



GOVERNANCE GROUP

Andrew McNaught | Manager Te Ara Mahi | MBIE

Campbell Gilmour | National Manager | Pacific Haulage Ltd ,ISO Transport

Guy Allen | Director | GCA Logistics Ltd

Mark DeCosta | Director | DeCosta Enterprises

Richard Harding | Chartered Accountant | Bain & Sheppard

Dave Pardoe TRT Programme Manager

THE TEAM

Dave Pardoe | Programme Manager

Natasha Tuapawa | Administrator/Pastoral Care Leader

ADVISORY GROUP

The programme is run by industry for industry, supporting the wider industry such as freight, forestry, agriculture, logging, logistics, bulk haulage, livestock & civil.



SERVICES AGREEMENT FOR Tourism Conversation Career Pilot in Nelson - Tasman

DATE: 08/09/2022

BETWEEN **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through Andrew McNaught Programme Director, Sector Workforce Engagement Programme, Provincial Development Unit, Ministry of Business, Innovation and Employment (**Ministry**)

AND Nelson Regional Development Agency (**Service Provider**)

AGREEMENT

The Ministry engages the Service Provider, and the Service Provider accepts engagement by the Ministry, to provide the Services and Deliverables on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Terms and Conditions).

SIGNED

Signed for and on behalf of **HER MAJESTY THE QUEEN**)
in right of New Zealand by Andrew McNaught,)
Programme Director, Sector Workforce Engagement)
Programme, Provincial Development Unit, Ministry of)
Business, Innovation and Employment:

Signature

Date: 08/09/2022

Signed for and on behalf of Nelson Regional)
Development Agency by Fiona Wilson:)

Signature

Print Full Name

Print Title

Date: _____

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SCHEDULE 1

DETAILS

1. Context and Purpose *(clause 2.2, Schedule 2)*

- In 2018/19 Abel Tasman National Park had around 300,000 visitors. Since the appearance of COVID-19, this number has reduced to 150,000 for the 2020/21 season (50% reduction). This affected the number of day visitors more than those staying overnight
- This drop in numbers has affected all the concessionaires operating in Abel Tasman.
- Government wage subsidies provided some initial relief to these operators; however, these have since ceased, and the appearance of the Omicron variant has created further impacts to visitor numbers.
- Normally Tourism operators scale their staffing requirements to meet seasonal demand. These staff often come from the northern hemisphere and work across both summer seasons. This is not possible under the current boarder restrictions.
- Most of the Abel Tasman Tourism operators have supported the development of the programme and have expressed a strong desire to be involved. They have all highlighted the severe challenges they are currently facing due to the reduction of visitors to the park and their ability to retain competent staff, should demand return.
- DOC have engaged with the tourism operators to develop a model that shares the potential labour across tourism and DOC Jobs for Nature programmes
- We have explored work opportunities through Jobs for nature funded projects, councils and through conservation-based businesses in the area.

2. Services *(clause 2, Schedule 2)*

The following services:

- To support fund a role that could coordinate between the conservation employment opportunities and the participating tourism operators to:
 - Understand seasonal staffing needs of projects and develop a work programme
 - Understand tourism operators staff capacity and skills
 - Coordinate the administration and logistics needed for people to split their time between the two industries
 - Help with barriers to entry, such as the preferred supplier process when working with a council
 - Coordinate a joint application for delivering a conservation project across multiple tourism companies

3. Deliverables (clause 2, Schedule 2)

The following deliverables:

Expectations

- Directly delivering against the following expectations:
- Perform the duties of this position in a manner that meets the intended strategy and objectives, while maintaining the positive reputation of the Nelson Tasman region.
- Additional opportunities for redeployment in Nelson Tasman are identified and funding applied for.
- Contributing to the following wider regional goals:
- Additional local jobseekers can access redeployment opportunities and be supported with training, upskilling and pastoral care, as required.
- Local employers can source the right people at the right time for their businesses.
- Increased coordination across government agencies of potential redeployment opportunities in the Nelson Tasman region.
- Stronger awareness and evidence of the issues facing Nelson Tasman visitor sector operators, as well as a more coordinated approach to solutions.
- Jobseekers placed into employment are provided with opportunities to build and demonstrate new skills, which leads to sustainable employment.
- Better alignment of future skills for the roles required for the region.
- Potential for some diversification to support other struggling industries beyond tourism within the local economy.
- Fewer permanent residents to leave the community to seek other employment opportunities, retaining/enhancing (and potentially attracting) labour within the region.
- More employment opportunities for school leavers and NEETS.
- Creating and enhancing a multi-skilled community.

Aspirational goals

- This role has the potential to enable many aspirational and transformational outcomes for the region's economic, social, and environmental health. Some of these include, but aren't limited to:
- Workers participating in the programme report greater satisfaction in their mahi. This may be due to increased job security for workers through continuous employment and job opportunities, and the nature-based work and variety in roles may produce well-being benefits.
- Employers in the region are reporting increased cross-industry collaboration and describing the benefits which come from this.
- Positive conservation outcomes increase in the region due to more people being placed in nature-based work, and workers becoming advocates for conservation having first-hand experience of working in conservation.
- There is an increased diversity of skills of tourism workers in the region. This could be measured by either the original employers reporting on their workers, or workers doing a self-measurement.
- Labour related indicators of successful change may include:
- Turnover rates are reduced through tourism workers being retained in the region and in their job.

- Labour underutilisation and overworking rates reduce due to workers being able to work at their desired capacity, rather than following the peaks and troughs of tourism demand.
- Casualisation in the sector reduces due to workers being in consistent employment.

4. Ministry inputs (clause 3, Schedule 2)

The following inputs:

Year One: \$100,000 MBIE

Year Two: \$20,000 MBIE (after review)

Funding would provide salary, reimbursement of travel expenses, IT equipment and phone.

Funding is for 100% of year one and 20% of year two. This is to assist with establishment of the initiative by which time other sources of funding will be available.

DOC envisions that the Abel Tasman foreshore levy fund would be able to sustain this role in possibly year 3 or 4. An option is to negotiate a higher contribution from concession holders for year 2 and 3. Part of this role will be to work with concession holders on sustainability of funding going forward. MBIE Tourism Industry Transformation Plan will also contribute funding for year 2. Any further funding would be dependent on an evaluation of the pilot with the findings recommending further investment.

5. Standards (clause 2.1.a, Schedule 2)

All employees, full-time, part-time, permanent, fixed-term or casual, are entitled to a copy of their (individual or collective) employment agreement in writing. The employment agreement must have terms and conditions which are at least as good as the minimum rights in the law.

6. Timeframes and Milestones (clause 1.1, 2.1.a, Schedule 2)

Deliverable/Milestone	Performance standard	Due date	Amount due (ex GST)
Signed employment agreement	Job description completed, recruitment process and successful selection of candidate	Once employment agreement is signed and start date confirmed	§ 9(2)(b)(ii)
After 6 months employment	Progress report completed and submitted	6 months from the start date of employment	§ 9(2)(b)(ii)
After 12 months employment	Final report completed and submitted	12 months from start date of employment	§ 9(2)(b)(ii)

7. **Charges** (clause 4.1, Schedule 2)

Fixed Charge of \$120,000 plus GST (if any).

8. **Invoice Terms** (clause 4.2, Schedule 2)

Invoice in instalments on the invoice dates set out below, subject to completion of the relevant Milestone to the Ministry's satisfaction:

Instalment (plus GST)	Date	Milestone
\$ ^s 9(2)(b)(ii)	Once employment agreement is signed and start date confirmed	Signed employment agreement
\$ ^s 9(2)(b)(ii)	6 months from the start date of employment	Progress report completed and submitted
\$ ^s 9(2)(b)(ii)	12 Months from start date of employment	Final report completed and submitted

9. **Expenses** (clause 4.6, Schedule 2)

No reimbursement of expenses.

10. **Commencement Date** (clause 1.1, 5.1, Schedule 2)

Once a suitable candidate has been sourced and employment agreement has been signed by both parties

11. **Completion Date** (clause 1.1, 5.1, Schedule 2)

After 12 months employment

12. **Reporting Requirements** (clause 9.1, Schedule 2)

Progress report at 6 months and 12 months in line with contract milestones. Activity reports to be submitted monthly.

13. **Service Provider's and/or Third Parties' Pre-existing Intellectual Property Rights** (clause 11.4, Schedule 2)

N/A

14. **Service Provider's Pre-existing Conflicts of Interest** (clause 13.2, Schedule 2)

17. Address for Notices (clause 19.5, Schedule 2)

Ministry:	Service Provider:
<p>Ministry of Business, Innovation and Employment 15 Stout Street PO Box 1473 WELLINGTON</p> <p>Email Address: Andrew.mcnaught@mbie.govt.nz</p> <p>Attention: Andrew Mcnaught</p>	<p>Nelson Regional Development Agency 322 Hardy St PO Box 788 Nelson</p> <p>Email Address: s 9(2)(a)</p> <p>Attention: s 9(2)(a)</p>

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SCHEDULE 2

SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

1. Definitions

1.1 In this Agreement, the following terms have the stated meanings:

Agreement means this agreement, including Schedule 1 and this Schedule 2;

Business Day means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;

Charges means the charges set out in the Details;

Commencement Date means the commencement date set out in the Details or, if no commencement date is set out, the date of this Agreement;

Completion Date means the completion date set out in the Details;

Confidential Information means the terms and conditions of this Agreement, the Deliverables and all information and data (in any form) produced or acquired by the Service Provider or its Personnel in connection with this Agreement or the performance of the Services, and the Ministry Data;

Deliverables means the deliverables (if any) described in the Details and any other documents, reports or other materials produced by the Service Provider in the course of providing the Services;

Details means Schedule 1;

Exit Services has the meaning given in clause 6.6;

GST means goods and services tax within the meaning of the Goods and Services Tax Act 1985;

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity, and **Intellectual Property** has a corresponding meaning;

Key Personnel has the meaning given in clause 7.1;

Milestone means an event or task under this Agreement to be performed at or by a particular date and time, as set out in the Details (if any);

Ministry Data means all information and data (in any form) belonging to the Ministry that is acquired by the Service Provider or its Personnel in connection with this Agreement or the performance of the Services and includes the Ministry's information systems and processing facilities, all data relating to the Ministry's operations and clients and all data or business knowledge about the Ministry, its Personnel, customers and suppliers;

Parties means the Ministry and the Service Provider,

including their permitted assigns;

Personnel means all employees, contractors, agents and officers and includes, to avoid doubt, Key Personnel (if any); and

Services means the services described in the Details together with all other work to be performed by the Service Provider to supply the Deliverables and perform its other obligations under this Agreement.

1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.

1.3 The headings in this Agreement are for convenience only and have no legal effect.

1.4 The singular includes the plural and vice versa.

1.5 "Including" and similar words do not imply any limitation.

1.6 References to a statute include references to that statute as amended or replaced from time to time.

1.7 References to "NZD" or "\$" are to New Zealand currency, except where expressly stated otherwise.

1.8 The rule of construction known as *contra proferentem* does not apply to the interpretation of this Agreement.

1.9 If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail, except where the Details expressly state otherwise.

2. Services and Deliverables

2.1 The Service Provider must provide the Services and the Deliverables promptly, efficiently, with reasonable skill and care and using suitably skilled, experienced and qualified Personnel, in accordance with:

- a. this Agreement, including the standards and Milestones and other timeframes (if any) set out in the Details (and if no timeframe is set out in the Details, within a timeframe that is reasonable in the circumstances);
- b. the best currently accepted principles and practices applicable to the Services and the Deliverables;
- c. all applicable laws, regulations, rules and professional codes of conduct or practice, including the Employment Relations Act 2000, the Immigration Act 2009 and the Health and Safety at Work Act 2015;
- d. the Ministry's security and health and safety policies and requirements where the Service Provider is providing any of the Services and Deliverables on the Ministry's premises; and
- e. the reasonable directions of the Ministry.

2.2 The Service Provider must ensure that the Services and Deliverables are fit for the purpose set out in the Details

(if any).

- 2.3 The Service Provider must obtain all third party consents, licences, authorisations and approvals required for it to provide the Services and Deliverables under this Agreement.
- 2.4 If the Services or Deliverables are not, in the Ministry's reasonable opinion, provided in accordance with this Agreement (including in accordance with any Milestone due dates set out in the Details) or are not otherwise in accordance with the Ministry's requirements, the Ministry may (without limiting its other remedies):
- require the Service Provider to remedy the deficiency immediately, at the Service Provider's cost;
 - withhold any payment due to the Service Provider until the deficiency is remedied to the Ministry's satisfaction; and/or
 - deduct a reasonable amount from any payment due to the Service Provider to reflect the deficiency.
- 2.5 The Service Provider must provide the Deliverables in such format, and on such medium, as is reasonably required by the Ministry.
- 2.6 The Service Provider acknowledges that the Ministry may engage other suppliers to provide services that relate to or are used by the Ministry in conjunction with the Services and Deliverables. The Service Provider agrees to co-operate fully and collaborate in good faith with the Ministry and any external suppliers in a timely manner, including:
- providing information reasonably required to ensure that the Ministry and any external supplier is able to perform their relevant responsibilities and functions; and
 - to the extent that it is within the Service Provider's control, achieving efficiency and reliability of services and deliverables provided to the Ministry and to ensure efficient change control processes across all suppliers.

3. Ministry inputs

The Ministry must use reasonable efforts to provide the inputs set out in the Details (if any) to the Service Provider in accordance with any timeframes set out in the Details (and if no timeframe is set out in the Details, within a timeframe that is reasonable in the circumstances).

4. Charges and invoicing

- 4.1 Subject to clauses 2.4, 4.3, 4.4 and 4.5, the Ministry must pay the Charges at the rates set out in the Details for the provision of the Services and the Deliverables. The Charges:
- are the total amount payable by the Ministry for the provision of Services and Deliverables under this Agreement; and
 - must not exceed any cap on the Charges set out in the Details.
- 4.2 The Service Provider must provide a fully itemised valid GST invoice to the Ministry for all Charges due in

the manner set out in the Details. The invoice must:

- be sent directly to the Ministry in PDF format via email to mbie.invoices@mbie.govt.nz;
- Be copied to the relevant MBIE manager;
- include details of the Services and Deliverables to which the invoice relates;
- include sufficient information reasonably required to enable the Ministry to validate the claim for payment including:
 - reference to this Agreement (under which the invoice is issued);
 - the Charges for and description of each Service and Deliverable being invoiced;
 - in respect of any Charges on a time and rate basis, the relevant times and rates on which the Charge is based;
 - full details of any approved expenses incurred, together with copies of invoices for such items which have a value greater than \$1,000; and
- be clearly and legibly marked to the attention of the full name of the person ordering the Services and Deliverables.

4.3 The Ministry is not obliged to make any payment under this Agreement until an invoice which complies with clause 4.2 has been received by it from the Service Provider. Payments will be made to the credit of a bank account to be designated in writing by the Service Provider.

4.4 The Charges are inclusive of all taxation except GST. The Ministry shall be entitled to deduct any withholding tax required to be withheld by law from payments made to the Service Provider and shall not be required to gross-up or increase any such payments in respect of such amounts withheld.

4.3 Without limiting the Ministry's rights under clause 2.4, the Ministry may (acting reasonably) withhold any disputed amount until the dispute is resolved. The Ministry must pay any undisputed portion of the sum set out in each invoice by the 20th of the month following the month of receipt of the invoice. The Ministry must reimburse the Service Provider for expenses incurred by the Service Provider in providing the Services and Deliverables only if, and to the extent, specified in the Details.

5. Term

- 5.1 Subject to clauses 6.1, 6.2 and 18.2, this Agreement will commence on the Commencement Date and will continue until the later of the Completion Date set out in the Details or completion of the Services and provision of the Deliverables in accordance with this Agreement.
- 5.2 Services and Deliverables provided prior to the date of this Agreement are deemed to have been provided on the terms of this Agreement.

6. Termination

- 6.1 The Ministry may terminate this Agreement at any time by giving 10 Business Days' notice to the Service Provider.
- 6.2 The Ministry may terminate this Agreement immediately by giving notice to the Service Provider, if the Service Provider:

- a. is in breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
- b. fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;
- c. does or omits to do something, or any matter concerning the Service Provider comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
- d. has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
- e. becomes, or in the Ministry's reasonable opinion, is likely to become insolvent, bankrupt or subject to any form of insolvency action or administration.
- 6.3 Termination or expiry of this Agreement does not affect the rights and obligations of the Parties accrued up to and including the date of termination.
- 6.4 Within 10 Business Days of termination of this Agreement:
- a. where that termination was under clause 6.1, the Ministry must pay the Service Provider for Services and Deliverables provided in accordance with this Agreement up to the date of termination (provided the Service Provider has provided an invoice which complies with clause 4.2); and
- b. the Service Provider must refund to the Ministry all amounts paid by the Ministry for Services or Deliverables not provided. If the Ministry has paid a fixed Charge for Services or Deliverables, the Service Provider must refund to the Ministry a portion of the fixed Charge which, in the Ministry's reasonable opinion, relates to the Services or Deliverables not provided.
- 6.5 Except to the extent the Service Provider is legally required to retain any Confidential Information, the Service Provider must, within 5 Business Days of termination or expiry of this Agreement:
- a. return to the Ministry:
- i. all Confidential Information in the Service Provider's possession or control; and
- ii. all other property of the Ministry relating in any way to this Agreement (including documents, data, work-in-progress and materials in which the Intellectual Property Rights of the Ministry are vested and back-up copies) which is in the possession or control of the Service Provider or its Personnel; and/or
- b. if requested by the Ministry, destroy or erase all copies in any form of the Confidential Information or Ministry Intellectual Property and any other documents prepared by or for the Service Provider which contain or reflect any Confidential Information or Ministry Intellectual Property.
- 6.6 The Service Provider must, if requested by the Ministry, provide the exit services set out in the Details, if any (**Exit Services**), before or from the expiry or termination of this Agreement.
- 6.7 The Ministry must, except where the Ministry has terminated under clause 6.2, pay for the Exit Services at the relevant rates set out in the Details, up to the total maximum cap set out in the Details for the Exit Services. To avoid doubt, the terms of this Agreement continue to apply to the Exit Services, with all necessary modification.
- 6.8 The provisions of this Agreement which, by their nature, are intended to survive termination or expiry of this Agreement, including those provisions relating to remedying deficiencies in the Services and Deliverables (clause 2.4), termination (clause 6) reporting requirements (clause 9.2), intellectual property (clause 11), confidentiality (clause 12), and liability and insurance (clause 14) will continue after the expiry or termination of this Agreement.
- 7. Key Personnel**
- 7.1 The Service Provider must ensure that the key Personnel set out in the Details (if any) (**Key Personnel**) provide the Services and Deliverables.
- 7.2 If, at any time during the term of this Agreement, any member of the Key Personnel is not available to provide the Services and Deliverables, the Service Provider must:
- a. promptly notify the Ministry of the non-availability of any Key Personnel; and
- b. consult with the Ministry when appointing a replacement.
- 7.3 Where the Service Provider appoints a new person to a Key Personnel role, it must ensure that a full and proper handover occurs between each appointee to a Key Personnel role.
- 7.4 If the Service Provider's Personnel require access to the Ministry's facilities and IT systems to provide the Services the Service Provider must provide the following evidence of the suitability of the relevant Personnel:
- a. Ministry of Justice criminal record check (MoJ Check);
- b. clearance to work in New Zealand; and
- c. credential and reference check from at least two references (the Evidence).
- The Evidence must not be more than 6 months old.
- Apart from the MoJ Check, the Service Provider must provide the Evidence when the Personnel are proposed to provide the Services.
- The Service Provider must provide the MoJ Check to the Ministry as soon as possible and no later than 20 business days after the Contract has commenced.
- On request by the Ministry, the Service Provider must provide additional evidence of the suitability of the Personnel performing the Services such as a credit check.
- 7.5 For other Personnel providing the Services, the Service Provider, on request by the Ministry, must provide evidence of the suitability of the Personnel performing the

Services. This evidence is to be in the form of the following background checks which are not to be more than 6 months old:

- a. Ministry of Justice criminal record check;
- b. clearance to work in New Zealand;
- c. credential and reference check; and
- d. credit check.

7.6 The Service Provider will immediately notify the Ministry of any change it is aware of to the suitability of the Personnel during the term of this Contract.

8. Good Employer

The Service Provider must ensure that it operates policies and systems that promote fair and proper treatment of employees in all aspects of their employment.

9. Reporting Requirements

9.1 The Service Provider must report on the progress of the Services and Deliverables (including, if requested, providing copies of current versions of the Deliverables) to the Ministry:

- a. as set out in the Details; and
- b. in any format and on any medium reasonably required by the Ministry.

9.2 The Service Provider must:

- a. respond promptly, accurately and adequately to any request for information made by the Ministry in relation to this Agreement, including for the purpose of enabling the Ministry to comply:
 - i. with its obligations under the Official Information Act 1982 and the Privacy Act 1993;
 - ii. with its obligations to relevant Ministers of the Crown and Select Committees; and
 - iii. otherwise for the purpose of enabling the Ministry to comply with its internal and external reporting and accountability obligations; and
- b. ensure that all information provided to the Ministry contains sufficient content and detail to enable the Ministry to make use of the information for the purpose for which it was requested.

10. Warranty

Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in accordance with this Agreement's terms.

11. Intellectual Property

11.1 The following Intellectual Property (including any modification, enhancement or derivative work of that Intellectual Property) remains the property of the current owner, regardless of its use in the Deliverables:

- a. Intellectual Property that existed prior to the date

of this Agreement; and

- b. Intellectual Property that was developed independently of this Agreement.

To avoid doubt, all Intellectual Property Rights in the Ministry Data (including in any modification, enhancement or derivative work of that Ministry Data) remain the property of the Ministry, regardless of its use in any Deliverables.

11.2 Subject to clauses 11.1 and 11.4 and unless stated otherwise in the Details, all new Intellectual Property Rights in the Confidential Information (including any enhancement, modification or derivative work of that Confidential Information) and any other Intellectual Property created or developed by the Service Provider or its Personnel in providing the Services and Deliverables will be owned by the Ministry from the date the Intellectual Property is created or developed.

11.3 The Service Provider must not develop, create or use in the course of performing this Agreement any Deliverable or other material which infringes or is likely to infringe the Intellectual Property Rights of any person.

11.4 The Service Provider must not incorporate any Intellectual Property owned by it or a third party into the Confidential Information or any Intellectual Property created or developed in providing the Services and Deliverables unless:

- a. the Service Provider's (and any third party's) Intellectual Property Rights are listed in the Details; and
- b. the Service Provider grants or obtains for the Ministry an irrevocable, transferable, perpetual, royalty-free licence to use, modify, licence, market and disseminate the relevant Intellectual Property for the purpose set out in the Details or, if there is no purpose set out, for the Ministry's general purposes, including any purpose reasonably contemplated when the Services and Deliverables were provided.

11.5 The Service Provider must indemnify and keep indemnified the Ministry from and against all claims, proceedings, damages, liability, loss, costs or expense (including legal costs on a solicitor own client basis) in connection with the infringement or alleged infringement of any third party's Intellectual Property Rights (**IP Claim**) arising out of or in connection with the Services or the Deliverables or the supply to or the possession or use by the Ministry (or its Personnel) of the Deliverables as contemplated by this Agreement.

11.6 The Service Provider is not required to indemnify the Ministry under clause 11.5 to the extent that an IP Claim arises as a result of:

- a. the Ministry's breach of this Agreement; or
- b. modification or alteration of the Deliverables by a person other than the Service Provider (but only to the extent of the modification or alteration).

11.7 Without limiting the indemnity in clause 11.5 or any other rights of the Ministry under this Agreement, if at any time an IP Claim is made, or in the Service Provider's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, at the Ministry's request the Service Provider must (at the Service Provider's cost

and option):

- a. obtain for the Ministry the right to continue using the items which are the subject of the IP Claim; or
- b. modify, replace or re-perform the items which are the subject of the IP Claim so they become non-infringing, provided that this does not detract from the performance of the Services or Deliverables.

11.8 Without limiting the Ministry's other rights and remedies, if the remedies in clause 11.7 are exhausted without remedying or settling, to the Ministry's satisfaction, the IP Claim, the Ministry may terminate this Agreement for breach under clause 6.2a.

12. Confidentiality

12.1 The Service Provider must, unless it has the prior written consent of the Ministry:

- a. keep the Confidential Information confidential at all times;
- b. not disclose any Confidential Information to any person other than its Personnel to whom disclosure is necessary for the purposes of providing the Services and Deliverables;
- c. ensure that it has in place adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons including, as a minimum, complying with the Ministry's Retention and Disposal Schedules and all relevant requirements imposed from time to time by the New Zealand Government on the holding, access, use, retention and disposal of government information;
- d. upon request by the Ministry, provide the Ministry with independent verification of its compliance with clause 12.1c; and
- e. ensure that any Personnel to whom it discloses Confidential Information are aware of, and comply with, the provisions of this clause 12.

12.2 The obligations of confidentiality in clause 12.1 do not apply to any disclosure of Confidential Information:

- a. required by law;
- b. to the extent that such disclosure is necessary for the purposes of providing the Services and Deliverables or exercising rights under this Agreement; or
- c. where such information has become public other than through a breach of the obligation of confidentiality in this clause 12 by the Service Provider, or its Personnel, or was disclosed to the Service Provider on a non-confidential basis by a third party who is not in breach of any obligation of confidentiality to the Ministry.

12.3 The Service Provider must not, without the Ministry's prior written approval:

- a. make any public statement in relation to this Agreement or the provision of the Services or Deliverables to the Ministry, including making press releases or naming the Ministry on any customer list; or

- b. offer any customer reference in relation to this Agreement.

13. Conflict of Interest

13.1 The Service Provider must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must avoid conflicts of interest. Conflicts of interest include:

- a. situations which could give rise to a conflict of interest or compromise the Service Provider's or the Ministry's integrity; or
- b. any financial or other interest or undertaking that could interfere with or compromise the performance of the Service Provider's obligations under this Agreement, or the integrity or standing of the Ministry.

13.2 Unless otherwise stated in the Details, the Service Provider warrants that it has no conflicts of interest at the date of this Agreement.

13.3 The Service Provider must advise the Ministry in writing of any actual or potential conflict of interest that might arise in the performance of the Services and the development of the Deliverables as soon as the Service Provider becomes aware of it, and must assist the Ministry to address or avoid or mitigate that conflict of interest.

14. Liability and Insurance

14.1 Except for the Ministry's liability to pay the Charges, neither Party is liable for any loss of profit, revenue, data, savings, business and/or goodwill or any other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement, regardless of whether the other Party had been advised of the possibility of such loss or damage.

14.2 Clause 14.1 does not apply to limit the Service Provider's liability:

- a. under the Intellectual Property indemnity in clause 11.5;
- b. in connection with a breach of clause 12; or
- c. under clause 14.4.

14.3 To the maximum extent permitted by law, the maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if all Services and Deliverables had been provided in accordance with this Agreement.

14.4 The Service Provider indemnifies the Ministry against any claim, liability, loss or expense, including legal fees on a solicitor own client basis (together, loss), brought or threatened against, or incurred by the Ministry, arising from fraud or wilful misconduct by the Service Provider or its Personnel or personal injury or death as a result of, or in connection with, an act or omission of the Service Provider or its Personnel in breach of this Agreement, except to the extent that loss arises out of an act or omission by the Ministry.

14.5 The Service Provider must:

- a. at its own expense, ensure that it has in place for the term of this Agreement:
 - i. adequate insurance to cover standard commercial risks and the indemnities under this Agreement; and
 - ii. other insurance reasonably required by the Ministry; and
- b. upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

15. Audit

- 15.1 At the Ministry's request, the Service Provider must allow the Ministry (or an independent auditor nominated by the Ministry) to conduct audits of the Service Provider's compliance with this Agreement.
- 15.2 If an audit reveals any material non-compliance with this Agreement, the Service Provider must bear all of the Ministry's costs in carrying out that audit, in addition to any other rights and remedies the Ministry may have in respect of the non-compliance.
- 15.3 Without limiting clause 15.1, the Service Provider must co-operate in a timely manner in relation to any audit undertaken in accordance with this clause 15, including promptly providing the Ministry or the auditor (as the case may be) with reasonable access and assistance in respect of any audit, including reasonable access to the Service Provider, its Personnel, and the facilities, records and resources which are owned by the Service Provider and used in the provision of the Services and Deliverables.
- 15.4 The Ministry or the auditor (as the case may be) may make copies of any records or other information acquired by it for the purposes of any audit undertaken in accordance with this clause 15.

16. Independent Contractor

- 16.1 The Service Provider is engaged to provide the Services and Deliverables as an independent contractor. The Service Provider (including its Personnel, if any) is not an employee of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to pay to the Service Provider:
 - a. holiday pay, sick pay or any other payment under the Holidays Act 2003; or
 - b. redundancy or any other form of severance pay; or
 - c. taxes or levies, including any levies under the Accident Compensation Act 2001.
- 16.2 The Service Provider indemnifies the Ministry against any taxes, levies, penalties, damages or compensation which the Ministry may be liable to deduct, withhold or pay by reason of the Service Provider, or any person used by the Service Provider to provide the Services or Deliverables, being held to be an employee of the Ministry or of the Chief Executive of the Ministry.

17. Dispute Resolution

- 17.1 The Parties will attempt to resolve any dispute or

difference that may arise under or in connection with this Agreement amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.

- 17.2 If the Parties' senior managers are unable to resolve the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or another form of alternative dispute resolution agreed between the Parties.
- 17.3 If a dispute is referred to mediation, the mediation will be conducted by a single mediator appointed by the Parties (or if they cannot agree, appointed by the Chair of the Resolution Institute) and on the terms of the Resolution Institute standard mediation agreement (unless the Parties agree otherwise). The Parties will pay their own costs relating to any mediation or other form of alternative dispute resolution (unless they agree otherwise).
- 17.4 The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending final resolution of the dispute.
- 17.5 Nothing in this clause 17 precludes either Party from taking immediate steps to seek urgent relief before a New Zealand court.

18. Force Majeure

- 18.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including acts of God, communication line failures, power failures, riots, strikes, lock-outs, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement (**Force Majeure Event**). To avoid doubt, a Party cannot rely on this clause 18.1 to the extent that it could have avoided the effects of the Force Majeure Event by taking reasonable steps. The Party affected must:
 - a. notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
 - b. use its best endeavours to overcome the Force Majeure Event and minimise the loss to the other Party; and
 - c. continue to perform its obligations as far as practicable.
- 18.2 If by reason of a Force Majeure Event a Party has been unable to perform any material obligation under this Agreement for a period of one month, the other Party may, after consulting with the Party affected by the Force Majeure Event, immediately terminate this Agreement by giving notice to that Party.

19. General

- 19.1 A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial

exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.

19.2 Assignment:

- a. The rights and obligations of the Service Provider under this Agreement are personal to the Service Provider and may only be assigned, delegated or subcontracted with the prior approval in writing of the Ministry (which may not be unreasonably withheld or delayed). The Service Provider remains liable for performance of its obligations under this Agreement despite any approved assignment, subcontracting or delegation.
- b. If the Service Provider is a company, any transfer of shares, or any other arrangement affecting, the Service Provider or its holding company which results in a change in the effective control of the Service Provider is deemed to be an assignment subject to clause 19.2.a.

19.3 This Agreement may only be varied by agreement in writing signed by the Parties.

19.4 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

19.5 Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or post to the Parties' respective addresses as set out in the Details. Any notice is deemed to be received:

- a. if personally delivered, when delivered;
- b. if posted, three Business Days after posting; or
- c. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error;

provided that any notice received after 5pm or on a day which is not a Business Day is deemed not to have been received until the next Business Day.

19.6 This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

19.7 This Agreement may be signed in any number of counterparts (including scanned copies) and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

19.8 This Agreement will be governed by and construed in accordance with New Zealand law. Subject to clause 17, each Party submits to the non-exclusive jurisdiction of the New Zealand courts in relation to any dispute connected with this Agreement.

Activity Report 1 7-30 November 22	Conservation & Tourism Workforce Pilot – Nelson Tasman	Prepared by Programme Lead - Ruth Seabright
Services	Deliverables	
<ul style="list-style-type: none"> • Understand seasonal staffing needs of projects and develop a work programme. • Understand tourism operators staff capacity and skills. • Coordinate the administration and logistics needed for people to split their time between the two industries. • Help with barriers to entry such as the preferred supplier process when working with a council. • Coordinate a joint application for delivering a conservation project across multiple tourism companies. 	<ul style="list-style-type: none"> • Perform the duties of this position in a manner that meets the intended strategy and objectives, while maintaining the positive reputation of the Nelson region. • Additional opportunities for redeployment in Nelson Tasman are identified and funding applied for. • Contributing to the following wider regional goals: - <ul style="list-style-type: none"> ○ Additional local jobseekers can access redeployment opportunities and be supported with training, upskilling and pastoral care, as required. ○ Local employers can source the right people at the right time for the businesses. ○ Increased coordination across government agencies of potential redeployment opportunities in the Nelson Tasman region. ○ Stronger awareness and evidence of the issues facing Nelson Tasman visitor sector operators as well as more coordinated approach to solutions. ○ Jobseekers placed into employment are provided with opportunities to build and demonstrate new skills, which leads to sustainable employment. ○ Better alignment of future skills for the roles required for the region. ○ Potential for some diversification to support other struggling industries beyond tourism within the local economy. ○ Fewer permanent residents to leave the community to seek other employment opportunities, retaining/enhancing (and potentially attracting) labour within the region. ○ More employment opportunities for school leavers and NEETS. ○ Creating and enhancing a multiskilled community. 	
Activity		
<p>The initial concept for this pilot was inspired by outcomes achieved in South Westland during Covid. In the South Westland model tourism workers were deployed to conservation projects during 2020, 2021 and 2022. While a similar workforce sharing initiative was discussed and tentatively tried in the Nelson Tasman region, it never gained any traction.</p> <p>Given the lack of traction gained from previous workforce sharing attempts, I decided the best pathway forward was a design thinking/research methodology – discover, define, design, deliver. Commencing with a discovery/research phase has enabled me to connect broadly with stakeholders including tourism, conservation, Council, iwi, and tertiary training providers to ascertain the current workforce</p>		

needs and challenges, and to explore what happened with the previous workforce sharing attempts. This is vital as a successful sustainable model with longevity will need to meet community need and have buy-in from stakeholders.

During the period 7-30 November I met with 27 stakeholders comprised of 14 conservation, 9 tourism, 1 education and 4 other interested parties (Council, Govt, NGO). Research is ongoing; however, initial findings are outlined below: -

What happened?

- There are two other regions, Queenstown and Rotorua, where successful deployment models supported the sharing of workforces during covid.
- In all cases it appears that a central coordinating organisation (Govt, Business, Iwi) with control over funding and delivery of multiple Jobs for Nature projects was pivotal to the success of the model. Further detail is pending on two of the models (Queenstown & Rotorua).
- In Nelson Tasman the Jobs for Nature funding was distributed across multiple groups, who then subcontracted delivery to multiple contractors. There was no central coordinating body who had oversight of funding and/or delivery of projects.
- A few attempts to match tourism workers to conservation roles were made by DOC in 2021 and 2022. Evidence of one successful match was found. The others appear to have been unsuccessful. Negative perceptions are held by both sides (tourism and conservation) as to the viability of this model.
- The Nelson Tasman region had a multitude of work opportunities throughout covid, and workers who were not needed in tourism were able to find other opportunities. Often these were a better fit for the individuals involved than the conservation opportunities. It is not known how many left the region, and how many might have stayed had suitable work been available to them.

Where are we now?

- The tight labour market is challenging for all employers across Nelson Tasman.
- Tourism operators are working hard to ramp up for the current season, most are understaffed, struggling to recruit, and owners are working long hours to cover gaps themselves.
- The lack of staff is impacting the visitor experience – i.e., challenges with food in some places as restaurants are not able to open 7 days.
- Accommodation has also been lost across the region during Covid which is negatively impacting the tourism sector.
- Tourism operators are understandably focused on the current season, and smaller owner/operator businesses are particularly challenged to participate in research right now.

- Conservation projects are spread over a wide geographical area, and there are multiple groups engaged in the mahi – NGOs with mixed staff/volunteer models, large commercial contractors, SMEs, and public/private partnerships.
- Conservation groups are experiencing a chronic shortage of workers and find themselves competing for staff.
- Small operators, and those with very narrow contract deliverables are the most disadvantaged and are therefore reporting the highest churn (up to 80% over 4 months).
- Jobs for Nature funding is at various stages, and groups are focused on how to move forward once the funding finishes. Many gains have been made and they don't want to lose traction.
- Many conservation groups operate with a full or partial volunteer model. Volunteers are on the decline and projects are now competing for volunteers. Volunteer models are not enough to keep up with the work that needs to be done.
- In response to the challenges, one large CCTO has developed an in-house training programme which has enabled them to attract, train and retain staff for Jobs for Nature conservation roles. These were people who were not likely to have been employed by this company without the training programme. This model has the potential to be broadened and centrally coordinated to support SME's operating in tourism and conservation spaces.

Where are we going?

- I have further interviews/meetings booked with various stakeholders.
- A few innovative ideas and models such as the training example above have been identified through initial interviews. These need to be researched further and evaluated before decisions are made on which ones to progress under this contract.
- I have been invited to participate in the Kotahitanga mō te Taio restoration by design process within the capacity workstream. This process will consider conservation needs across te Tauihu and engage all iwi, Council's and DOC across te Tauihi to deliver an operational plan across 6 workstreams. The work will be underpinned by current regional and national strategies.
- The capacity workstream (above) is seeking innovative approaches to building capacity and capability including workforce sharing and training opportunities and therefore aligns well with contract deliverables.
- A reference group needs to be formed, and a meeting convened to review the discovery phase research.
 - Suggested reference group make up – MBIE, MSD, DOC, NRDA, tourism, conservation and education representatives.
 - Suggested first meeting of reference group – mid-January.

Activity Report 2 1-31 December 22	Conservation & Tourism Workforce Pilot – Nelson Tasman	Prepared by Programme Lead - Ruth Seabright
Services	Deliverables	
<ul style="list-style-type: none"> • Understand seasonal staffing needs of projects and develop a work programme. • Understand tourism operators staff capacity and skills. • Coordinate the administration and logistics needed for people to split their time between the two industries. • Help with barriers to entry such as the preferred supplier process when working with a council. • Coordinate a joint application for delivering a conservation project across multiple tourism companies. 	<ul style="list-style-type: none"> • Perform the duties of this position in a manner that meets the intended strategy and objectives, while maintaining the positive reputation of the Nelson region. • Additional opportunities for redeployment in Nelson Tasman are identified and funding applied for. • Contributing to the following wider regional goals: - <ul style="list-style-type: none"> ○ Additional local jobseekers can access redeployment opportunities and be supported with training, upskilling and pastoral care, as required. ○ Local employers can source the right people at the right time for the businesses. ○ Increased coordination across government agencies of potential redeployment opportunities in the Nelson Tasman region. ○ Stronger awareness and evidence of the issues facing Nelson Tasman visitor sector operators as well as more coordinated approach to solutions. ○ Jobseekers placed into employment are provided with opportunities to build and demonstrate new skills, which leads to sustainable employment. ○ Better alignment of future skills for the roles required for the region. ○ Potential for some diversification to support other struggling industries beyond tourism within the local economy. ○ Fewer permanent residents to leave the community to seek other employment opportunities, retaining/enhancing (and potentially attracting) labour within the region. ○ More employment opportunities for school leavers and NEETS. ○ Creating and enhancing a multiskilled community. 	
Activity		
<p>During December discovery research continued, and I met with a further 13 stakeholders, bringing the total to 40 since the pilot commenced in November.</p> <ul style="list-style-type: none"> • 17 conservation organisations • 14 tourism operators • 3 education providers • 6 other (NCC, Chamber, RSLG etc) 		

Engaging with iwi has proved challenging, however, I will be involved in the capacity building stream with Kotahitanga mō te Taiao's (KMTT) restoration by design process which will engage with all nine iwi who are partners of KMTT. Although this work will be conservation focused it will highlight areas of collaboration and synergy with tourism and therefor aligns with the work being undertaken on this pilot. It will also enhance the profile of this pilot.

In the lead up to Christmas it became challenging to engage with stakeholders, so my attention turned to the analysis and write up phase. Discussions with stakeholders confirmed that the tourism to conservation deployment model as seen in other places was not fit for purpose in the Nelson Tasman region, however, a reverse model, i.e., conservation workers flexing across tourism, is likely to add value from the perspective of building regional capacity and capability, reducing casualization, and increasing resilience. It would also be a model that would have longevity and empower a regenerative tourism ethos while supporting and promoting the valuable conservation work that is happening across the region.

Full analysis from stakeholder engagement during November and December is *attached*.

The analysis outlines five opportunities for supporting an integrated conservation and tourism workforce as identified through conversations with stakeholders. My focus from January forward will be to develop and implement these ideas

1. **Conservation & tourism in-work training programme** – targeted towards NEETS, ideally modularized on the job training interwoven with diverse paid work options across multiple conservation and tourism operators
2. **Nature tourism development** – targeted to international and domestic tourists. Partnering tourism operators with conservation projects to support eco-tourism opportunities and kaitiaki relationships
3. **Tourism & conservation volunteer initiatives** – targeted towards locals and domestic tourists. Identifying suitable conservation volunteering opportunities. Support identifying suitable projects, back-end logistics, and marketing
4. **Cross-sector targeted brokering and upskilling** – work brokering primarily across conservation and tourism to support key staff to stay local together with targeted training for identified acute skills shortages as required
5. **Nature based economics & capacity development** – strategic conservation sector exploration of nature-based economic models and capacity building strategies to support landscape scale conservation via the KMTT regeneration by design process. This will support the development of regional resilience across conservation and tourism by increasing capability, capacity and revenue streams.

Over the coming weeks a reference group needs to be formed to discuss this report. Meantime, I will make a start investigating and developing the above opportunities.

Activity Report 3 1-31 January 23	Conservation & Tourism Workforce Pilot – Nelson Tasman	Prepared by Programme Lead - Ruth Seabright
Services	Deliverables	
<ul style="list-style-type: none"> • Understand seasonal staffing needs of projects and develop a work programme. • Understand tourism operators staff capacity and skills. • Coordinate the administration and logistics needed for people to split their time between the two industries. • Help with barriers to entry such as the preferred supplier process when working with a council. • Coordinate a joint application for delivering a conservation project across multiple tourism companies. 	<ul style="list-style-type: none"> • Perform the duties of this position in a manner that meets the intended strategy and objectives, while maintaining the positive reputation of the Nelson region. • Additional opportunities for redeployment in Nelson Tasman are identified and funding applied for. • Contributing to the following wider regional goals: - <ul style="list-style-type: none"> ○ Additional local jobseekers can access redeployment opportunities and be supported with training, upskilling and pastoral care, as required. ○ Local employers can source the right people at the right time for the businesses. ○ Increased coordination across government agencies of potential redeployment opportunities in the Nelson Tasman region. ○ Stronger awareness and evidence of the issues facing Nelson Tasman visitor sector operators as well as more coordinated approach to solutions. ○ Jobseekers placed into employment are provided with opportunities to build and demonstrate new skills, which leads to sustainable employment. ○ Better alignment of future skills for the roles required for the region. ○ Potential for some diversification to support other struggling industries beyond tourism within the local economy. ○ Fewer permanent residents to leave the community to seek other employment opportunities, retaining/enhancing (and potentially attracting) labour within the region. ○ More employment opportunities for school leavers and NEETS. ○ Creating and enhancing a multiskilled community. 	
Activity		
<p>I completed the initial write up of research during January and distributed copies of either the summary or full report to MBIE, DOC and NRDA for feedback. I also continued to meet with stakeholders during January, bringing the total number participants to 52 since the pilot commenced in November (19 conservation, 17 tourism, 7 education, 6 other (NCC, Chamber, RSLG etc)).</p> <p>Following discussion of the research, it was agreed that my focus for the remainder of the contract will be in line with the five areas of opportunity identified. It was acknowledged, however, that room to flex and pivot maybe required.</p> <p>Below is an update of activities within each area for the month of January.</p>		

1. **Conservation & tourism in-work training programme**

- Contact was made with Conservation Volunteers NZ (CVNZ) who run a conservation work skills pathway in other areas, but not Nelson Tasman. Their model is adaptable to reflect local workforce need and conversation is continuing to see if it will be possible to bring this scheme to the region. CVNZ have had Nelson Tasman on their radar for some time and commented that their programme works particularly well when there is a tight labour market.
- A large local tourism operator has registered interest in running an “intro to tourism” programme in the lead up to the 2023/24 season. Discussions are ongoing.
- Conversations are in train with Whenua Iti around what they may be able to offer in this space.
- Central to all three of the above options is funding.

2. **Nature tourism development** – targeted to international and domestic tourists.

- I’m progressing conversations with conservation projects to identify suitable projects and potential partnerships.

3. **Tourism & conservation volunteer initiatives** – targeted towards locals and domestic tourists.

- I’m scoping conservation projects which would be suitable for an annual volunteer event.
- Nature Post Trust on Farewell Spit are interested in participating; however, it is likely going to need significant lead in time. This is more likely to be an event for 2024.
- Further work needs to be invested into identifying projects which locals can participate in either as individual or as coordinated group activities.

4. **Cross-sector targeted brokering and upskilling** – work brokering & training to support key staff to stay local

- I will send a copy of the summary research out to all stakeholders in late February. At that time I will invite contact from those who need support with finding deployment opportunities for key staff.
- I will also follow up with the few who indicated this maybe helpful at the end of the current season.

5. **Nature based economy & capacity development** – participation in the Kotahitanga mō te Taiao regeneration by design process.

- During January members of the capacity building workstream has been finalized. The first two workshops will be taking place in February.
- I will be the subject lead in the capacity building workstream and will be participating in monthly meetings with all other workshop subject leads.

A meeting of reference group members (MBIE, DOC, NRDA, MSD) has been proposed for 8 March in the am. The time of this meeting is yet to be confirmed.

Activity Report 4 1-28 February 23	Conservation & Tourism Workforce Pilot – Nelson Tasman	Prepared by Programme Lead - Ruth Seabright
Services	Deliverables	
<ul style="list-style-type: none"> • Understand seasonal staffing needs of projects and develop a work programme. • Understand tourism operators staff capacity and skills. • Coordinate the administration and logistics needed for people to split their time between the two industries. • Help with barriers to entry such as the preferred supplier process when working with a council. • Coordinate a joint application for delivering a conservation project across multiple tourism companies. 	<ul style="list-style-type: none"> • Perform the duties of this position in a manner that meets the intended strategy and objectives, while maintaining the positive reputation of the Nelson region. • Additional opportunities for redeployment in Nelson Tasman are identified and funding applied for. • Contributing to the following wider regional goals: - <ul style="list-style-type: none"> ○ Additional local jobseekers can access redeployment opportunities and be supported with training, upskilling and pastoral care, as required. ○ Local employers can source the right people at the right time for the businesses. ○ Increased coordination across government agencies of potential redeployment opportunities in the Nelson Tasman region. ○ Stronger awareness and evidence of the issues facing Nelson Tasman visitor sector operators as well as more coordinated approach to solutions. ○ Jobseekers placed into employment are provided with opportunities to build and demonstrate new skills, which leads to sustainable employment. ○ Better alignment of future skills for the roles required for the region. ○ Potential for some diversification to support other struggling industries beyond tourism within the local economy. ○ Fewer permanent residents to leave the community to seek other employment opportunities, retaining/enhancing (and potentially attracting) labour within the region. ○ More employment opportunities for school leavers and NEETS. ○ Creating and enhancing a multiskilled community. 	
Activity		
<p>In February I continued to connect with stakeholders across the tourism and conservation taking the total number engaged with to 56 in total. Following feedback from MBIE, DoC and NRDA a summary of findings from the initial research was distributed to all stakeholders along with an invitation to make contact if they needed support with any particular workstream.</p> <p>Activity in each area during February included:-</p> <ol style="list-style-type: none"> 1. Conservation & tourism in-work training programme <ul style="list-style-type: none"> • In early Feb I alerted the local MSD office of the significant value the Conservation Volunteers NZ (CVNZ) programme could add within the region. MSD have since pitched for the programme to be piloted in Nelson Tasman, and it is hopeful this will happen by the end of June. 		

- During a meeting with MSD in late February I discussed the value establishing the CVNZ programme so it straddles tourism and conservation in order to build capability, capacity and regional workforce resilience. At the same time, support with networks and contacts to facilitate this approach were offered along with general implementation phase assistance.
- If a cross-sector model is able to be implemented and proves to be successful it would pave the way to adapt the programme for other industries i.e., seafood, horticulture etc so that the broader CVNZ programme could flex and adapt to suit local industry workforce needs across time.
- I continued to work with Whenua Iti on their international gap year tourism offering, including assisting with their MBIE innovation fund application which was submitted on 27 Feb.
- I was invited to join a steering group seeking to develop a local New Zealand Environmental Education collective in the Nelson Tasman region. We are aiming to launch the concept at an education day on 24 March.
- My workforce pilot research was sent to Elizabeth Latham at MBIE to support the writing of an MBIE tourism workforce paper for the RSLG in March.
- The large tourism company I was in conversation with to deliver a tourism introduction course over winter requested to park the idea. His staff didn't feel they had the pastoral care capability or capacity that would be needed to successfully work with the target audience. He is open to working with CVNZ as a tourism add on should this be needed when/if CVNZ come to Nelson Tasman.

2. **Nature tourism development** – targeted to international and domestic tourists.

- Several tourism and conservation operators have contacted me in response to the summary report emailed to them. I'm following up on these to see how I can support them over the coming months.
- I'm continuing to progress conversations with cross sector partnerships that I identified in my research may add value and which have the potential to be developed into marketable products to support regenerative tourism.
- I am supporting an MBIE innovation funding application focused on regenerative tourism, and which involves multiple tourism and conservation partners.

3. **Tourism & conservation volunteer initiatives** – targeted towards locals and domestic tourists.

- Nothing further has happened in this space over the last month.
- As these are volunteer initiatives they are of a lower priority.

4. **Cross-sector targeted brokering and upskilling** – work brokering & training to support key staff to stay local.

- I have a list of all stakeholders who expressed interest in support with work brokering and/or training. I will follow up with these organisations through March and April.
- I will be outlining all five areas of work in the upcoming NRDA newsletter which is set to be distributed in March 23. This will promote this area of work to a broader target audience – i.e. tourism operators I haven't managed to connect with yet.

5. **Nature based economy & capacity development** – participation in the Kotahitanga mō te Taiao regeneration by design process.

- The first two all day workshops for the regeneration by design process were held in February.
- As the subject lead for the people in te Taiao workstream there is significant preparation before and after each workshop, as well as attendance and facilitation on the day of the workshop.
- The first workshop focused on setting the vision and targets for the workstream. The second workshop which was held at Whakatū marae also included overviews from The Alliance Co-Chairs, and further refining of the targets.
- Two more workshops are scheduled for March and April.

A meeting of reference group members (MBIE, DOC, NRDA, MSD) has been proposed for 10 March at 1pm.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Activity Report 5 1-31 March 23	Conservation & Tourism Workforce Pilot – Nelson Tasman	Prepared by Programme Lead - Ruth Seabright
Services	Deliverables	
<ul style="list-style-type: none"> • Understand seasonal staffing needs of projects and develop a work programme. • Understand tourism operators staff capacity and skills. • Coordinate the administration and logistics needed for people to split their time between the two industries. • Help with barriers to entry such as the preferred supplier process when working with a council. • Coordinate a joint application for delivering a conservation project across multiple tourism companies. 	<ul style="list-style-type: none"> • Perform the duties of this position in a manner that meets the intended strategy and objectives, while maintaining the positive reputation of the Nelson region. • Additional opportunities for redeployment in Nelson Tasman are identified and funding applied for. • Contributing to the following wider regional goals: - <ul style="list-style-type: none"> ○ Additional local jobseekers can access redeployment opportunities and be supported with training, upskilling and pastoral care, as required. ○ Local employers can source the right people at the right time for the businesses. ○ Increased coordination across government agencies of potential redeployment opportunities in the Nelson Tasman region. ○ Stronger awareness and evidence of the issues facing Nelson Tasman visitor sector operators as well as more coordinated approach to solutions. ○ Jobseekers placed into employment are provided with opportunities to build and demonstrate new skills, which leads to sustainable employment. ○ Better alignment of future skills for the roles required for the region. ○ Potential for some diversification to support other struggling industries beyond tourism within the local economy. ○ Fewer permanent residents to leave the community to seek other employment opportunities, retaining/enhancing (and potentially attracting) labour within the region. ○ More employment opportunities for school leavers and NEETS. ○ Creating and enhancing a multiskilled community. 	
Activity		
<p>During March I continued to network with stakeholders across the five areas of engagement below. In response to the summary report being provided, several new and existing stakeholders contacted me directly to discuss synergies and opportunities for collaboration and support. It was lovely to meet Andrew briefly for coffee on 10 March, and to clarify the pathway forward for this role given that it has pivoted significantly. Thanks for your time, Andrew.</p> <p>Activity in each area during March included: -</p> <ul style="list-style-type: none"> • Conservation & tourism in-work training programme • MSD has confirmed that a Conservation Volunteers NZ programme will be coming to the Nelson Tasman region. • The programme is expected to be up and running by the end of June. 		

- MSD will be leading this work and have confirmed that it may not have a tourism focus initially.
- **Nature tourism development** – targeted to international and domestic tourists.
- Several tourism and conservation operators have contacted me in response to the summary report emailed to them. I'm following up on these to see how I can support them to develop regenerative offerings which NRDA will list on their website in a new section "visitors supporting the environment". This will act as a pilot to test the market.
- I am supporting three MBIE innovation funding applications focused on regenerative tourism. One is a international tourism/outdoor education opportunity, one a marine tourism offering, and the final a regenerative tourism collaboration spanning 250km of coastline.
- I'm also exploring the development of a web platform to profile conservation projects, events, act as a channel to connect volunteers, receive donations, and in-kind support. This is in collaboration with a local environmental trust and may take some months to come to fruition.
- I met with a struggling outdoor education NGO in the region who needs support. They are looking at regenerative tourism and immersive English language tourism possibilities as a way to pivot their business and create a new revenue stream.
- The newly formed local New Zealand Environmental Education collective was launched on 24 March. I will remain engaged with this group as it takes shape and consolidates.
- I connected a local outdoor education NGO with an online tourism marketing opportunity through NZ Online [online.studywithnewzealand.govt.nz/](https://www.studywithnewzealand.govt.nz/). They are now offering an online introduction to sustainable coastal tourism course.
- **Tourism & conservation volunteer initiatives** – targeted towards locals and domestic tourists.
- I have confirmed two events which will be suitable as community volunteering events.
- One will be run by a tourism operator (3 monthly beach clean-ups), and one by a conservation group (annual planting day).
- These will be advertised on the NRDA website as part of the "visitors supporting the environment" section alongside a suite of pilot regenerative tourism offerings (outlined above).
- **Cross-sector targeted brokering and upskilling** – work brokering & training to support key staff to stay local.
- No operators have contacted me regarding redeployment support for staff following the e-Newsletter, and direct email offering support.
- I am now following up directly with operators who expressed interest in support during the research phase of my work.
- Kūmanu (local CCO) delivering conservation outcomes for several Jobs for Nature contractors have advised they have some job opportunities so where matches are possible, I will facilitate them.
- One tourism operator who is looking to create regenerative tourism packages has expressed an interest in training support for his staff to enable them to support the new offerings. I am in discussion with regards to the MSD training fund to see if this is a good fit for them.

- **Nature based economy & capacity development** – participation in the Kotahitanga mō te Taiao regeneration by design process.
- The third all day workshop for the regeneration by design process was held in March.
- As the subject lead for the people in te Taiao (capacity building) workstream there is significant preparation before and after each workshop, as well as attendance and facilitation on the day of the workshop.
- The third workshop was focused on identifying attributes, indicators and measures to support the agreed targets. We also spent time drafting goal statements for each target.
- Three more workshops are scheduled for April, May and June. The May and June workshops will be weaving together the seven workstreams and deciding priorities for the work.
- The project is due to be finished mid-June with the aim of having investment ready proposals.

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Activity Report 7 1-31 May 23	Conservation & Tourism Workforce Pilot – Nelson Tasman	Prepared by Programme Lead - Ruth Seabright
Services	Deliverables	
<ul style="list-style-type: none"> • Understand seasonal staffing needs of projects and develop a work programme. • Understand tourism operators staff capacity and skills. • Coordinate the administration and logistics needed for people to split their time between the two industries. • Help with barriers to entry such as the preferred supplier process when working with a council. • Coordinate a joint application for delivering a conservation project across multiple tourism companies. 	<ul style="list-style-type: none"> • Perform the duties of this position in a manner that meets the intended strategy and objectives, while maintaining the positive reputation of the Nelson region. • Additional opportunities for redeployment in Nelson Tasman are identified and funding applied for. • Contributing to the following wider regional goals: - <ul style="list-style-type: none"> ○ Additional local jobseekers can access redeployment opportunities and be supported with training, upskilling and pastoral care, as required. ○ Local employers can source the right people at the right time for the businesses. ○ Increased coordination across government agencies of potential redeployment opportunities in the Nelson Tasman region. ○ Stronger awareness and evidence of the issues facing Nelson Tasman visitor sector operators as well as more coordinated approach to solutions. ○ Jobseekers placed into employment are provided with opportunities to build and demonstrate new skills, which leads to sustainable employment. ○ Better alignment of future skills for the roles required for the region. ○ Potential for some diversification to support other struggling industries beyond tourism within the local economy. ○ Fewer permanent residents to leave the community to seek other employment opportunities, retaining/enhancing (and potentially attracting) labour within the region. ○ More employment opportunities for school leavers and NEETS. ○ Creating and enhancing a multiskilled community. 	
Activity		
<p>During May I continued to network with stakeholders across the five areas of engagement below.</p> <p>Activity in each area during May included: -</p> <ul style="list-style-type: none"> • Conservation & tourism in-work training programme • I met with Conservation Volunteers NZ representatives twice during May in the lead up to the first pilot programme which commences on 6 June. • I connected CVNZ with local groups – Whenua Iti, NMIT (Trainee Ranger), Kumanu (conservation work), Natureland (conservation project), TET (conservation umbrella trust) to support their establishment in the region. • I have organized a venue for CVNZ's initial induction and health and safety briefings on 6 June. 		

- It has been wonderful to hear that interest in engaging with the programme was high with over 30 people expressing interest. The programme is limited to 10 participants so is fully subscribed.
 - MSD have decided to make this a permanent programme in the region and given the interest above, it has the potential to add significant value to the conservation workforce.
 - As mentioned previously, a programme such as this has the potential to support the development of employee sharing concepts across multiple sectors, however, this is not the focus of this programme at this time.
-
- **Nature tourism development** – targeted to international and domestic tourists.
 - Eight opportunities for visitors to support the environment will be promoted on the NRDA website from July. These include – reforestation of natural bush, beach clean-up, carbon farm planting, predator control support.
 - Some of these involve tourism operators, while others are completely voluntary activities which volunteers can engage in. These initial offerings will act as a pilot activities to test visitor interest in hands on conservation activities.
 - A comprehensive list of conservation groups across the region will be published on the Tasman Environmental Trust website by August. This will promote community conservation groups and facilitate community and visitor engagement.
 - An MBIE tourism innovation fund application is nearing completion and will be submitted mid-June. This is a collaboration across multiple tourism operators and conservation groups with a model that will generate funds while building capacity and capability across both sectors. The concept is scalable and has potential to create systemic transformation through collaboration across conservation and tourism. The financial model requires co-funding for the first two years, after which time the model is expected to be self-sustaining.
 - The web platform to profile conservation projects, events, and information, while acting as a channel to connect volunteers, receive donations, and in-kind support has been put on hold due to a lack of funding. While funding for the website could be found, the ongoing funding for coordination of activities, networking and communications, and maintenance of the site could not be guaranteed, therefore, the idea has been mothballed.
-
- **Tourism & conservation volunteer initiatives** – targeted towards locals and domestic tourists.
 - Nothing further on this area in the last month.
-
- **Cross-sector targeted brokering and upskilling** – work brokering & training to support key staff to stay local.
 - No operators have expressed interest in staff redeployment support following the e-Newsletter, and direct email offering support.
 - I have followed up directly with operators who expressed interest in support during the research phase of my work, none have expressed any interest.
 - Kūmanu (local CCO) delivering conservation outcomes for several Jobs for Nature contractors have advised they have some job opportunities so where matches are possible, I will facilitate them.

- Even though the training allowance from MSD was made widely available to tourism and conservation groups, none had people who fit the criteria – i.e. transitioning from tourism to conservation. This funding will be repaid to MSD.
- **Nature based economy & capacity development** – participation in the Kotahitanga mō te Taiao regeneration by design process.
- A two day retreat was held on 31 May and 1 June. Over 50 people were in attendance from 6 different workstreams – connected landscapes, invasive species, climate adaptation, marine, Buller/Kawateri, People. This was the culmination of months of intensive workshop development in individual workstreams, and the two days were spent presenting and sharing workstream ideas in an effort to braid the strands together.
- Overall, the retreat was a huge success with some great emergent strategies surfacing. There will be a further two days for the subject leads to come together to fine tune and tighten the final strategies, and to develop priorities which will be put forward to The Nature Conservancy for business case development and investment funding proposal development.
- As the subject lead for the people in te Taiao (capacity building) workstream there is significant preparation before and after each workshop, as well as attendance and facilitation on the day of the workshop. It has been incredibly valuable to the region for me to be able to support this vital work, and the KMTT partners are grateful for the wide support received.
- My engagement with this project is likely to conclude in August.

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Contract for Services

Contract Details

Growing Aquaculture People: Delivering the Aquaculture Workforce Action Plan

The Parties

The Buyer:

Ministry of Business, Innovation and Employment

s 9(2)(b)(ii)

PO Box 1473, Wellington 6140

and

The Supplier:

New Zealand Aquaculture Limited

s 9(2)(b)(ii)

Level 1, Wakatu House, 28 Montgomery Square, Nelson 7010 NZ

The Contract

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** Standard Terms and Conditions GMC Form 1 SERVICES | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

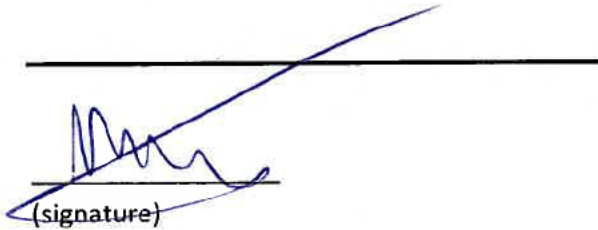
- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

Acceptance


In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:


(signature)

Name: Nathan Grennell
Position: Director Skills and Employment
Date: 15/08/2022

s 9(2)(a)

(signature)

Name: Gary Hooper
Position: Chief Executive
Aquaculture New Zealand
Date: 12/08/2022

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Schedule 1

Description of Services

Contract Management and Personnel		
Start Date	22/08/2022	Reference Schedule 2 clause 1
End Date	22/08/2024	Reference Schedule 2 clause 1
Renewal	N/A	Reference Schedule 2 clause 1

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:	Joanne Verry	s 9(2)(a)
Title / position:	Acting Programme Director SWEP	Policy Manager
Address:	PO Box 1473, Wellington, 6140	Level 1, Wakatu House, 28 Montgomery Square, Nelson 7010 NZ
Phone:	021826737	021479003
Email:	Jo.verry@mbie.govt.nz	s 9(2)(a)

Addresses for Notices

Reference Schedule 2 clause 14

	Buyer's address	Supplier's address
For the attention of:	Nathan Grennell	s 9(2)(a)
c.c. Contract Manager	Joanne Verry	cc Contract manager if senior manager above
Delivery address:	PO Box 1473, Wellington, 6140	Level 1, Wakatu House, 28 Montgomery Square, Nelson 7010 NZ
Postal address:	PO Box 1473, Wellington, 6140	Level 1, Wakatu House, 28 Montgomery Square, Nelson 7010 NZ
Email:	mbie.invoices@mbie.govt.nz	s 9(2)(a)

Description of Services

Context

There is considerable potential for growth of aquaculture in New Zealand (\$3 billion by 2035: New Zealand Government Aquaculture Strategy¹). That success depends on its people. There are ongoing critical workforce shortages across the aquaculture industry² that are affecting business continuity, productivity and present a barrier to future growth.

The industry has developed a strategy that sets out a robust plan to address the present and future aquaculture workforce challenges. The industry vision is to build a skilled, qualified, and diverse workforce to support the sustainable growth of New Zealand Aquaculture.

This contract is for seed funding for Aquaculture New Zealand³ to implement the workforce action plan (the Programme) over the next 24 months to advance priority projects under the following focus areas:

1. Pathways and Promotion
2. Projections
3. Perceptions
4. Pastoral Support
5. People Progression (training and education)
6. Immediate Shortfall (migrant labour)
7. Invest in System Transformation.

The aquaculture industry is committed to working in partnership with Government agencies and other stakeholders to address issues and gaps in skills, labour, and training needs, with the aim to build a skilled, qualified, and diverse workforce to support the sustainable growth of New Zealand aquaculture. AQNZ has ongoing support from the AQNZ Board of Directors to work in partnership with Government to advance a workforce development strategy and action plan. In October 2021, AQNZ sought industry agreement in principle that:

- The aquaculture industry is facing immediate critical workforce shortages that are a barrier to productivity and growth
- The initial strategy sets out a robust plan to address aquaculture workforce issues
- Companies are willing to work in partnership with AQNZ and Government on a Sector Workforce Engagement Programme for aquaculture.

Description of Services

The seed funding is requested so Aquaculture New Zealand can get the first stage of the workforce action plan underway. Funding will be used specifically towards:

- Work resources – People and equipment to complete the tasks.
- Cost resources – Financial costs associated with programme management and delivery. Travel expenses, etc.

¹ Government's Aquaculture Strategy (<https://www.mpi.govt.nz/dmsdocument/15895-The-Governments-Aquaculture-Strategy-to-2035>)

² Immediate key shortages concentrate in land-based seafood (mussels) processing roles, oyster and salmon farm workers.

³ Aquaculture New Zealand (AQNZ) is the representative levy-funded organisation of New Zealand's aquaculture industry, representing the interests of the three main species grown in New Zealand: Greenshell mussels, King salmon, Pacific oysters (<https://www.aquaculture.org.nz>).

- Material resources – Consumables used as the programme proceeds.

This programme will have broad benefits across the aquaculture industry, its businesses, Iwi, and regional communities.

The aquaculture workforce needs to approximately double to 6,000 by 2035 to meet growth aspirations. The industry is committed to providing opportunities for Kiwis first including through training, defining career pathways and through adequate wages and workplace support. We need to better understand and support our up-and-coming workforce including both Māori and Pasifika, to ensure opportunities are available in a way that sees progression and cultivates innovation, as well as shrinking our diversity gap amongst male and female workforce.

Māori and Iwi are increasingly important partners in aquaculture, both as business owners, growers and through delivery of the Crown's aquaculture settlement and Te Tiriti o Waitangi obligations. Many Iwi have plans to grow their aquaculture assets and participation in the industry to support their economic and cultural revitalisation. We want to build Māori participation in the sector.

Aquaculture is a key sector to accelerate regional economic growth for the benefit of New Zealand. In response to the COVID-19 pandemic, the primary sector's Fit for a Better World roadmap emphasises the importance of accelerating aquaculture to stimulate sustainable regional growth.

In addition, work to build a future aquaculture workforce is integral to delivering on aspirations of Government, in particular the Government's Aquaculture Strategy, as well as regional priorities expressed in various Regional Workforce Plans overseen by MBIE's Regional Skills Leadership Groups (eg both Nelson/Tasman and Marlborough RWP have identified aquaculture as a priority sector).

Deliverables and Milestones

In Scope: Scoping, evaluation, and execution of aquaculture workforce action plan (the workforce associated with the primary production of aquaculture products, including hatchery, on growing, processing, packaging. Projects, initiatives, or research undertaken as part of this programme may have broader relevance to other primary sectors, including wider seafood sector and food & fibre, and associated supporting sectors, where relevant.

Out of Scope: While there will be some transferability of findings to other sectors, the key focus of this work will be on aquaculture.

Success in the delivery of our workforce action plan (Phase 1: first 2 years) will be:

- Scoping, funding, and engagement on priority projects to advance the action plan.
- The first steps of the plan underway or delivered to develop of critical components of our future workforce, aligned to priority sectors and regions for growth.
- Pilot regional and Iwi-led workforce initiatives underway or delivered, with clear outcomes that can be shared across aquaculture and potentially, other primary industries.

Final milestones, deliverables and measures of success will be confirmed for both programme management and underlying projects during establishment and project initiation stages.

High level outcomes proposed in the initial workforce strategy are:

- Make aquaculture an attractive sector to work in
- Deliver meaningful jobs to regional New Zealand
- Build an inclusive diverse workforce that reflects our values and strengthens our companies
- Increase the number of long-term sustainable roles for New Zealanders
- Build a strong and skilled workforce that meets our future needs.

Deliverable/Milestone	Performance Standards	Due date	Amount payable (exc GST)
Programme establishment and set up Steering Group	Agreement and signing of contract by both parties	30/09/2022	\$s 9(2)(b)(ii)
Recruit staff (Programme Coordination)	NZ Aquaculture Ltd run recruitment process and employ Project Coordinator	31/10/2022	\$s 9(2)(b)(ii)
Quarterly reporting end of one year review	Quarterly Reports Received: On or before Dec 2022, March 2023, June 2023 ; End of year 1 report due on or before Sept 2023	29/09/2023	\$s 9(2)(b)(ii)
Quarterly and end of second year review	Quarterly Reports Received: On or before Dec 2022, March 2023, June 2023 ; End of year 2 report due on or before Sept 2023	29/09/2023	\$s 9(2)(b)(ii)
			\$210,000

Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Fees

Reference Schedule 2 clause 3

The Supplier's Fees will be calculated as follows:

Fixed Fee

A fixed Fee of \$210,000 excluding GST.

Expenses

Reference Schedule 2 clause 3

No Expenses are payable.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

On the following dates subject to completion of the relevant Deliverables/Milestones.

Deliverable/Milestone	Performance Standards	Due date	Amount payable (exc GST)
Programme establishment and set up Steering Group	Agreement and signing of contract by both parties	30/09/2022	\$ s 9(2)(b)(ii)
Recruit staff (Programme Coordination)	NZ Aquaculture Ltd run recruitment process and employ Project Coordinator	31/10/2022	\$ s 9(2)(b)(ii)
Quarterly reporting end of one year review	Quarterly Reports Received: On or before Dec 2022, March 2023, June 2023 ; End of year 1 report due on or before Sept 2023	29/09/2023	\$ s 9(2)(b)(ii)
Quarterly and end of second year review	Quarterly Reports Received: On or before Dec 2022, March 2023, June 2023 ; End of year 2 report due on or before Sept 2023	29/09/2023	\$ s 9(2)(b)(ii)
		Total (exc GST)	210,000

Address for invoices

Reference Schedule 2 clause 3

	Buyer's address
For the attention of:	Nathan Grennell
Address:	MBIE.Invoices@mbie.govt.nz

Insurance

Reference Schedule 2 Clause 8.1

The Supplier must have the following insurance:

1. Professional indemnity insurance of \$ s 9(2)(b)(ii) per claim and \$ s 9(2)(b)(ii) for all claims in the insurance policy period.

Changes to Schedule 2 and attachments

Schedule 2 of this Contract is amended as follows:

Additional Clauses:

"If the Provider's Personnel require access to MBIE's facilities and IT systems to provide the Services the Provider must provide the following evidence of the suitability of the relevant Personnel:

- a. Ministry of Justice criminal record check (MoJ Check);*
- b. clearance to work in New Zealand; and*
- c. credential and reference check from at least two references (the Evidence).*

The Evidence must not be more than 6 months old.

The Provider will immediately notify the Buyer of any change it is aware of to the suitability of the Personnel during the term of this Contract."

Attachments

Reference 'Contract documents' described at Page 1

1. Confidentiality Deed (attached to this agreement).
2. All relevant internal MBIE policies, which can be found here: <http://thelink/tools/policies>

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Confidentiality Deed

DATE: 12/08/2022

APPROVED PERSONNEL: s 9(2)(a) of Aquaculture New Zealand, Level 1, Wakatu House, 28 Montgomery Square, Nelson 7010 NZ

I acknowledge that the Ministry of Business, Innovation and Employment (the **Ministry**) is willing to disclose to me information that may be relevant to Growing Aquaculture People: Delivering the Aquaculture Workforce Action Plan and other areas of the Ministry that I support (**Projects**). I will also have access to information of the Ministry in the course of my engagement with it. Such information may include, but is not limited to:

- a. information and data, whether written or oral, related in any way to the Ministry's requirements for the Projects or the Ministry's existing processes, procedures or systems; and
- b. processes, personnel, policies, business strategies, plans, ideas, know how, concepts, technologies, methodologies, reports, documents, and other information whether of a business, financial, technical, non-technical or other nature and whether existing in tangible form, electronic form or otherwise which is made available by the Ministry to me; and
- c. other information of the Ministry which becomes known to me in the course of my engagement with it,

but excludes:

- d. publically available information; or
- e. information that becomes known to me from a third party who is not in breach of any obligation of confidentiality to the Ministry,
(Confidential Information).

I acknowledge that the Confidential Information is highly sensitive and confidential in nature, and is disclosed on the understanding that it will be kept confidential and used solely for the purpose of enabling me to perform, design, develop, supply and deliver services and deliverables in relation to Projects (the **Permitted Purpose**).

Accordingly, I undertake as follows:

1. Confidentiality

1.1 I will keep all Confidential Information strictly secret and confidential and shall use the Confidential Information for the Permitted Purpose only. I acknowledge that the Confidential Information remains the property of the Ministry. I will not contest or dispute the Ministry's ownership of the Confidential Information at any time.

2. Use and Disclosure

2.1 I will not use any Confidential Information disclosed by the Ministry in any manner which is, or may be, detrimental to the Ministry's interests.

2.2 I will not disclose, or permit to be disclosed, the Confidential Information other than:

- a. to the extent required by law (including the rules of any stock exchange to which I am

- b. subject); or
- c. to the extent required by a court order; or
- d. to the extent required by a regulatory authority acting under a statutory power to require disclosure of information; or
- e. with the Ministry's prior written consent in each instance.

2.3 Before disclosing Confidential Information under clause 2.2, where practical I must:

- a. promptly notify the Ministry of the requirement; and
- b. use all reasonable endeavours to obtain, from the person requiring the information, assurances that the Confidential Information will be treated as confidential.

3. Completion of Purpose

3.1 The obligations under this Deed continue to apply after the completion of the Permitted Purpose.

3.2 At the Ministry's reasonable request I must:

- a. return or destroy the Confidential information in my possession and control; and
- b. confirm in writing my compliance with this clause 3.2a.

4. Term of Deed

4.1 I acknowledge and agree that this Deed, and my obligations under it, will continue in full force and effect without limit of time unless otherwise agreed in writing by the Ministry.

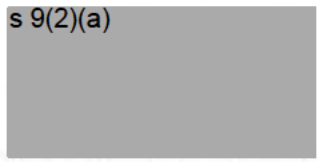
5. Indemnity

5.1 I indemnify the Ministry against all costs, losses and damages (including legal costs on a solicitor-client basis) that may be incurred by the Ministry should I breach any of my obligations under this Deed. I agree that I am responsible for any act or default of any third party to whom I disclose any Confidential Information.

6. Governing Law


6.1 This Deed is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

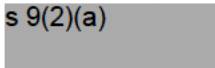
SIGNED AND DELIVERED AS A DEED by)

s 9(2)(a)


Stephanie Jane Hopkins in the)
 presence of:)

 Signature

Witness signature: 

Witness name: 

Witness address: 3 Perendale Close, Richmond, Tasman 7020

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6 December 2022

Ref: Delivering the Aquaculture
Workforce Action Plan

Ministry of Business, Innovation and Employment
PO Box 1473
Wellington 6140

Contract Manager: Joanne Verry (Jo.verry@mbie.govt.nz)

Quarterly report - Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan

Tēnā koe,

This is the first quarterly report for the MBIE-funded project ‘Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan’.

Progress

Key highlights this quarter include:

- The successful employment of s 9(2)(a) as the aquaculture workforce coordinator for 24 months. s 9(2)(a) will manage the delivery of our Aquaculture Workforce Action Plan. Thanks to Jo Verry for being on the recruitment panel.
- Public announcement of the MBIE funding support at the Aquaculture conference, with positive media coverage including Radio NZ, Stuff, Farmers Weekly, and NewsTalkZB. Thanks to the communications support provided by MBIE and RSLG.
- s 9(2) has started to build relationships with key stakeholders, including the AQNZ Board, RSLG, MPI and MSD.
- The Steering Group with Government, Iwi and industry representatives to oversee governance is being established – some members are confirmed.
- s 9(2) has reached out to NZ universities to have a main point of contact for future promotions and discussions, and reviewed AUT Ventures’ FutureLearn “Blue Economy” (Careers element), which will be offered to international students to encourage them to study Aquaculture or Science in NZ.

In the next quarter, we intend to undertake the following key steps:

- Scope and develop project plans for priority projects within the action plan, including key deliverables. Identify potential funding avenues.
- Members of the Steering Group will be confirmed, and the first meeting held (Feb/Mar).
- Develop an annual implementation plan and budget for the workforce programme to be included in the draft AQNZ 2023/24 business plan by March 2023.
- Continue to build networks and develop stakeholder relationships, including with the F&FCove and site visits with industry before the end of the quarter.

Finances

The following table sets out the budget tracking for this contract to date:

Milestone	Invoice reference	Date	Amount (\$ ex GST)
1. Programme establishment	AQNZ INV-5178	31 Oct 2022	s 9(2)(b)(ii)
2. Recruit staff (programme coordination)	<i>To be invoiced in Dec 2022</i>		s 9(2)(b)(ii)
3. Reporting & year 1 review	<i>To be invoiced in Oct 2023</i>		s 9(2)(b)(ii)
4. Reporting & year 2 review	<i>To be invoiced in Oct 2024</i>		s 9(2)(b)(ii)
<i>TOTAL (ex GST)</i>			210,000

Our second quarterly report is due in March 2023.

Please get in touch if there is more detail you would like reported in these updates.

Ngā mihi nui

s 9(2)(a)

s 9(2)(a)

Aquaculture New Zealand

s 9(2)(a)

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05 April 2023

Ref: Delivering the Aquaculture
Workforce Action Plan

Ministry of Business, Innovation and Employment
PO Box 1473
Wellington 6140

Contract Manager: Joanne Verry (Jo.verity@mbie.govt.nz)

Quarterly report - Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan

Tēnā koe,

This is the **second** quarterly report for the MBIE-funded project ‘Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan’.

Progress

Key highlights this quarter include:

- Since joining the Aquaculture New Zealand team as Workforce Programme Coordinator, s 9(2)(a) has been building relationships with industry, visiting industry sites, and learning about workforce challenges on the ground. s 9(2) is also building relationships with various government workforce members, Seafood New Zealand, and PITO.
- The first on-site Steering Group meeting took place on March 9 to provide oversight and leadership of the programme. Key outcomes of the first meeting included support from the Steering Group for the scope and approach of the three priority focus areas, and acceptance of the Terms of Reference.
- An industry census is underway to gather up-to-date data on our current workforce, including its immediate requirements, and future goals. This data will inform strategies to support recruitment, education, and employee retention. The first round of data aims to be collated by the end of May and will be followed up with ongoing qualitative data gathering.
- Working Groups for the Perceptions and Projections workstreams have been formed, with industry and Government representation, and the projects are being scoped.

In the next quarter, we intend to undertake the following key steps:

- Continue to project plans for priority projects within the action plan, including key deliverables and funding avenues.
- Collate and analyse industry census data.
- s 9(2) will be attending several expos targeted at secondary school students and continue the discussions with the Ministry of Education on aquaculture within the curriculum nationally.
- Run perceptions surveys across the aquaculture workforce and with job seekers (with MSD facilitation) to gain insights into recruitment and retention strategies.

Finances

The following table sets out the budget tracking for this contract to date:

Milestone	Invoice reference	Date	Amount (\$ ex GST)
1. Programme establishment	AQNZ INV-5178	31 Oct 2022	s 9(2)(b)(ii)
2. Recruit staff (prog coordination)	AQNZ INV-5212	21 Dec 2022	s 9(2)(b)(ii)
3. Reporting & year 1 review	<i>To be invoiced in Oct 2023</i>		s 9(2)(b)(ii)
4. Reporting & year 2 review	<i>To be invoiced in Oct 2024</i>		s 9(2)(b)(ii)
<i>TOTAL (ex GST)</i>			210,000

Our third quarterly report is due in June 2023.

Please get in touch if there is more detail you would like reported in these updates.

Ngā mihi nui

s 9(2)(a)

s 9(2)(a)

Aquaculture New Zealand

s 9(2)(a)

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30 October 2023

Ref: Delivering the Aquaculture Workforce Action Plan

Ministry of Business, Innovation and Employment
PO Box 1473
Wellington 6140

Contract Manager: Joanne Verry (Jo.verry@mbie.govt.nz)

Quarterly report - Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan

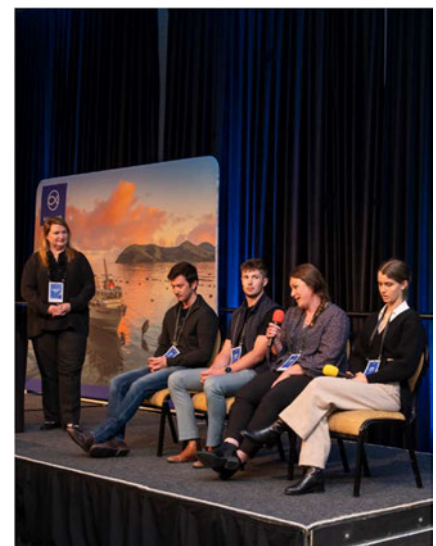
Tēnā koe Jo,

This is the **fourth** quarterly report for the MBIE-funded project ‘Growing aquaculture people: Delivering the Aquaculture Workforce Action Plan’ and comprises the Year One Review.

Progress

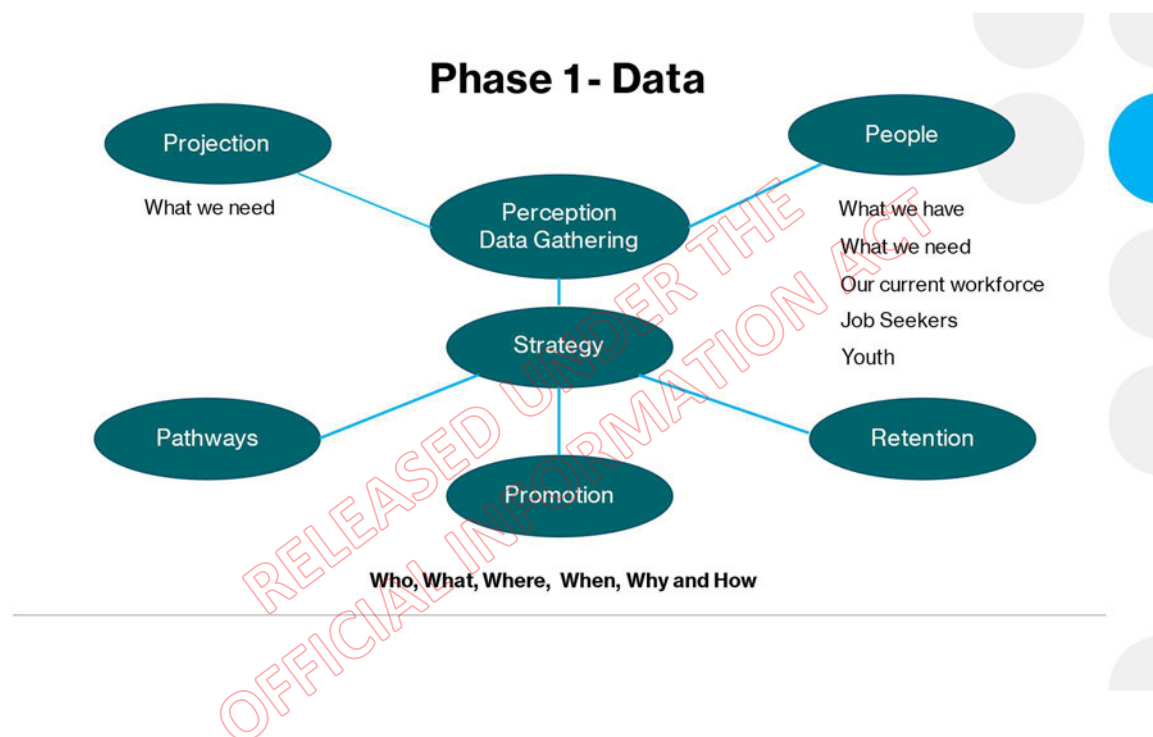
During this last quarter, key highlights include:

- Release of the industry retention survey of the existing aquaculture workforce. The survey will identify strategies to improve retention across the industry. The survey will close to existing industry participants in December 2023.
- Completion of the MPI-contracted NZIER report and forecasting model that estimates the future workforce requirements of the aquaculture industry as it grows to the Government's Aquaculture Strategy goal of \$3 billion in annual sales by 2035. It will provide valuable insights into workforce requirements by role, industry, and product, while also considering growth scenarios and the impact of automation on job roles. The final report is not publicly available.
- The Aquaculture Workforce Steering Group met on 10 October 2023 and confirmed the approach for phase 2 of the programme (refer below).
- The ‘Shaping our Future Workforce’ session at the Aquaculture conference (October 11-12) was very well received, at which ^{s 9(2)(a)} presented on AQNZ’s workforce development programme and Lauren Foster (Deloitte) facilitated a Generation Z workforce panel discussion.



Key achievements over the first year of the programme include:

- Recruitment of our Workforce Implementation Lead, s 9(2)(a)
- Completion of the aquaculture workforce census of company data
- Job Seeker focus groups (pilot) in Te Tau Ihu
- Gen Z study and combined report
- Existing workforce survey distributed and in progress
- MPI-commissioned report by NZIER for workforce forecasting completed
- Interim Pathways document published and shared
- Webinar to careers advisors and young people delivered
- MOE and SSF research report on Queen Charlotte College aquaculture curriculum



As you can see, much focus has been on gathering data that inform us about what our workforce looks like, where the gaps are, what is important to our existing staff to keep them engaged, and what is important to various sectors of the job market. We have a sound platform to strategically develop the second phase of our programme.

In the next quarter, we intend to undertake the following key steps:

- Collate and analyse industry perceptions survey results. The collated, anonymised data will be used to develop effective strategies, resources, and messaging to support recruitment, retention and promotion within the industry.
- Coordinate the Strategy workshops to scope the next phase of the delivery of the programme, focussing on Pathways, Retention strategies, and Promotion.

Finances

The following table sets out the budget tracking for this contract to date:

Milestone	Invoice reference	Date	Amount (\$ ex GST)
1. Programme establishment	AQNZ INV-5178	31 Oct 2022	s 9(2)(b)(ii)
2. Recruit staff (prog coordination)	AQNZ INV-5212	21 Dec 2022	s 9(2)(b)(ii)
3. Reporting & year 1 review	<i>To be invoiced 31 Oct 2023</i>		s 9(2)(b)(ii)
4. Reporting & year 2 review	<i>To be invoiced in Oct 2024</i>		s 9(2)(b)(ii)
	<i>TOTAL (ex GST)</i>		<i>210,000</i>

The invoice associated with Milestone 3 will be sent to MBIE shortly.

Please note: As I will be leaving this role from October 2023, please direct any queries on the programme to s 9(2)(a) s 9(2)(a) and anything contract-related to s 9(2)(a) s 9(2)(a).

Thanks to SWEP for your ongoing support of our mahi. Ngā mihi nui,
s 9(2)(a)

s 9(2)(a)

Aquaculture New Zealand

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



Services Agreement for SWEP Contribution: Te Hiku Tupu Horticulture Initiative

DATE: 19/07/2021

BETWEEN HER MAJESTY THE QUEEN in right of New Zealand acting by and through Andrew McNaught Programme Director, Sector Workforce Engagement Programme (SWEP), Kānoa Regional Economic Development & Investment Unit , Ministry of Business, Innovation and Employment (**Ministry**)

AND The Chief Executive Office Te Rūnanga o Te Rarawa Trustees Limited (trading as **Te Rūnanga o Te Rarawa**) the **Service Provider**

AGREEMENT

The Ministry engages the Service Provider, and the Service Provider accepts engagement by the Ministry, to provide the Services and Deliverables on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Terms and Conditions).

SIGNED

Signed for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by:
Andrew McNaught, Programme Director,
Sector Workforce Engagement Programme,
Kānoa Regional Economic Development &
Investment Unit, Ministry of Business
Innovation and Employment:

Full Name Andrew Mcnaught

Signature

Andrew Mcnaught

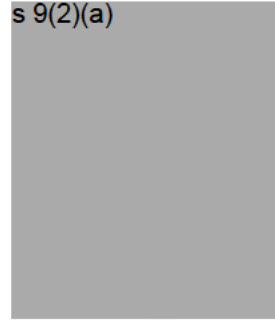
Date: 19/07/2021

Signed for and on behalf of **Te Rūnanga o Te Rarawa** by: **Phillip Murray** Chief Executive
Te Rūnanga o Te Rarawa

Full Name Phillip Murray

s 9(2)(a)

Signature



Date: 16/07/2021

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

SCHEDULE 1

DETAILS

1. Context and Purpose (clause 2.2, Schedule 2)

Northland's Te Hiku Iwi (including Ngāi Takoto, Te Aupōuri and Te Rarawa) and the Crown are bound by the commitments of the Social Accord (2013), to work in partnership so the communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous. The Joint Work Programme is the vehicle that drives this partnership and the whakapapa of the Tupu model stems from years of trials and learning to evolve iwi-led workforce development solutions that benefit communities of the Far North.

Te Hiku Iwi Development Trust and Te Hiku – Crown Joint Work Programme have established a learning and development programme that creates a reliable, skilled and productive workforce for local horticulture businesses. The incentive is to create opportunities for participants to develop the skills needed to engage and progress through the industry, achieving personal prosperity and long-term employment sustainability for the region. Horticulture has been identified as a growth industry in the rohe (Te Hiku Horticulture Roadmap, 2019, NZIER), but the casual nature of work must change to meet local iwi/ employer/ employee needs.

The resulting model **Tupu** is a Te Ao Māori solution that is learner and industry led, locally designed and delivered, regionally supported, and centrally enabled. There are iwi-led elements within the design and governance of the model. Although Tupu as a delivery model is designed for anyone, Māori make up 56% of the Te Hiku population, with a higher representation in unemployment stats. Therefore, Māori population outcomes are considered in the design.

Due to COVID, employers are no longer able to access a non-local workforce supply - this has provided an opportunity to trial an alternative solution. The skills paradox in Te Hiku involves a high demand for skilled people in industries like food and fibre coupled with a population predominantly Māori, under 20 years of age with few life, foundation, employability, or technical skills. They are often lacking confidence and disengaged from formal learning having left school without qualifications at ever decreasing ages. Dependency on benefits after generational unemployment and the casual nature of horticulture employment opportunities can mean a lack of appreciation of the value of work as a way of achieving wellbeing and prosperity. The Tupu approach is designed to fill the peaks and troughs of seasonal work demand by supplying reliable/fit for purpose labour to host firms with the Group Employer for the project (Te Rūnanga o Te Rarawa) taking on the costs and risks associated with employment (employment contracts, pay rates, employability skills etc.).

Under the Tupu project, local horticulture employees in the rohe are supported in their skills development while working and during class-based learning. Competencies achieved are credentialled, leading to formal qualifications and employer or other suitable endorsement of skill development is also available. It is anticipated that participant employees will be working with host employers 80% of the time, with 20% class-based learning and the usual entitlement of leave as employees. .

Tupu Stakeholders

Te Hiku Iwi Development Trust, participating Rūnanga (Ngāi Takoto, Te Aupōuri and Te Rarawa), and the Crown are signatories to the Tupu project, with Te Rūnanga o Te Rarawa also being the Group Employer host entity for the programme.

Technical training aspects of the Tupu project are being delivered by New Zealand Sports Turf Institute Ltd.

Initial host employers involved in Tupu are Bells Produce Ltd (Bells) and Mapua Avacados Ltd (Mapua) both large scale horticulture businesses in the Far North.

Participating Crown Agencies Tertiary Education Commission (TEC), Ministry of Social Development (MSD) and Ministry of Business Innovation and Employment (MBIE) are upholding their commitment to the Te Hiku Social Accord by coming together in partnership to design and deliver the Tupu model.

A collective agreement for the project is in draft stage (The Tupu Horticulture Collective Agreement) articulating roles and commitments of each of the stakeholders. It is planned that the Tupu Collective Agreement will be ratified in July 2021.

Schedule 3 has the operational diagram that identifies how each of the stakeholders work together. The 20 Kaingaki kāri or participants are at the centre of the Tupu model. A key role of the Stakeholder Group is to support the Group Employer host entity who carries the operational risk.

The expected benefits from the Tupu project are as follows:

For Te Hiku whānau:

Fit for purpose programme with wrap around support for taitamariki (the generation disrupted) and job seekers to develop sustainable, long-term lifestyle pathways through building skills and experience and connecting to whenua. Pathways include management and self-employment opportunities.

For Tupu Host Employers:

20 reliable skilled Kaingaki Kāri (participants) to meet seasonal workforce needs, and interaction with a pipeline of suitable full-time employees.

For the Joint Work Programme:

A programme to transform the system. Development of two products; a curriculum that can be utilised by community/iwi groups to upskill whānau involved in horticulture, and an IT system that can be adapted for Group Employment Programmes in other sectors.

For MSD:

20 Kaingaki Kāri gaining the experience and skills they need to transition into permanent employment after one year. This model aligns with strategic investment initiatives to support job seekers into vocational education and permanent employment opportunities.

For MBIE:

Contributing to a new model of Māori economic and skills development from a Te Ao Māori perspective that MBIE will support through participation in Tupu stakeholder membership and commitment to the Joint Work Programme.

For TEC:

Participants beginning their tertiary pathway journey - relevant to local employment opportunities and fit-for-purpose to stakeholder needs. This model is aligned to the intentions of the minister to implement significant changes to the vocational education system and presents an opportunity to test and trial implementation of a locally designed solution responsive to local sector conditions to support economic development and sector growth. And will increase the participation of Maori in vocational training, provide wrap around support necessary to ensure equity of outcomes, support vocational development and aspirations of Te Hiku Whānau.

For Upholding Te Tiriti o Waitangi:

Government and iwi working together in partnership and within a Te Ao Māori approach to shift whānau out of a dependency state.

2. Services (clause 2, Schedule 2)

This Service Agreement is established to support the following deliverables :

In accordance with the aims of the Tupu project, The Group Employer will initially hire 20 Kaingaki Kāri (participants/employees) on a one-year, full-time contract, to work 80% of the time with Host Employers (initially Bells and Mapua), and participate 20% of the time in tailored industry specific training (80/20 split is subject to calendar and schedule of terms for Host Employer and Group Employer. Wrap around support will be provided to Kaingaki Kāri.

The aim is for all Kaingaki Kāri to gain necessary skills and experience to transition into permanent roles in the horticulture industry. Deliverables (clause 2, Schedule 2)

4. Ministry inputs (clause 3, Schedule 2)

The following Ministry inputs will be made as a result of this Service Agreement:

MBIE SWEP funding will cover an identified budget shortfall of **§s 9(2)(b)(ii)** in the Tupu project between March 21 and April 2023 that principle Crown funders (TE) cannot currently provide under their current funding remit. The required funding will support Tupu Kaingaki Kāri on a pathway to achieving a full qualification (the NZ Certificate in Primary Industry Skills – Level 2) as well as work related credits for additional skills areas.

The SWEP funding contribution is intended to bridge the shortfall in the interim term and will be disbursed to the fund holder (Te Rūnanga o Te Rarawa) as follows:

March 21 to June 21 (4 months)	§s 9(2)(b)(ii)
01 July 21 to 30 June 2022 (12 months)	§s 9(2)(b)(ii)
01 July 2022 to April 2023 (10 Months)	§s 9(2)(b)(ii)

5. Standards (clause 2.1.a, Schedule 2)

The Tupu project will be implemented as per the terms set out in the Stakeholder Group Operating Model (Schedule 4 of the Stakeholder Collective Agreement). This includes the role and responsibilities of the Group Employer to support the employment and training of current Kaingaki Kāri (and future cohorts), and commitment of other stakeholders (employers, agencies, educators) to support Tupu through continuous

participation and input into the programme's success as set out in Schedule 3 (Terms of Reference) of the Collective Agreement.

6. Timeframes and Milestones (clause 1.1, 2.1.a, Schedule 2)

Deliverable/Milestone	Performance standard	Due date	Amount due (ex GST)
Signed Agreement with Rūnanga o Te Rarawa		On execution of this Service Agreement	§s 9(2)(b)(ii)
Payment 2 01 July 21 to 30 June 2022 (12 months	SWEP joining the membership of the Tupu Stakeholder Collective Agreement and becoming signatory to the ratified Agreement (future date to be confirmed)	Commencement of fiscal 2021/2022	§s 9(2)(b)(ii)
Payment 3 01 July 2022 to April 2023 (10 Months)	SWEP continued involvement in appropriate working groups and Tupu forums and access to working papers and reports as set out in the ratified Stakeholder Collective Agreement	Commencement of fiscal 2022/23	§s 9(2)(b)(ii)

7. Charges (clause 4.1, Schedule 2)

Not applicable

8. Invoice Terms (clause 4.2, Schedule 2)

Invoice in instalments on the invoice dates set out above, subject to completion of the relevant Milestone to the Ministry's satisfaction.

9. Expenses (clause 4.6, Schedule 2)

No reimbursement of expenses.

10. Commencement Date (clause 1.1, 5.1, Schedule 2)

06 April 2021.

11. Completion Date (clause 1.1, 5.1, Schedule 2)

May 30 2023 at the latest. The parties acknowledge that this agreement is interim and will work in good faith to negotiate and seek to finalise a longer term and appropriate mechanism by July 2021, that once in place may supersede this Services Agreement.

12. Reporting Requirements (clause 9.1, Schedule 2)

SWEP as representatives of MBIE will join the permanent Stakeholder Group for the Tupu project (as per the Tupu Collective Agreement) and will be party to and contributor to stakeholder group meetings, advisory working papers and updates relating to Tupu for the duration of the programme.

13. Service Provider's and/or Third Parties' Pre-existing Intellectual Property Rights (clause 11.4, Schedule 2)

The parties acknowledge that the approach to design and development of the model was collaborative and that design features incorporate a range of stakeholder views. THIDT led the design and development phase of the programme, and facilitated development of content that incorporated collective views into features of design. THIDT agrees to act in the role of kaitiaki of any actual or perceived intellectual property that has resulted from this activity; however, it is agreed that although parties may have intellectual property rights over some of the content, no single party has intellectual property rights over the model itself.

Parties agree that the model can and should be shared where outcomes for whānau can be achieved outside of the programme.

The owner of any New Intellectual Property will grant a sub-licensable licence to any members of the Collective who require it.

14. Service Provider's Pre-existing Conflicts of Interest (clause 13.2, Schedule 2)

N/A

15. Key Personnel: (clause 7, Schedule 2)

[List any Service Provider Personnel that are critical to the provision of the Services and Deliverables, if any. Delete this clause if it is not applicable]

Name	Role
s 9(2)(a)	Iwi Relationship & Development Officer Te Rūnanga o Te Rarawa 16 Matthews Avenue Kaitaia PO Box 361 Kaitaia 0410

s 9(2)(a)	<p>Chair Tupu Stakeholder Group</p> <p>Te Hiku Iwi Development Trust</p> <p>7 Melba Street, Kaitaia</p> <p>PO Box 645, Kaitaia 0410</p>
s 9(2)(a)	<p>Tupu Project Lead</p> <p>Te Rūnanga o Te Rarawa</p> <p>16 Matthews Avenue Kaitaia</p> <p>PO Box 361 Kaitaia</p> <p>0410</p>

16. Exit Services (clause 6.6, Schedule 2)

a. The following services:

N/A

b. Charges for Exit Services:

Option 1 – Fixed Charge

NA17. Address for Notices (clause 19.5, Schedule 2)

Ministry:	Service Provider:
<p>Ministry of Business, Innovation and Employment</p> <p>15 Stout Street</p> <p>PO Box 1473</p> <p>WELLINGTON</p> <p>Email Address: Andrew.mcnaught@mbie.govt.nz</p> <p>Attention: Andrew Mcnaught</p>	<p>Te Rūnanga o Te Rarawa</p> <p>16 Matthews Avenue Kaitaia</p> <p>PO Box 361 Kaitaia</p> <p>New Zealand 0410</p> <p>Email Address: s 9(2)(b)(ii)</p> <p>Attention: s 9(2)(a)</p>



SCHEDULE 2

SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

1. Definitions

1.1 In this Agreement, the following terms have the stated meanings:

Agreement means this agreement, including Schedule 1 and this Schedule 2;

Business Day means any day not being a Saturday or Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003;

Charges means the charges set out in the Details;

Commencement Date means the commencement date set out in the Details or, if no commencement date is set out, the date of this Agreement;

Completion Date means the completion date set out in the Details;

Confidential Information means the terms and conditions of this Agreement, the Deliverables and all information and data (in any form) produced or acquired by the Service Provider or its Personnel in connection with this Agreement or the performance of the Services, and the Ministry Data;

Deliverables means the deliverables (if any) described in the Details and any other documents, reports or other materials produced by the Service Provider in the course of providing the Services;

Details means Schedule 1;

Exit Services has the meaning given in clause 6.6;

GST means goods and services tax within the meaning of the Goods and Services Tax Act 1985;

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity, and **Intellectual Property** has a corresponding meaning;

Key Personnel has the meaning given in clause 7.1;

Milestone means an event or task under this Agreement to be performed at or by a particular date and time, as set out in the Details (if any);

Ministry Data means all information and data (in any form) belonging to the Ministry that is acquired by the Service Provider or its Personnel in connection with this Agreement or the performance of the Services and includes the Ministry's information systems and processing facilities, all data relating to the Ministry's operations and clients and all data or business knowledge about the Ministry, its Personnel, customers

and suppliers;

Parties means the Ministry and the Service Provider, including their permitted assigns;

Personnel means all employees, contractors, agents and officers and includes, to avoid doubt, Key Personnel (if any); and

Services means the services described in the Details together with all other work to be performed by the Service Provider to supply the Deliverables and perform its other obligations under this Agreement.

- 1.2 References to clauses and Schedules are to clauses and Schedules of this Agreement and references to persons include bodies corporate, unincorporated associations or partnerships.
- 1.3 The headings in this Agreement are for convenience only and have no legal effect.
- 1.4 The singular includes the plural and vice versa.
- 1.5 "Including" and similar words do not imply any limitation.
- 1.6 References to a statute include references to that statute as amended or replaced from time to time.
- 1.7 References to "NZD" or "\$" are to New Zealand currency, except where expressly stated otherwise.
- 1.8 The rule of construction known as *contra proferentem* does not apply to the interpretation of this Agreement.
- 1.9 If there is any conflict of meaning between the Details and Schedule 2, Schedule 2 will prevail, except where the Details expressly state otherwise.

2. Services and Deliverables

- 2.1 The Service Provider must provide the Services and the Deliverables promptly, efficiently, with reasonable skill and care and using suitably skilled, experienced and qualified Personnel, in accordance with:
- this Agreement, including the standards and Milestones and other timeframes (if any) set out in the Details (and if no timeframe is set out in the Details, within a timeframe that is reasonable in the circumstances);
 - the best currently accepted principles and practices applicable to the Services and the Deliverables;
 - all applicable laws, regulations, rules and professional codes of conduct or practice, including the Employment Relations Act 2000, the Immigration Act 2009 and the Health and Safety at Work Act 2015;
 - the Ministry's security and health and safety policies and requirements where the Service Provider is providing any of the Services and

- Deliverables on the Ministry's premises; and
- e. the reasonable directions of the Ministry.
- 2.2 The Service Provider must ensure that the Services and Deliverables are fit for the purpose set out in the Details (if any).
- 2.3 The Service Provider must obtain all third party consents, licences, authorisations and approvals required for it to provide the Services and Deliverables under this Agreement.
- 2.4 If the Services or Deliverables are not, in the Ministry's reasonable opinion, provided in accordance with this Agreement (including in accordance with any Milestone due dates set out in the Details) or are not otherwise in accordance with the Ministry's requirements, the Ministry may (without limiting its other remedies):
- require the Service Provider to remedy the deficiency immediately, at the Service Provider's cost;
 - withhold any payment due to the Service Provider until the deficiency is remedied to the Ministry's satisfaction; and/or
 - deduct a reasonable amount from any payment due to the Service Provider to reflect the deficiency.
- 2.5 The Service Provider must provide the Deliverables in such format, and on such medium, as is reasonably required by the Ministry.
- 2.6 The Service Provider acknowledges that the Ministry may engage other suppliers to provide services that relate to or are used by the Ministry in conjunction with the Services and Deliverables. The Service Provider agrees to co-operate fully and collaborate in good faith with the Ministry and any external suppliers in a timely manner, including:
- providing information reasonably required to ensure that the Ministry and any external supplier is able to perform their relevant responsibilities and functions; and
 - to the extent that it is within the Service Provider's control, achieving efficiency and reliability of services and deliverables provided to the Ministry and to ensure efficient change control processes across all suppliers.
- 3. Ministry inputs**
- The Ministry must use reasonable efforts to provide the inputs set out in the Details (if any) to the Service Provider in accordance with any timeframes set out in the Details (and if no timeframe is set out in the Details, within a timeframe that is reasonable in the circumstances).
- 4. Charges and invoicing**
- 4.1 Subject to clauses 2.4, 4.3, 4.4 and 4.5, the Ministry must pay the Charges at the rates set out in the Details for the provision of the Services and the Deliverables. The Charges:
- are the total amount payable by the Ministry for the provision of Services and Deliverables under this Agreement; and
 - must not exceed any cap on the Charges set out in the Details.
- 4.2 The Service Provider must provide a fully itemised valid GST invoice to the Ministry for all Charges due in the manner set out in the Details. The invoice must:
- be sent directly to the Ministry in PDF format via email to mbie.invoices@mbie.govt.nz;
 - Be copied to the relevant MBIE manager;
 - include details of the Services and Deliverables to which the invoice relates;
 - include sufficient information reasonably required to enable the Ministry to validate the claim for payment including:
 - reference to this Agreement (under which the invoice is issued);
 - the Charges for and description of each Service and Deliverable being invoiced;
 - in respect of any Charges on a time and rate basis, the relevant times and rates on which the Charge is based;
 - full details of any approved expenses incurred, together with copies of invoices for such items which have a value greater than \$1,000; and
 - be clearly and legibly marked to the attention of the full name of the person ordering the Services and Deliverables.
- 4.3 The Ministry is not obliged to make any payment under this Agreement until an invoice which complies with clause 4.2 has been received by it from the Service Provider. Payments will be made to the credit of a bank account to be designated in writing by the Service Provider.
- 4.4 The Charges are inclusive of all taxation except GST. The Ministry shall be entitled to deduct any withholding tax required to be withheld by law from payments made to the Service Provider and shall not be required to gross-up or increase any such payments in respect of such amounts withheld.
- 4.3 Without limiting the Ministry's rights under clause 2.4, the Ministry may (acting reasonably) withhold any disputed amount until the dispute is resolved. The Ministry must pay any undisputed portion of the sum set out in each invoice by the 20th of the month following the month of receipt of the invoice. The Ministry must reimburse the Service Provider for expenses incurred by the Service Provider in providing the Services and Deliverables only if, and to the extent, specified in the Details.
- 5. Term**
- 5.1 Subject to clauses 6.1, 6.2 and 18.2, this Agreement will commence on the Commencement Date and will continue until the later of the Completion Date set out in the Details or completion of the Services and provision of the Deliverables in accordance with this Agreement.
- 5.2 Services and Deliverables provided prior to the date of this Agreement are deemed to have been provided on the terms of this Agreement.

6. Termination

- 6.1 The Ministry may terminate this Agreement at any time by giving 10 Business Days' notice to the Service Provider.
- 6.2 The Ministry may terminate this Agreement immediately by giving notice to the Service Provider, if the Service Provider:
- is in breach of any of its obligations under this Agreement and that breach is not capable of being remedied;
 - fails to remedy any breach of its obligations under this Agreement within 5 Business Days of receipt of notice of the breach from the Ministry;
 - does or omits to do something, or any matter concerning the Service Provider comes to the Ministry's attention, which in the Ministry's opinion may cause damage to the business or reputation of the Ministry or of the Government of New Zealand;
 - has given or gives any information to the Ministry which is misleading or inaccurate in any material respect; or
 - becomes, or in the Ministry's reasonable opinion, is likely to become insolvent, bankrupt or subject to any form of insolvency action or administration.
- 6.3 Termination or expiry of this Agreement does not affect the rights and obligations of the Parties accrued up to and including the date of termination.
- 6.4 Within 10 Business Days of termination of this Agreement:
- where that termination was under clause 6.1, the Ministry must pay the Service Provider for Services and Deliverables provided in accordance with this Agreement up to the date of termination (provided the Service Provider has provided an invoice which complies with clause 4.2); and
 - the Service Provider must refund to the Ministry all amounts paid by the Ministry for Services or Deliverables not provided. If the Ministry has paid a fixed Charge for Services or Deliverables, the Service Provider must refund to the Ministry a portion of the fixed Charge which, in the Ministry's reasonable opinion, relates to the Services or Deliverables not provided.
- 6.5 Except to the extent the Service Provider is legally required to retain any Confidential Information, the Service Provider must, within 5 Business Days of termination or expiry of this Agreement:
- return to the Ministry:
 - all Confidential Information in the Service Provider's possession or control; and
 - all other property of the Ministry relating in any way to this Agreement (including documents, data, work-in-progress and materials in which the Intellectual Property

Rights of the Ministry are vested and back-up copies) which is in the possession or control of the Service Provider or its Personnel; and/or

- if requested by the Ministry, destroy or erase all copies in any form of the Confidential Information or Ministry Intellectual Property and any other documents prepared by or for the Service Provider which contain or reflect any Confidential Information or Ministry Intellectual Property.
- 6.6 The Service Provider must, if requested by the Ministry, provide the exit services set out in the Details, if any (Exit Services), before or from the expiry or termination of this Agreement.
- 6.7 The Ministry must, except where the Ministry has terminated under clause 6.2, pay for the Exit Services at the relevant rates set out in the Details, up to the total maximum cap set out in the Details for the Exit Services. To avoid doubt, the terms of this Agreement continue to apply to the Exit Services, with all necessary modification.
- 6.8 The provisions of this Agreement which, by their nature, are intended to survive termination or expiry of this Agreement, including those provisions relating to remedying deficiencies in the Services and Deliverables (clause 2.4), termination (clause 6) reporting requirements (clause 9.2), intellectual property (clause 11), confidentiality (clause 12), and liability and insurance (clause 14) will continue after the expiry or termination of this Agreement.
- ## 7. Key Personnel
- 7.1 The Service Provider must ensure that the key Personnel set out in the Details (if any) (Key Personnel) provide the Services and Deliverables.
- 7.2 If, at any time during the term of this Agreement, any member of the Key Personnel is not available to provide the Services and Deliverables, the Service Provider must:
- promptly notify the Ministry of the non-availability of any Key Personnel; and
 - consult with the Ministry when appointing a replacement.
- 7.3 Where the Service Provider appoints a new person to a Key Personnel role, it must ensure that a full and proper handover occurs between each appointee to a Key Personnel role.
- 7.4 If the Service Provider's Personnel require access to the Ministry's facilities and IT systems to provide the Services the Service Provider must provide the following evidence of the suitability of the relevant Personnel:
- Ministry of Justice criminal record check (MoJ Check);
 - clearance to work in New Zealand; and
 - credential and reference check from at least two references (the Evidence).
- The Evidence must not be more than 6 months old.
- Apart from the MoJ Check, the Service Provider must provide the Evidence when the Personnel are proposed to provide the Services.
- The Service Provider must provide the MoJ Check to the

Ministry as soon as possible and no later than 20 business days after the Contract has commenced.

On request by the Ministry, the Service Provider must provide additional evidence of the suitability of the Personnel performing the Services such as a credit check.

7.5 For other Personnel providing the Services, the Service Provider, on request by the Ministry, must provide evidence of the suitability of the Personnel performing the Services. This evidence is to be in the form of the following background checks which are not to be more than 6 months old:

- a. Ministry of Justice criminal record check;
- b. clearance to work in New Zealand;
- c. credential and reference check; and
- d. credit check.

7.6 The Service Provider will immediately notify the Ministry of any change it is aware of to the suitability of the Personnel during the term of this Contract.

8. Good Employer

The Service Provider must ensure that it operates policies and systems that promote fair and proper treatment of employees in all aspects of their employment.

9. Reporting Requirements

9.1 The Service Provider must report on the progress of the Services and Deliverables (including, if requested, providing copies of current versions of the Deliverables) to the Ministry:

- a. as set out in the Details; and
- b. in any format and on any medium reasonably required by the Ministry.

9.2 The Service Provider must:

- a. respond promptly, accurately and adequately to any request for information made by the Ministry in relation to this Agreement, including for the purpose of enabling the Ministry to comply:
 - i. with its obligations under the Official Information Act 1982 and the Privacy Act 1993;
 - ii. with its obligations to relevant Ministers of the Crown and Select Committees; and
 - iii. otherwise for the purpose of enabling the Ministry to comply with its internal and external reporting and accountability obligations; and
- b. ensure that all information provided to the Ministry contains sufficient content and detail to enable the Ministry to make use of the information for the purpose for which it was requested.

10. Warranty

Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on it in

accordance with this Agreement's terms.

11. Intellectual Property

11.1 The following Intellectual Property (including any modification, enhancement or derivative work of that Intellectual Property) remains the property of the current owner, regardless of its use in the Deliverables:

- a. Intellectual Property that existed prior to the date of this Agreement; and
- b. Intellectual Property that was developed independently of this Agreement.

To avoid doubt, all Intellectual Property Rights in the Ministry Data (including in any modification, enhancement or derivative work of that Ministry Data) remain the property of the Ministry, regardless of its use in any Deliverables.

11.2 Subject to clauses 11.1 and 11.4 and unless stated otherwise in the Details, all new Intellectual Property Rights in the Confidential Information (including any enhancement, modification or derivative work of that Confidential Information) and any other Intellectual Property created or developed by the Service Provider or its Personnel in providing the Services and Deliverables will be owned by the Ministry from the date the Intellectual Property is created or developed.

11.3 The Service Provider must not develop, create or use in the course of performing this Agreement any Deliverable or other material which infringes or is likely to infringe the Intellectual Property Rights of any person.

11.4 The Service Provider must not incorporate any Intellectual Property owned by it or a third party into the Confidential Information or any Intellectual Property created or developed in providing the Services and Deliverables unless:

- a. the Service Provider's (and any third party's) Intellectual Property Rights are listed in the Details; and
- b. the Service Provider grants or obtains for the Ministry an irrevocable, transferable, perpetual, royalty-free licence to use, modify, licence, market and disseminate the relevant Intellectual Property for the purpose set out in the Details or, if there is no purpose set out, for the Ministry's general purposes, including any purpose reasonably contemplated when the Services and Deliverables were provided.

11.5 The Service Provider must indemnify and keep indemnified the Ministry from and against all claims, proceedings, damages, liability, loss, costs or expense (including legal costs on a solicitor own client basis) in connection with the infringement or alleged infringement of any third party's Intellectual Property Rights (IP Claim) arising out of or in connection with the Services or the Deliverables or the supply to or the possession or use by the Ministry (or its Personnel) of the Deliverables as contemplated by this Agreement.

11.6 The Service Provider is not required to indemnify the Ministry under clause 11.5 to the extent that an IP Claim arises as a result of:

- a. the Ministry's breach of this Agreement; or

- b. modification or alteration of the Deliverables by a person other than the Service Provider (but only to the extent of the modification or alteration).
- 11.7 Without limiting the indemnity in clause 11.5 or any other rights of the Ministry under this Agreement, if at any time an IP Claim is made, or in the Service Provider's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, at the Ministry's request the Service Provider must (at the Service Provider's cost and option):
- obtain for the Ministry the right to continue using the items which are the subject of the IP Claim; or
 - modify, replace or re-perform the items which are the subject of the IP Claim so they become non-infringing, provided that this does not detract from the performance of the Services or Deliverables.
- 11.8 Without limiting the Ministry's other rights and remedies, if the remedies in clause 11.7 are exhausted without remedying or settling, to the Ministry's satisfaction, the IP Claim, the Ministry may terminate this Agreement for breach under clause 6.2a.
- 12. Confidentiality**
- 12.1 The Service Provider must, unless it has the prior written consent of the Ministry:
- keep the Confidential Information confidential at all times;
 - not disclose any Confidential Information to any person other than its Personnel to whom disclosure is necessary for the purposes of providing the Services and Deliverables;
 - ensure that it has in place adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons including, as a minimum, complying with the Ministry's Retention and Disposal Schedules and all relevant requirements imposed from time to time by the New Zealand Government on the holding, access, use, retention and disposal of government information;
 - upon request by the Ministry, provide the Ministry with independent verification of its compliance with clause 12.1c; and
 - ensure that any Personnel to whom it discloses Confidential Information are aware of, and comply with, the provisions of this clause 12.
- 12.2 The obligations of confidentiality in clause 12.1 do not apply to any disclosure of Confidential Information:
- required by law;
 - to the extent that such disclosure is necessary for the purposes of providing the Services and Deliverables or exercising rights under this Agreement; or
 - where such information has become public other than through a breach of the obligation of confidentiality in this clause 12 by the Service Provider, or its Personnel, or was disclosed to the Service Provider on a non-confidential basis by a third party who is not in breach of any obligation of confidentiality to the Ministry.
- 12.3 The Service Provider must not, without the Ministry's prior written approval:
- make any public statement in relation to this Agreement or the provision of the Services or Deliverables to the Ministry, including making press releases or naming the Ministry on any customer list; or
 - offer any customer reference in relation to this Agreement.
- 13. Conflict of Interest**
- 13.1 The Service Provider must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must avoid conflicts of interest. Conflicts of interest include:
- situations which could give rise to a conflict of interest or compromise the Service Provider's or the Ministry's integrity; or
 - any financial or other interest or undertaking that could interfere with or compromise the performance of the Service Provider's obligations under this Agreement, or the integrity or standing of the Ministry.
- 13.2 Unless otherwise stated in the Details, the Service Provider warrants that it has no conflicts of interest at the date of this Agreement.
- 13.3 The Service Provider must advise the Ministry in writing of any actual or potential conflict of interest that might arise in the performance of the Services and the development of the Deliverables as soon as the Service Provider becomes aware of it, and must assist the Ministry to address or avoid or mitigate that conflict of interest.
- 14. Liability and Insurance**
- 14.1 Except for the Ministry's liability to pay the Charges, neither Party is liable for any loss of profit, revenue, data, savings, business and/or goodwill or any other indirect, consequential or incidental loss or damage arising under or in connection with this Agreement, regardless of whether the other Party had been advised of the possibility of such loss or damage.
- 14.2 Clause 14.1 does not apply to limit the Service Provider's liability:
- under the Intellectual Property indemnity in clause 11.5;
 - in connection with a breach of clause 12; or
 - under clause 14.4.
- 14.3 To the maximum extent permitted by law, the maximum liability of the Ministry under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if all Services and Deliverables had been provided in accordance with this Agreement.
- 14.4 The Service Provider indemnifies the Ministry against any

claim, liability, loss or expense, including legal fees on a solicitor own client basis (together, loss), brought or threatened against, or incurred by the Ministry, arising from fraud or wilful misconduct by the Service Provider or its Personnel or personal injury or death as a result of, or in connection with, an act or omission of the Service Provider or its Personnel in breach of this Agreement, except to the extent that loss arises out of an act or omission by the Ministry.

14.5 The Service Provider must:

- a. at its own expense, ensure that it has in place for the term of this Agreement:
 - I. adequate insurance to cover standard commercial risks and the indemnities under this Agreement; and
 - II. other insurance reasonably required by the Ministry; and
- b. upon request by the Ministry, provide the Ministry with evidence of its compliance with this clause.

15. Audit

15.1 At the Ministry's request, the Service Provider must allow the Ministry (or an independent auditor nominated by the Ministry) to conduct audits of the Service Provider's compliance with this Agreement.

15.2 If an audit reveals any material non-compliance with this Agreement, the Service Provider must bear all of the Ministry's costs in carrying out that audit, in addition to any other rights and remedies the Ministry may have in respect of the non-compliance.

15.3 Without limiting clause 15.1, the Service Provider must co-operate in a timely manner in relation to any audit undertaken in accordance with this clause 15, including promptly providing the Ministry or the auditor (as the case may be) with reasonable access and assistance in respect of any audit, including reasonable access to the Service Provider, its Personnel, and the facilities, records and resources which are owned by the Service Provider and used in the provision of the Services and Deliverables.

15.4 The Ministry or the auditor (as the case may be) may make copies of any records or other information acquired by it for the purposes of any audit undertaken in accordance with this clause 15.

16. Independent Contractor

16.1 The Service Provider is engaged to provide the Services and Deliverables as an independent contractor. The Service Provider (including its Personnel, if any) is not an employee of the Ministry or of the Chief Executive of the Ministry. At no time will the Ministry have any liability to pay to the Service Provider:

- a. holiday pay, sick pay or any other payment under the Holidays Act 2003; or
- b. redundancy or any other form of severance pay; or
- c. taxes or levies, including any levies under the

Accident Compensation Act 2001.

16.2 The Service Provider indemnifies the Ministry against any taxes, levies, penalties, damages or compensation which the Ministry may be liable to deduct, withhold or pay by reason of the Service Provider, or any person used by the Service Provider to provide the Services or Deliverables, being held to be an employee of the Ministry or of the Chief Executive of the Ministry.

17. Dispute Resolution

17.1 The Parties will attempt to resolve any dispute or difference that may arise under or in connection with this Agreement amicably and in good faith, referring the dispute to the Parties' senior managers for resolution if necessary.

17.2 If the Parties' senior managers are unable to resolve the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or another form of alternative dispute resolution agreed between the Parties.

17.3 If a dispute is referred to mediation, the mediation will be conducted by a single mediator appointed by the Parties (or if they cannot agree, appointed by the Chair of the Resolution Institute) and on the terms of the Resolution Institute standard mediation agreement (unless the Parties agree otherwise). The Parties will pay their own costs relating to any mediation or other form of alternative dispute resolution (unless they agree otherwise).

17.4 The Parties must continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen pending final resolution of the dispute.

17.5 Nothing in this clause 17 precludes either Party from taking immediate steps to seek urgent relief before a New Zealand court.

18. Force Majeure

18.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of any cause or circumstance beyond the Party's reasonable control including acts of God, communication line failures, power failures, riots, strikes, lock-outs, fires, war, flood, earthquake or other disaster, or governmental action after the date of this Agreement (**Force Majeure Event**). To avoid doubt, a Party cannot rely on this clause 18.1 to the extent that it could have avoided the effects of the Force Majeure Event by taking reasonable steps. The Party affected must:

- a. notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome it;
- b. use its best endeavours to overcome the Force Majeure Event and minimise the loss to the other Party; and
- c. continue to perform its obligations as far as practicable.

18.2 If by reason of a Force Majeure Event a Party has been unable to perform any material obligation under this

Agreement for a period of one month, the other Party may, after consulting with the Party affected by the Force Majeure Event, immediately terminate this Agreement by giving notice to that Party.

19. General

19.1 A waiver by either Party of any rights arising from any breach of any term of this Agreement will not be a continuing waiver of any other rights arising from any other breaches of the same or other terms or conditions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or remedy in this Agreement will operate as a waiver. No single or partial exercise of any such right or remedy will preclude any other or further exercise of that or any other right or remedy.

19.2 Assignment:

- a. The rights and obligations of the Service Provider under this Agreement are personal to the Service Provider and may only be assigned, delegated or subcontracted with the prior approval in writing of the Ministry (which may not be unreasonably withheld or delayed). The Service Provider remains liable for performance of its obligations under this Agreement despite any approved assignment, subcontracting or delegation.
- b. If the Service Provider is a company, any transfer of shares, or any other arrangement affecting the Service Provider or its holding company which results in a change in the effective control of the Service Provider is deemed to be an assignment subject to clause 19.2.a.

19.3 This Agreement may only be varied by agreement in writing signed by the Parties.

19.4 If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on the Parties.

19.5 Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or post to the Parties' respective addresses as set out in the Details. Any notice is deemed to be received:

- a. if personally delivered, when delivered;
- b. if posted, three Business Days after posting; or
- c. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error;

provided that any notice received after 5pm or on a day which is not a Business Day is deemed not to have been received until the next Business Day.

19.6 This Agreement sets out the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter.

19.7 This Agreement may be signed in any number of counterparts (including scanned copies) and provided that each Party has signed a counterpart, the counterparts, when taken together, will constitute a binding and enforceable agreement between the Parties.

19.8 This Agreement will be governed by and construed in accordance with New Zealand law. Subject to clause 17, each Party submits to the non-exclusive jurisdiction of the New Zealand courts in relation to any dispute connected with this Agreement.