

**New Zealand Search and Rescue Council's
Joint Service Level Agreement
with the Mountain Safety Council
for New Zealand Public
Avalanche Advisory Services
2023/24 to 2024/25**



Department of
Conservation
Te Papa Atawhai



OUTDOOR SAFETY
NEW ZEALAND MOUNTAIN
SAFETY COUNCIL

Mountain Safety Council Joint Service Level Agreement

for the provision of New Zealand Public Avalanche Advisory Services

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Parties

New Zealand Mountain Safety Council, an incorporated society established under the Incorporated Societies Act 1908 (MSC)

and

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

and

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

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

Strategic Context

- A The NZSAR Council provides search and rescue (SAR) strategic leadership and direction to the many organisations that make up New Zealand's SAR sector. The SAR sector aims to provide effective SAR services throughout New Zealand's SAR Region 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.
- B New Zealand has a high avalanche hazard that presents a significant avalanche safety risk to users of the back country resulting from a growing number of users. All first-world countries with an avalanche hazard provide public advice about current avalanche conditions. **Effective Public Avalanche Advisory Services** require the active cooperation of several organisations and relies on a network of snow professionals who understand snow conditions and are based at places to observe what is happening.
- C Most avalanche terrain in New Zealand is managed by DOC. Visitors and staff need to be aware of the hazards present on this terrain.
- D MSC is an incorporated society of government and non-government national organisations with roles related to safety for land based outdoor recreational activity.
- E MSC is a national organisation that encourages safe participation in land-based outdoor recreational activities.
- F This Joint Service Level Agreement (SLA) is intended to strengthen the relationship between MSC, DOC, and the NZSAR Council. While this document uses formal terms, all Parties understand that a sound, cooperative relationship among themselves based on mutual respect and goodwill is central to the conduct of effective Public Avalanche Advisory Services.
- G MSC is an independent contractor to the NZSAR Council and DOC.
- H The Government has chosen to invest in MSC 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.
- I To assist it achieve its goals, the NZSAR Council has agreed a set of **Funding Principles** to be applied to the use of all **Funds**. The Funding Principles outline clear expectations for the use of public resources especially where they are disbursed to a third party for use. The Funding Principles set

expectations for accountability, value for money, decision making integrity, and financial transparency. The NZSAR Council also requires the Funding Principles are applied to regular reporting and monitoring requirements.

- J The Parties enter into this SLA to set out the terms that apply to the use of the Funds. For each category of Funds arising under this SLA and detailed in Table One of Schedule 1, the initiatives relating to those categories require a plan agreed in advance with the NZSAR Council that applies sound and proportionate project management principles.

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 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) describe the funding arrangements for supporting and maintaining the capability for New Zealand to provide Public Avalanche Advisory Services
 - b) describe the funding arrangements for supporting, developing, and maintaining Public Avalanche Advisory Services and to contribute to the achievement of the **NZSAR Council Goals**, and mitigate identified **NZSAR Council Risks**
 - c) establish requirements for transparency and demonstration of value for money for the investment
 - d) set out and agree the **Services** to be provided and to ensure the Funding Principles are applied to achieve financial stewardship, collaboration, and transparency.
- 2.2 MSC will use the Funds provided to deliver the **Services** required under this SLA to:
 - a) provide efficient and effective Public Avalanche Advisory Services including avalanche information to the public and the **SAR Coordinating Authorities**
 - b) develop a two-year plan with separate annual plans to deliver Public Avalanche Advisory Services and to assist to raise public awareness of these services
 - c) apply the Funding Principles to ensure financial transparency
 - d) be clear on the delivery costs and budget of Services in the calendar year compared to the Government funded year
 - e) obtain and share requested organisational, operational, performance, financial, and safety data / information in a timely manner.

3 Relationship Management

- 3.1 The Parties agree this SLA is entered into with a view to maintain and enhance the existing harmonious and collaborative relationship to achieve the NZSAR Council's Goals.
- 3.2 The Parties will proactively engage with each other to discuss delivery and expectations and will meet at least twice year: a planning meeting before the start of the season (between March and May as part of the Annual Letter of Intent discussions – Clause 8) and a review meeting at the end of the season (between October and December).
- 3.3 Each Party will provide an appropriate representative for any engagement required under this SLA to ensure the purposes clause can be achieved.
- 3.4 All Parties have a part to play in monitoring the implementation of this SLA. DOC and the NZSAR Council have the right to conduct interviews with anyone involved in the operation, provided reasonable notice is given to MSC.

4 Services

- 4.1 MSC is an independent contractor to the NZSAR Council and DOC.
- 4.2 MSC will provide Public Avalanche Advisory Services to a standard agreed to by the NZSAR Council, DOC, and MSC.
- 4.3 Services will include providing and communicating regular public avalanche advisories for 13 alpine regions, chosen based on the highest backcountry use and risk. The alpine regions are detailed in Schedule 1.
- 4.4 MSC will meet the reporting requirements outlined in Schedule 2.
- 4.5 MSC must notify the NZSAR Council as soon as practicable where MSC becomes aware of any circumstance affecting its capacity or ability to deliver the Services.
- 4.6 Changes to the application and purpose of the funding for the Public Avalanche Advisory Services may not vary from that approved by Joint Minister's without prior written agreement.

5 Technical Assurance, Advice and Support

- 5.1 MSC will ensure that the Expert External Avalanche Advisory Panel (the Panel) will continue to operate in accordance with the agreed Terms of Reference, to provide the Parties with independent technical assurance, advice and support.

- 5.2 MSC will review the Terms of Reference for the Panel prior to the start of each season, and any changes must be approved by the NZSAR Council and DOC.
- 5.3 MSC will maintain the Panel and will meet the Panel's associated costs, which will include panel members' time, travel costs, meeting stipends, and any other appropriate costs.
- 5.4 The Panel will:
- a) Comprise a minimum of three avalanche experts acceptable to all Parties for the duration of this SLA. Each Party will nominate a person to be a member of the Panel and can nominate replacements if required.
 - b) Convene a minimum of three times annually (in person or virtually), with the purpose of:
 - i) Pre-season - providing verification that the proposed winter service is adequately organised, resourced and technically sound
 - ii) Mid-season to provide quality assurance and relevant technical advice, and
 - iii) Post season - reviewing the provision of the Public Avalanche Advisory Services over the past winter and offer suggestions for improvements.
 - c) Check and verify MSC's documented forecaster standards.
 - d) Provide advice on Public Avalanche Advisory Services content and improvements.
 - e) Provide advice on the Public Avalanche Advisory Services database content, structure, and operation.
 - f) Maintain an overview of the quality and consistency of the Services.
 - g) Provide advice on forecaster training and support.
- 5.5 The Panel may convene at other times and is also expected to share ideas, act as a forum to discuss issues and inform the MSC of relevant avalanche advisory service trends and best practice.

6 Payment

- 6.1 Subject to NZSAR Council approval of the plan submitted by MSC for the relevant initiatives, agreed payments of Funds available to MSC will be made in accordance with this SLA, including Schedule 3.

7 NZSAR Council Funding Principles and Reporting

- 7.1 MSC are responsible for ensuring the Funds are applied in accordance with the Funding Principles.
- 7.2 MSC agrees to:
- a) in addition to Clause 6.1, to ensure the Funds are applied in accordance with the specific requirements set out in the Schedules
 - b) meet the reporting and monitoring requirements for the funded initiatives as set out in the Schedules
 - c) ensure that their annual financial statements are audited by a qualified auditor. The auditor is to create a document that clearly shows how all SLA funding was used during the financial year. This document is to be provided to the NZSAR Council annually after ratification at the Annual General Meeting.
 - d) 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 as they relate to the Public Avalanche Advisory Services.

8 Annual Letter of Intent

- 8.1 The Parties will meet annually to discuss MSC's proposed pre-season plan.
- 8.2 Following the Annual Review, the NZSAR Council will issue an Annual Letter of Intent. The Annual Letter of Intent will reflect the agreed outputs from the Annual Review. The Annual Letter of Intent will:
- a) explain the NZSAR Council's intent and priorities for the use of the SLA funding for the year ahead
 - b) explain NZSAR Council priorities for MSC to utilise the Council's SLA funding for the Public Avalanche Advisory Services for the forthcoming financial year (1 July – 30 June annually)
 - c) summarise changes to initiatives agreed by the Parties throughout the year (under Clause 4) and document approved changes for the year ahead
 - d) set out new or changed information and performance information requirements
 - e) set out variations to the SLA including variations to initiative objectives, delivery, timings, and performance measures

- f) set out any clarifications or amendments to processes, procedures, expectations or required information in relation to this SLA
 - g) include other elements as required.
- 8.3 MSC is expected to provide a written response to the NZSAR Council within 10 days of receipt, which should:
- a) address the matters raised in the Annual Letter of Intent
 - b) confirm all matters agreed (including the terms of the SLA)
 - c) outline any circumstances which may impact delivery that year
 - d) detail the proposed Public Avalanche Advisory Services budget (all components) and relevant delivery plans for the year for Council consideration and agreement
 - e) confirm the intended dates of meeting for the Panel for the coming financial year
 - f) agree the dates of the annual pre-season and post-season relationship meetings with NZSAR and DOC.
- 8.4 The Parties will seek to discuss and resolve any outstanding 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 the provision of the Public Avalanche Advisory Services as described in this SLA.
- 9.2 To provide assurance that the HSWA principles are being met, MSC will:
- a) Ensure suitable / appropriate health and safety (H&S) policies are in place for the forecasters and are contained in the NZAA Operations Manual.
 - b) Inform the NZSAR Council and DOC as soon as practicable of all notifiable injury, illnesses, or events sustained while delivering the Public Avalanche Advisory Services that have been reported to WorkSafe NZ in line with statutory reporting requirements.
 - c) Inform the NZSAR Council and DOC of all H&S incidents relating to the provision of the Public Avalanche Advisory Services for the previous 12 months; this report to be considered at the post-season review meeting.

10 Failure to Perform

- 10.1 Where the NZSAR Council and DOC consider on reasonable grounds that the Public Avalanche Advisory Services has not been provided in accordance with this SLA or any reporting requirements have not been met, then the NZSAR Council and DOC will, as soon as practicable, notify MSC.
- 10.2 In accordance with Clauses 3 and 15, reasonable endeavours will be used to resolve these matters to the satisfaction of the Parties.
- 10.3 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council and / or DOC individually, still consider on reasonable grounds that the Services have not been provided in accordance with this SLA or the reporting requirements have not been met, the Parties may:
- a) require MSC to remedy the deficiency at the MSC'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 an appropriate amount from a future payment and/or terminate the agreement.

11 Termination

- 11.1 Any of the Parties 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 In the event of termination, MSC will make a refund of Funds paid or the NZSAR Council will provide a final invoice for payment by MSC, 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, the Parties agree to:
- a) share information to enhance community safety, and
 - b) supply information on request in support of MSC's reporting obligation.

- 12.3 The Parties acknowledge that the Ministry of Transport (MoT), the NZSAR Council and DOC are subject to the Official Information Act 1982 and information held by the MoT, the NZSAR Council and DOC, through this SLA, is subject to requests under the 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 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 Clause 20)
 - b) available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party, or
 - c) required to be disclosed by law.
- 12.5 The Parties must ensure that Confidential Information always remains secure and access to such information is limited to personnel who reasonably require access 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.

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, and
 - c) issues a media or social media statement or comment that includes or mentions one of the other Parties.
- 13.2 A Party's 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 of the Services.

14 Insurance and Policies

- 14.1 MSC must ensure that it has in place the appropriate insurance policies to cover risks related to the delivery of service provided under this SLA including 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, except when specific equipment is tasked that will likely result in the significant damage or destruction of the equipment.
- 14.2 MSC must also ensure it has appropriate internal policies in place governing the provision of the Public Avalanche Advisory Services – 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 to attempt to resolve any issues in relation to this SLA at the earliest opportunity through 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 continues to be 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 in by agreement 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 16.2, MSC may not transfer or assign any or all its rights or obligations under this SLA or assign any aspect of the Public Avalanche Advisory Services, unless all parties agree in writing.
- 17.2 Subject to the prior written agreement of all Parties, MSC may subcontract or assign any aspect of its reporting obligations to another party who must be suitably qualified to carry out those obligations and who must comply with all of 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 under this SLA if MSC 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 the Service provided under this SLA and this SLA.

21 Conflict of Interest

21.1 MSC warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place MSC in a conflict of interest position with respect to this SLA.

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 MSC will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by MSC in relation to this SLA.

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

Mountain Safety Council

Representative: Chief Executive Officer
Address: Level 1, Harbour City Centre
29 Brandon St
Wellington 6011
Email: mike.daisley@mountainsafety.org.nz
Phone: 027 443 7557

Department of Conservation

Representative: Deputy Director-General Biodiversity, Heritage and
Visitors
Address: 18 Manners St
Wellington 6011
Email: srowe@doc.govt.nz
Phone: 04 471 0726

24 Survival

24.1 On termination or expiry of this SLA, the 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 Winding Up

- 26.1 Should the MSC be wound up or voluntarily choose to cease providing the Public Avalanche Advisory Services service, the NZSAR Council has the first right of refusal to the MSC avalanche advisory relevant IT systems, and Intellectual Property and Partner/Contractor details. Once they are identified, MSC will provide these to the NZSAR Council and DOC within 20 working days and at no cost. This will allow the continuation of the Public Avalanche Advisory Services by another provider. The MSC will manage this process in collaboration with the NZSAR Secretariat and DOC.

27 Counterparts

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

28 Definitions

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

- 28.1 **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 other 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.

- 28.2 **Funding Principles** means the NZSAR Council Funding Principles set out in Appendix Two.
- 28.3 **Funds** means the Funds approved by Joint Ministers (Transport and Finance) for the Public Avalanche Advisory Services as set out in Schedules 1 and 3.
- 28.4 **Public Avalanche Advisory Services** means the provision of coordinated forecasts of avalanche hazards for alpine regions (as detailed in Schedule 2) including communication to the public of the hazard and risk for the purpose of avoiding avalanche incidents and fatalities.
- 28.5 **NZSAR Council Goals** means the documented goals of the NZSAR Council set out in Appendix One.
- 28.6 **NZSAR Council Risks** means identified risks identified by the NZSAR Council and their treatments set out in Appendix Two.
- 28.7 **NZAA** means the New Zealand Avalanche Advisory that provides Public Avalanche Advisory Services for New Zealand.
- 28.8 **SAR Coordinating Authorities** means Maritime New Zealand and the New Zealand Police.
- 28.9 **Services** means the services as set out in the Schedules.

Execution

Executed as an agreement.

Date: 2023

Signed by Chief Executive Officer of the **Mountain Safety Council**

Chief Executive Officer/Authorised signatory

In the presence of:

Witness signature

Witness name: *Nathan Watson*

Occupation: *Operations Manager*

Address: *29 Brandon street, Wellington*

Signed by the Director-General of the **Department of Conservation**

Director-General/Authorised signatory

In the presence of:

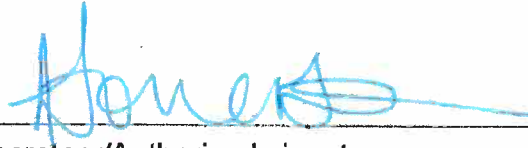
Witness signature

Witness name: *SANDRA GRIFFITHS*

Occupation: *E.A.*

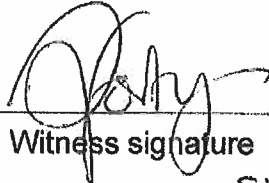
Address: *CP1 - Doe Wgtn*

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

Schedule 1: Initiatives Funded

Funding

All Parties are responsible for and have a part to play in the success of the SLA and its ongoing management. The funding (and funding from any other sources) is intended to deliver the Public Avalanche Advisory Services and is listed in Table One.

TABLE ONE

#	Initiative	Specific Context
1	Public Avalanche Advisory Services	<p><u>Funding:</u> \$852,000 for 2023/24-2024/25, split into \$419,000 for 2023/24: \$433,000 for 2024/25. Outyears at \$326,000.</p> <p><u>Purpose:</u> To provide Public Avalanche Advisory Services (avalanche assessments online via www.avalanche.net.nz) for 13 alpine regions, and to provide avalanche safety information to the public, communicated via regular electronic communication, social media outlets and mass media releases as appropriate.</p> <p><u>NZSAR Requirements:</u></p> <ul style="list-style-type: none"> • MSC is to develop a two-year project plan for agreement in advance by the NZSAR Secretariat and DOC that includes a proposed budget. This is to be supported by a detailed pre-season plan for each season, with proposed budget, as detailed in Schedule 2 below. • MSC will agree with the other Parties a plan to appropriately action the NZAA Systems Review by James Floyer.

TABLE ONE

#	Initiative	Specific Context
		<ul style="list-style-type: none"> • Annually, this will also include at least two Relationship Meetings, between March and May each year before the season and in December each year for review after the season. The Advisory service is expected to include: <ul style="list-style-type: none"> ○ coordinated regular assessments of avalanche hazards and provision of avalanche risk and danger ratings (excluding ski areas when ski areas are operating, where responsibility rests with the ski area management) with maps of the regions available on the website ○ regular updates throughout the forecasting season when the avalanche danger rating changes significantly enough to warrant issuing a new advisory. Updated advisories are posted every 24-48 hours, or when required. <p><u>MSC Reporting:</u> As required, MSC will:</p> <ul style="list-style-type: none"> • share any MSC 'insights' with the NZSAR Secretariat and DOC. These insights may be gained because of avalanche incidents, Coronial reports, information gained through partners, or the results of measuring MSC messaging impacts. The insights will be shared on occurrence, and as they are available • advise of any MSC known avalanche incident or near miss, that results in a fatality or injury, to the NZSAR Secretariat and DOC as soon as practicable after it comes to the knowledge of MSC. MSC is to inform the NZSAR Secretariat and DOC on the details of any investigation that may take place relating to the incident. • provide Pre-Season, Mid-Season and Post-Season reports as detailed in Schedule 2 coverage. • provide reports covering the quarters ending 31 March and 30 June showing the progress against agreed plans including the achievement of indicators and actual expenditure against budget and for the year end report, how the NZSAR Council Goals are being contributed to and the NZSAR Council Risks being mitigated by the initiative.

Schedule 2: Reporting, Tracking, and Timing

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

MSC will provide reports to the NZSAR Council as per Schedule 1 and Schedule 2, as required, for monitoring and performance measurement purposes.

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
1	<p>Reply to the Annual Letter of Intent</p> <p>a) Coverage as detailed in Clause 8 of this SLA.</p>	10 working days after receipt	NZSAR Council
2	<p>Pre-Season Plan</p> <p>The Plan for agreement with the NZSAR Council and DOC through the pre-season relationship meeting, should include:</p> <p>a) confirmation that the Public Avalanche Advisory Services as detailed in Schedule 1 can be delivered.</p> <p>b) Proposed start and end dates for each of the 13 regions (as this is due to snowfall, only proposed dates can be provided)</p> <p>i) Tongariro</p> <p>ii) Taranaki</p> <p>iii) Nelson Lakes</p> <p>iv) Arthur's Pass</p> <p>v) Craigieburn Range</p>	By 31 May annually	All Parties

Table Two

# Initiative	Reporting Frequency and Audience	Report Recipient
<ul style="list-style-type: none"> vi) Mt Hutt vii) Two Thumbs viii) Aoraki / Mt Cook ix) Ohau x) Wanaka xi) Aspiring xii) Queenstown xiii) Fiordland. 	<ul style="list-style-type: none"> c) Budget plan. d) Any known or perceived significant risks, relevant to the forth-coming season, that may impact the delivery of all/part of the service. e) Any known changes in the number or location of any NZAA field signage. f) Confirmation of annual forecaster training to be held including a summary of the key topics/outcomes to be covered (as training occurs in June, we cannot confirm it has occurred, but we can confirm it is scheduled). g) Confirmation the External Advisory Panel has met pre-season (or is scheduled to meet). h) Any other updates MSC feels is relevant to the provision of the service. i) <u>Verification</u>: The Technical Advisory Panel will meet pre-season and provide a view to all parties on the preparation undertaken. 	

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
3	<p>Mid-Season Report</p> <p>A mid-season report prepared for the NZSAR Council and DOC that includes:</p> <ul style="list-style-type: none"> a) Confirmed season start dates for each of the 13 regions. b) Budget plan including any actual expenditure against budget. c) Any known or perceived significant risks, relevant to the forth-coming season, that may impact the delivery of all/part of the service (<i>anything identified pre-season would include an update</i>) d) Any known changes in the number or location of any NZ Avalanche Advisory field signage. e) Confirmation of annual forecaster training completion. f) Confirmation the External Advisory Panel has met pre-season and has/will meet mid-season. g) Avalanche.net.nz website metrics: <ul style="list-style-type: none"> i) total users by month since the start of the year ii) total users of each forecast since the start of the year iii) total views of each forecast since the start of the year iv) total views per user since the start of the year v) user acquisition source since the start of the year vi) average engagement time per forecast. 	<p>First week of September, for the period ending 31 August annually</p>	<p>All Parties</p>

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
	<p>h) Social media metrics for Facebook (MSC/Alpine) and Instagram (NZAA):</p> <ul style="list-style-type: none"> i) reach – total reach per month since the start of the year ii) growth – total growth per month since the start of the year. <p>i) Summary of public avalanche advisory media inclusions per month (with links where possible).</p> <p>j) Summary of any human-involved recreational avalanche incidents per month (Note: DOC and NZSAR must also inform MSC of any reported/known avalanche incidents).</p> <p>k) Summary of the number of avalanche advisories published per month by region.</p> <p>l) Summary of the number and type of public observations received.</p> <p>m) Any other updates MSC feels is relevant to the provision of the service.</p> <p>n) <u>Verification</u>: The Technical Advisory Panel will meet mid-season and provide an view to all Parties on how the season is progressing.</p>		
4	<p>Post-Season Review Report</p> <p>A post-season report for the NZSAR Council and DOC, to be discussed at the post-season relationship meeting, including:</p> <ul style="list-style-type: none"> a) Confirmed season start and end dates for each of the 13 regions. b) Budget plan including any actual expenditure against budget. 	<p>At the end of the season annually (end of second week of December covering the full forecasting period to 30 November)</p>	<p>All parties</p>

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
	<p>c) Any known changes in the number or location of any NZ Avalanche Advisory field signage.</p> <p>d) Any known or perceived significant risks, relevant to the 'off-season' or looking ahead to the following season, that may impact the delivery of all/part of the service with anything identified pre/mid-season being updated.</p> <p>e) Any health and safety incidents involving public avalanche advisory service personal relevant to the delivery of the service.</p> <p>f) Confirmation the External Advisory Panel has met pre-season, has met mid-season, and has/will meet end of season.</p> <p>g) avalanche.net.nz website metrics:</p> <ul style="list-style-type: none"> i) total users by month since the start of the year ii) total users of each forecast since the start of the year iii) total views of each forecast since the start of the year iv) total views per user since the start of the year v) user acquisition source since the start of the year vi) average engagement time per forecast. <p>h) Social media metrics for Facebook (MSC/Alpine) and Instagram (NZAA):</p> <ul style="list-style-type: none"> i) reach – total reach per month since the start of the year ii) growth – total growth per month since the start of the year. 		

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
	<p>i) Summary of Public Avalanche Advisory Services media inclusions per month (with links where possible).</p> <p>j) Summary of any human-involved recreational avalanche incidents per month (Note: DOC and NZSAR must also inform MSC of any reported/known avalanche incidents).</p> <p>k) Summary of the number of avalanche advisories published per month by region.</p> <p>l) Summary of the number and type public observations received.</p> <p>m) Summary of the Public Avalanche Advisory Services promotion and key communications/marketing delivered.</p> <p>n) Any other updates MSC feels is relevant to the provision of the Service including key learnings for the parties to discuss.</p>		
5	<p>Funded Initiative Quarterly reports against the initiative funded in Schedule 2 as detailed in Table One.</p>	<p>Quarters ending 31 March and 30 June.</p>	<p>NZSAR Secretariat</p>
6	<p>Financial Information Report following Audit a) An Annual Report or equivalent, including the audited annual financial statements: i) an independently audited summary of how the Crown Funds were applied during the financial year, and how this compares to the Annual Letter of</p>	<p>Annually after ratification at the AGM</p>	<p>NZSAR Secretariat</p>

Table Two

#	Initiative	Reporting Frequency and Audience	Report Recipient
	<p>Intent for the year (this may be a note to the audited annual financial statements or may be a separate summary).</p> <p>ii) certification by the independent auditor that MSC satisfactorily applied and complied with its written financial management procedures and all requirements of the Incorporated Societies Act 1908 / Charities New Zealand requirements.</p> <p>iii) annual income summary that lists all income sources that contribute to the Public Avalanche Advisory Services and its component parts.</p>		
7	<p>Meetings</p> <p>a) MSC is expected to maintain and provide through the Annual Letter of Intent, or as soon as practicable after, the MSC meeting information for the year that might be of relevance to the other Parties (dates, times, durations, likely invitees).</p> <p>b) All SAR-sector partners are expected to attend NZSAR Consultative Council meetings (the NZSAR Secretariat will provide dates for all sector partners and sector partners will ensure any conflicts are managed).</p> <p>c) MSC will encourage the Parties to this SLA and SAR-sector partners to attend its Annual General Meeting (AGM).</p>	As required	DOC and the NZSAR Secretariat
8	<p>NZSAR Award Nominations</p> <p>a) MSC will nominate relevant MSC members for the NZSAR Awards as appropriate.</p>	As required and requested	NZSAR Secretariat

Schedule 3: Payments

- 1 It is intended that MSC will be able to provide a predictable level of Public Avalanche Advisory Services for the NZSAR Council and DOC in line with a largely predictable income stream. It will also assist with the adequate maintenance and planned depreciation of expensive avalanche forecasting assets.
- 2 Payments will be made by the NZSAR Council, through the Secretary for Transport, to the MSC for the Services in the Schedules
- 3 MSC acknowledges that the Funding Principles apply and expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.
- 4 It is acknowledged that MSC performs non-avalanche advisory services with its people and assets. MSC will ensure these functions will not be funded using funding covered by this SLA.
- 5 MSC also receives funding from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc. MSC will ensure it will not apply any funding under this SLA to matters being funded through other sources.
- 6 Payments for each financial year will be in four quarterly payments (at the beginning of July, October, January, and April) as detailed in the Annual Letter of Intent to meet organisational requirements unless otherwise agreed by the Parties in writing.

Summary Table

Initiative	2023/24 \$000s	2024/25 \$000s	Outyears \$000s
General funding	\$419	\$433	\$326

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](#)

