

**JOINT SERVICE LEVEL AGREEMENT WITH
MOUNTAIN SAFETY COUNCIL FOR THE PROVISION
OF THE NEW ZEALAND AVALANCHE ADVISORY**



**Department of
Conservation**
Te Papa Atawhai



OUTDOOR SAFETY
NEW ZEALAND MOUNTAIN
SAFETY COUNCIL

**NEW ZEALAND
SEARCH
AND
RESCUE**

Rapu Whakarauora Aotearoa

MOUNTAIN SAFETY COUNCIL JOINT SERVICE LEVEL AGREEMENT

for the provision of the New Zealand Avalanche Advisory

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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 (represented by 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 SAR-specific strategic leadership and direction to the many organisations that make up New Zealand's Search and Rescue (SAR) sector. The SAR sector aims to provide effective search and rescue 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 and presents a significant avalanche safety risk to users of the back country as a result of a growing numbers of users. All first-world countries with an avalanche hazard provide public advice about current avalanche conditions. An effective avalanche hazard advisory requires the active cooperation of a number of organisations and relies on a network of snow professionals who have an understanding of snow conditions and are based at places to observe what is happening.
- C. Most avalanche terrain in New Zealand is managed by the Department of Conservation. 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 the Mountain Safety Council, the Department of Conservation, 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 avalanche hazard advisory operations.
- 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). This investment has increased significantly for the 2020-2023 SLA period. In line with the increased investment, this SLA includes increased requirements for transparency, and demonstration of value for the investment.
- H 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 Principles outline clear expectations for the use of public resources especially where they are disbursed to a third party for use. The Principles set expectations for accountability, value for money, decision making integrity, and financial transparency. The NZSAR Council also requires the Principles to be applied to the regular reporting and monitoring requirements.

- I 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 2020 for a period of three years and terminates on 30 June 2023 unless terminated earlier in accordance with Section 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 avalanche hazard advisory capability for New Zealand, in order to provide public Avalanche Hazard Advisory and avalanche public information services
- b) describe the funding arrangements for supporting, developing and maintaining avalanche hazard advisory capability and to contribute to the achievement of the NZSAR Council Goals, and mitigate identified NZSAR Risks;
- c) 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 funding provided to:

- a) provide an efficient and effective Avalanche Hazard Advisory and avalanche information to the public and the SAR Coordinating Authorities;
- b) develop a three-year plan with separate annual plans to deliver Avalanche Hazard Advisory and to assist to raise public awareness of the Avalanche Hazard Advisory;
- c) apply the Funding Principles to ensure financial transparency
- d) be clear on the Avalanche Hazard Advisory delivery costs and budget for the 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 MSC agrees to provide performance and financial reporting information.
- 3.3 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 (April / May) and a review meeting at the end of the season (October / November).
- 3.4 Each party will provide an appropriate representative for any engagement required under this SLA to ensure the Purposes section can be achieved.
- 3.5 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 will provide the services set out in Schedule 1 and 2 to a standard agreed to by the NZSAR Secretariat, DOC, and MSC.
- 4.2 Avalanche advisory services includes the provision of daily public avalanche hazard assessments for 12 alpine regions, chosen on the basis of highest backcountry use and risk. The alpine regions are detailed in Schedule 1.
- 4.3 MSC will meet the reporting requirements outlined in Schedule 2.
- 4.4 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 avalanche advisory services.
- 4.5 Changes to the application and purpose of the funding for the Avalanche Advisory may not vary from that approved by Joint Minister's without prior written agreement.

5. TECHNICAL ASSURANCE, ADVICE AND SUPPORT

- 5.1 An Expert External Avalanche Advisory Panel (**the Panel**) will be established to provide the parties with independent technical assurance, advice and support will be maintained.
- 5.2 MSC, COD and NZSAR will draft the Terms of Reference which must be approved by the NZSAR Council.

- 5.3 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.
- 5.4 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.
- 5.5 The Panel will:
 - 5.5.1 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.
 - 5.5.2 Convene a minimum of three times annually (in person or virtually), with the purpose of:
 - 5.5.2.1 Pre-season - providing verification that the proposed winter service is adequately organised, resourced and technically sound;
 - 5.5.2.2 Mid-season to provide quality assurance and relevant technical advice; and
 - 5.5.2.3 Post season - reviewing the provision of the avalanche advisory over the past winter and offer suggestions for improvements.
 - 5.5.3 Check and verify MSC's documented forecaster standards.
 - 5.5.4 Provide advice on www.avalanche.net.nz content and improvements.
 - 5.5.5 Provide advice on the avalanche advisory database content, structure and operation.
 - 5.5.6 Maintain an overview of the quality and consistency of forecasts.
 - 5.5.7 Provide advice on forecaster training and support.
- 5.6 The Panel may convene at other times and is also expected to share ideas, act as forum to discuss issues and inform the MSC of relevant avalanche advisory trends and best practice.

6. PAYMENT

- 6.1 The Funds available to MSC are set out in, and payments 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 Section 6.1, 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 on an agreed date annually.
- 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 avalanche advisory.

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 (Annual Letter). The Annual Letter 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 Avalanche Hazard Advisory the forthcoming financial year (1 July – 30 June annually);
 - c) summarise changes to initiatives agreed by the Parties throughout the year (under section 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 by the end of April, which should:
 - a) address the matters raised in the Annual Letter
 - 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 NZAA 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 section 3.
- 8.5 A final Annual Letter of Intent will be issued.

9. HEALTH AND SAFETY

- 9.1 The Parties acknowledge that the Health and Safety at Work Act 2015 applies to the provision of the Avalanche Advisory services as described in this SLA.
- 9.2 To provide assurance that the HSWA principles are being met, MSC will:
- 9.2.1 Ensure suitable / appropriate H&S policies are in place for the forecasters, and are contained in the NZAA Operations Manual
 - 9.2.2 Inform the NZSAR Council and DOC as soon as practicable of all notifiable injury, illnesses, or events sustained in the course of delivering the Avalanche Hazard Advisory that have been reported to WorkSafe NZ in line with statutory reporting requirements
 - 9.2.3 Inform the NZSAR Council and DOC of all health and safety incidents relating to the provision of the NZAA 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 Services have 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 Section 3 and Section 14, 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 NZSAR 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:
- require MSC to remedy the deficiency at the MSC's cost;
 - d) withhold payment until the deficiency has been remedied; and / or

- e) if the deficiency remains un-remedied 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 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 funding paid or the NZSAR Council will provide a final invoice for payment by MSC, to account for any funding 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 1993.
- 12.2 Subject to any applicable law, the Parties agree to:
 - f) share information in order to enhance community safety; and
 - g) supply information on request in support of MSC's reporting obligation.
- 12.3 The Parties acknowledge that the Ministry of Transport, NZSAR and DOC are subject to the Official Information Act 1982 and information held by the Ministry of Transport, NZSAR 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 The Parties acknowledge that once executed, this SLA will be proactively published on the NZSAR Council website.
- 12.5 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 as a result of a breach of section 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.

12.6 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 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 The Parties agree to advise the other Parties:

- a) if it becomes aware of any issue relating to this SLA 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 SLA; and
- c) if it 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 required to protect volunteers and the activities undertaken by volunteers on behalf of MSC, including policies to:

- protect against loss of property and damage to third party property or persons
- protect the loss or damage to property owned by the organisation / unit / employee / volunteer, 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 NZAA—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 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 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 section 16.2, MSC may not transfer or assign any or all of its rights or obligations under this SLA or assign any aspect of the NZAA, 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 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 sections 17.3 (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 NZAA 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 (for the Secretary for Transport)

Name: NZSAR Secretariat Manager
Address: 3 Queens Wharf
Wellington 6011
Fax: 04 439 9002
Phone: 021 2490463

MSC

Name: Chief Executive Officer
Address: Level 1, Harbour City Centre
29 Brandon St
Wellington 6011

Fax number: 04 385 7366
Telephone: 04 385 7162

Department of Conservation

Name: Chief Executive
Address: 18 Manners St
Wellington 6011

Fax number: 04 471 1117
Telephone: 04 471 0726

24. SURVIVAL

24.1 On termination or expiry of this SLA, the sections 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 NZAA, 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 NZSAR and DOC within 20 working days and at no cost. This will allow the continuation of the Avalanche Advisory service by another provider. The MSC will manage this process in collaboration with 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:

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:

1. fire, floods, tsunami, storms, tempest, earthquake or other act of God;
2. any act of a public enemy, war, riot, or act of civil or military authority;
3. nuclear, chemical or biological contamination;
4. epidemic or pandemic;
5. any act of a third party engaged in subversive or terrorist activity or sabotage, but does not include an event to the extent that:
 - a) 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
 - b) it is an event for which the Party affected is or was directly responsible;
 - c) that event is caused by any act or omission of a Party's personnel; or
 - d) that event is constituted or caused by an insolvency event.

Funding Principles means the NZSAR Funding Principles set out in Appendix Two.

Funds means the Funds approved by Joint Ministers (Transport and Finance) for the Avalanche Advisory as set out in Schedules 1 and 3.

NZSAR Council Goals means the documented goals of the NZSAR Council set out in Appendix One.

Risks means identified NZSAR risks contained in set out in Appendix Three

NZAA means the New Zealand Avalanche Advisory.

SAR Coordinating Authorities means Maritime New Zealand and the New Zealand Police.


Services means the services as set out in the Schedules.

29. EXECUTION

Executed as an agreement.

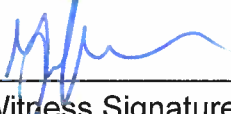
Date: 7 July 2020

Signed by **MOUNTAIN SAFETY COUNCIL**



Board Chair/Authorised Signatory CEO

In the presence of:



Witness Signature

Nathan Watson

Witness Name

Operations Manager

Occupation

Wellington


Address

Signed by **DEPARTMENT OF CONSERVATION:**



Authorised Signatory

In the presence of:



Witness Signature

SANDRA GRIFFITHS

Witness Name

E.A.

Occupation

cf- Doc Ugan

Address

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

P. Merin

Secretary/Authorised Signatory

In the presence of:

Z. Holden

Witness Signature

Lynda Holden

Witness Name

Executive Assistant

Occupation

Wellington

Address

SERVICE LEVEL AGREEMENT SCHEDULES

1. Initiatives Funded
2. Reporting, Tracking and Timing
3. Payments

SCHEDULE 1 INITIATIVES FUNDED

EXISTING AND NEW 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 source) is intended to deliver the Avalanche Hazard Advisory and is listed in Table One.

This delivery requires a three-year plan with proposed budget to be agreed with the NZSAR Council and DOC. This will also include separate annual plans, developed by MSC to be agreed with NZSAR in April/May each year (this is also included in Schedules 1 and 2). The plans will include, plan execution, oversight, milestones, responsibilities, collaborative opportunities, measures, reporting, proposed full budget, go/no-go points and similar sound project management processes. The NZSAR Council and DOC will consider and discuss with MSC the timing, purpose and funding for each element that year. The NZSAR Council will then indicate which components it agrees to fund.

Table One		
#	Initiative	Specific Context
1	Avalanche Advisory and NZAA web platform	<p><u>Funding:</u> Up to \$975,000 for 2020/21-2022/23, split into \$295,000 for 2020/21, \$291,000 for 2021/22, \$389,000 for 2022/23. Outyears at \$326,000.</p> <p><u>Purpose A:</u> To provide an avalanche hazard advisory (avalanche assessments online via www.avalanche.net.nz) for 12 alpine regions, and public avalanche information services</p> <p><u>NZSAR Requirements A:</u> MSC is to develop a three-year project plan for NZSAR and DOC agreement that includes a proposed budget. This is supported by detailed annual plans by season, with proposed budget, for NZSAR and DOC agreement in advance. Annually, this will also include at least two Relationship Meetings, in April/May each year before the season and in October/November each year for review after the season.</p> <p><u>NZSAR Requirements B:</u> MSC is to develop an annual Avalanche Advisory plan for agreement with NZSAR and DOC agreement that:</p> <ul style="list-style-type: none"> • confirms the 12 alpine regions (see schedule 2 below) • proposes a Terms of Reference for the Expert External Avalanche Advisory Panel for NZSAR and DOC agreement • sets out an annual budget of costs to produce the Advisories • contains as much information as possible in the below categories: <ul style="list-style-type: none"> ○ date and time of issue, including when the advisory is valid to ○ overall avalanche danger rating across three defined elevation bands ○ the primary avalanche danger ○ any recent avalanche activity ○ current snowpack conditions ○ basic mountain weather observations that may be impacting or contributing to the avalanche advisory (not a weather forecast), with a link to further information provided by MetService ○ sliding danger. <p>Has Advisory content that includes:</p> <ul style="list-style-type: none"> • coordinated regular assessments of avalanche hazard 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 • updates the Advisory regularly throughout the forecasting season when the avalanche danger rating changes significantly enough to warrant issuing a new advisory. Updated advisories are posted every 24-48hrs, or when required. <p><u>MSC Reporting:</u></p>

Table One

#	Initiative	Specific Context
		<p><u>As required, MSC will:</u></p> <ul style="list-style-type: none"> • share any MSC 'insights' with the NZSAR Secretariat and DOC. These insights may be gained as a result 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. <p><u>6- and 12-month reporting that:</u></p> <ul style="list-style-type: none"> • reports the number of Advisory's that have been issued (as per the Reporting and Tracking requirements in Schedule 2) • reports against the set budget and includes variance commentary • includes a collated summary of all avalanche incidents or near-misses involving people in regions of the avalanche advisories • discusses any issues producing the Advisory and the MSC Responses to those issues • shows annually, the NZSAR goals being contributed to and the NZSAR Risks being managed or contributed to by the initiative. <p>Note the Schedule 2 reporting requirements.</p>
2	Avalanche Advisory and NZAA web platform	<p><u>Purpose B:</u> To provide public 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> MSC is to develop a three-year project plan with detailed annual updates by season for the NZSAR Council and DOC agreement in advance that:</p> <p>Confirms the service:</p> <ul style="list-style-type: none"> • Duration: The avalanche forecasting season will vary depending on each geographical alpine region and, in most cases, will closely align with the local ski season/ski field. Therefore, the avalanche advisories for each region do not have a defined start or end date. The start and end dates for each region will be agreed in advance. • Start Date: The forecasting season is dependent on snowpack conditions and will only begin when there is sufficient snow to warrant an advisory. It is anticipated advisories will begin on/before 1 July each year. The start dates may come forward if the forecaster is on-site earlier and the snow conditions warrant an advisory service. • End date: The end date for each advisory will vary depending on the snow conditions, but typically the advisories will end by 31 October each year. • Exceptions: The advisory service for Aoraki/Mt Cook will be provided for the full year. The advisory service for Fiordland is to continue past the ski field season, as conditions in the spring can present a risk to users of the Great Walks • Verification: MSC will ensure the 'expert external avalanches advisory panel is maintained, meets three times a year and reports to all Parties. NZSAR, DOC and MSC will nominate one panel member each prior to the season. <p>Agrees signage that:</p> <ul style="list-style-type: none"> • includes approximately 60-90 backcountry Avalanche Danger assessment signs to be maintained and updated regularly (see NZSAR Requirements under Purpose A above) at key mountain lands access points (e.g. strategic back country access points from ski fields and Department of Conservation (DOC) Visitor Centre's). Signage to include the Advisory is supported by DOC/the NZSAR Council. <p>Implements social and other media:</p>

Table One

#	Initiative	Specific Context
		<ul style="list-style-type: none"> • promote the avalanche advisory service through a minimum of one post per week from 15 June to the final advisory (excluding Mt Cook/Aoraki) • distribute regular public safety information is across a number of media: Target 15 minimum per season. <p><u>MSC Reporting:</u> 6- and 12-month reporting that:</p> <ul style="list-style-type: none"> • reports progress of the Requirements above • counts the unique and total website visits to www.avalanche.net.nz – and annually, qualitative analysis of these numbers • lists the public safety messages and the mediums used for the messages • annually sets out the NZSAR Council goals being contributed to and the NZSAR risks being managed or contributed to by the initiative. <p>Note the Schedule 2 reporting requirements.</p>
3	Avalanche Advisory and NZAA web platform	<p><u>Purpose C:</u> An update to the NZAA web platform</p> <p><u>NZSAR Requirements:</u> MSC is to develop a project plan for the NZSAR Council and DOC agreement in advance that sets out:</p> <ul style="list-style-type: none"> • what the proposed update includes • the options for the update, including all costs, procurement plan and timeframes • the key decision points and decision criteria for the option to be selected • the improved service seen from the upgrade and how will this be measured. <p><u>MSC Reporting:</u> 6- and 12-month reporting that:</p> <ul style="list-style-type: none"> • includes qualitative and quantitative reports on the progress of the upgrade including any issues/barriers to completion • demonstrates budget spend with variance commentary. <p>Annually, the NZSAR Council goals being contributed to and the NZSAR Risks being managed or contributed to by the initiative.</p>
4	Avalanche Advisory and NZAA web platform	<p><u>Purpose D:</u> To implement the NZAA Programme Review recommendations (from the New Zealand Avalanche Advisory Programme Review February 2020 by 'Grant Statham', of 'Alpine Specialists', Canada)</p> <p><u>NZSAR Requirements:</u> MSC is to develop a project plan for the NZSAR Council and DOC agreement in advance that sets out:</p> <ul style="list-style-type: none"> • by 1 September 2020, the timeframe and costs to develop and implement the 18 recommendations • specifically, the timeframe and cost to implement the Operations Manual which is a key recommendation – the NZSAR Council require this as the first output of the recommendations • as the work is potentially complex, the Parties will met and agree how the MSC approved funding will be applied, and where the NZSAR Council and DOC can assist. <p><u>MSC Reporting:</u> 6- and 12-month reporting that:</p> <ul style="list-style-type: none"> • sets out and tracks progress of the recommendations development and implementation • tracks budget spend with variance commentary

Table One

#	Initiative	Specific Context
		<ul style="list-style-type: none"> shows annually the NZSAR Council Goals being contributed to and the NZSAR Risks being managed or contributed to by the initiative.

SCHEDULE 2 REPORTING, TRACKING, AND TIMING

The table includes all funded items. The table reflects all activity and reporting frequency so MSC and the NZSAR Council can track reporting over time.

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

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
5	Reply to the Annual Letter of Intent	10 working days after receipt	NZSAR Council
6	<p>Report against the 'Funding Section and items' in schedule 1</p> <p>A. The avalanche advisory will contain, and will be prepared for the below (along with agreed start and end dates):</p> <ul style="list-style-type: none"> i. Tongariro ii. Taranaki iii. Nelson Lakes iv. Canterbury – Arthur's Pass v. Canterbury – Craigieburn Range vi. Canterbury – Mt Hutt vii. MacKenzie – Two Thumbs viii. MacKenzie – Aoraki/Mt Cook ix. MacKenzie – Ohau x. Southern Lakes – Wanaka xi. Southern Lakes – Queenstown xii. Fiordland¹ 	As per the advisory requirements	NZSAR Secretariat

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
7	<p>A Pre–Season Plan</p> <p>The Plan for agreement with NZSAR and DOC through the pre-season relationship meeting, and which will form the basis of the Annual Letter, should include:</p> <ul style="list-style-type: none"> i) confirmation that MSC are able to provide all the avalanche advisory and public information services as listed above for the season. ii) confirmed plans for the four purposes in Schedule 1 that include: iii) alignment with the overall three-year Plan iv) budget per purpose with all costs listed v) all revenue – Crown investment and any other sources for each purpose vi) A table outlining the details of the advisory for each of the regions as listed in initiative 6, including²: <ul style="list-style-type: none"> • the forecasters name • their relevant experience and /or qualifications • proposed start and likely end dates for the forecast. vii) A table outlining the details of all the backcountry Avalanche Danger assessment signs, including: <ul style="list-style-type: none"> • locations of the signs • person/SLA partner responsible for updating the signs and their contact details • frequency of updates. viii) Verification: The Technical Advisory Panel will meet preseason and provide a report to all parties. 	By 30 April annually	All Parties
8	<p>An In-Season <u>Monthly</u> Report for the NZSAR Council and DOC</p> <p>The report will include:</p> <ul style="list-style-type: none"> i) number of website visits during the previous month, and a cumulative total year to date. ii) number of avalanche related media features or advisories provided by MSC during the previous month, and a cumulative total year to date. iii) any changes made to the tables provided under initiative 7 vi and vii. iv) notification of any avalanche incidents or near-misses involving people in regions of the avalanche advisories that the MSC is aware of. DOC and the NZSAR Council will advise MSC of avalanche occurrences when known v) the Avalanche Advisories issued 	Monthly	All Parties

² Noted this item won't be known by the end of April, but a draft table could be included.

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
	<ul style="list-style-type: none"> vi) budget progress and variance commentary for each purpose funded vii) verification: The Technical Advisory Panel will meet mid-season and provide a report to all Parties 		
9	<p>A Post-Season Review Report for the NZSAR Council and DOC (including a meeting of all parties)</p> <p>The report will include:</p> <ul style="list-style-type: none"> i) progress against the Pre-season Plan ii) budget update with variance commentaries for all purposes iii) required Health and Safety information as per SLA section 8. iv) the Avalanche Advisories issued an start and end dates for each advisory region v) collated monthly reports vi) notification of any avalanche incidents or near-misses involving people in regions of the avalanche advisories that the MSC is aware of. DOC and the NZSAR Council will advise MSC of avalanche occurrences when known vii) key learnings for the parties to discuss. 	At the end of the season	All parties
10	<p>Financial Information Report following Audit. An Annual Report or equivalent, including the audited annual financial statements:</p> <ul style="list-style-type: none"> i) an independently audited summary of how the Crown Funds were applied during the financial year, and how this compares to the letters of intent for the year (this may be a note to the audited annual financial statements, or may be a separate summary). ii) the accounts information needs to be clear about calendar year vs Government year expenditure, and qualitative commentary will be required for progress against the Annual Letter requirements. iii) 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. iv) annual income summary that lists all income sources that contribute to the Avalanche Advisory and its component parts. We expect this to reconcile with the MSC funding information provided to Charities New Zealand. 	Annually after ratification at the AGM.	NZSAR Secretariat
11	<p>Meetings</p> <ul style="list-style-type: none"> i) MSC is expected to maintain and provide through the Annual Letter, or as soon as practicable after, the MSC meeting information for the year (dates, times, durations, likely invitees) ii) All SAR-sector partners are expected to attend NZSAR Consultative Council meetings (the NZSAR Council will provide dates for all sector partners and sector partners will ensure any conflicts are managed). iii) MSC will encourage the parties to this SLA and SAR-sector partners to attend its Annual General Meeting (AGM). 	Quarterly or as agreed between MSC, DOC and NZSAR.	NZSAR Secretariat

Table Two

#	Initiative	Reporting Frequency and audience	Report recipient
	iv) MSC will engage with SAR sector partners to ensure their AGMs are not held on the same day.		
12	MSC will nominate relevant MSC members for the NZSAR awards appropriate	As required and requested	NZSAR Secretariat

SCHEDULE 3 PAYMENTS

1. It is intended that MSC will be able to provide a predictable level of avalanche advisory service 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. It is not intended that Funds be used for the remuneration of MSC volunteers, but MSC may choose to use a portion for reimbursements and honoraria.
3. NZSAR Council (Crown) funding to MSC comprises existing general and specific components and funding up to the approved total for new initiatives.
4. MSC is to remain aware that the expenditure of SLA funding by the NZSAR Council must reflect and be aligned to the NZSAR Council Funding Principles. MSC acknowledges that the NZSAR Council funding principles apply and expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.
5. It is acknowledged that MSC performs non-SAR functions with its people and assets. MSC will ensure these non-SAR functions will not be funded through funding under this SLA.
6. 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 these other sources.
7. Payments will be paid in four quarterly amounts over the course of the financial year (July, 1 October, 1 January, 1 March) as described in the Annual Letter unless otherwise agreed by the Parties in writing.

Summary Table

Initiative	2020/21 \$000s	2021/22 \$000s	2022/23 \$000s	Outyears \$000s
Current Baseline	150	150	150	150
New Funding (up to)	145	141	239	176
Total Funding (up to)	295	291	389	326

APPENDIX ONE: NZSAR 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 & 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: NZSAR FUNDING PRINCIPLES

<https://nzsar.govt.nz/Publications/Strategic-Docs>

APPENDIX THREE: NZSAR RISK MATRIX

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

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/>