

**New Zealand Search and Rescue Council's  
Memorandum of Understanding  
with the Department of Conservation  
for Search and Rescue Services  
2023/24-2024/25**



**Department of  
Conservation**  
*Te Papa Atawhai*

# Department of Conservation Memorandum of Understanding

for the provision of search and rescue services

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## **Parties**

**The Department of Conservation (DOC)** established under the Conservation Act 1987 (Amended by the Conservation Amendment Act 2013)

and

**The Secretary for Transport** (for and on behalf of the New Zealand Search and Rescue Council) (**NZSAR Council**).

together, being "the Parties", and individually a "Party".

## Strategic Context

- A The NZSAR Council provides national strategic governance and leadership to New Zealand's search and rescue sector.
- B DOC search and rescue (**SAR**) services include all land-based SAR operations (**SAROPS**) in the Aoraki / Mt Cook National Park and surrounds. This high alpine SAR response is provided on behalf of the Coordinating Authorities (the New Zealand Police (the Police) and Maritime New Zealand (MNZ)).
- C The Police are responsible for coordinating Category I (SAROPs). Maritime NZ's Rescue Coordination Centre New Zealand (RCCNZ) are responsible for coordinating Category II SAROPs.
- D The provision of DOC SAR services is funded through the Search and Rescue Activities Permanent Legislative Authority (PLA) in Vote Conservation.
- E DOC receives additional investment<sup>1</sup> outlined in this Memorandum of Understanding (MOU) approved by the Ministers of Finance and Transport to improve SAR outcomes. The investment is monitored by the NZSAR Secretariat on behalf of the NZSAR Council and the Ministry of Transport (MoT).
- F DOC is a member of the NZSAR Council.
- G This MOU sets out the principles that apply and the intention of the Parties in respect of the use of the investment described in this MOU.

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<sup>1</sup> Funding hypothecated for SAR purposes from fuel excise duty (FED) paid by recreational boat users via Section 9(1) of the Land Transport Management Act (2003).

# Agreement

## 1 Term

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- 1.1 This MOU commences on 1 July 2023 for a period of two years and terminates on 30 June 2025 unless terminated earlier in accordance with Clause 10.
- 1.2 This MOU may be extended on the same terms by written agreement for a further term to be agreed or until a new memorandum of understanding is executed.

## 2 Purpose

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- 2.1 The purpose of this MOU is to:
- a) Set out the investment arrangements for supporting, contributing to, and improving the delivery of SAR and related services by DOC.
  - b) Establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between the NZSAR Council and DOC, and to achieve the agreed outcomes.

## 3 Relationship Management

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- 3.1 The Parties agree this MOU is entered into with a focus on maintaining and enhancing the professional relationship to achieve the **NZSAR Council's Goals** and mitigate the **NZSAR Council's Risks**.
- 3.2 The Parties agree to work collaboratively and co-operatively to achieve the NZSAR Council's Goals and apply the NZSAR Council Funding Principles (the **Funding Principles**).
- 3.3 The Parties recognise that this MOU is a living document and will proactively engage with each other in an open, honest, and timely manner to discuss delivery and expectations.
- 3.4 The Parties agree to meet twice a year to discuss the progress of the funded initiatives, including one meeting as part of developing the **Annual Letter of Agreement** (see Clause 7).

## 4 Delivery

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- 4.1 4.1 The investment described in this MoU will be used by DOC to provide the following deliverables:
- a) To ensure the Aoraki Mount Cook Alpine Rescue Team (AMCART) is optimised to maintain peak performance by:
- enhancing the current AMCART specialist skills and equipment, including for water-related rescues
  - increasing the extent of full-time team coverage to enable more SAR prevention work
  - supporting AMCART to provide training and support for volunteer Alpine Cliff Rescue teams across New Zealand.
- b) Continued consolidation of the **Land Safety** Forum led by Forum Coordinators with a view to improving land safety sector outcomes through information sharing, collaboration and coordination, that will contribute to the reduction of SAR incidents and improve SAR outcomes.
- 4.2 Schedule 1 outlines the delivery of the items in 4.1.
- 4.3 DOC will provide deliverables in 4.1 in accordance with best practice aligned with the Funding Principles.
- 4.4 DOC must notify the NZSAR Council as soon as practicable where DOC become aware of any circumstance affecting its capacity or ability to provide or contribute to, the deliverables.
- 4.5 DOC will maintain the scope, definition, and performance measures for the Search and Rescue PLA in the Vote Conservation Estimates of Appropriation. DOC will report against these measures and provide the MoT and the NZSAR Council with the reported information.

## 5 Investment

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- 5.1 Schedule 1 describes the purposes, requirements, and reporting of the investment. Schedule 2 summarises the amounts to be included in the PLA to achieve those purposes.
- 5.2 The PLA investment performance measures will link explicitly to expectations, services and reporting detailed in this MoU.

## **6 Reporting and the NZSAR Funding Principles**

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- 6.1 The NZSAR Council and DOC are responsible for and have a part to play in the success of the MOU and its application. Effective reporting and monitoring will provide the basis for assessment of the MOU delivery, accountability for public resources, how to inform agreement reviews, and how to proceed at the expiry of the MOU.
- 6.2 DOC are responsible for ensuring that the investment is applied in accordance with the Funding Principles.
- 6.3 DOC agree to meet the reporting and monitoring requirements set out in Schedule 1 to assist the MoT meet its reporting obligations under the Public Finance Act 1989.

## **7 Annual Letter of Agreement**

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- 7.1 Between March and May each year DOC and the NZSAR Council will meet and review the progress of the funded initiatives. The outputs from this meeting will assist to inform the Annual Letter of Agreement which documents mutually agreed priorities, and any agreed changes to MOU delivery and variations to the MOU terms, and **Conditions** that the Parties would like to make for the next year (if any).
- 7.2 Each year during the two-year term of this MOU and within eight weeks prior to 1 July each year, the NZSAR Council will send the Annual Letter of Agreement to DOC setting out:
- a) any agreed changes to NZSAR Council or DOC priorities for DOC to utilise the MOU funding
  - b) any agreed variations to the MOU
  - c) any agreed clarifications or amendments to this MOU.
- 7.3 DOC is asked to consider the Annual Letter of Agreement and reply within 3 weeks with a written response to the NZSAR Council in respect of those matters. The parties may agree to meet again to discuss and resolve any matters in accordance with Clause 3. Once matters are resolved a final Annual Letter of Agreement will be issued as required.

## **8 Health and Safety**

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- 8.1 The Parties acknowledge that the Health and Safety at Work Act 2015 applies to all work and activities (including SAR activities). Each party will comply with

their health and safety obligations under the Act and any other legislation, standards, and codes of practice relating to health, safety and wellbeing.

## **9 Failure to Perform**

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- 9.1 Where the NZSAR Council considers on reasonable grounds that the SAR delivery in Clause 4 and Schedule 1 has not been provided in accordance with this MOU or the reporting requirements have not been met, the NZSAR Council will as soon as practicable, notify DOC.
- 9.2 In accordance with the principles set out in Clause 3, the Parties will use reasonable endeavours to resolve these matters to the satisfaction of both Parties.
- 9.3 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council still considers on reasonable grounds that either the SAR delivery has not been provided in accordance with this MOU or the reporting requirements have not been met, the NZSAR Council may require DOC to remedy the deficiency at DOC's cost.

## **10 Termination**

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- 10.1 Either Party may terminate this agreement on giving twelve months' notice in writing to the other Party.
- 10.2 In the event of termination, DOC will make appropriate arrangements with MoT regarding any unspent monies.

## **11 Privacy, Information and Confidentiality**

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- 11.1 The Parties will 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.
- 11.2 Subject to any applicable law, the Parties agree to:
- a) share information to enhance community safety
  - b) supply information on request in support of the DOC's reporting obligations.
- 11.3 The Parties acknowledge that the Official Information Act 1982 applies, and the parties may be required to release information about this MOU, the delivery, and the Parties' relationship. Each Party agrees to promptly advise the other Party of any request received under the Official Information Act 1982, prior to any disclosure being made under that request.



11.4 Any information provided by one Party to the other Party (including to their employees, volunteers, or agents) in relation to the performance of this MOU and the provision of the delivery, 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:

- a) is at the time it was disclosed, generally available to, and known by, the public (other than as a result of a breach of Clause 9)
- b) was available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party, or
- c) is required to be disclosed by law.

11.5 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 MOU and the provision of the delivery. The Parties must ensure that personnel who are provided access to Confidential Information are aware of and adhere to, the confidentiality obligations of this MOU.

## **12 Media**

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12.1 Each Party agrees to advise the other Party:

- a) if it becomes aware of any issue relating to this MOU that has or may have media or public interest
- b) as soon as possible if it issues to the media or any member of the public any oral or written statement about this MOU.

12.2 Parties' media and social media engagement should not cause reputational or organisational harm to the other Party.

12.3 Both parties' communications should, where appropriate, note the contribution both Parties make towards the successful delivery of SAR outcomes.

## **13 Variations**

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13.1 Subject to Clauses 13.2, 13.3, and 13.4, this MOU may only be varied in writing between the Parties.

13.2 This MOU is to be read subject to any Cabinet Directives or changes in law.

13.3 Where the Parties become aware of any changes to Government policy or decisions affecting the Purpose of this MOU, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this MOU where necessary.

13.4 Parties may at any time, vary the terms of this MOU to give effect to the instructions of the Minister(s) of the Crown.

## 14 Legal Effect

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14.1 Nothing in this MOU is intended to make either Party liable for the actions of the other Party or constitute any legal relationship between the Parties.

## 15 Representatives

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15.1 The Parties' representatives for the purposes of this MOU are:

### **NZSAR Council**

Representative: NZSAR Secretariat Director  
Address: Queens Wharf  
Wellington 6011  
Email: [d.ferner@nzsar.govt.nz](mailto:d.ferner@nzsar.govt.nz)  
Phone: 021 249 0463

### **Department of Conservation**

Representative: Land Safety Forum Secretariat  
Address: Conservation House Head Office  
18 Manners St  
Wellington City  
Wellington 6011  
Email: [mjupp@doc.govt.nz](mailto:mjupp@doc.govt.nz)  
Phone: 027 428 2625

## 16 Counterparts

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16.1 This MOU may be signed by the Parties in counterparts, all of which, when signed, will constitute the agreement between the Parties.

## 17 Definitions

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

17.1 **Annual Letter of Agreement** means the Letter of Agreement issued by the NZSAR Council to DOC annually less the first year.

17.2 **Conditions** means the requirements which must be satisfied in respect of any Reporting and may include requirements relating to how the funds will be applied, the deliverables and itemised costs, the value being provided, how

this relates to the NZSAR Council's Goals, and how the value will be measured and reported.

- 17.3 **Funding Principles** means the NZSAR Council Funding Principles set out in Appendix Two.
- 17.4 **Land Safety** means the safe and search and rescue free conduct of recreational activities in the land environment
- 17.5 **NZSAR Council Goals** means the documented goals of the NZSAR Council set out in Appendix One.
- 17.6 **NZSAR Council Risks** means the risks identified by the NZSAR Council and their treatments set out in Appendix Two.
- 17.7 **SAR** means search and rescue.
- 17.8 **SAROPS** mean s a search and rescue operation undertaken by a Coordinating Authority (the New Zealand Police or Maritime New Zealand) to locate and retrieve persons missing or in distress.

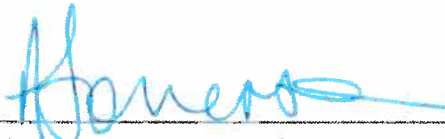
### Execution

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Executed as an agreement.

Date: 8 May 2023

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 Forty  
Occupation: Executive Assistant  
Address: 3 Queens Wharf  
Wellington.

Signed by **Department of Conservation**



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Director-General/Authorised signatory

In the presence of:



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Witness signature

Witness name: SANDRA GRIFFITHS

Occupation: E. A.

Address: CI-DOC Wgtn



## **Schedule 1: Deliverables, Reporting and Monitoring**

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### **1 Context**

- a) DOC will provide agreed reports to the NZSAR Secretariat to meet monitoring and performance reporting needs (see reporting table).
- b) DOC will apply the Funding Principles.

### **2 Delivery and Implementation**

- a) The DOC Deliverables through this MoU as per Clause 4 are:
  - i) To ensure the Aoraki Mount Cook Alpine Rescue Team (AMCART) is optimised to maintain peak performance by:
    - enhancing the current AMCART specialist skills and equipment, including for water-related rescues
    - increasing the extent of full-time team coverage to enable more SAR prevention work
    - supporting AMCART to provide training and support for volunteer Alpine Cliff Rescue teams across New Zealand.
  - ii) Continued consolidation of the Land Safety Forum led by a Forum Coordinator(s) with a view to reducing SAR incidents and improving SAR outcomes for incidents in the recreational land environment as per an agreed cross-sector strategic plan.

#### **b) Vote Administration**

Monthly appropriation reporting drawdown totals are required by Waka Kotahi (New Zealand Transport Agency). MoT Finance and DOC Finance will engage to coordinate the requirements. Implementation of the deliverables is DOCs responsibility.

### 3 Initiatives

Table One		
#	Initiative	Initiative Context
1	Aoraki SAR Resource Optimisation	<p><u>Investment:</u> \$246,000 for 2023/24-20245/25. Split into \$121,000 for 2023/24 and \$125,000 for 2024/25 with outyear funding of \$66,000.</p> <p><u>Purpose:</u> To ensure the Aoraki Mount Cook Alpine Rescue Team (AMCART) is optimised to maintain peak performance by:</p> <ul style="list-style-type: none"> <li>• enhancing the current AMCART specialist skills and equipment, including for water-related rescues</li> <li>• extending the team coverage to optimise response capability and enable more SAR prevention work throughout the year</li> <li>• supporting AMCART to provide training and support for volunteer Alpine Cliff Rescue teams across New Zealand.</li> </ul> <p><u>NZSAR – DOC Joint expectations:</u></p> <ul style="list-style-type: none"> <li>• DOC and the NZSAR Council will agree a two-year delivery plan and budget. Agreed annual deliverables and associated proposed annual budget(s) will be discussed and agreed as part of the Annual Letter of Agreement process. Variations if required may occur through the Annual Letter of Agreement process.</li> <li>• The two-year plan and the corresponding annual deliverables will identify the key risks to be managed and what success mitigating these are defined as.</li> </ul> <p>DOC and NZSAR will discuss six monthly the:</p> <ul style="list-style-type: none"> <li>• progress of the initiative and to agree any delivery changes that may be required</li> <li>• lessons and learnings from implementing the initiative, including those the wider SAR sector can learn from.</li> </ul>

Table One		
#	Initiative	Initiative Context
		<p><u>DOC Reporting to the NZSAR Council:</u></p> <p>A six month and a twelve-month report that sets out progress against the agreed plan, budget, and deliverables, specifically:</p> <ul style="list-style-type: none"> <li>• Qualitative and quantitative progress against the expectations, the agreed budget and agreed deliverables with variance explanations.</li> <li>• The NZSAR Council Goals being achieved and NZSAR Council Risks being managed or contributed to.</li> <li>• How Health and Safety obligations have been met, and any Health and Safety incidents/instances which the NZSAR Council and the SAR sector can learn from.</li> <li>• Lessons for learning by the wider SAR sector.</li> </ul> <p>Annually, the performance measures to be included in any appropriation reporting.</p>
2	Consolidation of the Land Safety Forum (the Forum)	<p><u>Investment:</u></p> <p>\$727,000 for 2023/24-2024/25 only. Split into \$359,000 for 2023/24 and \$368,000 for 2024/25. No outyear funding.</p> <p><u>Purpose:</u></p> <p>To reduce SAR incidents through greater coordination and integration of preventative initiatives by engaging a full-time Land Safety Forum Coordinator to consolidate the Forum's work to achieve its agreed strategic plan through the Forum and any sub-groups.</p> <p><u>NZSAR Council – DOC Joint expectations:</u></p> <ul style="list-style-type: none"> <li>• The Forum's membership, goals and operation will be guided by the Land Safety Sector Strategic Plan.</li> <li>• DOC and the NZSAR Council to agree on an updated coordinator position description if it becomes vacant. NZSAR is to have one representative on any interview panel required to fill the position.</li> <li>• The coordinator will be employed by DOC, comply with DOC internal policies but position</li> </ul>



Table One		
#	Initiative	Initiative Context
		<p>goals will be oriented towards leading and implementing the Land Safety Sector Strategic Plan and related workstreams including with a focus on:</p> <ul style="list-style-type: none"> <li>– development and implementation of Land Safety research and insights programme</li> <li>– collaboration on complex problems/opportunities</li> <li>– iwi/hapū engagement and te ao Māori capability</li> <li>– how to change behaviours</li> <li>– delivery of land safety sector summit.</li> </ul> <ul style="list-style-type: none"> <li>• The Forum will have no power to direct any of its member organisations other than by mutual agreement.</li> <li>• The Forum would seek to facilitate safer experiences by recreational land users.</li> <li>• The Annual Letter of Agreement will set out any amended delivery. Agreed annual deliverables and associated annual budget(s) will be discussed and agreed as part of the Annual Letter of Agreement process.</li> <li>• A report is to be prepared for the Parties by October 2024 outlining the impact and effectiveness of the strategy, forum and coordinator and making recommendations on if it should continue.</li> </ul> <p><u>DOC Reporting to the NZSAR Council</u></p> <p>Quarterly:</p> <ul style="list-style-type: none"> <li>• Progress being made against measures, indicators and the budget agreed in advance with the NZSAR Council to operate the Forum, including any issues that DOC and the Council need to consult and agree on.</li> <li>• The NZSAR Council Risks being managed or contributed to from this initiative.</li> <li>• The NZSAR Council Goals being achieved.</li> </ul>



## Schedule 2: Investment

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The Investment will be executed via the Search and Rescue Activities PLA in Vote Conservation.

Its components, including out year funding, are:

Item	2023/24 \$000s	2024/25 \$000s	Outyears \$000s
Aoraki SAR response team optimisation	121	125	66
Operate a Land Safety Forum	359	368	-
<b>Total</b>	<b>\$480</b>	<b>\$493</b>	<b>\$66</b>

## Appendix One: NZSAR Council Goals

Goals	Impacts Sought
A robust and integrated SAR system	<p><b>Integrated sector:</b> 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><b>Effective SAR services:</b> 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"> <li>• improve SAR system data quality and access</li> <li>• improve technology for SAROPs.</li> </ul>
Capable SAR people	<p><b>Maximise Capability:</b> 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><b>Reduce number and severity of SARs:</b> Lead SAR preventative strategies. Facilitate more prevention activities and coordination. An informed responsible and skilled public.</p>

## **Appendix Two: Useful Links**

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[NZSAR Council Funding Principles](#)

[NZSAR Council Risk Matrix](#)

[Office of the Auditor General](#)

[The Treasury](#)

