Schedule 20: Communication

1. Interface between the Contractor and the Transport Agency

The Contractor shall implement the following protocols in relation to its relationship with, and communications with, the Transport Agency:

(a) the Contractor shall build effective and constructive relationships with all relevant Transport Agency representatives;

(b) the Contractor shall engage and communicate proactively in an open and honest manner with the Transport Agency, ensuring significant issues are dealt with in a pre-emptive manner so that there are no surprises (whether positive or negative);

(c) the Contractor shall liaise on a regular and frequent basis, and consult as required or necessary, with the Transport Agency to:
   
   (i) ensure that the Transport Agency’s expectations and standards for communications and stakeholder management matters during the Contract Term are met and upheld;

   (ii) discuss any emerging, potential or existing issues or events that may attract media interest or impact on the Transport Agency’s reputation or that may call either party into disrepute (for any reason);

   (iii) ensure a timely sharing of information and alignment with communications and stakeholder management activities across the wider Transport Agency network; and

   (iv) be able to respond rapidly to any change in the P2Wk Project’s operating environment;

(d) where requested by the Transport Agency, the Contractor shall attend and participate in meetings and forums from time to time; and

(e) where the Transport Agency requests the Contractor to provide information to the Transport Agency about any aspect of the P2Wk Project within a specified timeframe, the Contractor shall ensure that it responds to the Transport Agency:

   (i) with all relevant information requested by the Transport Agency, ensuring, to the best of its knowledge, it is true, correct and complete; and

   (ii) within the timeframe set by the Transport Agency (which the Contractor acknowledges may be very short),

and such requests for information may include, but are not limited to, any information required:

(iii) by the Chief Executive of the Transport Agency, a Minister or a select committee;

(iv) to respond to a request made pursuant to the Official Information Act 1982, a Parliamentary question, or other information request; or

(v) to fulfil the Transport Agency’s information sharing obligations.
(f) Both parties shall nominate appropriate persons within their organisations to act as primary and secondary points of contact for the other party, and shall notify the other party in writing of their nominated contact points.

(g) For the avoidance of doubt, a party may choose to nominate different primary and/or secondary contact points for different matters relating to the P2Wk Project, or arising from this agreement (for example, different primary and/or secondary contact points for issues relating to relating the AMM Services).

2. **Stakeholder and Communications Management**

2.1 **Project Stakeholder and Communications Plan**

(a) The Contractor shall prepare and implement a Project Stakeholder and Communications Plan for the Contract Term. The purpose of the Project Stakeholder and Communications Plan is to outline the Contractor’s strategy for conducting communications and building and maintaining effective relationships with a wide range of stakeholders in respect of the Project, and to set out the procedures to be followed, amongst other things, for:

(i) informing stakeholders of ongoing works and progress on the P2Wk Project (which, during the period of Works Provisioning, must include likely impacts on adjacent residents and if relevant on motorists and proposed hours of operation outside normal working hours), and P2Wk Project contact details;

(ii) engaging with stakeholders to foster good relationships and to provide opportunities for learning about the P2Wk Project;

(iii) providing early information on key P2Wk Project milestones;

(iv) identifying stakeholders who must be engaged on the P2Wk Project, such as educational facilities (including Mahurangi College), iwi and hapu groups, community groups, business groups, residents organisations, Auckland Council, Auckland Transport, Watercare Services Limited, and local boards;

(v) establishing community liaison groups; and

(vi) identifying a system for recording all interaction with stakeholders including the management of complaints.

(b) The Project Stakeholder and Communications Plan shall be separated into at least three sub-plans, as follows:

(i) the Pre-Construction Stakeholder and Communications Plan (PCSCP), which shall apply to the period between the Execution Date and the commencement of Works Provisioning;

(ii) the Construction Stakeholder and Communications Plan (CSCP), which shall apply from the commencement of Works Provisioning, until:

(A) the Completion Date; or

(B) the completion of Works Provisioning,

whichever is later; and
(iii) the Services Stakeholder and Communications Plan (SSCP), which shall apply from:

(A) the Service Commencement Date; or

(B) the completion of Works Provisioning,

whichever is later, until the end of the Contract Term.

(c) The CSCP shall, as a minimum, meet the requirements of Designation Conditions D6 to D6A, and shall be the document that the Contractor submits to Auckland Council to meet the requirements of those RMA Conditions.

(d) Notwithstanding paragraph (c) of this Schedule, those matters identified with asterisks (*) in paragraph 2.2 of this Schedule shall not be included in the document provided to Auckland Council in order to meet the requirements of Designation Conditions D6 to D6A. Rather, any section(s) of the CSCP that address those matters marked with an asterisk (*) shall be confidential between the Contractor and the Transport Agency.

(e) In addition to the specific information noted in Table 1 below, the PCSCP, CSCP and SSCP shall, as a minimum, address the following matters for the relevant period (generally the, pre-Works Provisioning, Works Provisioning and AMM Services phases of the Project):

(i) objectives / key success indicators;

(ii) communications and stakeholder management team structure;

(iii) interaction between the Contractor and the Transport Agency*;

(iv) communications principles, approach, tools and tactics;

(v) stakeholder management principles, approach, tools and tactics;

(vi) stakeholder identification and mapping;

(vii) iwi relations, including with Hōkai Nuku as a Transport Agency Treaty partner;

(viii) construction/AMM Services-related messages for the P2Wk Project;

(ix) risks and issues management;

(x) crisis and emergency communications;

(xi) identification of opportunities to increase public awareness of the P2Wk Project, and to protect and enhance the Transport Agency’s reputation;

(xii) media management and protocols for staff*;

(xiii) procedures for responding to inquiries and requests for information from stakeholders and the public;

(xiv) communications service standards;
(xv) dispute resolution;
(xvi) branding and signage;
(xvii) publicity collateral;
(xviii) publicity events;
(xix) community engagement initiatives;
(xx) project information centre;
(xxi) project information telephone line;
(xxii) project website;
(xxiii) digital and online communications;
(xxiv) social media;
(xxv) information management including database and record-keeping;
(xxvi) mechanisms for measuring the success of the plan, as evaluated against the key success indicators; and
(xxvii) any other matter requested in writing by the Transport Agency.

Table 1: Additional matters to the included in the PCSCP, CSCP and SSCP

<table>
<thead>
<tr>
<th>Pre-Construction Stakeholder and Communications Plan (PCSCP)</th>
<th>Construction Stakeholder and Communications Plan (CSCP)</th>
<th>Services Stakeholder and Communications Plan (SSCP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The process used to comply with Designation Conditions D6CA to D6D and Resource Consent Conditions RC10CA to RC10CD (Complaints Register), as if those RMA Conditions applied to Project Works carried out prior to the commencement of Works Provisioning.</td>
<td>The process used to comply with Designation Conditions D6CA to D6D and Resource Consent Conditions RC10CA to RC10CD (Complaints Register).</td>
<td>The process used to comply with Designation Conditions D6CA to D6D and Resource Consent Conditions RC10CA to RC10CD (Complaints Register), noting that the obligations under these RMA Conditions apply during Works Provisioning and for 6 months following the P2Wk Project officially opening to public traffic.</td>
</tr>
<tr>
<td>The Respondent’s methodology for conducting Stakeholder Satisfaction Surveys at six months intervals during the PCSCP and CSCP periods, which must include:</td>
<td></td>
<td>The Contractor’s methodology for conducting User Satisfaction Surveys, which must include:</td>
</tr>
<tr>
<td>(a) the process for conducting the survey, including consideration of survey method;</td>
<td></td>
<td>(a) the process for conducting the survey, including consideration of survey method, population, sample</td>
</tr>
</tbody>
</table>
(b) a list of identified stakeholders and stakeholder representatives to be surveyed agreed in consultation with the Transport Agency, and setting out the sample frame, and sampling method and bias as relevant;

(c) the survey questions, which must be designed to objectively measure stakeholder satisfaction with the process and with their engagements with the Contractor, including in relation to:
   (i) stakeholders’ perception of fair and respectful treatment by the Contractor;
   (ii) usefulness, timeliness and sufficiency of information provided by the Contractor;
   (iii) the Contractor’s adherence to the processes set out in the PCSCP or CSCP (as applicable) or other process agreement made between or relevant to the stakeholder and Contractor; and
   (iv) experiences interacting with Contractor Personnel;

(d) the methodology for processing the results of the survey, with the outcome of the survey to be a report clearly branded on the front page with the Contractor’s name and logo and with the names and logos of each of the Contractor’s equity providers, summarising in sufficient detail the findings of stakeholder satisfaction with the process and a percentage measure of the level of satisfaction; and

(e) the Contractor’s plan for permanent publication of the survey report on its P2Wk Project website.*

(b) the survey questions, which must be designed to objectively measure User satisfaction, including in relation to:
   (v) perception of safety;
   (vi) usefulness and sufficiency of information;
   (vii) predictability of journey times;
   (viii) journey experience through the Northern Connection;
   (ix) enjoyable journey;
   (x) ride quality;
   (xi) visual appearance;
   (xii) signage and guidance;
   (xiii) interaction with maintenance and operations activities;
   (xiv) maintenance response times; and
   (xv) experiences interacting with Contractor Personnel; and

The “Baseline”, for the purposes of Schedule 13 (Performance Regime) will be the average of the percentage satisfaction measures derived from the first two User Surveys.

2.2 Prepared plans

(a) The Contractor has confirmed that it has prepared:
   (i) the PCSCP and the CSCP, and that these plans have been approved by the Transport Agency; and
   (ii) a draft SSCP, which has been approved by the Transport Agency.

(b) At least six months prior to the Service Commencement Date, the Contractor shall update the draft SCSP and provide the updated SSCP to the Transport Agency for approval.

(c) Any change(s) to:
(i) the PCSCP; or

(ii) the CSCP; or

(iii) the SSCP, after it has been approved by the Transport Agency under paragraph 2.7 of this Schedule,

must be approved by the Transport Agency prior to the change(s) being implemented.

3. **Communications with media**

   (a) The Contractor shall implement the following protocols in relation to communications with media:

      (i) the Contractor shall at all times be committed to working proactively with the Transport Agency to effectively manage media relations and positively promote the work being undertaken in relation to the P2Wk Project;

      (ii) the Contractor shall obtain the Transport Agency’s consent before communicating with the media in relation to the Project, and will provide all communications and responses to the Transport Agency for review prior to publication or release to the media;

      (iii) the Contractor shall notify the Transport Agency as soon as reasonably possible, having regard to the nature and urgency of the query, of any media enquiries received by the Contractor or sub-contractors in relation to or in connection with the P2Wk Project;

      (iv) the Contractor shall notify the Transport Agency as soon as reasonably possible, having regard to the nature and urgency of the issue, of issues that are likely to attract media attention in relation to the P2Wk Project;

      (v) the Contractor shall, to the extent permitted by Law and the listing rules of any relevant stock exchange, notify the Transport Agency as soon as reasonably possible (having regard to the nature and the urgency of the query) after it becomes aware of any impending announcements to any stock exchange, or any commercial or other issues that are likely to be of interest to the media, relating to it or any of its sub-contractors; and

      (vi) the Contractor shall carry out media training for staff.

   (b) Both parties shall nominate appropriate persons within their organisations to act as primary and secondary points of contact for the other party in relation to communications with media, and shall notify the other party in writing of their nominated contact points.

4. **Branding and Signage**

   (a) The Transport Agency shall work with the Contractor on branding and signage guidelines that will apply during the pre-Works Provisioning, Works Provisioning and AMM Services phases of the P2Wk Project.

   (b) Final branding and signage guidelines will be decided solely by the Transport Agency.
(c) The Contractor, and its sub-contractors, shall adhere to the branding and signage guidelines, approved by the Transport Agency during all phases of the P2Wk Project.