total value of which exceeds \$100,000 per year, and the number of those employees in brackets of \$10,000; and 10
  - (f) a report on the remuneration and benefits received by each committee member (other than directors or employees); and 15
  - (g) the total value of compensation or other benefits received by persons who ceased to be employees during the financial year, in relation to the cessation of employment, and the number of persons who received a share of that total; and 20
  - (h) any other information that the board considers necessary to enable an informed assessment of the performance of the Service for that financial year.
- 63 Statement of responsibility** 25
- (1) A statement of responsibility must accompany the financial report.
  - (2) The statement of responsibility must contain—
    - (a) a statement of the responsibility of the signatories for the preparation of the financial report and the judgments recorded in them; and 30
    - (b) a statement of the responsibility of the signatories for establishing and maintaining a system of internal control designed to provide reasonable assurance as to the integrity and reliability of the financial reporting; and 35
    - (c) a statement that, in the opinion of the signatories, the financial report fairly reflects the financial position and operations of the Service and, if applicable, the group.
  - (3) The statement of responsibility must be dated and signed by the chairperson of the board and by the chief executive of the 40

Service or, if there is no chairperson, by the chief executive and the chief financial officer of the Service.

#### **64 Financial report**

- (1) The board must, not later than 90 days after the end of the financial year, prepare and send to the Auditor-General the financial report— 5
- (a) containing the information required by **section 62(1)(c)**; and
  - (b) signed and dated by the chairperson on behalf of the board. 10
- (2) The Auditor-General must, within 30 days of receiving the financial report, return it to the Service, together with the audit report.

#### **65 Annual report presented to House of Representatives**

- (1) The Service must, as soon as reasonably practicable after receiving the financial report and audit report from the Auditor-General, forward the annual report to the responsible Ministers and the chairperson of the College. 15
- (2) The responsible Ministers must, as soon as reasonably practicable, present the annual report to the House of Representatives. 20

### Subpart 4—Related entities

#### **66 Shares or interests in related entities**

- (1) The Service may, with the joint consent of the responsible Ministers and the chairperson of the College,— 25
- (a) form or hold any shares or interests in any body corporate or in a partnership, joint venture, or other association of persons; or
  - (b) settle, or be or appoint a trustee of, a trust.
- (2) The consent referred to in **subsection (1)** may be given on any conditions that the responsible Ministers and chairperson of the College jointly specify. 30
- (3) The Service may only form or hold any shares or interests in a related entity under **subsection (1)** for the purpose of performing its functions under this Act. 35

**67 Limits to functions and powers of subsidiary**

The Service and any subsidiary of the Service must ensure that the subsidiary—

- (a) does not carry on or undertake any business or activity, do any act, or enter into any transaction that the Service itself has no capacity or power to carry on, undertake, do, or enter into; and 5
- (b) exercises its powers only for the purpose of performing, or assisting the Service to perform, the functions of the Service; and 10
- (c) in carrying on or undertaking a business or activity, doing an act, or entering into a transaction, is subject to the same obligations and restrictions that would apply to the Service in relation to that matter; and
- (d) does not authorise remuneration or allowances for its members that could not be authorised for the directors of the Service; and 15
- (e) conducts its affairs in accordance with this Act, any other enactment, and with the general law; and
- (f) complies with the current statement of intent and any requirements of the current output agreement made under **subpart 3**. 20

**68 Remuneration and allowances**

- (1) A director of a subsidiary is entitled to receive, from the funds of the subsidiary,— 25
  - (a) remuneration and other benefits at a rate and of a kind jointly determined by the responsible Ministers and the chairperson of the College in accordance with the appropriate fees framework determined by the Government; and 30
  - (b) payment of reimbursing allowances or actual and reasonable expenses incurred in undertaking his or her duties as a director of the governing body of the subsidiary.
- (2) The remuneration and other benefits referred to in **subsection (1)(a)** must be determined before the Service forms or acquires shares in a subsidiary. 35



**Part 3**  
**Provisions for termination of Te Reo Māori**  
**Television Trust (Te Awhiorangi), transitional**  
**arrangements for establishment Service, etc, and**  
**amendments to other Acts**

5

**69 Interpretation**

In **subparts 1 and 2** of this Part, unless the context otherwise requires,—

**appointed representatives** means the persons appointed by organisations to constitute the Electoral College 10

**assets** means any real or personal property of any kind, whether tangible or intangible, corporeal or incorporeal, whether or not subject to rights, and wherever situated

**Deed of Trust** means the deed creating Te Reo Māori Television Trust (Te Awhiorangi) as a charitable trust that was incorporated under the Charitable Trusts Act 1957 on 10 September 1999 15

**Electoral College** means the Electoral College set up under the Deed of Trust

**establishment board** means the board appointed for the transition period by the responsible Ministers and the Electoral College to oversee the setting up and operations of the establishment Service 20

**establishment chief executive** means the person appointed for the transition period by the establishment board to undertake the functions, duties, and powers of the chief executive of the establishment Service 25

**establishment directors** means the directors of the establishment board

**establishment Service** means the organisation set up in the transition period to prepare for the establishment of the Māori Television Service 30

**Te Reo Māori Television Trust (Te Awhiorangi) or Trust** means the Trust created by the Deed of Trust

**transition period** means the period between 23 July 2001 and the commencement day 35

**trustee** means a trustee of Te Reo Māori Television Trust (Te Awhiorangi).

Subpart 1—Provisions for termination of Te Reo Māori  
Television Trust (Te Awhiorangi)

*Te Reo Māori Television Trust (Te Awhiorangi) terminated*

**70 Trust terminated**

- On and from the commencement day, under this section,— 5
- (a) the Trust is terminated; and
  - (b) the trustees of the Trust cease to hold office; and
  - (c) any committee appointed by the Trust in the transition period is terminated; and
  - (d) the assets and liabilities of the Trust vest in the Service, freed of all trusts affecting those assets and liabilities; and 10
  - (e) the purchase agreement made between the Trust and the Minister of Communications acting for and on behalf of Her Majesty the Queen on 26 November 1999 is cancelled; and 15
  - (f) money payable to the Trust becomes payable to the Service; and
  - (g) a representative appointed to the Electoral College by an organisation listed in **Part 1 of Schedule 1** becomes a member of the College. 20

**71 Final report of Trust**

The Service must prepare the final audited financial report of the Trust within 3 months after the commencement day and provide copies to the responsible Ministers and the chairperson of the College. 25

**72 Protection of trustees**

- (1) On and from the commencement day, any proceeding commenced by or against the Trust may be carried on, completed, or enforced by or against the Service. 30
- (2) If, in the period between 23 July 2001 and the end of the day immediately before the commencement day, a trustee, officer, or agent of the Trust acts or fails or refuses to act in order to prepare for, or assist in, the implementation of this Act, that person is not under a civil liability for acting, failing, or refusing to act if the action, failure, or refusal is done or made in good faith and with reasonable care. 35

- (3) **Subsection (2)** applies despite any provision in the Deed of Trust under which the Trust was created.

## Subpart 2—Transitional arrangements relating to establishment Service, etc

- 73 Provisions relating to decisions, etc, in transition period** 5
- (1) This subpart applies, in relation to the transition period, to—
- (a) the Electoral College and its members; and
  - (b) the establishment Service, the establishment directors, and the establishment board; and
  - (c) the establishment chief executive and the employees, consultants, or agents (if any) of the establishment Service; and 10
  - (d) the chief executive of Te Puni Kōkiri or his or her authorised delegate.
- (2) A decision, recommendation, action, appointment, undertaking, or transaction made, taken, or entered into in good faith and with reasonable care by a person or body referred to in **subsection (1)** during the transition period is as valid as if it had been made, taken, or entered into, under this Act. 15
- (3) Subject to **subsection (4)**, on and from the commencement day, a decision, recommendation, action, appointment, undertaking, or transaction referred to in **subsection (2)** is treated as if it had been made, taken, or entered into under this Act. 20
- (4) As soon as reasonably practicable after commencement day, any draft statement of intent and output agreement prepared by the establishment board during the transition period must be confirmed and made final in accordance with **section 52 or section 61**, respectively. 25
- 74 Transition from establishment board** 30
- As soon as reasonably practicable after the commencement day, the College and the responsible Ministers must appoint the directors of the Service in accordance with **section 24**.
- 75 Employees**
- (1) On the commencement day, each person employed by, or on behalf of, the establishment Service for the transition period, or who is under contract as an agent of, or consultant to, the establishment Service for the transition period, becomes an 35

- employee, agent, or consultant, as the case may be, of the Service.
- (2) For the purpose of every enactment, law, determination, contract, or agreement relating to the employment of persons by or on behalf of the establishment Service, a person's agreement or contract of employment must be treated as having been unbroken and the period of employment with the establishment Service must be treated as a period of employment with the Service. 5
- (3) A person who becomes an employee of the Service under this section is not entitled to receive any payment or other benefit by reason only of ceasing to be an employee of the establishment Service. 10
- 76 Assets and liabilities of establishment bodies**  
On the commencement day, the assets and liabilities (if any) of the establishment Service and establishment board vest in, and become binding on, the Service. 15
- Subpart 3—Amendments to other Acts**
- 77 Amendment to Ombudsmen Act 1975**  
The Ombudsmen Act 1975 is amended by inserting in Part II of the First Schedule, in its appropriate alphabetical order, the item “Māori Television Service and every subsidiary of the Māori Television Service (if any).” 20
- 78 Amendment to Broadcasting Act 1989**  
Section 53E of the Broadcasting Act 1989 is amended by adding the word “; and” and also by adding the following paragraph: 25
- “(f) the needs and preferences of—
- “(i) children participating in te reo Māori immersion education; and 30
- “(ii) all persons learning te reo Māori.”
- 79 Amendment to Public Audit Act 2001**  
The Public Audit Act 2001 is amended by inserting in Part 1 of Schedule 2, in its appropriate alphabetical order, the item “Māori Television Service”. 35

**Schedule 1**  
**Provisions relating to Māori Television**  
**Electoral College**

ss 12, 14, 70

Part 1

Organisations that may appoint members of Māori  
Television Electoral College 5

**1 Organisations that may appoint members**

The following organisations, which have a role in promoting te reo Māori, are each entitled to appoint 1 representative to be a member of the College: 10

- (a) Te Kohanga Reo National Trust:
- (b) Te Runanganui o Ngā Kura Kaupapa Māori o Aotearoa:
- (c) Te Tau Ihu o Ngā Wananga:
- (d) Te Ataarangi Incorporated:
- (e) Te Whakaruruhau o Ngā Reo Irirangi o Aotearoa: 15
- (f) Ngā Aho Whakaari Māori in Film, Video and Television Incorporated:
- (g) Kawea Te Rongo:
- (h) New Zealand Māori Council:
- (i) National Māori Congress: 20
- (j) Māori Women's Welfare League:
- (k) Ngā Kaiwhakapumau i te Reo Māori.

Part 2

Māori Television Electoral College procedures

**2 College may regulate its own procedure 25**

Except as provided in this Act, the College may regulate its own procedures.

**3 Meetings**

- (1) The College may hold meetings as necessary for the efficient performance of its functions. 30
- (2) The chairperson of the College must determine the date, time, and place of each meeting of the College, and must give not less than 7 working days' written notice to members of—
  - (a) the date, time, and place of the meeting; and
  - (b) the agenda for the meeting. 35
- (3) Notice need not be given under **subclause (2)**—

Part 2—*continued*

- (a) to a member who for the time being is absent from New Zealand; or
  - (b) in respect of an adjourned meeting.
- (4) If all members who are entitled to receive notice give their consent, the requirement to notify a meeting may be waived. 5
- 4 Teleconference meetings**
- (1) A meeting may be conducted by teleconference or by any means of communication that allows the members reasonably to participate in the proceedings.
- (2) All the provisions in this Act relating to the meetings of the College apply to a meeting held in accordance with this clause. 10
- 5 Quorum**
- (1) A quorum for a meeting of the College is—
- (a) half the number of members (if the College has an even number of members) or a majority of the members (if the College has an odd number of members); but 15
  - (b) in any case, not less than 6 members.
- (2) No business may be transacted at a meeting of the College at any time when a quorum is not present. 20
- 6 Conduct of meetings**
- (1) At all meetings of the College, the chairperson must preside.
- (2) If the chairperson is not present,—
- (a) the deputy chairperson, if present, must preside; or
  - (b) if the deputy chairperson is not present, the members present must elect 1 of their number to be the chairperson of the meeting. 25
- (3) A record must be kept in the minute book of all decisions taken and business transacted at every meeting, signed by the chairperson of the meeting. 30
- (4) The signed minutes of the proceedings of a meeting are evidence—
- (a) of the proceedings; and
  - (b) unless the contrary is proved, that the meeting was properly convened and the proceedings were properly conducted. 35

## Part 2—continued

**7 Voting**

- (1) Except as provided in **subclause (3)**, each member present has 1 vote.
- (2) All questions arising at a meeting must be decided by a majority of the votes cast by the members present. 5
- (3) In the case of an equality of votes, the chairperson or member presiding has a second or casting vote.
- (4) A written resolution signed by all the members is effective for all purposes as a resolution passed at a meeting of the College and may comprise more than 1 copy of the resolution, each signed by 1 or more of the members of the College. 10

**8 Vacancies or irregularities in appointment**

- (1) Despite a vacancy in its membership, the College may perform its functions, provided there is a quorum.
- (2) If **subclause (1)** applies, the College may, even if the quorum is not present, request an organisation listed in **clause 1** that has no representative on the College to appoint a representative. 15
- (3) The decisions and transactions of the College are not affected if a member's appointment is defective.

**9 Change in membership of College** 20

In determining whether to give consent under **section 14** to a recommendation of the responsible Ministers to add the name of an organisation to the list in **clause 1**, or to remove a name of an organisation from that list, the College must—

- (a) make that determination by resolution— 25
- (i) moved by not less than 3 members; and
- (ii) approved by not less than 75% of all members; and
- (b) be satisfied that an organisation whose name is added to the list is an organisation that has a role in promoting te reo Māori. 30

ss 15, 16, 23, 25, 26, 29

**Schedule 2****Provisions relating to appointment of directors and terms of holding office on board****Part 1**

Criteria to be taken into account when directors of Māori Television Service are appointed 5

**1 Criteria for appointment**

The criteria of governance experience and key competencies that must be taken into account when directors of the Service are appointed include, but are not limited to, the following matters: 10

*Governance experience*

- (a) practical or professional commercial or business experience:
- (b) broadcasting or programme production.

*Key competencies*

- (c) appreciation of the dual role of the Crown and Māori as stakeholders: 15
- (d) understanding of Crown and Māori responsibilities to protect and promote te reo Māori:
- (e) ability to distinguish corporate governance from management: 20
- (f) knowledge of the responsibilities of a director:
- (g) background in the development and implementation of te reo Māori policy:
- (h) competency in te reo Māori and knowledge of tikanga Māori: 25
- (i) financial literacy:
- (j) ability to work as a team member and collaboratively:
- (k) ability to clearly communicate orally and in writing:
- (l) ability to take a wide perspective on issues:
- (m) integrity and a strong sense of ethics. 30



Part 2  
Further provisions relating to appointments to and  
procedures of board, and for administration of Service

*Term of appointment of directors*

- |          |  |    |
|----------|--|----|
| <b>2</b> | <b>Term of appointment of directors</b>  | 5  |
| (1)      | A director—  |    |
|          | (a) holds office for a term not exceeding 3 years, or any shorter term stated in the notice of appointment given under <b>clause 3</b> ; and   |    |
|          | (b) may be reappointed for 1 further term; but   | 10 |
|          | (c) may not be reappointed for more than 2 continuous terms except with the joint consent of the responsible Ministers and chairperson of the College.   |    |
| (2)      | Subject to <b>clause 5</b> , on the expiry of a term of office, a director continues in office until—  | 15 |
|          | (a) the director is reappointed; or  |    |
|          | (b) the director's successor is appointed; or  |    |
|          | (c) the director is informed in writing by the responsible Ministers or the Chairperson of the College, as the case may be, that the director is not to be reappointed and that no successor is to be appointed. | 20 |
| (3)      | A copy of any notice given under this clause must be provided to the Service.  |    |
| <b>3</b> | <b>Method of appointment of directors of board</b>   |    |
| (1)      | A director is appointed by written notice given by the responsible Ministers or the College, as the case may be.   | 25 |
| (2)      | A copy of the notice of appointment must be provided to the Service by the responsible Ministers or the College, as the case may be.   |    |
| (3)      | A person must not be appointed until the following matters are agreed:   | 30 |
|          | (a) the date on which the appointment takes effect; and  |    |
|          | (b) the term of the appointment if for less than 3 years; and  |    |
|          | (c) the conditions of the appointment.   |    |
| (4)      | Before a person can be appointed, he or she must—  | 35 |
|          | (a) disclose to the responsible Ministers or the chairperson of the College, as the case may be,—  |    |

Part 2—*continued*

- (i) the interests the person would have to disclose under **section 31** if he or she were a director; and
- (ii) any other interests or relationships that might give rise to those interests; and
- (iii) any other matters that, if they were known or occurred while he or she were a director, would be likely to result in that person's removal from office under **clause 5**; and 5
- (b) certify in writing to the responsible Ministers or the chairperson of the College, as the case may be, that he or she is not disqualified from being a director under **section 26**; and 10
- (c) accept the appointment in writing to the responsible Ministers or the chairperson of the College, as the case may be. 15
- (5) The lawful acts of a person as a director are valid, even if—
  - (a) the person's appointment was defective; or
  - (b) the person was not qualified for appointment.

*Resignation and removal of directors*

- 5 Removal from office** 20
- (1) A director may, at any time, be removed from office for any reason by written notice to the director by the responsible Ministers or by the College, as the case may be.
- (2) The reasons referred to in **subclause (1)** include (without limitation)— 25
  - (a) the factors relevant to disqualification under **section 26**; or
  - (b) 1 or more of the following circumstances:
    - (i) the director has brought the Service into disrepute; 30
    - (ii) the director has failed to comply with directors' duties under **section 28**;
    - (iii) the director has become a bankrupt;
    - (iv) the director has acted with financial impropriety;
    - (v) the director has been unable to perform the functions of office; 35
    - (vi) the director has performed the functions of office inadequately:

Part 2—*continued*

- (vii) the director has failed to attend 3 consecutive meetings of the board, without giving prior notice of his or her inability to attend:
- (viii) the director has failed to disclose, without reasonable excuse, as soon as possible after the relevant facts become known to the director, an interest in a matter being considered or about to be considered by the board. 5
- (3) Before removing a director from office, the responsible Ministers or the College, as the case may be, must give the director a reasonable opportunity to make submissions or be heard on the proposal to remove him or her. 10
- (4) The notice of removal must state the reasons for removal.

**6 Resignation**

- (1) A director of the board may resign from office by giving written notice to the responsible Ministers or to the College, as the case may be. 15
- (2) A copy of the notice referred to in **subclause (1)** must be provided to the Service.
- (3) A resignation is effective on receipt of the notice by the responsible Ministers or the College, as the case may be, or at a later time, as specified in the notice. 20

**7 No entitlement to compensation**

A director is not entitled to compensation or other payment or benefit if he or she ceases for any reason to hold office as a director. 25

*Vacancies in board's membership***8 Director ceasing to hold office**

A director ceases to hold office if that person—

- (a) resigns in accordance with this Act; or 30
- (b) is removed from office in accordance with this Act; or
- (c) becomes disqualified from being a director under this Act; or
- (d) otherwise ceases to hold office as a director in accordance with any enactment. 35

Part 2—*continued***9 Vacancy in membership**

- (1) If a director, for any reason, ceases to hold office, the responsible Ministers or the College, as the case may be, must appoint another person to act as a director.
- (2) A director appointed under **subsection (1)** must be appointed in accordance with this Act, and may be appointed either—
- (a) for the balance of the term for which the vacating director was appointed; or
  - (ii) for a new term, as provided for under **clause 2(1)**.

*Procedure for meetings of board* 10**10 Procedure generally**

Except as otherwise provided in this Act, the board may regulate its own procedures.

*Meetings***11 Times and places of meetings** 15

- (1) The board or the chairperson must appoint the dates, times, and places for meetings of the board, and give not less than 5 working days' written notice to directors of—
- (a) the date, time, and place of each meeting; and
  - (b) the agenda for the meeting. 20
- (2) The chairperson of the board must convene a special meeting of the board on receipt of a written request for a special meeting signed by at least 4 directors of the board.
- (3) The notice provisions of **subclause (1)** apply to a special meeting. 25

**12 Quorum for board**

- (1) A quorum for a meeting of the board is 5 directors.
- (2) No business may be transacted at a meeting of the board at any time when a quorum is not present.

**13 Conduct of meetings of board** 30

- (1) The chairperson must preside at all meetings of the board if he or she is present.
- (2) If the chairperson is not present,—

Part 2—*continued*

- (a) and another director has been given delegated authority to act as the chairperson, that director must preside; and
  - (b) in any other case, the directors present must elect 1 of their number to be the chairperson for the meeting.
- (3) The person acting under **subclause (2)(a)** or the person elected under **subclause (2)(b)** has and may exercise all the powers, duties, and functions of the chairperson for the purposes of the meeting. 5
- (4) The chairperson of the board may permit directors to participate in meetings, or in a particular meeting, by any means of communication that allows the directors reasonably to engage in the proceedings of the meeting. 10

**14 Voting at meetings**

- (1) Except as provided in **subclause (3)**, each director has 1 vote.
- (2) All questions arising at a meeting of the board must be decided by a majority of the votes cast by the directors present. 15
- (3) The director presiding at the meeting has a deliberative vote and, in the case of an equality of votes, also has a casting vote.

*Delegation by board* 20**15 Ability to delegate**

- (1) Subject to **subclause (4)**, the board may delegate any of the functions, powers, or duties of the Service or the board, either generally or specifically, by resolution and written notice to any of the following persons: 25
- (a) a director:
  - (b) the chief executive of the Service:
  - (c) a committee established by resolution of the board.
- (2) A committee established for the purposes of **subclause (1)**— 30
- (a) must consist of at least—
    - (i) 1 director appointed by the responsible Ministers; and
    - (ii) 1 director appointed by the College; and
  - (b) may include any other person that the board thinks fit.
- (3) The board may delegate the authority of the chairperson to a deputy chairperson for the purpose of **clause 13(2)(b)**. 35

Part 2—*continued*

- (4) The board must not delegate—
- (a) the power to delegate; or
  - (b) the power to acquire or dispose of real property; or
  - (c) the power to appoint a chief executive; or
  - (d) the power to borrow; or 5
  - (e) any other matter that the responsible Ministers and the chairperson of the College may stipulate by notice in writing to the board.
- 16 Effect of delegation**
- (1) If any function or power of the Service or board are delegated, 10  
the delegate—
- (a) may, unless the delegation provides otherwise, perform the function or exercise the power in the same manner, subject to the same restrictions, and with the same effect as if the delegate were the Service or the board; 15  
and
  - (b) must, for the purpose of performing the delegated function or power, act in accordance with the duties of the board as if the delegate were a director of the board.
- (2) A delegation— 20
- (a) may be revoked at will by resolution of the board and written notice to the delegate:
  - (b) continues in force according to the terms of the delegation until it is revoked; but
  - (c) does not prevent the board from performing the function or exercising the power. 25

*Contracting*

- 17 Method of contracting**
- (1) A contract or other enforceable obligation may be entered into by the Service as provided in this clause. 30
- (2) An obligation that, if entered into by an individual, is required to be by deed, may be entered into on behalf of the Service in writing, signed under the name of the Service by—
- (a) 2 or more of the directors of the board; or
  - (b) 1 or more attorneys appointed by the Service under this clause. 35

Part 2—*continued*

- (3) An obligation that, if entered into by an individual, is required to be in writing, may be entered into on behalf of the Service in writing by a person acting under the express or implied authority of the Service.
- (4) An obligation that, if entered into by an individual, is not required to be in writing, may be entered into on behalf of the Service in writing or orally by a person acting under the express or implied authority of the Service. 5
- (5) The Service may, by an instrument in writing executed as a deed, appoint a person as its attorney, either generally or in relation to a specified matter. 10
- (6) An act of the attorney in accordance with the instrument binds the Service.
- (7) This clause applies to a contract or other obligation— 15
- (a) whether or not that obligation was entered into in New Zealand; and
- (b) whether or not the law governing that obligation is the law of New Zealand.

Part 3  
Employment provisions 20

*Chief executive of Māori Television Service*

**18 Appointment of chief executive**

- (1) The chief executive must not be a director of the board.
- (2) In appointing a chief executive, the board must— 25
- (a) act independently; and
- (b) be satisfied that the proposed appointee has disclosed the interests that he or she would, if he or she were a director, have to disclose at that time under **section 31**; and
- (c) determine the terms and conditions of appointment for the chief executive that are not provided for in this Act, including remuneration and allowances. 30
- (3) In determining or amending the terms and conditions of appointment of the chief executive, the board must— 35
- (a) consult with the State Services Commissioner; and

Part 3—*continued*

- (b) consider any recommendations made by the State Services Commissioner about the terms and conditions of appointment; and
  - (c) if the proposed terms and conditions of appointment do not comply with the recommendations of the State Services Commissioner, consult with the responsible Ministers and the chairperson of the College. 5
- 19 Role of chief executive**
- The chief executive is responsible to the board for the efficient and effective administration of the day to day operations of the Service, and must act in accordance with the lawful policies and directions of the board. 10
- 20 Method of appointment**
- (1) The board must appoint the chief executive by written notice to the person to be appointed. 15
  - (2) The notice must—
    - (a) state—
      - (i) the date when the appointment begins; and
      - (ii) the term of the appointment; and
      - (iii) the conditions of the appointment; and 20
    - (b) be given only after the person to be appointed has disclosed any direct or indirect pecuniary interests to the board.
- 21 Terms and conditions of appointment**
- (1) The chief executive holds office on a full-time basis. 25
  - (2) The appointment of the chief executive is for a term of not more than 5 years.
  - (3) The chief executive is eligible for reappointment, but for no longer than 1 further term of not more than 5 years.
  - (4) The chief executive performs his or her functions subject to the control and direction of the board. 30
- 22 Delegation by chief executive**
- (1) The chief executive may, either specifically or generally, delegate in writing to an employee—
    - (a) his or her functions, duties, or powers; and 35



Part 3—*continued*

- (b) any functions, duties, or powers delegated to the chief executive by the board, subject to the consent of the board.
- (2) **Clause 16** of this schedule applies to a delegation by the chief executive. 5

*Personnel***23 Employment of staff**

The Service—

- (a) may employ any persons (including employees on secondment from other organisations) that it considers necessary for the Service to perform its functions; but 10
- (b) must act independently in employing and managing employees.

**24 Personnel policy**

The Service must, if it employs personnel,— 15

- (a) be a good employer; and
- (b) operate a personnel policy that complies with the principle of being a good employer; and
- (c) report in the annual report on its compliance with that policy (including its equal employment opportunities programme). 20

**25 Meaning of good employer**

- (1) For the purposes of **clause 24**, a **good employer** is an employer who operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring— 25
- (a) good and safe working conditions; and
- (b) an equal employment opportunities programme; and
- (c) the impartial selection of suitably qualified persons for appointment; and 30
- (d) recognition of—
- (i) the aims and aspirations of Māori; and
- (ii) the employment requirements of Māori; and
- (iii) the need for involvement of Māori as employees of the Service; and 35

Part 3—*continued*

- (e) opportunities for the enhancement of the abilities of individual employees; and
  - (f) recognition of the different aims and aspirations, and of the cultural differences that may exist among employees; and 5
  - (g) recognition of the employment requirements of women; and
  - (h) recognition of the employment requirements of persons with disabilities.
- (2) For the purposes of the Act an **equal employment opportunities programme** is a programme aimed at identifying and eliminating all aspects of policies, procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect of the employment of any persons or group of persons. 10  
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