



**National Emergency
Management Agency**
Te Rākau Whakamarumarū
Aotearoa New Zealand

Broadcast Media Memorandum of Understanding 2025

Memorandum of Understanding between

The National Emergency Management Agency

and

Radio New Zealand (RNZ)

Radio Broadcasters Association (RBA)

Television New Zealand Limited (TVNZ)

Community Access Media Alliance NZ (CAMA)

Whakaata Māori

Te Whakaruruhau o Ngā Reo Irirangi Māori (Iwi Radio Network)



TE REO
IRIRANGI
O AOTEAROA



W H A K A A T A
M Ā Ō R I

 **CAMA**
Community Access Media Alliance



BROADCAST MEDIA MEMORANDUM WITH NEMA 2025

This Memorandum of Understanding is made on 14 May 2025

between **National Emergency Management Agency (NEMA),**

and **Radio New Zealand (RNZ);**

the Radio Broadcasters Association (RBA);

Whakaata Māori,

the Community Access Media Alliance (CAMA);

Television New Zealand Limited (TVNZ);

Te Whakaruruhau o Ngā Reo Irirangi Māori (National Iwi Radio Network)

in relation to the provision of broadcast support before and during civil defence emergencies.

BACKGROUND

- A. In an emergency, the effective delivery of public information is critical. Timely, accurate information supports emergency response and recovery, and ensures that members of the public take appropriate actions to protect themselves and others.
- B. Under the Civil Defence Emergency Management Act 2002 (the **Act**), government departments, Civil Defence Emergency Management (**CDEM**) Groups, local authorities, emergency services and lifeline utilities are required to maintain systems for the dissemination of, or reaction to, emergency-related information.
- C. Under the National CDEM Plan, and the accompanying Guide to the National CDEM Plan, NEMA, RNZ and TVNZ are required to develop and maintain arrangements to ensure the effective and consistent broadcast of warnings and emergency information.
- D. Other broadcast media throughout New Zealand have volunteered to work together with NEMA, RNZ, TVNZ, and other agencies involved in emergency management as partners to distribute messages to the public to protect life, health, and property. This relationship is of public benefit and founded on mutual respect and open communication.
- E. The purpose of this MoU is to outline the principles and processes by which broadcasters agree to cooperate with one another and broadcast public safety messages during or before events of life-threatening or national or regional significance (e.g. a tsunami).
- F. NEMA and each Broadcaster will take all reasonable measures to ensure that radio and television are reliable channels of communication for official warnings and emergency information messages, supplemented by associated online channels. The Parties will establish clear guidelines around their roles so that ongoing workable arrangements may be put in place.
- G. NEMA, undertakes to champion and facilitate the principles and terms of this MoU to CDEM Groups and all government agencies involved in the dissemination of timely, accurate, relevant and consistent emergency information, and to work in close coordination with the Broadcasters and other emergency management agencies to enable the dissemination of timely, accurate, relevant and consistent emergency information.
- H. Each Broadcaster, , undertakes to champion and facilitate the principles and terms of this MoU to its staff and members, and to work in close coordination with NEMA and other emergency management agencies to enable the dissemination of timely, accurate, relevant and consistent emergency information.
- I. The Parties agree that this MoU does not create legally enforceable rights or obligations. However, the parties agree that they will act in good faith to observe and perform their undertakings in this MoU to the best of their ability.

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

TERMS

The Parties agree:

INTERPRETATION

- 1. When used in this MoU, the following terms have the meanings given below:
 - 1.1. 'Broadcasters' means RNZ, RBA and member stations, Whakaata Māori, CAMA and member stations, TVNZ, and "Broadcaster" means any one of them.
 - 1.2. 'CDEM Groups' means a Civil Defence Emergency Management Group established under section 12 or established or re-established under section 22 of the Act.
 - 1.3. 'Digital Communication Channels' has the meaning set out in paragraph 25.
 - 1.4. 'Emergency Broadcast' means either a Formal Broadcast or an Informal Broadcast.
 - 1.5. 'Formal Broadcast' has the meaning set out in paragraphs 11.2.
 - 1.6. 'Formal Request' has the meaning set out in paragraphs 10 -12.
 - 1.7. 'Informal Broadcast' has the meaning set out in paragraph 20.5.
 - 1.8. 'Informal Request' has the meaning set out in paragraph 20.
 - 1.9. 'Lead Agency' means the agency mandated through legislation or expertise for managing a particular hazard that results in an incident. While some hazards or risks are managed by the lead agency alone, many require the support of other organisations. Lead Agencies include NEMA, CDEM Groups, the New Zealand Police, Fire and Emergency New Zealand, the Ministry for Primary Industries, and the Ministry of Health.
 - 1.10. 'National Controller' means the person who is the appointed under section 10 of the Act.
 - 1.11. 'NEMA Duty PIM' means the NEMA duty public information manager who is available and on call during the time NEMA makes a Formal Request.
 - 1.12. 'Network' has the meaning set out in paragraph 29.1.
 - 1.13. 'Party' is a reference to a party to this MoU, and 'Parties' is a reference to some or all of them (as required by the circumstances).
 - 1.14. 'Request' means either a Formal Request or an Informal Request.

PARTIES

- 2. The Parties to this MoU are:
 - 2.1. NEMA, an autonomous departmental agency. NEMA may issue messages on behalf of CDEM Groups and other Lead Agencies in an emergency e.g. NZ Police, Fire Emergency NZ, Ministry of Health.

- 2.2. RNZ, which is classified as a “lifeline utility” under the Act. RNZ has a statutory duty to take all reasonable steps to ensure that it has the capability to function during an emergency.
- 2.3. RBA, which represents commercial radio networks. RBA has voluntarily committed to work with NEMA to provide broadcasts of alerts or warnings as required through RBA network and local radio stations. Current Members listed on the RBA Website.
- 2.4. CAMA, which represents the 12 Community Access Media stations across Aotearoa, New Zealand. These stations cater to niche audiences and allow individuals and groups to produce and broadcast programmes for their own regions and communities. CAMA has voluntarily committed to work with NEMA to provide broadcasts of alerts or warnings as required through its stations, subject to studio capability at the time.
- 2.5. TVNZ, which is classified as a “lifeline utility” under the Act. TVNZ has a statutory duty to take all reasonable steps to ensure that it has the capability to function during an emergency.
- 2.6. Whakaata Māori, is a body corporate established under the Māori Television Service (Te Aratuku Whakaata Irirangi Māori) Act 2003. The principal function of Whakaata Māori is “to contribute to the protection and promotion of te reo Māori me ngā tikanga Māori through the provision, in te reo Māori and English, of a cost-effective television service that informs, educates and entertains viewers, and enriches Aotearoa New Zealand’s society, culture and heritage.”
- 2.7. Te Whakaruruhau o Ngā Reo Irirangi Māori (National Iwi Radio Network) consists of 21 stations across Aotearoa. Each station is run by local iwi, and also belongs to Te Whakaruruhau o Te Reo Irirangi Māori - a federation that enables station collaborations and network operations. Iwi Radio stations are committed to preserving and promoting Te Reo Māori, and engaging and entertaining audiences with content and stories from their rohe and Aotearoa.
- 2.8. Parties have voluntarily committed to work with NEMA to provide broadcasts of alerts or warnings before and during an emergency, and as required and subject to studio capability at the time.

TERM OF THIS MOU

3. The MoU replaces the MoU dated October 2017 but does not revoke or replace, or otherwise affect any existing or future agreements made between CDEM Groups and specific other broadcasters.
4. The Parties will undertake a review of the MoU annually in June, or at any other time requested by any Party giving three months' notice to the other Parties, provided that this MoU will not be reviewed more than twice in any 12-month period unless all the Parties agree.

GENERAL PRINCIPLES

5. The Parties agree to the below ten principles:
 - 5.1. During an emergency, the provision of timely, accurate, relevant and consistent official information to protect life, health and property is paramount.
 - 5.2. Broadcasters are recognised as an essential service and a critical emergency information channel for the public. NEMA will strongly encourage CDEM Groups and other agencies to share information directly to broadcast media in an emergency.
 - 5.3. News reporting and emergency programming and editorial is recognised as the primary method through which Broadcasters disseminate emergency information.
 - 5.4. The activation of auxiliary mechanisms, such as those that involve disruption to programming and the broadcast of official messaging, are used as a last resort and to supplement, rather than replace, news reporting.
 - 5.5. Access to emergency information is a right, not a privilege, and each Broadcaster must use best endeavours to ensure information is accessible to diverse audiences.
 - 5.6. NEMA has obligations under the Treaty of Waitangi to ensure that the provision of emergency information is available to Māori. NEMA may require Broadcaster's assistance in disseminating targeted information to Māori communities where possible and any other actions required to assist NEMA to fulfil these obligations.
 - 5.7. The respective roles media play in disseminating emergency information and providing independent scrutiny of the Government are essential and complementary. One should not preclude or interfere with the other.
 - 5.8. Information is not always immediately available. This is because information needs to be verified and gathered. Emergency management agencies will be open and transparent about what information is and is not available, and why.
 - 5.9. Credibility and veracity of information is paramount to maintain credibility and trust.
 - (a) NEMA will:
 - i. Take all practicable attempts to ensure that information supplied to Broadcasters is up to date and verified as accurate at the time of sending.
 - (b) Broadcasters will:
 - i. Take reasonable steps to verify information has been sent by NEMA before it is broadcast or disseminated.
 - ii. Take all practicable attempts to broadcast the most up to date information.
 - iii. Correct misleading or out of date information with urgency.
 - iv. Label information as unverified if verification is not practicable.

- 5.10. Emergency management agencies and Broadcasters will actively work together to strengthen their emergency information arrangements, identify areas for improvements, and exchange free and frank advice and feedback.

CATEGORIES OF EMERGENCY INFORMATION BROADCASTS AND GENERAL ACKNOWLEDGEMENTS

6. This MoU addresses two types of emergency information broadcast requests:
 - 6.1. Formal Requests, which are further detailed in paragraphs 10 –18; and
 - 6.2. Informal Requests, which are further detailed in paragraphs 19 –20.
7. Each Party acknowledges that:
 - 7.1. this MoU does not address or contemplate advertising in any form,
 - 7.2. neither Party intends either Formal Requests or Informal Requests to be advertising;
and
 - 7.3. no Broadcaster will receive payment for any broadcast it makes under this MoU.
8. Each Party acknowledges that Broadcasters' regular news coverage remains at the discretion of the relevant Broadcaster's news editorial staff, and that Broadcasters may run special broadcasts during emergencies. Nothing in this MoU affects the editorial independence of the Broadcaster.
9. Broadcasters are invited to advise their audience that they are party to this MoU and during an emergency they will broadcast emergency messages. However, they must not state or imply they are "the" Civil Defence Emergency Management or NEMA broadcaster in their region, nor use their status as a MoU partner for commercial gain.

FORMAL REQUESTS

10. NEMA will make a Formal Request where NEMA considers it necessary to distribute an immediate message containing lifesaving or life-preserving information.
11. A Formal Request will be requested by NEMA and processed by Broadcasters as follows:
 - 11.1. An authorised person from NEMA, acting either on NEMA's behalf or on behalf of another Lead Agency, will provide to each Broadcaster with a "Request for the Broadcast of an Emergency Announcement" in the form set out in Appendix A (the '**Formal Request**').
 - 11.2. The Formal Request will specify:
 - (a) the name of the NEMA personnel making the request and the contact number of the then-current NEMA Duty PIM;
 - (b) that the request is an official "Request for the Broadcast of an Emergency Announcement" and should be broadcast under the terms of this MoU;
 - (c) the content of the message to be broadcast, which will include the nature and potential harm posed by the threat as well as relevant public safety information;
 - (d) the frequency at which the message should be repeated by the Broadcaster (either every 15, 30 or 60 minutes); and

- (e) targeted areas for broadcast – either ‘National’ or ‘Regional’ and specifying the relevant region (if appropriate), as set out in paragraphs 21-24 below.
- 11.3. If the Formal Request is not accompanied by a formal National Warning System message, each Broadcaster who receives the Formal Request must contact the NEMA Duty PIM as soon as practicable after the Broadcaster receives the Formal Request, to verify the request. Broadcasters may contact the NEMA Duty PIM to verify the request even where the Formal Request is accompanied by a formal National Warning System message.
- 11.4. As soon as a Broadcaster has verified the Formal Request, that Broadcaster will broadcast the emergency announcements as stipulated by NEMA in the Formal Request, including at the frequency stipulated in the Formal Request (a ‘**Formal Broadcast**’).
- 12. Parties to this MoU should receive Formal Requests through the National Warning System at the same time that digital and other public channels receive similar life safety messages.

CONTENT OF FORMAL BROADCASTS

- 13. The messages communicated in Formal Broadcasts will be issued to Broadcasters using concise, plain English describing key life, health, safety instructions and advice, and be delivered in an easy to read and easy to understand format that does not use language that could be perceived as advertising, social marketing or political messaging.
- 14. NEMA may request Broadcasters, where relevant capability exists, to voluntarily assist in disseminating targeted information to Māori and ethnic communities and/or in Te Reo Māori or the most appropriate language for the audience.

USE OF THE ‘CIVIL DEFENCE STING’ SIREN ALERT

- 15. Broadcasters may elect to precede each individual Formal Broadcast of life-safety and emergency messages with the ‘Civil Defence Sting’ siren alert.
- 16. Broadcasters may also use the ‘Civil Defence Sting’ siren alert for educational purposes, for example, as a sample sound to make its audiences aware of the alert.
- 17. The addition of the siren alert to an emergency broadcast is voluntary and may be played at the discretion of the Broadcaster. However, is only recommended for use in an event where:
 - 17.1. there is imminent danger to life or need for immediate action;
 - 17.2. urgent action (such as an evacuation) is required; and
 - 17.3. the emergency is in its early stages, or there have only been a few hours since the relevant event.

CEASING A FORMAL BROADCAST

- 18. The process for ceasing a Formal Broadcast is as follows:
 - 18.1. The national warning is cancelled or downgraded to a NWS advisory or an authorised person from NEMA, acting either on NEMA’s behalf or on behalf of another Lead Agency, will provide to each Broadcaster a “Request to Terminate the Broadcast of an Emergency Announcement” in the form set out in Appendix B, which will request that the Broadcaster stop broadcasting the relevant Formal Broadcast.

- 18.2. As soon as practicable after receiving the request under paragraph 18.1, the Broadcaster will verify any request to stop broadcast with the NEMA Duty PIM by making telephone contact with the NEMA Duty PIM set out on the relevant request to stop the Formal Broadcast.
- 18.3. As soon as practicable after verifying the request under paragraph 18.2, the Broadcaster will stop the Formal Broadcast.

INFORMAL REQUESTS

19. NEMA will make an Informal Request during emergencies that where the life safety risk is less urgent, or the duration of the emergency is protracted, and where there are significant but less urgent life health safety messages for the public (for example, a Covid-19 or foot and mouth disease outbreak). An Informal Request may be broadcast at each Broadcaster's discretion.
20. An Informal Request will be requested by NEMA and processed by Broadcasters as follows:
 - 20.1. An Informal Request does not have a specified format. Instead, NEMA's authorised personnel will contact the Broadcaster and request that the Broadcaster make a broadcast to the specifications that NEMA requests (the '**Informal Request**').
 - 20.2. The Informal Request will specify:
 - (a) the name of the NEMA personnel making the request and the contact number of the then-current NEMA Duty PIM;
 - (b) the nature and potential harm posed by the threat as well as relevant public safety information;
 - (c) the proposed content of the message to be broadcast, which will include the nature and potential harm posed by the threat as well as relevant public safety information;
 - (d) proposed targeted areas for broadcast – either 'National' or 'Regional' and specifying the relevant region (if appropriate), as set out in paragraphs 21-24 below;
 - (e) proposed frequency at which the message should be broadcast by the Broadcaster; and
 - (f) key information to be disseminated on social media channels.
 - 20.3. The messages communicated in Informal Broadcasts will use concise, plain English describing key life, health, safety instructions and advice, and be delivered in an easy to read and easy to understand format that does not use language that could be perceived as advertising, social marketing or political messaging.
 - 20.4. Following receipt of the Informal Request, the Broadcaster may (but is not required to) contact the NEMA Duty PIM to verify the request. The Broadcaster and the relevant NEMA personnel will agree on the content and frequency of the material that is to be broadcast by the Broadcaster.
 - 20.5. Once the Broadcaster and NEMA have agreed on the content and frequency of the message, the Broadcaster will broadcast that message in the form and for the duration agreed with NEMA ('Informal Broadcast'). NEMA and the Broadcaster may agree to amend the content and frequency of the Informal Broadcast from time to time.

- 20.6. The Broadcaster will stop the Informal Broadcast when NEMA (through its authorised personnel) requests it in writing.

TARGETED AREAS FOR BROADCAST

21. A Request will state whether the relevant broadcast is to be 'National' or 'Regional'.
22. If the Request states the broadcast is to be 'National', the resulting Emergency Broadcast must be broadcast on all networks and individual stations covered by this MoU. A Request will specify a 'National' target area for threats with potential national impact or urgent regional threats that warrant national broadcast because of urgency, uncertainty of the exact area of impact or other reasons assessed by NEMA personnel.
23. If the Request states the broadcast is to be 'Regional', the resulting Emergency Broadcast is only required to be broadcast in the region specified in the Request, but national broadcasting is also permitted. A Request will specify a 'Regional' target area for threats with a local/regional impact only.
24. NEMA acknowledges that RNZ, TVNZ and Whakaata Māori are only able to broadcast nationally. Those Broadcasters may broadcast Emergency Broadcasts with a 'Regional' target area at their discretion.

ONLINE CHANNELS

25. This MoU recognises that Broadcasters also operate digital communication channels, such as social media pages, apps and websites ('**Digital Communication Channels**').
26. Each Broadcaster will use reasonable endeavours to disseminate key information derived from the relevant Request on its Digital Communication Channels. A Broadcaster may edit an Emergency Broadcast for the purposes of dissemination on Digital Communication Channels at the discretion of the Broadcaster, but that Broadcaster must make all reasonable attempts to preserve the intent of the announcement, and the Broadcaster will use reasonable endeavours to make the full wording of the Emergency Broadcast available through its Digital Communication Channels, and/or to direct audiences to where official information can be found.
27. The frequency stipulated in a Formal Request does not apply to Digital Communication Channels, but as part of this MoU Broadcasters will update their Digital Communication Channels in a timely manner to reflect the key content of Request.

RESPONSIBILITIES

28. NEMA accepts the following responsibilities in relation to this MoU, and will:
- 28.1. Ensure that guidelines are drawn up (in both detailed and summary formats) that provide information to Broadcasters that will allow Broadcasters to act immediately in response to the arrival of Requests. In particular, the guidelines will be produced in a small wall poster format for display in studios. NEMA will date, update and/or replace the guidelines from time to time as necessary and provide the guidelines, along with any updated versions, to each Broadcaster for distribution. The guidelines will also be available online at www.civildefence.govt.nz.
- 28.2. Work with Māori entities and Māori to develop consistent Te Reo terminology for emergency management.
- 28.3. Make available copies of the civil defence siren 'Sting' to a Broadcaster, subject to that Broadcaster's compliance with paragraphs 15–17.

- 28.4. Establish methods by which NEMA will deliver Requests to a Broadcaster (e.g. by phone, email).
- 28.5. Ensure that each Request contains the information that this MoU requires to be set out in that Request, in a clear and appropriate manner.
- 28.6. Provide accurate and timely information in a Request, and update or terminate Requests as soon as practicable.
- 28.7. Ensure the message contained in a Request meets the standards set out in paragraph 13.
- 28.8. Maintain a list containing the contact particulars of the relevant Networks and Parties to this MoU.
- 28.9. Maintain a contact list of CDEM Group Public Information Managers that media can contact, on www.civildefence.govt.nz website.
- 28.10. Ensure that CDEM Managers and other Lead Agencies are informed of the contents of this MoU and are aware of the requirement to make any MoU Activation requests through NEMA personnel.
- 28.11. Assess the effectiveness of the arrangements established by this MoU through testing, exercising and real event applications. NEMA may do this by, for example, making arrangements to obtain and keep recordings of broadcasts related to emergencies, including but not restricted to the broadcast of alerts and warnings.
- 28.12. Make reasonable attempts to provide or facilitate sign language interpreters at press conferences to aid the dissemination of messages to hearing impaired and deaf persons.
- 28.13. Make reasonable attempts to facilitate annual online workshops with CDEM Groups as well as facilitating ad hoc face-to-face regional workshops as required.
- 28.14. Make reasonable attempts to have MoU Broadcasters invited to attend an Emergency Management Leadership Group meeting of the CDEM Group Managers once a year.
- 28.15. Make reasonable attempts to have MoU Broadcasters invited to attend a National PIM Coordination Group meeting once a year.
- 28.16. Issue an annual note and/or briefing to CDEM Group PIMs reminding them of MoU arrangements, updating them with any feedback from annual review, and providing up to date partner contacts for that region.
- 28.17. Make reasonable attempts to advocate, using available networks and levers, for effective media engagement between other response agencies and media.
- 28.18. Facilitate annual workshops or webinars to educate or update partners on hazard planning and response arrangements, with a primary focus on tsunamis.
- 28.19. Facilitate an annual emergency communications simulation exercise to test local and regional contacts and information flow.
- 28.20. Maintain the arrangements set out in this MoU and convene meetings to review them at least annually, and as often as NEMA deems necessary.
- 28.21. Execute all of its duties in this agreement with regards to the Crown's obligations under the Treaty of Waitangi and the provision of emergency information.

BROADCASTERS' RESPONSIBILITIES

29. Each Broadcaster accepts the following responsibilities in relation to this MoU:

- 29.1. Broadcast verified Emergency Broadcasts on the following national networks and/or local stations that reach affected areas, as appropriate for that Broadcaster (each a 'Network'):

Broadcaster	Relevant Network/Station
RNZ	RNZ National and RNZ Concert (FM/AM). RNZ is only able to broadcast nationally but will broadcast announcements on an event of regional significance at its discretion. Radio New Zealand International (shortwave) – aimed at the Pacific (as appropriate)
RBA	RBA network and local radio stations. Current Members listed on the RBA Website.
CAMA	12 access media stations that make up the Community Access Media Alliance
TVNZ	TVNZ network
Whakaata Māori	Whakaata Māori
Te Whakaruruhau o Ngā Reo Irirangi Māori (National Iwi Radio Network)	21 stations run by local iwi, that make up Te Whakaruruhau o Te Reo Irirangi Māori - a federation that enables station collaborations and network operations.

- 29.2. Maintain arrangements to receive and action Requests at all hours on the Networks.
- 29.3. Make every reasonable attempt to broadcast and relay verified Emergency Broadcasts within the timeframe and in the manner set out in the relevant Request.
- 29.4. Provide NEMA with up-to-date contact details of the relevant person who has authority for that Broadcaster to receive Requests.
- 29.5. Recognise that NEMA, together with CDEM Groups, is New Zealand's official source of emergency notifications. This does not preclude broadcasters from broadcasting or publishing information from other sources, but only notifications from NEMA or CDEM Groups may be portrayed as official Aotearoa New Zealand notifications.
- 29.6. Make reasonable attempts to establish and maintain local relationships with regional CDEM Group and emergency management agency Public Information Managers.
- 29.7. Ensure that dissemination of the announcement on online channels is clearly identified and/or marked as an official advice and/or warning, and distinct from general news coverage.

- 29.8. Where the Broadcaster is a television broadcaster, use reasonable endeavours to utilise closed captions and/or 'news tickers' to aid distribution of Emergency Broadcasts to hearing impaired and deaf people.
30. NEMA will not hold Broadcasters responsible or liable for any expenses, harm, damage (direct or indirect) or liability including BSA complaints, whether in law, tort or equity, incurred by NEMA or by any third parties as a result of any Emergency Broadcasts (including their timing, contents and frequency) that are broadcast pursuant to verified Requests.

BROADCASTERS TO REFRAIN FROM CERTAIN ADVICE OR ACTIONS

31. The Broadcasters agree in principle that they have a social responsibility to help promote public safety, and to not disseminate misinformation, or incite otherwise avoidable alarm or the deterioration of public order.
32. As such, each Broadcasters agrees to take into consideration this responsibility when presented with the opportunity to broadcast any advice and/or information that conflicts with NEMA advice and/or information contained in an Emergency Broadcast.
33. For example, if presented with third party claims that the risk of an impending tsunami or other hazard is greater or lesser than that stated by NEMA, the Broadcaster will weigh the public interest of broadcasting this information against the potential of such a broadcast to endanger members of the public, and/or incite otherwise avoidable alarm, misinformation or the deterioration of public order.
34. If the Broadcaster chooses, with regard to the above and to its obligations under the Broadcasting Standards Act 1989, to broadcast safety advice or information that conflicts with NEMA advice and/or information, it will use reasonable endeavours to ensure that NEMA has a reasonable opportunity to respond.

RELATIONSHIP MANAGEMENT

General

35. The Parties agree to:
- 35.1. act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other,
 - 35.2. discuss matters affecting this MoU or the provision of emergency broadcasts, whenever necessary,
 - 35.3. notify each other immediately of any actual or anticipated issues that could significantly impact on the provision of emergency broadcasts or receive media attention, and
 - 35.4. comply with all applicable laws, regulations, and codes of conduct.
 - 35.5. participate in an annual meeting of all MoU partners to review the working of the MoU, raise issues for discussion and resolution, and identify opportunities to strengthen arrangements.
 - 35.6. regard the MoU as a "living document", and that changes can be proposed any time by any partner, and agreed by consensus of all Parties.
36. Each Party undertakes to:
- 36.1. provide the other Party with any information that the other party has reasonably requested to assist with this MoU, and
 - 36.2. make decisions and give approvals reasonably required by the other Party to assist with this MoU. All decisions and approvals must be given within reasonable timeframes.

MoU Managers

37. Each Party will appoint a MoU Manager who will be responsible for managing this MoU on behalf of one of the relevant Party, including:
 - 37.1. managing the relationship between the Parties;
 - 37.2. overseeing the effective implementation of this MoU; and
 - 37.3. acting as a first point of contact for any issues that arise.
38. The MoU Manager and the address for notices for each Party.
39. If a Party changes its MoU Manager, it must notify each other Party in writing of the name and contact details of the replacement MoU Manager.
40. The Parties note that the provisions of this MoU are publicly available and subject to any disclosure of information required by the Official Information Act 1982 and the Privacy Act 1993 or any parliamentary or constitutional convention.

ISSUE ESCALATION

41. If a dispute arises in relation to this MoU that cannot be resolved promptly by the MoU Managers, each Party agrees to initiate discussions between senior management of each Party that is involved in the dispute. If those discussions do not resolve the matter within six months, the matter will be escalated to the Chief Executives of the relevant Parties for resolution.

TERMINATION

42. A Party may terminate this MoU in respect of itself at any time by written notice to each other Party.
43. NEMA may terminate this MoU for all Parties at any time by written notice to each other Party.
- 44.

