

**MEMORANDUM OF UNDERSTANDING 2020-2023**

**DEPARTMENT OF CONSERVATION**

**NEW ZEALAND SEARCH AND RESCUE**



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



## MEMORANDUM OF UNDERSTANDING

### A. PARTIES

1. **THE DEPARTMENT OF CONSERVATION (“DOC”)** established under the Conservation Act 1987 (Amended by the Conservation Amendment Act 2013).

And

2. **THE SECRETARY FOR TRANSPORT** (for and on behalf of the **New Zealand Search and Rescue Council**) (‘NZSAR Council’).

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

### B. STRATEGIC CONTEXT

1. The NZSAR Council provides national strategic governance and leadership to New Zealand’s search and rescue sector.
2. DOC SAR services include all land-based SAR operations in the Aoraki / Mt Cook National Park and surrounds. This high alpine SAR response is provided on behalf of the Coordinating Authorities.
3. Police are responsible for coordinating Category I Search and Rescue Operations (SAROPs). Maritime NZs Rescue Coordination Centre New Zealand (RCCNZ) are responsible for coordinating Category II SAROPs
4. The provision of DOC SAR services are funded through Vote Conservation.
5. DOC receives additional investment<sup>1</sup> outlined in this MOU approved by the Ministers of Finance, Conservation and Transport to improve SAR outcomes. The investment is monitored by the NZSAR Secretariat on behalf of the NZSAR Council and Ministry of Transport (MoT).
6. DOC is a member of the NZSAR Council
7. This Memorandum of Understanding (“**MOU**”) sets out the principles that apply and the intention of the Parties in respect of the use of the investment described in this MOU.

### C. TERMS

#### 1. Term

- 1.1 This MOU commences on 1 July 2020 for a period of three years and terminates on 30 June 2023 unless terminated earlier in accordance with clause 10.

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

1.2 This MOU may be extended on the same terms by written agreement for a further term to be agreed or until a new memorandum of understanding is executed.

## **2. Purpose**

2.1 The purpose of this MOU is to:

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

## **3. Relationship management**

- 3.1 The Parties agree this MOU is entered into with a focus on maintaining and enhancing the professional relationship to achieve the NZSAR Council's Goals and mitigate its risks.
- 3.2 The Parties agree to work collaboratively and co-operatively to achieve the NZSAR Council's Goals and apply the NZSAR Council Funding Principles.
- 3.3 The Parties recognise that this MOU is a living document and will proactively engage with each other in an open, honest and timely manner to discuss delivery and expectations, especially where deliverables may require Contingent Approval.
- 3.4 The Parties agree to meet twice a year to discuss the progress of the funded initiatives, including one meeting prior to the development of the Annual Letter (see paragraph 7).

## **4. Delivery**

- 4.1 The investment described in this MoU will be used by the DOC to provide the following deliverables:
  - 4.1.1 To ensure the Aoraki SAR response team is optimised to maintain peak performance. Enhance the current Aoraki SAR Response Team (ASAR) team specialist skills and equipment, increase the extent of full-time team coverage to enable more SAR prevention work, and support the ASAR team to provide training and support for volunteer Alpine Cliff Rescue teams across New Zealand.
  - 4.1.2 Establish on a three-year trial basis, the Land Safety Forum and a Land Safety Forum coordinator.
  - 4.1.3 Develop an agreed cross-sector strategic plan for the Land Safety Forum with a view to reducing SAR incidents and improving SAR outcomes for incidents in the recreational land environment
- 4.2 Schedule 1 outlines the delivery of the items in 4.1.
- 4.3 DOC will provide deliverables in 4.1 in accordance with best practice aligned with the NZSAR Council Funding Principles.

- 4.4 DOC must notify the NZSAR Council as soon as practicable where DOC become aware of any circumstance affecting its capacity or ability to provide or contribute to, the deliverables.
- 4.5 DOC will develop the scope, definition and performance measures for the Vote Conservation Estimates of Appropriation, for annual agreement with the MoT. DOC will report against these measures and provide the MoT and NZSAR with the reported information.

## **5. Investment**

- 5.1 Once this MoU is agreed, the Ministers of Finance, Transport and Conservation will be asked to agree to a Permanent Legislative Authority (PLA) to effect a new appropriation as part of Vote Conservation for three years. The PLA will be described as follows:

*Search and Rescue Activities PLA*

*This appropriation is limited to search and rescue activities and services as authorised under section 9(1) of the Land Transport Management Act 2003.*

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

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

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

## **7. Annual Letter of Agreement**

- 7.1 In April/May each year the parties will meet and review the progress of the funded initiatives. The outputs from this meeting will assist to inform the Annual Letter of Agreement (the Annual Letter).
- 7.2 Each year during the 3-year term of this MOU and within 8 weeks prior to 1 July each year, the NZSAR Council will send the Annual Letter of Agreement to DOC setting out:
  - a. Any agreed changes to NZSAR or DOC priorities for DOC to utilise the MoU funding
  - b. Any agreed variations to the MoU

c. Any agreed clarifications or amendments to this MOU.

7.3 DOC is asked to consider the Annual Letter and reply within 3 weeks with a written response to the NZSAR Council in respect of those matters. The parties may agree to meet again to discuss and resolve any matters in accordance with clause 3.

## **8. Health and Safety**

8.1 The Parties acknowledge that the Health and Safety at Work Act 2015 applies to all work and activities (including SAR activities) and each party will comply with their health and safety obligations under the Act

## **9. Failure to perform**

9.1 Where the NZSAR Council considers on reasonable grounds that the SAR delivery in clause 4 and Schedule 1 and 2 have not been provided in accordance with this MOU or the reporting requirements have not been met, the NZSAR Council will as soon as practicable, notify DOC.

9.2 In accordance with the principles set out in clause 3, the Parties will use reasonable endeavours to resolve these matters to the satisfaction of both Parties.

9.3 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council still considers on reasonable grounds that either the SAR delivery has not been provided in accordance with this MOU or the reporting requirements have not been met, the NZSAR Council may require DOC to remedy the deficiency at the DOC's cost.

## **10. Termination**

10.1 Either Party may terminate this agreement on giving twelve months' notice in writing to the other Party.

10.2 In the event of termination, DOC will make appropriate arrangements with MoT regarding any unspent monies.

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

11.1 The Parties will comply with their obligations in collecting, storing, accessing, disclosing, protecting and maintaining any information that could identify an individual ("**Personal Information**") in accordance with the Privacy Act 1993.

11.2 Subject to any applicable law, the Parties agree to:

- a) Share information in order to enhance community safety
- b) Supply information on request in support of the DOC's reporting obligations.

11.3 The Parties acknowledge that the Official Information Act 1982 applies and the parties may be required to release information about this MOU, the delivery and the Parties' relationship. Each Party agrees to promptly advise the other Party

of any request received under the Official Information Act 1982, prior to any disclosure being made under that request.

- 11.4 Any information provided by one Party to the other Party (including to their employees, volunteers, or agents) in relation to the performance of this MOU and the provision of the delivery, must be treated as confidential information and must not be disclosed unless required by law or with the other Party's prior written approval, unless such information is:
- a) At the time it was disclosed, generally available to, and known by, the public (other than as a result of a breach of this clause 9);
  - b) Was available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party; or
  - c) Required to be disclosed by law.
- 11.5 The Parties must ensure that Confidential Information remains secure at all times and access to such information is limited to personnel who reasonably require access in the performance of this MOU and the provision of the delivery. The Parties must ensure that personnel who are provided access to Confidential Information are aware of and adhere to, the confidentiality obligations of this MOU.

## **12. Media**

- 12.1 The Parties agree to advise the other Party:
- a) If it becomes aware of any issue relating to this MOU that has or may have media or public interest
  - b) As soon as possible if it issues to the media or any member of the public any oral or written statement about this MOU.
- 12.3 Parties' media and social media engagement should not cause reputational or organisational harm to any Party.
- 12.4 All parties' communications should, where appropriate, note the contribution the Parties all make towards the successful delivery of SAR outcomes.

## **13. Variations**

- 13.1 Subject to clauses 13.2, 13.3, and 13.4, this MOU may only be varied in writing between the Parties.
- 13.2 This MOU is to be read subject to any Cabinet Directives or changes in law.
- 13.3 Where the Parties become aware of any changes to Government policy or decisions affecting the Purpose of this MOU, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this MOU where necessary.
- 13.4 Parties may at any time, vary the terms of this MOU to give effect to the instructions of the Minister(s) of the Crown.

## 14. Legal Effect

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

## 15. Representatives

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

### **NZSAR Council**

NZSAR Secretariat Manager for, and on behalf of, the NZSAR Council  
Duncan Ferner: d.ferner@nzsar.govt.nz

### **The Department of Conservation**

Title: Lou Sanson/Meryl Jupp  
Address: Conservation House Head Office  
18 Manners St  
Wellington City  
Wellington 6011  
Facsimile: 04 471 1117  
Telephone: 04 471 0726

Meryl Jupp: mjupp@doc.govt.nz

## 16. Counterparts

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

## D. DEFINITIONS

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

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

17.2 **Conditions** means the requirements which must be satisfied in respect of any Reporting and Contingency Funding and may include requirements relating to how the funds will be applied, the deliverables and itemised costs, the value being provided, how this relates to the NZSAR Council's Goals, and how the value will be measured and reported.

17.3 **Contingent** means investment that is contingent on Ministry of Transport agreement.

17.4 **NZSAR Council Goals** means the 4 key goals set out in the NZSAR Council's Strategic Plan 2017-2020.

17.5 **Police Manual** means the manual published on the NZSAR.govt.nz website from time to time in respect of the role of the Police in the SAR operational framework.

17.6 **SAR** means search and rescue.

17.7 **SAR operations and Search and Rescue Services** means the performance of distress monitoring, communication, coordination, and search and rescue functions, including provision of medical advice, initial medical assistance, or medical evacuation, through the use of public and private resources, including cooperating aircraft, vessels, and other craft and installations.

17.8 **Land Safety** means the safe and SAR free conduct of recreational activities in the land environment where SAR may be required.

## E. EXECUTION

Signed by **THE SECRETARY FOR TRANSPORT** (representing the New Zealand Search and Rescue Council):

P. Marin

Secretary/Authorised Signatory

In the presence of:

Pony

Witness Signature

Sharyn Forty

Witness Name

Executive Assistant

Occupation

3 Queens Wharf, Wellington

Address

Signed by **DEPARTMENT OF CONSERVATION**:

John A.

Director-General

In the presence of:

Alex Hardy

Witness Signature

Alex Hardy

Witness Name

Senior Advisor

Occupation

18-32 Manners Street, Te Aro, Wellington

Address



## **SCHEDULE 1**

### **Deliverables, Reporting and Monitoring**

#### **1. Context**

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

#### **2. Delivery and Implementation**

- i. The DOC Deliverables through this MoU as per Clause 4 are:
  - a) To ensure the Aoraki SAR response team is optimised to maintain peak performance. Enhance the current Aoraki SAR Response Team (ASAR) team specialist skills and equipment, increase the extent of full-time team coverage to enable more SAR prevention work, and support the ASAR team to provide training and support for volunteer Alpine Cliff Rescue teams across New Zealand.
  - b) Establish on a three-year trial basis, a Land safety Forum and a Land Safety Forum coordinator to support and enable the forum.
  - c) Develop an agreed cross-sector strategic plan for the Land Safety Forum with a view to reducing SAR incidents and improving SAR outcomes for incidents in the recreational land environment.
  - d) Estimates of Appropriation: DOC will develop the scope, definition and performance measures for the Vote Conservation Estimates of Appropriation, for annual agreement with the MoT. DOC will report against these measures and provide the MoT and NZSAR with the reported information.
- ii. Vote Administration  
Monthly appropriation reporting drawdown totals are required by Waka Kotahi (New Zealand Transport Agency). Ministry of Transport Finance and DOC Finance will engage to coordinate the requirements.

Implementation of the deliverables is DOCs responsibility and to be in agreement with NZSAR.

## INITIATIVES

#	Initiative	Initiative Context
1	Aoraki SAR Resource Optimisation	<p><u>Funding:</u> Up To \$300,000 for 2020/21-2022/23. \$68,000 for 2020/21; \$66,000 for 2021/22; \$166,000 for 2022/23. Outyears at \$66,000.</p> <p><u>Purpose:</u> To ensure the Aoraki SAR response team is optimised to maintain peak performance. Enhance the current Aoraki SAR Response Team (ASAR) team specialist skills and equipment, increase the extent of full-time team coverage to enable more SAR prevention work, and support the ASAR team to provide training and support for volunteer Alpine Cliff Rescue teams across New Zealand</p> <p><u>NZSAR – DOC Joint expectations:</u></p> <ul style="list-style-type: none"> <li>• DOC and NZSAR will agree a three-delivery plan and budget. Agreed annual deliverables and associated proposed annual budget(s) will be discussed and agreed as part of the Annual Letter process. Variations if required may occur through the Annual Letter of Agreement process.</li> <li>• The three-year plan and the corresponding annual deliverables will identify the key risks to be managed and what success mitigating these are defined as</li> </ul> <p>DOC and NZSAR will discuss six monthly the:</p> <ul style="list-style-type: none"> <li>• progress of the initiative and to agree any delivery changes that may be required.</li> <li>• lessons and learnings from implementing the initiative, including those the wider SAR sector can learn from.</li> </ul> <p><u>DOC Reporting to NZSAR:</u></p> <p>A six month and twelve-month report that sets out progress against the agreed plan and agreed deliverables, specifically:</p> <ul style="list-style-type: none"> <li>• Proposed budget for NZSAR agreement in advance and forecast of annual spend.</li> <li>• Qualitative and quantitative progress: against budget, the agreed deliverables and expectations.</li> <li>• Annually, the performance measures to be included in any appropriation reporting</li> <li>• Annually, the NZSAR goals being achieved and NZSAR risks being managed or contributed to.</li> <li>• How Health and Safety Obligations have been met, and any Health and Safety incidents/instances that NZP has managed, and which NZSAR and the SAR sector can learn from.</li> <li>• Lessons for learning by the wider SAR sector</li> </ul>

#	Initiative	Initiative Context
2	Establishment of the Land Safety Forum	<p><u>Funding:</u> Up to \$200,000 for 2020/21 only.</p> <p><u>Purpose A:</u> Development of a cross-sector Land Safety Forum Strategic Plan. This plan will detail the establishment, structure, membership, operation, goals and outcomes for the New Zealand Land Safety Forum and its supporting subgroups. It may also include guidance for the operation of the forum.</p> <p><u>NZSAR – DOC Joint expectations</u></p> <ul style="list-style-type: none"> <li>• DOC and NZSAR will agree the Strategic Plan development Terms of Reference and initial stakeholder list.</li> <li>• DOC and NZSAR will agree the Strategic Plan development process and delivery mechanism.</li> <li>• If one is required, DOC and NZSAR will agree the selection of the external consultant tasked to develop the strategy</li> <li>• The Strategic Plan is expected to: <ul style="list-style-type: none"> <li>○ Outline a multiyear New Zealand Land Safety Sector Strategy</li> <li>○ Detail the governance and operation of the 'Land Safety Forum'</li> <li>○ Identify parties relevant for inclusion as part of the New Zealand Land Safety forum</li> <li>○ Identify and include common sector goals for achievement</li> <li>○ Model the Land Safety Forum on the Maritime NZ led 'Safer Boating Forum'. Aspects of the 'Safer Boating Forum' strategy and approach may be extrapolated to the Land Safety Forum'</li> <li>○ Include a separate communications and data/information and research land safety strategies and initial,</li> <li>○ Collective Work Plans and Position Statements</li> <li>○ The inclusion of water activities associated with land based activities not picked up by the Safer Boating Forum, such as swimming in waterfall pools and river crossings</li> <li>○ How greater cooperation and interaction between all of those involved in the sector should/could occur, including how to better reduce SAROPs than individual parts working alone or with one or two</li> </ul> </li> </ul>

#	Initiative	Initiative Context
		<p>others can achieve</p> <ul style="list-style-type: none"> <li>○ How to build closer partnerships with Maori , as Iwi need to be included in the Cross-Sector Forum</li> <li>○ Measures to evaluate the effectiveness of the strategy.</li> <li>○ The NZSAR goals being achieved and the NZSAR risks being managed or contributed to from this initiative.</li> </ul> <p><u>DOC Reporting to NZSAR</u></p> <ul style="list-style-type: none"> <li>● Monthly: Progress of the development of the strategic plan</li> <li>● 6 monthly for overall progress.</li> </ul> <hr/> <p><u>Funding:</u> Up to \$787,000 for 2020/21-2022/23 only. Split into \$197,000 for 2020/21; \$293,000 for 2021/22; \$297,000 for 2022/23.</p> <p><u>Purpose B:</u> To reduce SAR incidents through greater coordination and integration of preventative initiatives</p> <p><u>Activity One:</u> To establish and lead a Land Safety Forum.</p> <p><u>Activity Two:</u> Engage a full-time Land Safety Forum Coordinator to establish the forum, lead the strategy developments and coordinate the forum and any sub-groups.</p> <p><u>NZSAR – DOC Joint expectations:</u></p> <ul style="list-style-type: none"> <li>● The Land Safety Forum’s membership, goals and operation will be guided by the Land Safety Sector Strategy. Until this strategy is developed and accepted, an interim, establishment TOR is to be developed for mutual agreement between the parties.</li> <li>● DOC and NZSAR to agree on the coordinator position description. NZSAR is to have one representative on the interview panel.</li> <li>● The coordinator will be employed by DOC, comply with DOC internal policies but positions goals will be oriented towards leading and implementing Land Safety Strategy workstreams.</li> <li>● The Forum and Coordinator will implement the cross-sector Strategic Plan recommendations.</li> </ul>

#	Initiative	Initiative Context
		<ul style="list-style-type: none"> <li>• The Forum would coordinate land-based accident prevention strategies and initiatives to achieve its strategic goals.</li> <li>• The forum will have no power to direct any of its member organisations other than by mutual agreement.</li> <li>• The Forum would seek to facilitate safer experiences by recreational land users.</li> <li>• The Annual Letter of Intent will set out any amended delivery and deliverables and forecast of annual spend.</li> <li>• Parties will agree on appropriate measures and indicators for the Forum.</li> <li>• A report is to be prepared for the Parties by October 2022 outlining the impact and effectiveness of the strategy, forum and coordinator and making recommendations on if it should continue.</li> </ul> <p><u>DOC Reporting to NZSAR</u></p> <p>Quarterly:</p> <ul style="list-style-type: none"> <li>• Progress being made to implement and then operate the Forum, including any issues that DOC and NZSAR need to consult and agree on.</li> </ul> <p>6 Monthly</p> <ul style="list-style-type: none"> <li>• The NZSAR risks being managed or contributed to from this initiative</li> </ul> <p>Annually:</p> <ul style="list-style-type: none"> <li>• The NZSAR goals being achieved.</li> </ul>

## SCHEDULE 2

### Investment

The Investment will be executed via a PLA via Sect 9(1) of the Land Transport Management Act (2003) and allocated to Vote Conservation from Vote Transport. Its components, including out year funding, are:

#	Item	2020/21 \$000s	2021/22 \$000s	2022/23 \$000s	Outyears \$000s
1	Aoraki SAR response team optimisation	68	66	166	66
2	Cross-sector Strategic Plan	200			
3	Establish and operate a Land Safety Forum	197	293	297	
Total		465	359	463	66

## APPENDIX ONE: NZSAR GOALS

Strategic Plan: [Link](#)

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

## APPENDIX TWO: NZSAR FUNDING PRINCIPLES

Document Link: Here - [Link](#)

## APPENDIX THREE: NZSAR RISK MATRIX

The NZSAR Risk Matrix can be found through here: [Link](#)

## APPENDIX FOUR: USEFUL LINKS

1. Treasury <https://treasury.govt.nz/>
2. Office of the Auditor General <https://oag.parliament.nz/>
3. NZSAR <https://nzsar.govt.nz/>
4. Department of Conservation: <https://www.DOC.govt.nz/>

