



5<sup>th</sup> November 2024

[Redacted]

Ref: OIA-2024/25-0270

Dear [Redacted]

**Official Information Act request relating to information sharing with social media platforms (NEMA)**

Thank you for your Official Information Act 1982 (the Act) request received on 22 September 2024. You requested:

- “1. Does National Emergency Management Agency pay for advertising services on the Facebook, Instagram, LinkedIn, Google, Tik Tok or other digital platform?*
- 2. If National Emergency Management Agency uses advertising services on digital platforms as above, does (or has) the agency created "custom audience" lists as part of those campaigns?*
- 3. Has any person from National Emergency Management Agency had any meetings, whether in person, by videoconference or other method, with any representative from Meta, Google, LinkedIn, Tik Tok, or any other digital advertising platform in the last 12 months?*
- 4. Please provide any correspondence, e-mail, document, or record held by National Emergency Management Agency on the subject of custom audience lists, advertising on Meta, Face book, Instagram, Google, Tik Tok or any other platform for the period 1 September 2024 and today.”*

*(Please note to enable an efficient response we have chosen not to detail the subsections included in your request. We acknowledge and intend to reply to all aspects of your request in our finalised response. For clarity this release of information pertains to a request for legal documentation in relation to part one of your original request.)*

The time frame for responding to your request was extended, under section 15A of the Act by eight working days because it necessitated consultations to be undertaken before a decision could be made on the request. On 31 October 2024 you were notified of a decision on your request and informed that there was one remaining document in scope undergoing final consultation with an external third party. Following this consultation, I am now in a position to respond as follows.

I have decided to release the relevant parts of the document listed below, subject to information being withheld as noted. The relevant grounds under which information has been withheld are:

- section 9(2)(a), to protect the privacy of individuals;
- section 9(2)(b)(ii), to protect the commercial position of the person who supplied the information, or who is the subject of the information;
- section 9(2)(h), to maintain legal professional privilege

|           |                                       |
|-----------|---------------------------------------|
| 4/11/2021 | NEMA Contract/Variation Approval Form |
|-----------|---------------------------------------|

You have the right to ask the Ombudsman to investigate and review my decision under section 28(3) of the Act.

This response will be published on the Department of the Prime Minister and Cabinet website during our regular publication cycle. Typically, information is released monthly, or as otherwise determined. Your personal information including name and contact details will be removed for publication.

Yours sincerely



Stefan Weir  
**Chief of Staff**



**DP:** Click to enter TechOne contract number (if known)

## NEMA CONTRACT/VARIATION APPROVAL FORM

1. **No** contracts or variations to contracts are to be entered into without this form first being completed.
2. Complete this form for all new contracts, variations to existing contracts, statements of work, orders and other contracts and provide to the NEMA Contract Signatory.
3. Enter the details of the contract into the TechnologyOne contract management module. Provide a copy of the signed form and signed contract to the Legal team ([legal@dpmc.govt.nz](mailto:legal@dpmc.govt.nz)).
4. The contract should not start prior to all parties signing it.

### Section A : Contract details

|  |  |  |
|--|--|--|
| <b>Name of contract:</b><br><i>(if a variation, include name of original contract and its contract number)</i> | <b>Relating to NEMA Advertising Services (2021/22 – 2025/26)</b>   |  |
| <b>Legal name of Supplier:</b>   | VMLY&R Ltd.  |  |
| <b>Value:</b><br><b>(excluding GST)</b>  | Value of this contract or variation  | <b>\$ 0</b> (estimated value of briefs under this work: 6,000,000) |
|  | Total value of contract including all variations (if applicable)   | \$ As above  |
|  | Value of previous contracts with the Supplier for the same or similar services (excluding this contract/variation)<br><b><i>If there are similar services, please list background details in section B below</i></b> | \$5,347,399  |

### Section B : Description, need and commercial risks

**Summarise intended services and why the services are needed, including whether an employee could instead provide the services. Explain any commercial risks.**

A procurement plan for NEMA advertising services was agreed on 12 July 2021. An RFP tender process was carried out in September 2021 to ensure we are working with the most suitable Advertising Services Supplier.

Four suppliers presented their Pitch to the Evaluation Panel week commencing 13th September 2021. The evaluation of the Pitch responses has been carried out as per the procurement plan and Government Procurement Rules & principles

VMLY&R Ltd. was selected as the preferred supplier as outlined in the Tender Recommendation Report.

**Required services**

NEMA is managing promotional campaigns addressing disaster preparedness amongst the New Zealand public. Procurement of advertising services and media coverage are required to raise public awareness. This procurement covers future promotional campaigns e.g. NZ ShakeOut (the national earthquake drill), the nationwide test of Emergency Mobile Alert, NEMA's Long or Strong, Get Gone tsunami safety campaign, and, Get Ready / Emergency Preparedness campaign.

The total whole of value for this procurement is comprised of the estimated value of services required for the next five years: The total whole of life value for this procurement is estimated up to \$6,000,000.

Note: The estimate in this plan allows for the potential growth of NEMA's deliverables. Spend will be approved as part of the annual budget process.

The parties have agreed an Advertising Services Order (ASO) that has a term of 5 years. The ASO will not have a value registered against it. At the start of each year, the Supplier and NEMA will agree a Creative Brief/job order that sets the maximum budget and services for that year.

A separate CAF will be approved for each Creative Brief to demonstrate that there is budget for the services and the spend has been approved by the person with delegated financial authority.



**Requirement to source externally**

We are not able to provide the creative and media services provided by VMLY&R Ltd.

**Similar services**

NEMA and the Supplier have developed a healthy and sustainable business relationship over the past 6 years and have previous contracts with the Supplier for services valued at \$5,347,399. The Supplier is well familiar with the NEMA business operations and provide high value add contributions to the promotional public campaigns NEMA is responsible for. As noted above, this engagement of the Supplier followed a competitive RFP process.

**Commercial Risks**

| Identified Commercial Risks                          | Mitigation  |
|--|---|
| Supplier is unable to provide the required services. | NEMA is not obligated to spend money with the supplier and has the option to form a contract with another supplier. |

**Section C : Procurement approach**

**Explain the method of procurement followed and how NEMA is assured it is getting value for money.**

a. Procurement method followed:

Secondary procurement from AoG panel. A competitive selection process was undertaken whereby four suppliers on the panel presented a pitch to the evaluation panel.

b. Value for money assessment:

The Supplier is being engaged under the AOG panel and NEMA will receive the services at the Supplier's agreed AOG rates. Price was an assessment criteria for the evaluation panel taking into account the total costs over whole of the duration of contract, Public value and the supplier's understanding and contribution to the NZ Government's broader outcomes.

c. Compliance with Government Procurement Rules and our policy:

If this contract/variation (using a whole-of-life approach) **including all variations** is valued at \$100,000 or more, confirm that it complies with the DPMC [Procurement Policy](#) and the [Government Procurement Rules](#)

**(Note: Even if the opportunity is not openly advertised, remember that the award of the contract must be notified on GETS.)**

YES

**Section D : Contract approval**

**1. Contract Manager**

**Not to be the Contract Signatory unless approved by the Corporate Legal Services Manager and a NEMA Deputy Chief Executive**

**Contract Signatory**

1. I propose the following Contract Signatory for this contract/variation:

Name: Dave Gawn

Position: Chief Executive

If contract signatory is the Chief Executive, a NEMA Deputy Chief Executive also needs to sign section D3.

**Contract Manager**

2. I acknowledge that, as the Contract Manager, I am responsible for:

- Monitoring deliverables in order to ensure that they are delivered in accordance with the terms of this contract;
- Ensuring that invoices are checked for accuracy prior to being submitted for payment; and
- Planning for any necessary variations to this agreement with sufficient lead-in time.

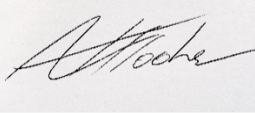

YES

**Conflict check**

3. I have checked whether the Supplier and any NEMA staff involved with the Supplier in relation to this contract/variation (including me) have any conflicts of interest and:

**No Conflicts of Interest Declared**



|   |   |  |
|---|---|--|
| <b>Security and Workforce Assurance Checks</b>  | <p>4. I have checked whether the Supplier and any DPMC staff involved with the Supplier in relation to this contract/variation (including me) have any conflicts of interest and:</p> <p>5. <b>If yes, please insert iManage number to where the Conflict of Interest Management Plan is located, if applicable</b></p> | <p>NO<br/><b>If 'yes', you must also complete Appendix 2</b></p>           |
| <b>Health &amp; safety Checks</b>   | <p>6. The Supplier's staff will be physically present on NEMA premises or any other location over which NEMA exercises control or influence (e.g. a hired venue) and I have completed the required health and safety checks.</p>  | <p>NO<br/><b>If 'yes', you must also complete Appendix 3</b></p>           |
| <b>Delegations</b>  | <p>7. I confirm that the person named as the Contract Signatory has delegated authority to sign this contract/variation (refer financial <a href="#">Delegations Policy</a>)</p> <p>8. The cost code for the contract is:</p>   | <p>YES<br/><b>Shakeout: 37-853-2530</b><br/><b>Pub Ed. 83-853-2530</b></p> |
| <b>Signature:</b>   | <p>Name: Andy Hammond-Tooke<br/>Position: Team Leader, Public Education and Digital</p> <div style="text-align: center;"> <br/>       Signature: _____ Date: 04/11/2021     </div>  |  |
| <p><b>2. DPMC Legal</b><br/><b>Legal review is required to review all contracts and approval forms where:</b></p> <ul style="list-style-type: none"> <li>- <b>The whole of life value of the contract (i.e. contract + all variations) exceeds \$50,000</b></li> <li>- <b>The contract is on the Supplier's Terms and Conditions;</b></li> <li>- <b>Changes are proposed to the Terms and Conditions of the Government Model Contract Templates</b></li> <li>- <b>The contracts is for legal services.</b></li> </ul> |   |  |
| <u>Legal review:</u> Contract documentation has been reviewed by DPMC Legal   | YES   |  |
| <u>Procurement:</u> The procurement approach in section C is in accordance with DPMC's Procurement Policy   | YES<br><b>if 'no', explain below</b>  |  |
| <b>Comments from Legal, including any significant legal risks</b>   | <p>s 9(2)(h)</p> <div style="background-color: #cccccc; height: 150px; width: 100%;"></div> <p><b>Note: The contents of this box may be subject to legal professional privilege</b></p>   |  |
| <b>DPMC Legal</b>   | <p>Name: Charlotte Haigh<br/>Title: Solicitor</p> <div style="text-align: center;"> <br/>       Signature: _____     </div>  |  |



**3. Contract Signatory**


**Not to be the Contract Manager unless the Deputy Chief Executive (or Corporate Legal Services Manager) has approved**

As the contract signatory (or, if the Chief Executive is the contract signatory, a NEMA DCE) I confirm that:

|   |            |
|---|------------|
| a. The contract value is within my budget allocation.                                       | <b>YES</b> |
| b. The expenditure is necessary and for a purpose within the scope of a NEMA appropriation. | <b>YES</b> |


|  |  |
|--|--|
| <b>Comments from Contract Signatory /NEMA DCE (if any)</b> | This is being signed by the Deputy Chief Executive, Emergency Management given the absence of the Deputy Chief Executive, Strategic Enablement |
|--|--|

I RECOMMEND FOR APPROVAL this commitment to expenditure and accept the risks described above  
*(if the Chief Executive is the Contract Signatory, the NEMA DCE "RECOMMENDS FOR APPROVAL"):*

|  |   |
|--|---|
| <b>Contract Signatory (or ELT member, if Chief Executive is the Contract Signatory):</b> | Gary Knowles<br>Deputy Chief Executive<br> |
|--|---|

**To be completed only if the Chief Executive is the Contract Signatory**

I APPROVE this commitment to expenditure and accept the risks described above.

|                        |   |
|------------------------|---|
| <b>Chief Executive</b> | Dave Gawn<br>Chief Executive<br> |
|------------------------|---|

Released Under The Official Information Act 1982



## Appendix 1: Contract Approval – MBIE and Select Committee Reporting

*This appendix is to be completed for all contract/variation approvals*

| <i>These details are required for MBIE and Select Committee reporting purposes.</i>   |  |
|---|--|
| <b>Commencement Date</b><br>Date work is to be commenced, if different from contract start date   | 1 December 2021  |
| <b>Hourly Rate</b><br>Maximum hourly rate and daily rates charged under contract (if specified)   | AoG rates.   |
| <b>Consultant or Contractor?</b> <sup>1</sup>   | N/A  |
| <b>Nature of Service</b>  | Communications   |
| <b>AOG Panel?</b><br>Have you chosen a Supplier who is <b>not</b> on an AOG Panel, despite the services being able to be provided via an AOG Panel? | NO<br><b>If 'YES', provide reasons below</b><br>Reason for choosing an off-panel Supplier:<br>Merchandise. No applicable panel |
| <b>Further work?</b><br>Is there any proposal for further work following the work described in this contract?                                       | NO   |
| <b>Report prepared?</b><br>Will a report be prepared or delivered as a result of the consultancy or contract?                                       | NOT APPLICABLE<br><b>If 'YES', provide details below</b><br>Details of report to be prepared:<br>Click to insert details.      |
| <b>Māori business</b><br>Is the Supplier a Māori business <sup>2</sup> ?  | NO   |

### <sup>1</sup> Notes on the use of this form:

**A Contractor** is an individual who is either hired to perform duties that would normally be provided by an existing staff member, either in their normal day-to-day duties, or on a project. The contractor is under the direct supervision of the client. The client is responsible for managing any risks associated with the contractor's work, including timeliness of delivery, quality assurance and wider performance management. The client will generally purchase a set amount of time from the contractor. Under these circumstances, this constitutes a recruitment service for the provision of a contractor and will usually be covered by this AoG External Recruitment Services contract.

**A Consultant** is defined as a company or an individual where service provision is linked to a defined outcome, typically with remuneration linked to agreed milestones, or deliverables, and where supervision of the individuals is the function and responsibility of the consultancy organisation (or shared with the client). The consultant and/or the company from which they come are ultimately responsible for ensuring quality, timely delivery and performance management of individuals. The consultant(s) may or may not be located at the client's offices. In many cases while an agreed amount of time may have been negotiated (e.g. a certain time to be on-site per week), a consultant is likely to work, and be paid, only for the hours the client requires. Consultancy is covered by the AoG Consultancy Services contract.

### For further guidance, see:

<https://www.procurement.govt.nz/assets/procurement-property/documents/consultancy-services/consultant-vs-contractor-how-to-tell-the-difference.pdf>

<sup>2</sup> A **Māori business** for government procurement purposes is:

- one that has at least 50% Māori ownership or
- a Māori Authority as defined by the Inland Revenue Department.



## Appendix 2: Security and Workforce Assurance Checklist<sup>3</sup>

*This appendix is to be completed by the Contract Manager if the Supplier or its personnel:*

1. *Will have unsupervised access to any non-public areas of NEMA premises; and/or*
2. *Require particular qualifications/licences/current memberships or governing authorities in order to be able to deliver the services;*
3. *Will be issued with access cards to NEMA premises or be given login access to any NEMA ICT system (including a NEMA social media/web account)?*

### 1. Pre-Employment Checks

Pre-employment checks **must** be completed for all individuals as detailed in [DPMC's Recruitment and Selection Policy](#).

The pre-employment checks must include:

- Identity verification as per DIA standards for evidence of identity
- Confirmation of nationality/citizenship
- Confirmation of right to work in New Zealand
- Criminal records check (Ministry of Justice check).
  - For Government House contracts, complete the Police vetting form instead.
- Confirmation of employment history, and character references (through personal contact with referees), in accordance with the [template referee check](#).

**Once completed, information collected during this process must be saved in an appropriately secure location.**

|  |                       |
|--|-----------------------|
| <b>Have you completed all necessary pre-employment checks?</b> | <b>Not Applicable</b> |
|--|-----------------------|

### 2. Qualification Checks

If the contract relates to services that require qualification, licencing and/or registration with a governing authority (e.g. current practicing certificate for legal services), evidence of qualification/licence/current membership should be obtained.

**Please detail or insert iManage number for where any further information is available, if applicable**

Click to insert details of where further information can be located (include iManage number).

|   |                       |
|---|-----------------------|
| <b>Have you completed any necessary qualification checks?</b> | <b>Not applicable</b> |
|---|-----------------------|

### 3. Security Checks

If the Supplier or its personnel will have unsupervised access to DPMC information, security checks must be completed.

If information is accessed on DPMC premises, pre-appointment checks **must** be completed for each individual as detailed in [DPMC's Recruitment and Selection Policy](#).

If information is to be accessed away from DPMC premises, it **must** be handled and stored consistent with [Government Requirements](#).

If the Supplier or its personnel will be exposed to information classified ~~CONFIDENTIAL, SECRET or TOP SECRET~~, you must first ensure that individuals already hold or are eligible to apply for the relevant national security clearance.

**If you have any questions about this requirement, please contact [security@dpmc.govt.nz](mailto:security@dpmc.govt.nz) or speak to the Chief Security Officer. Please detail or insert iManage number for where any further information is available, if applicable**

Click to insert details of where further information can be located (include iManage number).

|  |                       |
|--|-----------------------|
| <b>Have you completed all necessary security checks?</b> | <b>Not applicable</b> |
|--|-----------------------|

#### <sup>3</sup>Notes on the Use of this Checklist:

**Exceptions:** There are no exclusions from the above security policies. Exceptions may be granted to meet new or changed business requirements when there is a justifiable business need. Requests for exceptions to any security policy must be submitted to the CSO using the [Request for Exception to Security Policy](#) form.

**Additional requirements:** The Contract Manager is responsible for ensuring that the Supplier understands their:

- general responsibilities to adhere to DPMC's security policies
  - specific responsibilities to protect themselves, their Personnel, other NEMA staff, the public, physical items and/or official information.
- Before starting the contract, the Contract Manager must also ensure that the Supplier and its personnel receive:
- copies of relevant DPMC security policies, procedures and guidelines
  - security awareness training consistent with the role and location they will be operating in.

Security training can be organised by contacting your Business Unit Security Representative (BUSR) or by emailing [security@dpmc.govt.nz](mailto:security@dpmc.govt.nz).





## Appendix 3: Health and Safety Checklist

*This appendix is to be completed by the Contract Manager if the Supplier or its personnel will be physically present on any NEMA premises, or any other location over which NEMA exercises control or influence for the purposes of services provided under this contract.*

If you have any questions about this checklist, please contact [healthsafetyandsecurity@dpmc.govt.nz](mailto:healthsafetyandsecurity@dpmc.govt.nz) or your health and safety representative.

### 1. Health and Safety Induction

If the Supplier or its personnel will be physically present on any DPMC premises, or any other location over which DPMC exercises control or influence then the Contract Manager is responsible for ensuring that an appropriate health and safety induction is undertaken for each person.

**Have you made arrangements for an appropriate health and safety induction to be given to all personnel?** N/A

### 2. Overlapping Obligations

DPMC has an obligation to consult, cooperate and coordinate with Suppliers with whom it has overlapping health and safety duties, such as those who will be present on DPMC premises. It is the responsibility of the Contract Manager to ensure that the health and safety approach taken by Suppliers is appropriate, is consistent with DPMC policy and ensures the safety of DPMC personnel, Supplier Personnel and others.

**Have you consulted/cooperated/co-ordinated with the Supplier to ensure that any health and safety risks in relation to the services provided under this contract are addressed appropriately?** N/A

**Explain what steps have been taken in this regard:**

Explain what consultation/cooperation/coordination has been undertaken. E.g. a management plan (include iManage number) or the contract contains specific clauses pertaining to health and safety.

# AoG Advertising Services – Advertising Services Order (ASO)

## Part A

For Participating Government Agency (the Client) to complete and send to Provider.

|                           |  |                                 |  |
|---------------------------|--|---------------------------------|--|
| Date: 08/11/21            |  | Service Reference or ASO Number |  |
| Project or Campaign Name  | Advertising and media services for promotional campaigns addressing disaster preparedness. |                                 |  |
| Government Agency Name    | National Emergency Management Agency   |                                 |  |
| Contact Name              | Anthony Frith  |                                 |  |
| Contact Title             | Communications Manager   |                                 |  |
| Contact Email             | <a href="mailto:Anthony.Frith@nema.govt.nz">Anthony.Frith@nema.govt.nz</a>                 |                                 |  |
| Contact Phone             | s 9(2)(a)  |                                 |  |
| Authorisation Required by | Chief Executive  |                                 |  |
| Provider Name             | VMLY&R Limited   |                                 |  |
| Provider Contact Name     | s 9(2)(a)  |                                 |  |
| Provider Email            | s 9(2)(a)  |                                 |  |

### Government Agency to Complete

#### Schedule of Services

*Briefly outline the services you are requesting from Provider. For example, Strategy and advice; Creative concept development; Production and design; Media strategy, planning and buying; project management; Measurement, reporting and analysis of campaign effectiveness etc.*

The National Emergency Management Agency (NEMA) is managing promotional campaigns addressing disaster preparedness amongst the New Zealand public. The Provider will deliver advertising services and media coverage to raise public awareness, including the following services:

- Strategy, project management in respect to media, creative, design and other contracted work.
- Creative and production services, concept development, copy, and art direction.
- Management of production processes for all advertisements from concept to delivery for television, radio, press, print, online/digital, outdoor, mobile and other emerging media channels.

- Media services.  
The specific services for each year of delivery will be set out in the Creative Brief/job order for each year.

## Basis of Engagement

Specify the basis of engagement for these services. For example:

- One off campaign or project
- Multi-stage campaign
- Partnership arrangement
- A sub group of providers for ongoing requirements

This covers an ongoing arrangement to assist in future public education campaigns e.g. NZ ShakeOut (the national earthquake drill), the nationwide test of Emergency Mobile Alert, NEMA's Long or Strong, Get Gone tsunami safety campaign, and, Get Ready / Emergency Preparedness campaign.

The engagement will also include an annual strategic development session with VMLY&R's "Brain Trust" attended by the Manging Director, Behaviour Change Expert, WPP Chief Strategy Officer, and Senior Strategic Planner.

## Timing/Timeframes

Indicate the timeframe of engagement or where appropriate commencement dates of campaign or projects.

NEMA will engage with VMLY&R on an ongoing basis and work with them proactively to schedule public educations campaigns throughout each financial year until 30 June 2026 at which point this ASO will expire.

## Indicative Budgets

Set out campaign or project budgets or annual budget [if known].

At the start of each financial year NEMA will complete a Creative Brief on the form in Appendix A to inform the Supplier of the maximum budget for that year. The Supplier may only invoice NEMA for under a Creative Brief and must ensure that services delivered do not exceed the maximum budget set under the Creative Brief. Any increase to this budget must be agreed by both parties and recorded as a variation to the Creative Brief. Actual payment for services under each Creative Brief entered into under this ASO will be calculated in accordance with the Provider's rate card.

**The Provider's rate card is as follows:**

| <u>Resource</u>                             | <u>Rate/hr</u> |
|---|----------------|
| <b>Management</b><br>Managing Director      | s 9(2)(b)(ii)  |
| <b>Planning</b><br>Senior Strategic Planner |                |

Digital Strategy  
Strategic Planner

s 9(2)(b)(ii)

**Account Service**

General Manager  
Client Services Director  
Senior Account Director  
Account Director  
Senior Account Manager  
Account Manager  
Account Executive

**Creative**

Executive Creative  
Director  
Creative Director  
Senior Art Director  
Senior Copywriter  
Intermediate Art Director  
Intermediate Copywriter  
Junior Art Director  
Junior Copywriter  
Traffic Manager

**TV/Radio**

Senior Producer  
Mid Weight Producer  
Junior Producer  
Motion Graphics 3D Artist

**Digital Production**

Head of Digital  
Digital Executive Producer  
Digital Producer  
Senior Digital Designer  
Digital Designer  
Digital Developer  
Junior Developer

**Studio**

Head of Design  
Designer  
Studio Supervisor  
Mac Operator  
Retouching

**Print Production**

Print Manager

**Media**

General Manager  
Trading Director  
Business Director  
Digital Media Planner  
Senior Media Planner

Released Under The Official Information Act 1982

s 9(2)(b)(ii)

Media Planner  
Community Manager  
Digital Search Specialist  
Senior Buyer  
Junior Buyer

### Additional Information

*If alternative pricing required such as monthly retainer, fixed fee, Performance measures or special requirements outline here.  
Note: Any completed briefs and cost estimates may be referenced as appendix to this ASO.*

N/A

### Health and Safety Considerations

*Set out any health and safety considerations for this engagement.*

The services will be delivered off site i.e. the Provider does not need to work from NEMA's offices. The Provider must ensure that its Personnel that are engaged in the performance of the services comply with all health, safety, security and other policies reasonably required by NEMA. We expect the provider to comply with the Health & Safety requirements as stated in the New Zealand Government supplier code of conduct and the Provider's commitments in the AoG Advertisement Supplier Panel agreement with MBIE.

## Part B

### Provider Acceptance.

#### Conflict of Interest Declaration

I, s 9(2)(a) have made diligent inquiry whether VMLY&R Limited has any actual, potential or perceived Conflict of Interest were it to provide the Services described in this Advertising Services Order and I have disclosed any actual, potential or perceived Conflict of Interest and how it will be managed below:

NIL

#### Additional Information Required and/or Assumptions Made

NIL

### Provider Acceptance

Provider agrees to deliver to the schedule of services under the basis of engagement as outlined in Part A of this ASO.

**Name of Authorised Signatory** s 9(2)(a)

**Signature** s 9(2)(a)

**Date** 01/12/21

---

## Part C

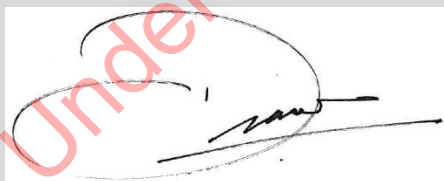
### Government Agency Acceptance.

#### Government Agency Acceptance

Client acknowledges any conflicts of interest in Part B and appoints the above-named provider to undertake the services under the basis of engagement as outlined in Part A of this ASO and any appended documents signed and referenced to this ASO.

**Name of Authorised Signatory** Dave Gawn, NEMA Chief Executive

**Signature**



**Date** 15 December 2021

Please send the link below to your agency contacts to complete after each engagement. For long engagements, we recommend sending this at key milestones to seek feedback throughout the engagement.

<https://www.research.net/r/ClientSatisfactionSurvey-AoGcontracts-ASO>

## Appendix A: AoG Advertising Services – Creative Brief Template

For Participating Government Agency (the Client) to complete and send to Provider.

|                                 |   |  |  |
|---------------------------------|---|--|--|
| <b>Date</b>                     |   | <b>Service Reference or ASO Number</b> |  |
| <b>Project or Campaign Name</b> | <b>Advertising and media services for promotional campaigns addressing disaster preparedness.</b> |  |  |
| <b>Government Agency Name</b>   | <b>National Emergency Management Agency</b>   |  |  |
| <b>Contact Name</b>             | Anthony Frith   |  |  |
| <b>Contact Title</b>            | Communications Manager  |  |  |
| <b>Contact Email</b>            | <a href="mailto:Anthony.Frith@nema.govt.nz">Anthony.Frith@nema.govt.nz</a>                        |  |  |
| <b>Contact Phone</b>            | +64272688463  |  |  |
| <b>Provider Name</b>            | <b>VMLY&amp;R Limited</b>   |  |  |
| <b>Provider Contact Name</b>    | s 9(2)(a)   |  |  |
| <b>Provider Email</b>           |   |  |  |

### Requirement/Purpose of the Brief

*What do you want?*

*Example – brand identity, media strategy, communications plan.*

*Outline your objectives, introduction to the brand, sector, product, service to be launched/repositioned/put online...*

### Creative Strategy and Support

*What is the overall message you are trying to convey to your target audience?*

*Why is this important to the customer?*

*How will you convey the overall message?*

*How will you measure the success of the final project?*

## Target Audience and Ideal Response

Who is the end user, beneficiary or demographic?

What do we want the target to think, feel and believe?

What do we want the target do as a result?

## Timing & Budgets

State deadlines, timings, critical dates here.

Budget breakdown

Do you have a budget? Does this cover all aspects and components of the project/campaign?

Eg: Research, strategy, concept development, production, media.

## Provider Acceptance

Provider agrees to deliver to the schedule of services under the basis of engagement as outlined in Part A of this ASO.

Name of Authorised Signatory **Here**

Signature

Date

## Government Agency Acceptance

Client acknowledges any conflicts of interest in Part B and appoints the above-named provider to undertake the services under the basis of engagement as outlined in Part A of this ASO and any appended documents signed and referenced to this ASO.

Name of Authorised Signatory

Signature

Date