11 FEB 2019

Information withheld under section 9(2)(a) of the Official Information Act 1982

Dear [Name],

I refer to your request received on 9 January 2019, pursuant to the Official Information Act 1982 (the OIA), seeking the following from the New Zealand Search and Rescue Secretariat:

Could you please send me a copy of the most recent service level agreement with each of the NGOs...

Certain information is being withheld from the five documents you have requested, in reliance on sections 9(2)(a) and 9(2)(b)(ii) of the OIA. Further detail is provided in the table overleaf.

In regard to the information that has been withheld under sections 9(2)(a) and 9(2)(b)(ii) of the OIA, I am of the opinion that there are no countervailing considerations that make it desirable, in the public interest, to make the information available.

You have the right under section 28(3) of the OIA to make a complaint about the withholding of information to the Ombudsman, whose address for contact purposes is:

The Ombudsman
Office of the Ombudsmen
P. O Box 10-152
WELLINGTON

Yours sincerely

[Signature]

Peter Mersi
Chief Executive, Ministry of Transport

11 FEB 2019
### The documents you requested

<table>
<thead>
<tr>
<th>Document number</th>
<th>Document title</th>
<th>Comment</th>
<th>Grounds for withholding information</th>
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<tbody>
<tr>
<td>1</td>
<td>AREC NZSAR SLA</td>
<td>Partially released</td>
<td>Section 9(2)(a)</td>
</tr>
<tr>
<td>2</td>
<td>Coastguard NZSAR SLA</td>
<td>Partially released</td>
<td>Section 9(2)(a) Section 9(2)(b)(ii)</td>
</tr>
<tr>
<td>3</td>
<td>LandSAR NZSAR SLA</td>
<td>Partially released</td>
<td>Section 9(2)(a)</td>
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<td>4</td>
<td>SLSNZ NZSAR SLA</td>
<td>Partially released</td>
<td>Section 9(2)(a)</td>
</tr>
<tr>
<td>5</td>
<td>MSC NZSAR SLA</td>
<td>Partially released</td>
<td>Section 9(2)(a)</td>
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### Reasoning for the withholding of information

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<tr>
<td>Section 9(2)(a)</td>
<td>All documents</td>
<td>Withholding this information is necessary to protect the privacy of natural persons.</td>
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<tr>
<td>Section 9(2)(b)(ii)</td>
<td>Document 2</td>
<td>Withholding this information is necessary to avoid unreasonable prejudice of the commercial position of the person who supplied the information</td>
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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 CC55556 ("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 re-negotiate 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.

(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.

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
Briar Gill-Michaels
EA
1grey St, Wellington
Signed by   
New Zealand Police
in the presence of:

Witness signature:
Witness name: MIKE RUSBATCH
Occupation: ASSISTANT COMMISSIONER
RESPONSE AND OPERATIONS
Address: 8/10/16

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

Witness signature:
Witness name: BRUCE WILLS
Occupation: EXECUTIVE ASSISTANT
Address: P.O. 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.

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**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&lt;br&gt; Coordinating Authorities</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>

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**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>
<thead>
<tr>
<th>Outputs and Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>The provision of expert search and rescue services in a timely manner by trained</td>
</tr>
<tr>
<td>personnel using appropriate equipment on request by the Coordinating Authorities in</td>
</tr>
<tr>
<td>support of SAROPs</td>
</tr>
<tr>
<td>• Number of tasking requests and number of SAROPs supported</td>
</tr>
<tr>
<td>• Trained personnel utilised</td>
</tr>
<tr>
<td>• Appropriate equipment utilised</td>
</tr>
<tr>
<td>• Provision of tracking data</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Related performance measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Specialist AREC advice is made available on request</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ambition (where appropriate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 100% of tasked SAROPs supported</td>
</tr>
<tr>
<td>• 100% of requested support provided</td>
</tr>
<tr>
<td>• 100% appropriately trained personnel used for SAROP</td>
</tr>
<tr>
<td>• 100% appropriate equipment used for SAROP</td>
</tr>
<tr>
<td>• 100% live tracking data provided at all times when it exists</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Report requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Appropriately completed SAROP incident report submitted to the Coordinating</td>
</tr>
<tr>
<td>Authorities for each SAROP</td>
</tr>
<tr>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Outputs and Outcomes</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</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>
</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>
</tr>
<tr>
<td>Identify to the NZSAR Secretariat any SAR related activity that may be suitable for knowledge management capture and sharing.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Outputs and Outcomes</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
</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 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>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, Wairongomai 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:
  - **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.
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

ROYAL NEW ZEALAND COASTGUARD INCORPORATED an incorporated society established under the Incorporated Societies Act 1908 ("Coastguard NZ")

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 Coastguard NZ, 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. Coastguard NZ provides, through its member Units (which are themselves incorporated societies under the Incorporated Societies Act 1908), search and rescue services.

2.5. Coastguard NZ 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.

2.6. 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 Coastguard NZ, in order to provide SAR services; and

(b) to establish and promote a sound collaborative working relationship based on mutual respect and goodwill between Coastguard NZ (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 Coastguard NZ 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 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 Coastguard NZ have Units in New Zealand;

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

3.3. This Agreement excludes any non-SAR activities provided by Coastguard NZ 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 Coastguard NZ. The Coordinating Authorities and the Secretary for Transport will promptly advise Coastguard NZ of any request received under the Act that relates to Coastguard NZ’s information and prior to any disclosure under the request.

4.3. Coastguard NZ 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 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 Coastguard NZ 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, Coastguard NZ 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 Coastguard NZ’s agreed best practice standard.

7.2. Coastguard NZ 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 Coastguard NZ’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

(a) require Coastguard NZ to remedy the deficiency at Coastguard NZ’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. A Relationship Agreement between the Coordinating Authorities and Coastguard NZ will be attached as Appendix 2 to this Agreement when a signed copy is received by the NZSAR Secretariat.

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 President of Coastguard NZ, 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 the Appendices 1 and 2.
11. FEES AND PAYMENT

11.1. The Secretary for Transport will pay Coastguard NZ 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. The Crown funding to Coastguard NZ comprises general and specific components as described in Schedule 3.

12.2. As Crown funding, the general funding component of the 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 Coastguard NZ;
(b) Research and analysis;
(c) Cross agency initiatives;
(d) NZSAR Council priorities as outlined in the annual letter of intent (Schedule 3 clause 9).

12.3. The specific funding component of the payments is to be applied to activities to improve the medium-term sustainability of Coastguard NZ, as detailed in Schedule 3.

13. DISCLOSURE

13.1. Coastguard NZ 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. Coastguard NZ will meet reporting requirements in accordance with Schedules 2 and 4:

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

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

(c) Financial and audit: Coastguard NZ will ensure that the annual financial statements of Coastguard NZ 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 Coastguard NZ.
(d) Coastguard NZ 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) Coastguard NZ will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.

(f) **Health and Safety**: Coastguard NZ 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 Coastguard NZ'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 Coastguard NZ 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 "Confidential Information" means any information relating to personnel, policies, records, dealings, or strategies of the Parties, or information relating to personal and health information about any person.

15.2. Coastguard NZ, 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 Coastguard NZ 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 and 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 communications 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, Coastguard NZ may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

18.2. Coastguard NZ 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 Coastguard NZ 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 Coastguard NZ 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:

   Royal New Zealand Coastguard Incorporated
   Name: Chief Executive Officer
   Address: Level 2, 470 Parnell Road
            Parnell, Auckland 1052
   Fax number: 09 337 0765
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. Coastguard NZ 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. Coastguard NZ will not use the Coordinating Authorities' names to advertise its business or other activities without the Coordinating Authorities' express prior written permission, and Coastguard NZ 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. Coastguard NZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by Coastguard NZ under this Agreement.

26. WARRANTY OF INTEREST

26.1. Coastguard NZ warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place Coastguard NZ 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 Coastguard NZ 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) **Coastguard NZ**: includes any authorised Coastguard NZ 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) **Effective Date**: means 1 July 2017.

(e) **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.

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

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

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

(i) **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, providing for initial medical care or other needs and then delivering them to a place of safety.

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

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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.
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
Appendix 2 [RESERVED] Relationship Agreement: RCCNZ, Police, Coastguard NZ

RELEASED UNDER THE OFFICIAL INFORMATION ACT
EXECUTION AND DATE

Executed as an agreement.

Date:

Signed by Patrick Holmes
Royal New Zealand Coastguard Incorporated
in the presence of:

Witness signature: Patricia Timoney
Witness name: Patricia Timoney
Occupation: 
Address: 

Signed by
Maritime New Zealand
in the presence of:

Witness signature: Patricia Timoney
Witness name: Patricia Timoney
Occupation: 
Address: 

Information withheld under Section 9(2)(a) of the Official Information Act 1982
Signed by
New Zealand Police
in the presence of:

Commissioner/Authorised signatory

Witness signature: Mary Sweeney
Witness name: Mary Sweeney
Occupation: EA to DC NATIONAL OPERATIONS
Address: 180 Molesworth St, Wellington 6140

Mike Clement
Deputy Commissioner
National Operations

Lisa Barrett
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: Bray Williams
Occupation: Executive assistant to Chief Executive
Address: 318 Lambton Quay, 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 Coastguard NZ 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. Coastguard NZ 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 Coastguard NZ 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 Coastguard NZ 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 Coastguard NZ 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 Coastguard NZ and the relevant Coordinating Authority, Coastguard NZ will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in Coastguard NZ processes and procedures.

   2.3. Meetings. Coastguard NZ 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 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. Coastguard NZ 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. Coastguard NZ 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. Coastguard NZ provides a SAR response service to a Coordinating Authority;
   3.2. Coastguard NZ provides expert Coastguard NZ advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. Coastguard NZ provides appropriately trained Incident Management Team Members 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 Coastguard NZ Response Services, Coastguard NZ 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, Coastguard NZ 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.** Coastguard NZ 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. Coastguard NZ resources used;
5.1.6. The number of Coastguard NZ people used for SAROPs, SAR
operational hours and if known, SAR training and administrative
hours.

5.2. A quarterly summary of non-SAROP activity Coastguard NZ conducts at the
request of Civil Defence and Emergency Management (CDEM) or the
Ministry of Primary Industries (MPI). This Coastguard NZ 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. Coastguard NZ participation at SAR related meetings and forums;

6. **Local Exercises and Local Meetings.** Coastguard NZ 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.** Coastguard NZ will report on
national level exercises and meetings with relevance to the NZSAR sector.

8. **Resources Database.** Coastguard NZ will advise the NZSAR Secretariat in
writing on 1 July annually that it has audited and updated the Coastguard NZ
information contained within the Online NZSAR Resources Database.

9. **Recognition.** Coastguard NZ will nominate relevant Coastguard NZ members
for the NZSAR award as appropriate.

10. **Lessons.** Coastguard NZ will identify and share with the NZSAR Secretariat
any "lessons" identified by Coastguard NZ as a result of SAROPs, training, or
SAREXs on occurrence and as they are available.

11. **Financial Reporting.** Coastguard NZ 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:

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

11.2. An independently audited summary of how the general SLA funding
(Schedule 3 clause 3) 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).
11.3. An independently audited summary of how the specific SLA funding (Schedule 3 clause 4) was applied during the financial year.

11.4. An independently audited summary of how the Police grant (Schedule 3 clause 11) was applied during the financial year.

11.5. Certification by the independent auditor that Coastguard NZ satisfactorily applied and complied with its written financial management procedures.

11.6. Certification by the independent auditor that Coastguard NZ has complied with all requirements of the Incorporated Societies Act 1908.

11.7. 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.

12. **Specific funding reporting.** Coastguard NZ will provide the NZSAR Council with:

12.1. A copy of their finalised funding investment key performance indicators within four weeks of the effective date of this SLA;

12.2. An annual update of the fundraising investment key performance indicators at the end of each financial year of this SLA;

12.3. A summary report outlining the effectiveness of the NZSAR Council fundraising investment as at 30 June 2020.

### 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>
</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       
|                                             | Coordinating Authorities        |
| Financial Report following Audit           | Within 3 months of 30 June      | NZSAR Secretariat       |
| Summary report for the specific funding    | Within 30 working days of 30 June 2020 | NZSAR Secretariat |

**Monitoring**

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

14. 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 Coastguard NZ 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 Coastguard NZ.

15. 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  
- VHF communication as per the agreed Channel 16 protocol  
- 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 |
| The provision of expert Coastguard NZ advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided | - Specialist Coastguard NZ advice is made available on request | - Specialist Coastguard NZ advice is accessible 100% of time on request | - Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert Coastguard NZ 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 Coastguard NZ conducts that may have the effect of preventing persons being put in a distress situation. This Coastguard NZ activity is not that which is authorised by a Coordinating Authority.</td>
<td>• Communication to the Coordinating Authorities of other Coastguard NZ 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 Coastguard NZ 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>
</tbody>
</table>

<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 Coastguard NZ organisation, structure and</td>
<td>• Current Coastguard NZ 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</td>
</tr>
<tr>
<td>capabilities 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>that the information in the online Resources Database is up to date</td>
</tr>
<tr>
<td></td>
<td>• The online Resources Database is kept up to date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Where appropriate, Coastguard NZ will participate in and support joint SAR training</td>
<td>• Number of local area joint training exercises attended</td>
<td>• 100% of requested participation.</td>
<td>• To the exercise coordinator as required</td>
</tr>
<tr>
<td>exercises including the training of other SAR sector practitioners in Coastguard NZ</td>
<td>• Number of national joint training exercises attended</td>
<td></td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>processes and procedures</td>
<td></td>
<td></td>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Coastguard NZ will attend and support specialist SAR meetings and forums at the</td>
<td>• Number of SAR related meetings and forums attended</td>
<td>• 100% of requested participation.</td>
<td></td>
</tr>
<tr>
<td>local and national level as appropriate</td>
<td></td>
<td></td>
<td>• Information included in quarterly summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td>Nominate relevant Coastguard NZ members for the NZSAR award as appropriate</td>
<td>• Nomination of Coastguard NZ members who could be considered for the NZSAR award</td>
<td></td>
<td>• Information included in annual summary submitted to NZSAR Secretariat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Nominations to use the NZSAR award nomination form</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>Medium-term sustainability of Coastguard NZ is improved</td>
<td>• Investment in acquisition of regular monthly supporters</td>
<td>• Database growth, three year return on investment, net income growth over five years, as per the Coastguard NZ fundraising investment key performance indicators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Investment in acquisition of cash supporters</td>
<td>• Database growth, net income growth over five years, as per the Coastguard NZ fundraising investment key performance indicators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Investment in acquisition to address attrition of lottery supporter database</td>
<td>• Database and income growth over three years, as per the Coastguard NZ fundraising investment key performance indicators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Investment to promote new membership product nationally to acquire members outside of the Northern Region catchment</td>
<td>• Membership growth and revenue generation for Coastguard Eastern, Central and Southern Region over three years, as per the Coastguard NZ fundraising investment key performance indicators</td>
<td>• Coastguard NZ to provide the NZSAR Council with their fundraising investment key performance indicators by 31 July 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Coastguard NZ to provide the NZSAR Council an annual update on their fundraising investment key performance indicators, including any changes to the fundraising allocations and key performance indicators</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Coastguard NZ to provide a summary report within 30 working days of the effectiveness of the total package of fundraising investment</td>
</tr>
</tbody>
</table>

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SCHEDULE 3: PAYMENTS (Clause 11)

1. It is intended that Coastguard NZ 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) funding to Coastguard NZ comprises general and specific components.

2.1. The general funding component remains constant for the term of this Agreement at $1,874,000 for 2017/18, 2018/19, 2019/20, and out-years.

2.2. The specific funding component remains constant for the term of this Agreement at $566,000 for 2017/18, 2018/19, and 2019/20, and ceases for out-years.

3. General funding. 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:

3.1. The governance and management of Coastguard NZ.

3.2. Research and analysis aimed at making Coastguard NZ, and the system as a whole, as efficient and effective as possible.

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

4. Specific funding. The $566,000 per annum of NZSAR Council (Crown) payments to improve the medium-term sustainability of Coastguard NZ through fundraising purposes, are allocated as follows:

4.1. for fundraising – exhibition, cold list acquisition, lottery marketing

4.2. Information withheld under Section 9(2)(b)(ii) of the Official Information Act 1982

4.3. for fundraising – mailed appeals

4.4. for fundraising – telemarketing

4.5. This specific funding applies for FY 2017/18, 2018/19, 2019/20 and ceases for out-years.

5. Coastguard NZ can re-allocate the specific payments outlined in clauses 4.1-4.4 by written agreement with the NZSAR Council.

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

7. Coastguard NZ 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. Coastguard NZ acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

8. Coastguard NZ performs non-SAR functions with its people and assets. Coastguard NZ also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc.
9. 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.

**Coastguard NZ Payments for FY 2017/18, 2018/19 and 2019/20**

<table>
<thead>
<tr>
<th>Quarter</th>
<th>General funding</th>
<th>Specific funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 (Jul-Sep)</td>
<td>$468,500</td>
<td>$141,500</td>
<td>$610,000</td>
</tr>
<tr>
<td>Quarter 2 (Oct-Dec)</td>
<td>$468,500</td>
<td>$141,500</td>
<td>$610,000</td>
</tr>
<tr>
<td>Quarter 3 (Jan-Mar)</td>
<td>$468,500</td>
<td>$141,500</td>
<td>$610,000</td>
</tr>
<tr>
<td>Quarter 4 (Apr-Jun)</td>
<td>$468,500</td>
<td>$141,500</td>
<td>$610,000</td>
</tr>
<tr>
<td><strong>TOTAL per annum</strong></td>
<td><strong>$1,874,000</strong></td>
<td><strong>$566,000</strong></td>
<td><strong>$2,440,000</strong></td>
</tr>
</tbody>
</table>

10. **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 Coastguard NZ should utilise the SLA funding.

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

   11.1. Address the identified priorities provided in the NZSAR Council's Letter of Intent;

   11.2. Include an itemised budget of how Coastguard NZ intends to utilise the SLA funding for the Financial Year.

12. **Police Grant.** As part of the relationship agreement between the Coordinating Authorities and Coastguard NZ (appendix 2), NZ Police will pay Coastguard NZ an annual grant of $50,000. Payment will be made on receipt of an invoice from Coastguard NZ.
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. Coastguard NZ will establish and maintain a fit-for-purpose and effective Safety Management System covering all of the SAR activities of Coastguard NZ volunteers.

10. During the term of this Agreement, Coastguard NZ will:

10.1. provide the coordinating authorities with an independent audit of the Coastguard NZ 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 Coastguard NZ 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;

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

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

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

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

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

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

10.7. 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, Wairongomai 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.
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

NEW ZEALAND LAND SEARCH AND RESCUE INCORPORATED an incorporated society established under the Incorporated Societies Act 1908 ("LandSAR NZ")

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 LandSAR NZ, 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. LandSAR NZ provides, through its member Groups (as legal entities), search and rescue services.

2.5. LandSAR NZ 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.

2.6. 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 LandSAR NZ, in order to provide SAR services and

(b) to establish and promote a sound collaborative working relationship based on mutual respect and goodwill between LandSAR NZ and its Member Groups (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 LandSAR NZ 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 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 LandSAR NZ have Groups in New Zealand;

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

3.3. This Agreement excludes any non-SAR activities provided by LandSAR NZ 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 LandSAR NZ. The Coordinating Authorities and the Secretary for Transport will promptly advise LandSAR NZ of any request received under the Act that relates to LandSAR NZ’s information and prior to any disclosure under the request.

4.3. LandSAR NZ 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 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 LandSAR NZ 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, LandSAR NZ 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 LandSAR NZ’s agreed best practice standard.

7.2. LandSAR NZ 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 LandSAR NZ’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

(a) require LandSAR NZ to remedy the deficiency at LandSAR NZ’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. A Relationship Agreement between the Coordinating Authorities and LandSAR NZ will be attached as Appendix 2 to this Agreement when a signed copy is received by the NZSAR Secretariat.

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 Chief Executive of LandSAR NZ, 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 Appendices 1 and 2.
11. FEES AND PAYMENT

11.1. The Secretary for Transport will pay LandSAR NZ 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. The Crown funding to LandSAR NZ comprises general and specific components as described in Schedule 3.

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

(a) The governance and management of LandSAR NZ;

(b) Research and analysis;

(c) Cross agency initiatives;

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

12.3. The specific funding component of the payments is to be applied to:

(a) Funding to manage system risks and support volunteer engagement;

(b) Funding for IT improvements;

(c) Funding to improve the medium-term sustainability of LandSAR NZ;

(d) Funding to respond to the growth trend in Wander SAR.

13. DISCLOSURE

13.1. LandSAR NZ 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. LandSAR NZ will meet reporting requirements in accordance with Schedules 2 and 4:

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

(b) **General**: LandSAR NZ will meet the general reporting requirements in accordance with Schedule 2.
(c) **Financial and audit:** LandSAR NZ will ensure that the annual financial statements of LandSAR NZ 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 LandSAR NZ.

(d) LandSAR NZ 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) LandSAR NZ will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.

(f) **Health and Safety:** LandSAR NZ 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 LandSAR’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 LandSAR 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. LandSAR, 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 LandSAR 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, LandSAR NZ may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

18.2. LandSAR NZ 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 LandSAR NZ 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 LandSAR NZ 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:

New Zealand Land Search and Rescue
Name: Chief Executive Officer
Address: 9/245 St Asaph Street
Christchurch 8011
Fax number: 03 374 2424
Telephone: 03 374 2424

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. LandSAR NZ 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. LandSAR NZ will not use the Coordinating Authorities' names to advertise its business or other activities without the Coordinating Authorities' express prior written permission, and LandSAR NZ 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. LandSAR NZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by LandSAR NZ under this Agreement.

26. WARRANTY OF INTEREST

26.1. LandSAR NZ warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place LandSAR NZ 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 LandSAR NZ or NZSAR Secretarial 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) **LandSAR NZ**: includes any authorised LandSAR NZ members.

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

(e) **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.

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

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

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

(i) **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, providing for initial medical care or other needs and then delivering them to a place of safety.

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

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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.
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
Appendix 2  [RESERVED] Relationship Agreement: RCCNZ, Police, LandSAR
EXECUTION AND DATE

Executed as an agreement.

Date:

Signed by
New Zealand Land Search and Rescue
in the presence of:

) Chief Executive Officer

Witness signature:
Witness name:
Occupation:
Address:

Signed by
Maritime New Zealand
in the presence of:

Chairperson/Authorised signatory
Director

Witness signature:
Witness name:
Occupation:
Address:

Information withheld under section 9(2)(a) of the Official Information Act 1982
Mike Clement  
Deputy Commissioner  
National Operations

Signed by
New Zealand Police
in the presence of:

Witness signature: M. Sweeney
Witness name: MARY SWEENEY
Occupation: EA TO DC NATIONAL OPERATIONS
Address: 180 MOLESWORTH ST, WELLINGTON 6140

Signed by Lisa Bennett

To The Secretary for Transport (for and on behalf of the New Zealand Search and Rescue Council)
in the presence of:

Witness signature: John Mills
Witness name: BONNIE MILLS
Occupation: executive assistant to chief executive
Address: Level 2, 318 Lambton Quay, 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 LandSAR NZ to the Coordinating Authorities include:

1.1. The provision of land search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. LandSAR NZ 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 LandSAR NZ 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 LandSAR NZ 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 LandSAR NZ 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 LandSAR NZ and the relevant Coordinating Authority, LandSAR NZ will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in LandSAR NZ processes and procedures.

2.3. Meetings. LandSAR NZ 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 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. LandSAR NZ 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. LandSAR NZ 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. LandSAR NZ provides a SAR response service to a Coordinating Authority;
   3.2. LandSAR NZ provides expert LandSAR NZ advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. LandSAR NZ 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 LandSAR NZ Response Services, LandSAR NZ 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, LandSAR NZ 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.** LandSAR NZ 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. LandSAR NZ resources used;
5.1.6. The number of LandSAR NZ people used for SAROPs, SAR operational hours and if known, SAR training and administrative hours.

5.2. A quarterly summary of non-SAROP activity LandSAR NZ conducts at the request of Civil Defence and Emergency Management (CDEM) or the Ministry of Primary Industries (MPI). This LandSAR NZ 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. LandSAR NZ participation at SAR related meetings and forums;

6. **Local Exercises and Local Meetings.** LandSAR NZ 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.** LandSAR NZ will report on national level exercises and meetings with relevance to the NZSAR sector.

8. **Resources Database.** LandSAR NZ will advise the NZSAR Secretariat in writing on 1 July annually that it has audited and updated the LandSAR NZ information contained within the Online NZSAR Resources Database.

9. **Recognition.** LandSAR NZ will nominate relevant LandSAR NZ members for the NZSAR award as appropriate.

10. **Lessons.** LandSAR NZ will identify and share with the NZSAR Secretariat any "lessons" identified by LandSAR NZ as a result of SAROPs, training, or SAREXs on occurrence and as they are available.

11. **Financial Reporting.** LandSAR NZ 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:

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

11.2. 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).
11.3. Certification by the independent auditor that LandSAR NZ satisfactorily applied and complied with its written financial management procedures.

11.4. Certification by the independent auditor that LandSAR NZ has complied with all requirements of the Incorporated Societies Act 1908.

11.5. 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.

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 10)</td>
<td>By 20 working days prior to 1 July</td>
<td>NZSAR Council</td>
</tr>
<tr>
<td>Table of outcome measures and KPIs (Schedule 3 clause 10)</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 Jun</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>Financial Report following Audit</td>
<td>Within 3 months of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
</tbody>
</table>

Monitoring

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

13. 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 LandSAR NZ 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 LandSAR NZ.

14. The NZSAR Secretariat will monitor the Agreement as set out in Table 2, below.
<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  
- VHF communication is as per the agreed Channel 16 protocol  
- 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 | - 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 LandSAR NZ advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided | - Specialist LandSAR NZ advice is made available on request | - Specialist LandSAR NZ advice is accessible 100% of time on request | - Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert LandSAR NZ 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 LandSAR NZ conducts that may have the effect of preventing persons being put in a distress situation. This LandSAR NZ activity is not that which is authorised by a Coordinating Authority.</td>
<td>• Communication to the Coordinating Authorities of other LandSAR NZ activity (not tasked by the Coordinating Authorities) that may prevent persons being put in a distress situation</td>
<td>• 100% of relevant activities</td>
<td>• Report to NZSAR Secretariat quarterly and annually on non-tasked LandSAR NZ 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>
</tbody>
</table>

Page 20 of 29
<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>
| Provide the up to date details of the LandSAR NZ organisation, structure and capabilities to include contact lists, available equipment and call out procedures | • Current LandSAR NZ 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, LandSAR NZ will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in LandSAR NZ 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 |
| LandSAR NZ 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 |
<p>| Nominate relevant LandSAR NZ members for the NZSAR award as appropriate | • Nomination of LandSAR NZ members who could be considered for the NZSAR award | | • Nominations to use the NZSAR award nomination form |</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>LandSAR NZ has improved management of system risks and volunteer engagement</td>
<td>• LandSAR NZ establishes a Safety Management System role (0.5 FTE funded by the SLA)</td>
<td>• To be confirmed in an annually agreed statement of outcomes and KPIs for SLA funding</td>
<td>To be measured and reported against the agreed statement of outcomes and KPIs for SLA funding</td>
</tr>
<tr>
<td></td>
<td>• LandSAR NZ establishes a Competency &amp; Training role (0.5 FTE funded by the SLA)</td>
<td>• To be confirmed in an annually agreed statement of outcomes and KPIs for SLA funding</td>
<td></td>
</tr>
<tr>
<td>LandSAR NZ IT systems are improved</td>
<td>• The LandSAR NZ IT system is integrated with the NZSAR IT system</td>
<td>To be confirmed in an annually agreed statement of outcomes and KPIs for SLA funding</td>
<td>To be measured and reported against the agreed statement of outcomes and KPIs for SLA funding</td>
</tr>
<tr>
<td>Medium-term sustainability of LandSAR NZ is improved</td>
<td>• LandSAR NZ establishes a Relationship &amp; Fundraising role (1.0 FTE funded by the SLA)</td>
<td>Three year return on investment, with net income growth, in line with agreed key performance indicators</td>
<td>To be measured and reported against the agreed statement of outcomes and KPIs for SLA funding</td>
</tr>
<tr>
<td>LandSAR NZ provides leadership for the Wander SAR sector</td>
<td>• LandSAR NZ establishes a Wander SAR Programme role (1.0 FTE funded by the SLA)</td>
<td>To be confirmed in an annually agreed statement of outcomes and KPIs for SLA funding</td>
<td>To be measured and reported against the agreed statement of outcomes and KPIs for SLA funding</td>
</tr>
<tr>
<td>Wander SAR equipment</td>
<td>• Wander SAR units and tracking devices are distributed according to identified needs</td>
<td>To be confirmed in an annually agreed statement of outcomes and KPIs for SLA funding</td>
<td>To be measured and reported against the agreed statement of outcomes and KPIs for SLA funding</td>
</tr>
</tbody>
</table>
SCHEDULE 3: PAYMENTS (Clause 11)

1. It is intended that LandSAR NZ 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) funding to LandSAR NZ comprises general and specific components.

2.1. The general funding component remains constant for the term of this Agreement at $650,000 for 2017/18, 2018/19, 2019/20, and out-years.

2.2. The specific funding component decreases over the term of this Agreement, as follows:

   2.2.1. $485,000 for 2017/18;
   2.2.2. $435,000 for 2018/19;
   2.2.3. $425,000 for 2019/20;
   2.2.4. $255,000 for 2020/21 and out-years.

3. **General funding.** 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:

3.1. The governance and management of LandSAR NZ.

3.2. Research and analysis aimed at making LandSAR NZ, and the system as a whole, as efficient and effective as possible.

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

4. **Specific funding.** NZSAR Council (Crown) payments are to be applied to the following specific activities.

4.1. Funding to manage system risks and support volunteer engagement:

   4.1.1. [redacted] for a 0.5 FTE for the Safety Management System for the term of this Agreement and out-years
   
   4.1.2. [redacted] for a 0.5 FTE for competency and training for the term of this Agreement and out-years

4.2. Funding for IT improvements:

   4.2.1. $35,000 for integrated IT system support for FY 2017/18 and FY 2018/19
   
   4.2.2. $30,000 for integrated IT system support for FY 2019/20 and out-years

4.3. Funding to improve the medium-term sustainability of LandSAR NZ:

   4.3.1. [redacted] for a 1.0 FTE for relationship and fundraising for the term of this Agreement only.
   
   4.3.2. Funding for a FTE for relationship and fundraising ceases for out-years.

4.4. Funding to respond to the growth trend in Wander SAR:
4.4.1. [Redacted] for a 1.0 FTE for Wander SAR for the term of this Agreement and out-years.

4.4.2. $100,000 for Wander SAR equipment and devices for FY 2017/18

4.4.3. $50,000 for Wander SAR equipment and devices for FY 2018/19

4.4.4. $45,000 for Wander SAR equipment and devices for FY 2019/20

4.4.5. Funding for Wander SAR equipment and devices ceases for out-years.

4.5. Payments for the specific component of Crown funding as described in clauses 4.1 to 4.4 will only be made available on the receipt of an agreed annual table of outcome measures and key performance indicators (KPIs) for the specific funding.

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

6. LandSAR NZ 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. LandSAR NZ acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

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

8. 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 tables below.

8.1. The specific funding component will only be paid on the receipt of agreed outcome measures and KPIs as per clauses 4.5 and 10.3.

<table>
<thead>
<tr>
<th>LandSAR NZ Payments for FY 2017/18, 2018/19 and 2019/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2017/18</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>Quarter 1 (Jul-Sep)</td>
</tr>
<tr>
<td>Quarter 2 (Oct-Dec)</td>
</tr>
<tr>
<td>Quarter 3 (Jan-Mar)</td>
</tr>
<tr>
<td>Quarter 4 (Apr-Jun)</td>
</tr>
<tr>
<td><strong>TOTAL FY 2017/18</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2018/19</th>
<th>General funding</th>
<th>Specific funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 (Jul-Sep)</td>
<td>$162,500</td>
<td>$108,750</td>
<td>$271,250</td>
</tr>
<tr>
<td>Quarter 2 (Oct-Dec)</td>
<td>$162,500</td>
<td>$108,750</td>
<td>$271,250</td>
</tr>
<tr>
<td>Quarter</td>
<td>General funding</td>
<td>Specific funding</td>
<td>Total</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------</td>
<td>------------------</td>
<td>------------</td>
</tr>
<tr>
<td>3 (Jan-Mar)</td>
<td>$162,500</td>
<td>$108,750</td>
<td>$271,250</td>
</tr>
<tr>
<td>4 (Apr-Jun)</td>
<td>$162,500</td>
<td>$108,750</td>
<td>$271,250</td>
</tr>
<tr>
<td>TOTAL FY 2018/19</td>
<td>$650,000</td>
<td>$435,000</td>
<td>$1,085,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2019/20</th>
<th>General funding</th>
<th>Specific funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (Jul-Sep)</td>
<td>$162,500</td>
<td>$106,250</td>
<td>$268,750</td>
</tr>
<tr>
<td>2 (Oct-Dec)</td>
<td>$162,500</td>
<td>$106,250</td>
<td>$268,750</td>
</tr>
<tr>
<td>3 (Jan-Mar)</td>
<td>$162,500</td>
<td>$106,250</td>
<td>$268,750</td>
</tr>
<tr>
<td>4 (Apr-Jun)</td>
<td>$162,500</td>
<td>$106,250</td>
<td>$268,750</td>
</tr>
<tr>
<td>TOTAL FY 2019/20</td>
<td>$650,000</td>
<td>$425,000</td>
<td>$1,075,000</td>
</tr>
</tbody>
</table>

9. **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 LandSAR NZ should utilise the SLA funding.

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

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

10.2. Include an itemised budget of how LandSAR intends to utilise the general SLA funding for the Financial Year.

10.3. Include a table of how the specific funding component of the SLA funding will be applied during the year. This table is to include outcome measures and KPIs for the specific funding.

11. **Police Grants.** As part of the relationship agreement between the Coordinating Authorities and LandSAR NZ, NZ Police will pay LandSAR NZ an annual grant as described in the table below. Payments will be made on receipt of an invoice from LandSAR NZ.

**NZ Police grants to LandSAR NZ for FY 2017/18, 2018/19 and 2019/20**

<table>
<thead>
<tr>
<th>To</th>
<th>How</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LandSAR NZ National Office</td>
<td>On invoice</td>
<td>$150,000</td>
</tr>
<tr>
<td>Wanaka LandSAR ACR Team</td>
<td>On invoice</td>
<td>$1,000</td>
</tr>
<tr>
<td>Taranaki Alpine Cliff Rescue</td>
<td>On invoice</td>
<td>$1,000</td>
</tr>
<tr>
<td>Ruapehu Alpine Rescue Organisation</td>
<td>On invoice</td>
<td>$1,000</td>
</tr>
<tr>
<td>LandSAR South Westland ACR Team</td>
<td>On invoice</td>
<td>$1,000</td>
</tr>
<tr>
<td>Christchurch Alpine Cliff Rescue</td>
<td>On invoice</td>
<td>$1,000</td>
</tr>
</tbody>
</table>
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)".

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

10. During the term of this Agreement, LandSAR NZ will:
    10.1. provide the coordinating authorities with an independent audit of the LandSAR NZ 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 LandSAR NZ 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;

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

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

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

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

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

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

10.7. 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 and include a short written description of the location.
    
    - **Preferred:** 14 figure NZTM eastings and northings (for example NZMG 2688290.5992594, Wairongiomi 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 include a 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 known to be 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.
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

SURF LIFE SAVING NEW ZEALAND INCORPORATED an incorporated society established under the Incorporated Societies Act 1908 ("SLSNZ")

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 SLSNZ, 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. SLSNZ prevents drowning and injury in New Zealand through a number of interventions, one of which is the provision of SAR services. These services are provided through its member Regions and Clubs (which are themselves incorporated societies under the Incorporated Societies Act 1908).

2.5. SLSNZ 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.

2.6. 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 SLSNZ, in order to provide SAR services; and

(b) to establish and promote a sound collaborative working relationship based on mutual respect and goodwill between SLSNZ (at the National, regional and local levels) 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 SLSNZ 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 services increasing the effectiveness of SAROPs to those in distress;

(c) to achieve co-operation among 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 SLSNZ has clubs in New Zealand;

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

3.3. This Agreement excludes any non-SAR activities provided by SLSNZ 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 or the Secretary for Transport may be required to release information about the services and about the Coordinating Authorities' relationship with SLSNZ. The Coordinating Authorities and the Secretary for Transport will promptly advise SLSNZ of any request received under the Act that relates to SLSNZ's information and prior to any disclosure under the request.

4.3. SLSNZ 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 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 SLSNZ 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, SLSNZ 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 SLSNZ’s agreed best practice standards.

7.2. SLSNZ 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 SLSNZ’s obligations under this Agreement, the relevant Coordinating Authority or the NZSAR Council may (without limiting their other remedies):

   (a) require SLSNZ to remedy the deficiency at SLSNZ’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 CEO of SLSNZ, 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 SLSNZ 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 SLSNZ;
(b) Research and analysis;
(c) Cross agency initiatives;
(d) NZSAR Council priorities as outlined in the annual letter of intent (Schedule 3 clause 7).

13. DISCLOSURE

13.1. SLSNZ 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. SLSNZ will meet reporting requirements in accordance with Schedules 2 and 4:

(a) Operational: SLSNZ will meet the operational reporting requirements in accordance with Schedule 2.
(b) General: SLSNZ will meet the general reporting requirements in accordance with Schedule 2.
(c) Financial and audit: SLSNZ will ensure that the annual financial statements of SLSNZ 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 their receipt by SLSNZ.
(d) SLSNZ 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) SLSNZ will have and adhere to written financial management procedures which are satisfactory to the NZSAR Council.
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 SLSNZ'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 SLSNZ 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. SLSNZ, 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 SLSNZ 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 to this Agreement 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, SLSNZ may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.

18.2. SLSNZ may subcontract or assign any aspect of the reporting requirement outlined in Schedule 2 if the proposed 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 SLSNZ 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 SLSNZ 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:

**Surf Life Saving New Zealand**

Name: Chief Executive Officer
Address: Pelorus Sports House
         93 Hutt Park Road
         Lower Hutt 5010
Fax number: 04 560 0400
Telephone: 04 560 0335

**Maritime New Zealand**

Name: Manager RCCNZ & Safety Services (MNZ)
Address: Rescue Co-ordination Centre New Zealand
         Avalon TV Studios, Percy Cameron Street
         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 Street
Thorndon
Wellington 6011
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 Information and Confidentiality, Reporting, Official Information Act, and Communication and Media Strategies will continue in full force and effect.

23. STATUS OF THE PARTIES

23.1. SLSNZ 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. SLSNZ will not use the Coordinating Authorities' names to advertise its business or other activities without the Coordinating Authorities' express prior written permission, and SLSNZ 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. SLSNZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by SLSNZ under this Agreement.
26. WARRANTY OF INTEREST

26.1. SLSNZ warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place SLSNZ 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 SLSNZ 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):

SLSNZ: includes any authorised SLSNZ personnel.

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\(^2\).

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\(^3\).

---

\(^1\) 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.
Effective Date: means 1 July 2017.

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.

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

RCCNZ: includes any authorised employee of RCCNZ.

SAREX: means a search and rescue training exercise.

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, 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.

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

5 Category II SAROPs typically require the use of national or international resources and may involve coordination with other States.
EXECUTION AND DATE

Executed as an agreement.

Date: 16/8/17

Signed by PAUL DALTON
Surf Life Saving New Zealand Incorporated
in the presence of:

) ) )
P. Dalton
Chief Executive Officer

Witness signature:
Witness name:
Occupation:
Address:

Signed by
Maritime New Zealand
in the presence of:

) ) )
) Chairperson/Authorised signatory
) Director

Witness signature:
Witness name:
Occupation:
Address:

Information withheld under section 9(2)(a) of the Official Information Act 1982
Signed by
New Zealand Police
in the presence of:

Commissioner/Authorised signatory

Witness signature: [Signature]
Witness name: MARY SWEENEY
Occupation: EA TO DC: NATIONAL OPERATIONS
Address: 180 MOLESWORTH ST, WELLINGTON 6140

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: [Signature]
Witness name: BRIGID WILLIS
Occupation: Executive Assistant to Chief Executive
Address: level 3, 318 THE TERRACE, 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 SLSNZ 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. SLSNZ 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 SLSNZ 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 SLSNZ 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 SLSNZ 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 SLSNZ and the relevant Coordinating Authority, SLSNZ will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in SLSNZ processes and procedures.
   2.3. Meetings. SLSNZ 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 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. SLSNZ 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. SLSNZ 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. SLSNZ provides a SAR response service to a Coordinating Authority;
   3.2. SLSNZ provides expert SLSNZ advice to the Coordinating Authorities or other SAR providing agencies;
   3.3. SLSNZ 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 SLSNZ Response Services, SLSNZ 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, SLSNZ 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.** SLSNZ 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. SLSNZ resources used;
5.1.6. The number of SLSNZ people used for SAROPs, SAR operational hours and if known, SAR training and administrative hours.

5.2. A quarterly summary of non-SAROP activity SLSNZ conducts that may have the effect of preventing persons being put in a distress situation. This SLSNZ 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. SLSNZ participation at SAR related meetings and forums.

6. **Local Exercises and Local Meetings.** SLSNZ 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.** SLSNZ will report on national level exercises and meetings with relevance to the NZSAR sector.

8. **Resources Database.** SLSNZ will advise the NZSAR Secretariat in writing by 1 July annually that it has audited and updated the SLSNZ information contained within the Online NZSAR Resources Database.

9. **Recognition.** SLSNZ will nominate relevant SLSNZ members for the NZSAR award as appropriate.

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

11. **Financial Reporting.** SLSNZ 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:

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

11.2. An independently audited summary of how the SLA funding was applied during the financial year, and how this compares to the letter 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);
11.3. Certification by the independent auditor that SLSNZ satisfactorily applied and complied with its written financial management procedures;

11.4. Certification by the independent auditor that SLSNZ has complied with all requirements of the Incorporated Societies Act 1908;

11.5. 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.

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>
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<td></td>
<td>• Within 15 working days of 31 Dec</td>
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<td></td>
<td>• Within 10 working days of 31 Mar</td>
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<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></td>
<td>Coordinating Authority</td>
<td>Coordinating Authorities</td>
</tr>
<tr>
<td>Financial Report following Audit</td>
<td>Within 3 months of 30 June</td>
<td>NZSAR Secretariat</td>
</tr>
</tbody>
</table>

Monitoring

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

13. 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 SLSNZ 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 SLSNZ.

14. 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  
- VHF communication is as per the agreed Channel 16 protocol  
- 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 |

| The provision of expert SLSNZ advice to the Coordinating Authorities or other SAR providing agencies on request as per contact list provided | - Specialist SLSNZ advice is made available on request | - Specialist SLSNZ advice is accessible 100% of time on request | - Appropriately completed SAROP incident report submitted to the Coordinating Authorities for each time expert SLSNZ 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 SLSNZ conducts that may have the effect of preventing persons being put in a distress situation. This SLSNZ activity is not that which is authorised by a Coordinating Authority.</td>
<td>• Communication to the Coordinating Authorities of other SLSNZ 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>• Report to NZSAR Secretariat quarterly and annually on non-tasked SLSNZ 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>
<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>
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<td>-------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Provide the up to date details of the SLSNZ organisation, structure and capabilities to include contact lists, available equipment and call out procedures | • Current SLSNZ 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, SLSNZ will participate in and support joint SAR training exercises including the training of other SAR sector practitioners in SLSNZ 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 |
| SLSNZ 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 SLSNZ members for the NZSAR award as appropriate | • Nomination of SLSNZ 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 SLSNZ 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 SLSNZ.

2.2. Research and analysis aimed at making SLSNZ, 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 SLSNZ national body for SAR services provided in accordance with clause 11. It is not intended that payments be used for the remuneration of SLSNZ volunteers but SLSNZ may choose to use a portion for reimbursements and honoraria.

4. SLSNZ 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. SLSNZ acknowledges that the expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

5. SLSNZ performs non-SAR functions with its people and assets. SLSNZ 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.

<table>
<thead>
<tr>
<th>SLSNZ Payments for FY 2017/18, 2018/19 and 2019/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1 (Jul-Sep)</td>
</tr>
<tr>
<td>Quarter 2 (Oct-Dec)</td>
</tr>
<tr>
<td>Quarter 3 (Jan-Mar)</td>
</tr>
<tr>
<td>Quarter 4 (Apr-Jun)</td>
</tr>
<tr>
<td><strong>Total per annum</strong></td>
</tr>
</tbody>
</table>

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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 SLSNZ 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, SLSNZ will reply to the NZSAR Council's Letter of Intent. This reply will outline how SLSNZ 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 SLSNZ intends to utilise the SLA funding for the Financial Year.
SCHEDULE 4: HEALTH AND SAFETY (Clause 4)

1. It is recognised and acknowledged that all Parties 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 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 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. SLSNZ will establish and maintain a fit-for-purpose and effective Safety Management System covering all of the SAR activities of SLSNZ volunteers.

10. During the term of this Agreement, SLSNZ will:
   10.1. provide the Coordinating Authorities with an independent audit of the SLSNZ 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 SLSNZ 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 and include a short written description of the location.
    - Preferred: 4 figure NZTM eastings and northings (for example NZMG 2688290,5992594, Wairongomai 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 include a 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°32’861" N, 65°45’671"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:
  - **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 known to be 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.
Joint Service Level Agreement
for the provision of search and rescue services

PARTIES

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

and

THE DEPARTMENT OF CONSERVATION ("DOC")

and

THE NEW ZEALAND MOUNTAIN SAFETY COUNCIL an incorporated society established under the Incorporated Societies Act 1908 ("MSC")

1. PREAMBLE

1.1. New Zealand has a high avalanche hazard and a significant avalanche safety risk to users of the back country as a result of growing numbers of users. All first-world countries with an avalanche hazard provide public advice about current avalanche conditions. An effective avalanche hazard advisory requires the active cooperation of a number of organisations, and relies on a network of snow professionals who understand snow conditions and are based at places to observe what is happening. This Service Level Agreement is intended to strengthen the relationship between Mountain Safety Council, the Department of Conservation, 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 avalanche hazard advisory operations.

2. INTRODUCTION

2.1. MSC is an incorporated society of government and non-government national organisations with roles related to safety for land based outdoor recreational activity.

2.2. MSC is a national organisation with a mandate to encourage safe participation in land-based outdoor recreational activities. It does this through the development and promotion of safety messaging, by identifying and responding to insights provided by the ongoing collection and analysis of data, and by building partnerships with relevant organisations.

2.3. Most avalanche terrain in New Zealand is managed by the Department of Conservation. Visitors and staff need to be aware of the hazards present on this terrain.
2.4. Avalanches involving people are low frequency but high consequence events, which can cause multiple fatalities, and they are more difficult to resolve than they are to prevent. Search and rescue (SAR) teams need to be aware of current avalanche risk as they respond to incidents.

2.5. The NZSAR Council is investing in an avalanche hazard advisory service, as prevention of Search and Rescue incidents is safer and more cost-effective than responding to them.

2.6. The New Zealand Search and Rescue (NZSAR) Council comprises the chief executives of the Civil Aviation Authority, Department of Conservation, Maritime New Zealand, Ministry of Transport, New Zealand Defence Force, and New Zealand Police. The 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 purpose of this Agreement is to describe the funding arrangements for supporting and maintaining the avalanche hazard advisory capability for New Zealand by MSC, in order to provide public Avalanche Hazard Advisory and avalanche public information services.

3.2. The outcome desired by the Parties is that MSC will be a strong and sustainable, well-governed, and robust organisation, which is able to provide efficient and effective public Avalanche Hazard Advisory and avalanche public information services. This Agreement excludes any non-SAR activities provided by MSC 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 Secretary for Transport and the Director-General of Conservation are subject to the Official Information Act 1982 and that under that Act the Secretary for Transport or the Director-General of Conservation may be required to release information about the Services and relationship with MSC. The Secretary for Transport or the Director-General of Conservation will promptly advise MSC of any request received under the Act that relates to MSC's information and prior to any disclosure under the request.

4.3. MSC will not release information about NZSAR or DOC, 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 NZSAR Council and DOC as to the information released.
4.4. **Health & Safety.** MSC will meet its health and safety obligations and reporting requirements in accordance with legislation when providing the services under the terms of this Agreement.

5. **MINISTERIAL INSTRUCTIONS**

5.1. Notwithstanding anything to the contrary in this Agreement, NZSAR Council and DOC 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 NZSAR Council and DOC. NZSAR Council and DOC must give MSC 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, 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. MSC will make publicly available avalanche hazard advisory and avalanche public information services as outlined in Schedule 1. The services are to be provided to a standard agreed to by the NZSAR Secretariat, DOC, and MSC.

7.2. The avalanche advisory provides daily public avalanche hazard assessments for 12 alpine regions, chosen on the basis of highest backcountry use and risk. The alpine regions are detailed in Schedule 1.

7.3. MSC will comply with the reporting requirements outlined in Schedule 2.

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

(a) require MSC to remedy the deficiency at MSC’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 10.1.
8. TERM OF AGREEMENT

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

8.2. 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.

9. REVIEW

9.1. This Agreement will be reviewed by the Parties (the NZSAR Secretariat Manager; Recreation Manager (DOC); and the Chief Executive Officer of MSC or their nominees) at least three months prior to the termination date and at any other time if requested in writing by any Party.

9.2. The terms of the review will include a review of Schedules 1, 2, and 3, the appendices, and a review of the quality of the avalanche advisory services provided.

10. FEES AND PAYMENT

10.1. The Secretary for Transport will pay the New Zealand Mountain Safety Council 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.

11. AUDIT

11.1. MSC will meet financial and audit reporting requirements in accordance with Schedule 2.

11.2. MSC will ensure that the annual financial statements of MSC 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 MSC.

11.3. MSC 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.

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

12. DISCLOSURE

12.1. MSC will inform the NZSAR Council and DOC as soon as practicable of any emerging, imminent or present threat to its capacity to deliver the Services.
13. CONFIDENTIALITY

13.1. For the purposes of this clause, "Confidential Information" means any information relating to personnel, policies, records, dealings, or strategies of the Parties or information relating to personal and health information about any person.

13.2. 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.

13.3. 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 the services must be treated as confidential and may not be divulged to any persons, media representatives, firms or corporations other than under clause 4.3 or as otherwise approved by the NZSAR Council and DOC representative in writing.

13.4. Subject to law, the Parties 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 land search and rescue services and will ensure that all such persons comply with the confidentiality obligations in this Agreement.

13.5. Each Party shall take appropriate steps to require that its employees' representatives and MSC Volunteers (as applicable) are aware of and bound by the requirements of clauses 13.3 and 13.4.

14. COMMUNICATION AND MEDIA STRATEGIES

14.1. 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.

14.2. 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.

14.3. A Party 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 with regard to their respective activities or performance.

15. VARIATIONS

15.1. 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.

16. ASSIGNMENT AND SUBCONTRACTING

16.1. Subject to clause 16.2, MSC may not transfer or assign any of its rights or obligations under this Agreement or assign any aspect of the services.
16.2. MSC 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) DOC and the NZSAR Council are notified of the subcontract or assignment (Appendix 1).

17. DISPUTE RESOLUTION

17.1. 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.

17.2. 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.

17.3. 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.

17.4. If the Parties are unable to resolve the dispute or difference by negotiation within 28 days of the date of notice served in clause 17.3, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the Parties.

17.5. 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.

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

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

18. TERMINATION

18.1. Either the NZSAR Council and DOC or MSC may terminate this Agreement by giving three months' notice in writing or as provided in clause 27.2.

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

19.1. Should the MSC be wound up or voluntarily choose to cease providing the avalanche advisory, the MSC will provide within 20 working days and at no cost, all avalanche advisory relevant IT systems, and Intellectual Property and Partner/Contractor details to NZSAR Secretariat and DOC to allow the continuation of the Avalanche Advisory service by another provider. The MSC will manage this process in collaboration with NZSAR Secretariat and DOC.

20. NOTICES

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

Mountain Safety Council
Name: Chief Executive Officer
Address: Ground Floor
86 Customhouse Quay
Wellington 6011

Fax number: 04 385 7366
Telephone: 04 915 9280

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

Department of Conservation (for the Director-General of Conservation)
Name: Director, Recreation, Tourism & Heritage
Address: Whare Kaupapa Atawhai / Conservation House
32 Manners Street
Wellington 6011
Fax number: 04 381 3057
Telephone: 027 536 6927
21. SURVIVAL

21.1. 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.

22. STATUS OF THE PARTIES

22.1. MSC acknowledges that it is an independent contractor to the NZSAR Council and DOC and nothing in this Agreement may be construed to make any Party a partner, servant, agent, employer or employee of the others.

23. ADVERTISING

23.1. MSC will not use the NZSAR and DOC names to advertise its business or other activities without the NZSAR Council’s and DOC’s express prior written permission, and MSC will comply with all terms on which such permission is given.

24. COSTS AND TAXES

24.1. Each party will bear its own costs of negotiating, preparing and executing this Agreement.

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

25. WARRANTY OF INTEREST

25.1. MSC warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place MSC in a conflict of interest position with respect to the services to be provided to the NZSAR Council and DOC.

25.2. If an actual or potential conflict of interest comes to the attention of MSC or NZSAR Secretariat during the term of this Agreement they will notify the NZSAR Council and DOC, of this immediately.

26. WAIVER

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

27. FORCE MAJEURE

27.1. 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.
27.2. 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.

28. DEFINITIONS

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

(a) 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 which the Party affected could have prevented or overcome by exercising reasonable care, or lack of funds for any reason.

(b) Confidential Information includes:
   - personal and health information about any person;
   - information relating to the NZSAR Council or DOC or MSC's business policies and procedures;
   - the provisions of this Agreement including the Schedules; and
   - any other information that the NZSAR Council and DOC or MSC indicates as being sensitive or confidential.

(c) Info-ex means Avalanche Advisory Information Exchange. A database which supports the exchange of technical snow, weather and avalanche information between subscribers.

(d) MSC includes any authorised MSC personnel.

(e) Effective Date means 1 July 2017.

(f) NZSAR Secretariat means the New Zealand Search and Rescue Secretariat.

29. SCHEDULES TO THIS AGREEMENT

Schedule 1 Services to be Provided
Schedule 2 Reporting and Monitoring
Schedule 3 Payments
EXECUTION AND DATE

Executed as an agreement.

Date:

Signed by
Mountain Safety Council in the presence of:

Witness signature:
Witness name:
Occupation:
Address:

Signed by
The Director-General of Conservation
in the presence of:

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:

Witness signature:
Witness name:
Occupation:
Address:

Information withheld under section 9(2)(a) of the Official Information Act 1982
SCHEDULE 1: SERVICES TO BE PROVIDED

1. The services provided by MSC to the NZSAR Council and DOC referred to in clause 7 of this Agreement consist of an avalanche advisory and a public information service.

1.1. Avalanche advisory service. The avalanche advisory service shall provide regular avalanche assessments online via the website www.avalanche.net.nz for the duration of the winter snow season.

1.1.1. Locations. The advisory will contain coordinated regular assessments of avalanche hazard and provision of avalanche risk and danger ratings for 12 regions (excluding ski fields, where responsibility rests with the ski area management) with maps of the regions available on the website. The advisory regions are:

- Tongariro
- Taranaki
- Nelson Lakes
- Canterbury – Arthur’s Pass
- Canterbury – Craigieburn Range
- Canterbury – Mt Hutt
- MacKenzie – Two Thumbs
- MacKenzie – Aoraki/Mt Cook
- MacKenzie – Ohau
- Southern Lakes – Wanaka
- Southern Lakes – Queenstown
- Fiordland

1.1.2. Content. Each advisory will contain as much relevant information as is practically available through field observation data, within the following seven advisory categories:

- Date and time of issue, including when the advisory is valid to
- Overall avalanche danger rating across three defined elevation bands
- Identify the primary avalanche danger
- Outline any recent avalanche activity
- Current snowpack conditions
- Basic mountain weather observations that may be impacting or contributing to the avalanche advisory (not a weather forecast), with a link to further information provided by MetService
- Sliding danger

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1 MacKenzie forecasting over April, May and June is dependent on DOC providing the relevant forecasting service to the MSC.
2 Fiordland forecasting is dependent on DOC providing the relevant forecasting service to the MSC.
1.1.3. **Updates.** Each advisory will be updated regularly throughout the forecasting season when the avalanche danger rating changes significantly enough to warrant issuing a new advisory. Updated advisories are posted every 24-48hrs, or when required.\(^3\)\(^4\)

1.2. **Public information service.** MSC shall provide further avalanche safety information to the public, which shall be communicated via regular electronic communication, social media outlets, and mass media releases as appropriate as detailed in Table 1.

1.2.1. **Signage.** MSC shall oversee the provision of approximately 90 backcountry Avalanche Danger assessment signs (similar to rural fire risk signs) to be maintained and updated regularly (see 1.1.3) at key mountain lands access points (e.g. strategic back country access points from ski fields and Department of Conservation (DOC) visitor centres).

1.3. **Duration of the service.** The avalanche forecasting season will vary depending on each geographical alpine region and in most cases will closely align with the local ski season/ski field. Therefore, the avalanche advisories for each region do not have a defined start or end date. The start and end dates for each region will be agreed in advance between MSC, DOC, and the NZSAR Council, as outlined in Schedule 2.

1.3.1. **Start Date.** The forecasting season is dependent on snowpack conditions and will only begin when there is sufficient snow to warrant an advisory. It is anticipated advisories will begin on/before 1 July each year. The start dates may come forward if the forecaster is on-site earlier and the snow conditions warrant an advisory service.

1.3.2. **End date.** The end date for each advisory will vary depending on the snow conditions, but typically the advisories will end by 31 October each year.

1.3.3. **Exceptions.** The advisory service for Aoraki/Mt Cook will be provided for the full year. The advisory service for Fiordland is to continue past the ski field season, as conditions in the spring can present a risk to users of the Great Walks.

**SUPPORT SERVICES**

2. The support services referred to in clause 7 of this Agreement are provided by MSC to the NZSAR Council and DOC in aid of supporting, developing and maintaining an avalanche advisory for New Zealand. The services include:

2.1. **Information.** Current details of the MSC organisation, structure and capabilities including contact lists. This information is to be accurately maintained and available to the NZSAR Council and DOC via the MSC website. Any major changes are to be advised directly to the NZSAR Council and DOC as soon as possible.

2.2. **Current details of the network of snow professionals, including a summary of their relevant qualifications and experience.**

2.3. **Exercises.** Where appropriate and with the prior agreement of MSC and the relevant Coordinating Authority, MSC may participate in and support joint SAR training exercises.

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\(^3\) Severe weather conditions may prohibit field observations and delay the ability for forecasters to produce detailed advisories.

\(^4\) Severe weather conditions may mean that a revised forecast is required sooner.
3. **Meetings.** MSC will attend and support SAR meetings at the 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.

3.1 **Documentation.** Subject to independent funding, MSC will maintain, review, update and make available New Zealand’s guidelines for snow weather and avalanche recording.

3.2 **Technical assurance, advice and support.** The MSC will establish and maintain an expert external avalanche advisory panel to provide parties with independent technical assurance, advice and support. The panel will:

3.2.1. Comprise a minimum of three named expert persons acceptable to all parties. Parties may be each invited to nominate a person to be a member of the panel.

3.2.2. Convene a minimum of three times annually (in person or virtually): Pre-season (before 15 June) to provide verification that the proposed winter service is adequately organised, resourced and technically sound; mid-season (vicinity 15 August) to provide quality assurance and relevant technical advice; post season (vicinity 15 November) to review the provision of the advisory over the past winter and offer suggestions for improving the advisory.

3.2.3. Check and verify MSCs documented forecaster standards.

3.2.4. Provide advice on www.avalanche.net.nz content and improvements.

3.2.5. Provide advice on the avalanche advisory database content, structure and operation.

3.2.6. Maintain an overview of the quality and consistency of forecasts.

3.2.7. Provide advice on forecaster training and support.

3.3. MSC will provide a terms of reference for the expert external avalanche advisory panel by 28 July 2017. The terms of reference are to be agreed to by the parties to the SLA.

3.4. The panel may convene at other times and is also expected to share ideas, act as forum to discuss issues and inform the MSC of relevant avalanche advisory trends and best practice.

4. **Info-ex.** MSC will manage and maintain the info-ex system including:

4.1. Maintenance of sound working relationships with info-ex providers


4.3. Training info-ex contracted contributors.

4.4. Info-ex website maintenance and improvements.

4.5. Info-ex database maintenance and improvements.

4.6. Checking for anomalies and moderating quality of info-ex contracted contributors.

4.7. Provision of support for info-ex subscribers with their use of the database.
SCHEDULE 2: 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. General Reporting. MSC will provide the following reports to the NZSAR Council, through NZSAR Secretariat, DOC, and the expert external avalanche advisory panel for each year of this Agreement.

2.1. Pre-Season. No later than 30 May each year\(^5\), MSC will provide a pre-season report, which is to include:

   2.1.1. Confirmation that MSC are able to provide all the avalanche advisory and public information services as listed in Schedule 1 for the season.
   2.1.2. A table (using the template from Appendix 1) outlining the details of the advisory for each of the regions as listed in clause 1.1 of Schedule 1, including:
       - The forecasters name.
       - Their relevant experience and/or qualifications.
       - Proposed start and likely end dates for the forecast.
   2.1.3. A table outlining the details of all the backcountry Avalanche Danger assessment signs (clause 1.2.1 of Schedule 1), including:
       - Locations of the signs.
       - Person/agency responsible for updating the signs and their contact details.
       - Frequency of updates.

2.2. In-Season. During the season, MSC will provide monthly reports, which are to include:

   2.2.1. Number of website visits during the previous month, and a cumulative total year to date.
   2.2.2. Number of avalanche related media features or advisories provided by MSC during the previous month, and a cumulative total year to date.
   2.2.3. Any changes made to the tables provided under clauses 2.1.2 and 2.1.3.
   2.2.4. Notification of any avalanche incidents or near-misses involving people in regions of the avalanche advisories that the MSC is aware of. DOC and the NZSAR Council will advise MSC of avalanche occurrences when known.

2.3. Post-Season. No later than 30 November each year, MSC will provide a post-season report, which is to include:

\(^5\) This information will be updated as forecasters become available and/or their details change.
2.3.1. Confirmation of the seasons start and end dates for each advisory region.
2.3.2. A collated summary of the information provided monthly under clause 2.2.
2.3.3. A collated summary of all avalanche incidents or near-misses involving people in regions of the avalanche advisories.
2.3.4. A performance report against the outcomes and outputs, and the performance measures, as detailed in Table 1.

3. **Incident reporting.** The details of any avalanche incident or near miss known to MSC that results in a fatality or injury is to be reported to the NZSAR Secretariat and DOC as soon as practicable after it comes to the knowledge of MSC. MSC is to inform the NZSAR Secretariat and DOC on the details of any investigation that may take place relating to the incident.

4. **Insights.** MSC will share any ‘insights’ it identifies with NZSAR Secretariat and DOC. These insights may be gained as a result of avalanche incidents, Coronial reports, information gained through partners, or the results of measuring MSC messaging impacts. The insights will be shared on occurrence, and as they are available.

5. **Financial Reporting.** MSC will report annually to the NZSAR Council through the NZSAR Secretariat, and DOC, within four 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.
   5.3. Certification by the independent auditor that MSC satisfactorily applied and complied with its written financial management procedures.

**Monitoring**
6. All parties have a part to play in monitoring this Agreement.
7. The NZSAR Secretariat will monitor the Agreement as set out in Table 1, below.
## Monitoring

### Table 1

<table>
<thead>
<tr>
<th>Outputs</th>
<th>Outcomes</th>
<th>Performance Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avalanche Advisory: regularity of forecasting.</td>
<td>Provision of high quality and regular avalanche advisories, across all 12 forecasting regions.</td>
<td>Advisories provided for all 12 regions, and are updated every 24-48hrs as per the agreed table in Appendix 1, or as required depending on need* (Fiordland forecast is dependent on DOC forecast information).</td>
</tr>
<tr>
<td>Avalanche Advisory: content of forecasts.</td>
<td>Provision of high quality and regular avalanche advisories.</td>
<td>100% of advisories to include danger rating across the three defined elevation bands.*</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100% of advisories will include primary avalanche danger.*</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100% of advisories will include dangerous aspect/s, likelihood of occurrence, likely size, trend, time of day, description of primary avalanche danger.*</td>
</tr>
<tr>
<td>Public Information: social media.</td>
<td>Regular, proactive social media posts promoting the avalanche advisory service and alpine/avalanche related safety messaging.</td>
<td>At least one social media post per week starting by 15 June and running until the final regional advisory has ended (excluding Aoraki/Mt Cook).</td>
</tr>
<tr>
<td>Public Information: website visits.</td>
<td>Public accesses the <a href="http://www.avalanche.net.nz">www.avalanche.net.nz</a> website</td>
<td>Maintain the number of both unique and total website visits compared with the previous winter season.</td>
</tr>
<tr>
<td>Public Information: proactive media features.</td>
<td>Regular, proactive public advertising/safety messaging utilising multiple distribution channels that provide both maximum reach to a broad audience and targeted delivery to known winter season communities.</td>
<td>A minimum of 15 proactive media features, across all media channels that reference <a href="http://www.avalanche.net.nz">www.avalanche.net.nz</a> or alternative alpine/avalanche relevant safety messaging.</td>
</tr>
<tr>
<td>Outputs</td>
<td>Outcomes</td>
<td>Performance Measures</td>
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<td>----------------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>Public Information: signage</td>
<td>Provision of backcountry Avalanche</td>
<td>MSC will collaborate with operators/organisations that display existing avalanche advisory signage, and will ensure they are updated as agreed with the NZSAR Council and DOC. The signage will provide supplementary advisory information and be located at strategic field positions. Signage is to include statements (stickers or otherwise provided by DOC/NZSAR) that the avalanche advisory is supported by NZSAR and DOC.</td>
</tr>
<tr>
<td></td>
<td>Danger assessment signs.</td>
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<tr>
<td>Independent verification</td>
<td>Independent avalanche advisory verification</td>
<td>MSC will ensure the expert external avalanche advisory panel is maintained, meets and reports to all parties a minimum of three times annually as per the requirements described in Schedule 1.</td>
</tr>
<tr>
<td></td>
<td>provided by the expert external avalanche</td>
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<tr>
<td></td>
<td>advisory panel</td>
<td></td>
</tr>
</tbody>
</table>

*Each avalanche advisory is wholly dependent on snow conditions, which can either change regularly, or remain constant for periods of time. The avalanche advisory issued for each region will contain as much information as is practicable available and relevant. In the event that the snow conditions do not warrant the inclusion of certain information, this will not affect the performance measures detailed in Table 1.*
SCHEDULE 3: PAYMENTS

Intention

1. It is intended that MSC will be able to provide a predictable level of avalanche advisory for the NZSAR Council and DOC in line with a largely predictable income stream. It will also assist with the adequate maintenance and planned depreciation of expensive avalanche forecasting assets.

2. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the MSC for avalanche advisory services provided in accordance with clause 4.1 of the Agreement. It is not intended that SLA funding be used for the remuneration of MSC volunteers but MSC may choose to use a portion for reimbursements and honoraria.

3. MSC is to remain aware that the expenditure of SLA funding by the NZSAR Council is to be transparent, and is open to public scrutiny.

4. Funding. The funding is intended to support the availability of avalanche advisory personnel and assets to provide a publicly available advisory for general public, public and commercial organisations to use when and where they need them. Payments will be paid in equal quarterly amounts over the course of the financial year as per the table below.

SLA Payments for FY 2017/18, 2018/19, 2019/20

<table>
<thead>
<tr>
<th>Table 1</th>
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<tbody>
<tr>
<td><strong>Period</strong></td>
<td><strong>Amount</strong></td>
</tr>
<tr>
<td>Quarter 1 (Jul-Sep)</td>
<td>$37,500</td>
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<tr>
<td>Quarter 2 (Oct-Dec)</td>
<td>$37,500</td>
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<tr>
<td>Quarter 3 (Jan-Mar)</td>
<td>$37,500</td>
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<tr>
<td>Quarter 4 (Apr-Jun)</td>
<td>$37,500</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$150,000</strong></td>
</tr>
</tbody>
</table>
APPENDIX 1

Reporting Table

<table>
<thead>
<tr>
<th>Site</th>
<th>Forecaster Name</th>
<th>Relevant Experience/Qualifications</th>
<th>Start Date</th>
<th>Expected End Date</th>
<th>Frequency of advisories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tongariro</td>
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<td>Taranaki</td>
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<td>Nelson Lakes</td>
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<td>Canterbury – Arthur’s Pass</td>
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<td>Canterbury – Craigieburn</td>
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<td>Canterbury – Mt Hutt</td>
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<td>MacKenzie – Mt Cook</td>
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<td>MacKenzie – Ohau</td>
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<td>MacKenzie – Two Thumbs</td>
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<tr>
<td>Southern Lakes – Queenstown</td>
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<td>Southern Lakes – Wanaka</td>
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<tr>
<td>Fiordland</td>
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