NZART AREC Emergency Funds Trust
Independent Auditor’s Report
For the Year Ended 30th June 2016

We have audited the accompanying financial statements of NZART AREC Emergency Funds Trust, on pages 2 to 6 inclusive which comprise the statement of financial position as at 30 June 2016, statement of financial performance, and a summary of significant accounting policies and other explanatory information. The financial statements have been prepared by the Board based on the financial reporting provisions of NZART AREC Emergency Funds Trust.

Board’s Responsibility for the Financial Statements
The Trustees are responsible for the preparation of these financial statements in accordance with the financial reporting provisions of the constitution of NZART AREC Emergency Funds Trust and that fairly represent the matters to which they relate, and for such internal control as the board determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing (New Zealand). Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation of financial statements that give a true and fair view of the matters to which they relate in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other than in our capacity as auditor we have no relationship with, or interests in, NZART AREC Emergency Funds Trust.

Opinion
In our opinion, the financial statements fairly represent the financial position of NZART AREC Emergency Funds Trust as at 30 June 2016, and of its financial performance the year then ended and have been prepared in accordance with the financial reporting provisions of the constitution of NZART AREC Emergency Funds Trust.

Date 20th July 2016.

Mowat Beck Accountants Ltd
Accountants
Christchurch

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03-348 8654
mowatacl@es.co.nz
8461, Riccarton 8440

BECK & ASSOCIATES
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NZART AREC Emergency Funds Trust
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Other than in our capacity as auditor we have no relationship with, or interests in, NZART AREC Emergency Funds Trust.

Opinion
In our opinion, the financial statements fairly represent the financial position of NZART AREC Emergency Funds Trust as at 30 June 2017, and of its financial performance the year then ended and have been prepared in accordance with the financial reporting provisions of the constitution of NZART AREC Emergency Funds Trust.

Date 17th August 2017

Mowat Beck Accountants Ltd
Accountants
Christchurch
Hi Jim,

Here’s the draft AREC SLA that’s almost ready for signing to assist you in preparing the role description for the NZART Administrator’s work for AREC.

NZSAR would like to see the reporting requirements of the SLA captured within the role descriptions – I’ll leave it to you & AREC to decide all the details.

I maintain my own spreadsheet to monitor the SLA reporting, and have grouped all the SLA reporting requirements into six main headings:
- Funding intent (schedule 3, clause 8)
- SAR activity reporting
- Updates for the NZSAR Council
- Financial reporting
- General reporting
- Health & Safety reporting

Hopefully this helps.

Have a good weekend,
Carl

Regards

Carl van der Meulen
Senior Advisor
New Zealand Search and Rescue Secretariat

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www.nzsar.govt.nz
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NZSAR
New Zealand Search and Rescue
Joint Service Level Agreement
for the provision of search and rescue services

PARTIES
MARITIME NEW ZEALAND a Crown entity continued under the Maritime Transport Act 1994 (incorporating the Rescue Coordination Centre New Zealand as an operating division) (“Maritime NZ”)
and
NEW ZEALAND POLICE established under and regulated by the Policing Act 2008 and Policing Regulations 2008 (“the Police”)
(collectively referred to as “the Coordinating Authorities”)
and
THE SECRETARY FOR TRANSPORT (for and on behalf of the New Zealand Search and Rescue Council) (“NZSAR Council”)
and
NZART AREC EMERGENCY FUNDS TRUST a charitable trust registered on 3 June 2009 – registration number CC40559

1. INTRODUCTION
1.1 Effective search and rescue requires the active cooperation of a number of organisations if it is to operate successfully.
1.2 The Parties agree to work together on matters related to Search and Rescue (SAR) and offer advice to each other on matters related to SAR.
1.3 This Service Level Agreement is intended to strengthen the relationship between AREC, the Coordinating Authorities and the NZSAR Council.
1.4 While this document uses formal terms, all parties understand that a sound, cooperative relationship among themselves based on mutual respect and goodwill is central to the conduct of effective search and rescue operations.

2. ROLES AND RESPONSIBILITIES
2.1 The Police are responsible for co-ordinating the conduct of Category I Search and Rescue Operations (“SAROPs”) within the New Zealand Search and Rescue Region (“NZSRR”).
2.2 Maritime NZ is responsible, pursuant to section 431 of the Maritime Transport Act 1994 and following the issue of Ministerial directions given pursuant to section 14C Civil Aviation Act 1990, for providing Category II Search and Rescue (SAR) Services within the NZSRR as established by international agreements.
2.3 The Rescue Co-ordination Centre New Zealand ("RCCNZ") is the Maritime NZ operational facility responsible for co-ordinating the conduct of Category II SAROPs within the NZSRR.

2.4 The New Zealand Association of Radio Transmitters (NZART) is an incorporated society under the Incorporated Societies Act 1908 having as its principal object the promotion of amateur radio in New Zealand.

2.5 NZART also has as one of its objectives the provision of emergency and other communication services for the authorities as required.

2.6 The constitution of NZART creates a sub-group charged with the management and provision of emergency and other communication services, known as Amateur Radio Emergency Communications ("AREC").

2.7 The NZART AREC Emergency Funds Trust was established as a charitable entity in 2009 as a vehicle through which funding could be directed to support AREC in the provision of emergency and other communication services to the Coordinating Authorities.

2.8 Trustees of the NZART AREC Emergency Funds Trust are to be knowledgeable and conversant with their responsibilities and obligations as trustees.

2.9 AREC provides search and rescue communications services.

2.10 AREC provides search and rescue (SAR) services in response to, and in support of, SAROPs coordinated by the Coordinating Authorities. SAR services include the provision of communications with third parties.

2.11 The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the Council’s behalf in accordance with the Council’s directions.

3. PURPOSE AND OUTCOMES

3.1 The purposes of this Agreement are –

(a) to describe the funding arrangements for supporting, developing, and maintaining SAR capability for New Zealand by AREC, in order to provide SAR services; and

(b) to establish and promote a sound collaborative working relationship based on mutual respect and goodwill between AREC (at the National, regional and local level) and the other Parties, to achieve the agreed outcomes described in clause 3.2.

3.2 The outcomes desired by the Parties to this Agreement are –

(a) that AREC will be a strong and sustainable, well-governed, and robust organisation, which is able to provide efficient and effective SAR services to the Coordinating Authorities on request;
(b) to provide and maintain consistent, effective and efficient delivery of search and rescue communications services increasing the effectiveness of SAROPs to those in distress;

(c) to achieve co-operation between the Parties for training in operational and non-operational duties;

(d) to provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations where AREC have Sections in New Zealand;

(e) to raise public awareness of search and rescue services and enhance the community standing of AREC, Police and RCCNZ.

3.3 This Agreement excludes any non-SAR activities provided by AREC which occur from time to time.

4. LEGISLATIVE COMPLIANCE

4.1 All Parties will comply with the provisions of all statutes, standards, regulations, and rules of any government, local or public authority that may be applicable to the provision of the services and the reporting requirements outlined in Schedules 1 and 2.

4.2 **Official Information Act.** The Parties acknowledge that the Coordinating Authorities and the Secretary for Transport are subject to the Official Information Act 1982 and that under that Act the Coordinating Authorities and/or the Secretary for Transport may be required to release information about the services and about the Coordinating Authorities’ relationship with AREC. The Coordinating Authorities and the Secretary for Transport will promptly advise AREC of any request received under the Act that relates to AREC’s information and prior to any disclosure under the request.

4.3 AREC will not release information about the Coordinating Authorities, this Agreement or any of the services to a third party unless compelled by a competent authority, in which case it will immediately advise the Coordinating Authorities as to the information released.

4.4 **Health and Safety Act.** It is recognised and acknowledged that all Parties to this Agreement are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015. The Parties’ obligations under this Act are contained in Schedule 4.

5. MINISTERIAL INSTRUCTIONS

5.1 Notwithstanding anything to the contrary in this Agreement, the Coordinating Authorities may at any time vary the terms of this Agreement to give effect to the instructions of the Minister(s) of the Crown at the time responsible for the Coordinating Authorities. The Coordinating Authorities must give AREC at least three months' notice in writing of the variation.
6. EFFECT OF THIS AGREEMENT

6.1 Nothing in this Agreement shall make any Party liable for the actions of the others.

6.2 The provisions in this Agreement are to be read subject to any Chief Executive or Cabinet directives, and any enactment.

6.3 Where there are changes to Government policy or, for RCCNZ, decisions of Maritime NZ, which affect the purpose and functions of this Agreement, the Party having knowledge of the changes agrees to inform the others of those changes at the earliest possible time afterwards and agrees to meet to re-negotiate if necessary any aspects of this Agreement.

7. SERVICES

7.1 From time to time, and as required, AREC will where possible make available and provide to the Coordinating Authorities the response services and support services as outlined in Schedule 1. The services are to be provided to the Coordinating Authorities’ and AREC’s agreed best practice standard.

7.2 AREC will comply with the reporting requirements outlined in Schedule 2.

7.3 Failure to deliver services: If either of the Coordinating Authorities or the NZSAR Council considers on reasonable grounds that the services or reporting (or any of them) have not been completed in accordance with AREC’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

(a) require AREC to remedy the deficiency at AREC’s cost;

(b) withhold payment until the deficiency has been remedied; and/or

(c) if the deficiency is not or cannot be remedied, deduct an appropriate amount from a payment under clause 11.1.

8. RELATIONSHIP AGREEMENT

8.1 Not applicable to this Service Level Agreement with AREC.

9. TERM OF AGREEMENT

9.1 This Agreement commences on the Effective Date and runs for a term of three years until 30 June 2020, unless terminated earlier.

9.2 Right of Renewal: This Agreement may be extended on the same terms and conditions by agreement in writing among the Parties for a further term of three years from 1 July 2020.
10. REVIEW

10.1 This Agreement will be reviewed by the Parties (as represented by the General Manager Safety Services (MNZ); the National Coordinator SAR (Police); the NZSAR Secretariat Manager; and the National Director of AREC, or their nominees, at least three months prior to the termination date and at any other time if requested in writing by any Party.

10.2 The terms of the review will be discussed and agreed by the Parties at the start of the review and may include a review of Schedules 1, 2, 3 and 4, and Appendix 1.

11. FEES AND PAYMENT

11.1 The Secretary for Transport will pay AREC for the provision of the services (including the completion of the reporting requirements) as described in Schedules 1 and 2, in accordance with Schedule 3.

12. APPLICATION OF PAYMENTS

12.1 As Crown funding, these payments should be applied to those activities where the benefits are widely felt and/or less tangible in nature and, hence, less amenable to funding by third parties. These include:

(a) The governance and management of AREC;
(b) Research and analysis;
(c) Cross agency initiatives.
(d) NZSAR Council priorities as outlined in the annual letter of intent (Schedule 3 clause 9).

13. DISCLOSURE

13.1 AREC will inform the Coordinating Authorities as soon as practicable of any emerging, imminent or present threat to its capacity to deliver the Services.

14. REPORTING

14.1 AREC will meet reporting requirements in accordance with Schedules 2 and 4:

(a) Operational: AREC will meet the operational reporting requirements in accordance with Schedule 2.

(b) General: AREC will meet the general reporting requirements in accordance with Schedule 2.

(c) Financial and audit: AREC will ensure that the annual financial statements of AREC are audited by a qualified auditor. The auditor's
report and annual accounts are to be supplied to the NZSAR Council as soon as practicable after its receipt by AREC.

(d) AREC authorises and will direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

(e) AREC will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.

(f) **Health and Safety:** AREC will meet health and safety obligations and reporting requirements in accordance with Schedule 4.

### 15. INFORMATION AND CONFIDENTIALITY

15.1 For the purposes of this clause, "Confidential Information" means:

(a) personal and health information about any person;

(b) information relating to the Coordinating Authorities’ or AREC’s business policies and procedures, personnel, records, dealings, or strategies;

(c) the provisions of this Agreement including the Schedules; and

(d) any other information that the Coordinating Authorities or AREC indicate as being sensitive or confidential;

but does not include any information which:

(e) at the time it was disclosed, is generally available to, and known by, the public (other than as a result of a disclosure directly or indirectly by the Party with whom it is shared or anyone associated with it); or

(f) was available to, and legally and properly obtained by, the Party with whom it is shared on a non-confidential basis from a source other than the Party sharing it or its advisers, agents, officers or employees; or

(g) has been independently acquired or developed by the Party with whom it is shared without violating any of its obligations under this Agreement or by law without the use of any Confidential Information.

15.2 AREC, Maritime NZ (RCCNZ) and Police will share information in order to enhance community safety, subject to applicable law.

15.3 Police and Maritime NZ (RCCNZ) will supply information to AREC on request to support reporting requirements of this Agreement.

15.4 Subject to law, (for example but not limited to the Official Information Act and the Privacy Act), all information obtained by the Parties, their employees, representatives, volunteers or agents in the course of the performance of search and rescue services must be treated as Confidential. Confidential Information may not be divulged to any persons, media representatives, firms
or corporations other than under clause 4.3, or as otherwise approved by the Coordinating Authorities.

15.5 Subject to law, the Parties will limit access to all Confidential Information to those of their employees, representatives or agents who reasonably require such information for the purposes of performing search and rescue services and will ensure that all such persons comply with the confidentiality obligations in this Agreement.

16. COMMUNICATION AND MEDIA STRATEGIES

16.1 A Party will immediately advise the other Parties if it becomes aware of any issue about the operation or management of this Agreement that has or may have media or public interest.

16.2 A Party will advise the other Parties as soon as possible if it issues to the media or any member of the public any oral or written statement about the operation of this Agreement.

16.3 A Party may comment to the media, a member of the public, or on social media, on the activity and performance of their own organisation in relation to the provision of their services, but may only make any comments about another Party with regard to their respective activities or performance in accordance with the operational policies and processes.

17. VARIATIONS

17.1 Any Party may seek a variation to this Agreement by advising the other Parties in writing. Any proposed variations will be subject to discussion among the Parties and will only be effective if agreed in writing.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Subject to clause 18.2, AREC may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

18.2 AREC may subcontract or assign any aspect of the reporting requirement outlined in Schedule 2 to any other party if the subcontractor or assignee:

(a) is suitably qualified;

(b) complies with all of the terms and conditions of this Agreement relating to the reporting requirement; and

(c) the Coordinating Authorities and the NZSAR Council are notified of the subcontract or assignment.
19. DISPUTE RESOLUTION

19.1 All issues, disputes and differences between the Parties in relation to the interpretation or performance of this Agreement shall, in the first instance, be attempted to be resolved at the earliest opportunity, locally with local representatives or managers attempting resolution within 14 days of notification of the issue, dispute or difference.

19.2 All Parties undertake to use their best endeavours to resolve any dispute or difference between them by negotiation before utilising appropriate alternative dispute resolution techniques.

19.3 If any dispute or difference arises as to the interpretation of this Agreement or as to any matter arising out of or in connection with this Agreement then any Party may by notice in writing served on the other Parties inform the other Parties of the details of the dispute or difference.

19.4 If the Parties are unable to resolve the dispute or difference by negotiation within 28 days of the date of notice served in clause 19.3, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties.

19.5 If the dispute or difference remains unresolved after mediation (or after negotiation if there is no mediation), then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.

19.6 All Parties are expected to continue to perform their respective obligations under this Agreement during the resolution of any dispute or difference.

19.7 The Parties will share the costs of the mediation or arbitration equally or as determined by the arbitrators.

20. TERMINATION

20.1 Either the Coordinating Authorities or AREC may terminate this Agreement by giving three months’ notice in writing or as provided in clause 28.2.

20.2 In the event of termination, a payment of refund or a final invoice will be made by or rendered to AREC to account for any fees paid or due on a pro rata basis.

21. NOTICES

21.1 The addresses for notices in respect of this Agreement shall be:

Amateur Radio Emergency Communications
Name: National Director
Address: TO BE PROVIDED
Telephone:
22. SURVIVAL

22.1 On termination or expiry of this Agreement, all clauses relating to Confidentiality, Reporting, Official Information Act and Media will continue in full force and effect.

23. STATUS OF THE PARTIES

23.1 AREC acknowledges that it is an independent contractor to the Coordinating Authorities and the NZSAR Council and nothing in this Agreement may be construed to make any Party a partner, servant, agent, employer or employee of the others.
24. ADVERTISING

24.1 AREC will not use the Coordinating Authorities’ names to advertise its business or other activities without the Coordinating Authorities’ express prior written permission, and AREC will comply with all terms on which such permission is given.

25. COSTS AND TAXES

25.1 Each Party will bear its own costs of negotiating, preparing and executing this Agreement.

25.2 AREC will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by AREC under this Agreement.

26. WARRANTY OF INTEREST

26.1 AREC warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place AREC in a conflict of interest position with respect to the services to be provided to the Coordinating Authorities.

26.2 If an actual or potential conflict of interest comes to the attention of AREC or NZSAR Secretariat during the term of this Agreement they will notify the Coordinating Authorities, and the NZSAR Council of this immediately.

27. WAIVER

27.1 Not exercising, or partially exercising, a right under this Agreement does not waive, or prevent the further or full exercise of, that right.

28. FORCE MAJEURE

28.1 Notwithstanding any other provision of this Agreement, non-performance by a Party of any of its obligations under this Agreement shall be excused, without liability for non-performance, during the time and to the extent that such performance is prevented, wholly or substantially, by a force majeure event.

28.2 Performance of any obligation affected by a force majeure event shall be resumed as soon as reasonably practicable after the force majeure event has ended or abated. If, by reason of a force majeure event, a Party is unable to perform any material obligation under this Agreement for a period of 30 days after the force majeure event occurring, the other Parties may, on giving written notice to that Party, terminate this Agreement.
29. DEFINITIONS

29.1 In this Agreement (including the Schedules) the following definitions apply (unless the context requires otherwise):

(a) **AREC**: includes any authorised AREC personnel.

(b) **Category I SAROP**: A SAROP coordinated at the local level; including land operations, subterranean operations, river, lake and inland waterway operations and close-to-shore\(^1\) marine operations\(^2\).

(c) **Category II SAROP**: A SAROP coordinated at the national level; including operations associated with missing aircraft or aircraft in distress and off-shore marine operations within the New Zealand Search and Rescue Region\(^3\).

(d) **Confidential Information**: includes:
   - personal and health information about any person;
   - information relating to the Coordinating Authorities or AREC's business policies and procedures;
   - the provisions of this Agreement including the Schedules; and
   - any other information that the Coordinating Authorities or AREC indicates as being sensitive or confidential.

(e) **Effective Date**: means 1 July 2017.

(f) **Force majeure event**: means an event outside the reasonable control of the Party claiming the benefit of the force majeure event, but does not include any event caused by lack of funds for any reason, or an event which the Party affected could have prevented or overcome by exercising reasonable care.

(g) **Non-SAROP Activity**: Operational activity conducted by a Party to this Agreement which is not formally deemed to be a search and rescue operation.

(h) **RCCNZ**: includes any authorised employee of RCCNZ.

(i) **SAREX**: means a search and rescue training exercise.

(j) **Search and Rescue Operation** or **SAROP**: A Search and Rescue Operation (SAROP) is an operation undertaken by a Coordinating Authority to locate and retrieve persons missing or in distress. The intention of the operation is to save lives, prevent or minimise injuries and remove persons from situations of peril by locating the persons,

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\(^1\) The nature of ‘close-to-shore’ will vary according to the availability of local resources and the need to task national assets. Typically such operations will be within NZ Territorial Waters (12 nautical miles).

\(^2\) Category I SAROPs typically require the use of local personnel and resources and can be carried out efficiently and effectively at the local level.

\(^3\) Category II SAROPs typically require the use of national or international resources and may involve coordination with other States.
providing for initial medical care or other needs and then delivering them to a place of safety.

(k) **The Coordinating Authorities** means Maritime NZ and the New Zealand Police.

**SCHEDULES TO THIS AGREEMENT**

| Schedule 1 | Response and Support Services |
| Schedule 2 | Reporting and Monitoring |
| Schedule 3 | Payments |
| Schedule 4 | Health and Safety |
| Appendix 1 | SAROP Reporting |
EXECUTION AND DATE

Executed as an agreement.

Date:

Signed by the NZART and AREC appointed Trustees of the
NZART AREC Emergency Funds Trust
in the presence of:

NZART Trustee

AREC Trustee

Witness signature:
Witness name:
Occupation:
Address:

Signed by
Maritime New Zealand
in the presence of:

Chairperson/Authorised signatory

Witness signature:
Witness name:
Occupation:
Address:
Signed by )
**New Zealand Police** )
in the presence of: )
) __________________________
) Commissioner/Authorised signatory )

Witness signature: 
Witness name: 
Occupation: 
Address: 

Signed by )
**The Secretary for Transport** (for and )
on behalf of the **New Zealand Search** )
and **Rescue Council** )
in the presence of: )
) __________________________
) Secretary/Authorised signatory )

Witness signature: 
Witness name: 
Occupation: 
Address: 

**RELEASED UNDER THE OFFICIAL INFORMATION ACT**
SCHEDULE 1: RESPONSE AND SUPPORT SERVICES (Clause 7)

Response services

1. The response services referred to in clause 7 of this Agreement and provided by AREC to the Coordinating Authorities include:
   
   1.1. The provision of search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. AREC is required to:
   
   1.1.1. Make available to the Coordinating Authorities any and all tracking data from tracking equipment fitted to SAR vessels, vehicles, aircraft or carried at all times where it exists. Where possible the data is to be made available in real time to enable the Coordinating Authorities to task, monitor and assist in search processes;
   
   1.2. The provision of specialist AREC advice to the Coordinating Authorities or other SAR providing agencies on request;
   
   1.3. The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

Support services

2. The support services referred to in clause 7 of this Agreement are provided by AREC to the Coordinating Authorities in aid of supporting, developing and maintaining SAR capability for New Zealand. The services include:

   2.1. Information. Current details of the AREC organisation, structure and capabilities including contact lists, available equipment and call out procedures. This information is to be accurately maintained and provided to the Coordinating Authorities in an agreed manner, including via the NZSAR Online Resources Database annually. Any changes are to be advised as soon as possible.

   2.2. Exercises. Where appropriate and with the prior agreement of AREC and the relevant Coordinating Authority, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures.

   2.3. Meetings. AREC will attend and support specialist SAR meetings at the local and national level to facilitate the provision of the Services and to assist in meeting the reporting requirements in Schedule 2. This includes attending NZSAR Consultative Committee meetings and other NZSAR forums on request.
SCHEDULE 2: REPORTING AND MONITORING (Clause 14)

Purpose of reporting

1. All parties to this Agreement are responsible for and have a part to play in the success of the Agreement and its ongoing management. Effective reporting and monitoring will provide the basis for:
   1.1. The assessment of service delivery;
   1.2. Accountability for public money; and
   1.3. Informing the Agreement reviews and making decisions about how to proceed at the expiry of the Agreement.

Reporting requirements

2. AREC will complete the following reporting requirements:
   2.1. Operational reporting, which includes SAROP reporting
   2.2. General reporting
   2.3. Financial reporting
   2.4. Health and Safety reporting in accordance with Schedule 4.

Operational Reporting

3. AREC will report as soon as practicable using the appropriate (or agreed) SAROP report form to the relevant Coordinating Authority on every occurrence where:
   3.1. AREC provides a SAR response service to a Coordinating Authority;
   3.2. AREC provides expert AREC advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. AREC provides appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

   3.4. SAROP Reporting. This operational level reporting is intended to capture the detail and essence of the SAROP, what occurred, the number and nature of the SAR resources used, its date, time, location and the results of the SAROP.
   3.4.1. For each SAROP conducted by the Coordinating Authorities involving AREC Response Services, AREC provides the Incident Controller(s) (IC) with the information as described in Appendix 1 to this Agreement. The information is to include either the NZ Police event number and/or RCCNZ tasking number.

General and Summary Reporting

4. General Reporting. In addition to the operational reporting, AREC is required to provide summary reports to the NZSAR Secretariat, on a quarterly and annual basis, for Agreement monitoring and performance measurement purposes.
5. **Summary Reporting.** AREC will report to the NZSAR Council, through the NZSAR Secretariat quarterly and annually on SAR activity, the report to include a summary of:

5.1. The SAROPs in support of Coordinating Authorities conducted over the previous quarter including information, as detailed in Appendix 1, on:

5.1.1. The NZ Police event numbers and/or the RCCNZ tasking numbers;
5.1.2. SAROP location (latitude/longitude decimal notation);
5.1.3. Nature of SAROP (e.g. person overboard);
5.1.4. Number at risk / lives saved / lives rescued / lives assisted / number perished / not located;
5.1.5. AREC resources used;
5.1.6. The number of AREC people used for SAROPs, SAR operational hours and if known, SAR training and administrative hours.

5.2. A quarterly summary of non-SAROP activity AREC conducts at the request of Civil Defence and Emergency Management (CDEM) or the Ministry of Primary Industries (MPI). This AREC activity is not that which is typically authorised by a Coordinating Authority.

5.3. Any other significant issues or risks (including those relating to organisational capability / culture, relationships) arising during the period or anticipated in a future period and the impacts of these issues/risks;

5.4. Updates about organisational information;

5.5. AREC participation at SAR related meetings and forums;

6. **Local Exercises and Local Meetings.** AREC will advise the local Police District SAR Coordinator of local SAR exercises and local SAR meetings as agreed with the local Police District SAR Coordinator.

7. **National Exercises and National Meetings.** AREC will report on national level exercises and meetings with relevance to the NZSAR sector.

8. **Resources Database.** AREC will advise the NZSAR Secretariat in writing within 10 working days of 30 June annually that it has audited and updated the AREC information contained within the Online NZSAR Resources Database.

9. **Equipment Register.** AREC will maintain a register of radio equipment purchased with Crown funding, and will provide a copy of the register to the NZSAR Secretariat within 10 working days of 30 June annually.

10. **Recognition.** AREC will nominate relevant AREC members for the NZSAR award as appropriate.

11. **Lessons.** AREC will identify and share with the NZSAR Secretariat any “lessons” identified by AREC as a result of SAROPs, training, or SAREXs on occurrence and as they are available.

12. **Financial Reporting.** AREC will report annually to the NZSAR Council, through the NZSAR Secretariat, within three months of the end of each financial year. The report is to include:

12.1. An Annual Report or equivalent, including the audited annual financial statements.

12.2. An independently audited summary of how the SLA funding was applied during the financial year, and how this compares to the letters of intent for
the year (schedule 3 clause 8) (this may be a note to the audited annual financial statements, or may be a separate summary).

12.3. Certification by the independent auditor that AREC satisfactorily applied and complied with its written financial management procedures.

12.4. Certification by the independent auditor that AREC has complied with all requirements of the Incorporated Societies Act 1908.

12.5. A summary of the “whole of organisation” income for the year, including primary sources (i.e. donation, LGB, Trusts, community, sponsorship etc.), and if specific tags, purposes or regional limitations are placed on funding.

13. Trustees. AREC will advise the NZSAR Council, through the NZSAR Secretariat, whether the current Trustees are knowledgeable and conversant with their obligations. This advice will be provided annually within 10 working days of 30 June, and within 10 working days of the appointment of a new trustee.

Reporting

Table 1

<table>
<thead>
<tr>
<th>Report</th>
<th>Due</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reply to Letter of Intent (Schedule 3 clause 8)</td>
<td>By 20 working days prior to 1 July</td>
<td>NZSAR Council</td>
</tr>
<tr>
<td>SAROP Report</td>
<td>Within 7 days post SAROP</td>
<td>Coordinating Authority</td>
</tr>
<tr>
<td>Quarterly SAR Activity Summary Report</td>
<td>• Within 10 working days of 30 Sep</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td>• Within 15 working days of 31 Dec</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Within 10 working days of 31 Mar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Within 10 working days of 30 Jun</td>
<td></td>
</tr>
<tr>
<td>Annual SAR Activity Summary Report</td>
<td>Within 30 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Resource Database Report</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Equipment Register</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Financial Report following Audit</td>
<td>Within 3 months of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Trustees</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td>Within 10 working days of the appointment of a new trustee</td>
<td></td>
</tr>
</tbody>
</table>

Monitoring

14. All parties have a part to play in monitoring the carrying-out of this Agreement.

15. The Coordinating Authorities are responsible for monitoring individual response services, the provision of information and exercise attendance. The Coordinating Authorities or their nominated evaluator shall have the right to
observe the operations of AREC under this Agreement, including the delivery of any of its services, and shall have the right to conduct interviews with anyone involved in the operation provided reasonable notice is given to AREC.

16. The NZSAR Secretariat will monitor the Agreement as set out in Table 2, below.
## Monitoring

### Table 2

<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
</table>
| **The provision of expert search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs** | • Number of tasking requests and number of SAROPs supported  
• Trained personnel utilised  
• Appropriate equipment utilised  
• Provision of tracking data | • 100% of tasked SAROPs supported  
• 100% of requested support provided  
• 100% appropriately trained personnel used for SAROP  
• 100% appropriate equipment used for SAROP  
• 100% live tracking data provided at all times when it exists | • Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each SAROP  
• Information included in quarterly summary submitted to NZSAR Secretariat  
• Information included in annual summary submitted to NZSAR Secretariat |
| **The provision of expert AREC advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided** | • Specialist AREC advice is made available on request | • Specialist AREC advice is accessible 100% of time on request | • Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert AREC advice is provided  
• Information included in quarterly summary submitted to NZSAR Secretariat  
• Information included in annual summary submitted to NZSAR Secretariat |
<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as directed by the Coordinating Authority</td>
<td>• The provision of trained Incident Management Team Member(s)</td>
<td>• Where they are available, 100% provision of trained Incident Management Team Member(s)</td>
<td>• Appropriately completed SAROP incident report submitted to the Coordinating authority for each time a trained Incident Management Team Member is provided</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Provide to the NZSAR Secretariat a summary of non-SAR activity AREC conducts that may have the effect of preventing persons being put in a distress situation. This AREC activity is not that which is authorised by a Coordinating Authority.</td>
<td>• Communication to the Coordinating Authorities of other AREC activity (not tasked by the Coordinating Authorities) that may prevent persons being put in a distress situation</td>
<td>• 100% of relevant incidents</td>
<td>• Report to NZSAR Secretariat quarterly and annually on non-tasked AREC rescue activity that may prevent persons being put in a distress situation</td>
</tr>
<tr>
<td>Identify to the NZSAR Secretariat any SAR related activity that may be suitable for knowledge management capture and sharing.</td>
<td>• Number of knowledge management opportunities identified.</td>
<td>• 100% of relevant knowledge management opportunities identified</td>
<td>• As relevant activities suitable for knowledge management are identified they should be passed to the NZSAR Secretariat for sharing.</td>
</tr>
<tr>
<td>Outputs and Outcomes</td>
<td>Related performance measures</td>
<td>Ambition (where appropriate)</td>
<td>Report requirements</td>
</tr>
<tr>
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</tr>
</tbody>
</table>
| Provide the up to date details of the AREC organisation, structure and capabilities to include contact lists, available equipment and call out procedures | • Current AREC callout contact list available to the Coordinating Authorities  
• Current brief on structure and organisation available to the Coordinating Authorities  
• The online Resources Database is kept up to date | • 100% accurate  
• 100% available | • An annual letter from the CEO to the Coordinating Authorities and NZSAR Secretariat that the information in the online Resources Database is up to date |
| Where appropriate, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures | • Number of local area joint training exercises attended  
• Number of national joint training exercises attended | • 100% of requested participation | • To the exercise coordinator as required  
• Information included in quarterly summary submitted to NZSAR Secretariat  
• Information included in annual summary submitted to NZSAR Secretariat |
| AREC will attend and support specialist SAR meetings and forums at the local and national level as appropriate | • Number of SAR related meetings and forums attended | • 100% of requested participation | • Information included in quarterly summary submitted to NZSAR Secretariat  
• Information included in annual summary submitted to NZSAR Secretariat |
| Nominate relevant AREC members for the NZSAR award as appropriate | • Nomination of AREC members who could be considered for the NZSAR award | | • Nominations to use the NZSAR award nomination form |
SCHEDULE 3: PAYMENTS (Clause 11)

1. It is intended that AREC will be able to provide a predictable level of response for Coordinating Authorities in line with a largely predictable income stream. Payments will also assist with the adequate maintenance and planned depreciation of expensive SAR assets.

2. NZSAR Council (Crown) payments are to be applied toward those activities where the benefits are widely felt and/or are less tangible in nature and, hence, less amenable to funding by third parties. Examples of the sorts of activities that could fall into this category include the following:
   2.1. The governance and management of AREC.
   2.2. Research and analysis aimed at making AREC, and the system as a whole, as efficient and effective as possible.
   2.3. Cross agency initiatives, because of the benefits that such initiatives potentially have for the sustainability of the system as a whole.

3. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the AREC national body for SAR services provided in accordance with clause 11. It is not intended that payments be used for the remuneration of AREC volunteers but AREC may choose to use a portion for reimbursements and honoraria.

4. AREC may, at its discretion, apply revenue obtained from the Crown under this Agreement to capability building such as depreciation, maintenance and training, as long as services are delivered as expected. AREC acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

5. AREC performs non-SAR functions with its people and assets. AREC also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc.

6. Payments are intended to support the availability of the search and rescue personnel and assets for Coordinating Authorities to use when and where they need them. It is expected that some of the payments will be directed at organisational overhead and compliance expenses with the remainder supporting the provision of the agreed SAR services. It is not intended that the payments will meet the full costs for the provision of the agreed SAR services as much of the infrastructure is already in existence and used for non-SAR purposes. Payments will be paid in four equal quarterly amounts over the course of the financial year as per the table below.

AREC Payments for FY 2017/18, 2018/19 and 2019/20

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 (Jul – Sep)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 2 (Oct – Dec)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 3 (Jan- Mar)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 4 (Apr – Jun)</td>
<td>$16,250</td>
</tr>
<tr>
<td><strong>Total per annum</strong></td>
<td>$65,000</td>
</tr>
</tbody>
</table>
7. **Letters of Intent.** Within eight weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, the NZSAR Council will provide a letter of intent outlining its priorities where AREC should utilise the SLA funding.

8. Within four weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, AREC will reply to the NZSAR Council’s Letter of Intent. This reply will outline how AREC intends to utilise the SLA funding for that Financial Year. The reply should:

8.1. Address the identified priorities provided in the NZSAR Council’s Letter of Intent;

8.2. Include an itemised budget of how AREC intends to utilise the SLA funding for the Financial Year.
SCHEDULE 4: HEALTH AND SAFETY (Clause 4.4)

1. It is recognised and acknowledged that all parties to this Agreement are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015 (the Act).

2. Under the Act each of the parties to this Agreement is a “Person Conducting a Business or Undertaking (PCBU)” with respect to SAR operations and training.

3. Each PCBU owes a primary duty of care, under the Act, to SAR staff – both volunteers and paid staff.

4. The primary duty of care requires all PCBUs to ensure, so far as is reasonably practicable:
   4.1. the health and safety of its workers or those workers who are influenced or directed by the PCBU. This includes all SAR staff and volunteers;
   4.2. that the health and safety of other people is not put at risk from work carried out as part of the conduct of the business or undertaking.

5. The PCBU’s specific obligations are, so far as is reasonably practicable:
   5.1. providing and maintaining a work environment that is without risks to health and safety;
   5.2. providing and maintaining safe equipment and systems of work;
   5.3. providing adequate facilities at work for the welfare of workers, including ensuring access to those facilities;
   5.4. providing information, training, instruction or supervision necessary to protect workers and others from risks to their health and safety;
   5.5. monitoring the health of workers and the conditions at the workplace for the purpose of preventing illness or injury.

6. The parties to this Agreement will ensure that all personnel engaged in SAR activities do so under the auspices of an effective health and safety management system consistent with accepted standards and legislation.

7. The parties agree that all SAR personnel engaged in SAR activities may abandon or suspend a SAR operation, or decline to accept a SAR tasking, should they feel that their health and safety is at risk.

8. During a SAROP (or a SAREX with multiple SAR agencies), the parties will have overlapping duties of care depending on the circumstances. Each PCBU must discharge its duty to the extent it has the “ability to influence and control the matter”. The parties agree to consult, cooperate and coordinate as multiple PCBUs to ensure the safety of all involved in these situations.

9. AREC will establish and maintain a fit-for-purpose and effective Safety Management System covering all of the SAR activities of AREC volunteers.

10. During the term of this Agreement, AREC will:
   10.1. provide the coordinating authorities with an independent audit of the AREC Safety Management System at least every two years;
   10.2. ensure SAR volunteers receive adequate training in the principles of health and safety generally and the use of the AREC Safety Management System in particular;
10.3. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to WorkSafe NZ in line with statutory reporting requirements;

10.4. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to the coordinating authorities as soon as possible after the event, and to the NZSAR Secretariat at the next NZSAR Strategic Health and Safety Committee meeting;

10.5. agree to permit access at a mutually agreed time to the Police, RCCNZ, or their nominated representative for the purpose of verifying any aspect of the operators' activities or systems relevant to meeting the health and safety requirements of this Agreement;

10.6. report health and safety performance data to the Coordinating Authorities and NZSAR annually or on request as follows:

10.6.1. number of health and safety incidents recorded over the past 12 months;

10.6.2. any health and safety enforcement activity which has occurred over the past 12 months;

10.6.3. the number of people provided with health and safety training over the past 12 months;

10.6.4. the results of any internal or external health and safety audits.

10.7. share ‘lessons learnt’ with the Coordinating Authorities and NZSAR on an ongoing basis;

10.8. participate in the NZSAR Strategic Health and Safety Committee and any other inter-agency health and safety forums as appropriate.
APPENDIX 1: SAROP REPORTING

Information to be captured for each SAROP and summarised quarterly for the NZSAR Secretariat –

- **NZ Police event number.** The event number allocated by the NZ Police to Category I SAROPs (i.e. W002495428).

- **RCCNZ tasking number.** The tasking number allocated by RCCNZ to Category II SAROPs (i.e. 1234/09).

- **SAROP location.** The location of where a person or people were rescued from OR, if no rescue occurred, the last known location of the missing person(s).
  - **Land.** Land SAROP locations are to be provided in a format accurate to 100m preceded and include a short written description of the location.
    - Preferred: 14 figure NZTM eastings and northings (for example NZMG 2688290.5992594, Wairongoi Track, Rimutaka Range)
    - Alternate: 6 figure grid reference plus the relevant map sheet number (for example map sheet BJ29 GR 123 456, Eastern side Mt Taranaki, Taranaki)
  - **Marine.** Marine SAROP locations are to be provided in latitude/longitude format accurate to 100m and short written description of the location.
    - Preferred: Decimal degree notation (Degrees with minutes and seconds incorporated as a decimal number and rounded as required i.e. 13.32861° N, 65.45671W).
    - Alternate: Partial decimal notation (Degrees, minutes and seconds expressed as a decimal fraction of minutes: i.e. 13°19.717' N, 65°14. 825' E)
    - Second Alternate: Standard notation, (Degrees, minutes, seconds i.e. 13°19'43″ N, 65°14'53″ E)

- **Nature of SAROP.** A short written description of the SAROP. (For example, hunter missing in Tararua ranges or 12m launch overdue vicinity Raglan with 3 people on board)
• **Number at risk.** Including the following sub groups:
  
  o **Lives saved:** Where, if SAR agencies had not intervened, life would definitely have been lost.
  
  o **Lives rescued:** Where SAR agencies locate and rescue a person or people at risk and return them to a safe location.
  
  o **Lives assisted:** Where SAR agencies aid a person or people at low risk, but who, if left, would be at risk.
  
  o **Number perished:** Where SAR agencies respond to an incident and locate a person or people who have perished.
  
  o **Not Located:** Where SAR agencies are unable to locate the person or people at risk.

• **Resources used.** Significant SAR resources utilised for the SAROP not including people.

• **Volunteers numbers.** The total number of volunteers used during the SAROP.

• **Volunteer hours.** The total number of hours volunteers spent conducting the SAROP.
Proposed AREC Organisational Structure and Role Descriptions

Prepared by: Caravel Group (NZ) Ltd
Date: August 2018
Status: DRAFT
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<td>Rationale</td>
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<td>Training Advisor</td>
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<td>National Health and Safety Advisor</td>
<td>8</td>
</tr>
<tr>
<td>AREC Administrator</td>
<td>8</td>
</tr>
</tbody>
</table>

This report has been prepared on the basis set out in the Contract for Services with the Ministry of Transport. This report is for MOT and the AREC Trustees for their benefit to use at their discretion. Caravel has not verified the reliability or accuracy of any information obtained in the course preparing this report.
Introduction

The governance and structural review of the amateur radio emergency communications (AREC) entity completed in September 2017 included a recommendation that existing AREC roles, titles and functions to ensure consistency and clarity.

AREC’s organisational structure and functional role descriptions had not been updated to reflect changing emergency communications requirements and stakeholder relationships. The review provided a basis for recommended changes to improve AREC’s capabilities and future sustainability.

Rationale

AREC’s current organisational structure does not reflect the changing environment within which it operates. Organisations have increased responsibilities with the introduction of health and safety legislation. Other roles are necessary to provide transparency and accountability associated with managing public funding.

Descriptions and titles of key AREC roles are outdated and do not reflect their current roles. This may result in confusion about roles and responsibilities for AREC office holders, particularly at the local level.

Revised titles and roles should also be reflected in the Service Level Agreement and Trust Deed documents.

Proposed Structure
Key AREC roles

The National Director is appointed on an annual basis by the NZART council. Two Deputy Directors and 12 District Managers are also appointed by council on the recommendation of the National Director.

The National Director is responsible for the overall AREC leadership and governance.

- The general conduct, organisation, and training of AREC on a national basis.
- Co-ordination of AREC with the Search and Rescue (SAR) Organisation.
- Liaison with the Director of Civil Defence.
- Obtaining approval from the Ministry of Commerce Radio Communications Division for the use of additional frequencies and call signs when required for operational or practice purposes.
- The monitoring and clearance of AREC frequencies.
- The allocation of NZART equipment to AREC sections.
- The administration of the National AREC funds.

The National Director will be responsible for relationship management and coordination with counterparts from other SAR organizations and Government Agencies. Two Deputy National Directors assist the National Director and fulfil the role if the National Director is unavailable. Each Deputy National Director is responsible for districts within Auckland and Wellington regions, while the National Director is responsible for South Island Districts.

An AREC District Manager is assigned to each of 12 geographic areas - mirroring the existing Police districts. The responsibilities of a District Manager are as follows:

- Liaison with the Search and Rescue Communications Co-Ordinator in the Search and Rescue Region corresponding to their District.
- Represent the National Director AREC at Regional Search and Rescue meetings as requested by the Regional Search and Rescue committee.
- In class 3 searches under the control of the Regional Rescue Co-ordination Centre, the AREC District Manager will act as a liaison between the Communications Co-ordinator and AREC Sections involved in the search to provide communications facilities as required.
- The District Manager may assist Branches in their Civil Defence and Search and Rescue activities if requested by sections.
- Each District Manager is responsible to their Deputy / National Director and should report on AREC activities and operations, and meetings with other agencies and SAR organisations within their District. Any matters to be raised at national level meetings should be brought to the attention of the Deputy / National Director prior to such meetings.

District Managers will work with their Police counterparts in each of the 12 Police districts. Branch Group Leaders will liaise with emergency services such as Police, St John Ambulance, Red Cross, Civil Defence and Search and Rescue at the local level.

A Deputy District Manager may be appointed to assist the District Manager, particularly in districts with high SAR demands, or where a higher number of AREC Branches have been established.
AREC members must be NZART members, where each NZART Branch may form an AREC Group. One Group or several Groups will appoint a Group Manager who will manage and coordinate the activities within each Group. A Deputy Group Manager may be appointed to assist the Group Manager.

Other executive positions include Treasurer, Secretary and Administrator positions. National Training Advisor, Technical Advisor, National Health and Safety Advisor and Project Coordinator roles are being established to support and promulgate AREC’s interests and objectives. Each role is elected at AREC’s Annual General Meeting for a period of 12 months.

The expanded governance and management functions within AREC requires the establishment of an Executive Leadership Team (ELT) for the organisation, comprising the National Director and two Deputy Directors. The ELT would be responsible for establishing and implementing AREC’s strategic direction; national integration and collaboration of technology and skills-based training needs; and overall attention to AREC’s ongoing effectiveness as an essential component of New Zealand’s search and rescue environment. They would use the Training, National Health & Safety, Technical and Project Coordinator Advisors to assist their strategic planning and direction setting activities.

AREC has a number of ongoing projects that are necessary to build and maintain its core capabilities and competencies. A formalised approach to providing management and governance for each project will ensure that good practice and transparency is maintained through the project process and build AREC’s future delivery capability.

The Project Coordinator is a role created to assist the delivery of AREC’s annual project plan and provide governance oversight as mentioned above. The Coordinator would work with nominated project managers to provide support, coordination and reporting to the AREC Executive. Other activities could include oversight of the distribution and installation of AREC equipment and its ongoing maintenance; the provision of communications equipment maintenance services for other SAR organisations such as LandSAR; and the implementation and delivery of a battery replacement programme.

A breakdown of the responsibilities of each role is presented below:

**Treasurer**

The Treasurer’s responsibilities include:

- General financial oversight
  - Oversee and present budgets, accounts and financial statements to the management committee
  - Ensure that appropriate financial systems and controls are in place
  - Ensure that record-keeping and accounts meet the conditions of funders or statutory bodies
  - Ensure compliance with relevant legislation.
- Funding compliance
  - Ensure use of funds complies with conditions set by funding bodies
Ensure effective monitoring and reporting as required by funding conditions or Service Level Agreement.

- **Financial planning and budgeting**
  - Prepare and present budgets for new or ongoing work
  - Advise on financial implications of strategic and operational plans
  - Present revised financial forecasts based on actual spend.

- **Financial reporting**
  - Present regular reports on the organisation's financial position
  - Prepare accounts for audit and liaising with the auditor, as required
  - Present accounts at the AGM
  - Advise on the organisation's reserves and investment policy.

- **Banking, book-keeping and record-keeping**
  - Manage bank accounts
  - Set up appropriate systems for book-keeping, payments, lodgements & petty cash
  - Ensure everyone handling money keeps proper records and documentation

- **Control of fixed assets**
  - Ensure an asset register with details of purchase price and date, location and depreciation is established and maintained.
  - Ensure required insurances are in place.

**Secretary**

The Secretary is responsible for:

- **Ensuring meetings are effectively organised and minuted**
  - Liaising with the National Director to plan meetings
  - Receiving agenda items from committee members
  - Circulating agendas and reports
  - Taking minutes
  - Circulating approved minutes
  - Checking that agreed actions are carried out.

- **Maintaining effective records and administration**
  - Keeping up-to-date contact details (i.e. names, addresses and telephone numbers) for the management committee and (where relevant) ordinary members of the organisation.
  - Filing minutes and reports
  - Keeping a record of the organisation and its activities
  - Keeping a diary of future activities

- **Upholding legal requirements**
  - Acting as custodian of the organisation's governing documents
  - Checking that a quorum is present at meetings
  - Ensuring elections are in line with stipulated procedures
  - Ensuring charity and company law requirements are met
  - Sitting on appraisal, recruitment and disciplinary panels, as required.
• Communication and correspondence
  o Responding to all committee correspondence
  o Filing all committee correspondence received and copies of replies sent keeping a
    record of any of the organisation’s publications
  o Preparing a report of the organisation’s activities for the year, for the Annual
    General Meeting.

**Technical Advisor**

The Technical Advisor role includes the following functions.

• Provide technical advice, expertise and recommendations relating to radio communications
  to AREC’s executive leadership team (ELT) and technical project groups.
• Plan, direct and oversee the development of AREC’s communications network and service
  portfolio within an annually allocated budget.
• Define, develop and review applications for network equipment allocations between AREC
  districts.
• Recommend the procurement and allocation of hand-held equipment that is fit for purpose,
  homogeneous and interoperable with AREC’s partners
• Plan and coordinate technical activities necessary to integrate AREC’s equipment and
  frequency assets
• Provide technical assistance for AREC’s local sections on request
• Maintain registers of frequencies allocated to AREC
• Represent AREC’s interests in discussions with regulatory bodies

**Training Advisor**

A training advisor is recommended to implement consistent, fit for purpose training for AREC
volunteers, that is aligned with training provided to other SAR groups such as LandSAR. Specific
tasks include:

• Research and revise AREC’s existing beginner, intermediate and advanced training
  curriculum based on AREC’s and members’ requirements.
• Interact and liaise with AREC’s partners to ensure consistency in course material and
  content.
• Ensure that trainers have the necessary skills and experience to deliver the course materials
  and content in a volunteer-based environment.
• Develop training delivery plans that ensure training coverage and quality are maximised.
• Develop an annual training budget for AREC approval and track expenditure against
  delivery.
• Research and propose new training requirements to reflect new SAR standards,
  technologies and practices.
• Develop and maintain a webpage for AREC members to review their minimum training
  requirements including refresher and upgrade courses
National Health and Safety Advisor

SAROPS events generally occur in environments subject to adverse weather and terrain, with risk of injury from a number of causes. AREC’s Health and Safety plan needs to be promulgated and continually updated to reflect lessons learned and best practice methods of ensuring volunteer safety.

Specific tasks for AREC’s Health and Safety Advisor include:

- Lead the development and implementation of the health and safety plan, identification of risk management and hazard identification
- Update and promulgate AREC’s Health and Safety policy document
- Promote continuous improvements in the use of health and safety systems and tools
- Monitor health and safety processes to ensure compliance with relevant health, safety, quality and environmental standards
- Implement a structured health and safety audit process and ensure all AREC members are aware of the process that will be followed and the timeframes attached
- Promote Health and Safety systems across AREC’s local Sections
- Ensure health and safety systems are easy to use and understood by all AREC members
- Ensure monitoring systems are implemented and maintained
- Report any H & S policy breeches or injuries to the AREC executive and the relevant agencies

AREC Administrator

An AREC Administrator is required to formalise the office functions required to ensure AREC is able to fulfil its reporting obligations and ensure its smooth operations. An indicative list of administration functions includes:

- Compile and submit annual records to Charities Services to retain NZART AREC Emergency Funds Trust’s status as a charitable entity.
- Issue and manage AREC member identification cards.
- Ensure that AREC Health and Safety policies are prepared and maintained, and distributed to all AREC Sections.
- Maintain AREC Section Leader/Deputy Leader and local team member records.
- Provide and maintain current details of the AREC organisation including contact lists, available equipment and call out procedures to SAR Coordinating Authorities through agreed channels including the NZSAR Online Resources Database.
- Register expenditure of annual NZSAR grant funding against agreed funding programmes
- Maintain an AREC equipment register with details of location, frequency allocation and maintenance schedule.
- Maintain a register of frequencies assigned to AREC for emergency communications.
- Maintain and refresh details of NZSAR Service Level Agreement reporting requirements
- Prepare and maintain a manual that identifies the processes and outcomes of each of the above tasks to enable future continuity of the role.
The initial workload for the Administrator is estimated to require up to 15 hours per week for the first six months of their engagement, in order to build the systems and processes necessary to establish AREC's core organisational capabilities. This is expected to reduce to 8 — 10 hours per week once there is agreement that the necessary organisational management and reporting capabilities are in place.

The current NZART Administrator has a profound knowledge of AREC’s current organisational deficit and the information systems necessary to establish sound governance and management capability. A Service Level Agreement (SLA) should be agreed between NZART and AREC stipulating the work to be undertaken, the responsibilities of AREC and NZART to supporting the Administrator’s activities, expectations of quality and continuity of service; and hours and conditions of employment.
Hi all,

Please find attached a marked copy of the draft AREC structure document. I give my feedback on the items around the new structure as suggestions. There are some items in the list of bullet points that are factually incorrect and will need updating (i.e. we haven’t had class 3 searches in 10 years).

Regards

Carl van der Meulen
Senior Advisor
New Zealand Search and Rescue Secretariat

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Proposed AREC Organisational Structure and Role Descriptions

Prepared by: Caravel Group (NZ) Ltd
Date: August 2018
Status: DRAFT
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This report has been prepared on the basis set out in the Contract for Services with the Ministry of Transport. This report is for MOT and the AREC Trustees for their benefit to use at their discretion. Caravel has not verified the reliability or accuracy of any information obtained in the course preparing this report.
Introduction

The governance and structural review of the amateur radio emergency communications (AREC) entity completed in September 2017 included a recommendation that existing AREC roles, titles and functions are reviewed to ensure consistency and clarity.

AREC’s organisational structure and functional role descriptions had not been updated to reflect changing emergency communications requirements and stakeholder relationships. The review provided a basis for recommended changes to improve AREC’s capabilities and future sustainability.

Rationale

AREC’s current organisational structure does not reflect the changing environment within which it operates. Organisations have increased responsibilities with the introduction of health and safety legislation. Other roles are necessary to provide transparency and accountability associated with managing public funding.

Descriptions and titles of key AREC roles are outdated and do not reflect their current roles. This may result in confusion about roles and responsibilities for AREC office holders, particularly at the local level.

Revised titles and roles should also be reflected in the Service Level Agreement and Trust Deed documents.

Proposed Structure
Key AREC roles

The National Director is appointed on an annual basis by the NZART council. Two Deputy Directors and 12 District Managers are also appointed by council on the recommendation of the National Director.

The National Director will be responsible for relationship management and coordination with counterparts from other SAR organisations and Government Agencies. Two Deputy National Directors assist the National Director and fulfill the role if the National Director is unavailable. Each Deputy National Director is responsible for districts within Auckland and Wellington regions, while the National Director is responsible for South Island Districts.

Can I suggest some rewording to the introductory section here about key AREC roles: There are three Directors (and for the sake of a good relationship with NZART, I would suggest all three are appointed by the NZART Council), and 10 District Managers (appointed by the respective Director).

Northern Director covers the Northland, Auckland (combined), Waikato, and Bay of Plenty Police Districts. Central Director covers the Central, Eastern, and Wellington Police Districts. Southern Director covers the Tasman, Canterbury, and Southern Police Districts. One of the Directors will serve as the National Director, and the other two as Deputy Directors.

The National Director is responsible for the overall AREC leadership and governance.

- The general conduct, organisation, and training of AREC on a national basis.
- Co-ordination/Engagement of AREC with the Search and Rescue (SAR) Organisation NZSAR Secretariat, and attendance at NZSAR Consultative Committee meetings.
- Ensuring all reporting requirements of the SLA with NZSAR are met on time and to the level required.
- Liaison with the Director of Civil Defence Ministry of Civil Defence and Emergency Management.
- Obtaining approval from the Radio Spectrum Management business unit of the Ministry of Business, Innovation and Employment Ministry of Commerce Radio Communications Division for the use of additional frequencies and call signs when required for operational or practice purposes.
- The monitoring and clearance of AREC frequencies.
- The allocation of NZART equipment to AREC sections.
- The administration of the National AREC funds.
- Ensuring there is appropriate AREC representation at the various NZSAR fora, such as the STWG(IL), Strategic Occupational Health, Safety, and Wellness Committee etc.

The National Director will be responsible for relationship management and coordination with counterparts from other SAR organizations and Government Agencies. Two Deputy National Directors assist the National Director and fulfill the role if the National Director is unavailable. Each Deputy National Director is responsible for districts within Auckland and Wellington regions, while the National Director is responsible for South Island Districts.
An AREC District Manager is assigned to each of 12 geographic areas - mirroring the existing Police districts. The responsibilities of a District Manager are as follows:

- Liaison with the Search and Rescue Communications Co-Ordinator in the Search and Rescue Region corresponding to their District.
- Represent the National Director AREC at Regional Search and Rescue meetings as requested by the Regional Search and Rescue committee.
- In class 3 searches under the control of the Regional Rescue Co-ordination Centre (RCCNZ), the AREC District Manager will act as a liaison between the Communications Co-ordinator and AREC Sections involved in the search to provide communications facilities as required.
- The District Manager may assist Branches in their Civil Defence and Search and Rescue activities if requested by sections.
- Each District Manager is responsible to their Deputy / National Director and should report on AREC activities and operations, and meetings with other agencies and SAR organisations within their District. Any matters to be raised at national level meetings should be brought to the attention of the Deputy / National Director prior to such meetings.

District Managers will work with their Police counterparts in each of the 12 Police districts. Branch Group Leaders will liaise with emergency services such as Police, St John Ambulance, Red Cross, Civil Defence and Search and Rescue at the local level.

A Deputy District Manager may be appointed to assist the District Manager, particularly in districts with high SAR demands, or where a higher number of AREC Branches have been established.

AREC members must be NZART members, where each NZART Branch may form an AREC Group. One Group or several Groups will appoint a Group Manager who will manage and coordinate the activities within each Group. A Deputy Group Manager may be appointed to assist the Group Manager.

Other executive positions include Treasurer, Secretary and Administrator positions. National Training Advisor, Technical Advisor, National Health and Safety Advisor and Project Coordinator roles are being established to support and promote AREC’s interests and objectives. Each role is elected at AREC’s Annual General Meeting for a period of 12 months.

The expanded governance and management functions within AREC requires the establishment of an Executive Leadership Team (ELT) for the organisation, comprising the National Director and two Deputy Directors. The ELT would be responsible for establishing and implementing AREC’s strategic direction; national integration and collaboration of technology and skills-based training needs; and overall attention to AREC’s ongoing effectiveness as an essential component of New Zealand’s search and rescue environment. They would use the Training, National Health & Safety, Technical and Project Coordinator Advisors to assist their strategic planning and direction setting activities.

AREC has a number of ongoing projects that are necessary to build and maintain its core capabilities and competencies. A formalised approach to providing management and governance for each project will ensure that good practice and transparency is maintained through the project process and build AREC’s future delivery capability.
The Project Coordinator is a role created to assist the delivery of AREC's annual project plan and provide governance oversight as mentioned above. The Coordinator would work with nominated project managers to provide support, coordination and reporting to the AREC Executive. Other activities could include oversight of the distribution and installation of AREC equipment and its ongoing maintenance; the provision of communications equipment maintenance services for other SAR organisations such as LandSAR; and the implementation and delivery of a battery replacement programme.

A breakdown of the responsibilities of each role is presented below:

**Treasurer**

The Treasurer’s responsibilities include:

- **General financial oversight**
  - Oversee and present budgets, accounts and financial statements to the management committee
  - Ensure that appropriate financial systems and controls are in place
  - Ensure that record-keeping and accounts meet the conditions of funders or statutory bodies
  - Ensure compliance with relevant legislation.

- **Funding compliance**
  - Ensure use of funds complies with conditions set by funding bodies
  - Ensure effective monitoring and reporting as required by funding conditions or Service Level Agreement.

- **Financial planning and budgeting**
  - Prepare and present budgets for new or ongoing work
  - Advise on financial implications of strategic and operational plans
  - Present revised financial forecasts based on actual spend.

- **Financial reporting**
  - Present regular reports on the organisation's financial position
  - Prepare accounts for audit and liaising with the auditor, as required
  - Present accounts at the AGM
  - Advise on the organisation's reserves and investment policy.

- **Banking, book-keeping and record-keeping**
  - Manage bank accounts
  - Set up appropriate systems for book-keeping, payments, lodgements & petty cash
  - Ensure everyone handling money keeps proper records and documentation

- **Control of fixed assets**
  - Ensure an asset register with details of purchase price and date, location and depreciation is established and maintained.
  - Ensure required insurances are in place.

**Secretary**
The Secretary is responsible for:

- Ensuring meetings are effectively organised and minuted
  - Liaising with the National Director to plan meetings
  - Receiving agenda items from committee members
  - Circulating agendas and reports
  - Taking minutes
  - Circulating approved minutes
  - Checking that agreed actions are carried out.
- Maintaining effective records and administration
  - Keeping up-to-date contact details (i.e. names, addresses and telephone numbers) for the management committee and (where relevant) ordinary members of the organisation.
  - Filing minutes and reports
  - Keeping a record of the organisation and its activities
  - Keeping a diary of future activities
- Upholding legal requirements
  - Acting as custodian of the organisation’s governing documents
  - Checking that a quorum is present at meetings
  - Ensuring elections are in line with stipulated procedures
  - Ensuring charity and company law requirements are met
  - Sitting on appraisal, recruitment and disciplinary panels, as required.
- Communication and correspondence
  - Responding to all committee correspondence
  - Filing all committee correspondence received and copies of replies sent keeping a record of any of the organisation’s publications
  - Preparing a report of the organisation’s activities for the year, for the Annual General Meeting.

**Technical Advisor**

The Technical Advisor role includes the following functions.

- Provide technical advice, expertise and recommendations relating to radio communications to AREC’s executive leadership team (ELT) and technical project groups.
- Plan, direct and oversee the development of AREC’s communications network and service portfolio within an annually allocated budget.
- Define, develop and review applications for network equipment allocations between AREC districts.
- Recommend the procurement and allocation of hand-held equipment that is fit for purpose, homogeneous and interoperable with AREC’s partners
- Plan and coordinate technical activities necessary to integrate AREC’s equipment and frequency assets
- Provide technical assistance for AREC’s local sections on request
- Maintain registers of frequencies allocated to AREC
- Represent AREC’s interests in discussions with regulatory bodies

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• Should this person be engaged with the STWG(L)? or just provide advice to the AREC representative to the STWG(L)?

Training Advisor

A training advisor is recommended to implement consistent, fit for purpose training for AREC volunteers, that is aligned with training provided to other SAR groups such as LandSAR. Specific tasks include:

• Research and revise AREC's existing beginner, intermediate and advanced training curriculum based on AREC's and members' requirements.
• Interact and liaise with AREC's partners to ensure consistency in course material and content.
• Ensure that trainers have the necessary skills and experience to deliver the course materials and content in a volunteer-based environment.
• Develop training delivery plans that ensure training coverage and quality are maximised.
• Develop an annual training budget for AREC approval and track expenditure against delivery.
• Research and propose new training requirements to reflect new SAR standards, technologies and practices.
• Develop and maintain a webpage for AREC members to review their minimum training requirements including refresher and upgrade courses.

National Health and Safety Advisor

SAROPS events generally occur in environments subject to adverse weather and terrain, with risk of injury from a number of causes. AREC's Health and Safety plan needs to be promulgated and continually updated to reflect lessons learned and best practice methods of ensuring volunteer safety.

Specific tasks for AREC's Health and Safety Advisor include:

• Lead the development and implementation of the health and safety plan, identification of risk management and hazard identification
• Update and promulgate AREC's Health and Safety policy document
• Promote continuous improvements in the use of health and safety systems and tools
• Monitor health and safety processes to ensure compliance with relevant health, safety, quality and environmental standards
• Implement a structured health and safety audit process and ensure all AREC members are aware of the process that will be followed and the timeframes attached
• Promote Health and Safety systems across AREC's local Sections
• Ensure health and safety systems are easy to use and understood by all AREC members
• Ensure monitoring systems are implemented and maintained
• Report any H & S policy breaches or injuries to the AREC executive and the relevant agencies
• Ensuring AREC meets its H&S obligations as articulated in the SLA with NZSAR
• Representing AREC at the NZSAR Strategic Occupational Health, Safety & Wellness Committee
AREC Administrator

An AREC Administrator is required to formalise the office functions required to ensure AREC is able to fulfil its reporting obligations and ensure its smooth operations. An indicative list of administration functions includes:

- Compile and submit annual records to Charities Services to retain NZART AREC Emergency Funds Trust’s status as a charitable entity.
- Issue and manage AREC member identification cards.
- Ensure that AREC Health and Safety policies are prepared and maintained, and distributed to all AREC Sections.
- Maintain AREC Section Leader /Deputy Leader and local team member records.
- Provide and maintain current details of the AREC organisation including contact lists, available equipment and call out procedures to SAR Coordinating Authorities through agreed channels including the NZSAR Online Resources Database.
- Register expenditure of annual NZSAR grant funding against agreed funding programmes
- Maintain an AREC equipment register with details of location, frequency allocation and maintenance schedule.
- Maintain a register of frequencies assigned to AREC for emergency communications.
- Maintain and refresh details of NZSAR Service Level Agreement reporting requirements
- Prepare and maintain a manual that identifies the processes and outcomes of each of the above tasks to enable future continuity of the role.

The initial workload for the Administrator is estimated to require up to 15 hours per week for the first six months of their engagement, in order to build the systems and processes necessary to establish AREC’s core organisational capabilities. This is expected to reduce to 8 — 10 hours per week once there is agreement that the necessary organisational management and reporting capabilities are in place.

The current NZART Administrator has a profound knowledge of AREC’s current organisational deficit and the information systems necessary to establish sound governance and management capability. A Service Level Agreement (SLA) should be agreed between NZART and AREC stipulating the work to be undertaken, the responsibilities of AREC and NZART to supporting the Administrator’s activities, expectations of quality and continuity of service; and hours and conditions of employment.

Commented [CVDM10]: This may be overkill – how about a letter of agreement?
Gents

I’ve met with Don and Carl vdM and taken their comments and suggestions on board... I thought it time to circulate to you as AREC Trustees as a basis for discussion at your meeting on the 22nd.

Regards

Jim McMahon
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AREC’s organisational structure and functional role descriptions had not been updated to reflect changing emergency communications requirements and stakeholder relationships. The review provided a basis for recommended changes to improve AREC’s capabilities and future sustainability.

Rationale

AREC’s current organisational structure does not reflect the changing environment within which it operates. Organisations have increased responsibilities with the introduction of health and safety legislation. Other roles are necessary to provide transparency and accountability associated with managing public funding.

Descriptions and titles of key AREC roles are outdated and do not reflect their current roles. This may result in confusion about roles and responsibilities for AREC office holders, particularly at the local level.

Revised titles and roles should also be reflected in the Service Level Agreement and Trust Deed documents.

Proposed Structure
Key AREC roles

National / Deputy National Director

The National Director is responsible for overall AREC leadership and governance, including relationship management and coordination with counterparts from other SAR organisations and Government Agencies.

The National Director is appointed on a bi-annual basis by the NZART council. This may be extended for an extra year by mutual agreement. Two Deputy National Directors are also appointed by the NZART Council on the recommendation of the National Director. Each National / Deputy National Director has responsibility for a particular region, namely:

- Northern Region corresponding to the Northland, Auckland (combined), Waikato and Bay of Plenty Police districts.
- Central Region corresponding to Central, Eastern and Wellington Police districts, and
- Southern Region corresponding to the Tasman, Canterbury and Southern Police districts.

The expanded governance and management functions within AREC requires the establishment of an Executive Leadership Team (ELT), comprising the National Director and Deputy National Directors. The ELT would be responsible for establishing and implementing AREC’s strategic direction; national integration and collaboration of technology and skills-based training needs; and overall attention to AREC’s ongoing effectiveness as an essential component of New Zealand’s search and rescue environment.

Specific Executive Leadership Team responsibilities include:

- The general conduct, organisation, and training of AREC on a national basis.
- Engagement of AREC with the NZSAR Secretariat, and attendance at NZSAR Consultative meetings.
- Ensuring that all reporting requirements of the SLA with NZSAR are met on time and to the level required.
- Liaison with the Ministry of Civil Defence and Emergency Management.
- Obtaining approval from the Radio Spectrum Management business unit of the Ministry of Business, Innovation and Employment for the use of radio frequencies and call signs when required for operational or practice purposes.
- The monitoring and clearance of AREC frequencies.
- The allocation of equipment to AREC groups.
- The administration of AREC funds.
- Ensuring that there is appropriate AREC representation at the various NZSAR forums including the STWL(G); Strategic Occupational Health, Safety and Wellness Committee etc.
- The use Training, National Health & Safety, Technical Advisors to assist their strategic planning and direction setting activities.
- Direct the activities of the (proposed) AREC Project Co-ordinator towards the implementation of designated projects designed to enhance and maintain AREC’s national capability and capacity.
Each National and Deputy National Director is responsible for the provision and delivery of AREC services within their region. This includes the recommending the appointment of a District Manager for each of the Police districts within their region for ratification by the NZART Council; ensuring the safety and well-being of AREC members when engaged on AREC activities; that trained and experienced AREC members are available to meet the demand for AREC’s services.

The Deputy National Directors share the above responsibilities with the National Director and fulfil the role if the National Director is unavailable.

The National Director has final authority for decision making.

**District Manager**

10 District Managers are appointed by the NZART Council on the recommendation of the AREC ELT.

An AREC District Manager is assigned to each of 10 geographic areas - mirroring the existing Police districts. The responsibilities of a District Manager are as follows:

- Liaison with the Police Co-Ordinator and/or Rescue Coordination Centre (RCCNZ) to support search and rescue operations (SAROPS) within their district.
- Represent AREC at district Search and Rescue meetings.
- In Category 2 searches under the control of RCCNZ, the AREC District Manager will liaise with the Communications Co-ordinator and AREC groups involved in the search to provide communications facilities as required.
- Assist Group Leaders in their Civil Defence and search and rescue activities if requested.
- Build and maintain the required level of operational readiness for each Group within their District as specified in the NZSAR Service Level Agreement.
- Liaise with partners to meet Service Level Agreement obligations.

Each District Manager is responsible to their Deputy / National Director and should report on AREC activities and operations, and meetings with other agencies and SAR organisations within their District. Any matters to be raised at national level meetings should be brought to the attention of the Deputy / National Director prior to such meetings.

One Group or several Groups will endorse a Group Manager who will manage and coordinate the activities within each Group. A Group Manager’s endorsement will be ratified by their District Manager and approved by the National / Deputy National Director responsible for their region.

A Deputy District Manager (generally a Group Leader) may be appointed to assist the District Manager, particularly in districts with high SAR demands, or where a higher number of AREC Groups have been established.

Group Leaders report to their District Manager and will liaise with emergency services such as Police, Civil Defence and Search and Rescue at the local level. Each Group Leader is responsible for ensuring that Group members are trained and experienced to support search and rescue operations and exercises, rostering members within the Group and managing their callout through appropriate channels. Each Group Leader is also responsible for members’ awareness and adherence to AREC’s
national health and safety policies and for accurate reporting of operations, exercises and other activities undertaken by each AREC Group.

AREC Group Members

AREC Group members are local residents who volunteer their time to assist search and rescue operations and related emergency and community activities, utilising their radio communications expertise and experience. AREC Group Members are currently required to be NZART members, where each NZART Branch may form an AREC Group. As AREC representatives, Group members are required to:

• Agree to being placed on a callout roster and be contactable in the event of being notified of a need for their attendance.
• Undertake AREC and other training programmes as required to build and maintain their capability to participate in search and rescue operations and exercises.
• Comply with AREC’s Health and Safety policies and practices at all times when participating in AREC activities
• Identify themselves as an AREC Group Member by carrying an AREC identification card and wearing AREC branded clothing and insignia when engaged in AREC activities.

Additional AREC Executive and Advisory Positions

Other executive positions include Treasurer, Secretary and Administrator positions. National Training Advisor, Technical Advisor, National Health and Safety Advisor and Project Coordinator roles are being established to support and promulgate AREC’s interests and objectives. Each role is elected at AREC’s Annual General Meeting for a period of two years.

AREC has a number of ongoing projects that are necessary to build and maintain its core capabilities and competencies. A formalised approach to providing management and governance for each project will ensure that good practice and transparency is maintained through the project process and build AREC’s future delivery capability.

The Project Coordinator is a role created to assist the delivery of AREC’s annual project plan and provide governance oversight as mentioned above. The Coordinator would work with nominated project managers to provide support, coordination and reporting to the AREC Executive. Other activities could include oversight of the distribution and installation of AREC equipment and its ongoing maintenance; the provision of communications equipment maintenance services for other SAR organisations such as LandSAR; and the implementation and delivery of a battery replacement programme.

A breakdown of the responsibilities of each role is presented below:

Treasurer

The Treasurer’s responsibilities include:

• General financial oversight
  o Oversee and present budgets, accounts and financial statements to the management committee
• Ensure that appropriate financial systems and controls are in place
• Ensure that record-keeping and accounts meet the conditions of funders or statutory bodies
• Ensure compliance with relevant legislation.

• Funding compliance
  • Ensure use of funds complies with conditions set by funding bodies
  • Ensure effective monitoring and reporting as required by funding conditions or Service Level Agreement.

• Financial planning and budgeting
  • Prepare and present budgets for new or ongoing work
  • Advise on financial implications of strategic and operational plans
  • Present revised financial forecasts based on actual spend.

• Financial reporting
  • Present regular reports on the organisation's financial position
  • Prepare accounts for audit and liaising with the auditor, as required
  • Present accounts at the AGM
  • Advise on the organisation's reserves and investment policy.

• Banking, book-keeping and record-keeping
  • Manage bank accounts
  • Set up appropriate systems for book-keeping, payments, lodgements & petty cash
  • Ensure everyone handling money keeps proper records and documentation

• Control of fixed assets
  • Ensure an asset register with details of purchase price and date, location and depreciation is established and maintained.
  • Ensure required insurances are in place.

Secretary

The Secretary is responsible for:

• Ensuring meetings are effectively organised and minuted
  • Liaising with the National Director to plan meetings
  • Receiving agenda items from committee members
  • Circulating agendas and reports
  • Taking minutes
  • Circulating approved minutes
  • Checking that agreed actions are carried out.

• Maintaining effective records and administration
  • Keeping up-to-date contact details (i.e. names, addresses and telephone numbers) for the management committee and (where relevant) ordinary members of the organisation.
  • Filing minutes and reports
  • Keeping a record of the organisation and its activities
  • Keeping a diary of future activities
• Upholding legal requirements
  o Acting as custodian of the organisation’s governing documents
  o Checking that a quorum is present at meetings
  o Ensuring elections are in line with stipulated procedures
  o Ensuring charity and company law requirements are met
  o Sitting on appraisal, recruitment and disciplinary panels, as required.
• Communication and correspondence
  o Responding to all committee correspondence
  o Filing all committee correspondence received and copies of replies sent keeping a
    record of any of the organisation's publications
  o Preparing a report of the organisation's activities for the year, for the Annual
    General Meeting.

Technical Advisor

The Technical Advisor role includes the following functions.

• Provide technical advice, expertise and recommendations relating to radio communications
  to AREC’s executive leadership team (ELT) and technical project groups.
• Plan, certify and oversee the development of AREC’s communications network and service
  portfolio within an annually allocated budget.
• Define, develop and review applications for network equipment allocations between AREC
  districts.
• Provide thought leadership for AREC’s strategic plans for technical and network
  development.
• Recommend the procurement and allocation of hand-held equipment that is fit for purpose,
  homogeneous and interoperable with AREC’s partners
• Plan and coordinate technical activities necessary to integrate AREC’s equipment and
  frequency assets
• Provide technical assistance for AREC’s local sections on request
• Maintain registers of frequencies allocated to AREC
• Represent AREC’s interests in discussions with regulatory bodies such as the Radio Spectrum
  Management Group within the Ministry of Business, Innovation and Enterprise.

Training Advisor

A training advisor is recommended to implement consistent, fit for purpose training for AREC
volunteers, that is aligned with training provided to other SAR groups such as LandSAR. Specific
tasks include:
• Research and revise AREC’s existing beginner, intermediate and advanced training
  curriculum based on AREC’s and members’ requirements.
• Interact and liaise with AREC’s partners to ensure consistency in course material and
  content.
• Ensure that trainers have the necessary skills and experience to deliver the course materials
  and content in a volunteer-based environment.
• Instil a “Train the Trainer” approach to building and maintaining AREC members’ competencies and experience.
• Work with District Managers to ensure team member competencies through access to appropriate training and experience.
• Develop training delivery plans that ensure training coverage and quality are maximised.
• Develop an annual training budget for AREC approval and track expenditure against delivery.
• Provide input and advice to support AREC’s Senior Leadership Team’s strategic planning activities.
• Research and propose new training requirements to reflect new SAR standards, technologies and practices.
• Develop and maintain a webpage for AREC members to review their minimum training requirements including refresher and upgrade courses

National Health and Safety Advisor

SAROPS events generally occur in environments subject to adverse weather and terrain, with risk of injury from a number of causes. AREC’s Health and Safety plan needs to be promulgated and continually updated to reflect lessons learned and best practice methods of ensuring volunteer safety.

Specific tasks for AREC’s Health and Safety Advisor include:
• Lead the development and implementation of the health and safety plan, identification of risk management and hazard identification
• Update and promulgate AREC’s Health and Safety policy document.
• Work with the AREC Training Advisor to embed health and safety policies and practices within the training curriculum.
• Promote continuous improvements in the use of health and safety systems and tools
• Monitor health and safety processes to ensure compliance with relevant health, safety, quality and environmental standards
• Implement a structured health and safety audit process and ensure all AREC members are aware of the process that will be followed and the timeframes attached
• Promote Health and Safety systems across AREC’s local Sections
• Ensure health and safety systems are easy to use and understood by all AREC members
• Ensure monitoring systems are implemented and maintained
• Report any H & S policy breeches or injuries to the AREC executive and the relevant agencies

AREC Administrator

An AREC Administrator is required to formalise the office functions required to ensure AREC is able to fulfil its reporting obligations and ensure its smooth operations. An indicative list of administration functions includes:

• Compile and submit annual records to Charities Services to retain NZART AREC Emergency Funds Trust’s status as a charitable entity.
• Issue and manage AREC member identification cards.
• Ensure that AREC Health and Safety policies are prepared and maintained, and distributed to all AREC Sections.
• Maintain AREC Section Leader /Deputy Leader and local team member records.
• Provide and maintain current details of the AREC organisation including contact lists, available equipment and call out procedures to SAR Coordinating Authorities through agreed channels including the NZSAR Online Resources Database.
• Register expenditure of annual NZSAR grant funding against agreed funding programmes.
• Maintain an AREC equipment register with details of location, frequency allocation and maintenance schedule.
• Maintain a register of frequencies assigned to AREC for emergency communications.
• Maintain and refresh details of NZSAR Service Level Agreement reporting requirements.
• Prepare and maintain a manual that identifies the processes and outcomes of each of the above tasks to enable future continuity of the role.

The initial workload for the Administrator is estimated to require up to 15 hours per week for the first six months of their engagement, in order to build the systems and processes necessary to establish AREC's core organisational capabilities. This is expected to reduce to 8 — 10 hours per week once there is agreement that the necessary organisational management and reporting capabilities are in place.

The current NZART Administrator has a profound knowledge of AREC's current organisational deficit and the information systems necessary to establish sound governance and management capability. A Service Level Agreement (SLA) should be agreed between NZART and AREC stipulating the work to be undertaken, the responsibilities of AREC and NZART to supporting the Administrator’s activities, expectations of quality and continuity of service; and hours and conditions of employment.
All done... Trustee details updated.

New registration number is CC55656, with registration effective from 17 August.

From: Stuart Watchman
Sent: Tuesday, 28 August 2018 4:25 PM
To: Jim McMahon <jim.mcmahon@caravel.co.nz>; ceo@landsar.org.nz; Geoffrey Chapman
Subject: RE: Registration Approval

Thanks,
was wondering about that myself
Stuart

On 28 August 2018 at 08:44 Jim McMahon <jim.mcmahon@caravel.co.nz> wrote:

Stuart

I’ll change the Trust details to reflect the new Trustees...

Jim

From: Stuart Watchman
Sent: Monday, 27 August 2018 8:03 PM
To: Geoffrey Chapman <ceo@landsar.org.nz>; Jim McMahon <jim.mcmahon@caravel.co.nz>
Subject: Fwd: Registration Approval

Hi all,

This just came through this evening.
good news!

Thanks Jim,
regards
Stuart

------- Original Message -------
From: Charities Services Info <CharitiesService-Info@dia.govt.nz>  
To: NZART AREC Emergency Funds Trust  
Date: 27 August 2018 at 19:02  
Subject: Registration Approval

27 August 2018

Dear Stuart Watchman,

Re: Registration of NZART AREC Emergency Funds Trust

I am pleased to advise that your application to register NZART AREC Emergency Funds Trust as a charity has been successful. Your official Registration Number is CC55656.

Details about NZART AREC Emergency Funds Trust are now publicly available on the Charities Register at www.charities.govt.nz. As proof of registration can be obtained by visiting our website and performing a search of a charity's name or registration number we no longer issue certificates of registration.

Being a registered charity brings with it some obligations. These include:

• sending an Annual Return to Charities Services each year (refer to the link below). Your first Annual Return is due before 30/09/2019; and

• notifying Charities Services of changes to the name, address for service, balance date, rules, purposes or officers no later than three months after the effective date of the change. You may use the Update Details form available on our website. We will need to check that the

DIA - CHARITIES SERVICES  
120 Victoria Street, Wellington 6011  
P.O. Box 30-112, Lowe, Hutt 5040  
New Zealand  
Fax +64 4 382 3595  
Freephone 0508 242 748  
changes made do not affect your registration status.

Failure to meet these obligations may result in your charity losing its charitable status. Please ensure that all future officers are also made aware of these obligations.

Please note that the financial reporting requirements for registered charities are changing from 1 April 2015. Information, templates and guidance notes are available on our website. Stay up to date on these changes, upcoming workshops and other relevant information by checking our website and regular “Charities News Alert” newsletters regularly.

For further guidance or information, please contact us on our free information line 0508 242 748 or email info@charities.govt.nz.

Yours sincerely,

Penelope Edgerley
Team Leader Registration

The following information may be helpful:


Tax and donee status http://www.charities.govt.nz/apply-for-registration/how-to-apply/tax-information/
Hi Geoff,

Thanks - that’s good news.

Carl will follow up on payments etc on his return from leave.

Nga mihi

Duncan

Duncan Ferner
Secretariat Manager
New Zealand Search and Rescue Council

From: Geoffrey Chapman 
Sent: Monday, 24 September 2018 2:10 PM
To: Carl Van Der Meulen <cvandermeulen@nzsar.govt.nz>
Cc: Duncan Ferner <d.ferner@nzsar.govt.nz>
Subject: Re- Establishment of AREC Trust

Gentlemen,

I have pleasure of informing you that the work carried out for the NZART AREC Emergency Funds Trust by Jim McMahon Of Caravel Group has now been completed. The Trust is now fully registered and publicly available on the Charities register at www.charities.govt.nz

We are extremely pleased with the manner and co-operation in which Jim carried out this whole task and would strongly recommend his services.

I would personally like to express on behalf of NZART/AREC NZ as National Director AREC NZ my sincere gratitude for the valuable co-operation we have received in working with all concerned.

We would gratefully receive into our account monies due.

Thanking you again

Yours faithfully

Geoff Chapman
Hi Carl,

Can you please check in with Jim re this. He mentioned there still may be a control issue between the AREC Trust and NZRT.

Please satisfy yourself that all is OK (ie AREC Trust is in control) and once it is, get them paid.

Cheers

Duncan

From: Geoffrey Chapman
Sent: Monday, 24 September 2018 2:10 PM
To: Carl Van Der Meulen <c.vandermeulen@nzsar.govt.nz>
Cc: Duncan Fermer <d.fermer@nzsar.govt.nz>
Subject: Re- Establishment of AREC Trust

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We would gratefully receive into our account monies due.

Thanking you again

Yours faithfully

Geoff Chapman
AREC-NZ National Director
Christchurch

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Thanks Jim,

I will follow this up with AREC and the Trustees. If necessary payments will be delayed until NZSAR is satisfied the stipulated procedures are followed.

I will arrange for your invoice to be paid.

Thanks you for your help.

Regards,
Carl

---

Jim McMahon

Sent: Friday, 5 October 2018 4:15 PM
To: Carl Van Der Meulen <c.vandermeulen@nzsar.govt.nz>
Subject: RE: AREC bank accounts

Hello Carl

I spoke with Geoff Chapman immediately after our conversation and sent him an email seeking confirmation that the Trust bank account adhered to the procedures for funds receipt and disbursement as stipulated in the Trust Deed:

Geoff confirmed that a Trust bank account was used, and would confirm the process by which funds were disbursed after discussion with the other Trustees.

I’m awaiting his response. I understand the matter will be raised when the Trustees meet in Wellington next week or the week after.

Jim

---

Carl van der Meulen

Sent: Friday, 5 October 2018 4:08 PM
To: Jim McMahon <jim.mcmahon@caravel.co.nz>
Subject: AREC bank accounts

Hi Jim,

Have you been able to clarify the AREC Trust bank accounts, as discussed earlier this week?

Regards

Carl van der Meulen
Senior Advisor
New Zealand Search and Rescue Secretariat

c.vandermeulen@nzsar.govt.nz
www.nzsar.govt.nz
www.adventuresmart.org.nz

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Hi Carl,

Stuart and myself have discussed this and we are quite happy at this stage, we would like to keep it open as a living document. I am sure that as time progresses needs and expectations will be going and we will require suitable amendment from time to time.

Good morning Geoff and Stuart,

Jim McMahon from Caravel Group has sent me his final report for the AREC Governance and Management review. This is attached.

Can both of you please advise me if this report meets the needs and expectations of AREC and NZART?

Regards

Carl van der Meulen
Senior Advisor
New Zealand Search and Rescue Secretariat

c.vandermeulen@nzsar.govt.nz
www.nzsar.govt.nz
www.adventuresmart.org.nz

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Proposed AREC Organisational Structure and Role Descriptions

Prepared by: Caravel Group (NZ) Ltd
Date: August 2018
Status: FINAL
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This report has been prepared on the basis set out in the Contract for Services with the Ministry of Transport. This report is for MOT and the AREC Trustees for their benefit to use at their discretion. Caravel has not verified the reliability or accuracy of any information obtained in the course preparing this report.
Introduction

The governance and structural review of the amateur radio emergency communications (AREC) entity completed in September 2017 included a recommendation that existing AREC roles, titles and functions are reviewed to ensure consistency and clarity.

AREC's organisational structure and functional role descriptions had not been updated to reflect changing emergency communications requirements and stakeholder relationships. The review provided a basis for recommended changes to improve AREC's capabilities and future sustainability.

Rationale

AREC's current organisational structure does not reflect the changing environment within which it operates. Organisations have increased responsibilities with the introduction of health and safety legislation. Other roles are necessary to provide transparency and accountability associated with managing public funding.

Descriptions and titles of key AREC roles are outdated and do not reflect their current roles. This may result in confusion about roles and responsibilities for AREC office holders, particularly at the local level.

Revised titles and roles should also be reflected in the Service Level Agreement and Trust Deed documents.

Proposed Structure
Key AREC roles

National / Deputy National Director

The National Director is responsible for overall AREC leadership and governance, including relationship management and coordination with counterparts from other SAR organisations and Government Agencies.

The National Director is appointed on a bi-annual basis by the NZART council. This may be extended for an extra year by mutual agreement. Two Deputy National Directors are also appointed by the NZART Council on the recommendation of the National Director. Each National / Deputy National Director has responsibility for a particular region, namely:

- Northern Region corresponding to the Northland, Auckland (combined), Waikato and Bay of Plenty Police districts.
- Central Region corresponding to Central, Eastern and Wellington Police districts, and
- Southern Region corresponding to the Tasman, Canterbury and Southern Police districts.

The expanded governance and management functions within AREC requires the establishment of an Executive Leadership Team (ELT), comprising the National Director and Deputy National Directors. The ELT would be responsible for establishing and implementing AREC’s strategic direction; national integration and collaboration of technology and skills-based training needs; and overall attention to AREC’s ongoing effectiveness as an essential component of New Zealand’s search and rescue environment.

Specific Executive Leadership Team responsibilities include:

- The general conduct, organisation, and training of AREC on a national basis.
- Engagement for AREC with the NZSAR Secretariat, and attendance at NZSAR Consultative meetings.
- Ensuring that all reporting requirements of the SLA with NZSAR are met on time and to the level required.
- Liaison with the Ministry of Civil Defence and Emergency Management.
- Obtaining approval from the Radio Spectrum Management business unit of the Ministry of Business, Innovation and Employment for the use of radio frequencies and call signs when required for operational or practice purposes.
- The monitoring and clearance of AREC frequencies.
- The allocation of equipment to AREC groups.
- The administration of AREC funds.
- Ensuring that there is appropriate AREC representation at the various NZSAR forums including the STWL(G); Strategic Occupational Health, Safety and Wellness Committee etc.
- The use of Training, National Health & Safety, Technical Advisors to assist their strategic planning and direction setting activities.
- Direct the activities of the (proposed) AREC Project Co-ordinator towards the implementation of designated projects designed to enhance and maintain AREC’s national capability and capacity.
Each National and Deputy National Director is responsible for the provision and delivery of AREC services within their region. This includes the recommending the appointment of a District Manager for each of the Police districts within their region for ratification by the NZART Council; ensuring the safety and well-being of AREC members when engaged on AREC activities; that trained and experienced AREC members are available to meet the demand for AREC’s services.

The Deputy National Directors share the above responsibilities with the National Director and fulfil the role if the National Director is unavailable.

The National Director has final authority for decision making.

*District Manager*

10 District Managers are appointed by the NZART Council on the recommendation of the AREC ELT.

An AREC District Manager is assigned to each of 10 geographic areas - mirroring the existing Police districts. The responsibilities of a District Manager are as follows:

- Liaison with the Police Co-Ordinator and/or Rescue Coordination Centre (RCCNZ) to support search and rescue operations (SAROPS) within their district.
- Represent AREC at district Search and Rescue meetings.
- In Category 2 searches under the control of RCCNZ, the AREC District Manager will liaise with the Communications Co-ordinator and AREC groups involved in the search to provide communications facilities as required.
- Assist Group Leaders in their Civil Defence and search and rescue activities if requested.
- Build and maintain the required level of operational readiness for each Group within their District as specified in the NZSAR Service Level Agreement.
- Liaise with partners to meet Service Level Agreement obligations.

Each District Manager is responsible to their Deputy / National Director and should report on AREC activities and operations, and meetings with other agencies and SAR organisations within their District. Any matters to be raised at national level meetings should be brought to the attention of the Deputy / National Director prior to such meetings.

One Group or several Groups will endorse a Group Manager who will manage and coordinate the activities within each Group. A Group Manager’s endorsement will be ratified by their District Manager and approved by the National / Deputy National Director responsible for their region.

A Deputy District Manager (generally a Group Leader) may be appointed to assist the District Manager, particularly in districts with high SAR demands, or where a higher number of AREC Groups have been established.

Group Leaders report to their District Manager and will liaise with emergency services such as Police, Civil Defence and Search and Rescue at the local level. Each Group Leader is responsible for ensuring that Group members are trained and experienced to support search and rescue operations and exercises, rostering members within the Group and managing their callout through appropriate channels. Each Group Leader is also responsible for members’ awareness and adherence to AREC’s
national health and safety policies and for accurate reporting of operations, exercises and other activities undertaken by each AREC Group.

**AREC Group Members**

AREC Group members are local residents who volunteer their time to assist search and rescue operations and related emergency and community activities, utilising their radio communications expertise and experience. AREC Group Members are currently required to be NZART members, where each NZART Branch may form an AREC Group. As AREC representatives, Group members are required to:

- Agree to being placed on a callout roster and be contactable in the event of being notified of a need for their attendance.
- Undertake AREC and other training programmes as required to build and maintain their capability to participate in search and rescue operations and exercises.
- Comply with AREC’s Health and Safety policies and practices at all times when participating in AREC activities.
- Identify themselves as an AREC Group Member by carrying an AREC identification card and wearing AREC branded clothing and insignia when engaged in AREC activities.

**Additional AREC Executive and Advisory Positions**

Other executive positions include Treasurer, Secretary and Administrator positions. National Training Advisor, Technical Advisor, National Health and Safety Advisor and Project Coordinator roles are being established to support and promulgate AREC’s interests and objectives. Each role is elected at AREC’s Annual General Meeting for a period of two years.

AREC has a number of ongoing projects that are necessary to build and maintain its core capabilities and competencies. A formalised approach to providing management and governance for each project will ensure that good practice and transparency is maintained through the project process and build AREC’s future delivery capability.

The Project Coordinator is a role created to assist the delivery of AREC’s annual project plan and provide governance oversight as mentioned above. The Coordinator would work with nominated project managers to provide support, coordination and reporting to the AREC Executive. Other activities could include oversight of the distribution and installation of AREC equipment and its ongoing maintenance; the provision of communications equipment maintenance services for other SAR organisations such as LandSAR; and the implementation and delivery of a battery replacement programme.

A breakdown of the responsibilities of each role is presented below:

**Treasurer**

The Treasurer’s responsibilities include:

- General financial oversight
  - Oversee and present budgets, accounts and financial statements to the management committee
• Ensure that appropriate financial systems and controls are in place
• Ensure that record-keeping and accounts meet the conditions of funders or statutory bodies
• Ensure compliance with relevant legislation.

• Funding compliance
  • Ensure use of funds complies with conditions set by funding bodies
  • Ensure effective monitoring and reporting as required by funding conditions or Service Level Agreement.

• Financial planning and budgeting
  • Prepare and present budgets for new or ongoing work
  • Advise on financial implications of strategic and operational plans
  • Present revised financial forecasts based on actual spend.

• Financial reporting
  • Present regular reports on the organisation's financial position
  • Prepare accounts for audit and liaising with the auditor, as required
  • Present accounts at the AGM
  • Advise on the organisation's reserves and investment policy.

• Banking, book-keeping and record-keeping
  • Manage bank accounts
  • Set up appropriate systems for book-keeping, payments, lodgements & petty cash
  • Ensure everyone handling money keeps proper records and documentation

• Control of fixed assets
  • Ensure an asset register with details of purchase price and date, location and depreciation is established and maintained.
  • Ensure required insurances are in place.

Secretary

The Secretary is responsible for:

• Ensuring meetings are effectively organised and minuted
  • Liaising with the National Director to plan meetings
  • Receiving agenda items from committee members
  • Circulating agendas and reports
  • Taking minutes
  • Circulating approved minutes
  • Checking that agreed actions are carried out.

• Maintaining effective records and administration
  • Keeping up-to-date contact details (i.e. names, addresses and telephone numbers) for the management committee and (where relevant) ordinary members of the organisation.
  • Filing minutes and reports
  • Keeping a record of the organisation and its activities
  • Keeping a diary of future activities
- Upholding legal requirements
  - Acting as custodian of the organisation’s governing documents
  - Checking that a quorum is present at meetings
  - Ensuring elections are in line with stipulated procedures
  - Ensuring charity and company law requirements are met
  - Sitting on appraisal, recruitment and disciplinary panels, as required.
- Communication and correspondence
  - Responding to all committee correspondence
  - Filing all committee correspondence received and copies of replies sent keeping a record of any of the organisation's publications
  - Preparing a report of the organisation’s activities for the year, for the Annual General Meeting.

**Technical Advisor**

The Technical Advisor role includes the following functions:

- Provide technical advice, expertise and recommendations relating to radio communications to AREC’s executive leadership team (ELT) and technical project groups.
- Plan, certify and oversee the development of AREC’s communications network and service portfolio within an annually allocated budget.
- Define, develop and review applications for network equipment allocations between AREC districts.
- Provide thought leadership for AREC’s strategic plans for technical and network development.
- Recommend the procurement and allocation of hand-held equipment that is fit for purpose, homogeneous and interoperable with AREC’s partners.
- Plan and coordinate technical activities necessary to integrate AREC’s equipment and frequency assets.
- Provide technical assistance for AREC’s local sections on request.
- Maintain registers of frequencies allocated to AREC.
- Represent AREC’s interests in discussions with regulatory bodies such as the Radio Spectrum Management Group within the Ministry of Business, Innovation and Enterprise.

**Training Advisor**

A training advisor is recommended to implement consistent, fit for purpose training for AREC volunteers, that is aligned with training provided to other SAR groups such as LandSAR. Specific tasks include:

- Research and revise AREC’s existing beginner, intermediate and advanced training curriculum based on AREC’s and members’ requirements.
- Interact and liaise with AREC’s partners to ensure consistency in course material and content.
- Ensure that trainers have the necessary skills and experience to deliver the course materials and content in a volunteer-based environment.
• Instil a “Train the Trainer” approach to building and maintaining AREC members’ competencies and experience.
• Work with District Managers to ensure team member competencies through access to appropriate training and experience.
• Develop training delivery plans that ensure training coverage and quality are maximised.
• Develop an annual training budget for AREC approval and track expenditure against delivery.
• Provide input and advice to support AREC’s Senior Leadership Team’s strategic planning activities.
• Research and propose new training requirements to reflect new SAR standards, technologies and practices.
• Develop and maintain a webpage for AREC members to review their minimum training requirements including refresher and upgrade courses

National Health and Safety Advisor

SAROPS events generally occur in environments subject to adverse weather and terrain, with risk of injury from a number of causes. AREC’s Health and Safety plan needs to be promulgated and continually updated to reflect lessons learned and best practice methods of ensuring volunteer safety.

Specific tasks for AREC’s Health and Safety Advisor include:
• Lead the development and implementation of the health and safety plan, identification of risk management and hazard identification
• Update and promulgate AREC’s Health and Safety policy document.
• Work with the AREC Training Advisor to embed health and safety policies and practices within the training curriculum.
• Promote continuous improvements in the use of health and safety systems and tools
• Monitor health and safety processes to ensure compliance with relevant health, safety, quality and environmental standards
• Implement a structured health and safety audit process and ensure all AREC members are aware of the process that will be followed and the timeframes attached
• Promote Health and Safety systems across AREC’s local Sections
• Ensure health and safety systems are easy to use and understood by all AREC members
• Ensure monitoring systems are implemented and maintained
• Report any H & S policy breeches or injuries to the AREC executive and the relevant agencies

AREC Administrator

An AREC Administrator is required to formalise the office functions required to ensure AREC is able to fulfil its reporting obligations and ensure its smooth operations. An indicative list of administration functions includes:

• Compile and submit annual records to Charities Services to retain NZART AREC Emergency Funds Trust’s status as a charitable entity.
• Issue and manage AREC member identification cards.
• Ensure that AREC Health and Safety policies are prepared and maintained, and distributed to all AREC Sections.
• Maintain AREC Section Leader /Deputy Leader and local team member records.
• Provide and maintain current details of the AREC organisation including contact lists, available equipment and call out procedures to SAR Coordinating Authorities through agreed channels including the NZSAR Online Resources Database.
• Register expenditure of annual NZSAR grant funding against agreed funding programmes
• Maintain an AREC equipment register with details of location, frequency allocation and maintenance schedule.
• Maintain a register of frequencies assigned to AREC for emergency communications.
• Maintain and refresh details of NZSAR Service Level Agreement reporting requirements
• Prepare and maintain a manual that identifies the processes and outcomes of each of the above tasks to enable future continuity of the role.

The initial workload for the Administrator is estimated to require up to 15 hours per week for the first six months of their engagement, in order to build the systems and processes necessary to establish AREC's core organisational capabilities. This is expected to reduce to 8 — 10 hours per week once there is agreement that the necessary organisational management and reporting capabilities are in place.

The current NZART Administrator has a profound knowledge of AREC's current organisational deficit and the information systems necessary to establish sound governance and management capability. A Service Level Agreement (SLA) should be agreed between NZART and AREC stipulating the work to be undertaken, the responsibilities of AREC and NZART to supporting the Administrator’s activities, expectations of quality and continuity of service; and hours and conditions of employment.
Joint Service Level Agreement between
Maritime New Zealand
(Rescue Coordination Centre New Zealand)
The New Zealand Police
The Secretary for Transport (for and on behalf of the
New Zealand Search and Rescue Council)
and
NZART Amateur Radio Emergency Communications
Emergency Funds Trust
for
the provision of search and rescue services

Parties
Maritime New Zealand a Crown entity continued under the Maritime Transport
Act 1994 (incorporating the Rescue Coordination Centre New Zealand) ("Maritime
NZ")
and
New Zealand Police (being Her Majesty the Queen in right of Her Government in
New Zealand acting by and through the Commissioner of Police)
(collectively referred to as “the Coordinating Authorities”)
and
The Secretary for Transport (for and on behalf of the New Zealand Search and
Rescue Council) (“NZSAR Council”)
and
NZART AREC Emergency Funds Trust (“AREC”), a charitable trust registration
number CC40559 registered on 3 June 2009.
PREAMBLE

Effective search and rescue requires the active cooperation of a number of organisations if it is to operate successfully. This Service Level Agreement is intended to strengthen the relationship between Amateur Radio Emergency Communications, the Coordinating Authorities and the New Zealand Search and Rescue Council. While this document uses formal terms, all parties understand that a sound, cooperative relationship among themselves based on mutual respect and goodwill is central to the conduct of effective search and rescue operations.

BACKGROUND

A. The New Zealand Police is responsible for co-ordinating the conduct of Category I Search and Rescue Operations ("SAROPs") within the New Zealand Search and Rescue Region ("NZSRR").

B. Maritime NZ is responsible, pursuant to section 431 of the Maritime Transport Act 1994 and following the issue of Ministerial directions given pursuant to section 14C Civil Aviation Act 1990, for providing Category II Search and Rescue ("SAR") Services within the NZSRR as established by international agreements.

C. The Rescue Co-ordination Centre New Zealand ("RCCNZ") is the Maritime NZ operational facility responsible for co-ordinating the conduct of Category II SAROPs within the NZSRR.

D. AREC provides search and rescue communications services.

E. AREC provides search and rescue (SAR) services in response to, and in support of, SAROPs coordinated by the Coordinating Authorities. SAR services include the provision of communications with third parties.

F. The purpose of this Agreement is to describe the funding arrangements for supporting, developing, and maintaining SAR capability for New Zealand by AREC, in order to provide SAR services.

G. The outcome desired by the parties of this Agreement is that AREC will be a strong and sustainable, well-governed, and robust organisation, which is able to provide efficient and effective SAR services to the Coordinating Authorities on request.

H. This Agreement excludes any non-SAR activities provided by AREC which occur from time to time.

I. The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the Council’s behalf in accordance with the Council’s directions.

OPERATIVE PROVISIONS

1. Services to be provided.

1.1. From time to time, and as required, AREC will where possible make available and provide via the Regions and Units to the Coordinating Authorities the response services and support services as outlined in Schedule 1. The Services are to be provided to the Coordinating Authorities’ and AREC’s agreed best practice standard.
1.2. AREC will comply with the reporting requirements outlined in Schedule 2.

1.3. **Failure to deliver services.** If either of the Coordinating Authorities or the NZSAR Council considers on reasonable grounds that the services or reporting (or either of them) have not been completed in accordance with AREC’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

1.3.1. require AREC to remedy the deficiency at AREC’s cost;
1.3.2. withhold payment until the deficiency has been remedied; and/or
1.3.3. if the deficiency is not or cannot be remedied, deduct an appropriate amount from a payment under clause 4.1.

2. **Term of Agreement.**

2.1. This Agreement commences on the Effective Date and runs for a term of three years until 30 June 2017, unless terminated earlier.

3. **Right of Renewal.**

3.1. This Agreement may be extended on the same terms and conditions by agreement in writing among the parties for a further term of three years from 1 July 2017.

4. **Fees and Payment.**

4.1. The Secretary for Transport will pay AREC for the provision of the services (including the completion of the reporting requirements) as described in Schedules 1 and 2, in accordance with Schedule 3.

5. **Application of Payments.**

5.1. As Crown funding these payments should be applied to those activities where the benefits are widely felt and/or less tangible in nature and, hence, less amenable to funding by third parties. These include:

5.1.1. The governance and management of AREC
5.1.2. Research and analysis
5.1.3. Cross agency initiatives

6. **Review.**

6.1. This Agreement will be reviewed by the parties (as represented by the General Manager Safety Services (MNZ); National Coordinator SAR (Police); the NZSAR Secretariat Manager; and the President of AREC or their nominees) at least three months prior to the termination date and at any other time if requested in writing by any party.

6.2. The terms of the review will be discussed and agreed by the parties at the start of the review and may include a review of Schedules 1, 2 and 3, and the appendices.

7. **Disclosure.**

7.1. AREC will inform the Coordinating Authorities as soon as practicable of any emerging, imminent or present threat to its capacity to deliver the Services.
8. Reporting.

8.1. AREC will meet reporting requirements in accordance with Schedules 2 and 4.

8.1.1. Operational. AREC will meet the operational reporting requirements in accordance with Schedule 2.

8.1.2. General. AREC will meet the general reporting requirements in accordance with Schedule 2.

8.1.3. Financial and audit. AREC will ensure that the annual financial statements of AREC are audited by a qualified auditor. The auditor’s report is to be supplied to the NZSAR Council as soon as practicable after its receipt by AREC.

8.1.4. AREC authorises and will direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

8.1.5. AREC will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.

8.1.6. Health and Safety. AREC will meet health and safety obligations and reporting requirements in accordance with Schedule 4.

9. Legislative compliance.

9.1. All parties will comply with the provisions of all statutes, standards, regulations, and rules of any government, local or public authority that may be applicable to the provision of the services and the reporting requirements outlined in Schedules 1 and 2.


10.1. The parties acknowledge that the Coordinating Authorities and the Secretary for Transport are subject to the Official Information Act 1982 and that under that Act the Coordinating Authorities and/or the Secretary for Transport may be required to release information about the services and about the Coordinating Authorities’ relationship with AREC. The Coordinating Authorities and the Secretary for Transport will promptly advise AREC of any request received under the Act that relates to AREC’s information and prior to any disclosure under the request.

10.2. AREC will not release information about the Coordinating Authorities, this Agreement or any of the services to a third party unless compelled by a competent authority, in which case it will immediately advise the Coordinating Authorities as to the information released.

11. Ministerial instructions.

11.1. Notwithstanding anything to the contrary in this Agreement, the Coordinating Authorities may at any time vary the terms of this Agreement to give effect to the instructions of the Minister(s) of the Crown at the time responsible for the
Coordinating Authorities. The Coordinating Authorities must give AREC at least three months’ notice in writing of the variation.

12. Confidentiality.

12.1. Unless otherwise specified no party will release public or media statements or publish material related to this Agreement without advising the other parties prior to its release.

12.2. All information obtained by AREC, its employees, representatives, volunteers or agents in the course of the performance of the services must be treated as confidential and may not be divulged to any persons, media representatives, firms or corporations other than under clause 10.2 or as otherwise approved by the Coordinating Authorities’ representative in writing.

12.3. AREC will limit access to all Confidential Information to those of its employees, representatives or agents who reasonably require such information for the purposes of performing the services and AREC will ensure that all such persons comply with the confidentiality obligations in this Agreement.


13.1. A party to this Agreement will immediately advise the other parties if it becomes aware of any issue about the operation or management of this Agreement that has or may have media or public interest.

13.2. A party to this Agreement will advise the other parties as soon as possible if it issues to the media or any member of the public any oral or written statement about the operation of this Agreement.

13.3. A party to this Agreement may comment to the media or a member of the public on the activity and performance of their own organisation in relation to the provision of their services but may not make any comments about another party to this Agreement with regard to their respective activities or performance.


14.1. Any party may seek a variation to this Agreement by advising the other parties in writing. Any proposed variations will be subject to discussion among the parties and will only be effective if agreed in writing.

15. Assignment and subcontracting.

15.1. Subject to clause 15.2, AREC may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

15.2. AREC may subcontract or assign any aspect of the reporting requirement outlined in Schedule 2 to any other party if the subcontractor or assignee:

15.2.1. Is suitably qualified; and

15.2.2. Complies with all of the terms and conditions of this Agreement relating to the reporting requirement; and

15.2.3. The Coordinating Authorities and the NZSAR Council are notified of the subcontract or assignment.
16. **Dispute resolution.**

16.1. All parties undertake to use their best endeavours to resolve any dispute or difference between them by negotiation before utilising appropriate alternative dispute resolution techniques.

16.2. If any dispute or difference arises as to the interpretation of this Agreement or as to any matter arising out of or in connection with this Agreement then any party may by notice in writing served on the other parties inform the other parties of the details of the dispute or difference.

16.3. If the parties are unable to resolve the dispute or difference by negotiation within 28 days of the date of notice served in clause 16.2, the parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties.

16.4. If the dispute or difference remains unresolved after mediation (or after negotiation if there is no mediation), then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.

16.5. All parties are expected to continue to perform their respective obligations under this Agreement during the resolution of any dispute or difference.

16.6. The parties will share the costs of the mediation or arbitration equally or as determined by the arbitrators.

17. **Termination.**

17.1. Either the Coordinating Authorities or AREC may terminate this Agreement by giving three months’ notice in writing or as provided in clause 25.2.

17.2. In the event of termination, a payment of refund or a final invoice will be made by or rendered to AREC to account for any fees paid or due on a pro rata basis.

18. **Notices.**

18.1. The addresses for notices in respect of this Agreement shall be:

**Amateur Radio Emergency Communications**

Name: National Director
Address: 
Fax number: 
Telephone: 

**Maritime New Zealand**

Name: General Manager Safety Services (MNZ)
Address: Rescue Co-ordination Centre New Zealand
Avalon TV Studios
Percy Cameron St
Lower Hutt 5040
Fax number: 04 577 8041
Telephone: 04 577 8034
New Zealand Police
Name: National Coordinator Search and Rescue
Address: Police National Headquarters
180 Molesworth St
Thorndon
Wellington
Facsimile: (04) 498 7406
Telephone: (04) 474 9499

New Zealand Search and Rescue Council (for the Secretary for Transport)
Name: NZSAR Secretariat Manager
Address: Level 6, SAS Tower
89 The Terrace
Wellington
Facsimile: (04) 439 9002
Telephone: (04) 439 9045

GENERAL
19.1. On termination or expiry of this Agreement, all clauses relating to Confidentiality, Reporting, Official Information Act and Media will continue in full force and effect.

20.1. AREC acknowledges that it is an independent contractor to the Coordinating Authorities and the NZSAR Council and nothing in this Agreement may be construed to make any party a partner, servant, agent, employer or employee of the others.

21.1. AREC will not use the Coordinating Authorities’ names to advertise its business or other activities without the Coordinating Authorities’ express prior written permission, and AREC will comply with all terms on which such permission is given.

22. Costs and Taxes.
22.1. Each party will bear its own costs of negotiating, preparing and executing this Agreement.
22.2. AREC will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by AREC under this Agreement.

23. Warranty of Interest.
23.1. AREC warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place AREC in a conflict of interest position with respect to the services to be provided to the Coordinating Authorities.
23.2. If an actual or potential conflict of interest comes to the attention of AREC or NZSAR Secretariat during the term of this Agreement they will notify the Coordinating Authorities, AREC and the NZSAR Council of this immediately.

24. **Waiver.**

24.1. Not exercising, or partially exercising, a right under this Agreement does not waive, or prevent the further or full exercise of, that right.

25. **Force Majeure.**

25.1. Notwithstanding any other provision of this Agreement, non-performance by a party of any of its obligations under this Agreement shall be excused, without liability for non-performance, during the time and to the extent that such performance is prevented, wholly or substantially, by a force majeure event.

25.2. Performance of any obligation affected by a force majeure event shall be resumed as soon as reasonably practicable after the force majeure event has ended or abated. If, by reason of a force majeure event, a party is unable to perform any material obligation under this Agreement for a period of 30 days after the force majeure event occurring, the other parties may, on giving written notice to that party, terminate this Agreement.

**DEFINITIONS AND INTERPRETATION**

26. **Definitions.**

In this Agreement the following definitions apply (unless the context requires otherwise):

A **force majeure event** means an event outside the reasonable control of the party claiming the benefit of the force majeure event, but does not include any event caused by lack of funds for any reason, or an event which the party affected could have prevented or overcome by exercising reasonable care.

**Category I SAROP.** A SAROP coordinated at the local level; including land operations, subterranean operations, river, lake and inland waterway operations and close-to-shore1 marine operations2.

**Category II SAROP.** A SAROP coordinated at the national level; including operations associated with missing aircraft or aircraft in distress and off-shore marine operations within the New Zealand Search and Rescue Region3.

**Confidential Information** includes:

(a) personal and health information about any person;

(b) information relating to the Coordinating Authorities or AREC’s business policies and procedures;

(c) the provisions of this Agreement including the Schedules; and

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1 The nature of ‘close-to-shore’ will vary according to the availability of local resources and the need to task national assets. Typically such operations will be within NZ Territorial Waters (12 nautical miles).

2 Category I SAROPs typically require the use of local personnel and resources and can be carried out efficiently and effectively at the local level.

3 Category II SAROPs typically require the use of national or international resources and may involve coordination with other States.
(d) any other information that the Coordinating Authorities or AREC indicates as being sensitive or confidential.

AREC includes any authorised AREC personnel.

Effective Date means 1 July 2014.

Non-SAROP Activity. Operational activity conducted by a party to this Agreement which is not formally deemed to be a search and rescue operation.

RCCNZ includes any authorised employee of RCCNZ.

Search and Rescue Operation. A Search and Rescue Operation (SAROP) is an operation undertaken by a Coordinating Authority to locate and retrieve persons missing or in distress. The intention of the operation is to save lives, prevent or minimise injuries and remove persons from situations of peril by locating the persons, providing for initial medical care or other needs and then delivering them to a place of safety.

The Coordinating Authorities means Maritime NZ and the New Zealand Police.

Execution and date
Executed as an agreement.

Date:

Signed by

NZART AREC Emergency Funds Trust in the presence of:

) ________________

) Trustee

Witness signature:
Witness name:
Occupation:
Address:
SCHEDULE 1
(CLAUSE 1)

RESPONSE AND SUPPORT SERVICES

RESPONSE SERVICES

1. The response services referred to in clause 1 of this Agreement and provided by AREC to the Coordinating Authorities include:

1.1. The provision of marine search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. AREC is required to:

   1.1.1. Make available to the Coordinating Authorities any and all tracking data from tracking equipment fitted to SAR vessels, vehicles, aircraft or carried at all times where it exists. Where possible the data is to be made available in real time to enable the Coordinating Authorities to task, monitor and assist in search processes.

1.2. The provision of specialist AREC advice to the Coordinating Authorities or other SAR providing agencies on request.

1.3. The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

SUPPORT SERVICES

2. The support services referred to in clause 1 of this Agreement are provided by AREC to the Coordinating Authorities in aid of supporting, developing and maintaining SAR capability for New Zealand. The services include:

2.1. Information. Current details of the AREC organisation, structure and capabilities including contact lists, available equipment and call out procedures. This information is to be accurately maintained and provided to the Coordinating Authorities in an agreed manner, including via the NZSAR Online Resources Database annually. Any changes are to be advised as soon as possible.

2.2. Exercises. Where appropriate and with the prior agreement of AREC and the relevant Coordinating Authority, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures.

2.3. Meetings. AREC will attend and support specialist SAR meetings at the local and national level to facilitate the provision of the Services and to assist in meeting the reporting requirements in Schedule 2. This includes attending NZSAR Consultative Committee meetings and other NZSAR forums on request.
SCHEDULE 2
(CLAUSE 8)

REPORTING AND MONITORING
1. All parties to this Agreement are responsible for and have a part to play in the success of the Agreement and its ongoing management. Effective reporting and monitoring will provide the basis for:
   1.1. the assessment of service delivery;
   1.2. accountability for public money; and
   1.3. informing the Agreement reviews and making decisions about how to proceed at the expiry of the Agreement.

REPORTING REQUIREMENTS
2. AREC will complete the following reporting requirements:
   2.1. Operational reporting, which includes SAROP reporting
   2.2. General reporting
   2.3. Financial reporting
   2.4. Health and Safety reporting in accordance with Schedule 4
3. **Operational Reporting.** AREC will report as soon as practicable using the appropriate (or agreed) SAROP report form to the relevant Coordinating Authority on every occurrence where:
   3.1. AREC provides a SAR response service to a Coordinating Authority;
   3.2. AREC provides expert AREC advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. AREC provides appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.
   3.4. **SAROP Reporting.** This operational level reporting is intended to capture the detail and essence of the SAROP, what occurred, the number and nature of the SAR resources used, its date, time, location and the results of the SAROP.
   3.4.1. For each SAROP conducted by the Coordinating Authorities involving AREC Response Services, provide the Incident Controller(s) (IC) with the information as described in Appendix 1 to this Agreement. The information is to include either the NZ Police event number and/or RCCNZ tasking number.
4. **General Reporting.** In addition to the operational reporting, AREC is required to provide summary reports to the NZSAR Secretariat, on a quarterly and annual basis, for Agreement monitoring and performance measurement purposes.
   4.1. **Summary Reporting.** AREC will report to the NZSAR Council, through the NZSAR Secretariat quarterly and annually on SAR activity, the report to include a summary of:
   4.1.1. The SAROPs in support of Coordinating Authorities conducted over the previous quarter including information, as detailed in Appendix 1, on:
4.1.1.1. The NZ Police event numbers and/or the RCCNZ tasking numbers;
4.1.1.2. SAROP location (latitude/longitude decimal notation);
4.1.1.3. Nature of SAROP (e.g. person overboard);
4.1.1.4. Number at risk / lives saved / lives rescued / lives assisted / number perished / not located;
4.1.1.5. AREC resources used;
4.1.1.6. The number of AREC people used for SAROPs, SAR operational hours and if known, SAR training and administrative hours.

4.1.2. A quarterly summary of non-SAROP activity AREC conducts at the request of Civil Defence and Emergency Management (CDEM). This AREC activity is not that which is typically authorised by a Coordinating Authority.

4.1.3. Any other significant issues or risks (including those relating to organisational capability / culture, relationships) arising during the period or anticipated in a future period and the impacts of these issues/risks;

4.1.4. Updates about organisational information;
4.1.5. AREC participation at SAR related meetings and forums;

4.2. **Local Exercises and Local Meetings.** Advise the local Police District SAR Coordinator of local SAR exercises and local SAR meetings as agreed with the local Police District SAR Coordinator.

4.3. **National Exercises and National Meetings.** Report on national level exercises and meetings with relevance to the NZSAR sector.

4.4. **Resources Database.** Advise the NZSAR Secretariat in writing on 1 July annually that it has audited and updated the AREC information contained within the Online NZSAR Resources Database.

4.5. **Recognition** Nominate relevant AREC members for the NZSAR award as appropriate.

4.6. **Lessons.** Identify and share with the NZSAR Secretariat any “lessons” identified by AREC as a result of SAROPs, training, or SAREXs on occurrence and as they are available.

5. **Financial Reporting.** AREC will report annually to the NZSAR Council, through the NZSAR Secretariat, within three months of the end of each financial year. The report is to include:

5.1. An Annual Report or equivalent, including the audited annual financial statements.

5.2. An independently audited summary of how the SLA funding was applied during the financial year, and how this compares to the letters of intent for the year (this may be a note to the audited annual financial statements, or may be a separate summary).

5.3. Certification by the independent auditor that AREC satisfactorily applied and complied with its written financial management procedures.
5.4. A summary of the “whole of organisation” income for the year, including primary sources (i.e. donation, LGB, Trusts, community, sponsorship etc.), and if specific tags, purposes or regional limitations are placed on funding.

**Reporting Schedule**

<table>
<thead>
<tr>
<th>Report</th>
<th>Due</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAROP Report</td>
<td>Within 7 days post SAROP</td>
<td>Coordinating Authority</td>
</tr>
</tbody>
</table>
| Quarterly SAR Activity Summary Report| • Within 10 working days of 30 Sep  
• Within 15 working days of 31 Dec  
• Within 10 working days of 31 Mar  
• Within 10 working days of 30 Jun | NZSAR Secretariat             |
| Annual SAR Activity Summary Report  | Within 30 working days of 30 Jun                                    | NZSAR Secretariat             |
| Resource Database Report            | Within 10 working days of 30 June                                    | NZSAR Secretariat             |
| Financial Report following Audit    | Within 3 months of 30 Jun                                            | NZSAR Secretariat             |

**Monitoring**

6. All parties have a part to play in monitoring this Agreement.

7. The Coordinating Authorities are responsible for monitoring individual response services, the provision of information and exercise attendance. The Coordinating Authorities or their nominated evaluator shall have the right to observe the operations of AREC under this Agreement, including the delivery of any of its services, and shall have the right to conduct interviews with anyone involved in the operation provided reasonable notice is given to AREC.

8. The NZSAR Secretariat will monitor the Agreement as set out in Table 1, below.
## Monitoring

**Table 1**

<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
</table>
| The provision of expert search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs | • Number of tasking requests and number of SAROPs supported  
• Trained personnel utilised  
• Appropriate equipment utilised  
• Provision of tracking data | • 100% of tasked SAROPs supported  
• 100% of requested support provided  
• 100% appropriately trained personnel used for SAROP  
• 100% appropriate equipment used for SAROP  
• 100% use of appropriate VHF Channel for SAROP  
• 100% live tracking data provided at all times when it exists | • Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each SAROP  
• Information included in quarterly summary submitted to NZSAR Secretariat  
• Information included in annual summary submitted to NZSAR Secretariat |
<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provision of expert AREC advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided</td>
<td>• Specialist AREC advice is made available on request</td>
<td>• Specialist AREC advice is accessible 100% of time on request</td>
<td>• Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert AREC advice is provided</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as directed by the Coordinating Authority</td>
<td>• The provision of trained Incident Management Team Member(s)</td>
<td>• Where they are available, 100% provision of trained Incident Management Team Member(s)</td>
<td>• Appropriately completed SAROP incident report submitted to the Coordinating authority for each time a trained Incident Management Team Member is provided</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Outputs and Outcomes</td>
<td>Related performance measures</td>
<td>Ambition (where appropriate)</td>
<td>Report requirements</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Provide to the NZSAR Secretariat a summary of non-SAR activity AREC conducts that</td>
<td>• Communication to the Coordinating Authorities of other AREC activity (not tasked by the</td>
<td>• 100% of relevant incidents</td>
<td>• Report to NZSAR Secretariat quarterly and annually on non-tasked AREC rescue activity that may prevent persons being put in a distress situation</td>
</tr>
<tr>
<td>may have the effect of preventing persons being put in a distress situation. This</td>
<td>Coordinating Authorities) that may prevent persons being put in a distress situation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AREC activity is not that which is authorised by a Coordinating Authority.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify to the NZSAR Secretariat any SAR related activity that may be suitable</td>
<td>• Number of knowledge management opportunities identified.</td>
<td>100% of relevant knowledge management opportunities identified</td>
<td>As relevant activities suitable for knowledge management are identified they should be passed to the NZSAR Secretariat for sharing.</td>
</tr>
<tr>
<td>for knowledge management capture and sharing.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide the up to date details of the AREC organisation, structure and capabilities</td>
<td>• Current AREC callout contact list available to the Coordinating Authorities</td>
<td>• 100% accurate</td>
<td>• An annual letter from the CEO to the Coordinating Authorities and NZSAR Secretariat that the information in the online Resources Database is up to date</td>
</tr>
<tr>
<td>to include contact lists, available equipment and call out procedures</td>
<td>• Current brief on structure and organisation available to the Coordinating Authorities</td>
<td>• 100% available</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The online Resources Database is kept up to date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outputs and Outcomes</td>
<td>Related performance measures</td>
<td>Ambition (where appropriate)</td>
<td>Report requirements</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td>---------------------</td>
</tr>
</tbody>
</table>
| Where appropriate, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures |  - Number of local area joint training exercises attended  
- Number of national joint training exercises attended |  - 100% of requested participation. |  - To the exercise coordinator as required  
- Information included in quarterly summary submitted to NZSAR Secretariat  
- Information included in annual summary submitted to NZSAR Secretariat |
| AREC will attend and support specialist SAR meetings and forums at the local and national level as appropriate |  - Number of SAR related meetings and forums attended |  - 100% of requested participation |  - Information included in quarterly summary submitted to NZSAR Secretariat  
- Information included in annual summary submitted to NZSAR Secretariat |
| Nominate relevant AREC members for the NZSAR award as appropriate |  - Nomination of AREC members who could be considered for the NZSAR award |  |  - Nominations to use the NZSAR award nomination form |
SCHEDULE 3
(CLAUSE 4)

PAYMENTS

1. It is intended that AREC will be able to provide a predictable level of response for Coordinating Authorities in line with a largely predictable income stream. Payments will also assist with the adequate maintenance and planned depreciation of expensive SAR assets.

2. NZSAR Council (Crown) payments are to be applied toward those activities where the benefits are widely felt and/or less tangible in nature and, hence, less amenable to funding by third parties. Examples of the sorts of activities that could fall into this category include the following:

2.1. The governance and management of AREC.

2.2. Research and analysis aimed at making AREC, and the system as a whole, as efficient and effective as possible.

2.3. Cross agency initiatives, because of the benefits that such initiatives potentially have for the sustainability of the system as a whole.

3. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the AREC national body for SAR services provided in accordance with clause 4.1. It is not intended that payments be used for the remuneration of AREC volunteers but AREC may choose to use a portion for reimbursements and honoraria.

4. AREC may, at its discretion, apply revenue obtained from the Crown under this Agreement to capability building such as depreciation, maintenance and training, as long as services are delivered as expected. AREC acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

5. AREC performs non SAR functions with its people and assets. AREC also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc.

6. Payments are intended to support the availability of the search and rescue personnel and assets for Coordinating Authorities to use when and where they need them. It is expected that some of the payments will be directed at organisational overhead and compliance expenses with the remainder supporting the provision of the agreed SAR services. It is not intended that the payments will meet the full costs for the provision of the agreed SAR services as much of the infrastructure is already in existence and used for non SAR purposes. Payments will be paid in four equal quarterly amounts over the course of the financial year as per the table below.

AREC Payments for FY 2014/15, 2015/16 and 2016/17

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 (Jul – Sep)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 2 (Oct – Dec)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 3 (Jan- Mar)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 4 (Apr – Jun)</td>
<td>$16,250</td>
</tr>
<tr>
<td><strong>Total per annum</strong></td>
<td><strong>$65,000</strong></td>
</tr>
</tbody>
</table>
7. **Letters of Intent.** Within eight weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, the NZSAR Council will provide a letter of intent outlining its priorities where AREC should utilise the SLA funding.

8. Within four weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, AREC will provide the NZSAR Council with a letter of intent outlining how the funding will be utilised to meet the Council’s identified priorities.
SCHEDULE 4  
(CLAUSE 8)

HEALTH AND SAFETY

Police and Rescue Co-ordination Centre New Zealand (RCCNZ)

1. Require AREC to verify their capability to manage health and safety during Search and Rescue (SAR) activities

2. May periodically assess or re-verify the health and safety management capability of AREC and any contractors or subcontractors to AREC, through any means they deem appropriate

3. Will provide AREC with any health and safety information specific to the particular SAR operation for which the AREC’s services are being engaged. This information, where relevant, will be provided at the time of engagement to enable AREC to determine whether they have the capability to undertake the activity safely

AREC

4. Agree to comply with all legal requirements and standards that apply to the provision of the services or assets provided during co-ordinated SAR activities

5. Will develop and maintain systems to manage the health and safety of employees, volunteers, contractors and subcontractors during co-ordinated SAR activities

6. Will ensure that all employees, volunteers, representatives, contractors and subcontractors are properly trained and have the necessary competence to undertake their tasks in a healthy and safe way

7. Will report all serious harm incidents sustained in the course of activities provided under this agreement to the enforcing authority in line with statutory reporting requirements

8. Will report all serious harm incidents sustained in the course of activities provided under this agreement to the NZSAR Secretariat as soon as possible after the event

9. Agree to permit access at a mutually agreed time to the Police, RCCNZ or their nominated representative for the purpose of verifying any aspect of the operators’ activities or systems relevant to meeting the health and safety requirements of this agreement

10. Will report health and safety performance data to NZSAR annually or on request

11. Will participate in the NZSAR Strategic Health and Safety Committee on request

Performance reporting

AREC agrees to report the following information to NZSAR on an annual basis or on request:

12. Number of health and safety incidents recorded over the past 12 months
13. Any health and safety enforcement activity which has occurred over the past 12 months

14. The number of people provided with health and safety training over the past 12 months

15. The results of any internal or external health and safety audits
Appendix 1 – AREC SAROP REPORTING

Information to be captured for each SAROP and summarised quarterly for the NZSAR Secretariat

- **NZ Police event number** - The event number allocated by the NZ Police to Category I SAROPs (i.e. W002495428).
- **RCCNZ tasking number** – The tasking number allocated by RCCNZ to Category II SAROPs (i.e. 1234/09).
- **SAROP location.** The location of where a person or people were rescued from OR, if no rescue occurred, the last known location of the missing person(s).
  - **Land.** Land SAROP locations are to be provided in a format accurate to 100m preceding and include a short written description of the location.
    - Preferred: 14 figure NZTM eastings and northings (for example NZMG 2688290,5992594, Wairangiomai Track Rimutaka Range)
    - Alternate: 6 figure grid reference plus the relevant map sheet number (for example map sheet BJ29 GR 123 456, Eastern side Mt Taranaki, Taranaki).
  - **Marine.** Marine SAROP locations are to be provided in latitude/longitude format accurate to 100m and short written description of the location.
    - Preferred: Decimal degree notation (Degrees with minutes and seconds incorporated as a decimal number and rounded as required i.e. 13.32861° N, 65.45671W).
    - Alternate: Partial decimal notation (Degrees, minutes and seconds expressed as a decimal fraction of minutes: i.e. 13°19.717’ N, 65°14.825’ E)
    - Second Alternate: Standard notation, (Degrees, minutes, seconds i.e. 13°19’43” N, 65°14’53” E)
  - **Nature of SAROP.** A short written description of the SAROP. (For example, hunter missing in Tararua ranges or 12m launch overdue vicinity Raglan with 3 people on board)
• Number at risk. Including the following sub groups:
  o Lives saved: Where, if SAR agencies had not intervened, life would definitely have been lost.
  o Lives rescued: Where SAR agencies locate and rescue a person or people at risk and return them to a safe location.
  o Lives assisted: Where SAR agencies aid a person or people at low risk, but who, if left, would be at risk.
  o Number perished: Where SAR agencies respond to an incident and locate a person or people who have perished.
  o Not Located: Where SAR agencies are unable to locate the person or people at risk.

• Resources used. Significant SAR resources utilised for the SAROP not including people.

• Volunteers numbers. The total number of volunteers used during the SAROP.

• Volunteer hours. The total number of hours volunteers spent conducting the SAROP.
Good afternoon All,

I'd like to introduce you to Roger Girdlestone who is the independent contractor we have hired to review and rewrite (as needed) the Service Level Agreements for the three-year period beginning 1 July 2017.

Roger has been asked to review the existing SLAs to ensure they meet the all-of-government expectations for contracting with NGOs. We have no reason to believe there are any issues with the current SLAs, but this is an opportune time to ask an independent expert to check them on behalf of all of us.

Roger will also be updating the SLAs to reflect any changes as a result of the SAR funding review conducted at the end of 2016.

Roger will be in contact with you all in due course. If you would like to contact Roger in the meantime, his contact details are:

Roger Girdlestone

Regards

Carl van der Meulen

Senior Advisor
New Zealand Search and Rescue Secretariat

c.vandermeulen@nzsar.govt.nz
www.nzsar.govt.nz
www.adventuresmart.org.nz
Hi Don,

As discussed today, a copy of the draft SLA for signing once the registration process is completed.

There are a few minor grammatical changes requested by Police, but they don’t change anything of substance.

The sections that are highlighted in yellow are the additions made flowing out of the recommendations of the AREC Governance Review.

Regards

*Carl van der Meulen*

Senior Advisor
New Zealand Search and Rescue Secretariat
[c.vandermeulen@nzsar.govt.nz](mailto:c.vandermeulen@nzsar.govt.nz)
[www.nzsar.govt.nz](http://www.nzsar.govt.nz)
[www.adventuresmart.org.nz](http://www.adventuresmart.org.nz)
Joint Service Level Agreement
for the provision of search and rescue services

PARTIES
MARITIME NEW ZEALAND a Crown entity continued under the Maritime Transport Act 1994 (incorporating the Rescue Coordination Centre New Zealand as an operating division) ("Maritime NZ")
and
NEW ZEALAND POLICE established under and regulated by the Policing Act 2008 and Policing Regulations 2008 ("the Police")
(collectively referred to as "the Coordinating Authorities")
and
THE SECRETARY FOR TRANSPORT (for and on behalf of the New Zealand Search and Rescue Council) ("NZSAR Council")
and
NZART AREC EMERGENCY FUNDS TRUST a charitable trust registered on 3 June 2009 – registration number CC40559

1. INTRODUCTION

1.1 Effective search and rescue requires the active cooperation of a number of organisations if it is to operate successfully.

1.2 The Parties agree to work together on matters related to Search and Rescue (SAR) and offer advice to each other on matters related to SAR.

1.3 This Service Level Agreement is intended to strengthen the relationship between AREC, the Coordinating Authorities and the NZSAR Council.

1.4 While this document uses formal terms, all parties understand that a sound, cooperative relationship among themselves based on mutual respect and goodwill is central to the conduct of effective search and rescue operations.

2. ROLES AND RESPONSIBILITIES

2.1 The Police are responsible for co-ordinating the conduct of Category I Search and Rescue Operations ("SAROPs") within the New Zealand Search and Rescue Region ("NZSRR").

2.2 Maritime NZ is responsible, pursuant to section 431 of the Maritime Transport Act 1994 and following the issue of Ministerial directions given pursuant to section 14C Civil Aviation Act 1990, for providing Category II Search and Rescue (SAR) Services within the NZSRR as established by international agreements.
2.3 The Rescue Co-ordination Centre New Zealand ("RCCNZ") is the Maritime NZ operational facility responsible for co-ordinating the conduct of Category II SAROPs within the NZSRR.

2.4 The New Zealand Association of Radio Transmitters (NZART) is an incorporated society under the Incorporated Societies Act 1908 having as its principal object the promotion of amateur radio in New Zealand.

2.5 NZART also has as one of its objectives the provision of emergency and other communication services for the authorities as required.

2.6 The constitution of NZART creates a sub-group charged with the management and provision of emergency and other communication services, known as Amateur Radio Emergency Communications ("AREC").

2.7 The NZART AREC Emergency Funds Trust was established as a charitable entity in 2009 as a vehicle through which funding could be directed to support AREC in the provision of emergency and other communication services to the Coordinating Authorities.

2.8 Trustees of the NZART AREC Emergency Funds Trust are to be knowledgeable and conversant with their responsibilities and obligations as trustees.

2.9 AREC provides search and rescue communications services.

2.10 AREC provides search and rescue (SAR) services in response to, and in support of, SAROPs coordinated by the Coordinating Authorities. SAR services include the provision of communications with third parties.

2.11 The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the Council’s behalf in accordance with the Council’s directions.

3. PURPOSE AND OUTCOMES

3.1 The purposes of this Agreement are –

(a) to describe the funding arrangements for supporting, developing, and maintaining SAR capability for New Zealand by AREC, in order to provide SAR services; and

(b) to establish and promote a sound collaborative working relationship based on mutual respect and goodwill between AREC (at the National, regional and local level) and the other Parties, to achieve the agreed outcomes described in clause 3.2.

3.2 The outcomes desired by the Parties to this Agreement are –

(a) that AREC will be a strong and sustainable, well-governed, and robust organisation, which is able to provide efficient and effective SAR services to the Coordinating Authorities on request;
(b) to provide and maintain consistent, effective and efficient delivery of search and rescue communications services increasing the effectiveness of SAROPs to those in distress;

(c) to achieve co-operation between the Parties for training in operational and non-operational duties;

(d) to provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations where AREC have Sections in New Zealand;

(e) to raise public awareness of search and rescue services and enhance the community standing of AREC, Police and RCCNZ.

3.3 This Agreement excludes any non-SAR activities provided by AREC which occur from time to time.

4. LEGISLATIVE COMPLIANCE

4.1 All Parties will comply with the provisions of all statutes, standards, regulations, and rules of any government, local or public authority that may be applicable to the provision of the services and the reporting requirements outlined in Schedules 1 and 2.

4.2 Official Information Act. The Parties acknowledge that the Coordinating Authorities and the Secretary for Transport are subject to the Official Information Act 1982 and that under that Act the Coordinating Authorities and/or the Secretary for Transport may be required to release information about the services and about the Coordinating Authorities’ relationship with AREC. The Coordinating Authorities and the Secretary for Transport will promptly advise AREC of any request received under the Act that relates to AREC’s information and prior to any disclosure under the request.

4.3 AREC will not release information about the Coordinating Authorities, this Agreement or any of the services to a third party unless compelled by a competent authority, in which case it will immediately advise the Coordinating Authorities as to the information released.

4.4 Health and Safety Act. It is recognised and acknowledged that all Parties to this Agreement are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015. The Parties’ obligations under this Act are contained in Schedule 4.

5. MINISTERIAL INSTRUCTIONS

5.1 Notwithstanding anything to the contrary in this Agreement, the Coordinating Authorities may at any time vary the terms of this Agreement to give effect to the instructions of the Minister(s) of the Crown at the time responsible for the Coordinating Authorities. The Coordinating Authorities must give AREC at least three months' notice in writing of the variation.
6. EFFECT OF THIS AGREEMENT

6.1 Nothing in this Agreement shall make any Party liable for the actions of the others.

6.2 The provisions in this Agreement are to be read subject to any Chief Executive or Cabinet directives, and any enactment.

6.3 Where there are changes to Government policy or, for RCCNZ, decisions of Maritime NZ, which affect the purpose and functions of this Agreement, the Party having knowledge of the changes agrees to inform the others of those changes at the earliest possible time afterwards and agrees to meet to re-negotiate if necessary any aspects of this Agreement.

7. SERVICES

7.1 From time to time, and as required, AREC will where possible make available and provide to the Coordinating Authorities the response services and support services as outlined in Schedule 1. The services are to be provided to the Coordinating Authorities’ and AREC’s agreed best practice standard.

7.2 AREC will comply with the reporting requirements outlined in Schedule 2.

7.3 Failure to deliver services: If either of the Coordinating Authorities or the NZSAR Council considers on reasonable grounds that the services or reporting (or any of them) have not been completed in accordance with AREC’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

(a) require AREC to remedy the deficiency at AREC’s cost;

(b) withhold payment until the deficiency has been remedied; and/or

(c) if the deficiency is not or cannot be remedied, deduct an appropriate amount from a payment under clause 11.1.

8. RELATIONSHIP AGREEMENT

8.1 Not applicable to this Service Level Agreement with AREC.

9. TERM OF AGREEMENT

9.1 This Agreement commences on the Effective Date and runs for a term of three years until 30 June 2020, unless terminated earlier.

9.2 Right of Renewal: This Agreement may be extended on the same terms and conditions by agreement in writing among the Parties for a further term of three years from 1 July 2020.
10. REVIEW

10.1 This Agreement will be reviewed by the Parties (as represented by the General Manager Safety Services (MNZ); the National Coordinator SAR (Police); the NZSAR Secretariat Manager; and the National Director of AREC, or their nominees, at least three months prior to the termination date and at any other time if requested in writing by any Party.

10.2 The terms of the review will be discussed and agreed by the Parties at the start of the review and may include a review of Schedules 1, 2, 3 and 4, and Appendix 1.

11. FEES AND PAYMENT

11.1 The Secretary for Transport will pay AREC for the provision of the services (including the completion of the reporting requirements) as described in Schedules 1 and 2, in accordance with Schedule 3.

12. APPLICATION OF PAYMENTS

12.1 As Crown funding, these payments should be applied to those activities where the benefits are widely felt and/or less tangible in nature and, hence, less amenable to funding by third parties. These include:

(a) The governance and management of AREC;
(b) Research and analysis;
(c) Cross agency initiatives.
(d) NZSAR Council priorities as outlined in the annual letter of intent (Schedule 3 clause 9).

13. DISCLOSURE

13.1 AREC will inform the Coordinating Authorities as soon as practicable of any emerging, imminent or present threat to its capacity to deliver the Services.

14. REPORTING

14.1 AREC will meet reporting requirements in accordance with Schedules 2 and 4:

(a) **Operational**: AREC will meet the operational reporting requirements in accordance with Schedule 2.

(b) **General**: AREC will meet the general reporting requirements in accordance with Schedule 2.

(c) **Financial and audit**: AREC will ensure that the annual financial statements of AREC are audited by a qualified auditor. The auditor's
report and annual accounts are to be supplied to the NZSAR Council as soon as practicable after its receipt by AREC.

(d) AREC authorises and will direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

(e) AREC will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.

(f) **Health and Safety:** AREC will meet health and safety obligations and reporting requirements in accordance with Schedule 4.

### 15. INFORMATION AND CONFIDENTIALITY

15.1 For the purposes of this clause, "Confidential Information" means:

(a) personal and health information about any person;

(b) information relating to the Coordinating Authorities’ or AREC’s business policies and procedures, personnel, records, dealings, or strategies;

(c) the provisions of this Agreement including the Schedules; and

(d) any other information that the Coordinating Authorities or AREC indicate as being sensitive or confidential;

but does not include any information which:

(e) at the time it was disclosed, is generally available to, and known by, the public (other than as a result of a disclosure directly or indirectly by the Party with whom it is shared or anyone associated with it); or

(f) was available to, and legally and properly obtained by, the Party with whom it is shared on a non-confidential basis from a source other than the Party sharing it or its advisers, agents, officers or employees; or

(g) has been independently acquired or developed by the Party with whom it is shared without violating any of its obligations under this Agreement or by law without the use of any Confidential Information.

15.2 AREC, Maritime NZ (RCCNZ) and Police will share information in order to enhance community safety, subject to applicable law.

15.3 Police and Maritime NZ (RCCNZ) will supply information to AREC on request to support reporting requirements of this Agreement.

15.4 Subject to law, (for example but not limited to the Official Information Act and the Privacy Act), all information obtained by the Parties, their employees, representatives, volunteers or agents in the course of the performance of search and rescue services must be treated as Confidential. Confidential Information may not be divulged to any persons, media representatives, firms
or corporations other than under clause 4.3, or as otherwise approved by the Coordinating Authorities.

15.5 Subject to law, the Parties will limit access to all Confidential Information to those of their employees, representatives or agents who reasonably require such information for the purposes of performing search and rescue services and will ensure that all such persons comply with the confidentiality obligations in this Agreement.

16. COMMUNICATION AND MEDIA STRATEGIES

16.1 A Party will immediately advise the other Parties if it becomes aware of any issue about the operation or management of this Agreement that has or may have media or public interest.

16.2 A Party will advise the other Parties as soon as possible if it issues to the media or any member of the public any oral or written statement about the operation of this Agreement.

16.3 A Party may comment to the media, a member of the public, or on social media, on the activity and performance of their own organisation in relation to the provision of their services, but may only make any comments about another Party with regard to their respective activities or performance in accordance with the operational policies and processes.

17. VARIATIONS

17.1 Any Party may seek a variation to this Agreement by advising the other Parties in writing. Any proposed variations will be subject to discussion among the Parties and will only be effective if agreed in writing.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Subject to clause 18.2, AREC may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

18.2 AREC may subcontract or assign any aspect of the reporting requirement outlined in Schedule 2 to any other party if the subcontractor or assignee:

(a) is suitably qualified;

(b) complies with all of the terms and conditions of this Agreement relating to the reporting requirement; and

(c) the Coordinating Authorities and the NZSAR Council are notified of the subcontract or assignment.
19. DISPUTE RESOLUTION

19.1 All issues, disputes and differences between the Parties in relation to the interpretation or performance of this Agreement shall, in the first instance, be attempted to be resolved at the earliest opportunity, locally with local representatives or managers attempting resolution within 14 days of notification of the issue, dispute or difference.

19.2 All Parties undertake to use their best endeavours to resolve any dispute or difference between them by negotiation before utilising appropriate alternative dispute resolution techniques.

19.3 If any dispute or difference arises as to the interpretation of this Agreement or as to any matter arising out of or in connection with this Agreement then any Party may by notice in writing served on the other Parties inform the other Parties of the details of the dispute or difference.

19.4 If the Parties are unable to resolve the dispute or difference by negotiation within 28 days of the date of notice served in clause 19.3, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties.

19.5 If the dispute or difference remains unresolved after mediation (or after negotiation if there is no mediation), then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.

19.6 All Parties are expected to continue to perform their respective obligations under this Agreement during the resolution of any dispute or difference.

19.7 The Parties will share the costs of the mediation or arbitration equally or as determined by the arbitrators.

20. TERMINATION

20.1 Either the Coordinating Authorities or AREC may terminate this Agreement by giving three months' notice in writing or as provided in clause 28.2.

20.2 In the event of termination, a payment of refund or a final invoice will be made by or rendered to AREC to account for any fees paid or due on a pro rata basis.

21. NOTICES

21.1 The addresses for notices in respect of this Agreement shall be:

Amateur Radio Emergency Communications
Name: National Director
Address: TO BE PROVIDED
Telephone:
Maritime New Zealand
Name: Manager RCCNZ & Safety Services (MNZ)
Address: Rescue Co-ordination Centre New Zealand
         Avalon TV Studios
         Percy Cameron St
         Lower Hutt 5040
Fax number: 04 577 8041
Telephone 04 577 8034

New Zealand Police
Name: National Coordinator Search and Rescue
Address: Police National Headquarters
         180 Molesworth St
         Thorndon
         Wellington
Facsimile: 04 498 7406
Telephone: 04 474 9499

New Zealand Search and Rescue Council (for the Secretary for Transport)
Name: NZSAR Secretariat Manager
Address: Level 6, Westpac House
         318 Lambton Quay
         Wellington 6011
Facsimile: 04 439 9002
Telephone: 021 249 0463

22. SURVIVAL

22.1 On termination or expiry of this Agreement, all clauses relating to
Confidentiality, Reporting, Official Information Act and Media will continue in
full force and effect.

23. STATUS OF THE PARTIES

23.1 AREC acknowledges that it is an independent contractor to the Coordinating
Authorities and the NZSAR Council and nothing in this Agreement may be
construed to make any Party a partner, servant, agent, employer or employee
of the others.
24. ADVERTISING

24.1 AREC will not use the Coordinating Authorities’ names to advertise its business or other activities without the Coordinating Authorities’ express prior written permission, and AREC will comply with all terms on which such permission is given.

25. COSTS AND TAXES

25.1 Each Party will bear its own costs of negotiating, preparing and executing this Agreement.

25.2 AREC will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by AREC under this Agreement.

26. WARRANTY OF INTEREST

26.1 AREC warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place AREC in a conflict of interest position with respect to the services to be provided to the Coordinating Authorities.

26.2 If an actual or potential conflict of interest comes to the attention of AREC or NZSAR Secretariat during the term of this Agreement they will notify the Coordinating Authorities, and the NZSAR Council of this immediately.

27. WAIVER

27.1 Not exercising, or partially exercising, a right under this Agreement does not waive, or prevent the further or full exercise of, that right.

28. FORCE MAJEURE

28.1 Notwithstanding any other provision of this Agreement, non-performance by a Party of any of its obligations under this Agreement shall be excused, without liability for non-performance, during the time and to the extent that such performance is prevented, wholly or substantially, by a force majeure event.

28.2 Performance of any obligation affected by a force majeure event shall be resumed as soon as reasonably practicable after the force majeure event has ended or abated. If, by reason of a force majeure event, a Party is unable to perform any material obligation under this Agreement for a period of 30 days after the force majeure event occurring, the other Parties may, on giving written notice to that Party, terminate this Agreement.
29. DEFINITIONS

29.1 In this Agreement (including the Schedules) the following definitions apply (unless the context requires otherwise):

(a) **AREC**: includes any authorised AREC personnel.

(b) **Category I SAROP**: A SAROP coordinated at the local level; including land operations, subterranean operations, river, lake and inland waterway operations and close-to-shore\(^1\) marine operations\(^2\).

(c) **Category II SAROP**: A SAROP coordinated at the national level; including operations associated with missing aircraft or aircraft in distress and off-shore marine operations within the New Zealand Search and Rescue Region\(^3\).

(d) **Confidential Information**: includes:
   - personal and health information about any person;
   - information relating to the Coordinating Authorities or AREC's business policies and procedures;
   - the provisions of this Agreement including the Schedules; and
   - any other information that the Coordinating Authorities or AREC indicates as being sensitive or confidential.

(e) **Effective Date**: means 1 July 2017.

(f) **Force majeure event**: means an event outside the reasonable control of the Party claiming the benefit of the force majeure event, but does not include any event caused by lack of funds for any reason, or an event which the Party affected could have prevented or overcome by exercising reasonable care.

(g) **Non-SAROP Activity**: Operational activity conducted by a Party to this Agreement which is not formally deemed to be a search and rescue operation.

(h) **RCCNZ**: includes any authorised employee of RCCNZ.

(i) **SAREX**: means a search and rescue training exercise.

(j) **Search and Rescue Operation** or **SAROP**: A Search and Rescue Operation (SAROP) is an operation undertaken by a Coordinating Authority to locate and retrieve persons missing or in distress. The intention of the operation is to save lives, prevent or minimise injuries and remove persons from situations of peril by locating the persons,

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\(^1\) The nature of ‘close-to-shore’ will vary according to the availability of local resources and the need to task national assets. Typically such operations will be within NZ Territorial Waters (12 nautical miles).

\(^2\) Category I SAROPs typically require the use of local personnel and resources and can be carried out efficiently and effectively at the local level.

\(^3\) Category II SAROPs typically require the use of national or international resources and may involve coordination with other States.
providing for initial medical care or other needs and then delivering them to a place of safety.

(k) **The Coordinating Authorities** means Maritime NZ and the New Zealand Police.

**SCHEDULES TO THIS AGREEMENT**

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EXECUTION AND DATE
Executed as an agreement.

Signed by the NZART and AREC appointed Trustees of the
NZART AREC Emergency Funds Trust
in the presence of:

NZART Trustee

AREC Trustee

Witness signature:
Witness name:
Occupation:
Address:

Signed by
Maritime New Zealand
in the presence of:

Chairperson/Authorised signatory

Witness signature:
Witness name:
Occupation:
Address:
Signed by  
New Zealand Police  
in the presence of:  
Commissioner/Authorised signatory  
Witness signature:  
Witness name:  
Occupation:  
Address:

Signed by  
The Secretary for Transport (for and on behalf of the New Zealand Search and Rescue Council)  
in the presence of:  
Secretary/Authorised signatory  
Witness signature:  
Witness name:  
Occupation:  
Address:
SCHEDULE 1: RESPONSE AND SUPPORT SERVICES (Clause 7)

Response services

1. The response services referred to in clause 7 of this Agreement and provided by AREC to the Coordinating Authorities include:

   1.1. The provision of search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. AREC is required to:

      1.1.1. Make available to the Coordinating Authorities any and all tracking data from tracking equipment fitted to SAR vessels, vehicles, aircraft or carried at all times where it exists. Where possible the data is to be made available in real time to enable the Coordinating Authorities to task, monitor and assist in search processes;

      1.2. The provision of specialist AREC advice to the Coordinating Authorities or other SAR providing agencies on request;

      1.3. The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

Support services

2. The support services referred to in clause 7 of this Agreement are provided by AREC to the Coordinating Authorities in aid of supporting, developing and maintaining SAR capability for New Zealand. The services include:

   2.1. Information. Current details of the AREC organisation, structure and capabilities including contact lists, available equipment and call out procedures. This information is to be accurately maintained and provided to the Coordinating Authorities in an agreed manner, including via the NZSAR Online Resources Database annually. Any changes are to be advised as soon as possible.

   2.2. Exercises. Where appropriate and with the prior agreement of AREC and the relevant Coordinating Authority, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures.

   2.3. Meetings. AREC will attend and support specialist SAR meetings at the local and national level to facilitate the provision of the Services and to assist in meeting the reporting requirements in Schedule 2. This includes attending NZSAR Consultative Committee meetings and other NZSAR forums on request.
SCHEDULE 2: REPORTING AND MONITORING (Clause 14)

Purpose of reporting
1. All parties to this Agreement are responsible for and have a part to play in the success of the Agreement and its ongoing management. Effective reporting and monitoring will provide the basis for:
   1.1. The assessment of service delivery;
   1.2. Accountability for public money; and
   1.3. Informing the Agreement reviews and making decisions about how to proceed at the expiry of the Agreement.

Reporting requirements
2. AREC will complete the following reporting requirements:
   2.1. Operational reporting, which includes SAROP reporting
   2.2. General reporting
   2.3. Financial reporting
   2.4. Health and Safety reporting in accordance with Schedule 4.

Operational Reporting
3. AREC will report as soon as practicable using the appropriate (or agreed) SAROP report form to the relevant Coordinating Authority on every occurrence where:
   3.1. AREC provides a SAR response service to a Coordinating Authority;
   3.2. AREC provides expert AREC advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. AREC provides appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

3.4. SAROP Reporting. This operational level reporting is intended to capture the detail and essence of the SAROP, what occurred, the number and nature of the SAR resources used, its date, time, location and the results of the SAROP.
   3.4.1. For each SAROP conducted by the Coordinating Authorities involving AREC Response Services, AREC provides the Incident Controller(s) (IC) with the information as described in Appendix 1 to this Agreement. The information is to include either the NZ Police event number and/or RCCNZ tasking number.

General and Summary Reporting
4. General Reporting. In addition to the operational reporting, AREC is required to provide summary reports to the NZSAR Secretariat, on a quarterly and annual basis, for Agreement monitoring and performance measurement purposes.
5. **Summary Reporting.** AREC will report to the NZSAR Council, through the NZSAR Secretariat quarterly and annually on SAR activity, the report to include a summary of:

5.1. The SAROPs in support of Coordinating Authorities conducted over the previous quarter including information, as detailed in Appendix 1, on:

5.1.1. The NZ Police event numbers and/or the RCCNZ tasking numbers;
5.1.2. SAROP location (latitude/longitude decimal notation);
5.1.3. Nature of SAROP (e.g. person overboard);
5.1.4. Number at risk / lives saved / lives rescued / lives assisted / number perished / not located;
5.1.5. AREC resources used;
5.1.6. The number of AREC people used for SAROPs, SAR operational hours and if known, SAR training and administrative hours.

5.2. A quarterly summary of non-SAROP activity AREC conducts at the request of Civil Defence and Emergency Management (CDEM) or the Ministry of Primary Industries (MPI). This AREC activity is not that which is typically authorised by a Coordinating Authority.

5.3. Any other significant issues or risks (including those relating to organisational capability / culture, relationships) arising during the period or anticipated in a future period and the impacts of these issues/risks;

5.4. Updates about organisational information;

5.5. AREC participation at SAR related meetings and forums;

6. **Local Exercises and Local Meetings.** AREC will advise the local Police District SAR Coordinator of local SAR exercises and local SAR meetings as agreed with the local Police District SAR Coordinator.

7. **National Exercises and National Meetings.** AREC will report on national level exercises and meetings with relevance to the NZSAR sector.

8. **Resources Database.** AREC will advise the NZSAR Secretariat in writing within 10 working days of 30 June annually that it has audited and updated the AREC information contained within the Online NZSAR Resources Database.

9. **Equipment Register.** AREC will maintain a register of radio equipment purchased with Crown funding, and will provide a copy of the register to the NZSAR Secretariat within 10 working days of 30 June annually.

10. **Recognition.** AREC will nominate relevant AREC members for the NZSAR award as appropriate.

11. **Lessons.** AREC will identify and share with the NZSAR Secretariat any “lessons” identified by AREC as a result of SAROPs, training, or SAREXs on occurrence and as they are available.

12. **Financial Reporting.** AREC will report annually to the NZSAR Council, through the NZSAR Secretariat, within three months of the end of each financial year. The report is to include:

12.1. An Annual Report or equivalent, including the audited annual financial statements.

12.2. An independently audited summary of how the SLA funding was applied during the financial year, and how this compares to the letters of intent for
the year (schedule 3 clause 8) (this may be a note to the audited annual financial statements, or may be a separate summary).

12.3. Certification by the independent auditor that AREC satisfactorily applied and complied with its written financial management procedures.

12.4. Certification by the independent auditor that AREC has complied with all requirements of the Incorporated Societies Act 1908.

12.5. A summary of the “whole of organisation” income for the year, including primary sources (i.e. donation, LGB, Trusts, community, sponsorship etc.), and if specific tags, purposes or regional limitations are placed on funding.

13. Trustees. AREC will advise the NZSAR Council, through the NZSAR Secretariat, whether the current Trustees are knowledgeable and conversant with their obligations. This advice will be provided annually within 10 working days of 30 June, and within 10 working days of the appointment of a new trustee.

**Reporting**

**Table 1**

<table>
<thead>
<tr>
<th>Report</th>
<th>Due</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reply to Letter of Intent (Schedule 3 clause 8)</td>
<td>By 20 working days prior to 1 July</td>
<td>NZSAR Council</td>
</tr>
<tr>
<td>SAROP Report</td>
<td>Within 7 days post SAROP</td>
<td>Coordinating Authority</td>
</tr>
<tr>
<td>Quarterly SAR Activity Summary Report</td>
<td>• Within 10 working days of 30 Sep</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td>• Within 15 working days of 31 Dec</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Within 10 working days of 31 Mar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Within 10 working days of 30 Jun</td>
<td></td>
</tr>
<tr>
<td>Annual SAR Activity Summary Report</td>
<td>Within 30 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Resource Database Report</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Equipment Register</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Financial Report following Audit</td>
<td>Within 3 months of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Trustees</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td>Within 10 working days of the appointment of a new trustee</td>
<td></td>
</tr>
</tbody>
</table>

**Monitoring**

14. All parties have a part to play in monitoring the carrying-out of this Agreement.

15. The Coordinating Authorities are responsible for monitoring individual response services, the provision of information and exercise attendance. The Coordinating Authorities or their nominated evaluator shall have the right to
observe the operations of AREC under this Agreement, including the delivery of any of its services, and shall have the right to conduct interviews with anyone involved in the operation provided reasonable notice is given to AREC.

16. The NZSAR Secretariat will monitor the Agreement as set out in Table 2, below.
### Table 2

<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
</table>
| The provision of expert search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs | - Number of tasking requests and number of SAROPs supported  
- Trained personnel utilised  
- Appropriate equipment utilised  
- Provision of tracking data                                         | - 100% of tasked SAROPs supported  
- 100% of requested support provided  
- 100% appropriately trained personnel used for SAROP  
- 100% appropriate equipment used for SAROP  
- 100% live tracking data provided at all times when it exists | - Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each SAROP  
- Information included in quarterly summary submitted to NZSAR Secretariat  
- Information included in annual summary submitted to NZSAR Secretariat |
| The provision of expert AREC advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided | - Specialist AREC advice is made available on request                                            | - Specialist AREC advice is accessible 100% of time on request                            | - Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert AREC advice is provided  
- Information included in quarterly summary submitted to NZSAR Secretariat  
- Information included in annual summary submitted to NZSAR Secretariat |
<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as directed by the Coordinating Authority</td>
<td>• The provision of trained Incident Management Team Member(s)</td>
<td>• Where they are available, 100% provision of trained Incident Management Team Member(s)</td>
<td>• Appropriately completed SAROP incident report submitted to the Coordinating authority for each time a trained Incident Management Team Member is provided</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Provide to the NZSAR Secretariat a summary of non-SAR activity AREC conducts that may have the effect of preventing persons being put in a distress situation. This AREC activity is not that which is authorised by a Coordinating Authority.</td>
<td>• Communication to the Coordinating Authorities of other AREC activity (not tasked by the Coordinating Authorities) that may prevent persons being put in a distress situation</td>
<td>• 100% of relevant incidents</td>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Identify to the NZSAR Secretariat any SAR related activity that may be suitable for knowledge management capture and sharing.</td>
<td>• Number of knowledge management opportunities identified.</td>
<td>• 100% of relevant knowledge management opportunities identified</td>
<td>• Report to NZSAR Secretariat quarterly and annually on non-tasked AREC rescue activity that may prevent persons being put in a distress situation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outputs and Outcomes</td>
<td>Related performance measures</td>
<td>Ambition (where appropriate)</td>
<td>Report requirements</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Provide the up to date details of the AREC organisation, structure and capabilities to include contact lists, available equipment and call out procedures</td>
<td>• Current AREC callout contact list available to the Coordinating Authorities &lt;br&gt; • Current brief on structure and organisation available to the Coordinating Authorities &lt;br&gt; • The online Resources Database is kept up to date</td>
<td>• 100% accurate &lt;br&gt; • 100% available</td>
<td>• An annual letter from the CEO to the Coordinating Authorities and NZSAR Secretariat that the information in the online Resources Database is up to date</td>
</tr>
<tr>
<td>Where appropriate, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures</td>
<td>• Number of local area joint training exercises attended &lt;br&gt; • Number of national joint training exercises attended</td>
<td>• 100% of requested participation</td>
<td>• To the exercise coordinator as required &lt;br&gt; • Information included in quarterly summary submitted to NZSAR Secretariat &lt;br&gt; • Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>AREC will attend and support specialist SAR meetings and forums at the local and national level as appropriate</td>
<td>• Number of SAR related meetings and forums attended</td>
<td>• 100% of requested participation</td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat &lt;br&gt; • Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Nominate relevant AREC members for the NZSAR award as appropriate</td>
<td>• Nomination of AREC members who could be considered for the NZSAR award</td>
<td></td>
<td>• Nominations to use the NZSAR award nomination form</td>
</tr>
</tbody>
</table>
SCHEDULE 3: PAYMENTS (Clause 11)

1. It is intended that AREC will be able to provide a predictable level of response for Coordinating Authorities in line with a largely predictable income stream. Payments will also assist with the adequate maintenance and planned depreciation of expensive SAR assets.

2. NZSAR Council (Crown) payments are to be applied toward those activities where the benefits are widely felt and/or are less tangible in nature and, hence, less amenable to funding by third parties. Examples of the sorts of activities that could fall into this category include the following:
   2.1. The governance and management of AREC.
   2.2. Research and analysis aimed at making AREC, and the system as a whole, as efficient and effective as possible.
   2.3. Cross agency initiatives, because of the benefits that such initiatives potentially have for the sustainability of the system as a whole.

3. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the AREC national body for SAR services provided in accordance with clause 11. It is not intended that payments be used for the remuneration of AREC volunteers but AREC may choose to use a portion for reimbursements and honoraria.

4. AREC may, at its discretion, apply revenue obtained from the Crown under this Agreement to capability building such as depreciation, maintenance and training, as long as services are delivered as expected. AREC acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

5. AREC performs non-SAR functions with its people and assets. AREC also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc.

6. Payments are intended to support the availability of the search and rescue personnel and assets for Coordinating Authorities to use when and where they need them. It is expected that some of the payments will be directed at organisational overhead and compliance expenses with the remainder supporting the provision of the agreed SAR services. It is not intended that the payments will meet the full costs for the provision of the agreed SAR services as much of the infrastructure is already in existence and used for non-SAR purposes. Payments will be paid in four equal quarterly amounts over the course of the financial year as per the table below.

AREC Payments for FY 2017/18, 2018/19 and 2019/20

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 (Jul – Sep)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 2 (Oct – Dec)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 3 (Jan- Mar)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 4 (Apr – Jun)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Total per annum</td>
<td>$65,000</td>
</tr>
</tbody>
</table>
7. **Letters of Intent.** Within eight weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, the NZSAR Council will provide a letter of intent outlining its priorities where AREC should utilise the SLA funding.

8. Within four weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, AREC will reply to the NZSAR Council’s Letter of Intent. This reply will outline how AREC intends to utilise the SLA funding for that Financial Year. The reply should:

8.1. Address the identified priorities provided in the NZSAR Council’s Letter of Intent;

8.2. Include an itemised budget of how AREC intends to utilise the SLA funding for the Financial Year.
SCHEDULE 4: HEALTH AND SAFETY (Clause 4.4)

1. It is recognised and acknowledged that all parties to this Agreement are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015 (the Act).

2. Under the Act each of the parties to this Agreement is a “Person Conducting a Business or Undertaking (PCBU)” with respect to SAR operations and training.

3. Each PCBU owes a primary duty of care, under the Act, to SAR staff – both volunteers and paid staff.

4. The primary duty of care requires all PCBUs to ensure, so far as is reasonably practicable:
   4.1. the health and safety of its workers or those workers who are influenced or directed by the PCBU. This includes all SAR staff and volunteers;
   4.2. that the health and safety of other people is not put at risk from work carried out as part of the conduct of the business or undertaking.

5. The PCBU’s specific obligations are, so far as is reasonably practicable:
   5.1. providing and maintaining a work environment that is without risks to health and safety;
   5.2. providing and maintaining safe equipment and systems of work;
   5.3. providing adequate facilities at work for the welfare of workers, including ensuring access to those facilities;
   5.4. providing information, training, instruction or supervision necessary to protect workers and others from risks to their health and safety;
   5.5. monitoring the health of workers and the conditions at the workplace for the purpose of preventing illness or injury.

6. The parties to this Agreement will ensure that all personnel engaged in SAR activities do so under the auspices of an effective health and safety management system consistent with accepted standards and legislation.

7. The parties agree that all SAR personnel engaged in SAR activities may abandon or suspend a SAR operation, or decline to accept a SAR tasking, should they feel that their health and safety is at risk.

8. During a SAROP (or a SAREX with multiple SAR agencies), the parties will have overlapping duties of care depending on the circumstances. Each PCBU must discharge its duty to the extent it has the “ability to influence and control the matter”. The parties agree to consult, cooperate and coordinate as multiple PCBUs to ensure the safety of all involved in these situations.

9. AREC will establish and maintain a fit-for-purpose and effective Safety Management System covering all of the SAR activities of AREC volunteers.

10. During the term of this Agreement, AREC will:
   10.1. provide the coordinating authorities with an independent audit of the AREC Safety Management System at least every two years;
   10.2. ensure SAR volunteers receive adequate training in the principles of health and safety generally and the use of the AREC Safety Management System in particular;
10.3. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to WorkSafe NZ in line with statutory reporting requirements;

10.4. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to the coordinating authorities as soon as possible after the event, and to the NZSAR Secretariat at the next NZSAR Strategic Health and Safety Committee meeting;

10.5. agree to permit access at a mutually agreed time to the Police, RCCNZ, or their nominated representative for the purpose of verifying any aspect of the operators' activities or systems relevant to meeting the health and safety requirements of this Agreement;

10.6. report health and safety performance data to the Coordinating Authorities and NZSAR annually or on request as follows:

10.6.1. number of health and safety incidents recorded over the past 12 months;

10.6.2. any health and safety enforcement activity which has occurred over the past 12 months;

10.6.3. the number of people provided with health and safety training over the past 12 months;

10.6.4. the results of any internal or external health and safety audits.

10.7. share 'lessons learnt' with the Coordinating Authorities and NZSAR on an ongoing basis;

10.8. participate in the NZSAR Strategic Health and Safety Committee and any other inter-agency health and safety forums as appropriate.
APPENDIX 1: SAROP REPORTING

Information to be captured for each SAROP and summarised quarterly for the NZSAR Secretariat –

- **NZ Police event number.** The event number allocated by the NZ Police to Category I SAROPs (i.e. W002495428).

- **RCCNZ tasking number.** The tasking number allocated by RCCNZ to Category II SAROPs (i.e. 1234/09).

- **SAROP location.** The location of where a person or people were rescued from OR, if no rescue occurred, the last known location of the missing person(s).
  
  - **Land.** Land SAROP locations are to be provided in a format accurate to 100m preceded and include a short written description of the location.
    
    - **Preferred:** 14 figure NZTM eastings and northings (for example NZMG 2688290,5992594, Wairongiomai Track, Rimutaka Range)
    
    - **Alternate:** 6 figure grid reference plus the relevant map sheet number (for example map sheet BJ29 GR 123 456, Eastern side Mt Taranaki, Taranaki)

  - **Marine.** Marine SAROP locations are to be provided in latitude/longitude format accurate to 100m and short written description of the location.
    
    - **Preferred:** Decimal degree notation (Degrees with minutes and seconds incorporated as a decimal number and rounded as required i.e. 13.32861° N, 65.45671W).
    
    - **Alternate:** Partial decimal notation (Degrees, minutes and seconds expressed as a decimal fraction of minutes: i.e. 13°19.717′ N, 65°14.825′ E)
    
    - **Second Alternate:** Standard notation, (Degrees, minutes, seconds i.e. 13°19′43″ N, 65°14′53″ E)

- **Nature of SAROP.** A short written description of the SAROP. (For example, hunter missing in Tararua ranges or 12m launch overdue vicinity Raglan with 3 people on board)
• **Number at risk.** Including the following sub groups:
  o **Lives saved:** Where, if SAR agencies had not intervened, life would definitely have been lost.
  o **Lives rescued:** Where SAR agencies locate and rescue a person or people at risk and return them to a safe location.
  o **Lives assisted:** Where SAR agencies aid a person or people at low risk, but who, if left, would be at risk.
  o **Number perished:** Where SAR agencies respond to an incident and locate a person or people who have perished.
  o **Not Located:** Where SAR agencies are unable to locate the person or people at risk.

• **Resources used.** Significant SAR resources utilised for the SAROP not including people.

• **Volunteers numbers.** The total number of volunteers used during the SAROP.

• **Volunteer hours.** The total number of hours volunteers spent conducting the SAROP.
Hi Geoff and Stuart,

Attached is the proposed final version of the SLA for AREC. This was reviewed by all parties back in January this year, and the few suggested changes from Police (and a couple of edits from myself) are shown as trackchanges.

I plan to start the signoff process later this week. Can you please advise if you have any reasons why this couldn't be signed by yourselves?

Regards

Carl van der Meulen
Senior Advisor
New Zealand Search and Rescue Secretariat

c.vandermeulen@nzsar.govt.nz
www.nzsar.govt.nz
www.adventuresmart.org.nz
Joint Service Level Agreement
for the provision of search and rescue services

PARTIES

MARITIME NEW ZEALAND a Crown entity continued under the Maritime Transport Act 1994 (incorporating the Rescue Coordination Centre New Zealand as an operating division) (“Maritime NZ”)
and

NEW ZEALAND POLICE established under and regulated by the Policing Act 2008 and Policing Regulations 2008 (“the Police”) (collectively referred to as “the Coordinating Authorities”)
and

THE SECRETARY FOR TRANSPORT (for and on behalf of the New Zealand Search and Rescue Council) (“NZSAR Council”)
and

NZART AREC EMERGENCY FUNDS TRUST a charitable trust registered on 17 August 2018 3 June 2009 – registration number CC565640669

1. INTRODUCTION

1.1 Effective search and rescue requires the active cooperation of a number of organisations if it is to operate successfully.

1.2 The Parties agree to work together on matters related to Search and Rescue (SAR) and offer advice to each other on matters related to SAR.

1.3 This Service Level Agreement is intended to strengthen the relationship between AREC, the Coordinating Authorities and the NZSAR Council.

1.4 While this document uses formal terms, all parties understand that a sound, cooperative relationship among themselves based on mutual respect and goodwill is central to the conduct of effective search and rescue operations.

2. ROLES AND RESPONSIBILITIES

2.1 The Police are responsible for co-ordinating the conduct of Category I Search and Rescue Operations (“SAROPs”) within the New Zealand Search and Rescue Region (“NZSRR”).

2.2 Maritime NZ is responsible, pursuant to section 431 of the Maritime Transport Act 1994 and following the issue of Ministerial directions given pursuant to section 14C Civil Aviation Act 1990, for providing Category II Search and Rescue (SAR) Services within the NZSRR as established by international agreements.
2.3 The Rescue Co-ordination Centre New Zealand ("RCCNZ") is the Maritime NZ operational facility responsible for co-ordinating the conduct of Category II SAROPs within the NZSRR.

2.4 The New Zealand Association of Radio Transmitters ("NZART") is an incorporated society under the Incorporated Societies Act 1908 having as its principal object the promotion of amateur radio in New Zealand.

2.5 NZART also has as one of its objectives the provision of emergency and other communications services for the authorities as required.

2.6 The constitution of NZART creates authorises the establishment of a subgroup charged with the management and provision of emergency and other communication services, for the authorities as required, known as Amateur Radio Emergency Communications ("AREC").

2.7 The NZART AREC Emergency Funds Trust ("the Trust") was established as a charitable entity-trust in 2009 as a vehicle through which funding could be directed to support AREC in the provision of emergency and other communication services to the Coordinating Authorities. The Trust was re-registered in 2018.

2.8 Trustees of the NZART AREC Emergency Funds Trust are to be knowledgeable and conversant with their responsibilities and obligations as trustees.

2.9 AREC provides search and rescue communications services.

2.10 AREC provides search and rescue (SAR) services in response to, and in support of, SAROPs coordinated by the Coordinating Authorities. SAR services include the provision of communications with third parties.

2.11 The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the Council's behalf in accordance with the Council's directions.

3. PURPOSE AND OUTCOMES

3.1 The purposes of this Agreement are –

(a) to describe the funding arrangements for supporting, developing, and maintaining SAR capability for New Zealand by AREC, in order to provide SAR services; and

(b) to establish and promote a sound collaborative working relationship based on mutual respect and goodwill between AREC (at the National, regional and local level) and the other Parties, to achieve the agreed outcomes described in clause 3.2.

3.2 The outcomes desired by the Parties to this Agreement are –

(a) that AREC will be a strong and sustainable, well-governed, and robust organisation, which is able to provide efficient and effective SAR services to the Coordinating Authorities on request;
(b) to provide and maintain consistent, effective and efficient delivery of search and rescue communications services increasing the effectiveness of SAROPs to those in distress;

(c) to achieve co-operation between the Parties for training in operational and non-operational duties;

(d) to provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations where AREC have Sections in New Zealand;

(e) to raise public awareness of search and rescue services and enhance the community standing of AREC, Police and RCCNZ.

3.3 This Agreement excludes any non-SAR activities provided by AREC which occur from time to time.

4. LEGISLATIVE COMPLIANCE

4.1 All Parties will comply with the provisions of all statutes, standards, regulations, and rules of any government, local or public authority that may be applicable to the provision of the services and the reporting requirements outlined in Schedules 1 and 2.

4.2 Official Information Act. The Parties acknowledge that the Coordinating Authorities and the Secretary for Transport are subject to the Official Information Act 1982 and that under that Act the Coordinating Authorities and/or the Secretary for Transport may be required to release information about the services and about the Coordinating Authorities’ relationship with AREC. The Coordinating Authorities and the Secretary for Transport will promptly advise AREC of any request received under the Act that relates to AREC’s information and prior to any disclosure under the request.

4.3 AREC will not release information about the Coordinating Authorities, this Agreement or any of the services to a third party unless compelled by a competent authority, in which case it will immediately advise the Coordinating Authorities as to the information released.

4.4 Health and Safety Act. It is recognised and acknowledged that all Parties to this Agreement are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015. The Parties’ obligations under this Act are contained in Schedule 4.

5. MINISTERIAL INSTRUCTIONS

5.1 Notwithstanding anything to the contrary in this Agreement, the Coordinating Authorities may at any time vary the terms of this Agreement to give effect to the instructions of the Minister(s) of the Crown at the time responsible for the Coordinating Authorities. The Coordinating Authorities must give AREC at least three months' notice in writing of the variation.
6. EFFECT OF THIS AGREEMENT

6.1 Nothing in this Agreement shall make any Party liable for the actions of the others.

6.2 The provisions in this Agreement are to be read subject to any Chief Executive or Cabinet directives, and any enactment.

6.3 Where there are changes to Government policy or, for RCCNZ, decisions of Maritime NZ, which affect the purpose and functions of this Agreement, the Party having knowledge of the changes agrees to inform the others of those changes at the earliest possible time afterwards and agrees to meet to re-negotiate if necessary any aspects of this Agreement.

7. SERVICES

7.1 From time to time, and as required, AREC will where possible make available and provide to the Coordinating Authorities the response services and support services as outlined in Schedule 1. The services are to be provided to the Coordinating Authorities’ and AREC’s agreed best practice standard.

7.2 AREC will comply with the reporting requirements outlined in Schedule 2.

7.3 Failure to deliver services: If either of the Coordinating Authorities or the NZSAR Council considers on reasonable grounds that the services or reporting (or any of them) have not been completed in accordance with AREC’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

(a) require AREC to remedy the deficiency at AREC’s cost;

(b) withhold payment until the deficiency has been remedied; and/or

(c) if the deficiency is not or cannot be remedied, deduct an appropriate amount from a payment under clause 11.1.

8. RELATIONSHIP AGREEMENT

8.1 Not applicable to this Service Level Agreement with AREC.

9. TERM OF AGREEMENT

9.1 This Agreement commences on the Effective Date and runs for a term of three years until 30 June 2020, unless terminated earlier.

9.2 Right of Renewal: This Agreement may be extended on the same terms and conditions by agreement in writing among the Parties for a further term of three years from 1 July 2020.
10. REVIEW

10.1 This Agreement will be reviewed by the Parties (as represented by the General Manager Safety Services (MNZ); the National Coordinator SAR (Police); the NZSAR Secretariat Manager; and the National Director of AREC, or their nominees, at least three months prior to the termination date and at any other time if requested in writing by any Party.

10.2 The terms of the review will be discussed and agreed by the Parties at the start of the review and may include a review of Schedules 1, 2, 3 and 4, and Appendix 1.

11. FEES AND PAYMENT

11.1 The Secretary for Transport will pay AREC the Trust for the provision of the services by AREC (including the completion of the reporting requirements) as described in Schedules 1 and 2, in accordance with Schedule 3.

12. APPLICATION OF PAYMENTS

12.1 As Crown funding, these payments should be applied to those activities where the benefits are widely felt and/or less tangible in nature and, hence, less amenable to funding by third parties. These include:

(a) The governance and management of AREC;

(b) Research and analysis;

(c) Cross agency initiatives;

(d) NZSAR Council priorities as outlined in the annual letter of intent (Schedule 3 clause 9).

13. DISCLOSURE

13.1 AREC will inform the Coordinating Authorities as soon as practicable of any emerging, imminent or present threat to its capacity to deliver the Services.

14. REPORTING

14.1 AREC will meet reporting requirements in accordance with Schedules 2 and 4:

(a) Operational: AREC will meet the operational reporting requirements in accordance with Schedule 2.

(b) General: AREC will meet the general reporting requirements in accordance with Schedule 2.

(c) Financial and audit: AREC will ensure that the annual financial statements of AREC are audited by a qualified auditor. The auditor's
report and annual accounts are to be supplied to the NZSAR Council as soon as practicable after its receipt by AREC.

(d) AREC authorises and will direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

(e) AREC will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.

(f) **Health and Safety:** AREC will meet health and safety obligations and reporting requirements in accordance with Schedule 4.

15. INFORMATION AND CONFIDENTIALITY

15.1 For the purposes of this clause, "Confidential Information" means:

(a) personal and health information about any person;

(b) information relating to the Coordinating Authorities’ or AREC’s business policies and procedures, personnel, records, dealings, or strategies;

(c) the provisions of this Agreement including the Schedules; and

(d) any other information that the Coordinating Authorities or AREC indicate as being sensitive or confidential;

but does not include any information which:

(e) at the time it was disclosed, is generally available to, and known by, the public (other than as a result of a disclosure directly or indirectly by the Party with whom it is shared or anyone associated with it); or

(f) was available to, and legally and properly obtained by, the Party with whom it is shared on a non-confidential basis from a source other than the Party sharing it or its advisers, agents, officers or employees; or

(g) has been independently acquired or developed by the Party with whom it is shared without violating any of its obligations under this Agreement or by law without the use of any Confidential Information.

15.2 AREC, Maritime NZ (RCCNZ) and Police will share information in order to enhance community safety, subject to applicable law.

15.3 Police and Maritime NZ (RCCNZ) will supply information to AREC on request to support reporting requirements of this Agreement.

15.4 Subject to law, (for example but not limited to the Official Information Act and the Privacy Act), all information obtained by the Parties, their employees, representatives, volunteers or agents in the course of the performance of search and rescue services must be treated as Confidential. Confidential Information may not be divulged to any persons, media representatives, firms
or corporations other than under clause 4.3, or as otherwise approved by the Coordinating Authorities.

15.5 Subject to law, the Parties will limit access to all Confidential Information to those of their employees, representatives or agents who reasonably require such information for the purposes of performing search and rescue services and will ensure that all such persons comply with the confidentiality obligations in this Agreement.

16. COMMUNICATION AND MEDIA STRATEGIES

16.1 A Party will immediately advise the other Parties if it becomes aware of any issue about the operation or management of this Agreement that has or may have media or public interest.

16.2 A Party will advise the other Parties as soon as possible if it issues to the media or any member of the public any oral or written statement about the operation of this Agreement.

16.3 A Party may comment to the media, a member of the public, or on social media, on the activity and performance of their own organisation in relation to the provision of their services, but may only make any comments about another Party with regard to their respective activities or performance in accordance with the operational policies and processes.

17. VARIATIONS

17.1 Any Party may seek a variation to this Agreement by advising the other Parties in writing. Any proposed variations will be subject to discussion among the Parties and will only be effective if agreed in writing.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Subject to clause 18.2, AREC may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

18.2 AREC may subcontract or assign any aspect of the reporting requirement outlined in Schedule 2 to any other party if the subcontractor or assignee:

(a) is suitably qualified;

(b) complies with all of the terms and conditions of this Agreement relating to the reporting requirement; and

(c) the Coordinating Authorities and the NZSAR Council are notified of the subcontract or assignment.
19. DISPUTE RESOLUTION

19.1 All issues, disputes and differences between the Parties in relation to the interpretation or performance of this Agreement shall, in the first instance, be attempted to be resolved at the earliest opportunity, locally with local representatives or managers attempting resolution within 14 days of notification of the issue, dispute or difference.

19.2 All Parties undertake to use their best endeavours to resolve any dispute or difference between them by negotiation before utilising appropriate alternative dispute resolution techniques.

19.3 If any dispute or difference arises as to the interpretation of this Agreement or as to any matter arising out of or in connection with this Agreement then any Party may by notice in writing served on the other Parties inform the other Parties of the details of the dispute or difference.

19.4 If the Parties are unable to resolve the dispute or difference by negotiation within 28 days of the date of notice served in clause 19.3, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties.

19.5 If the dispute or difference remains unresolved after mediation (or after negotiation if there is no mediation), then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.

19.6 All Parties are expected to continue to perform their respective obligations under this Agreement during the resolution of any dispute or difference.

19.7 The Parties will share the costs of the mediation or arbitration equally or as determined by the arbitrators.

20. TERMINATION

20.1 Either the Coordinating Authorities or AREC may terminate this Agreement by giving three months’ notice in writing or as provided in clause 28.2.

20.2 In the event of termination, a payment of refund or a final invoice will be made by or rendered to AREC to account for any fees paid or due on a pro rata basis.

21. NOTICES

21.1 The addresses for notices in respect of this Agreement shall be:

Amateur Radio Emergency Communications
Name: AREC National Director
Address:
Telephone:
Maritime New Zealand
Name: Manager RCCNZ & Safety Services (MNZ)
Address: Rescue Co-ordination Centre New Zealand
Avalon TV Studios
Percy Cameron St
Lower Hutt 5040
Fax number: 04 577 8041
Telephone: 04 577 8034

New Zealand Police
Name: National Coordinator Search and Rescue
Address: Police National Headquarters
180 Molesworth St
Thorndon
Wellington
Facsimile: 04 498 7406
Telephone: 04 474 9499

New Zealand Search and Rescue Council (for the Secretary for Transport)
Name: NZSAR Secretariat Manager
Address: Level 6 Westpac House
318 Lambton Quay
Wellington 6011
Facsimile: 04 439 9002
Telephone: 021 249 0463

22. SURVIVAL

22.1 On termination or expiry of this Agreement, all clauses relating to Confidentiality, Reporting, Official Information Act and Media will continue in full force and effect.

23. STATUS OF THE PARTIES

23.1 AREC acknowledges that it is an independent contractor to the Coordinating Authorities and the NZSAR Council and nothing in this Agreement may be construed to make any Party a partner, servant, agent, employer or employee of the others.
24. ADVERTISING

24.1 AREC will not use the Coordinating Authorities’ names to advertise its business or other activities without the Coordinating Authorities’ express prior written permission, and AREC will comply with all terms on which such permission is given.

25. COSTS AND TAXES

25.1 Each Party will bear its own costs of negotiating, preparing and executing this Agreement.

25.2 AREC will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by AREC under this Agreement.

26. WARRANTY OF INTEREST

26.1 AREC warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly, which may place AREC in a conflict of interest position with respect to the services to be provided to the Coordinating Authorities.

26.2 If an actual or potential conflict of interest comes to the attention of AREC or NZSAR Secretariat during the term of this Agreement they will notify the Coordinating Authorities, and the NZSAR Council of this immediately.

27. WAIVER

27.1 Not exercising, or partially exercising, a right under this Agreement does not waive or prevent the further or full exercise of, that right.

28. FORCE MAJEURE

28.1 Notwithstanding any other provision of this Agreement, non-performance by a Party of any of its obligations under this Agreement shall be excused, without liability for non-performance, during the time and to the extent that such performance is prevented, wholly or substantially, by a force majeure event.

28.2 Performance of any obligation affected by a force majeure event shall be resumed as soon as reasonably practicable after the force majeure event has ended or abated. If, by reason of a force majeure event, a Party is unable to perform any material obligation under this Agreement for a period of 30 days after the force majeure event occurring, the other Parties may, on giving written notice to that Party, terminate this Agreement.
29. DEFINITIONS

29.1 In this Agreement (including the Schedules) the following definitions apply (unless the context requires otherwise):

(a) **AREC**: includes any authorised AREC personnel.

(b) **Category I SAROP**: A SAROP coordinated at the local level; including land operations, subterranean operations, river, lake and inland waterway operations and close-to-shore\(^1\) marine operations\(^2\).

(c) **Category II SAROP**: A SAROP coordinated at the national level; including operations associated with missing aircraft or aircraft in distress and off-shore marine operations within the New Zealand Search and Rescue Region\(^3\).

(d) **Confidential Information**: includes:
   - personal and health information about any person;
   - information relating to the Coordinating Authorities or AREC’s business policies and procedures;
   - the provisions of this Agreement including the Schedules; and
   - any other information that the Coordinating Authorities or AREC indicates as being sensitive or confidential.

(e) **Effective Date**: means on signing by all parties after 1 July 2017.

(f) **Force majeure event**: means an event outside the reasonable control of the Party claiming the benefit of the force majeure event, but does not include any event caused by lack of funds for any reason, or an event which the Party affected could have prevented or overcome by exercising reasonable care.

(g) **Non-SAROP Activity**: Operational activity conducted by a Party to this Agreement which is not formally deemed to be a search and rescue operation.

(h) **RCCNZ**: includes any authorised employee of RCCNZ.

(i) **SAREX**: means a search and rescue training exercise.

(j) **Search and Rescue Operation or SAROP**: A Search and Rescue Operation (SAROP) is an operation undertaken by a Coordinating Authority to locate and retrieve persons missing or in distress. The intention of the operation is to save lives, prevent or minimise injuries

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\(^1\) The nature of ‘close-to-shore’ will vary according to the availability of local resources and the need to task national assets. Typically such operations will be within NZ Territorial Waters (12 nautical miles).

\(^2\) Category I SAROPs typically require the use of local personnel and resources and can be carried out efficiently and effectively at the local level.

\(^3\) Category II SAROPs typically require the use of national or international resources and may involve coordination with other States.
and remove persons from situations of peril by locating the persons, providing for initial medical care or other needs and then delivering them to a place of safety.


SCHEDULES TO THIS AGREEMENT

Schedule 1  Response and Support Services
Schedule 2  Reporting and Monitoring
Schedule 3  Payments
Schedule 4  Health and Safety
Appendix 1  SAROP Reporting
EXECUTION AND DATE

Executed as an agreement.

Date:

Signed by the NZART and AREC appointed Trustees of the
NZART AREC Emergency Funds Trust
in the presence of:

__________________________
NZART Trustee

__________________________
AREC Trustee

Witness signature:
Witness name:
Occupation:
Address:

Signed by

Maritime New Zealand
in the presence of:

__________________________
Chairperson/Authorised signatory

Witness signature:
Witness name:
Occupation:
Address:
Signed by

New Zealand Police

in the presence of:

Commissioner/Authorised signatory

Witness signature:
Witness name:
Occupation:
Address:

Signed by

The Secretary for Transport (for and on behalf of the New Zealand Search and Rescue Council)

in the presence of:

Secretary/Authorised signatory

Witness signature:
Witness name:
Occupation:
Address:
SCHEDULE 1: RESPONSE AND SUPPORT SERVICES (Clause 7)

Response services

1. The response services referred to in clause 7 of this Agreement and provided by AREC to the Coordinating Authorities include:

1.1. The provision of search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. AREC is required to:

1.1.1. Make available to the Coordinating Authorities any and all tracking data from tracking equipment fitted to SAR vessels, vehicles, aircraft or carried at all times where it exists. Where possible the data is to be made available in real time to enable the Coordinating Authorities to task, monitor and assist in search processes;

1.2. The provision of specialist AREC advice to the Coordinating Authorities or other SAR providing agencies on request;

1.3. The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

Support services

2. The support services referred to in clause 7 of this Agreement are provided by AREC to the Coordinating Authorities in aid of supporting, developing and maintaining SAR capability for New Zealand. The services include:

2.1. Information. Current details of the AREC organisation, structure and capabilities including contact lists, available equipment and call out procedures. This information is to be accurately maintained and provided to the Coordinating Authorities in an agreed manner, including via the NZSAR Online Resources Database annually. Any changes are to be advised as soon as possible.

2.2. Exercises. Where appropriate and with the prior agreement of AREC and the relevant Coordinating Authority, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures.

2.3. Meetings. AREC will attend and support specialist SAR meetings at the local and national level to facilitate the provision of the Services and to assist in meeting the reporting requirements in Schedule 2. This includes attending NZSAR Consultative Committee meetings and other NZSAR forums on request.
SCHEDULE 2: REPORTING AND MONITORING (Clause 14)

Purpose of reporting

1. All parties to this Agreement are responsible for and have a part to play in the success of the Agreement and its ongoing management. Effective reporting and monitoring will provide the basis for:
   1.1. The assessment of service delivery;
   1.2. Accountability for public money; and
   1.3. Informing the Agreement reviews and making decisions about how to proceed at the expiry of the Agreement.

Reporting requirements

2. AREC will complete the following reporting requirements:
   2.1. Operational reporting, which includes SAROP reporting
   2.2. General reporting
   2.3. Financial reporting
   2.4. Health and Safety reporting in accordance with Schedule 4.

Operational Reporting

3. AREC will report as soon as practicable using the appropriate (or agreed) SAROP report form to the relevant Coordinating Authority on every occurrence where:
   3.1. AREC provides a SAR response service to a Coordinating Authority;
   3.2. AREC provides expert AREC advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. AREC provides appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

   3.4. SAROP Reporting. This operational level reporting is intended to capture the detail and essence of the SAROP, what occurred, the number and nature of the SAR resources used, its date, time, location and the results of the SAROP.

   3.4.1. For each SAROP conducted by the Coordinating Authorities involving AREC Response Services, AREC provides the Incident Controller(s) (IC) with the information as described in Appendix 1 to this Agreement. The information is to include either the NZ Police event number and/or RCCNZ tasking number.

General and Summary Reporting

4. General Reporting. In addition to the operational reporting, AREC is required to provide summary reports to the NZSAR Secretariat, on a quarterly and annual basis, for Agreement monitoring and performance measurement purposes.
5. **Summary Reporting.** AREC will report to the NZSAR Council, through the NZSAR Secretariat quarterly and annually on SAR activity, the report to include a summary of:

5.1. The SAROPs in support of Coordinating Authorities conducted over the previous quarter including information, as detailed in Appendix 1, on:
   5.1.1. The NZ Police event numbers and/or the RCCNZ tasking numbers;
   5.1.2. SAROP location (latitude/longitude decimal notation);
   5.1.3. Nature of SAROP (e.g. person overboard);
   5.1.4. Number at risk / lives saved / lives rescued / lives assisted / number perished / not located;
   5.1.5. AREC resources used;
   5.1.6. The number of AREC people used for SAROPs, SAR operational hours and if known, SAR training and administrative hours.

5.2. A quarterly summary of non-SAROP activity AREC conducts at the request of Civil Defence and Emergency Management (CDEM) or the Ministry of Primary Industries (MPI). This AREC activity is not that which is typically authorised by a Coordinating Authority.

5.3. Any other significant issues or risks (including those relating to organisational capability / culture / relationships) arising during the period or anticipated in a future period and the impacts of these issues/risks;

5.4. Updates about organisational information;

5.5. AREC participation at SAR related meetings and forums;

6. **Local Exercises and Local Meetings.** AREC will advise the local Police District SAR Coordinator of local SAR exercises and local SAR meetings as agreed with the local Police District SAR Coordinator.

7. **National Exercises and National Meetings.** AREC will report on national level exercises and meetings with relevance to the NZSAR sector.

8. **Resources Database.** AREC will advise the NZSAR Secretariat in writing within 10 working days of 30 June annually that it has audited and updated the AREC information contained within the Online NZSAR Resources Database.

9. **Equipment Register.** AREC will maintain a register of radio equipment purchased with Crown funding, and will provide a copy of the register to the NZSAR Secretariat within 10 working days of 30 June annually.

10. **Recognition.** AREC will nominate relevant AREC members for the NZSAR award as appropriate.

11. **Lessons.** AREC will identify and share with the NZSAR Secretariat any “lessons” identified by AREC as a result of SAROPs, training, or SAREXS on occurrence and as they are available.

12. **Financial Reporting.** AREC will report annually to the NZSAR Council, through the NZSAR Secretariat, within three months of the end of each financial year. The report is to include:

   12.1. An Annual Report or equivalent, including the audited annual financial statements.

   12.2. An independently audited summary of how the SLA funding was applied during the financial year, and how this compares to the letters of intent for
the year (schedule 3 clause 8) (this may be a note to the audited annual financial statements, or may be a separate summary).

12.3. Certification by the independent auditor that AREC satisfactorily applied and complied with its written financial management procedures.

12.4. Certification by the independent auditor that AREC has complied with all requirements of the Incorporated Societies Act 1908.

12.5. A summary of the “whole of organisation” income for the year, including primary sources (i.e. donations, LGB, Trusts, community, sponsorship etc.), and if specific tags, purposes or regional limitations are placed on funding.

13. **Trustees.** AREC will advise the NZSAR Council, through the NZSAR Secretariat, whether the current Trustees are knowledgeable and conversant with their obligations. This advice will be provided annually within 10 working days of 30 June, and within 10 working days of the appointment of a new trustee.

### Reporting

**Table 1**

<table>
<thead>
<tr>
<th>Report</th>
<th>Due</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reply to Letter of Intent (Schedule 3 clause 8)</td>
<td>By 20 working days prior to 1 July</td>
<td>NZSAR Council</td>
</tr>
<tr>
<td>SAROP Report</td>
<td>Within 7 days post SAROP</td>
<td>Coordinating Authority</td>
</tr>
<tr>
<td>Quarterly SAR Activity Summary Report</td>
<td>• Within 10 working days of 30 Sep&lt;br&gt; • Within 15 working days of 31 Dec&lt;br&gt; • Within 10 working days of 31 Mar&lt;br&gt; • Within 10 working days of 30 Jun</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Annual SAR Activity Summary Report</td>
<td>Within 30 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Resource Database Report</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Equipment Register</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Financial Report following Audit</td>
<td>Within 3 months of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Trustees</td>
<td>Within 10 working days of 30 June&lt;br&gt; Within 10 working days of the appointment of a new trustee</td>
<td>NZSAR Secretariat</td>
</tr>
</tbody>
</table>

### Monitoring

14. All parties have a part to play in monitoring the carrying-out of this Agreement.

15. The Coordinating Authorities are responsible for monitoring individual response services, the provision of information and exercise attendance. The Coordinating Authorities or their nominated evaluator shall have the right to
observe the operations of AREC under this Agreement, including the delivery of any of its services, and shall have the right to conduct interviews with anyone involved in the operation provided reasonable notice is given to AREC.

16. The NZSAR Secretariat will monitor the Agreement as set out in Table 2, below.
## Monitoring

### Table 2

<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
</table>
| The provision of expert search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs | • Number of tasking requests and number of SAROPs supported  
• Trained personnel utilised  
• Appropriate equipment utilised  
• Provision of tracking data                                                                 | • 100% of tasked SAROPs supported  
• 100% of requested support provided  
• 100% appropriately trained personnel used for SAROP  
• 100% appropriate equipment used for SAROP  
• 100% live tracking data provided at all times when it exists | • Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each SAROP  
• Information included in quarterly summary submitted to NZSAR Secretariat  
• Information included in annual summary submitted to NZSAR Secretariat |
|                                                                                     |                                                                                             |                                                                                             |                                                                                     |
| The provision of expert AREC advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided | • Specialist AREC advice is made available on request  
• Specialist AREC advice is accessible 100% of time on request                              |                                                                                             | • Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert AREC advice is provided  
• Information included in quarterly summary submitted to NZSAR Secretariat  
• Information included in annual summary submitted to NZSAR Secretariat |
<p>| | | | |
|                                                                                     |                                                                                             |                                                                                             |                                                                                     |</p>
<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as directed by the Coordinating Authority</td>
<td>- The provision of trained Incident Management Team Member(s)</td>
<td>- Where they are available, 100% provision of trained Incident Management Team Member(s)</td>
<td>- Appropriately completed SAROP incident report submitted to the Coordinating authority for each time a trained Incident Management Team Member is provided</td>
</tr>
<tr>
<td>Provide to the NZSAR Secretariat a summary of non-SAR activity AREC conducts that may have the effect of preventing persons being put in a distress situation. This AREC activity is not that which is authorised by a Coordinating Authority.</td>
<td>- Communication to the Coordinating Authorities of other AREC activity (not tasked by the Coordinating Authorities) that may prevent persons being put in a distress situation</td>
<td>- 100% of relevant incidents</td>
<td>- Report to NZSAR Secretariat quarterly and annually on non-tasked AREC rescue activity that may prevent persons being put in a distress situation</td>
</tr>
<tr>
<td>Identify to the NZSAR Secretariat any SAR related activity that may be suitable for knowledge management capture and sharing.</td>
<td>- Number of knowledge management opportunities identified.</td>
<td>- 100% of relevant knowledge management opportunities identified</td>
<td>- As relevant activities suitable for knowledge management are identified they should be passed to the NZSAR Secretariat for sharing.</td>
</tr>
<tr>
<td>Outputs and Outcomes</td>
<td>Related performance measures</td>
<td>Ambition (where appropriate)</td>
<td>Report requirements</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------</td>
<td>-------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Provide the up to date details of the AREC organisation, structure and capabilities to include contact lists, available equipment and call out procedures</td>
<td>• Current AREC callout contact list available to the Coordinating Authorities&lt;br&gt;• Current brief on structure and organisation available to the Coordinating Authorities&lt;br&gt;• The online Resources Database is kept up to date</td>
<td>• 100% accurate&lt;br&gt;• 100% available</td>
<td>• An annual letter from the CEO to the Coordinating Authorities and NZSAR Secretariat that the information in the online Resources Database is up to date</td>
</tr>
<tr>
<td>Where appropriate, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures</td>
<td>• Number of local area joint training exercises attended&lt;br&gt;• Number of national joint training exercises attended</td>
<td>• 100% of requested participation</td>
<td>• To the exercise coordinator as required&lt;br&gt;• Information included in quarterly summary submitted to NZSAR Secretariat&lt;br&gt;• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>AREC will attend and support specialist SAR meetings and forums at the local and national level as appropriate</td>
<td>• Number of SAR related meetings and forums attended</td>
<td>• 100% of requested participation</td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat&lt;br&gt;• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Nominate relevant AREC members for the NZSAR award as appropriate</td>
<td>• Nomination of AREC members who could be considered for the NZSAR award</td>
<td></td>
<td>• Nominations to use the NZSAR award nomination form</td>
</tr>
</tbody>
</table>
SCHEDULE 3: PAYMENTS (Clause 11)

1. It is intended that AREC will be able to provide a predictable level of response for Coordinating Authorities in line with a largely predictable income stream. Payments will also assist with the adequate maintenance and planned depreciation of expensive SAR assets.

2. NZSAR Council (Crown) payments are to be applied toward those activities where the benefits are widely felt and/or are less tangible in nature and, hence, less amenable to funding by third parties. Examples of the sorts of activities that could fall into this category include the following:
   2.1. The governance and management of AREC.
   2.2. Research and analysis aimed at making AREC, and the system as a whole, as efficient and effective as possible.
   2.3. Cross agency initiatives, because of the benefits that such initiatives potentially have for the sustainability of the system as a whole.

3. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the AREC national body Trust for SAR services provided in accordance with clause 11. It is not intended that payments be used for the remuneration of AREC volunteers but AREC may choose to use a portion for reimbursements and honoraria.

4. AREC may, at its discretion, apply revenue obtained from the Crown under this Agreement to capability building such as depreciation, maintenance and training, as long as services are delivered as expected. AREC acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

5. AREC performs non-SAR functions with its people and assets. AREC also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc.

6. Payments are intended to support the availability of the search and rescue personnel and assets for Coordinating Authorities to use when and where they need them. It is expected that some of the payments will be directed at organisational overhead and compliance expenses with the remainder supporting the provision of the agreed SAR services. It is not intended that the payments will meet the full costs for the provision of the agreed SAR services as much of the infrastructure is already in existence and used for non-SAR purposes. Payments will be paid in four equal quarterly amounts over the course of the financial year as per the table below. Payments scheduled before the SLA is signed will be postponed until the first payment date after signing.

AREC Payments for FY 2017/18, 2018/19 and 2019/20

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 (Jul – Sep)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 2 (Oct – Dec)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 3 (Jan – Mar)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 4 (Apr – Jun)</td>
<td>$16,250</td>
</tr>
<tr>
<td><strong>Total per annum</strong></td>
<td><strong>$65,000</strong></td>
</tr>
</tbody>
</table>
7. **Letters of Intent.** Within eight weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, the NZSAR Council will provide a letter of intent outlining its priorities where AREC should utilise the SLA funding.

8. Within four weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, AREC will reply to the NZSAR Council’s Letter of Intent. This reply will outline how AREC intends to utilise the SLA funding for that Financial Year. The reply should:

8.1. Address the identified priorities provided in the NZSAR Council’s Letter of Intent;

8.2. Include an itemised budget of how AREC intends to utilise the SLA funding for the Financial Year.
SCHEDULE 4: HEALTH AND SAFETY (Clause 4.4)

1. It is recognised and acknowledged that all parties to this Agreement are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015 (the Act).

2. Under the Act each of the parties to this Agreement is a “Person Conducting a Business or Undertaking (PCBU)” with respect to SAR operations and training.

3. Each PCBU owes a primary duty of care, under the Act, to SAR staff – both volunteers and paid staff.

4. The primary duty of care requires all PCBUs to ensure, so far as is reasonably practicable:
   4.1. the health and safety of its workers or those workers who are influenced or directed by the PCBU. This includes all SAR staff and volunteers,
   4.2. that the health and safety of other people is not put at risk from work carried out as part of the conduct of the business or undertaking.

5. The PCBU’s specific obligations are, so far as is reasonably practicable:
   5.1. providing and maintaining a work environment that is without risks to health and safety;
   5.2. providing and maintaining safe equipment and systems of work;
   5.3. providing adequate facilities at work for the welfare of workers, including ensuring access to those facilities;
   5.4. providing information, training, instruction or supervision necessary to protect workers and others from risks to their health and safety;
   5.5. monitoring the health of workers and the conditions at the workplace for the purpose of preventing illness or injury.

6. The parties to this Agreement will ensure that all personnel engaged in SAR activities do so under the auspices of an effective health and safety management system consistent with accepted standards and legislation.

7. The parties agree that all SAR personnel engaged in SAR activities may abandon or suspend a SAR operation, or decline to accept a SAR tasking, should they feel that their health and safety is at risk.

8. During a SAROP (or a SAREX with multiple SAR agencies), the parties will have overlapping duties of care depending on the circumstances. Each PCBU must discharge its duty to the extent it has the “ability to influence and control the matter”. The parties agree to consult, cooperate and coordinate as multiple PCBUs to ensure the safety of all involved in these situations.

9. AREC will establish and maintain a fit-for-purpose and effective Safety Management System covering all of the SAR activities of AREC volunteers.

10. During the term of this Agreement, AREC will:
   10.1. provide the coordinating authorities with an independent audit of the AREC Safety Management System at least every two years;
   10.2. ensure SAR volunteers receive adequate training in the principles of health and safety generally and the use of the AREC Safety Management System in particular;
10.3. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to WorkSafe NZ in line with statutory reporting requirements;

10.4. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to the coordinating authorities as soon as possible after the event, and to the NZSAR Secretariat at the next NZSAR Strategic Health and Safety Committee meeting;

10.5. agree to permit access at a mutually agreed time to the Police, RCCNZ, or their nominated representative for the purpose of verifying any aspect of the operators’ activities or systems relevant to meeting the health and safety requirements of this Agreement;

10.6. report health and safety performance data to the Coordinating Authorities and NZSAR annually or on request as follows:

10.6.1. number of health and safety incidents recorded over the past 12 months;

10.6.2. any health and safety enforcement activity which has occurred over the past 12 months;

10.6.3. the number of people provided with health and safety training over the past 12 months;

10.6.4. the results of any internal or external health and safety audits.

10.7. share ‘lessons learnt’ with the Coordinating Authorities and NZSAR on an ongoing basis;

10.8. participate in the NZSAR Strategic Health and Safety Committee and any other inter-agency health and safety forums as appropriate.
APPENDIX 1: SAROP REPORTING

Information to be captured for each SAROP and summarised quarterly for the NZSAR Secretariat –

- **NZ Police event number.** The event number allocated by the NZ Police to Category I SAROPs (i.e. W002495428).

- **RCCNZ tasking number.** The tasking number allocated by RCCNZ to Category II SAROPs (i.e. 1234/09).

- **SAROP location.** The location of where a person or people were rescued from OR, if no rescue occurred, the last known location of the missing person(s).
  - **Land.** Land SAROP locations are to be provided in a format accurate to 100m preceded and include a short written description of the location.
    - **Preferred:** 14 figure NZTM eastings and northings (for example NZMG 2688290,5992594, Wairongoiwa Track, Rimutaka Range)
    - **Alternate:** 6 figure grid reference plus the relevant map sheet number (for example map sheet BJ29 GR 123 456, Eastern side Mt Taranaki, Taranaki)
  - **Marine.** Marine SAROP locations are to be provided in latitude/longitude format accurate to 100m and short written description of the location.
    - **Preferred:** Decimal degree notation (Degrees with minutes and seconds incorporated as a decimal number and rounded as required i.e. 13.32861° N, 65.45671W).
    - **Alternate:** Partial decimal notation (Degrees, minutes and seconds expressed as a decimal fraction of minutes: i.e. 13°19.717' N, 65°14.825' E)
    - **Second Alternate:** Standard notation, (Degrees, minutes, seconds i.e. 13°19'43" N, 65°14'53" E)

- **Nature of SAROP.** A short written description of the SAROP. (For example, hunter missing in Tararua ranges or 12m launch overdue vicinity Raglan with 3 people on board)
**Number at risk.** Including the following sub groups:

- **Lives saved:** Where, if SAR agencies had not intervened, life would definitely have been lost.
- **Lives rescued:** Where SAR agencies locate and rescue a person or people at risk and return them to a safe location.
- **Lives assisted:** Where SAR agencies aid a person or people at low risk, but who, if left, would be at risk.
- **Number perished:** Where SAR agencies respond to an incident and locate a person or people who have perished.
- **Not Located:** Where SAR agencies are unable to locate the person or people at risk.

**Resources used.** Significant SAR resources utilised for the SAROP not including people.

**Volunteers numbers.** The total number of volunteers used during the SAROP.

**Volunteer hours.** The total number of hours volunteers spent conducting the SAROP.
Hi Stuart,

The Agreement needs to be signed by all parties before any payments can be made.

Regards,
Carl

From: Stuart Watchman
Sent: Friday, 19 October 2018 4:06 PM
To: Carl Van Der Meulen; Steve Caldwell; Geoffrey Chapman
Subject: RE: NZART AREC Trust Account Account verification

Thanks Carl,

forgive me for asking what might be a silly question, but why should that hold up the arrears for AREC?

regards
Stuart

On 19 October 2018 at 15:51 Carl Van Der Meulen wrote:

Thanks Stuart,

I’m just waiting for Maritime NZ to sign the SLA. The Director has been overseas this week.

Regards,
Carl VDM

-----Original Message-----
From: Stuart Watchman
Sent: Friday, 19 October 2018 3:13 PM
To: Steve Caldwell; Carl Van Der Meulen; Geoffrey Chapman
Subject: NZART AREC Trust Account Account verification

Hi Carl (Van Der Meulen)

Duncan Ferner requested this to allow arrears to be paid into the account.

Could you forward this to him please,
Your account details

A: Account number
Non Profit Org

B: Account name
NZART Arec Emergency Funds Trust

C: Account address
NZART Arec Emergency Funds Trust

Date: 19 October 2018
Good morning all,

Please find attached a pdf copy of the signed Service Level Agreement with AREC. Please provide this to whoever needs it within your respective organisations.

The original copy will be held by the legal team at the Ministry of Transport.

Regards

Carl van der Meulen
Senior Advisor
New Zealand Search and Rescue Secretariat

c.vandermeulen@nzsar.govt.nz
www.nzsar.govt.nz
www.adventuresmart.org.nz
Joint Service Level Agreement
for the provision of search and rescue services

PARTIES

MARITIME NEW ZEALAND a Crown entity continued under the Maritime Transport Act 1994 (incorporating the Rescue Coordination Centre New Zealand as an operating division) ("Maritime NZ")

and

NEW ZEALAND POLICE established under and regulated by the Policing Act 2008 and Policing Regulations 2008 ("the Police")

(collectively referred to as "the Coordinating Authorities")

and

THE SECRETARY FOR TRANSPORT (for and on behalf of the New Zealand Search and Rescue Council) ("NZSAR Council")

and

NZART AREC EMERGENCY FUNDS TRUST a charitable trust registered on 17 August 2018 – registration number CC55656 ("the Trust")

1. INTRODUCTION

1.1 Effective search and rescue requires the active cooperation of a number of organisations if it is to operate successfully.

1.2 The Parties agree to work together on matters related to Search and Rescue (SAR) and offer advice to each other on matters related to SAR.

1.3 This Service Level Agreement is intended to strengthen the relationship between AREC, the Coordinating Authorities and the NZSAR Council.

1.4 While this document uses formal terms, all parties understand that a sound, cooperative relationship among themselves based on mutual respect and goodwill is central to the conduct of effective search and rescue operations.

2. ROLES AND RESPONSIBILITIES

2.1 The Police are responsible for co-ordinating the conduct of Category I Search and Rescue Operations ("SAROPs") within the New Zealand Search and Rescue Region ("NZSRR").

2.2 Maritime NZ is responsible, pursuant to section 431 of the Maritime Transport Act 1994 and following the issue of Ministerial directions given pursuant to section 14C Civil Aviation Act 1990, for providing Category II Search and Rescue (SAR) Services within the NZSRR as established by international agreements.
2.3 The Rescue Co-ordination Centre New Zealand ("RCCNZ") is the Maritime NZ operational facility responsible for co-ordinating the conduct of Category II SAROPs within the NZSRR.

2.4 The New Zealand Association of Radio Transmitters ("NZART") is an incorporated society under the Incorporated Societies Act 1908 having as its principal object the promotion of amateur radio in New Zealand.

2.5 NZART also has as one of its objectives the provision of emergency and other communications services for the authorities as required.

2.6 The constitution of NZART authorises the establishment of a sub-group charged with the management and provision of emergency and other communication services for the authorities as required, known as Amateur Radio Emergency Communications ("AREC").

2.7 The NZART AREC Emergency Funds Trust ("the Trust") was established as a charitable trust in 2009 as a vehicle through which funding could be directed to support AREC in the provision of emergency and other communication services to the Coordinating Authorities. The Trust was re-registered in 2018.

2.8 Trustees of the NZART AREC Emergency Funds Trust are to be knowledgeable and conversant with their responsibilities and obligations as trustees.

2.9 AREC provides search and rescue communications services.

2.10 AREC provides search and rescue (SAR) services in response to, and in support of, SAROPs coordinated by the Coordinating Authorities. SAR services include the provision of communications with third parties.

2.11 The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the Council’s behalf in accordance with the Council’s directions.

3. PURPOSE AND OUTCOMES

3.1 The purposes of this Agreement are –

(a) to describe the funding arrangements for supporting, developing, and maintaining SAR capability for New Zealand by AREC, in order to provide SAR services; and

(b) to establish and promote a sound collaborative working relationship based on mutual respect and goodwill between AREC (at the National, regional and local level) and the other Parties, to achieve the agreed outcomes described in clause 3.2.

3.2 The outcomes desired by the Parties to this Agreement are –

(a) that AREC will be a strong and sustainable, well-governed, and robust organisation, which is able to provide efficient and effective SAR services to the Coordinating Authorities on request;
(b) to provide and maintain consistent, effective and efficient delivery of search and rescue communications services increasing the effectiveness of SAROPs to those in distress;

(c) to achieve co-operation between the Parties for training in operational and non-operational duties;

(d) to provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations where AREC has Sections in New Zealand;

(e) to raise public awareness of search and rescue services and enhance the community standing of AREC, Police and RCCNZ.

3.3 This Agreement excludes any non-SAR activities provided by AREC which occur from time to time.

4. LEGISLATIVE COMPLIANCE

4.1 All Parties will comply with the provisions of all statutes, standards, regulations, and rules of any government, local or public authority that may be applicable to the provision of the services and the reporting requirements outlined in Schedules 1 and 2.

4.2 Official Information Act. The Parties acknowledge that the Coordinating Authorities and the Secretary for Transport are subject to the Official Information Act 1982 and that under that Act the Coordinating Authorities and/or the Secretary for Transport may be required to release information about the services and about the Coordinating Authorities’ relationship with AREC. The Coordinating Authorities and the Secretary for Transport will promptly advise AREC of any request received under the Act that relates to AREC’s information and prior to any disclosure under the request.

4.3 Neither the Trust nor AREC will release information about the Coordinating Authorities, this Agreement or any of the services to a third party unless compelled by a competent authority, in which case it will immediately advise the Coordinating Authorities as to the information released.

4.4 Health and Safety Act. It is recognised and acknowledged that all Parties to this Agreement and AREC are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015. The Parties’ obligations under this Act are contained in Schedule 4.

5. MINISTERIAL INSTRUCTIONS

5.1 Notwithstanding anything to the contrary in this Agreement, the Coordinating Authorities may at any time vary the terms of this Agreement to give effect to the instructions of the Minister(s) of the Crown at the time responsible for the Coordinating Authorities. The Coordinating Authorities must give the Trust at least three months’ notice in writing of the variation.
6. EFFECT OF THIS AGREEMENT

6.1 Nothing in this Agreement shall make any Party liable for the actions of the others.

6.2 The provisions in this Agreement are to be read subject to any Chief Executive or Cabinet directives, and any enactment.

6.3 Where there are changes to Government policy or, for RCCNZ, decisions of Maritime NZ, which affect the purpose and functions of this Agreement, the Party having knowledge of the changes agrees to inform the others of those changes at the earliest possible time afterwards and agrees to meet to renegotiate if necessary any aspects of this Agreement.

7. SERVICES

7.1 From time to time, and as required, the Trust and AREC will where possible make available and provide to the Coordinating Authorities the response services and support services as outlined in Schedule 1. The services are to be provided to the Coordinating Authorities’ and AREC’s agreed best practice standard.

7.2 AREC will comply with the reporting requirements outlined in Schedule 2.

7.3 Failure to deliver services: If either of the Coordinating Authorities or the NZSAR Council considers on reasonable grounds that the services or reporting (or any of them) have not been completed in accordance with the Trust’s or AREC’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

(a) require the Trust to remedy the deficiency at the Trust’s cost;

(b) withhold payment until the deficiency has been remedied; and/or

(c) if the deficiency is not or cannot be remedied, deduct an appropriate amount from a payment under clause 11.1.

8. RELATIONSHIP AGREEMENT

8.1 Not applicable to this Service Level Agreement.

9. TERM OF AGREEMENT

9.1 This Agreement commences on the Effective Date and runs for a term of three years until 30 June 2020, unless terminated earlier.

9.2 Right of Renewal: This Agreement may be extended on the same terms and conditions by agreement in writing among the Parties for a further term of three years from 1 July 2020.
10. REVIEW

10.1 This Agreement will be reviewed by the Parties (as represented by the General Manager Safety Services (MNZ); the National Coordinator SAR (Police); the NZSAR Secretariat Manager; and the National Director of AREC, or their nominees, at least three months prior to the termination date and at any other time if requested in writing by any Party.

10.2 The terms of the review will be discussed and agreed by the Parties at the start of the review and may include a review of Schedules 1, 2, 3 and 4, and Appendix 1.

11. FEES AND PAYMENT

11.1 The Secretary for Transport will pay the Trust for the provision of the services by AREC (including the completion of the reporting requirements) as described in Schedules 1 and 2, in accordance with Schedule 3.

12. APPLICATION OF PAYMENTS

12.1 As Crown funding, these payments should be applied to those activities where the benefits are widely felt and/or less tangible in nature and, hence, less amenable to funding by third parties. These include:

(a) The governance and management of AREC;

(b) Research and analysis;

(c) Cross agency initiatives.

(d) NZSAR Council priorities as outlined in the annual letter of intent (Schedule 3 clause 9).

13. DISCLOSURE

13.1 AREC will inform the Coordinating Authorities as soon as practicable of any emerging, imminent or present threat to its capacity to deliver the Services.

14. REPORTING

14.1 AREC will meet reporting requirements in accordance with Schedules 2 and 4:

(a) **Operational**: AREC will meet the operational reporting requirements in accordance with Schedule 2.

(b) **General**: AREC will meet the general reporting requirements in accordance with Schedule 2.
(c) Financial and audit: The Trust will ensure that the annual financial statements of the Trust are audited by a qualified auditor. The auditor’s report and annual accounts are to be supplied to the NZSAR Council as soon as practicable after its receipt by the Trust.

(d) The Trust authorises and will direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

(e) The Trust will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.

(f) Health and Safety: The Trust will ensure that AREC meets health and safety obligations and reporting requirements in accordance with Schedule 4.

15. INFORMATION AND CONFIDENTIALITY

15.1 For the purposes of this clause, "Confidential Information" means:

(a) personal and health information about any person;

(b) information relating to the Coordinating Authorities' or AREC's business policies and procedures, personnel, records, dealings, or strategies;

(c) the provisions of this Agreement including the Schedules; and

(d) any other information that the Coordinating Authorities or AREC indicate as being sensitive or confidential;

but does not include any information which:

(e) at the time it was disclosed, is generally available to, and known by, the public (other than as a result of a disclosure directly or indirectly by the Party with whom it is shared or anyone associated with it); or

(f) was available to, and legally and properly obtained by, the Party with whom it is shared on a non-confidential basis from a source other than the Party sharing it or its advisers, agents, officers or employees; or

(g) has been independently acquired or developed by the Party with whom it is shared without violating any of its obligations under this Agreement or by law without the use of any Confidential Information.

15.2 AREC, Maritime NZ (RCCNZ) and Police will share information in order to enhance community safety, subject to applicable law.

15.3 Police and Maritime NZ (RCCNZ) will supply information to AREC on request to support reporting requirements of this Agreement.

15.4 Subject to law, (for example but not limited to the Official Information Act and the Privacy Act), all information obtained by the Parties, their employees, representatives, volunteers or agents in the course of the performance of
search and rescue services must be treated as Confidential. Confidential Information may not be divulged to any persons, media representatives, firms or corporations other than under clause 4.3, or as otherwise approved by the Coordinating Authorities.

15.5 Subject to law, the Parties will limit access to all Confidential Information to those of their employees, representatives or agents who reasonably require such information for the purposes of performing search and rescue services and will ensure that all such persons comply with the confidentiality obligations in this Agreement.

16. COMMUNICATION AND MEDIA STRATEGIES

16.1 A Party will immediately advise the other Parties if it becomes aware of any issue about the operation or management of this Agreement that has or may have media or public interest.

16.2 A Party will advise the other Parties as soon as possible if it issues to the media or any member of the public any oral or written statement about the operation of this Agreement.

16.3 A Party may comment to the media, a member of the public, or on social media, on the activity and performance of their own organisation in relation to the provision of their services, but may only make any comments about another Party with regard to their respective activities or performance in accordance with the operational policies and processes.

17. VARIATIONS

17.1 Any Party may seek a variation to this Agreement by advising the other Parties in writing. Any proposed variations will be subject to discussion among the Parties and will only be effective if agreed in writing.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Subject to clause 18.2, the Trust may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

18.2 The Trust may subcontract or assign any aspect of the reporting requirement outlined in Schedule 2 to any other party if the subcontractor or assignee:

(a) is suitably qualified;

(b) complies with all of the terms and conditions of this Agreement relating to the reporting requirement; and

(c) the Coordinating Authorities and the NZSAR Council are notified of the subcontract or assignment.
19. DISPUTE RESOLUTION

19.1 All issues, disputes and differences between the Parties in relation to the interpretation or performance of this Agreement shall, in the first instance, be attempted to be resolved at the earliest opportunity, locally with local representatives or managers attempting resolution within 14 days of notification of the issue, dispute or difference.

19.2 All Parties undertake to use their best endeavours to resolve any dispute or difference between them by negotiation before utilising appropriate alternative dispute resolution techniques.

19.3 If any dispute or difference arises as to the interpretation of this Agreement or as to any matter arising out of or in connection with this Agreement then any Party may by notice in writing served on the other Parties inform the other Parties of the details of the dispute or difference.

19.4 If the Parties are unable to resolve the dispute or difference by negotiation within 28 days of the date of notice served in clause 19.3 the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties.

19.5 If the dispute or difference remains unresolved after mediation (or after negotiation if there is no mediation), then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.

19.6 All Parties are expected to continue to perform their respective obligations under this Agreement during the resolution of any dispute or difference.

19.7 The Parties will share the costs of the mediation or arbitration equally or as determined by the arbitrators.

20. TERMINATION

20.1 Either the Coordinating Authorities or the Trust may terminate this Agreement by giving three months' notice in writing or as provided in clause 28.2.

20.2 In the event of termination, a payment of refund or a final invoice will be made by or rendered to the Trust to account for any fees paid or due on a pro rata basis.

21. NOTICES

21.1 The addresses for notices in respect of this Agreement shall be:

Amateur Radio Emergency Communications
Name: AREC National Director
Address: [Redacted]
Telephone: [Redacted]

Information withheld under section 9(2)(a) of the Official Information Act 1982
Maritime New Zealand
Name: Manager RCCNZ & Safety Services (MNZ)
Address: Rescue Co-ordination Centre New Zealand
Avalon TV Studios
Percy Cameron St
Lower Hutt 5040
Fax number: 04 577 8041
Telephone: 04 577 8034

New Zealand Police
Name: National Coordinator Search and Rescue
Address: Police National Headquarters
180 Molesworth St
Thorndon
Wellington
Facsimile: 04 498 7406
Telephone: 04 474 9499

New Zealand Search and Rescue Council (for the Secretary for Transport)
Name: NZSAR Secretariat Manager
Address: Level 2, Westpac House
318 Lambton Quay
Wellington 6011
Facsimile: 04 439 9002
Telephone: 021 249 0463

22. SURVIVAL

22.1 On termination or expiry of this Agreement, all clauses relating to Confidentiality, Reporting, Official Information Act and Media will continue in full force and effect.

23. STATUS OF THE PARTIES

23.1 The Trust acknowledges that it is an independent contractor to the Coordinating Authorities and the NZSAR Council and nothing in this Agreement may be construed to make any Party a partner, servant, agent, employer or employee of the others.
24. ADVERTISING

24.1 AREC will not use the Coordinating Authorities' names to advertise its business or other activities without the Coordinating Authorities' express prior written permission, and AREC will comply with all terms on which such permission is given.

25. COSTS AND TAXES

25.1 Each Party will bear its own costs of negotiating, preparing and executing this Agreement.

25.2 The Trust will be responsible for all taxation and ACC levies payable in respect of earnings and payments made to AREC under this Agreement.

26. WARRANTY OF INTEREST

26.1 The Trust warrants that neither it nor AREC has any actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place the Trust or AREC in a conflict of interest position with respect to the services to be provided to the Coordinating Authorities.

26.2 If an actual or potential conflict of interest comes to the attention of the Trust, AREC or NZSAR Secretariat during the term of this Agreement, they will notify the Coordinating Authorities and the NZSAR Council of this immediately.

27. WAIVER

27.1 Not exercising, or partially exercising, a right under this Agreement does not waive, or prevent the further or full exercise of, that right.

28. FORCE MAJEURE

28.1 Notwithstanding any other provision of this Agreement, non-performance by a Party of any of its obligations under this Agreement shall be excused, without liability for non-performance, during the time and to the extent that such performance is prevented, wholly or substantially, by a force majeure event.

28.2 Performance of any obligation affected by a force majeure event shall be resumed as soon as reasonably practicable after the force majeure event has ended or abated. If, by reason of a force majeure event, a Party is unable to perform any material obligation under this Agreement for a period of 30 days after the force majeure event occurring, the other Parties may, on giving written notice to that Party, terminate this Agreement.
29. DEFINITIONS

29.1 In this Agreement (including the Schedules) the following definitions apply (unless the context requires otherwise):

(a) **AREC**: includes any authorised AREC personnel.

(b) **Category I SAROP**: A SAROP coordinated at the local level; including land operations, subterranean operations, river, lake and inland waterway operations and close-to-shore\(^1\) marine operations\(^2\).

(c) **Category II SAROP**: A SAROP coordinated at the national level; including operations associated with missing aircraft or aircraft in distress and off-shore marine operations within the New Zealand Search and Rescue Region\(^3\).

(d) **Confidential Information**: includes:
   - personal and health information about any person;
   - information relating to the Coordinating Authorities or AREC's business policies and procedures;
   - the provisions of this Agreement including the Schedules; and
   - any other information that the Coordinating Authorities or AREC indicates as being sensitive or confidential.

(e) **Effective Date**: means on signing by all parties.

(f) **Force majeure event**: means an event outside the reasonable control of the Party claiming the benefit of the force majeure event, but does not include any event caused by lack of funds for any reason, or an event which the Party affected could have prevented or overcome by exercising reasonable care.

(g) **Non-SAROP Activity**: Operational activity conducted by a Party to this Agreement which is not formally deemed to be a search and rescue operation.

(h) **RCCNZ**: includes any authorised employee of RCCNZ.

(i) **SAREX**: means a search and rescue training exercise.

(j) **Search and Rescue Operation or SAROP**: A Search and Rescue Operation (SAROP) is an operation undertaken by a Coordinating Authority to locate and retrieve persons missing or in distress. The intention of the operation is to save lives, prevent or minimise injuries and remove persons from situations of peril by locating the persons,

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\(^1\) The nature of 'close-to-shore' will vary according to the availability of local resources and the need to task national assets. Typically such operations will be within NZ Territorial Waters (12 nautical miles).

\(^2\) Category I SAROPs typically require the use of local personnel and resources and can be carried out efficiently and effectively at the local level.

\(^3\) Category II SAROPs typically require the use of national or international resources and may involve coordination with other States.
providing for initial medical care or other needs and then delivering them to a place of safety.


SCHEDULES TO THIS AGREEMENT

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EXECUTION AND DATE
Executed as an agreement.
Date:

Signed by the NZART and AREC appointed Trustees of the
NZART AREC Emergency Funds Trust
in the presence of:

)  
)  
)  
)  
NZART Trustee

AREC Trustee

Witness signature:
Witness name:
Occupation:
Address:

Signed by
Maritime New Zealand
in the presence of:

)  
)  
Chairperson/Authorised signatory

Witness signature:
Witness name:
Occupation:
Address:  

Michael
Bria Gill-Michaels
EA
1 Grey St, Wellington
Signed by Mike Rusbach
New Zealand Police
in the presence of:

Witness signature: MIKE RUSBATCH
Witness name: Assistant Commissioner
Occupation: Response and Operations
Address: 8/10/05

Signed by P. Mersi
The Secretary for Transport (for and on behalf of the New Zealand Search and Rescue Council)
in the presence of:

Witness signature: P. Mersi
Witness name:
Occupation: Executive Assistant
Address: PO Box 3175, Wellington
SCHEDULE 1: RESPONSE AND SUPPORT SERVICES (Clause 7)

Response services

1. The response services referred to in clause 7 of this Agreement and provided by AREC to the Coordinating Authorities include:

1.1. The provision of search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. AREC is required to:

1.1.1. Make available to the Coordinating Authorities any and all tracking data from tracking equipment fitted to SAR vessels, vehicles, aircraft or carried at all times where it exists. Where possible the data is to be made available in real time to enable the Coordinating Authorities to task, monitor and assist in search processes;

1.2. The provision of specialist AREC advice to the Coordinating Authorities or other SAR providing agencies on request;

1.3. The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.

Support services

2. The support services referred to in clause 7 of this Agreement are provided by AREC to the Coordinating Authorities in aid of supporting, developing and maintaining SAR capability for New Zealand. The services include:

2.1. Information. Current details of the AREC organisation, structure and capabilities including contact lists, available equipment and call out procedures. This information is to be accurately maintained and provided to the Coordinating Authorities in an agreed manner, including via the NZSAR Online Resources Database annually. Any changes are to be advised as soon as possible.

2.2. Exercises. Where appropriate and with the prior agreement of AREC and the relevant Coordinating Authority, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures.

2.3. Meetings. AREC will attend and support specialist SAR meetings at the local and national level to facilitate the provision of the Services and to assist in meeting the reporting requirements in Schedule 2. This includes attending NZSAR Consultative Committee meetings and other NZSAR forums on request.
SCHEDULE 2: REPORTING AND MONITORING (Clause 14)

Purpose of reporting
1. All parties to this Agreement are responsible for and have a part to play in the success of the Agreement and its ongoing management. Effective reporting and monitoring will provide the basis for:
   1.1. The assessment of service delivery;
   1.2. Accountability for public money; and
   1.3. Informing the Agreement reviews and making decisions about how to proceed at the expiry of the Agreement.

Reporting requirements
2. AREC will complete the following reporting requirements:
   2.1. Operational reporting, which includes SAROP reporting
   2.2. General reporting
   2.3. Financial reporting
   2.4. Health and Safety reporting in accordance with Schedule 4.

Operational Reporting
3. AREC will report as soon as practicable using the appropriate (or agreed) SAROP report form to the relevant Coordinating Authority on every occurrence where:
   3.1. AREC provides a SAR response service to a Coordinating Authority;
   3.2. AREC provides expert AREC advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. AREC provides appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.
   3.4. SAROP Reporting. This operational level reporting is intended to capture the detail and essence of the SAROP, what occurred, the number and nature of the SAR resources used, its date, time, location and the results of the SAROP.
      3.4.1. For each SAROP conducted by the Coordinating Authorities involving AREC Response Services, AREC provides the Incident Controller(s) (IC) with the information as described in Appendix 1 to this Agreement. The information is to include either the NZ Police event number and/or RCCNZ tasking number.

General and Summary Reporting
4. General Reporting. In addition to the operational reporting, AREC is required to provide summary reports to the NZSAR Secretariat, on a quarterly and annual basis, for Agreement monitoring and performance measurement purposes.
5. **Summary Reporting.** AREC will report to the NZSAR Council, through the NZSAR Secretariat quarterly and annually on SAR activity, the report to include a summary of:

5.1. The SAROPs in support of Coordinating Authorities conducted over the previous quarter including information, as detailed in Appendix 1, on:

5.1.1. The NZ Police event numbers and/or the RCCNZ tasking numbers;
5.1.2. SAROP location (latitude/longitude decimal notation);
5.1.3. Nature of SAROP (e.g. person overboard);
5.1.4. Number at risk / lives saved / lives rescued / lives assisted / number perished / not located;
5.1.5. AREC resources used;
5.1.6. The number of AREC people used for SAROPS, SAR operational hours and if known, SAR training and administrative hours.

5.2. A quarterly summary of non-SAROP activity AREC conducts at the request of Civil Defence and Emergency Management (CDEM) or the Ministry of Primary Industries (MPI). This AREC activity is not that which is typically authorised by a Coordinating Authority.

5.3. Any other significant issues or risks (including those relating to organisational capability / culture, relationships) arising during the period or anticipated in a future period and the impacts of these issues/risks;

5.4. Updates about organisational information;
5.5. AREC participation at SAR related meetings and forums;

6. **Local Exercises and Local Meetings.** AREC will advise the local Police District SAR Coordinator of local SAR exercises and local SAR meetings as agreed with the local Police District SAR Coordinator.

7. **National Exercises and National Meetings.** AREC will report on national level exercises and meetings with relevance to the NZSAR sector.

8. **Resources Database.** AREC will advise the NZSAR Secretariat in writing within 10 working days of 30 June annually that it has audited and updated the AREC information contained within the Online NZSAR Resources Database.

9. **Equipment Register.** AREC will maintain a register of radio equipment purchased with Crown funding, and will provide a copy of the register to the NZSAR Secretariat within 10 working days of 30 June annually.

10. **Recognition.** AREC will nominate relevant AREC members for the NZSAR award as appropriate.

11. **Lessons.** AREC will identify and share with the NZSAR Secretariat any "lessons" identified by AREC as a result of SAROPs, training, or SAREXs on occurrence and as they are available.

12. **Financial Reporting.** AREC will report annually to the NZSAR Council, through the NZSAR Secretariat, within three months of the end of each financial year. The report is to include:

12.1. An Annual Report or equivalent, including the audited annual financial statements.

12.2. An independently audited summary of how the SLA funding was applied during the financial year, and how this compares to the letters of intent for
the year (schedule 3 clause 8) (this may be a note to the audited annual financial statements, or may be a separate summary).

12.3. Certification by the independent auditor that the Trust and AREC satisfactorily applied and complied with their written financial management procedures.

12.4. Certification by the independent auditor that the Trust has complied with all requirements of the Incorporated Societies Act 1908.

12.5. A summary of the “whole of organisation” income for the year, including primary sources (i.e. donations, LGB, Trusts, community, sponsorship etc.), and if specific tags, purposes or regional limitations are placed on funding.

13. Trustees. AREC will advise the NZSAR Council, through the NZSAR Secretariat, whether the current Trustees are knowledgeable and conversant with their obligations as trustees. This advice will be provided annually within 10 working days of 30 June, and within 10 working days of the appointment of a new trustee.

### Reporting

**Table 1**

<table>
<thead>
<tr>
<th>Report</th>
<th>Due</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reply to Letter of Intent</td>
<td>By 20 working days prior to 1 July</td>
<td>NZSAR Council</td>
</tr>
<tr>
<td>(Schedule 3 clause 8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAROP Report</td>
<td>Within 7 days post SAROP</td>
<td>Coordinating Authority</td>
</tr>
<tr>
<td>Quarterly SAR Activity Summary</td>
<td>- Within 10 working days of 30 Sep&lt;br&gt;- Within 15 working days of 31 Dec&lt;br&gt;- Within 10 working days of 31 Mar&lt;br&gt;- Within 10 working days of 30 Jun</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual SAR Activity Summary</td>
<td>Within 30 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource Database Report</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Equipment Register</td>
<td>Within 10 working days of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Financial Report following</td>
<td>Within 3 months of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
<tr>
<td>Audit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trustees</td>
<td>Within 10 working days of 30 June&lt;br&gt;Within 10 working days of the appointment of a new trustee</td>
<td>NZSAR Secretariat</td>
</tr>
</tbody>
</table>

### Monitoring

14. All parties have a part to play in monitoring the carrying-out of this Agreement.

15. The Coordinating Authorities are responsible for monitoring individual response services, the provision of information and exercise attendance. The
Coordinating Authorities or their nominated evaluator shall have the right to observe the operations of AREC under this Agreement, including the delivery of any of its services, and shall have the right to conduct interviews with anyone involved in the operation provided reasonable notice is given to AREC.

16. The NZSAR Secretariat will monitor the Agreement as set out in Table 2, below.
### Monitoring

**Table 2**

<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
</table>
| The provision of expert search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs | - Number of tasking requests and number of SAROPs supported  
- Trained personnel utilised  
- Appropriate equipment utilised  
- Provision of tracking data | - 100% of tasked SAROPs supported  
- 100% of requested support provided.  
- 100% appropriately trained personnel used for SAROP  
- 100% appropriate equipment used for SAROP  
- 100% live tracking data provided at all times when it exists | - Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each SAROP  
- Information included in quarterly summary submitted to NZSAR Secretariat  
- Information included in annual summary submitted to NZSAR Secretariat |
| The provision of expert AREC advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided | - Specialist AREC advice is made available on request | - Specialist AREC advice is accessible 100% of time on request | - Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert AREC advice is provided  
- Information included in quarterly summary submitted to NZSAR Secretariat  
- Information included in annual summary submitted to NZSAR Secretariat |
<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provision of appropriately trained Incident Management Team Member(s) at the Incident Control Point or other location as directed by the Coordinating Authority</td>
<td>• The provision of trained Incident Management Team Member(s)</td>
<td>• Where they are available, 100% provision of trained Incident Management Team Member(s)</td>
<td>• Appropriately completed SAROP incident report submitted to the Coordinating authority for each time a trained Incident Management Team Member is provided</td>
</tr>
<tr>
<td>Provide to the NZSAR Secretariat a summary of non-SAR activity AREC conducts that may have the effect of preventing persons being put in a distress situation. This AREC activity is not that which is authorised by a Coordinating Authority.</td>
<td>• Communication to the Coordinating Authorities of other AREC activity (not tasked by the Coordinating Authorities) that may prevent persons being put in a distress situation</td>
<td>• 100% of relevant incidents</td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Identify to the NZSAR Secretariat any SAR related activity that may be suitable for knowledge management capture and sharing.</td>
<td>• Number of knowledge management opportunities identified.</td>
<td>• 100% of relevant knowledge management opportunities identified.</td>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Report to NZSAR Secretariat quarterly and annually on non-tasked AREC rescue activity that may prevent persons being put in a distress situation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• As relevant activities suitable for knowledge management are identified they should be passed to the NZSAR Secretariat for sharing.</td>
</tr>
</tbody>
</table>

Page 21 of 28
Joint Service Level Agreement: NZSAR, Police, MNZ (RCCNZ), AREC
<table>
<thead>
<tr>
<th>Outputs and Outcomes</th>
<th>Related performance measures</th>
<th>Ambition (where appropriate)</th>
<th>Report requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide the up to date details of the AREC organisation, structure and capabilities to include contact lists, available equipment and call out procedures</td>
<td>• Current AREC callout contact list available to the Coordinating Authorities&lt;br&gt;• Current brief on structure and organisation available to the Coordinating Authorities&lt;br&gt;• The online Resources Database is kept up to date</td>
<td>• 100% accurate&lt;br&gt;• 100% available</td>
<td>• An annual letter from the CEO to the Coordinating Authorities and NZSAR Secretariat that the information in the online Resources Database is up to date</td>
</tr>
<tr>
<td>Where appropriate, AREC will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in AREC processes and procedures</td>
<td>• Number of local area joint training exercises attended&lt;br&gt;• Number of national joint training exercises attended</td>
<td>• 100% of requested participation.</td>
<td>• To the exercise coordinator as required&lt;br&gt;• Information included in quarterly summary submitted to NZSAR Secretariat&lt;br&gt;• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>AREC will attend and support specialist SAR meetings and forums at the local and national level as appropriate</td>
<td>• Number of SAR related meetings and forums attended</td>
<td>• 100% of requested participation</td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat&lt;br&gt;• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Nominate relevant AREC members for the NZSAR award as appropriate</td>
<td>• Nomination of AREC members who could be considered for the NZSAR award</td>
<td></td>
<td>• Nominations to use the NZSAR award nomination form</td>
</tr>
</tbody>
</table>
SCHEDULE 3: PAYMENTS (Clause 11)

1. It is intended that AREC will be able to provide a predictable level of response for Coordinating Authorities in line with a largely predictable income stream. Payments will also assist with the adequate maintenance and planned depreciation of expensive SAR assets.

2. NZSAR Council (Crown) payments are to be applied toward those activities where the benefits are widely felt and/or are less tangible in nature and, hence, less amenable to funding by third parties. Examples of the sorts of activities that could fall into this category include the following:

2.1. The governance and management of AREC.

2.2. Research and analysis aimed at making AREC, and the system as a whole, as efficient and effective as possible.

2.3. Cross agency initiatives, because of the benefits that such initiatives potentially have for the sustainability of the system as a whole.

3. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the Trust for SAR services provided in accordance with clause 11. It is not intended that payments be used for the remuneration of AREC volunteers, but the Trust may choose to use a portion for reimbursements and honoraria.

4. The Trust may, at its discretion, apply revenue obtained from the Crown under this Agreement to capability building such as depreciation, maintenance and training, as long as services are delivered as expected. The Trust acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

5. AREC performs non-SAR functions with its people and assets. AREC also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc.

6. Payments are intended to support the availability of the search and rescue personnel and assets for Coordinating Authorities to use when and where they need them. It is expected that some of the payments will be directed at organisational overhead and compliance expenses with the remainder supporting the provision of the agreed SAR services. It is not intended that the payments will meet the full costs for the provision of the agreed SAR services as much of the infrastructure is already in existence and used for non-SAR purposes. Payments will be paid in four equal quarterly amounts over the course of the financial year as per the table below. Payments scheduled before this SLA is signed will be postponed until the first payment date after signing.

### AREC Payments for FY 2017/18, 2018/19 and 2019/20

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1  (Jul – Sep)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 2  (Oct – Dec)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 3  (Jan- Mar)</td>
<td>$16,250</td>
</tr>
<tr>
<td>Quarter 4  (Apr – Jun)</td>
<td>$16,250</td>
</tr>
<tr>
<td><strong>Total per annum</strong></td>
<td><strong>$65,000</strong></td>
</tr>
</tbody>
</table>
7. **Letters of Intent.** Within eight weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, the NZSAR Council will provide a letter of intent outlining its priorities where AREC should utilise the SLA funding.

8. Within four weeks prior to the commencement of each of the three Financial Years for the term of this Agreement, AREC will reply to the NZSAR Council’s Letter of Intent. This reply will outline how AREC intends to utilise the SLA funding for that Financial Year. The reply should:

8.1. Address the identified priorities provided in the NZSAR Council’s Letter of Intent;

8.2. Include an itemised budget of how AREC intends to utilise the SLA funding for the Financial Year.
SCHEDULE 4: HEALTH AND SAFETY (Clause 4.4)

1. It is recognised and acknowledged that all parties to this Agreement are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015 (the Act).

2. Under the Act each of the parties to this Agreement is a “Person Conducting a Business or Undertaking (PCBU)” with respect to SAR operations and training.

3. Each PCBU owes a primary duty of care, under the Act, to SAR staff – both volunteers and paid staff.

4. The primary duty of care requires all PCBUs to ensure, so far as is reasonably practicable:
   4.1. the health and safety of its workers or those workers who are influenced or directed by the PCBU. This includes all SAR staff and volunteers;
   4.2. that the health and safety of other people is not put at risk from work carried out as part of the conduct of the business or undertaking.

5. The PCBU’s specific obligations are, so far as is reasonably practicable:
   5.1. providing and maintaining a work environment that is without risks to health and safety;
   5.2. providing and maintaining safe equipment and systems of work;
   5.3. providing adequate facilities at work for the welfare of workers, including ensuring access to those facilities;
   5.4. providing information, training, instruction or supervision necessary to protect workers and others from risks to their health and safety;
   5.5. monitoring the health of workers and the conditions at the workplace for the purpose of preventing illness or injury.

6. The parties to this Agreement will ensure that all personnel engaged in SAR activities do so under the auspices of an effective health and safety management system consistent with accepted standards and legislation.

7. The parties agree that all SAR personnel engaged in SAR activities may abandon or suspend a SAR operation, or decline to accept a SAR tasking, should they feel that their health and safety is at risk.

8. During a SAROP (or a SAREX with multiple SAR agencies), the parties will have overlapping duties of care depending on the circumstances. Each PCBU must discharge its duty to the extent it has the “ability to influence and control the matter”. The parties agree to consult, cooperate and coordinate as multiple PCBUs to ensure the safety of all involved in these situations.

9. AREC will establish and maintain a fit-for-purpose and effective Safety Management System covering all of the SAR activities of AREC volunteers.

10. During the term of this Agreement, AREC will:
    10.1. provide the coordinating authorities with an independent audit of the AREC Safety Management System at least every two years;
    10.2. ensure SAR volunteers receive adequate training in the principles of health and safety generally and the use of the AREC Safety Management System in particular;
10.3. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to WorkSafe NZ in line with statutory reporting requirements;

10.4. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to the coordinating authorities as soon as possible after the event, and to the NZSAR Secretariat at the next NZSAR Strategic Health and Safety Committee meeting;

10.5. agree to permit access at a mutually agreed time to the Police, RCCNZ, or their nominated representative for the purpose of verifying any aspect of the operators' activities or systems relevant to meeting the health and safety requirements of this Agreement;

10.6. report health and safety performance data to the Coordinating Authorities and NZSAR annually or on request as follows:

10.6.1. number of health and safety incidents recorded over the past 12 months;

10.6.2. any health and safety enforcement activity which has occurred over the past 12 months;

10.6.3. the number of people provided with health and safety training over the past 12 months;

10.6.4. the results of any internal or external health and safety audits.

10.7. share 'lessons learnt' with the Coordinating Authorities and NZSAR on an ongoing basis;

10.8. participate in the NZSAR Strategic Health and Safety Committee and any other inter-agency health and safety forums as appropriate.
APPENDIX 1: SAROP REPORTING

Information to be captured for each SAROP and summarised quarterly for the NZSAR Secretariat –

- **NZ Police event number.** The event number allocated by the NZ Police to Category I SAROPs (i.e. W002495428).

- **RCCNZ tasking number.** The tasking number allocated by RCCNZ to Category II SAROPs (i.e. 1234/09).

- **SAROP location.** The location of where a person or people were rescued from OR, if no rescue occurred, the last known location of the missing person(s).
  - **Land.** Land SAROP locations are to be provided in a format accurate to 100m preceded and include a short written description of the location.
    - **Preferred:** 14 figure NZTM eastings and northings (for example NZMG 2688290, 5992594, Wairongiomai Track, Rimutaka Range)
    - **Alternate:** 6 figure grid reference plus the relevant map sheet number (for example map sheet BJ29 GR 123 456, Eastern side Mt Taranaki, Taranaki)
  - **Marine.** Marine SAROP locations are to be provided in latitude/longitude format accurate to 100m and short written description of the location.
    - **Preferred:** Decimal degree notation (Degrees with minutes and seconds incorporated as a decimal number and rounded as required i.e. 13.32861° N, 65.45671° W).
    - **Alternate:** Partial decimal notation (Degrees, minutes and seconds expressed as a decimal fraction of minutes: i.e. 13°19.717' N, 65°14.825' E)
    - **Second Alternate:** Standard notation, (Degrees, minutes, seconds i.e. 13°19’43” N, 65°14’53” E)

- **Nature of SAROP.** A short written description of the SAROP. (For example, hunter missing in Tararua ranges or 12m launch overdue vicinity Raglan with 3 people on board)
• **Number at risk.** Including the following sub groups:
  
  o **Lives saved:** Where, if SAR agencies had not intervened, life would definitely have been lost.
  
  o **Lives rescued:** Where SAR agencies locate and rescue a person or people at risk and return them to a safe location.
  
  o **Lives assisted:** Where SAR agencies aid a person or people at low risk, but who, if left, would be at risk.
  
  o **Number perished:** Where SAR agencies respond to an incident and locate a person or people who have perished.
  
  o **Not Located:** Where SAR agencies are unable to locate the person or people at risk.

• **Resources used.** Significant SAR resources utilised for the SAROP not including people.

• **Volunteers numbers.** The total number of volunteers used during the SAROP.

• **Volunteer hours.** The total number of hours volunteers spent conducting the SAROP.
New Zealand Search and Rescue

Service Level Agreement meeting with: AREC

21 May 2015   1:00-2:00pm

Ministry of Transport
89 The Terrace
Wellington

Agenda Items

1. Review of 2014/15 year: What’s gone well, and what hasn’t:
   a. NZSAR
   b. Police
   c. RCCNZ
   d. AREC

2. Review of SLA expenditure for 2014/15

3. NZSAR Council letter of intent for 2015/16 (last year’s attached for reference)

4. SLA issues for the current SLA:
   a. SAR Health & Safety (refer document with track changes from Police)

5. Other Items:
   a. NSSP
   b. Any other business?
NZSAR SECRETARIAT AND COORDINATING AUTHORITY APPROACH TO HEALTH AND SAFETY MANAGEMENT

The Search and Rescue (SAR) sector is invaluable in New Zealand. Operated predominantly by volunteers, the SAR sector is responsible for the search and rescue of nearly 2,400 people annually.

Those involved with the SAR sector – our volunteers and the paid employees from the SAR organisations, are critical to the success of the SAR sector. We the coordinating authorities (Rescue Co-ordination Centre New Zealand (RCCNZ) and the New Zealand Police) recognize that ensuring the health and safety of those in the SAR sector is essential for our long-term sustainability.

Our commitment

We are committed to ensuring all people working in the SAR sector, whether on a paid or voluntary basis, are kept healthy and safe during their activities with us.

We are in the business of searching for and rescuing people – often from dangerous situations or locations. We require all SAR organisations – formal or informal, who provide us with people and expertise to have the capability to manage the health and safety of their people (volunteers or otherwise).

We will not put SAR peoples’ lives at unacceptable and unnecessary risk while they are carrying out activities for us, and we will therefore not tolerate or engage the services of SAR organisations or people who are unable to demonstrate that they have the capability to manage health and safety during their activities for us.

To ensure good health and safety performance in the SAR sector, we;

- Support continuous improvement in health and safety performance through the facilitation of information sharing and communication across the sector
- Operate a strategic health and safety committee which meets twice per year to discuss health and safety performance across the sector, and makes recommendations for improvement
Our expectations for all organisations that regularly participate in co-ordinated Search and Rescue Operations (SAROPs)

We have outlined our minimum expectations to ensure all organisations regularly involved in SAROPs co-ordinated by RCCNZ or the NZ Police have the capability to manage health and safety. We expect all SAR organisations to:

- Know the limits of their expertise and capability, and to only take on SAR tasks or activities which will not put the lives of their volunteers, employees or others at unacceptable risk.

- Meet all legal requirements for the management of health and safety that apply in the circumstances.

- Systematically manage health and safety. This may involve having set processes or procedures, for example:
  - Health and safety policy.
  - Procedures for the systematic identification of hazards and the assessment and control of associated risk, elimination of risks to health and safety, so far as is reasonable practicable, or that apply in the circumstances.
  - Accident reporting, recording and investigation procedures.
  - Training and supervision procedures for employees and volunteers.
  - Methods to stay up to date with health and safety information and developments.
  - Emergency procedures and plans.
  - Contractor health and safety management procedures – if you contract or subcontract any work to other parties.

- Train volunteers and employees in health and safety principles and application, as relevant to their activities.

- Ensure volunteers and employees maintain licenses, qualifications or certification as required for their SAR role.

- Report and record all serious harm injuries which occur during a coordinated SAR operation to the enforcing authority in line with statutory requirements.

- Report and record all serious harm injuries and incidents which involve their volunteers or employees to the NZSAR Secretariat.

- Require the SAR organisations that provide SAR services on a regular basis to report their performance against key indicators annually or on request.

- Require all regular volunteer organisations in the SAR sector to provide us with verification of their health and safety management capability and compliance with the duty to manage risk on request.
NZSAR STRATEGIC OCCUPATIONAL HEALTH & SAFETY COMMITTEE
TERMS OF REFERENCE

The SAR sector is diverse both geographically and in terms of operations and expertise. With over 90 organisations (formal and informal) providing SAR expertise and people during coordinated SAROPs, ensuring the health and safety performance of the sector is complex.

To provide oversight of health and safety performance, and to ensure consistency, continual improvement and support, a NZSAR Strategic Occupational Health and Safety (OHS) steering committee has been implemented.

The Terms of Reference (ToR) sets out the operating processes for the Committee including:

1. How the Chair and Secretary are identified
2. How representatives are identified
3. The roles and responsibilities of the representatives with respect to the committee
4. The roles and responsibilities of the committee
5. Meeting procedures including the agenda and minutes
6. Reports to be sent to the committee prior to the meetings
7. Outputs from the committee

The ToR document for the committee is reviewed on an annual basis.

Purpose

The purpose of the OHS committee is to encourage a planned and structured discussion about health and safety management across the sector enabling opportunities for improvement to be identified.

The aim is to encourage a cooperative approach between the coordinating authorities and the SAR organisations, their volunteers and employees.

The members of the committee are ambassadors for health and safety. They work in partnership with the NZSAR Secretariat to endorse and provide feedback on the strategic direction of health and safety in the sector, and assist to plan and implement health and safety actions and initiatives.
The strategic health and safety committee will consider and make recommendations to the NZSAR Council and to SAR Organisations on:

- Methods for improving the way health and safety is managed in the SAR Sector, or within specific SAR organisations.
- Any matter relevant to health and safety raised by employees, volunteers or others.
- Ways to communicate health and safety issues to the sector.
- Any incidents or near miss events.
- Health and safety training requirements.
- Potential health and safety issues associated with changes to operational practices or new equipment / assets.
- Actual or potential issues relating to hazard management.

 Membership of the committee

The number and composition of the committee is agreed with the SAR organisations, and modified from time to time to reflect operational or sector changes. The members of the committee include:

1. NZSAR Secretariat
2. RCCNZ
3. NZ Police
4. Surf Lifesaving
5. Coastguard
6. LandSAR
7. Ambulance NZ

Other representatives may be invited to a meeting by the NZSAR Secretariat, or as agreed at the previous meeting.

1.1.1 Meeting procedures

- The Committee will meet twice per calendar year.
- Three representatives must be present to make up a quorum for meetings.
- An agenda will be sent out two weeks prior to the meeting by the NZSAR Secretariat. The agenda will include as a minimum:
  o The sectors health and safety performance.
  o Health and safety objectives for the following 6 months.
  o Review of previous health and safety objectives.
  o Actions and resources required to improve health and safety performance.
- Prior to each meeting a progress and performance report will be sent to all representatives. This report will outline as a minimum:
The health and safety performance information required through SLA / MoU agreements, as well as from those organisations specifically requested to provide data.

Results of health and safety visits or audits undertaken since the previous meeting.

Health and safety incident reports for the sector.

Progress against pre-determined objectives.

- Minutes will be taken at each meeting, and these will be sent out to all representatives within 4 weeks of the meeting.
- The minutes of each meeting will be sent to the next NZSAR Council meeting for their information and consideration.
- The committee will review the health and safety committees’ terms of reference each year.
- If there is a failure to agree on any item brought before the committee, or where the proposed resolution of any matter has cost implications beyond the authority of those present, the committee will refer the matter to the Council for determination and the Councils’ decision on the matter will be final.

1.1.2 Responsibilities of SAR organisation representatives:
The roles and responsibilities for the representatives are:

- Promoting a safe and healthy working environment by championing the health and safety message throughout their organisations.
- Disseminating information from the strategic health and safety committee to their organisations.
- Being an essential point of contact for NZSAR Secretariat and the strategic health and safety committee to discuss their health and safety concerns and ideas relating to their SAR organisation.
- Attending the strategic health and safety committee meetings and arranging a replacement in their absence.
- Assisting or participating in health and safety management system reviews and audits where required.
- Setting health and safety objectives for the sector.
- Preparation and readiness for committee meetings to ensure constructive contribution.
- Completion of agreed action points assigned to them.

1.1.3 Responsibilities of the strategic health and safety committee Chairperson

The Chair of the committee is responsible for:

- Planning and running all meetings.
- Ensuring that meeting goals are achieved.
• Being the official representative of the group at NZSAR Council meetings as required.
• Liaising with the secretary concerning arrangements and agendas for the meetings.
• Starting the meeting on time and keeping to time limits allowing reasonable time for each agenda item.
• Facilitating discussion during the meeting encouraging all members to participate.
• Bringing items on the agenda to a conclusion with a brief review of points (may involve inviting proposals/decisions from the committee).
• If a vote has to be taken the chair clarifies the voting procedure and in the event of a tie the chairperson may have the casting vote.

1.1.4 Responsibilities of the strategic health and safety committee
Secretary
The responsibilities of the secretary are:
• Noting all correspondence (in and out) on the agenda for the forthcoming meeting.
• Collating and maintaining an up to date membership list and changing the email distribution list to reflect this.
• Writing up and distributing the minutes as soon as possible following meetings.
• Convening meetings and prepare agendas.
• Consulting with committee members over items to be included on the agenda.
• Recording the names of those in attendance and apologies for non attendance.
• Ensuring there is a quorum.

1.2 Training for the health and safety committee members
• Each Representative will be provided with health and safety principles and practice training that is agreed as beneficial and relevant to the role.

Nigel Clifford
Group Manager Safety and Response Services
Maritime New Zealand

Duncan Ferner
Secretariat Manager
NZ Search and Rescue

Inspector Joe Green
Manager Emergency Management
NZ Police
DRAFT CLAUSES FOR SLA AGREEMENTS

Police and Rescue Co-ordination Centre New Zealand (RCCNZ)

- Will, when advised of a SAR incident within the New Zealand Search and Rescue Region, determine whether RCCNZ or Police will coordinate the response and ensure an appropriately qualified Incident Controller or SAR Mission Coordinator coordinates the response.

- Require the operator to verify their capability to manage health and safety during Search and Rescue (SAR) activities.

- May periodically assess or re-verify the health and safety management capability of the operator and any contractors or subcontractors to the operator, through any means they deem appropriate.

- Will provide the operator with any health and safety information specific to the particular SAR operation for which the operator’s services are being engaged. This information, where relevant, will be provided at the time of engagement to enable the operator to determine whether they have the capability to undertake the activity safely.

SLA PARNTNER XXXX

- Agree to comply with all legal requirements and standards that apply to the provision of the services or assets provided during co-ordinated SAR activities.

- Will develop and maintain systems to manage the health and safety of employees, volunteers, contractors and subcontractors during co-ordinated SAR activities.

- Will ensure that all employees, volunteers, representatives, contractors and subcontractors are properly trained and have the necessary competence to undertake their tasks in a healthy and safe way.

- Will report all serious harm incidents sustained in the course of activities provided under this agreement to the enforcing authority in line with statutory reporting requirements.

- Will report all serious harm incidents sustained in the course of activities provided under this agreement to the NZSAR Secretariat as soon as possible after the event.

- Agree to permit access at a mutually agreed time to the Police, RCCNZ or their nominated representative for the purpose of verifying any aspect of the operators’ activities or systems relevant to meeting the health and safety requirements of this agreement.

- Will report health and safety performance data to NZSAR annually or on request.

- Will participate in the NZSAR Strategic Health and Safety Committee on request.

Performance reporting

The operator agrees to report the following information to NZSAR on an annual basis or on request:

- Number of health and safety incidents recorded over the past 12 months.

- Any health and safety enforcement activity which has occurred over the past 12 months.
- The number of people provided with health and safety training over the past 12 months
- The results of any internal or external health and safety audits
New Zealand Search and Rescue

Service Level Agreement meeting with: AREC

2 May 2016  2:00-3:00pm

Ministry of Transport
89 The Terrace
Wellington

Agenda Items

1. Review of 2015/16 year: What’s gone well, and what hasn’t:
   a. NZSAR
   b. Police
   c. RCCNZ
   d. AREC

2. Review of SLA expenditure for 2015/16

3. NZSAR Council letter of intent for 2016/17 (last year’s attached for reference)

4. SLA issues for the current SLA:
   a. SAR Health & Safety – replacement for Schedule 4 Health & Safety (paper attached)

5. Future SLA with AREC
   a. SAR funding review 2017/18-19/20
   b. Government contracting requirements

6. Other Items:
   a. Data Standard – implementation
   b. Communications Review
   c. NSSP 2016/17
   d. Any other business?
1. It is recognised and acknowledged that all parties to this SLA are, with respect to Search and Rescue activities, subject to the Health & Safety at Work Act 2015 (the Act).

2. Under the Act each of the parties to this SLA is a “Person Conducting a Business or Undertaking (PCBU)” with respect to SAR operations and training.

3. Each PCBU owes a primary duty of care, under the Act, to SAR staff – both volunteers and paid staff.

4. The primary duty of care requires all PCBUs to ensure, so far as is reasonably practicable:
   • the health and safety of its workers or those workers who are influenced or directed by the PCBU. This includes all SAR staff and volunteers.
   • that the health and safety of other people is not put at risk from work carried out as part of the conduct of the business or undertaking.

5. The PCBU’s specific obligations, so far as is reasonably practicable:
   ▪ providing and maintaining a work environment that is without risks to health and safety
   ▪ providing and maintaining safe equipment and systems of work
   ▪ providing adequate facilities at work for the welfare of workers, including ensuring access to those facilities
   ▪ providing information, training, instruction or supervision necessary to protect workers and others from risks to their health and safety
   ▪ monitoring the health of workers and the conditions at the workplace for the purpose of preventing illness or injury.

6. The parties to this SLA will ensure that all personnel engaged in SAR activities do so under the auspices of an effective health and safety management system consistent with accepted standards and legislation.

7. The parties agree that all SAR personnel engaged in SAR activities may abandon or suspend a SAR operation, or decline to accept a SAR tasking, should they feel that their health and safety is at risk.

8. During a SAROP (or a SAREX with multiple SAR agencies), LandSAR, Coastguard, AREC, SLSNZ, Police, and RCCNZ [a business unit of Martine NZ] (and any other SAR agencies present) will have overlapping duties of care depending on the circumstances. Each PCBU must discharge its duty to the extent it has the “ability to influence and control the matter”. The parties agree to consult, cooperate and coordinate as multiple PCBUs to ensure the
safety of all involved in these situations.

9. XXXXXXX will establish and maintain a fit-for-purpose and effective Safety Management System covering all of the SAR activities of XXXXXXX volunteers.

During the term of this SLA, XXXXXXX will:

a. provide the coordinating authorities with an independent audit of the XXXXXXX Safety Management System at least every two years.

b. ensure SAR volunteers receive adequate training in the principles of health and safety generally and the use of the XXXXXXX Safety Management System in particular.

c. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to WorkSafe NZ in line with statutory reporting requirements.

d. report all notifiable injury, illnesses, or events sustained in the course of SAR operational and training activities to the coordinating authorities and the NZSAR Secretariat as soon as possible after the event.

e. Agree to permit access at a mutually agreed time to the Police, RCCNZ, or their nominated representative for the purpose of verifying any aspect of the operators’ activities or systems relevant to meeting the health and safety requirements of this agreement.

f. report health and safety performance data to the coordinating authorities and NZSAR annually or on request as follows:
   i. number of health and safety incidents recorded over the past 12 months
   ii. any health and safety enforcement activity which has occurred over the past 12 months
   iii. the number of people provided with health and safety training over the past 12 months
   iv. the results of any internal or external health and safety audits

g. share ‘lessons learnt’ with the coordinating authorities and NZSAR on an ongoing basis.

h. participate in the NZSAR Strategic Health and Safety Committee and any other inter-agency health & safety forums as appropriate.
Governance of AREC is carried out throughout the year. All projects undertaken are agreed to by the Management team. As well, the financial aspects are carefully administered by the AREC Treasurer. Auditing is carried out twice a year due to the fact that the Ministries financial year ends on the 30th June and NZART/AREC financial year ends on 30th December.

Joint meetings with SAR groups are attended throughout the country. Likewise SAREXE.s are also attended.

Engineering assistance has been provided to the Turangi LSAR group and a permanent repeater established for their use on Mt Pihanga. This repeater covers a very large area of the Ruapahu/Tongorero area. A letter from them is attached.

Upgrading of the highest repeater in the Tararua Range has also been undertaken.

OSH policy is practised on all operations and as well individual safety plans are used as per the attached one for the Tora Challenge held this weekend.

Live tracking of members is now possible and PLB’s may be issued in the near future.

SARTrack training and implementation has been established in many areas of the country.

Digital H.F. communication has recently been developed and will be tested to evaluate its suitability and advantages for SAR use.

Jeff Sayer
National Director
AREC
14 April 2016

Dear Jeff

On behalf of the Turangi LandSAR group I wish to thank you for all the work you have done to assist us in establishing the repeater on Mount Pihanga.

It has only been operative for a short time but already it has proved to be a massive improvement to our VHF communications. We have had two operations associated with the Tongariro Alpine Crossing and field team members have had great comms with our Turangi Police Base as well as Taupo Police Station, situated over 50 kilometres away! Tests have also been undertaken from more distant locations where Mount Pihanga has been in view and proved successful. We hope to produce a map to show the coverage in due course.

Your help has been invaluable in working through the various protocols and contacts in making this come to fruition.

Once again many thanks for your efforts. I hope you will get a chance to call in and see us sometime when you are up this way.

Yours sincerely,

Alan Raftery
Chairman
New Zealand Search and Rescue

Service Level Agreement meeting with: AREC

20 April 2016   2.00-3.00pm
RCCNZ (Avalon)

Agenda Items

   a. NZSAR
   b. Police
   c. RCCNZ
   d. AREC

2. Review of SLA expenditure for 2016/17

3. SLA review for 2017/18 by contractor

4. NZSAR Council letter of intent for 2017/18

5. SLA issues for the current SLA:
   a. SAR Health & Safety

6. Other Items:
   a. Data Standard – implementation and picture of AREC non-SAR effort
   b. NSSP 2017/18
   c. Any other business?
FOR THE SLA MEETING WITH ABEC

⇒ QUARTERLY + ANNUAL REPORTING IS GOOD AND VERY FUNCTIONAL

⇒ FINANCIAL REPORTING HAS DEFINITELY IMPROVED OVER THE YEARS (LAST YEAR'S ATTACHED) - HOWEVER COULD USE Slightly More Info About The Expenditure & Equipment Purchases Or R-docs
⇒ What did they buy?

⇒ No reply to Letter of Intent this year

* You will probably need to call Jeff beforehand to see if he is coming in or will teleconf.

* We asked Rachel to book a room with teleconf facility.