

Schedule 22: Hōkai Nuku

1. Definitions

For the purposes of this Schedule 22:

Accidental Discovery Protocol means the current version of Z22, the NZTA Accidental Discovery Protocol, as reviewed and modified by the Iwi Advisor in accordance with Designation Condition D67;

Cultural Harvest and Use Protocol means the protocol of that name to be prepared by Hōkai Nuku with review by the Transport Agency; and

Ki Uta, Ki Tai - Cultural Indicators Monitoring Plan means the plan of that name to be prepared by Hōkai Nuku with review by the Transport Agency.

2. Compliance with policies and plans

The Contractor shall, to the extent relevant for delivery of the P2Wk Project, comply with the following:

- (a) the Cultural Harvest and Use Protocol;
- (b) the Ki Uta, Ki Tai - Cultural Indicators Monitoring Plan; and
- (c) subject to any variations in accordance with the Resource Management Act 1991 and the RMA Conditions, and to the extent relevant for delivery of the Project, the following documents:
 - (i) the Urban and Landscape Design Framework;
 - (ii) the Cultural, Heritage and Archaeology Management Plan;
 - (iii) the Accidental Discovery Protocol; and
 - (iv) the Pā Management Plan.

3. Hōkai Nuku Partnership Plan

- (a) The Contractor will implement the Hōkai Nuku Partnership Plan.
- (b) The purpose of the Hōkai Nuku Partnership Plan will be to outline the Contractor's strategy for conducting communications and building and maintaining effective relationships with Hōkai Nuku in respect of the P2Wk Project, including in respect of the Iwi Advisor as the advisor (or other nominated kaitiaki) appointed by Hōkai Nuku in accordance with Designation Condition D7.
- (c) Any change(s) to the Hōkai Nuku Partnership Plan must be approved by the Transport Agency prior to the change(s) being implemented, in accordance with Schedule 9 (Operative Documents).

4. Project design

- (a) The Contractor shall design the P2Wk Project in a manner that retains the option(s) set out in the Pā Management Plan for providing future access to Ngā Pā o Te Hēmara Tauhia.
- (b) In addition to the requirements of Designation Condition D36(b), the Contractor shall incorporate any pou whenua (carved markers) or other cultural art works shown in designs agreed between the Transport Agency and Hōkai Nuku and provided to the Contractor prior to 19 August 2016 into the relevant Urban and Landscape Design Sector Plans. The Contractor shall engage with Hōkai Nuku when installing the pou whenua.

5. Planting

- (a) The Contractor shall engage with Hōkai Nuku when selecting suppliers to provide any plantings required to meet the RMA Conditions. The Contractor will consider the use of any supplier(s) recommended by Hōkai Nuku, subject to:
 - (i) any recommended supplier(s) being able to guarantee a reliable supply of plantings at a reasonable market price, which meet the Contractor's requirements for seedlings and the timing requirements of the P2Wk Project's construction programme; and
 - (ii) compliance with the RMA Conditions (including Designation Condition D36A, which relates to consideration of sourcing planting raised via the open-ground forestry method).
- (b) In the event that the supplier(s) recommended by Hōkai Nuku cannot meet all the requirements of paragraph 5.1 of this Schedule 22, the Contractor shall actively engage with Hōkai Nuku to explore the possibility of the supplier(s) recommended by Hōkai Nuku supplying some of the plantings required by the Transport Agency, to be supplemented by additional plantings from other supplier(s).

6. Designation 408 to be stock proof, following the completion of construction

Following the roll back of the Designation 408 boundary under Designation Condition D3, the Contractor shall ensure that the remaining land and all permanent streams within the designation are stock proof.

7. Project signage

In respect of all public signage for the P2Wk Project under the Transport Agency's control, the Contractor shall ensure that the Transport Agency's policy for bilingual signage (English – Māori) is implemented.

8. Iwi Advisor costs

The Contractor shall be responsible for all reasonable costs and expenses associated with the roles and responsibilities of the Iwi Advisor set out in the RMA Conditions, or that are otherwise identified and agreed by the Contractor for the Iwi Advisor in respect of the P2Wk Project, except for costs for "Other Cultural Services" (as that term is defined in Appendix A to this Schedule 22), which the parties shall endeavour to agree in good faith within six

weeks of the Execution Date. Failing agreement within this timeframe, either party may refer the amount of the costs for Other Cultural Services to a Dispute to be determined under clause 89 (Accelerated Dispute Resolution Procedures). The Transport Agency must pay the amount agreed or determined (as the case may be) in accordance with clause 49 (Unitary Charge) of the Base Agreement.

9. Hōkai Nuku Business Growth Fund

- (a) The Contractor will report annually to the Transport Agency on the grants made by the Contractor to Hōkai Nuku under the Contractor's business growth fund, proposals and outcomes of those grants.
- (b) The Contractor acknowledges that it will seek to apply the following principles in respect of its business growth fund for Hōkai Nuku:
 - (i) the Transport Agency will be invited as an observer to the committee established by the Contractor and Hōkai Nuku to administer the Contractor's business growth fund;
 - (ii) grants from the Contractor's business growth fund will be made by reference to business plans provided by Hōkai Nuku, and will be made to successfully selected applicants on the principle of shared financial risk. In particular, applicants will be required to provide a financial contribution (an equity stake) to match a portion of the grant sufficient in quantum to create a real sense of shared ownership and accountability by the applicant for the success of the activity;
 - (iii) grants will be reviewed periodically to assess the outcome of the grants, and the results of those reviews taken into account for future grants; and
 - (iv) to the extent the Contractor considers reasonable, the Contractor will provide coaching for grant recipients if deemed beneficial to achieving the business case outcome from the grant.
- (c) *HN Business Growth Fund Committee:*
 - (i) The Contractor will establish a joint committee with equal representation from Hōkai Nuku and the Contractor to oversee the administration of the fund (**HN Business Growth Fund Committee**);
 - (ii) the Contractor will appoint a chair of the HN Business Growth Fund Committee; and
 - (iii) the HN Business Growth Fund Committee will meet at least quarterly.
- (d) The Contractor will provide an annual report to the Transport Agency in respect of the grant which shall cover at a minimum:
 - (i) grant activities and reasons for selections (including a summary of any relevant business case);
 - (ii) benefits gained by the grant applicant, community and local economy;
 - (iii) status and forward look for each grant/ activity;
 - (iv) lessons learnt for the HN Business Growth Fund Committee, applicants and as applicable the Transport Agency; and

- (v) any changes, adaptations or improvements to be made in respect of the Hōkai Nuku business growth fund in coming year building on experience to date.

Appendix A: Other Cultural Services

1. Exercise of Iwi Advisor (including Cultural Advisors, Pou Tataki and supporting administration) beyond the scope of the RMA Conditions including:
 - Cultural inductions;
 - Cultural indicators and subsequent monitoring;
 - Cultural ceremonies;
 - Cultural harvest and use opportunities;
 - Additional supervision and monitoring during construction beyond that required by the RMA Conditions; and
2. Hōkai Nuku meetings outside of the scope of the RMA Conditions.