

**New Zealand Search and Rescue Council's
Joint Service Level Agreement
with Coastguard New Zealand
for Search and Rescue Services
2023/24 to 2024/25**



Coastguard New Zealand Joint Service Level Agreement

for the provision of search and rescue services

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Parties

Royal New Zealand Coastguard Incorporated an incorporated society established under the Incorporated Societies Act 1908 (**Coastguard NZ**),

and

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

and

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 search and rescue 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 SAR 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 Coastguard NZ provides, directly and through its member Units SAR capabilities in response to, and in support of, SAROPs coordinated by the Coordinating Authorities.
- H In discharging its support and response obligations Coastguard NZ also engages with the public to provide boating safety advice and information,

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 once passed by the House of Representatives.

³ See NZ Search and Rescue Operational Framework.

marine weather information and radio services, sector education and qualifications, medical assistance and advice, and support for incident control including communications. Coastguard NZ also undertakes a range of national administrative functions including fundraising, health and safety, purchasing, and third-party event safety support.

- I Coastguard NZ 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.
- J The Government has chosen to invest in Coastguard NZ 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 achieve its goals, the NZSAR Council has agreed a set of NZSAR **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 Coastguard NZ 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 Coastguard NZ has a separate SLA for the provision of frontline water safety rescue and prevention services to reduce New Zealand's drowning toll. The Ministry of Transport (MoT) administers and monitors this funding through the NZSAR Secretariat.
- N The Parties will assist to raise public awareness of search and rescue prevention, outcomes, and operations, and enhance the community standing of Coastguard NZ, the Police, RCCNZ and the wider SAR Sector.
- O 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 Coastguard NZ – 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 Coastguard NZ (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 Coastguard NZ, to provide SAR Services and contribute to the achievement of the **NZSAR Council Goals** and mitigate identified **NZSAR Council Risks**
 - d) describe and agree on the SAR Services to be provided and to ensure the Funding Principles are applied to achieve financial stewardship, collaboration, and transparency.
- 2.2 Coastguard NZ 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 SAR Services on request to the Coordinating Authorities
 - b) provide and maintain consistent, effective, and efficient SAR Services throughout New Zealand's coastal waters for those in distress where Coastguard NZ has available resources

- 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 Coastguard NZ has Units
- 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 is applied to maximise effective SAR Outcomes
- j) encourage and support Coastguard NZ 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 by Coastguard NZ 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 operation provided reasonable notice is given to Coastguard NZ.

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 Coastguard NZ's policies, processes, and practices.
- 4.2 Coastguard NZ must notify the Parties as soon as practicable where Coastguard NZ 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 bilateral SAR agreements between the Parties to be disestablished. This will assist the efficiency of sector funding and the avoidance of duplicated funding.
- 5.2 Any previously existing SAR bilateral agreements between Coastguard NZ and the other Parties are superseded by this SLA.

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.

6 Payment

- 6.1 Subject to NZSAR Council approval of the plan submitted by Coastguard NZ for the relevant initiatives agreed payments of Funds to Coastguard NZ will be in accordance with the Schedules.
- 6.2 Each Coordinating Authority will make operational payments to Coastguard NZ in relation to SAROPs relevant to that Authority in accordance with Schedule Four.
- 6.3 The New Zealand Police will pay Coastguard NZ an annual grant in accordance with Schedule 4.

7 NZSAR Funding Principles and Reporting

- 7.1 Coastguard NZ 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 Coastguard NZ and agreed in advance by the NZSAR Council.
- 7.3 Coastguard NZ 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 Coastguard NZ performance reports and the review meetings throughout the year will inform the content of the next Annual Letter of Intent.
- 8.2 The NZSAR Council, and Coastguard NZ will undertake an annual review to discuss the progress made against the Annual Letter of Intent. The NZSAR Council and Coastguard NZ 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 Coastguard NZ 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 Coastguard NZ 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 Coastguard NZ 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 Coastguard NZ'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 Coastguard NZ 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.

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 Coastguard NZ 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 Coastguard NZ.
- 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 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 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 Party. 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.
- 11.3 In the event of termination, Coastguard NZ will make a refund of Funds paid or the NZSAR Council will provide a final invoice for payment by Coastguard NZ, 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 those referenced at Clause 20), the Parties agree to:
- a) share information to enhance community safety, and
 - b) supply information on request in support of Coastguard NZ'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 Ministry of Transport, Maritime NZ, the Police, the NZSAR Council, or by Coastguard NZ 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 another 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 SLA)
 - 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 in 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 Coastguard NZ, Maritime NZ (RCCNZ) and the Police will share information to enhance community safety, subject to applicable law.
- 12.7 Police and Maritime NZ (RCCNZ) will supply information to Coastguard NZ 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 all Parties make towards the successful delivery SAR Outcomes.

14 Insurance and Policies

- 14.1 Coastguard NZ 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 / unit, except when specific equipment is tasked that will likely result in the significant damage or destruction of the equipment.
- 14.2 Coastguard NZ 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, Coastguard NZ 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, Coastguard NZ 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 Coastguard NZ 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 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 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 Coastguard NZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by Coastguard NZ 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

Royal New Zealand Coastguard Incorporated

Representative: Chief Executive Officer
Address: 3 Solent Street
Mechanics Bay, Auckland 1010
Email: callum.gillespie@coastguard.nz
Phone: 029 222 0473

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
180 Molesworth St
Thorndon
Wellington
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 Coastguard NZ.

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 Coastguard NZ 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 identified NZSAR risks 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 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, using 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.

Execution

Executed as an agreement.

Date: *19 May* 2023

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

In the presence of:



Commissioner/Authorised signatory

*David Grell
superintendent
director: capability*

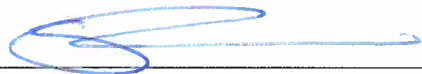
Witness signature

Witness name: *SIMON KENNATHAN*

Occupation: *INSPECTOR NZ POLICE*


Address: *180 MOLESWORTH STREET*

Signed by the Chief Executive of **Royal New Zealand Coastguard Incorporated**

 *C GILCHRIST*

Chief Executive/Authorised signatory

In the presence of:



Witness signature

Witness name: *KAREN LINWOOD*

Occupation: *EXECUTIVE ASSISTANT*

Address: *3 SOLENT STREET, PARNELL*

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

Board Chair/Authorised signatory

In the presence of:

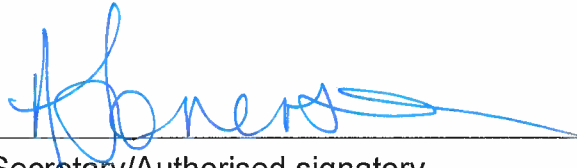
Witness signature

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: Sharyn Foley

Occupation: Executive Assistant

Address: 3 Queens Wharf
Wellington.

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



Director/Authorised signatory

In the presence of:



Witness signature

Witness name: *Esther Livingston*

Occupation: *DCE*

Address: *918 Ohari 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 Coastguard NZ 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 Coastguard NZ best practices. As part of this, Coastguard NZ is required to:
 - i) Advice. Provide specialist Coastguard NZ advice to the Coordinating Authorities or other SAR partners on request.
 - ii) Incident Management Team (IMT). Provide appropriate IMT Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority.
 - iii) 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.
 - iv) 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 The **support services** provided by Coastguard NZ to the Coordinating Authorities in aid of sustaining, supporting, developing, and monitoring SAR capability for New Zealand include:
 - a) Support Information:
 - i) Current details of Coastguard NZ'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 Coastguard NZ'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 Coastguard NZ provides a SAR response to a coordinating

authority, and where Coastguard NZ 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 Coastguard NZ and the relevant Coordinating Authority, Coastguard NZ will participate in and support joint SAR training exercises. Where appropriate Coastguard NZ will invite and include other SAR Sector people in Coastguard NZ skill acquisition training and exercises. Costs for such training are to be managed by mutual agreement.
- c) **SAR meetings, workshops and working groups.** Appropriate Coastguard NZ 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.** Coastguard NZ will provide specialist Coastguard NZ advice to the Coordinating Authorities or other SAR-providing partners on request.

Schedule 2: Purchasing and Performance

- 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.
- 3 The Coordinating Authorities are purchasing response and support services from Coastguard NZ through this SLA, including the provisions relating to government funding as detailed in Schedule 1.
- 4 **Outcome sought.** Providing 1 and 2 above the Funds referenced in this SLA enables Coastguard NZ to contribute to achieving the outcomes included in Clause 2.2, and report on this through Table One below.
- 5 **Planning and Performance.** This SLA describes the necessary arrangements for the use of people and resources to achieve effective SAR Outcomes. It also describes how Coastguard NZ will be supported to deliver those outcomes and contribute to a collective SAR Sector.
- 6 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	Purpose, Investment, and Planning Requirements
1	General Funding	<p><u>Purpose:</u> Coastguard NZ 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> \$7,534,000 for 2023/24-2024/25, split into \$3,697,000 for 2023/2024 and \$3,837,000 for 2024/25 with outyear funding of \$1,874,000.</p> <p>This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> • baseline costs • personnel (portion of CE’s salary) • direct support to Units • accommodation costs for the Marine Radio Centre • volunteer support and improvements • insurance of Coastguard assets • accounting and business support to Units.

Table One

Purpose, Investment, and Planning Requirements	
#	Initiative
	<p><u>NZSAR requirements to be included in the Plan:</u> Coastguard NZ 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 Coastguard NZ 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	<i>Projects</i>
2.1	<p>Information management and business improvement</p> <p><u>Purpose:</u> To improve Coastguard NZ's IT systems and management tools, including VHF.</p> <p><u>Investment:</u> \$675,00 for 2023/24-2024/25, split into \$210,000 for 2023/24 and \$465,000 for 2024/25. No outyear funding.</p>

Table One

#	Initiative	Purpose, Investment, and Planning Requirements
		<p><u>NZSAR requirements:</u> Coastguard NZ is to:</p> <ul style="list-style-type: none"> • develop 'business cases' based on 'discovery' already funded to improve IT systems through: <ul style="list-style-type: none"> – a Single Customer View – Website Modernisation.
2.2	Revenue Strategy	<p><u>Purpose:</u> To build community fundraising through diversification of income streams including training unit volunteers to increase their fundraising skills and capability focusing on digital fundraising and engagement at the community level.</p> <p><u>Investment:</u> \$700,000 per annum for 2023/24-2024/25. No outyear funding.</p> <p><u>NZSAR requirements to be included in the Plan:</u> Coastguard NZ 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

Table One

Purpose, Investment, and Planning Requirements	
#	Initiative
	<ul style="list-style-type: none"> • how Coastguard NZ 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	<p>Training – qualifications redesign</p> <p><u>Purpose:</u> To continue the modernisation of Coastguard NZ's training programmes including the modernisation of Rescue Vessel and Air Patrol crew training, Radio Operator and IMT personnel training and staff and Support volunteer training.</p> <p><u>Investment:</u> \$400,000 per annum for 2023/24-2024/25. No outyear funding.</p> <p><u>NZSAR requirements:</u> Coastguard NZ is to develop a project plan for NZSAR agreement that sets out:</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 • measures to ensure there is coordination and alignment with the NZSAR Council's training and qualification sector plans, and avoid duplication of effort

Table One

Purpose, Investment, and Planning Requirements	
#	Initiative
	<ul style="list-style-type: none"> • how to investigate and engage on collaboration with other SAR partners who are also investing in qualification training • relevant key performance measures (e.g. milestones or targets) and outcomes that can be used for reporting including the end state achievements and what the qualifications will or should look like • the benefits expected to accrue from the redesign investment and how these will be tracked and reported on, once the redesign is in place • any underlying assumptions, constraints and/or issues • how the materials developed will be openly shared under agreed creative commons licenses.

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) Coastguard NZ 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 4 below.

Table Two			
#	Initiative	Reporting Frequency and Audience	Report Recipient
1	Reply to Letter of Intent a) Coverage as detailed in Clause 8 in this SLA.	By 20 working days prior to 1 July	NZSAR Council
2	Coastguard NZ SAROP Activity Information a) Provide the SAR Coordinating Authority information about Coastguard NZ resources placed on standby or deployed during an SAR incident, when Coastguard NZ has not been invited to complete SARdonyx collaboration. Information to be provided: i) Coastguard NZ Unit ii) type of use (standby or deployed) by Unit iii) total volunteer numbers by Unit iv) total volunteer hours by Unit	Within 5 days post SAR incident involving Coastguard NZ	Coordinating Authority

Table Two

#	Initiative	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>Coastguard Capability and Issue Reporting</p> <ul style="list-style-type: none"> a) A quarterly summary of non-SAROP activity Coastguard NZ conducts at the request of Ambulance services, Civil Defence and Emergency Management (CDEM) Groups National Emergency Management Agency (NEMA), Fire and Emergency New Zealand (FENZ), the Ministry of Primary Industries (MPI), 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) Coastguard NZ will report on NZ participation at SAR related meetings, forums, and events. e) Coastguard NZ will report on national-level exercises, training, and meetings with relevance to the SAR Sector. f) Coastguard NZ will identify and share with the NZSAR Council any “lessons” identified as per the Lessons Framework by Coastguard NZ because of SAROPs, training, or SAREXs on occurrence and as they are available. 	Quarterly	NZSAR Secretariat

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
4	<p>SAR Organisational Human Resource information</p> <p>a) Coastguard NZ will provide the Volunteer Data Information, as per the agreement requirements.</p> <p>b) Coastguard 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) Coastguard NZ will advise the NZSAR Council in writing annually that it has met its updating obligations and audited all of the Coastguard NZ information contained within the NZSAR Resources Database for accuracy.</p> <p>b) Coastguard NZ (National body) will ensure the Resources Database (by Units) is updated six monthly to ensure it is accurate and up to date. Updates for any significant change in capacity, capability or call out method will be provided within 30 days.</p> <p>c) Coastguard NZ 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>
7	Funded Initiatives	Quarterly	NZSAR Secretariat

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
	<p>Coastguard NZ 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) Coastguard NZ is deriving benefits from the investments iii) the achievement of the NZSAR Council Goals and mitigation of the NZSAR Council Risks is being supported. 		
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</p>	Within 3 months of 30 June.	NZSAR Secretariat

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
	<p>Coastguard will provide Financial Reports (an Annual Report or equivalent, including the audited annual financial statements) and Assurance that broadly:</p> <ul style="list-style-type: none"> a) demonstrates that the SLA partner has complied with the required financial reporting under the appropriate Act (Incorporated Societies Act, Charities Act, etc.) 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 c) affirms the SLA Sector partner has complied with their written financial procedures. d) provides assurance the accounts are completed correctly (as per the legal requirements of the XRB and Charities Services) e) provides assurance the SLA partner has followed and applied their written financial procedures throughout the year f) provides assurance the SLA partner has met the requirements of the appropriate Act(s) (i.e., that the NGO has not been deregistered) 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 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) i) sets out what the Police grant was applied to. 	<p>Annually after ratification at the AGM</p>	

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
10	<p>Meetings</p> <p>a) Coastguard NZ is expected to maintain and provide through the Annual Letter of Intent, or as soon as practicable after, the Coastguard NZ meeting information for the year that might be of relevance to the other Parties (dates, times, durations, likely invitees).</p> <p>b) Coastguard NZ will invite the NZSAR Secretariat 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) Coastguard NZ will nominate relevant Coastguard NZ members for the NZSAR Awards as appropriate.</p>	As required and requested	NZSAR Secretariat
12	<p>Local Exercises and Local meetings</p> <p>a) 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.</p>	As required	Coordinating Authorities

Schedule 4: Operational Funding Rates

1 Operational Payment Rates

- a. Co-ordinating Authorities agree to pay Coastguard NZ a reimbursement for vessel related operating costs, as detailed below, relating to the use of SAR assets utilised in the execution of Category 1 or 2 incidents. Payments will be made on receipt of an invoice from Coastguard NZ.

Vessel Operational Payment Rates

Class	Vessel	Hourly Rate \$
1	Jetski	140.00
2	Up to 11.9 m	375.00
3	Greater than 12 m	650.00

- b. This reimbursement schedule supersedes any previous arrangements and will be agreed annually through the Annual Review process and included as an appendix to the Annual Letter of Intent.
- c. Coastguard NZ will always seek to utilise the most appropriate assets to deliver the effect sought by the Coordinating Authorities and has the sole authority to select the correct assets for any given task.

2 Police Grants 2023/24-2024/25.

- a. As part of the relationship agreement between the Coordinating Authorities and Coastguard NZ, NZ Police will pay Coastguard NZ an annual grant of \$50,000. Payments will be made on receipt of an invoice from Coastguard NZ.
- b. The NZ Police grant to Coastguard NZ is designed to assist Coastguard NZ in promptly providing search and rescue services by appropriately competent personnel using appropriate equipment on request by the NZ Police in support of Cat 1 SAROPs.
- c. This funding will be used, but not limited to, to support, equip and train Coastguard NZ volunteers and specialist teams where funding would otherwise not be available. A proportion of this funding will also be used to cover attendance costs (travel/accommodation/food/conference fees) of two NZ Police HQ personnel to attend the Coastguard conference, thereby providing assurance for the national partnership and across the Coastguard NZ volunteer membership.

Annual Payments

What	To	Amount
Annual Police Grant	Coastguard NZ	\$50,000

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 Coastguard NZ is as detailed in the Summary Table below.

Summary Table

Initiative	2023/24 \$000s	2024/25 \$000s	Outyears \$000s
General Funding	3,697	3,837	1,874
Training	400	400	-
<i>Projects</i>			
• Information management and business improvement	210	465	-
• Revenue strategy	700	700	-
Total	\$5,007	\$5,402	\$1,874

- 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 of Intent 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 the Coastguard NZ national body for SAR services. 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 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.
- 8 It is acknowledged that Coastguard NZ performs non-SAR functions with its people and assets. Coastguard NZ will ensure these non-SAR functions will not be funded using funding covered by this SLA.
- 9 Coastguard NZ also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc. Coastguard NZ will ensure it will not apply any funding under this SLA to matters being funded through these 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 Coastguard NZs Health and Safety Management System (HSMS).
- 4 Ensuring the wellbeing of all Coastguard NZ staff and volunteers is a desired H&S outcome and should be a key component in Coastguard NZ'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 activities⁵, 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 Coastguard NZ's SAR people is the responsibility of Coastguard NZ. Coastguard NZ is expected to offer and provide wellbeing, grief, and trauma⁶ counselling, and resilience training through the Coastguard NZ 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. An SAR Sector partner may, in consultation with the

⁵ Includes SAR operations, SAR exercises, and training

⁶ Note Trauma guidance has been developed for adoption and distribution by all SAR partners

Coordinating Authority, refuse or stop a SAR tasking they have been assigned if H&S is at risk.

- 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 Coastguard NZ 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 Coastguard NZ considers benefit / knowledge could be gained
 - 11.3 allowing the Coordinating Authorities at a mutually agreed time to verify any aspect of Coastguard NZ's HSMS
 - 11.4 a biennial independent audit of Coastguard NZ'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.⁷

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 Coastguard NZ's progress of H&S trends and improvements over time. The progress results of the PPIs above, with quantitative results and qualitative

⁷ ie: new policies (an example would be fatigue management)

comments from Points 3, 4, and 6 above, will form the basis of Coastguard NZ's six month 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 sH&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	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.
Efficient and sustainable SAR organisations	Effective SAR Services: Delivered by high-performing, sustainably funded SAR organisations that are fit-for-purpose, and responsive to change. Also aim to: <ul style="list-style-type: none"> • improve SAR system data quality and access • improve technology for SAROPs.
Capable SAR people	Maximise capability: Appropriate training can be accessed and coordinated. Knowledge sharing will improve volunteer worker engagement, skills, health and safety, and SAROP standard practices.
SAR prevention	Reduce number and severity of SARs: Lead SAR preventative strategies. Facilitate more prevention activities and coordination. An informed responsible and skilled public.

Appendix Two: Useful Links

[NZSAR Council Funding Principles](#)

[NZSAR Council Risk Matrix](#)

[Office of the Auditor General](#)

[The Treasury](#)

