

**Season One  
Memorandum of Understanding  
for the 5% Uplift**

in relation to the production of

**an Untitled Amazon Project**

between

The Ministry of Business, Innovation and Employment

New Zealand Tourism Board

New Zealand Film Commission

Amazon Studios LLC

GSR Productions Limited

**SEASON ONE  
MEMORANDUM OF UNDERSTANDING**  
in relation to the making of  
**an Untitled Amazon Project (UAP)**

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1 **DATED** 2020

2

3 **BETWEEN:**

4 1. The Ministry of Business, Innovation and Employment (**MBIE**);

5 2. New Zealand Tourism Board, a Crown entity established under the New Zealand Tourism Board  
6 Act 1991 (**TNZ**);

7 3. New Zealand Film Commission, a Crown entity established under the New Zealand Film  
8 Commission Act 1978 (**NZFC**);

9 4. Amazon Studios LLC, a limited liability company registered in California, USA, with registration  
10 number 2020814, having its principal office at Santa Monica, California, USA (**Amazon**); and

11 5. GSR Productions Limited, a limited liability company registered in New Zealand with company  
12 number 7427481 (NZBN 9429047424791) (**GSR**).

13 **RECITALS:**

14 A. On or about the date of this Season One MoU, the parties have entered into the Series MoU.

15 B. The Series MoU contemplates that the parties will enter into a Season MoU in respect of each  
16 Season to which the Series MoU relates.

17 C. This Season One MoU is the Season MoU for the first Season of the Series.

18 **IT IS AGREED:**

19 **1. INTERPRETATION**

20 **1.1 Defined terms:** In this Season One MoU, unless the context otherwise requires:

21 **Season One** means the first Season of the Series; and

22 **Season One MoU** means this Season One Memorandum of Understanding;

23 **1.2 Interpretation:** In this Season One MoU, unless the context otherwise requires:

24 (a) terms defined in the Series MoU have the same meaning in this Season One MoU; and

25 (b) clauses 1.2 and 8 of the Series MoU apply to this Season One MoU as if set out in full in  
26 this Season One MoU and as if references in those clauses to "Series MoU" refer to  
27 "Season One MoU".

28 **2. SEASON ONE ACTIVITIES AND DELIVERABLES**

29 **2.1 Core activities and key deliverables:** The core activities of the Partnership, and the key  
30 deliverables of the Partnership under this Season One MoU will be:

31 (a) the New Zealand Branding Activities set out in Schedule 1;

32 (b) the Innovation Programme set out in Schedule 2;

33 (c) the Screen Sector Programme set out in Schedule 3;

34 (d) the Innovation Fund set out in Schedule 4 of the Series MoU, which will support Season  
35 One MoU deliverables, initiatives and activities in the other Schedules; and

36 (e) such other deliverables, initiatives and activities as the parties agree in writing from time  
37 to time, whether by way of an amendment to the Series MoU or to this Season One  
38 MoU.

39 **3. RELATIONSHIP MANAGEMENT**

40 **3.1 Key contacts for each party:** As at the date of this Season One MoU, for the purposes of clause  
41 4.2 of the Series MoU, the key contact for:

42 (a) MBIE is Robyn Henderson (robyn.henderson@mbie.govt.nz);

43 (b) TNZ is Lauren Vosper (lauren.vosper@tnz.govt.nz);

44 (c) NZFC is Catherine Bates (catherine.bates@nzfilm.co.nz);

45 (d) Amazon is Tom Florino (Privacy of natural ); and

46 (e) GSR is Callum Greene (Privacy of natural ).

47 **3.2 Strategic contacts:** As at the date of this Season One MoU, for the purposes of clause 4.4 of the  
48 Series MoU:

49 (a) Amazon/GSR's strategic contact is Tom Florino (Privacy of natural ); and

50 (b) the New Zealand agencies is Paul Stocks (paul.stocks@mbie.govt.nz).

51 4. **TERM AND TERMINATION**

52 4.1 **Term:** This Season One MoU will come into effect on the date that is signed by all the parties  
53 and will continue until:

54 (a) the delivery by Amazon and/or GSR of all the benefits and deliverables to be delivered by  
55 either of them under this Season One MoU; or

56 (b) the termination of this Season One MoU in accordance with its terms or the terms of the  
57 Series MoU; or

58 (c) such other date as all the parties agree in writing.

The parties entered this Season One MoU on

2020.

**SIGNED** for and on behalf of **MINISTRY OF BUSINESS, INNOVATION  
and EMPLOYMENT** by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of **NEW ZEALAND TOURISM BOARD**  
by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of the **NEW ZEALAND FILM  
COMMISSION** by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of **AMAZON STUDIOS LLC**  
by:

\_\_\_\_\_  
Authorised signatory

**SIGNED** for and on behalf of **GSR PRODUCTIONS LIMITED**  
by:

\_\_\_\_\_  
Authorised signatory

## SCHEDULE 1

### NEW ZEALAND BRANDING ACTIVITIES

1     **1. INTRODUCTION**

2     **1.1**     The COVID-19 shutdown in New Zealand has made it impractical, within the timetable required  
 3             to conclude this Season One MoU, to finalize all specific deliverables that Amazon must achieve  
 4             to be eligible to receive the 5% Uplift. For this reason, Amazon and TNZ have agreed to continue  
 5             to work together in good faith on the basis set out in this Schedule 1.

6     **1.2**     This Schedule 1 describes the collaborative and cohesive marketing framework discussions  
 7             between Amazon and Tourism New Zealand, with the objective that, using this framework,  
 8             sharing key timings, ways of working, and expectations, Amazon and TNZ will identify and agree  
 9             to the specific deliverables Amazon must achieve in respect of the New Zealand Branding  
 10            Activities workstream, to be eligible to receive the 5% Uplift for Season One.

11    **1.3**     The workstreams include additional workstreams prior to the resumption of production in New  
 12             Zealand for Season One, and workstreams leading up to Amazon’s Season One release date.

| ACTIVITY  | RESPONSIBLE PARTIES | TARGET TIMING   |
|---|---------------------|---|
| TNZ and Amazon to share respective team marketing structures and agree best practice ways of working process together.  | TNZ/Amazon/GSR      | To begin immediately upon MOU signing   |
| TNZ to work with GSR and Amazon to set-up a New Zealand-specific cultural immersion session and formal welcome to New Zealand for agreed UAP cast and crew and share proposal with Amazon marketing team, provided that Auckland is at COVID-19 Alert Level 1 or 2 at the relevant time. This is to be a physically present event, a virtual substitute will not be sufficient. | TNZ/Amazon/GSR      | To begin immediately upon MOU signing   |
| Amazon to share UAP strategic marketing plan for TNZ review [work-in-progress acceptable] / TNZ to revert with feedback and collaboration opportunities.  | Amazon/TNZ          | Q1 2021, with a preview as early as end of January 2021; pending marketing plan review and approval by Amazon and GSR teams |
| Amazon / GSR to confirm final New Zealand locations (a.k.a. “Location Intelligence”) included in Season One as and when they are filmed and confirmed and share with TNZ.   | Amazon/GSR          | Ongoing during Season One film schedule   |

| ACTIVITY   | RESPONSIBLE PARTIES | TARGET TIMING                         |
|--|---------------------|---------------------------------------|
| Amazon to greenlight a detailed content overview update between Amazon, GSR production team and TNZ on the ground in New Zealand [noted TNZ will need to adhere to content security protocols].  | Amazon/GSR          | To begin immediately upon MOU signing |
| Amazon/GSR and TNZ to work together to schedule a partnership launch moment/photo opportunity ASAP once MOU is signed.   | Amazon/GSR/TNZ      | To begin immediately upon MOU signing |
| TNZ and GSR to work together to agree what asset creation is possible within remainder of Season One filming schedule, agree best process to fulfil and share proposal with Amazon marketing team.   | TNZ/GSR/Amazon      | Jan/Feb 2021                          |
| TNZ and GSR to work together to agree cast and crew New Zealand famil schedule based on remainder of season one filming dates and share with Amazon marketing team provided that the relevant locations are at COVID-19 Alert Level 1 or 2 at the relevant time. This is to be a physically present event, a virtual substitute will not be sufficient.  | TNZ/GSR/Amazon      | Jan/Feb 2021                          |
| TNZ to work with GSR direct to fulfil season one asset collection as agreed with Amazon Marketing team.  | TNZ/GSR/Amazon      | Jan-June 2021                         |
| Amazon marketing team to share final marketing leverage plans for season one launch, including key promotional assets [e.g. trailer] as they are available – Amazon will work collaboratively with TNZ to share assets in a timely manner and as expeditiously as possible, ideally at least two weeks in advance of any public launch, or immediately after the approval by Amazon and GSR teams. | Amazon/GSR          | June 2021 – until season one launch   |
| In response to understanding Season One storylines, having collected key BTS assets and reviewing the Amazon UAP marketing plan, TNZ will develop and share a UAP Season One Marketing Leverage plan with GSR and Amazon for Amazon review, feedback and approval.   | TNZ                 | June-Oct 2021                         |
| Amazon, GSR and TNZ to agree final Season One marketing leverage plan for TNZ to roll-out.   | Amazon/GSR/TNZ      | Late 2021                             |

13

14 2. **MARKETING FRAMEWORK - POTENTIAL NEW ZEALAND BRANDING ACTIVITIES DELIVERABLES**

15 The potential New Zealand Branding Activities deliverables to be explored by Amazon and TNZ  
16 under the marketing framework described above are divided into three phases being:

- 17 (a) Phase I: which relates to asset creation and famil experiences during the key Season One  
18 filming window with agreed cast and/or crew, to commence immediately upon MOU  
19 signing until completion of Season One filming – circa Dec 2020-June 2021 provided that  
20 the relevant locations are at COVID-19 Alert Level 1 or 2 at the relevant time. This is to  
21 be a physically present event, a virtual substitute will not be sufficient.

- 22 (b) Phase II: which relates to the specific marketing campaign for Season One to be  
23 undertaken by Amazon and TNZ respectively; and
- 24 (c) Phase III: which relates to:
- 25 (i) the measurement and evaluation of Season One; and
- 26 (ii) meaningful engagement between Amazon and TNZ to finalise and agree the  
27 terms of the Season Two marketing framework and Season Two MoU's New  
28 Zealand Branding Activities.

29 **3. PHASE I: SEASON ONE ASSET CREATION**

30 **3.1 Partnership planning session (to be held late January/early February 2021):** Amazon and TNZ  
31 will undertake a comprehensive joint marketing planning session for Season One key  
32 deliverables with the following objectives:

- 33 (a) Virtual meet, greet and get to know key marketing /PR representatives from both teams;  
34 (noted we will try to meet in person if evolving situations allow);
- 35 (b) TNZ and Amazon to present an overview of their marketing teams and ways of working;
- 36 (c) TNZ to provide a cultural immersion session and formal welcome to New Zealand for  
37 agreed key cast and crew (timing agreed immediately upon MOU signing) provided that  
38 the relevant locations are at COVID-19 Alert Level 1 or 2 at that time. This is to be a  
39 physically present event, a virtual substitute will not be sufficient;
- 40 (d) TNZ, Amazon and GSR to work together to determine a partnership launch  
41 announcement moment / photo opportunity (immediately upon MOU signing) provided  
42 that the relevant locations are at COVID-19 Alert Level 1 or 2 at that time. This is to be a  
43 physically present event, a virtual substitute will not be sufficient;
- 44 (e) Amazon to outline, and Amazon and TNZ to agree, confidentiality and security measures  
45 required to meet Amazon's creative requirements;
- 46 (f) Amazon to provide TNZ with a complete overview of Season One location intelligence,  
47 general story arcs, and character development (explicitly not to include scripts), as well  
48 as key cast and crew, and anticipated filming schedule;
- 49 (g) Both teams to agree plans around BTS footage, media famils etc., for remainder of  
50 Season One filming;
- 51 (h) Both teams to agree DRAFT plan for series media launch in 2022;
- 52 (i) Both teams to agree and finalise a timing action plan; and
- 53 (j) TNZ to present finalised concepts for 'LEAD-UP' marketing campaign ideas, preliminarily  
54 planned to go live in late 2021, but not to precede or pre-empt Amazon's marketing  
55 campaign for UAP nor the release of Season One.

56 *NB: As per series MOU, TNZ requires a complete overview of UAP marketing plans for Season*  
57 *One and ongoing partnership with Amazon and GSR to ensure TNZ is fully informed and briefed*  
58 *as soon as UAP marketing plans are available and approved. Ideally this will be no less than 3*  
59 *months' advance notice for future seasons.*



- 60 3.2 **TNZ Campaign Presentation Phase 1:** Based on information shared from Amazon/GSR with  
61 respect to the Season One storyline, NZ location use and the Amazon UAP Marketing plan, TNZ  
62 will present TNZ's draft marketing plan to Amazon, for further discussion and refinement, with  
63 the objective of securing Amazon's and TNZ's joint approval. TNZ's draft marketing plan will  
64 include:
- 65 (a) Finalised creative and timings for 'LEAD-UP' campaign to UAP show launch (likely end of  
66 2021-beginning of 2022).
- 67 (b) Plan for TNZ's Season One media famils / experiences;
- 68 (c) Plan for TNZ's NZ famils for agreed key cast and crew;
- 69 (d) Plan for TNZ's asset creation including BTS footage, location shots, etc to be made  
70 available by Amazon; and
- 71 (e) will identify the events that, provided the relevant locations are at COVID-19 Alert Level  
72 1 or 2 at that time, are to be physically present events, for which a virtual substitute will  
73 not be sufficient.
- 74 3.3 **Asset Creation & Famils (Dec 2020 – June 2021):** Based upon the agreed TNZ marketing plan,  
75 Amazon and TNZ's marketing teams will work together to:
- 76 (a) refine TNZ's marketing campaign;
- 77 (b) conduct one more virtual Amazon and TNZ marketing workshop to agree final  
78 deliverables and timing;
- 79 (c) agree and finalise the Season One assets are to be created and Season One famils to be  
80 undertaken during Season One production.
- 81 3.4 **Overview of activity / deliverables to be collected during this phase (based on the Series  
82 MOU):**
- 83 (a) TNZ to host Season One select and agreed-upon key cast and crew for NZ famil  
84 experiences, in consultation with Amazon and GSR, provided that the relevant locations  
85 are at COVID-19 Alert Level 1 or 2 at that time. This is to be a physically present event, a  
86 virtual substitute will not be sufficient;
- 87 (b) TNZ to collect New Zealand endorsement quotes from select and agreed-upon Season  
88 One key cast and crew, including key characters, in consultation with Amazon and GSR  
89 (written and moving images);
- 90 (c) TNZ to collect destination tips and insider views from Season One select and agreed-  
91 upon key cast and crew (e.g. best places to visit, favourite spots, recommendations, etc.),  
92 in consultation with Amazon and GSR;
- 93 (d) Amazon and GSR to brief TNZ on UAP behind-the-scenes (BTS) strategy and introduce  
94 TNZ to the UAP BTS crew so that TNZ can remotely direct select capture of BTS imagery  
95 by the UAP BTS crew from Season One filming for inclusion in marketing and publicity  
96 materials, in consultation with Amazon and GSR.
- 97 (e) TNZ to capture destination imagery from key Season One locations (moving and still  
98 including fly-throughs), in consultation with the UAP BTS crew, Amazon and GSR;

- 99 (f) TNZ to collect select key Season One moving and still publicity assets (key cast and  
100 location) as agreed-upon with Amazon and GSR;
- 101 (g) TNZ to collect 100% Pure New Zealand Welcome messages from select and agreed-upon  
102 Season One key cast and crew, in consultation with Amazon and GSR, for global  
103 campaign work (for example: 'Good Morning World' campaign  
104 <https://www.instagram.com/goodmorningworldnz/?hl=en>);
- 105 (h) TNZ to host media famil experiences during Season One principal production (in  
106 consultation and collaboration with Amazon if feasible and provided that the relevant  
107 locations are at COVID-19 Alert Level 1 or 2 at that time, this is to be a physically present  
108 event, a virtual substitute will not be sufficient);
- 109 (i) TNZ to collate assets to create Season One themed fact sheets, itineraries and training  
110 modules for travel trade, subject to Amazon prior review and written approval;
- 111 (j) TNZ to collate assets to create digital display advertising assets (e.g., banners, social  
112 media carousels, website takeovers, editorial partnerships, print ads, etc.). TNZ  
113 advertising assets that leverage UAP assets or reference the Series are subject to Amazon  
114 prior review and written approval; and
- 115 (k) TNZ to collate assets to create Season One themed famil experiences for visiting  
116 international media where feasible (including BTS imagery, location tips, cast and crew  
117 recommendations etc.) provided that the relevant locations are at COVID-19 Alert Level 1  
118 or 2 at that time. This is to be a physically present experience, a virtual substitute will  
119 not be sufficient.

#### 120 4. PHASE II: SEASON ONE BRAND MARKETING / PR CAMPAIGN CREATION

121 4.1 TNZ acknowledges that it will be challenging for Amazon and TNZ to finalise the Season One  
122 marketing plan/campaigns until Season One has been edited and storylines have been  
123 confirmed. TNZ is committed to working with Amazon throughout this process to develop a  
124 marketing campaign for Season One that is collaborative and cross-complimentary. Below is an  
125 overview of key TNZ timing requirements.

#### 126 4.2 Campaign Creative Ideation (September-October 2021): During this time:

- 127 (a) it is TNZ's expectation that TNZ will create TNZ's annual major brand marketing / PR  
128 campaign during October-December, in consultation with creative agencies. This  
129 involves the development and design of TNZ's overarching brand campaign to play out in  
130 all key markets in the following financial year. (PR/Trade work can be more agile and is  
131 rolled out by TNZ year round);
- 132 (b) ideally, TNZ would brief TNZ's creative agency on Season One during this time to align  
133 the Season One leveraged assets with TNZ's creative direction for the following financial  
134 year's work. TNZ's campaign would roll-out in early 2022 in line with the show's planned  
135 launch. TNZ will align the timing of the roll-out with Amazon's leverage work to tie TNZ's  
136 launch directly with the confirmed Season One release date. TNZ's campaign will not  
137 precede or pre-empt Amazon's marketing campaign for UAP nor the release of Season  
138 One;
- 139 (c) TNZ's agency can present work to Amazon for input, feedback and approval (as  
140 required), but no UAP assets, nor advertising work leveraging UAP assets or referencing  
141 the Series, should be released without Amazon's prior review and written approval;

142 (d) this is also the stage at which TNZ will create and present TNZ's concepts in respect of  
143 TNZ's Series 'tag-line' e.g. '100% Pure New Zealand, home of [Series name to be  
144 inserted]'.  
145

145 **4.3 Campaign Refinement & Finalisation (October-December 2021):** During this time:

146 (a) TNZ uses this time each year to refine TNZ's creative work ahead of TNZ's key marketing  
147 filming time (summer/spring in New Zealand during March-April each year).

148 (b) TNZ would share ideation development and campaign work with Amazon to seek  
149 alignment.

150 **4.4 TNZ Launches Global 'LEAD UP' Campaign [late 2021 – in line with Amazon UAP launch**  
151 **timings]:** Based on agreed creative and campaign mechanics, TNZ may look to launch a global  
152 lead-up 'teaser' campaign. (This will not need any direct reference to the series or Season One)  
153 TNZ's campaign cannot precede or pre-empt Amazon's marketing campaign for UAP nor the  
154 release of Season One. Parties to discuss the potential impact of the relevant COVID-19 Alert  
155 Level at that time and the implications if this is to be a virtual event as opposed to the preferred,  
156 physically present event.

157 **4.5 Campaign Asset Creation / Content Shoot (Feb–Mar 2022):** During this time, if required:

158 (a) TNZ anticipates that TNZ will film any additional assets to create TNZ's campaign (and  
159 TNZ can work to help Amazon do the same if necessary) e.g. storylines around Season  
160 One locations, etc. This effort may be facilitated with previously filmed assets, noting  
161 that GSR plans to have completed Season One principal photography by this time and  
162 neither cast nor crew are expected to be in New Zealand or accessible during this period.  
163 Physical production assets are also unlikely to be available during this period;

164 (b) TNZ will also seek to finalise all creative campaign/PR assets, including securing Amazon's  
165 required prior review and written approval) which could include but is not limited to the  
166 following:

167 (i) Press releases and imagery

168 (ii) New Zealand endorsement quotes, videos, and imagery from agreed Season One  
169 key cast and crew;

170 (iii) Destination imagery and leverage from key Season One locations;

171 (iv) Welcome messages from agreed Season One key cast and crew;

172 (v) Season One themed travel itineraries for key TNZ media and trade partners;

173 (vi) 100% Pure New Zealand newsroom editorial content (TNZ's in-house press office  
174 focused on promoting New Zealand as a destination to media around the world);

175 (vii) All digital experience assets including potential takeovers/landing pages on  
176 NZ.com;

177 (viii) Season One fact sheets for use with key TNZ media and trade partners;

178 (ix) Digital display, OOO and print advertising creative executions;

179 (x) Affiliate marketing with TNZ's third party tourism partners (as contemplated by  
180 the Series MoU), e.g., New Zealand airports, regional tourism operators, etc.;

181 (xi) Social media assets/takeovers across our organic pages on Facebook, Instagram,  
182 Twitter, Weibo, wechat, etc.

183 4.6 **UAP Leverage Campaign Launch (TBC – US FALL 2022)** TNZ's launch dates TBC based on Season  
184 One release date. Ideally, this will involve a collaborative launch between Amazon and TNZ, with  
185 complimentary timings.

## 186 5. **PHASE III: SEASON ONE MEASUREMENT AND EVALUATION**

187 5.1 At the completion of the Season One marketing program, Amazon and TNZ will conduct an in-  
188 person campaign evaluation session if possible, or virtually as an alternative, attended by  
189 appropriately senior personnel (with relevant authority), to conduct a full and thorough review  
190 of what worked/what needs to change ahead of the preparation of the New Zealand Branding  
191 Activities schedule of the Season Two MoU. This evaluation session will include an evaluation of:

192 (a) Processes and timings;

193 (b) Communication between teams;

194 (c) Ways of working;

195 (d) Content capture;

196 (e) Creative review on what worked well / what could be improved;

197 (f) Key metrics from both TNZ and Amazon campaigns including reach and engagement;

198 (g) Identification of any stand-out UAP talent TNZ may wish to partner with directly.

199 *NB: Need to agree appropriate timing to draft Season Two Marketing Framework MOU.*

200 5.2 **TNZ's expectations of Amazon over and above what is captured above:** Amazon acknowledges  
201 that to in order for Season One to be eligible to receive the 5% Uplift as contemplated by this  
202 Season One MoU, in addition to reaching agreement on the process described in the remainder  
203 of this Schedule 1, it will be necessary for Amazon, GSR and TNZ to work collaboratively and seek  
204 alignment from all parties to accomplish the following::

205 (a) Amazon proactively shares Amazon's marketing and PR approach for the Series and  
206 Season One with TNZ on an ongoing basis and Amazon keeps TNZ updated with progress;

207 (b) Amazon commits to looking for cross-collaboration opportunities for TNZ wherever  
208 reasonably practicable. For example, recognizing the economic hardship the COVID-19  
209 pandemic and related border closure has caused New Zealand, Amazon will connect TNZ  
210 with the Amazon Explore business to explore opportunities for TNZ to promote virtual  
211 tourism, retail, and cultural experiences in New Zealand;

212 (c) Select New Zealand promotional material supplied by TNZ will be included in marketing  
213 and publicity assets created by Amazon for the promotion and marketing of Season One,  
214 including social media posts;

215 (d) Amazon procures that New Zealand is used as Amazon's venue to host a Season One  
216 media launch event and Amazon will engage with TNZ to explore opportunities to co-  
217 create an event with Amazon that incorporates a unique creative approach; and

218 (e) TNZ and Amazon work together to create a media announcement of Amazon's Series  
219 Partnership with New Zealand (in consultation with MBIE and NZFC).

## SCHEDULE 2

### INNOVATION PROGRAMME

1    **1. Introduction**

2    1.1 The purpose of the Innovation Programme for Season One as set out in this Schedule 2 is to:

- 3           (a) build a wider relationship between New Zealand and the Amazon Group;
- 4           (b) leverage New Zealand's relationship with the Amazon Group;
- 5           (c) profile New Zealand businesses, innovations and R&D opportunities to a global audience;
- 6                   and;
- 7           (d) advance mutually-beneficial R&D opportunities,
- 8           in respect of which Amazon's principal engagement will be with MBIE.

9    **2. Focus Areas and Theme for Season One**

10   2.1 Season One provides opportunities to explore innovation, as well as other market sectors.

11   2.2 R&D focus areas could include, but are not limited to:

- 12           (a) Drones and advanced aviation; and
- 13           (b) Space.

14   **3. Season One Innovation Fund Activities**

15   3.1 Innovation Fund activities should include:

- 16           (a) Delegation of businesses/teams from Amazon to participate virtually for an innovation
- 17                   summit, speaker series or other events;
- 18           (b) STEM programs and donations for primary and secondary education;
- 19           (c) an Innovation Challenge in the focus areas of Drones and advanced aviation or Space;
- 20                   and

21   3.2 The parties also agree to work together to explore additional or alternative opportunities as they

22           may arise.

23   **4. Amazon Delegation**

24   4.1 Once during the Season One production period, a delegation of Amazon representatives (i.e.,

25           Senior Managers, Directors and Vice Presidents) from various Amazon businesses will be hosted

26           by MBIE's Innovative Partnerships programme to participate virtually for an innovation summit,

27           speaker series or other events, with a focus on opportunities presented by New Zealand's R&D

28           environment.

29   4.2 New Zealand companies and R&D groups will be showcased to the delegation. These knowledge

30           exchanges will be collaboratively curated to align with the Season One R&D focus areas and

31           theme, as well as MBIE goals and Amazon interests. This initiative provides an opportunity for

32           Amazon and New Zealand businesses and research groups to build and strengthen relationships.

33 4.3 Amazon delegation should include “subject matter experts” (SMEs) from businesses and teams  
 34 that align with the Season One focus areas and theme. These Amazon businesses and teams may  
 35 include, but are not limited to, the following selections, and the parties agree to work together  
 36 to explore additional or alternative opportunities as they may arise:

| <b><u>Amazon Business / Team</u></b>      | <b><u>Focus Area / Theme</u></b> |
|---|----------------------------------|
| UAP Production Teams; Amazon Air / Drones | Drones and Advanced Aviation     |
| Project Kuiper                            | Space                            |

37  
 38 4.4 The composition of the delegation is to be agreed by Amazon and MBIE.

39 4.5 Other Amazon delegations may attend other events and speaker series focused on additional  
 40 R&D focus areas.

41 4.6 The proposed timing for the Season One Amazon delegation is June 2021.

42 4.7 Progress measures include:

- 43 (a) Amazon delegation composition and schedule is mutually agreed-upon;
- 44 (b) Amazon delegation participates virtually, and is hosted by Innovative Partnerships; and
- 45 (c) Follow-up discussions with Innovative Partnerships are conducted to identify potential  
 46 R&D opportunities between New Zealand and Amazon teams.

47 **5. Innovation Challenge**

48 5.1 ‘Innovation Challenge’ competitions are designed and publicised, inviting groups to develop and  
 49 test approaches to a specific challenge problem, with prizes awarded for the best solutions.  
 50 Challenges provide a good opportunity for new technologies relevant to Amazon and New  
 51 Zealand to be developed.

52 5.2 Challenges are designed in partnership with MBIE’s Innovative Partnerships team.

53 5.3 Challenges will be funded using the Innovation Fund as agreed-upon with MBIE.

54 5.4 Progress measures include:

- 55 (a) One Challenge (i) designed, (ii) implemented and (iii) completed inside of Season One.
- 56 (b) New Zealand judging for the Challenge could be scheduled to coincide with Season One  
 57 airing for increased cross-publicity.

58 5.5 The Innovation Challenge for Season One should involve a specific challenge problem in the  
 59 focus areas of Drones and advanced aviation and Space. MBIE to identify relevant New Zealand  
 60 academics and SMEs for Amazon.

61 5.6 The Innovation Challenge should involve the following:

- 62 (a) establishment of an Innovation Challenge project team involving key Amazon personnel  
 63 as potential speakers, moderators or hosts;

- 64 (b) New Zealand establishment of an Innovation Challenge website with financial support  
65 from the Innovation Fund;
- 66 (c) New Zealand marketing of the Innovation Challenge to potential participants via  
67 appropriate platforms with financial support from the Innovation Fund;
- 68 (d) these main phases:
  - 69 (i) applications open;
  - 70 (ii) up to top 20 applicants are selected to participate in a specifically targeted  
71 incubation programme of at least three months;
  - 72 (iii) at completion of the incubation programme, the top 10 applicants are selected to  
73 participate in the final challenge.
- 74 (e) prizes for the top three finalists covered by the Innovation Fund (the amount to be  
75 determined and mutually agreed-upon);
- 76 (f) New Zealand incubation of the winning solution, with potential for additional support  
77 from the Innovation Fund.

78 5.7 Excluding prizes, the administration, incubation and marketing cost of the Innovation Challenge  
79 is estimated at approximately **Commercial** and will be covered by the Innovation Fund.

80 5.8 The duration of the challenge would be six months from a call for applications to the  
81 presentation of awards. Amazon and MBIE will work together to develop a timetable working  
82 backwards from an awards presentation date that coincides with the airing of Season One.

## 83 6. Knowledge Sharing

### 84 6.1 STEM Education

- 85 (a) The Innovation Fund may be used to invest in existing STEM education programs, and  
86 establish new ones, in primary and secondary schools.
- 87 (b) Focus would be on developing childhood-to-career programs to encourage  
88 underrepresented and underserved communities in New Zealand, particularly indigenous  
89 peoples (i.e. the Māori), to try computer science and coding; and
- 90 (c) Programs might include computer, laptop and device donations, coding camps, and  
91 robotics challenge.



## SCHEDULE 3

### SCREEN SECTOR

#### New Zealand Screen Sector Framework

- 1     **1. Introduction**
- 2     1.1     NZFC will be the lead screen sector partner for the Project, with responsibility to develop the  
3     screen sector framework with Amazon for the Partnership. This screen sector framework will  
4     include NZFC in partnership with Regional Film Offices (**RFOs**) and other agencies, NZ Story and  
5     NZTE, to ensure a broad New Zealand screen story is told, covering screen, creative and  
6     technological innovation.
- 7     1.2     The purpose of the screen activities set out in this Schedule 3 is to stimulate growth (business  
8     and skills) in the New Zealand screen sector and to market the New Zealand screen sector  
9     internationally. This can be distilled into two categories:
- 10     (a)     **Promotion:** Leverage the Series through international marketing initiatives to showcase  
11     and inform about New Zealand; and
- 12     (b)     **Business and Capital Growth (Human and Built Capital):** Grow and nurture the  
13     talent/skills base of the New Zealand screen sector, to support business development  
14     within the New Zealand screen sector and to grow the New Zealand screen sector's  
15     infrastructure base.
- 16     **2. Promotion**
- 17     2.1     The partnership will develop a marketing programme to profile the growing New Zealand screen  
18     sector with a specific focus on an ongoing pipeline of mixed-scale productions through the  
19     showcasing of New Zealand's:
- 20     (a)     highly skilled and growing talent base;
- 21     (b)     the expanding infrastructure offering;
- 22     (c)     accessible and diverse region locations,
- 23     (d)     post-production offering; and
- 24     (e)     screen sector creativity and innovation.
- 25     2.2     This Schedule supports this marketing approach through the provision of opportunities spanning  
26     production through to the release of the Series. Key components include:
- 27     (a)     creation of content to showcase the New Zealand screen sector;
- 28     (b)     access to agreed key cast and crew during their time in New Zealand;
- 29     (c)     access to behind-the-scenes footage and stills;
- 30     (d)     access to international media; and
- 31     (e)     NZFC involvement in the release.

- 32 3. **Screen Sector Publicity and Marketing Commitments**
- 33 3.1 **Coordination of Public Statements** At such time, that Amazon decides to issue press releases  
34 regarding Season One, Amazon will coordinate these with the New Zealand partners.
- 35 3.2 At a minimum, NZFC and Amazon will coordinate public statements regarding:
- 36 (a) the announcement of the 5% Uplift Partnership (as required by the Criteria);
- 37 (b) the completion of principal photography; and
- 38 (c) the release of Season One.
- 39 3.3 **Prominently displayed attribution to New Zealand, NZFC and the New Zealand Screen**  
40 **Production Grant (NZSPG) in the actual on-screen title credits for Season One:** Amazon shall  
41 procure that:
- 42 (a) each episode of Season One will incorporate a prominently displayed (which for  
43 purposes of this Season One MoU shall mean readable under normal circumstances) on-  
44 screen end credit for the New Zealand Government's assistance through the New  
45 Zealand Screen Production Grant as agreed with NZFC. Example include:
- 46 *"[Name of production] – Shot on Location in New Zealand"; and*
- 47 *"Amazon acknowledges the assistance of the New Zealand Government's Screen*  
48 *Production Grant.";*
- 49 (b) As an alternative to an opening credit, Amazon will include credit information on the  
50 Series detail page on Amazon Prime Video.
- 51 (c) each episode of Season One will incorporate a NZFC credit along the lines of NZFC logo  
52 and website URL along the lines of "For information about filming in New Zealand -  
53 <https://www.nzfilm.co.nz/international> " as agreed with NZFC; and
- 54 (d) in respect of Season One, each episode in that Season will carry a screen credit, on terms  
55 to be agreed with NZFC, to the effect that that region is the main production base for  
56 "[insert name of production]".
- 57 3.4 All characteristics of the credits, including size and placement shall be comparable to other like  
58 credits in the completed production, and such credit shall be readable at least in connection with  
59 Season One and in future releases of the Series.
- 60 4. **Marketing Activities for the Series**
- 61 4.1 **Overview:**
- 62 (a) Amazon to release agreed-upon Season One production assets as available and will work  
63 collaboratively with the NZFC to facilitate such release as expeditiously as possible,  
64 ideally 2 months prior to release of Season One. Such production assets include  
65 production footage, trailers, still images, testimonials/imagery from the cast and crew  
66 (subject to guild and crew agreements), and bonus, BTS or "making of" content that  
67 promote both the series and New Zealand as a screen destination to NZFC. Amazon will  
68 also provide permission to New Zealand partners to use Series production assets in  
69 related marketing campaigns;

- 70 (b) Amazon to include New Zealand content in UAP key marketing materials and EPK.
- 71 4.2 **Content collected throughout the production to include:** Amazon acknowledges that there are  
72 requirements under NZFC’s “New Zealand Screen Production Grant Promotional Materials  
73 Schedule” which apply to any production receiving any incentive from the New Zealand  
74 Government (including the Series), which the NZFC will supply to Amazon from time to time  
75 (referred to in this Schedule 3 as **NZSPG Promotional Materials Schedule**).
- 76 4.3 The NZSPG Promotional Materials Schedule forms part of this Season One MoU and without  
77 limiting any of the other rights, benefits and licenses provided to the NZFC pursuant to this  
78 Season One MoU, the contents of the NZSPG Promotional Materials Schedule are incorporated  
79 into, and form part of this Season One MoU, and Amazon will comply with all such requirements  
80 set out below.
- 81 4.4 To enable NZFC to create footage and materials to highlight the benefits of New Zealand as a  
82 screen production destination, Amazon will:
- 83 (a) provide to NZFC the following additional content:
- 84 (i) access to key production decision-makers to provide video testimonials in  
85 industry and mainstream press and media, and on the benefits of New Zealand as  
86 a screen production destination.
- 87 (ii) interviews with agreed key cast, director and key crew during filming on location  
88 wherever possible and at the U.S. premiere press junket.
- 89 (b) provide access to the set to an independent New Zealand based journalist agreed with  
90 NZFC to interview cast and crew regarding their time in New Zealand subject to the  
91 distributor's customary policies and parameters compliance requirements). Such  
92 interviews shall be embargoed from release until such time as Amazon agrees; provided  
93 that such embargo shall not be longer than the general press embargo for the worldwide  
94 premiere of Season One.
- 95 (c) integrate questions supplied by the NZFC into the EPK shoot. The Series’ EPK materials  
96 will include content that promotes the benefits of the destination, shooting and film  
97 making in New Zealand, through highlighting the collaboration, value, assets and  
98 destination experiences New Zealand can provide.
- 99 (d) arrange for other media at the Premiere to ask agreed key cast, director and key crew  
100 specific questions (mutually agreed by Amazon and NZFC) to elicit anecdotes illustrating  
101 their professional New Zealand experience while working on the Series and their  
102 personal experiences living and experiencing New Zealand.
- 103 4.5 Amazon will work in consultation with NZFC to ensure that the content selected for Visual Media  
104 Content satisfies the requirements of the NZFC.
- 105 4.6 **Visual Media Content:** Amazon to provide six pieces of agreed visual media (approximately 60-  
106 90 seconds in length) which will feature various aspects of New Zealand which NZFC can use to  
107 promote New Zealand as a great place to base a screen production such as Season One (**Video  
108 Content**). For purposes of clarification, Amazon shall provide at least two of Video Content  
109 (subject to the exigencies of production and post-production of the Series) for release during  
110 post- production of Season One. Amazon will cover the cost of editing, cutting and finishing the  
111 selected imagery approved by Amazon in consultation with NZFC as set forth below.

112 4.7 The Video Content may include scenes from Season One showing New Zealand footage and the  
113 EPK footage and/or unit production photographer footage featuring (but not limited to) both  
114 foreign and New Zealand cast/crew and other content captured during production of the Series.

115 4.8 Video Content may include:

116 (a) Testimonials/imagery from the cast/crew/executives that associate their time in New  
117 Zealand shooting the Series with a positive New Zealand screen industry experience.

118 (b) Moving footage and still images from Season One or the Season One trailer.

119 (c) Behind-the-scenes footage, stills and other media of VFX and other production areas  
120 featuring but not limited to the agreed cast/key crew behind-the-scenes, which  
121 showcase New Zealand skills, talent and expertise in filmmaking.

122 4.9 **Usage of Content:**

123 (a) Amazon will include New Zealand content in UAP key marketing materials and EPK.

124 (b) Amazon will extend rights for NZFC and New Zealand organisations to use pre-approved  
125 content:

126 (i) on the official websites and social media pages (including Facebook and You Tube  
127 Channels and other digital and social media channels and trade channels;

128 (ii) in collateral and audio-visual media for screen industry trade events,  
129 conferences, festivals and markets;

130 (iii) in annual and quarterly reports, Board papers, Statements of Intent, Statements  
131 of Performance Expectations, and Annual Reports; and

132 (iv) in publicity and promotion campaign(s) highlighting New Zealand as the location  
133 for the Series as a production destination/base.

134 4.10 Amazon and NZFC further acknowledge and agree that it is their intention to consider further  
135 approved usages.

136 4.11 **PR and Social Media Content:** NZFC will be entitled to develop a global PR and social media  
137 campaign around the making of Season One that promotes New Zealand as an attractive filming  
138 and production location. Additional to the Video Content, Amazon acknowledges that NZFC will  
139 include photographs, interviews and other footage from the Series as part of this campaign. Any  
140 content that leverages UAP assets or references the Series will be subject to Amazon prior  
141 review and written approval.

142 4.12 As part of the promotion for Season One, Amazon will provide:

143 (a) opportunities to distribute content through to Digital and Social media channels to reach  
144 the Series' international fan base; and

145 (b) media access for a specific and limited number of set visits, as determined by Amazon  
146 and GSR in consultation with NZFC, leading up to the release of Season One.

147 5. **Publicity and Marketing Facilitation; Broadcast, Online and Visiting Media**

148 5.1 Amazon to provide media access for set visits leading up to the release of Season One.

- 149 5.2 **Facilitation:** Amazon will provide (when available) a schedule of key dates which could offer  
150 promotional opportunities (for example launch of trailers etc.). Amazon will provide a dedicated  
151 marketing and publicity contact and agree to a process for the execution of all marketing and  
152 publicity activity related to this Season One MoU.
- 153 5.3 **Broadcast, Online and Visiting Media:** Amazon will facilitate access to Amazon-invited  
154 international press to provide opportunities to showcase New Zealand as a screen destination  
155 (subject to an embargo on timing of release of materials to be agreed upon by NZFC and  
156 Amazon.
- 157 6. **Association with the streaming release of the Series**
- 158 6.1 Amazon will share marketing and distribution strategy for Season One, in order to maximize co-  
159 ordination of NZFC's marketing and promotional activity.
- 160 6.2 Amazon commits to a premiere screening for either Season One or Season Two to be held in  
161 main New Zealand production base, including attendance in person by key cast and crew,  
162 subject to COVID-19 and related travel restrictions.
- 163 6.3 Amazon agrees to invite New Zealand partners to the international premiere for Season One.
- 164 6.4 Amazon, in consultation with NZFC, will schedule a local (New Zealand) cast and crew screening.  
165 Amazon will provide invitations for local cast and crew, Government Ministers and officials and  
166 screen agency representatives, and other key stakeholders identified by NZFC.
- 167 6.5 Amazon will consult with NZFC and TNZ in its determination of media attendees at a premiere  
168 screening and any other potential events (i.e. press junket).
- 169 6.6 In connection with the international premiere of the Series, Amazon will provide NZFC with the  
170 following:
- 171 (a) the NZFC will be included in the Premiere tip sheet;
- 172 (b) allocation of C tickets to the Premiere (*taking into account the size and location of the*  
173 *venue*);
- 174 (c) the NZFC spokesperson will be escorted down the red carpet by Premiere staff and given  
175 the opportunity to speak with interested members of the press; and
- 176 (d) NZFC will be granted official media accreditation to join the press programme at the  
177 Premiere.
- 178 7. **Additional leverage**
- 179 7.1 To the extent available and subject to possible embargo on timing of the release of such material  
180 (provided that the timing of such embargo shall not be longer than the general press embargo  
181 for the worldwide premiere of the Series), Amazon will provide material to NZFC to enable NZFC  
182 to promote the benefits of a production to New Zealand stakeholders including access to  
183 capture good news stories from behind the scenes about employment, facilities and innovation.
- 184 7.2 Amazon will provide to NZFC data to demonstrate wider economic benefits of Series production  
185 in New Zealand such as number of crew, extras, vendors, aggregated and anonymized spends on  
186 accommodation, materials, supplies, vehicle hire, etc.

- 187 7.3 Subject to production exigencies and the production schedule of the Series, Amazon will invite  
188 government officials and ministers, and NZFC's representatives to the set to showcase the  
189 production.
- 190 7.4 Amazon will create a "making-of-featurette" to be promoted as part of the Season One bonus  
191 content release plans for the Series and will include scenes of the production of Season One in  
192 New Zealand.
- 193 7.5 Amazon will work with NZFC to on an event to promote New Zealand to the international series  
194 drama industry, timed to coincide with Season One publicity events targeting production  
195 executives or media with the participation of key creatives.
- 196 8. **Business and Capital Growth**
- 197 8.1 The Series presents an opportunity for New Zealand local partners, including in Auckland, to  
198 work with Amazon to facilitate the development of long-term business and creative clusters,  
199 building on existing production activity.
- 200 8.2 New Zealand's aims include:
- 201 (a) building clusters of business and entrepreneurship that can retain the economic  
202 development benefits from the Series;
- 203 (b) developing industry capability through screen content creation and co-working across a  
204 broad range of screen and digital production activities; and.
- 205 (c) ensuring that the Series' production activity will support long term growth in both  
206 business development (for enterprises that have the opportunity to contribute to the  
207 production activity), and for New Zealanders working in the screen industry.
- 208 8.3 Amazon will work with NZFC, in partnership with the RFOs and industry organisations to develop  
209 programmes that will seek to provide continuity of employment for New Zealanders. Initiatives  
210 will be developed to create progression opportunities supported by targeted talent development  
211 programmes focusing on both skills and career development.
- 212 8.4 Amazon acknowledges that opportunities should span entry-level to mid-career candidates.  
213 Programmes should also be representative and accessible. This is anything that focuses on the  
214 underrepresentation of, but not exclusively, Māori, women, Pacific Islanders, Asian New  
215 Zealanders, ethnic diverse communities, LGBTQIA+, gender diverse and those with a disability.
- 216 8.5 Amazon will work with NZFC to ensure the opportunity to transfer technological skills and know-  
217 how to New Zealanders is fully optimised, including.
- 218 (a) the development and implementation of a masterclass series for NZ writer/producers  
219 and producers. The masterclass series aims to foster insight into the operation of large-  
220 scale series projects for international streamer agencies from the perspective of the  
221 commissioning Executives, the Show Runners and the producers working in the  
222 American/International market. It is proposed that the masterclass series would  
223 comprise five one day sessions, held in Auckland during the production of Season Two,  
224 exact days and dates TBC. More details are set out in Part 2 of this Schedule 3;
- 225 (b) targeting and placement of:
- 226 (i) up to three professional attachments; and

227 (ii) eight internships for Season One.

228 For Season One, attachments and internships will commence after the December 2020  
229 holiday hiatus. The attachments, agreed by NZFC and Amazon, will focus on key creative  
230 talent (producer, writer, director). The internships, agreed by NZFC and Amazon, will  
231 focus on crew shortages (unit production manager, art department, accounting, location  
232 management, grip, lighting, editorial, script supervisor). More details are set out in Part  
233 3 of this Schedule 3; and

234 (c) Amazon participating in the development and implementation of training initiatives,  
235 targeting communities recognised as underrepresented in the New Zealand screen  
236 sector, to raise the profile for New Zealand screen sector careers. This will be run in  
237 partnership with the RFOs and/or an approved NZ industry organisation with a strong  
238 track record of delivering high quality screen based talent development programmes  
239 within recognised under-represented communities.

240 (d) Amazon will work with the NZFC to communicate the sustainability and environmental  
241 programmes that have been development and implemented in Season One.

242 9. **Capital Growth**

243 9.1 Amazon will work with NZFC, in partnership with the RFOs and industry organisations to develop  
244 a framework regarding Legacy Infrastructure for future Season MoUs

245 9.2 In the longer term, there will be opportunities to advance infrastructure development in New  
246 Zealand. For Season One, this will include Amazon and GSR participating in an industry  
247 advisory group focused on the development of New Zealand screen infrastructure, including  
248 infrastructure in Auckland, in respect of the New Zealand production base for Season One.

## SCHEDULE 3 – PART 1

### MASTERCLASS SERIES HOSTED BY AMAZON – SEASON ONE

- 1 1. **Outline**
- 2 1.1 Part 1 of Schedule 3 outlines the Masterclass series to be hosted by GSR.
- 3 1.2 This Masterclass series reflects the commitment made in the Series MoU.
- 4 1.3 The Masterclass series aims to foster insight into the operation of large-scale series projects for  
5 international streamer agencies from the perspective of the commissioning Executives, the Show  
6 Runners writers, directors and executive producers working in the American/International  
7 market.
- 8 2. **Masterclass Series**
- 9 2.1 It is proposed that the Masterclass series would comprise [number TBC] sessions, held in  
10 Auckland during the production of Season Two, exact days and dates TBC.
- 11 2.2 Each session will be framed as a “master-conversation” involving discussion and Q&A. There will  
12 also be an opportunity during Season Two for the New Zealand teams attending to receive  
13 feedback and pitch their work.
- 14 2.3 The proposed session structure is as follows:
- 15 (a) Group session: Conversation with Amazon Executives, Series’ Show Runners, Writers,  
16 Directors and Producers & Q&A - these Amazon representatives would alternate through  
17 the Masterclass series; and
- 18 (b) Individual Project Feedback sessions.
- 19 2.4 Session topics could cover:
- 20 • Developing IP for the International/American Market and overview of trends;  
21 • Approach to market including key packaging and collection of pitch materials;  
22 • Running writers’ rooms for large series and various models;  
23 • International Series Production and various models; and  
24 • A dedicated writers masterclass focused on mid-tier writers.
- 25 2.5 The sessions, the conversation and/or Q&A may also include relevant HODs from the Series  
26 production team.
- 27 3. **Participants**
- 28 3.1 Six to eight New Zealand teams of writers, directors and producers will be selected for the  
29 Masterclass. It is anticipated they will be mid-career or established, with a strong production  
30 track record and slate in active development, have a focus on international series development,  
31 and a keen interest in developing their knowledge of the US/International industry.
- 32 3.2 Participants would be required to participate in all scheduled sessions, unless unforeseen major  
33 personal or other circumstances prohibited their doing so in any given session. It is anticipated  
34 that all sessions would be held in Auckland, and those participants based in other New Zealand



35 centres would need to travel to Auckland to attend sessions in-person. All relevant travel costs  
36 will be covered by the production.

37 3.3 The participant selection process would be coordinated by NZFC, drawing from a pool of New  
38 Zealand writing and producing teams who have expressed interest in professional development  
39 structures of this type. The final list of participants will be run by the production for  
40 consideration.

#### 41 4. **Draft Timeline**

##### 42 4.1 All dates TBC

- 43 • By completion of Season One: Masterclass Structure and final dates confirmed
- 44 • TBC: NZFC shortlisting and contacting applicants
- 45 • TBC: NZFC update on confirmed applicants
- 46 • TBC: All participants confirmed,
- 47 • Season Two: Masterclass
- 48 • End of Season Two: Masterclass completed and reviewed

##### 49 5. **Amazon Resource Requirements**

50 Domestic flights and transfers funding for New Zealand writers and producers.  
51 Catering (lunch/drinks/afternoon tea).  
52 Venue hire for up to 25-30 people.  
53 Other resource requirements to be discussed.

##### 54 6. **Key Contacts**

###### 55 **For Production:**

- 56 • MOU Implementation: TBC
- 57 • Masterclass Delivery: TBC

###### 58 **For NZFC:**

- 59 • MOU Implementation: Catherine Bates
- 60 • Masterclass Delivery: Dale Corlett and Jude McLaren

## SCHEDULE 3 – PART 2

### ATTACHMENTS AND INTERNSHIPS – SEASON ONE

1    **1.    Attachments –mid-career level talent**

2    **1.1    Unit Production Manager Attachment**

3    Reports to: UPM

4    Scope of attachment: The creation of a paid attachment opportunity/job experience for a  
5    professional nominated by NZFC (subject to the mutual approval of Executive Producer), who  
6    will work closely with the UPM, and be credited with an "UPM Attachment ' end-title credit.  
7    They will gain access to filmmakers, department heads and Amazon executives with a principal  
8    focus on producing a studio feature Series. The position entails a collaborative relationship with  
9    the UPM and other production personnel (subject to their professional availability), provide in-  
10   person consultation with the producers or other production personnel (subject to their  
11   professional availability).

12   **1.2    Director Attachment**

13   Reports to: Director

14   Scope of attachment: The creation of a paid attachment opportunity/job experience for a  
15   professional nominated by NZFC (subject to the mutual approval of Executive Producer), who  
16   will work closely with the Series' Director(s) and be credited with a "Director Attachment" end-  
17   title credit. They will gain access to filmmakers, department heads and Amazon executives with a  
18   principal focus on directing a studio series. The position entails a collaborative relationship with  
19   the Directors and Producers and other talent/production personnel (subject to their professional  
20   availability).

21   Candidate needs to be: a mid-career director as per the NZFC Talent criteria who has a proven  
22   track record of developing and directing a wide slate of screen content.

23   **1.3    Application Process**

24   The Attachment selection will be coordinated by NZFC.

25   The NZFC will manage the callout for the roles above and initial short-listing process.

26   The final list of participants will be run by the production for final consideration.  
27

28   **1.4    Review Process**

29   During the course of the Attachments, three separate reviews will be carried out to gauge the  
30   efficacy of the attachments, identify any issues, and consider and implement any changes as are  
31   deemed necessary and appropriate by the parties as follow:

32   (a)   one check-in meeting with NZFC for each attachment and the nominated production  
33   personnel within a fortnight of starting in the role;

34   (b)   midway meeting with the attachment only to assess progress, any issues that may have  
35   arisen and to look at future career progression opportunities/pathways; and

36   (c)   one written or verbal report (end of production) from the attachment and the  
37   nominated production personnel outlining the lessons learned from the production and  
38   how they will impact the attachments aspirations for the future.

- 39 1.5 **General**
- 40 Duration to be no less than 12 weeks across pre-production, production and post production.
- 41 Positions are expected to be Auckland based for the duration of the placements
- 42 Rate: Commercial .
- 43 2. **Internships – for new and emerging level of talent**
- 44 2.1 **Production Accounts**
- 45 Reports to: Production Accountant
- 46 Scope of internship: will work within Accounts department, helping with day to day accounts
- 47 office work while also being exposed to budgeting, cost reporting, grant management, payroll
- 48 and management of accounts team. The objective is that by the completion of Season One, the
- 49 intern will be qualified to control a small NZ production or a second unit.
- 50 Candidate needs to have: previous experience in accounts but not necessarily be a production
- 51 accountant already
- 52 2.2 **Lighting**
- 53 Reports to: Best Boys
- 54 Scope of internship: to train the intern to work as Best Boy on international productions, the
- 55 intern will work alongside the Best Boys (on and off set) to understand the responsibilities of this
- 56 role, importance of management and organisation. The objective is that by the completion of
- 57 Season One, the intern will be qualified to step into Best Boy role on a feature film/ tv show on
- 58 conclusion of training.
- 59 Candidate needs to be: someone who has worked within the industry as Lighting Assistant and
- 60 shows the interest and skills to step up to a Best Boy role
- 61 2.3 **Dolly Grip**
- 62 Reports to: Key Grip
- 63 Scope of internship: to train the intern to work as a Dolly Grip/Crane Grip on international
- 64 productions, the intern will work under the Key Grip and learn directly from the Dolly Grips and
- 65 Crane Grips and learn to handle specialised equipment. The objective is that by the completion
- 66 of Season One, the intern will be qualified to step into a Dolly Grips role on a NZ feature/tv show
- 67 on conclusion of training.
- 68 Candidate needs to be: someone who has worked within the industry as Grip Assistant and
- 69 shows the interest and skills to step up to a Dolly/Crane Grip role
- 70 2.4 **Editorial**
- 71 Reports to: Post Production Supervisor
- 72 Scope of internship: the intern is to be exposed to the Editorial process of a large international
- 73 drama series, assisting the 1st Assistant. The objective is that by the completion of Season One,
- 74 the intern will be qualified to step into a junior editorial role.
- 75 Candidate needs to be: a junior editor with an interest in working on feature films, could be
- 76 recent film school graduate

- 77 2.5 **Art Department**
- 78 Reports to: Supervising Art Director
- 79 Scope of internship: the intern is to work within the Art Department and understand how the  
80 team works on a major drama series, to be exposed to the scope of the department and be able  
81 to move into an Art Department assisting role at the end.
- 82 Candidate needs to be: enthusiastic about pursuing a career within the Art Department
- 83 2.6 **Location Management**
- 84 Reports to: Location Manager
- 85 Scope of internship: the intern is to work closely with the Series' Location Manager to expose the  
86 intern to the needs of a large international productions. This will include assessing and managing  
87 a location to be used for filming and crew infrastructure. This role could support the production  
88 across splinter and 2nd units if appropriate. The objective is that by the completion of Season  
89 One, the intern will be qualified to step into a Location Management role a feature film/ tv show  
90 on conclusion of training.
- 91 Candidate needs to be either a junior location scout or filmmaker with relevant experience in  
92 making films on location.
- 93 2.7 **Script Supervisor**
- 94 Reports to: Location Manager
- 95 Scope of internship: the intern will work closely with the script supervisor to expose the intern to  
96 the needs of a large international productions. This role could support the production across  
97 splinter and 2<sup>nd</sup> units. The objective is that by the completion of Season One, the intern will be  
98 qualified to step into a supervision role on a small-scale NZ production.
- 99 Candidate needs to be an individual who has previously worked as a script supervisor on small  
100 scale productions or previously shown a keen interest in script supervision
- 101 2.8 **Other areas for consideration**
- 102 Other areas for consideration, either in Season One, or for subsequent Seasons, could also  
103 include camera, hair, makeup, VFX, story boarding and concept art.
- 104 2.9 **Application Process**
- 105 The Intern selection will be coordinated by NZFC.
- 106 The NZFC will manage the callout for the roles above and an initial short-listing process.
- 107 The final list of participants will be run by the production for final consideration.
- 108 2.10 **General**
- 109 Duration to be no less than three weeks and no more than 12 weeks.
- 110 Positions are expected to be Auckland based for the duration of the placements
- 111 Rate: Commercial [REDACTED]. Interns will be required to contract with GSR on GSR's standard terms of  
112 engagement.

113 2.11 **Review Process**

114 During the course of the Internship two reviews will be undertaken to gauge the efficacy of the  
115 attachments, identify any issues, and consider and implement any changes as are deemed  
116 necessary and appropriate by the parties as follow:

- 117 (a) one check-in meeting with NZFC for each intern within the first week of the role;
- 118 (b) one written or verbal report (end of production) from the attachment and the  
119 nominated production personnel outlining the lessons learned from the production and  
120 how they will impact the intern's aspirations for the future.