

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



Land Search and Rescue Joint Service Level Agreement

for the provision of search and rescue outcomes and operations

Contents

Parties.....	4
Strategic Context	5
Agreement	7
1 Term	7
2 Purpose and Outcomes.....	7
3 Relationship Management.....	8
4 Services.....	9
5 Bilateral SAR Agreements.....	9
6 Payment.....	10
7 NZSAR Funding Principles and Reporting	10
8 Annual Letter of Intent	10
9 Health and Safety.....	11
10 Failure to Perform.....	12
11 Termination	12
12 Privacy, Information and Confidentiality	13
13 Media.....	14
14 Insurance and Policies	14
15 Dispute Resolution	15
16 Variations	15
17 Assignment and Contracting	15
18 Force Majeure	16
19 Legal Effect	16
20 Compliance with Laws.....	17
21 Conflict of Interest.....	17
22 Costs and Taxes.....	17
23 Notices	17
24 Survival.....	18

25 Waiver	18
26 Counterparts.....	18
27 Definitions.....	18
Execution	21
Schedule 1: Response and Support Services.....	23
Schedule 2: Purchasing and Planning	25
Schedule 3: Reporting	32
Schedule 4: Operational Funding Rates	39
Schedule 5: Payments.....	41
Schedule 6: Health, Safety and Wellbeing.....	43
Appendix One: NZSAR Council Goals.....	46
Appendix Two: Useful Links.....	47

Parties

New Zealand Land Search and Rescue Incorporated, an incorporated society established under the Incorporated Societies Act 1908 (**LandSAR**),

and

The Secretary for Transport (represented by 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 known 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 is 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 LandSAR provides, through its member Groups (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.

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.

- H In discharging its support and response obligations LandSAR also engages with the public to provide land recreation safety advice and information, medical assistance and advice, and support for incident control including communications. LandSAR also undertakes a range of national administrative functions including fundraising, health and safety, purchasing, and third-party event support.
- I LandSAR 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 LandSAR 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 LandSAR will be supported to deliver those outcomes. For each category of Funds arising under this Joint Service Level Agreement (SLA) and detailed in Table 1 of Schedule Two, 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 search and rescue prevention, outcomes, and operations, and enhance the community standing of LandSAR, 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 LandSAR – 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 LandSAR (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 LandSAR, to provide SAR Services, and contribute to the achievement of the **NZSAR Council Goals** and mitigate identified **NZSAR Council Risks**
 - d) describe and agree the SAR Services to be provided and to ensure the Funding Principles are applied to achieve financial stewardship, collaboration, and transparency.
- 2.2 LandSAR 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 land SAR Services throughout New Zealand for those in distress where LandSAR 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 LandSAR 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 LandSAR 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, especially where Contingent initiatives are applicable.

- 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 NZSAR 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 LandSAR 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 LandSAR.

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 LandSAR's policies, processes, and practices.
- 4.2 LandSAR must notify the Parties as soon as practicable where LandSAR 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 of 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 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 LandSAR and the other Parties are superseded by this SLA.

6 Payment

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

7 NZSAR Funding Principles and Reporting

- 7.1 LandSAR are responsible for ensuring received Funds are applied in accordance with the Funding Principles set out in Appendix Two.
- 7.2 Subject to Clauses 6.1 and 6.2 Funds may be applied through Schedule 1 and Schedule 2 to any SAR-related activity determined by LandSAR and agreed in advance by the NZSAR Council.
- 7.3 LandSAR 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 LandSAR 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 LandSAR will undertake an annual review to discuss the progress made against the Annual Letter of Intent. The NZSAR Council and LandSAR 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 LandSAR 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 LandSAR 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 LandSAR 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 LandSAR'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 LandSAR 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 LandSAR 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 LandSAR.
- 10.3 In accordance with the principles set out in Clause 3, the Parties will use reasonable endeavors 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 LandSAR to remedy the deficiency at the LandSAR'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, LandSAR will make a refund of Funds paid or the NZSAR Council will provide a final invoice for payment by LandSAR, 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 LandSAR'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 LandSAR 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 LandSAR, 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 LandSAR 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 LandSAR 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 LandSAR 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.
- 14.3 As part of being a robust organisation providing efficient and effective SAR Services to the Coordinating Authorities, LandSAR must also ensure that all operational personnel have been vetted by the Police.

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, LandSAR 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 other Parties to this SLA, LandSAR 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 LandSAR fails to perform its obligations due to a Force Majeure Event.

19 Legal Effect

- 19.1 Nothing in this SLA is intended to make either Party liable for the actions of the 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 LandSAR warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place LandSAR 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 LandSAR will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by LandSAR 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

New Zealand Land Search and Rescue

Representative: Chief Executive Officer
Address: 8/35 Sir William Pickering Drive
Christchurch 8053
Email: ceo@landsar.org.nz
Phone: 03 374 2424

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@maritime.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 LandSAR.
- 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 LandSAR 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 Council 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

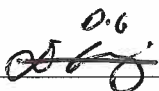
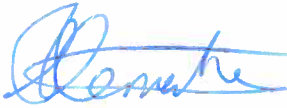
Executed as an agreement.

Date: 19/05 2023

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



Commissioner/Authorised signatory

In the presence of:

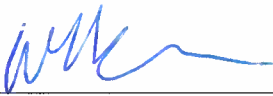
 
Witness signature

Witness name: ~~Superintendent David Gell~~ ^{0.6 SK}
Occupation: ~~Inspector Simon Ice/Navigation~~
~~Director: Capability~~ ^{0.6}
~~MANAGER: COMMAND & EM~~
Address: ~~180 Moleworth St, Wellington~~ ^{0.6 SK}
~~180 MOLEWORTH STREET~~

Signed by the Chief Executive of **New Zealand Land Search and Rescue Incorporated**


Chief Executive/Authorised signatory

In the presence of:


Witness signature

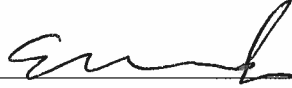
Witness name: Wendy Harrison
Occupation: Team Administrator
Address: Ministry of Transport
3 Queens Wharf
Wellington.

Signed by the Director and Chief Executive Officer of **Maritime New Zealand**



Director/Authorised signatory

In the presence of:



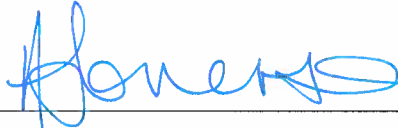
Witness signature

Witness name: Esther Livingston

Occupation: DCA

Address: 918 Ohariu 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: Sharyn Forty

Occupation: Executive Assistant

Address: 3 Queens Wharf
Wellington.

Schedule 1: Response and Support Services

- 1 LandSAR 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 LandSAR's best practices. As part of this, LandSAR is required to:
 - i) Advice. Provide specialist LandSAR advice to the Coordinating Authorities or other SAR providing 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 LandSAR to the Coordinating Authorities in aid of supporting, developing, and maintaining SAR capability for New Zealand include:
 - a) **Support Information:**
 - i) Current details of LandSAR's operational capability information including organisation, structure, locations, capabilities, people numbers, contact lists, equipment, and callout 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 LandSAR'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 LandSAR provides a SAR response to a coordinating authority,

and where LandSAR 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 LandSAR and the relevant Coordinating Authority, LandSAR will participate in and support joint SAR training exercises. Where appropriate LandSAR will invite and include other SAR Sector people in LandSAR skill acquisition training. Costs for such training are to be managed by mutual agreement.
- c) **SAR meetings, workshops and working groups.** Appropriate LandSAR 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.** LandSAR will provide specialist LandSAR 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 LandSAR 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 enables LandSAR 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 LandSAR 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
Purpose, Investment and Planning Requirements	
1	<p>General Funding</p> <p><u>Purpose:</u> LandSAR 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> \$8,640,000 for 2023/24-2024/25, split into \$4,270,000 for 2023/24 and \$4,370,000 for 2024/25 with outyear funding of \$1,978,000. This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> • baseline costs – core and governance • Group Support Officers operational costs • supporting the wellbeing of volunteers and managing any risk of psychological harm that might come from volunteering • programmes for Groups (volunteers) covering building governance capacity, governance gender diversity/inclusivity, future leaders, and improving volunteer career options • IT system support – ongoing maintenance • personnel (Competency and training 0.5 FTE; Fundraising Manager 1 FTE; Group Support Officers 10 FTEs; National Administration 3 FTEs; National Communications Manager 1 FTE; National Group Manager 1 FTE; Safety Manager 1 FTE; Volunteer Manager 1 FTE).

Table One

Purpose, Investment and Planning Requirements	
#	Initiative
	<p><u>NZSAR requirements to be included in the Plan:</u></p> <p>LandSAR 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 LandSAR 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	<p><u>Purpose:</u></p> <p>To develop a consistent and integrated IT system and provide IT support internally including to Groups. This investment consolidates all existing IT expenditure and provides for a dedicated IT FTE.</p> <p><u>Investment:</u></p> <p>\$470,00 for 2023/24-2024/25, split into \$230,000 for 2023/24 and \$240,000 for 2024/25. No outyear funding.</p>

Table One

Purpose, Investment and Planning Requirements	
#	Initiative
	<p><u>NZSAR requirements to be included in the Plan:</u></p> <p>LandSAR 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 LandSAR 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><u>Purpose:</u></p> <p>To provide management for the effective performance of NZ’s Safer Walking Framework through the funding of programmes and an FTE.</p> <p><u>Investment:</u></p> <p>\$685,000 for 2023/24-2024/25, split into \$339,000 for 2023/24 and \$346,000 for 2024/25 with outyear funding of \$100,000.</p> <p><u>NZSAR requirements:</u></p> <p>LandSAR is to:</p>

Table One

Purpose, Investment and Planning Requirements	
#	Initiative
	<ul style="list-style-type: none"> • lead, coordinate, and implement the effective coordination of the Safer Walking Framework • coordinate and deliver the key aspects of support and education to reduce the incident of wander search and rescue • 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 LandSAR and the SAR Sector 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	<p><u>Purpose:</u> Volunteers have the capability and competency to deliver services when and where required.</p> <p><u>Investment:</u> \$1,211,000 for 2023/24-2024/25, split into \$610,000 for 2023/24 and \$601,000 for 2024/25. No outyear funding.</p> <p>This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> • an e-learning platform providing up-to-date training modules to all LandSAR volunteers

Table One

#	Initiative	Purpose, Investment and Planning Requirements
		<ul style="list-style-type: none"> • a lessons management framework platform that allows for the nationwide collection, analysis, and dissemination of lessons from operations and training exercises • helicopter ‘hands-on’ safety training in an operational context so that everyone receiving the training will be able to meet the industry Safe Operating Procedures of all helicopter operators. The 15 events will include, but will not be limited to, training on rotors-turning, safe entry-exit and emergency procedures • refresher training (not including Specialist Teams). <p><u>NZSAR requirements to be included in the Plan:</u> LAndSAR 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 LandSAR 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.

Table One

#	Initiative	Purpose, Investment and Planning Requirements
5	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> \$67,000 for 2023/24-2024/25, split into \$31,000 for 2023/24 and \$36,000 for 2024/25. No outyear funding. This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> ● 4% of total cost of equipping volunteers with rainwear and thermal clothing layers. <p><u>NZSAR requirements to be included in the Plan:</u> LAndSAR 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 LandSAR 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) LandSAR 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 Table Two below.

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

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
	<ul style="list-style-type: none"> iv) total volunteer hours by Group 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>SARdonyx collaboration</p> <ul style="list-style-type: none"> a) Complete a SARdonyx collaboration report when requested by the Coordinating Authorities, in line with the agreed SARdonyx workflow process. 	<p>Within 5 days of receipt of a SARdonyx collaboration request</p>	<p>Coordinating Authority</p>
4	<p>LandSAR non-SAROP Activity Reporting</p> <ul style="list-style-type: none"> a) A quarterly summary of non-SAROP activity LandSAR 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. 	<p>Quarterly</p>	<p>NZSAR Secretariat</p>

Table Two			
#	Initiative	Reporting Frequency and audience	Report recipient
	<p>d) LandSAR will report on participation at SAR-related meetings, forums, and events.</p> <p>e) LandSAR will report on national-level exercises, training, and meetings with relevance to the SAR Sector.</p> <p>f) LandSAR will identify and share with the NZSAR Council any 'lessons' identified as per the Lessons Framework by LandSAR because of SAROPs, training, or SAREXs on occurrence and as they are available.</p>		
5	<p>SAR Organisational Human Resource information</p> <p>a) LandSAR will provide the Volunteer Data Information, as per the agreement requirements.</p> <p>b) LandSAR will provide staff information for the NZSAR Council Annual Report.</p>	<p>Quarterly</p> <p>Annually</p>	NZSAR Secretariat
6	<p>Health, Safety and Wellbeing</p> <p>a) Reports against the Health and Safety requirements in Schedule 6.</p>	Six monthly	NZSAR Secretariat
7	<p>Resource Database Reporting</p> <p>a) LandSAR will advise the NZSAR Council in writing annually that it has met its updating obligations and audited all of the LandSAR information contained within the NZSAR Resources Database for accuracy.</p> <p>b) LandSAR (National body) will ensure the Resources Database (by Groups) is updated six monthly to ensure it is accurate and up to date.</p>	<p>Annually</p> <p>Six monthly or where significant change</p>	NZSAR Secretariat

Table Two			
#	Initiative	Reporting Frequency and audience	Report recipient
	<p>Updates for any significant change in Group capacity, capability or call out method will be provided within 30 days.</p> <p>c) LandSAR will identify a dedicated point of contact for the coordinating authorities and the NZSAR Council to engage with regarding the Resources Database.</p>	<p>within 30 days of the change</p> <p>Annually</p>	<p>Coordinating Authorities and the NZSAR Secretariat</p>
8	<p>Funded Initiatives</p> <p>LandSAR will report quarterly on all initiatives, including projects, detailed in Table One covering:</p> <p>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</p> <p>b) how:</p> <p>i) the investment is supporting the maintenance of service levels</p> <p>ii) LandSAR and the SAR Sector is deriving benefits from the investments</p> <p>c) the achievement of the NZSAR Council Goals and mitigation of the NZSAR Council Risks is being supported.</p>	<p>Quarterly</p>	<p>NZSAR Secretariat</p>
9	<p>Fundraising Investment</p> <p>a) Submission of finalised funding investment key performance indicators within four weeks of the effective date of this SLA.</p>	<p>Annually</p>	<p>NZSAR Secretariat</p>

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
	<ul style="list-style-type: none"> 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. 		
10	<p>Financial Information Report following Audit</p> <p>LandSAR will provide Financial Reports (an Annual Report or equivalent, including the audited annual financial statements) and Assurance that:</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 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) 	Annually after ratification at the AGM	NZSAR Secretariat

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
	<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> <p>i) sets out what the Police grant was applied to.</p>		
11	<p>Meetings</p> <p>a) LandSAR is expected to maintain and provide through the Annual Letter of Intent, or as soon as practicable after, the LandSAR meeting information for the year that might be of relevance to the other Parties (dates, times, durations, likely invitees).</p> <p>b) LandSAR 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
12	<p>NZSAR Award Nominations</p> <p>a) LandSAR will nominate relevant LandSAR members for the NZSAR Awards as appropriate.</p>	As required and requested	NZSAR Secretariat

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
13	<p>Local Exercises and Local meetings</p> <p>a) LandSAR 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) As part of the relationship agreement between LandSAR and the Coordinating Authorities, the Coordinating Authorities will pay LandSAR the following agreed operational payment rates:
 - i) Accommodation – to be covered by the coordinating authority as a direct operational cost.
 - ii) Equipment replacement – actual replacement cost for LandSAR and member owned equipment lost, damaged, or expended during a SAROP.
 - iii) Food – To be covered by the coordinating authority as a direct operational cost.
 - iv) Mileage – as per Police’s SAR Expense Claim Form (NFB2) for travel to and from a SAROP Incident Command Point and/or for any use during SAROP as directed by either Coordinating Authority.
 - v) 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.
- b) LandSAR and the Coordinating Authorities will review annually and agree on the operational payment rates for the year ahead and advise NZSAR of any adjustments to include in the Annual Letter of Intent.

2 Police Grants 2023/24-2024/25

- a) As part of the relationship agreement between the Coordinating Authorities and LandSAR, NZ Police will pay LandSAR an annual grant of \$155,000 as described in the table below.
- b) The NZ Police grant to LandSAR is designed to assist LandSAR 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 LandSAR 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 LandSAR Conference or North Island/South Island Representatives Meetings, thereby providing

assurance for the national partnership and across the LandSAR volunteer membership.

d) Payments will be made on receipt of an invoice from LandSAR.

Annual Payments

To	How	Amount
LandSAR NZ National Office	On invoice	\$150,000
Wanaka LandSAR ACR Team	On invoice	\$1,000
Taranaki Alpine Cliff Rescue	On invoice	\$1,000
Ruapehu Alpine Rescue Organisation	On invoice	\$1,000
LandSAR South Westland ACR Team	On invoice	\$1,000
Christchurch Alpine Cliff Rescue	On invoice	\$1,000

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 LandSAR is as detailed in the Summary Table below.

Summary Table

Initiative	2023/24 \$000s	2024/25 \$000s	Outyears \$000s
General Funding	4,270	4,370	1,978
IT and Technology	230	240	-
Prevention	339	346	100
Training	610	601	-
Volunteer Support	31	36	-
Total	\$5,480	\$5,593	\$2,078

- 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 dependant 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 LandSAR national body for SAR Services. It is not intended that payments be used for the remuneration of LandSAR volunteers, but LandSAR may choose to use a portion for reimbursements and honoraria.

- 6 LandSAR 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 LandSAR performs non-SAR functions with its people and assets. LandSAR will ensure these non-SAR functions will not be funded using funding covered by this SLA.
- 8 LandSAR also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc. LandSAR 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 LandSAR's Health and Safety Management System (HSMS).
- 4 Ensuring the wellbeing of all LandSAR staff and volunteers is a desired H&S outcome and should be a key component in LandSAR'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 LandSAR's SAR people is the responsibility of LandSAR. LandSAR is expected to offer and provide wellbeing, grief, and trauma counselling, and resilience training through the LandSAR HSMS for all LandSAR 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.

⁵ 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 LandSAR 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 LandSAR considers benefit / knowledge could be gained
 - 11.3 allowing the Coordinating Authorities at a mutually agreed time to verify any aspect of LandSAR's HSMS
 - 11.4 a biennial independent verification check of LandSAR'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 LandSAR's 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 LandSAR'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, as soon as possible after they have been notified in line with statutory reporting requirements,
 - 13.3.2 all non-notifiable injury, illnesses, or events sustained during SAR activities
 - 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 Points 2) 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 SAROPs: 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](#)

