

**New Zealand Search and Rescue Council's
Joint Service Level Agreement
with NZART AREC
Emergency Funds Charitable Trust
for Search and Rescue Services
2023/24 to 2024/25**



**NZART AREC Emergency Funds Charitable Trust
Joint Service Level Agreement**

for the provision of search and rescue services

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Parties

New Zealand Association of Radio Transmitters (NZART) Amateur Radio Emergency Communications Emergency Funds Charitable Trust (The Trust), a charitable trust registered on 17 August 2018 – registration number CC55656 (AREC)

and

The Secretary for Transport (representing the New Zealand Search and Rescue Council (NZSAR Council))

and

The New Zealand Police, established under and regulated by the Policing Act 2008 and Policing Regulations 2008 (the Police),

and

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 **RCCNZ** respectively)

together, being “the Parties”, and individually a “Party”.

The New Zealand Police and Maritime New Zealand are collectively referred to as “the **Coordinating Authorities**”.

Strategic Context

- A Effective search and rescue (**SAR**) requires the active cooperation of a number of organisations to work successfully. The principles of sound and cooperative relationships based on mutual respect and goodwill are central to effective SAR operations.
- B *The New Zealand Search and Rescue Operational Framework* establishes the national framework for overall development, coordination, and improvement of **SAR Services** within the New Zealand Search and Rescue Region (**NZSRR**). The Framework defines the Coordinating Authorities and the categories of SAR operations; it is given further operational effect by *New Zealand's Search and Rescue Guidelines*.
- C The NZSAR Council provides SAR-specific strategic leadership and direction to the many organisations that make up New Zealand's **SAR Sector**. The SAR Sector aims to provide effective search and rescue services throughout the NZSRR and provide quick, effective, and efficient responses to people in distress. The NZSAR Council is responsible for ensuring that the SAR Sector is aligned, coherent and cohesive. The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the NZSAR Council's behalf in accordance with the NZSAR Council's directions.
- D The Police are responsible for coordinating the conduct of Category I¹ SAR Operations (**SAROPs**) within New Zealand.
- E 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 1990², for providing Category II SAR operations within the NZSRR as established by international agreements.
- F RCCNZ is Maritime NZ's operational facility responsible for coordinating the conduct of Category II³ SAROPs within the NZSRR.
- G AREC under the umbrella of NZART, provides, through NZART's member branches/clubs (which are generally incorporated societies under the Incorporated Societies Act 1908), SAR capabilities in response to, and in support of, SAROPs coordinated by the Coordinating Authorities. **NZART** is an incorporated society and registered Charitable organisation - CC 54596).

¹ See NZ Search and Rescue Operational Framework.

² Note the Civil Aviation Act bill is before the House of Representatives as at January 2023. A variation to the SLA may be applied when legislation is passed by the House of Representatives.

³ See NZ Search and Rescue Operational Framework.

- H In discharging its support and response obligations AREC also engages with and supports Civil Defence and other emergency services and the public to support community events. AREC also undertakes a range of national administrative functions including fundraising, health and safety, purchasing, and radio communications networks and equipment.
- I AREC receives funding from the Crown via The Trust to deliver **SAR Outcomes** effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the sector and achieve the outcomes in Clauses 2.1 and 2.2.
- J The Government has chosen to invest in AREC and the SAR Sector with revenue derived from fuel excise duties (see Section 9(1) of the Land Transport Management Act 2003). The Ministry of Transport (MoT) administers and monitors this funding through the NZSAR Secretariat.
- K To assist it in achieving the **NZSAR Council Goals**, the NZSAR Council has agreed a set of **Funding Principles** to be applied to the use of all **Funds**. The Funding Principles outline clear expectations for the use of public resources, especially where they are disbursed to a third party for use. The Funding Principles set expectations for accountability, value for money, decision-making integrity, and financial transparency. The NZSAR Council requires the Funding Principles be applied to regular reporting and monitoring requirements.
- L The SLA describes the necessary arrangements for the use of people and resources to achieve effective SAR Outcomes and how AREC will be supported to deliver those outcomes. For each category of Funds arising under this Joint Service Level Agreement (SLA) and detailed in Table One of Schedule 2, the initiatives that relate to those categories require a plan agreed in advance with the NZSAR Council that applies sound and proportionate project management principles.
- M The Parties will assist to raise public awareness of SAR prevention, outcomes, and operations, and enhance the community standing of AREC, the Police, RCCNZ and the wider SAR Sector.
- N The Parties enter into this SLA to set out the terms that apply to the use of the Funds.

Agreement

1 Term

- 1.1 This SLA commences on 1 July 2023 for a period of two years and terminates on 30 June 2025 unless terminated earlier in accordance with Clause 11.
- 1.2 This SLA will be reviewed by the Parties – Maritime New Zealand, the Police, the NZSAR Council, and AREC – at least three months prior to the termination date and at any other time if requested in writing by any Party.
- 1.3 This SLA may be extended for a further term by written agreement of the parties.

2 Purpose and Outcomes

- 2.1 The purpose of this SLA is to:
 - a) establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between AREC (at the national, regional, and local levels), the other Parties, and SAR Sector partners, to achieve the outcomes set out in Clauses 2.1 and 2.2
 - b) establish requirements for transparency, cross-sector collaboration and support, sharing of services, demonstration of value for money, and a collective approach to SAR Sector issues
 - c) describe the funding arrangements for supporting, developing, and maintaining SAR capability for New Zealand by AREC, to provide SAR Services and to contribute to the achievement of the NZSAR Council Goals and mitigate identified **NZSAR Council Risks**
 - d) provide communications and agree the technology support for SAR Services within the bounds of available technology and funding support
 - e) ensure that the Funding Principles are applied to achieve financial stewardship, collaboration and transparency.
- 2.2 AREC will use the Funds provided to deliver the SAR responses and support services that are detailed in Schedule 1 and to contribute towards achieving the following SAR Outcomes to:
 - a) be a strong and sustainable, well-governed and robust organisation, which can provide efficient and effective support to SAR Services on request to the Coordinating Authorities

- b) provide and maintain consistent, effective, and efficient SAR communications and technology support services for those in distress throughout New Zealand
- c) work jointly together with the other Parties and SAR Sector partners around effective training for operational and non-operational SAR duties
- d) provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations in New Zealand where AREC has available resources
- e) ensure the Funds provided through this SLA contribute to achieving the NZSAR Council Goals, and mitigate identified NZSAR Council Risks
- f) actively collaborate and work together with the NZSAR Council and SAR Sector partners to deliver desired SAR Outcomes, projects and workstreams
- g) apply the Funding Principles to ensure organisational sustainability, and financial transparency
- h) obtain and share agreed organisational, operational, performance, financial and safety data / information in a timely manner
- i) plan strategically and collectively to ensure SLA Funds are applied to maximise effective SAR Outcomes
- j) encourage and support AREC volunteers to join and contribute to the organisation and work safely with them.

3 Relationship Management

- 3.1 The Parties agree this SLA is entered into with a view to maintaining and enhancing the existing harmonious and collaborative relationship to achieve the NZSAR Council's Goals.
- 3.2 The Parties agree to work collaboratively and co-operatively with SAR Sector partners to seek sector wide efficiencies, work together to support shared services, and to support the combined SAR sector.
- 3.3 The Parties agree to work collaboratively and co-operatively with SAR Sector partners to achieve the NZSAR Council's goals, mitigate identified NZSAR Council Risks and share agreed performance information.
- 3.4 Each Party will ensure that it maintains effective and timely communications with each other Party as required for each Party to effectively contribute to achieving the objectives of this SLA.
- 3.5 The Parties recognise that this SLA is a living document and will proactively engage with each other to discuss delivery and expectations.

- 3.6 Each Party will provide an appropriate representative for any engagement required under this SLA to ensure the purpose (Clause 2.1) can be achieved. Note engagement also includes, through reporting, providing both the granular⁴ information needed by the NZSAR Council for its purposes and more macro information for the NZSAR Council to provide to the MoT.
- 3.7 All Parties have a part to play in monitoring the implementation of this SLA. 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 performance of SAR operational services of AREC under this SLA, including the delivery of any of its outcomes and operations, and shall have the right to conduct interviews with anyone involved in the SAR operation provided reasonable notice is given to AREC.

4 Services

- 4.1 Services are to be provided in line with the Operational Framework, NZ's SAR Guidelines, SAR chapter of the Police Manual, Police policies, processes, and practices, RCCNZ's Standard Operating Procedures, and AREC's policies, processes, and practices.
- 4.2 AREC must notify the Parties as soon as practicable where AREC becomes aware of any circumstance affecting its capacity or ability to deliver the SAR Outcomes and operations.
- 4.3 Throughout the year the Parties will monitor and discuss the initiatives funded by the SLA. Changes to initiatives timing, purpose, requirements, measures, and funding may be considered at any time and implemented following mutual agreement and written confirmation. Initiative objectives may not vary significantly from those approved by joint Ministers without agreement.

5 Bilateral SAR Agreements

- 5.1 To ensure the SAR Sector supports the achievement NZSAR goals, mitigates NZSAR Council Risks and uses the available funding in the most efficient and collaborative way, it is appropriate for any other bi-lateral SAR agreements to be disestablished. This will assist the efficiency of sector funding and the avoidance of duplicated funding.

⁴ Includes but is not limited to organisational staff and volunteer information such as age and diversity; demonstrated performance information; all revenue earned and costs and incurred; number and type of assets and the funding sources.

- 5.2 Any previously existing bilateral SAR agreements between AREC and the other Parties are superseded by this SLA.

6 Payment

- 6.1 Subject to NZSAR Council approval of the plan submitted by AREC for the relevant initiatives agreed payments of Funds to AREC will be in accordance with the Schedules.
- 6.2 Each Coordinating Authority will make operational payments to AREC in relation to SAROPs relevant to that Authority in accordance with Schedule Four.

7 NZSAR Funding Principles and Reporting

- 7.1 AREC are responsible for ensuring received Funds are applied in accordance with the Funding Principles set out in Appendix Two.
- 7.2 Subject to Clause 6.1 Funds may be applied through Schedules 1 and 2 to any SAR-related activity determined by AREC and agreed in advance by the NZSAR Council.
- 7.3 AREC agree to:
- a) meet the reporting and monitoring requirements set out in the Schedules, the **Annual Letter of Intent** and initiative plans as mutually agreed
 - b) ensure that annual financial statements are audited by a qualified auditor and copies of the auditor's report and annual accounts are provided to the NZSAR Council, as soon as practicable
 - c) authorise and direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

8 Annual Letter of Intent

- 8.1 Regular AREC performance reports and the review meetings throughout the year will inform the content of the next Annual Letter.
- 8.2 The NZSAR Council and AREC will undertake an annual review to discuss the progress made against the Annual Letter of Intent. The NZSAR Council and AREC will keep all Parties informed of these discussions.
- 8.3 Following the annual review, the Annual Letter of Intent will be issued by the NZSAR Council to AREC each year. The Annual Letter of Intent will be issued approximately mid-May each year.

- 8.4 The Annual Letter of Intent will:
- a) explain the NZSAR Council's intent and priorities for the use of the SLA Funds for the year ahead
 - b) summarise changes to initiatives agreed by the Parties throughout the year (under Clause 4) and document approved changes for the year ahead
 - c) set out the NZSAR Council priorities for AREC to utilise the Council's SLA funding for the forthcoming financial year (1 July – 30 June annually)
 - d) set out new or changed information and performance information requirements
 - e) set out variations to the SLA, including to initiative objectives, delivery, timings, and performance measures
 - f) set out any amendments to processes, procedures, expectations or required information in relation to this SLA
 - g) identify and agree any changes to operational payments detailed in Schedule 4
 - h) include other elements as required.
- 8.5 AREC will consider the matters raised in the Annual Letter of Intent and any proposed changes to the SLA and provide a written response to the NZSAR Council within 20 working days prior to the commencement of each financial year.
- 8.6 AREC's written response should confirm all matters agreed (including the term of the SLA), address the matters raised in the Annual Letter of Intent, and outline any circumstances which may impact outyear delivery, and include the AREC proposed organisational budget for the year, across all its initiatives.
- 8.7 In response to any matters which remain under negotiation the NZSAR Council will seek to discuss and resolve any matters in accordance with Clause 3. Once matters are resolved a final Annual Letter of Intent will be issued as required.

9 Health and Safety

- 9.1 The Parties acknowledge that the Health and Safety at Work Act 2015 (HSWA) applies to SAR activities. All Parties will comply with the relevant aspects of the HSWA and any other relevant legislation, standards, and codes

of practice relating to health, safety and wellbeing and each Party will comply with the health and safety obligations set out in Schedule 6.⁵

10 Failure to Perform

- 10.1 Where the Coordinating Authorities and/or the NZSAR Council consider on reasonable grounds that the SAR Outcomes and services (operations, training, exercises), have not been provided in accordance with this SLA or the reporting requirements have not been met, the Coordinating Authorities will as soon as practicable notify AREC and the NZSAR Council.
- 10.2 Where the NZSAR Council has been notified by a Coordinating Authority as per Clause 10.1 or considers on reasonable grounds that the SAR outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the NZSAR Council will, as soon as practicable, notify AREC.
- 10.3 In accordance with the principles set out in Clause 3, the Parties will use reasonable endeavours to resolve these matters to the satisfaction of the Parties.
- 10.4 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council or a Coordinating Authority still considers on reasonable grounds that either the SAR Outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the Coordinating Authorities may:
- a) require AREC to remedy the deficiency at the AREC's cost
 - b) withhold payment until the deficiency has been remedied, and/or
 - c) if the deficiency remains unremedied for an unreasonable amount of time or cannot be remedied, deduct as appropriate amount from a future payment, and/or terminate the agreement.

11 Termination

- 11.1 Any Party to this agreement may terminate this SLA on giving six months' notice in writing to the other Parties. For clarity, any notice to terminate this SLA by one Party will terminate this SLA for all Parties.
- 11.2 Any party to this agreement may terminate this SLA in accordance with Clause 18.

⁵ It is noted that in general terms AREC/NZART is not a PCBU as defined in the Act and that there are overlapping PCBU responsibilities during SAR operations, exercises, and training.

- 11.3 In the event of termination, AREC will make a refund of Funds paid or the NZSAR Council will provide a final invoice for payment by AREC, to account for any Funds paid or due on a pro rata basis.

12 Privacy, Information and Confidentiality

- 12.1 The Parties must comply with their obligations in collecting, storing, accessing, disclosing, protecting, and maintaining any information that could identify an individual ("Personal Information") in accordance with the Privacy Act 2020.
- 12.2 Subject to any applicable law (including Clause 20), the Parties agree to:
- a) share information to enhance community safety, and
 - b) supply information on request in support of AREC's reporting obligations.
- 12.3 The Parties acknowledge that the MoT, Maritime NZ, the Police, and the NZSAR Council are subject to the Official Information Act 1982 and information held by the MoT, Maritime NZ, the Police the NZSAR Council, or by AREC through this SLA, is subject to requests under this Act. Once agreed by all parties, this SLA will be proactively released to the NZSAR website. Each Party agrees to promptly advise the other Parties of any request received under the Official Information Act 1982, prior to any disclosure being made under that request.
- 12.4 Any information provided by one Party to the other Party (including to their employees, volunteers, or agents) in relation to the performance of this SLA and the provision of the SAR Outcomes and operations must be treated as confidential information and must not be disclosed unless required by law or with the other Party's prior written approval, unless such information is or was:
- a) at the time it was disclosed, generally available to, and known by, the public (other than because of a breach of this Clause 20)
 - b) available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party, or
 - c) required to be disclosed by law.
- 12.5 The Parties must ensure that confidential information always remains secure and access to such information is limited to personnel who reasonably require access for the performance of this SLA. The Parties must ensure that personnel who are provided access to confidential information are aware of and adhere to, the confidentiality obligations of this SLA.
- 12.6 AREC, Maritime NZ (RCCNZ) and the Police will share information to enhance community safety, subject to applicable law.

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

13 Media

13.1 Each Party agrees to advise the other Parties as soon as possible if it:

- a) becomes aware of any issue relating to this SLA that has or may have media or public interest
- b) issues to the media or any member of the public any oral or written statement about this SLA; or
- c) issues a media or social media statement or comment that includes or mentions one of the other parties.

13.2 Parties' media and social media engagement should not cause reputational or organisational harm to any Party.

13.3 All Parties' communications should, where appropriate, note the contribution the Parties all make towards the successful delivery of SAR Outcomes.

14 Insurance and Policies

14.1 AREC must ensure that it has in place the appropriate insurance policies to cover risks related to the delivery of services provided under this SLA including protecting the Board, employees and volunteers., and policies to:

- a) protect against loss of property and damage to third party property or persons
- b) protect the loss or damage to property owned by the organisation / group, except when specific equipment is tasked that will likely result in the significant damage or destruction of the equipment.

14.2 AREC must also ensure it has appropriate internal policies in place governing the SAR Outcomes and operations including for example, the use of equipment, code of conduct and health and safety.

15 Dispute Resolution

15.1 The Parties agree to act in good faith and use best endeavours to attempt to resolve any issues in relation to this SLA at the earliest opportunity with local representatives within 14 days of written notification of the matter. If the matter remains unresolved the Parties may refer the matter to senior representatives for resolution within 28 days of the matter being referred to them.

- 15.2 If the matter remains unresolved, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties, acting reasonably.
- 15.3 If the dispute or difference remains unresolved after mediation then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.
- 15.4 All Parties are expected to continue to perform their respective obligations under this SLA during the resolution of any matter under this SLA.
- 15.5 The Parties will share the costs of the mediation or arbitration equally, or for arbitration, as determined by the arbitrators.

16 Variations

- 16.1 This SLA may only be varied by agreement in writing between the Parties.
- 16.2 This SLA is to be read subject to any Cabinet Directives or changes in law.
- 16.3 Where the Parties become aware of any changes to Government policy or instructions of the Minister(s) of the Crown or decisions affecting the purpose of this SLA, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this SLA where necessary.

17 Assignment and Contracting

- 17.1 Subject to Clause 16, AREC may not transfer or assign any of its rights or obligations under this SLA or assign any aspect of the SAR Outcomes and operations, unless all Parties provide agreement in writing.
- 17.2 Subject to the prior written approval of all Parties, AREC may subcontract or assign any aspect of its reporting obligations under Schedule 2 to another party who must be suitably qualified to carry out those obligations and who must comply with all the terms of this SLA (including confidentiality obligations) relating to the reporting obligations.

18 Force Majeure

- 18.1 No Party will be liable to any other Party for any failure to perform its obligations under this SLA during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any **Force Majeure Event**.

- 18.2 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 SLA for a period of 30 days after the Force Majeure Event occurring, the other Parties may, on giving written notice to the other Parties, terminate this SLA.
- 18.3 The Party subject to the Force Majeure Event must:
- a) notify the other Parties as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event, including the extent of its inability to perform, an estimate of the time likely to be required to overcome the Force Majeure Event and the steps the nonperforming party will take to comply with Clauses 18.3 (b) and (c);
 - b) use all reasonable endeavours to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other Parties; and
 - c) use all reasonable endeavours to perform its obligations under this SLA as far as is practicable.
- 18.4 The NZSAR Council will not be required to approve payment for SAR Outcomes and operations to the extent that AREC fails to perform its obligations due to a Force Majeure Event.

19 Legal Effect

- 19.1 Nothing in this SLA is intended to make any Party liable for the actions of any other Party or constitute any legal relationship between the Parties.
- 19.2 Nothing in this SLA may be construed to make any Party a partner, servant, agent, employer, or employee of any other Party.

20 Compliance with Laws

- 20.1 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 SAR Outcomes and this SLA.

21 Conflict of Interest

- 21.1 AREC warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place AREC in a conflict of interest position with respect to provision of the SAR Outcomes.

21.2 If any Party becomes aware, or is notified of, any actual or potential conflict of interest during the term of this SLA, they will immediately notify the other Parties.

22 Costs and Taxes

22.1 Each Party will bear its own costs of negotiating, preparing, and executing this SLA.

22.2 AREC will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by AREC in the provision of the SAR Outcomes.

23 Notices

23.1 The addresses for notices are:

New Zealand Search and Rescue Council

Representative: NZSAR Secretariat Director
Address: 3 Queens Wharf
Wellington 6011
Email: d.ferner@nzsar.govt.nz
Phone: 021 249 0463

Amateur Radio Emergency Communications

Representative: Chief Executive Officer
Address: Level 1, 15 Geange Street
Upper Hutt 5018
Email: ceo@arec.nz
Phone: 04 939 2189

Maritime New Zealand

Representative: Manager RCCNZ and Safety Services (MNZ)
Address: Rescue Co-ordination Centre New Zealand
Avalon TV Studios
Percy Cameron St
Lower Hutt 5040
Email: RCCNZ1@maritimenz.govt.nz
Phone: 04 577 8030

The New Zealand Police

Representative: Director: Capability
Address: Police National Headquarters
P O Box 3017
Wellington 6011
Email capability@police.govt.nz

24 Survival

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

25 Waiver

- 25.1 No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this SLA or to exercise any right or remedy consequent upon a breach shall constitute waiver of any such breach of any other covenant, duty, agreement, or condition.

26 Counterparts

- 26.1 This SLA may be signed by the Parties in counterparts, all of which, when signed, will constitute the agreement between the Parties.

27 Definitions

In this SLA (including the Schedules), the following definitions apply:

- 27.1 **Annual Letter of Intent** means the Annual Letter of Intent issued by the NZSAR Council and agreed with AREC.
- 27.2 **Coordinating Authorities** are the NZ Police for Category 1 SAR incidents, RCCNZ for Category 2 SAR incidents or Maritime NZ for Major Maritime Incidents. They are responsible for the overall conduct of the incident and will lead and manage incident operations, including media.
- 27.3 **Force Majeure Event** means an event or circumstance beyond the reasonable control of a Party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a party's obligations under this SLA, including:
- a) fire, floods, tsunami, storms, tempest, earthquake or another act of God
 - b) any act of a public enemy, war, riot, or act of civil or military authority

- c) nuclear, chemical, or biological contamination
- d) epidemic or pandemic
- e) any act of a third party engaged in subversive or terrorist activity or sabotage,

but does not include an event to the extent that:

- f) the effect of that event could have been substantially prevented, avoided or overcome or mitigated by:
 - i) implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the Parties or which a Party has represented it has in place, or
 - ii) exercising a reasonable standard of care, or
 - iii) using information provided by the other Party or which is available in the public domain; or
- g) it is an event:
 - i) for which the Party affected is or was directly responsible, or
 - ii) that event is caused by any act or omission of a Party's personnel, or
 - iii) that event is constituted or caused by an insolvency event.

27.4 **Funding Principles** means the NZSAR Council Funding Principles set out in Appendix Two.

27.5 **Funds** means the funding approved by joint Ministers in respect of SAR Services for application in accordance with Clause 7.2.

27.6 **Major Maritime Incident** is an instance of something happening, an event or occurrence in New Zealand's maritime area of interest that poses an actual or potential threat to life, the environment or property where the incident's scale, duration and complexity mean the risks and/or consequences of the incident will be substantive. The legal basis for members of AREC assisting Maritime NZ with a Major Maritime Incident is provided in the Maritime Transport Act 1994.

27.7 **NZSAR Council Goals** means the documented goals of the NZSAR Council set out in Appendix One.

27.8 **NZSAR Council Risks** means the risks identified by the NZSAR Council and their treatments set out in Appendix Two.

27.9 **NZSRR** means the New Zealand Search and Rescue Region.

27.10 **SAR** means search and rescue.


- 27.11 **SAROP** means a search and rescue operation undertaken by a Coordinating Authority to locate and retrieve persons missing or in distress.
- 27.12 **SAR Outcomes** means delivery of the requirements in Clause 2.2.
- 27.13 **SAR Services** means the performance of distress monitoring, communication, coordination, and search and rescue functions, including provision of medical advice, initial medical assistance, or medical evacuation, through the use of public and private resources, including cooperating aircraft, vessels, and other craft and installations.
- 27.14 **SAR Sector** means the organisations and entities that perform and assist (or prevent the requirement for) the provision of search and rescue services within the NZSRR.
- 27.15 **NZART** means New Zealand Association of Radio Transmitters (NZART), an incorporated society under the Incorporated Societies Act 1908 having as its principal object the promotion of amateur radio in New Zealand.
- 27.16 **AREC** means Amateur Radio Emergency Communications (AREC). The constitution of NZART creates a sub-group charged with the management and provision of emergency and other communication services, known as AREC.
- 27.17 **The NZART AREC Emergency Funds Charitable Trust (The Trust)** means the NZART AREC Emergency Funds Charitable Trust, established as a charitable entity in 2009 as a vehicle through which Funds could be directed to support AREC in the provision of emergency and other communication services to the Coordinating Authorities.

Execution

Executed as an agreement.



Date: 19 May 2023

Signed by the Commissioner of the **New Zealand Police**



Commissioner/Authorised signatory

In the presence of:

Witness signature

Witness name: ~~Simon Kenahon~~ ^{Simon Kenahon}
Occupation: ~~Supporter/Assistant~~ ^{2nd color Director}
Address: ~~180 Moterworth St, Wellington~~ ^{0.6 82}

Signed by NZART and AREC appointed Trustees of the **NZART AREC Emergency Funds Charitable Trust**

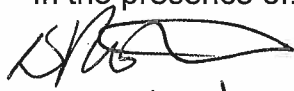


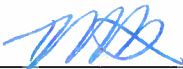
Authorised Signatory NZART Trustee



Authorised Signatory NZAREC Trustee

In the presence of:


Don Robertson
Chief Executive
19 Lanyon Place
Porirua



Witness signature

Denise Wheeki
Deputy Registrar
High/District Court
New Plymouth

Witness name: Denise Wheeki
Occupation: Deputy Registrar
Address: 95 Penderham St
New Plymouth

Signed by the Chair of the Board of **Maritime New Zealand**

Board Chair/Authorised signatory

In the presence of:

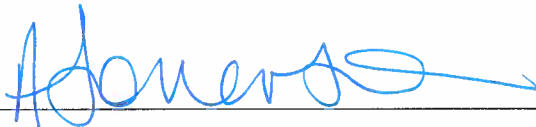
Witness signature

Witness name:

Occupation:

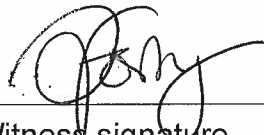
Address:

Signed by the Secretary for Transport representing **the New Zealand Search and Rescue Council**



Secretary/Authorised signatory

In the presence of:



Witness signature

Witness name: *Shayn Forty*

Occupation: *Executive Assistant*

Address: *3 Queens Wharf
Wellington.*

Signed by the Director of **Maritime New Zealand**

Kate Aless

Director/Authorised signatory

In the presence of:

Esther Livingston

Witness signature

Witness name: *Esther Livingston*

Occupation: *DCE*

Address: *918 Onorou Valley Road
Wellington 6037*

Signed by the Secretary for Transport representing **the New Zealand Search and Rescue Council**

Secretary/Authorised signatory

In the presence of:

Witness signature

Witness name:

Occupation:

Address:

Schedule 1: Response and Support

- 1 AREC will provide the following **response services** to the Coordinating Authorities:
 - a) **Search and rescue services.** The provision of search and rescue services in a timely manner by appropriately competent personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. SAR operations will be conducted in line with the Operational Framework, NZ's SAR Guidelines, Police policies and procedures, RCCNZ Standard Operating Procedures, Health, Safety and Wellbeing requirements as set out in Schedule 6, and AREC's best practices. As part of this, AREC is required to:
 - i) Advice. Provide specialist AREC advice to the Coordinating Authorities or other SAR providing partners on request.
 - ii) Communication. Provide and maintain consistent, effective, and efficient SAR communications and technology support services for those in distress throughout New Zealand.
 - iii) Incident Management Team (IMT). Provide appropriate IMT Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.
 - iv) Operational Information. Provide agreed post-SAR incident data including any health, safety and wellbeing information in the appropriate format, within agreed timelines and using agreed processes.
 - v) Tracking Information. Make available to the Coordinating Authorities all tracking data (or SAROP location data) 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.
- 2 AREC will provide the following **support services** to the Coordinating Authorities in aid of supporting, developing, and maintaining SAR capability for New Zealand:
 - a) **Support information:**
 - i) Current details of AREC's operational capability information including organisation, structure, locations, capabilities, people numbers, contact lists, 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 not less than twice annually. Any changes to AREC's operational capability are to be advised as soon as possible.

- ii) Reporting as soon as practicable with the appropriate or agreed information to the relevant Coordinating Authority on every occurrence where AREC provides a SAR response to a coordinating authority, and where AREC provides expert advice to the Coordinating Authorities or SAR partners.
- b) **Training and Exercises.** The Parties expect that where appropriate and with the prior agreement of AREC and the relevant Coordinating Authority, AREC will participate in and support joint SAR training exercises. Where appropriate AREC will invite and include other SAR Sector people in AREC skill acquisition training. Costs for such training are to be managed by mutual agreement.
- c) **SAR meetings, workshops and working groups.** Appropriate AREC people will attend and support SAR meetings and other fora at the local, district and national levels to facilitate the provision of the response and support services. This includes attending NZSAR Consultative Committee meetings, workshops and working groups and other NZSAR fora on agreement. Provision will be made to attend online or via phone conference when physical attendance is not possible.
- d) **Advice.** AREC will provide specialist AREC advice to the Coordinating Authorities or other SAR partners on request.

Schedule 2: Purchasing and Planning

- 1 **Purchasing.** All Parties are responsible for and have a part to play in the success of the SLA and its ongoing management. Effective purchasing will provide the basis for the assessment of service delivery, accountability for public money, informing reviews, and making decisions about how to proceed at the expiry of the SLA.
- 2 The Coordinating Authorities are purchasing response and support services from AREC through this SLA, including the provisions relating to government funding as detailed in Schedule 1.
- 3 **Outcome sought.** Providing 1 and 2 above the Funds referenced in this SLA enable AREC to contribute to achieving the outcomes included in Clause 2.2 and report on this through Table One below.
- 4 **Planning.** This SLA describes the necessary arrangements for the use of people and resources to achieve effective SAR Outcomes. It also describes how AREC will be supported to deliver those outcomes and contribute to a collective SAR Sector.
- 5 Each initiative requires a clear governance approach which articulates agreed steps for planning, plan execution, oversight, milestones, responsibilities, collaborative opportunities, measures, reporting, budgeting, go/no-go points, and similar sound project management processes.

Initiative Funding Table

Table One

#	Initiative	Reporting Required
1	General Funding	<p><u>Purpose:</u> AREC receives funding from the Crown to deliver SAR Outcomes effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the sector and achieve the outcomes in Clauses 2.1 and 2.2.</p> <p><u>Investment:</u> \$2,308,000 for 2023/24-2024/25, split into \$1,140,500 for 2023/24 and \$1,167,500 for 2024/25 with outyear funding of \$420,000.</p> <p>This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> • baseline costs • health and safety, quality improvement and audits • personnel (Administrator 1 FTE; Health and Safety Advisor 0.25 FTE; National Manager 1 FTE; National Operational Manager 1 FTE; Regional Managers 3 FTE; Service/Project Delivery Coordinator 0.5 FTE; Training Advisor 0.5 FTE; Treasurer 0.25 FTE) • management team meetings • marketing and fundraising • trustee indemnity insurance.

Table One

#	Initiative	Reporting Required
		<p><u>NZSAR requirements to be included in the Plan:</u></p> <p>AREC is to identify:</p> <ul style="list-style-type: none"> • what the funding will be spent on in line with the purpose and the associated budget • whether any of these areas will be supported /supplemented from other revenue sources, identifying the source and by how much • how AREC will benefit from this investment • any collaboration with sector partners • relevant key performance measures (e.g. milestones or targets) and outcomes that can be used for reporting • any underlying assumptions, constraints and/or issues.
2	IT and Technology	<p><u>Purpose:</u> To complete the implementation of Xero and Friendly Manager and address ongoing costs of licencing and support including for the Microsoft 365 Information Communications and Technology infrastructure.</p> <p><u>Investment:</u> \$86,000 for 2023/24-2024/25, split into \$42,000 for 2023/24 and \$44,000 for 2024/25 with outyear funding of \$5,000.</p> <p>This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> • Xero development and ongoing costs

Table One

#	Initiative	Reporting Required
		<ul style="list-style-type: none"> • Friendly Manager (on-line membership) development and ongoing costs • ongoing support of ICT capabilities. <p><u>NZSAR requirements to be included in the Plan:</u> AREC is to identify:</p> <ul style="list-style-type: none"> • what the funding will be spent on in line with the purpose and the associated budget • whether any of these areas will be supported / supplemented from other revenue sources, identifying the source and by how much • how AREC will benefit from this investment • any collaboration with sector partners • relevant key performance measures (e.g. milestones or targets) and outcomes that can be used for reporting • any underlying assumptions, constraints and/or issues.
3	Training	<p><u>Purpose:</u> Volunteers have the capability and competency to deliver services when and where required.</p> <p><u>Investment:</u> \$48,000 for 2023/24-2024/25, split into \$23,000 for 2023/24 and \$25,000 for 2024/25. No outyear funding. This investment contributes to expenditure on:</p>

Table One

#	Initiative	Reporting Required
		<ul style="list-style-type: none"> ● development of training material ● provision of an online training system. <p><u>NZSAR requirements to be included in the Plan:</u></p> <p>AREC is to identify:</p> <ul style="list-style-type: none"> ● what the funding will be spent on in line with the purpose and the associated budget ● whether any of these areas will be supported / supplemented from other revenue sources, identifying the source and by how much ● how AREC will benefit from this investment ● any collaboration with sector partners ● relevant key performance measures (e.g. milestones or targets) and outcomes that can be used for reporting ● any underlying assumptions, constraints and/or issues.
4	Volunteer Support	<p><u>Purpose:</u> Volunteers have the capacity to deliver services when and where required through the removal of barriers to volunteering and supporting volunteers to develop.</p> <p><u>Investment:</u> \$377,000 for 2023/24-2024/25, split into \$189,000 for 2023/24 and \$188,000 for 2024/25. No outyear funding.</p>

Table One

#	Initiative	Reporting Required
		<p>This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> ● reimburse volunteers for costs (travel, accommodation, and food) related to attending training and meetings ● recruitment events and advertising ● provision of PPE (both new and replacement) ● Group signage and safety equipment. <p><u>NZSAR requirements to be included in the Plan:</u></p> <p>AREC is to identify:</p> <ul style="list-style-type: none"> ● what the funding will be spent on in line with the purpose and the associated budget ● whether any of these areas will be supported / supplemented from other revenue sources, identifying the source and by how much ● how AREC will benefit from this investment ● any collaboration with sector partners ● relevant key performance measures (e.g. milestones or targets) and outcomes that can be used for reporting ● any underlying assumptions, constraints and/or issues.

Schedule 3: Reporting

This table reflects reporting requirements for this SLA. For the avoidance of any doubt it is acknowledged that reporting may be required to be made to the NZSAR Council under other agreements and may be included in the reports submitted for this SLA.

- a) AREC will provide reports to the NZSAR Council, on a quarterly basis, for monitoring and performance measurement purposes.
- b) Quarterly reports will include operational information and associated messaging, and performance progress against all items funded.
- c) Reporting requirements are outlined in the Table Two below.

Table Two			
#	Item	Reporting Frequency and Audience	Report Recipient
1	<p>Reply to Letter of Intent</p> <p>a) Coverage as detailed in Clauses 8 in this SLA.</p>	By 20 working days prior to 1 July	NZSAR Council
2	<p>AREC SAROP Activity Information</p> <p>a) Provide the SAR Coordinating Authority information about AREC resources placed on standby or deployed during a SAR incident, when AREC has not been invited to complete SARdonyx collaboration. Information to be provided:</p> <ul style="list-style-type: none"> i) AREC section ii) type of use (standby or deployed) by section iii) total volunteer numbers by section iv) total volunteer hours by section 	Within 5 days post SAR incident involving AREC.	Coordinating Authority

Table Two

#	Item	Reporting Frequency and Audience	Report Recipient
	<ul style="list-style-type: none"> v) any health, safety and wellbeing incident that occurred during the SAR operation. b) The Coordinating Authorities are obligated to utilise this information in the completion of their SARdonyx report. 		
3	<p>AREC Capability and Issue Reporting</p> <ul style="list-style-type: none"> a) A quarterly summary of non-SAROP activity AREC conducts at the request of Ambulance services, Civil Defence and Emergency Management (CDEM) Groups, Fire and Emergency New Zealand (FENZ), the Ministry of Primary Industries (MPI), National Emergency Management Agency (NEMA), the New Zealand Police and other relevant agencies. b) 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. c) Updates about organisational information. d) AREC will report on participation at SAR related meetings, fora, and events. e) AREC will report on national level exercises, training, and meetings with relevance to the SAR Sector. 	Quarterly	NZSAR Secretariat

Table Two			
#	Item	Reporting Frequency and Audience	Report Recipient
	f) AREC will identify and share with the NZSAR Council any 'lessons' identified as per the Lessons Framework by AREC because of SAROPs, training, or SAREXs on occurrence and as they are available.		
4	<p>SAR Organisational Human Resource information</p> <p>a) AREC will provide the Volunteer Data Information, as per the agreement requirements.</p> <p>b) AREC will provide staff information for the NZSAR Council Annual Report.</p>	<p>Quarterly</p> <p>Annually</p>	NZSAR Secretariat
5	<p>Health, Safety and Wellbeing</p> <p>a) Reports against the Health and Safety requirements in Schedule 6.</p>	Six monthly	NZSAR Secretariat
6	<p>Resource Database Reporting</p> <p>a) AREC will advise the NZSAR Council in writing annually that it has met its updating obligations and audited all of the AREC information contained within the NZSAR Resources Database for accuracy.</p> <p>b) AREC (National body) will ensure the Resources Database (by Groups) is updated six monthly to ensure it is accurate and up to date. Updates for any significant change in Group capacity, capability or call out method will be provided within 30 days.</p> <p>c) AREC will identify a dedicated point of contact for the coordinating authorities and the NZSAR Council to engage with regarding the Resources Database.</p>	<p>Annually</p> <p>Six monthly or where significant change occurs within 30 days of the change</p> <p>Annually</p>	<p>NZSAR Secretariat</p> <p>Coordinating Authorities and the NZSAR Secretariat</p>

Table Two

#	Item	Reporting Frequency and Audience	Report Recipient
7	<p>Funded Initiatives AREC will report quarterly on all initiatives, including projects, detailed in Table One covering:</p> <ul style="list-style-type: none"> a) how the investment has been used including progress against key performance measures and outcomes identified in the agreed plans, and budget with commentary on any variances b) how: <ul style="list-style-type: none"> i) the investment is supporting the maintenance of service levels ii) AREC is deriving benefits from the investments c) the achievement of the NZSAR Council Goals and mitigation of the NZSAR Council Risks is being supported. 	Quarterly	NZSAR Secretariat
8	<p>Fundraising Investment</p> <ul style="list-style-type: none"> a) Submission of finalised funding investment key performance indicators within four weeks of the effective date of this SLA. b) An annual update of the investment key performance indicators at the end of each financial year of this SLA. c) A summary qualitative and quantitative report outlining the effectiveness of the NZSAR Council fundraising investment as at 30 June each year. 	Annually	NZSAR Secretariat
9	<p>Financial Information Report following Audit AREC will provide Financial Reports (an Annual Report or equivalent, including the audited annual financial statements) and Assurance that:</p>	Annually after ratification at the AGM	NZSAR Secretariat

Table Two

#	Item	Reporting Frequency and Audience	Report Recipient
	<p>a) demonstrates that the SLA partner has complied with the required financial reporting under the appropriate Act (Incorporated Societies Act, Charities Act, etc.)</p> <p>b) clearly shows how the Crown funding was applied during the year; and how this compares with the budget (in the reply to the Annual Letter of Intent) provided to the NZSAR Council</p> <p>c) affirms the SLA partner has complied with their written financial procedures</p> <p>d) provides assurance the accounts are completed correctly (as per the legal requirements of the XRB and Charities Services)</p> <p>e) provides assurance the SLA partner has followed and applied their written financial procedures throughout the year</p> <p>f) provides assurance the SLA partner has met the requirements of the appropriate Act(s) (i.e., that the NGO has not been deregistered)</p> <p>g) shows that there is a clear summary of how the SLA money (funding, Police or other Grants) was spent during the year – and this to be compared to the budget provided at the start of the year in the reply to the Annual Letter of Intent</p> <p>h) provides a summary of the whole-of-organisation income for the year (so we have more clarity about the funding volatility for the sector).</p>		

Table Two

#	Item	Reporting Frequency and Audience	Report Recipient
10	<p>Meetings</p> <p>a) AREC is expected to maintain and provide through the Annual Letter, or as soon as practicable after, the AREC meeting information that might be of relevance to the other Parties for the year (dates, times, durations, likely invitees).</p> <p>b) AREC will invite NZSAR to attend its Annual General Meeting and all Parties to this agreement and SAR Sector partners to attend its Conference.</p>	As required	Coordinating Authorities and the NZSAR Secretariat
11	<p>NZSAR Award Nominations</p> <p>a) AREC will nominate relevant AREC members for the NZSAR Awards as appropriate.</p>	As required and requested	NZSAR Secretariat
12	<p>Local Exercises and Local meetings</p> <p>a) 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.</p>	As required	Coordinating Authorities

Schedule 4: Operational Funding Rates

1 Operational payment rates

As part of the relationship agreement between AREC and the Coordinating Authorities, the Coordinating Authorities will pay AREC the following agreed operational payment rates:

- a) Accommodation – to be covered by the Coordinating Authority as a direct operational cost.
- b) Equipment replacement – actual replacement cost for AREC and member owned equipment lost, damaged, or expended during a SAROP.
- c) Food – to be covered by the Coordinating Authority as a direct operational cost.
- d) Mileage - as per Police's SAR Expense Claim Form (NFB2) for travel to and from a SAROP Incident Control Point and/or for any use during a SAROP as directed by either Coordinating Authority.
- e) Other costs and expenses incurred during a SAROP or supporting a SAROP on an actual and reasonable basis with prior approval from the Coordinating Authorities.

AREC and the Coordinating Authorities will review annually and agree on the operational payment rates for the year ahead and advise NZASR of any adjustments to include in the Annual Letter of Intent.

Schedule 5: Payments

- 1 Payments under this SLA 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.
- 2 NZSAR Council (Crown) funding to AREC is as detailed in the Summary Table below.

Summary Table

Initiative	2023/24 \$000s	2024/25 \$000s	Outyears \$000s
General Funding	1,140.5	1,167.5	420.0
IT and Technology	42.0	44.0	5.0
Training	23.0	25.0	-
Volunteer Support	189.0	188.0	-
Total	\$1,394.5	\$1,424.5	\$425.0

- 3 Payments for each financial year will be made in four quarterly payments (at the beginning of July, October, January, and April as detailed in the Annual Letter to meet organisational funding requirements unless otherwise agreed by the Parties in writing.
- 4 Payments for all initiatives will be dependent on agreed plans, as per Clause 6.1, the requirements in Schedule 2 and as described in the Annual Letter of Intent.
- 5 Payments will be made by the NZSAR Council, through the Secretary for Transport, to AREC for SAR Services. It is not intended that payments be used for the remuneration of AREC volunteers, but AREC may choose to use a portion for reimbursements and honoraria.
- 6 AREC acknowledges that the Funding Principles apply to all expenditure of SLA funding and expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.

- 7 It is acknowledged that AREC performs non-SAR functions with its people and assets. AREC will ensure these non-SAR functions will not be funded using funding covered by this SLA.
- 8 AREC also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc. AREC will ensure it will not apply any funding under this SLA to matters being funded through other sources.

Schedule 6: Health, Safety and Wellbeing

Health and Safety Outcomes

- 1 The Health and Safety at Work Act 2015 (HSWA) sets out the legislative requirements for Health and Safety (H&S) which the Parties to this SLA are bound by for all activities.
- 2 Consistent with the values-based [or principles-based] focus of this SLA, the Coordinating Authorities seek a relationship where reporting and continually improving agreed positive performance indicators (PPIs) ensure meaningful and future-oriented H&S outcomes.
- 3 The NZSAR Council seeks assurance through regular reporting they can have confidence in the maturity of AREC's Health and Safety Management System (HSMS).
- 4 Ensuring the wellbeing of all AREC staff and volunteers is a desired H&S outcome and should be a key component in AREC's HSMS.
- 5 Reporting incidents should demonstrate how incidents are assessed and then influence or initiate changes to practices, training, policies, processes, and equipment use (including procurement).

Health and Safety at Work Act 2015 (HSWA) Obligations

- 6 Each "Person Conducting a Business or Undertaking" (PCBU) owes a duty of care to staff and volunteers for all SAR-related activities⁶ and must ensure the H&S of other people is not put at risk from work carried out by the SLA partner.

Wellbeing Obligations

- 7 Maintaining the wellbeing and mental health of AREC's SAR people is the responsibility of AREC. AREC is expected to offer and provide wellbeing, grief, and trauma counselling, and resilience training through the AREC HSMS for all SAR people as required.

SAR Activities

- 8 If H&S is at risk, the Coordinating Authorities may abandon or suspend a SAR operation. A SAR Sector partner may, in consultation with the Coordinating Authority, refuse or stop a SAR tasking they have been assigned if H&S is at risk.

⁶ Includes SAR operations, SAR exercises, and training

- 9 During a SAROP the parties may have overlapping duties of care. Each PCBU will work with all parties to ensure the relevant HSWA obligations are met. All the parties will work together to ensure the H&S of all involved in SAR operations.
- 10 AREC will maintain a fit-for-purpose HSMS that can demonstrate how well H&S is being implemented and what is still required.

Relationship

- 11 The SLA parties will work together to consult, cooperate and coordinate on all H&S matters. This will include:
 - 11.1 attending all NZSAR Strategic Occupational Health, Safety, and Wellbeing Committee meetings, and any other H&S meetings, conferences, or workshops as requested by NZSAR
 - 11.2 providing H&S advice or comment to the NZSAR Council and other SAR Sector partners when AREC considers benefit / knowledge could be gained
 - 11.3 allowing the Coordinating Authorities at a mutually agreed time to verify any aspect of AREC's HSMS
 - 11.4 a biennial independent verification check of AREC's HSMS at the NZSAR Council's cost.
- 12 SAR Sector partners will meet and collectively agree how to implement new H&S requirements into HSMS.

Reporting

- 13 An appropriate system of reporting that enables a two-way relationship will strengthen the parties' ability to work together on H&S is desirable. This will ensure regular sharing of H&S information, the ability to track and exchange H&S information and provide assurance to the coordinating authorities the HSMS is working. This should include:
 - 13.1 Meeting with the Coordinating Authorities to agree a suite of positive performance indicators (PPIs) that will demonstrate ARECs progress of H&S trends and improvements over time. The progress results of the PPIs above, with quantitative results and qualitative comments from Points 3, 4, and 6 above, will form the basis of AREC's six monthly reporting.
 - 13.2 Provide the Coordinating Authorities with an annual associated plan to implement any H&S audit or independent verification recommendations.

- 13.3 Reporting on the following to the NZSAR Council every six months:
 - 13.3.1 all notifiable injury, illnesses, or events sustained during SAR activities in line with statutory reporting requirements
 - 13.3.2 all notifiable injury, illnesses, or events sustained during SAR activities as soon as possible after the event
 - 13.3.3 the number of H&S incidents recorded over the past 12 months
 - 13.3.4 any H&S enforcement activity which has occurred over the past 12 months
 - 13.3.5 the number of people provided with H&S training over the past 12 months
 - 13.3.6 the results of any internal or external H&S independent verification, or audits and actions taken to address
 - 13.3.7 progress of the PPIs (referred to in Point 2 above) and associated qualitative comment

- 14 Reporting any health, safety, or wellbeing incident during or because of a SAR operation to the relevant coordinating authority. The Coordinating Authority is obliged to capture this into the SARdonyx report for the SAR operation.

Appendix One: NZSAR Council Goals

Goals	Impacts Sought
A robust and integrated SAR system	<p>Integrated sector: To improve services and mitigate risk through an integrated collective cross culture SAR Sector, which is supported by policies, processes, safe SAR practice, and ongoing understanding of the SAR system. Funding models are diversified.</p>
Efficient and sustainable SAR organisations	<p>Effective SAR Services: Delivered by high-performing, sustainably funded SAR organisations that are fit-for-purpose, and responsive to change. Also aim to:</p> <ul style="list-style-type: none"> • improve SAR system data quality and access • improve technology for SAROPs.
Capable SAR people	<p>Maximise capability: Appropriate training can be accessed and coordinated. Knowledge sharing will improve volunteer worker engagement, skills, health and safety, and SAROP standard practices.</p>
SAR prevention	<p>Reduce number and severity of SARs: Lead SAR preventative strategies. Facilitate more prevention activities and coordination. An informed responsible and skilled public.</p>

Appendix Two: Useful Links

[NZSAR Council Funding Principles](#)

[NZSAR Council Risk Matrix](#)

[Office of the Auditor General](#)

[The Treasury](#)