

**JOINT SERVICE LEVEL AGREEMENT WITH
COASTGUARD NEW ZEALAND
FOR SEARCH AND RESCUE SERVICES**



COASTGUARD NEW ZEALAND JOINT SERVICE LEVEL AGREEMENT

for the provision of search and rescue outcomes and operations

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PARTIES

ROYAL NEW ZEALAND COASTGUARD INCORPORATED an incorporated society established under the Incorporated Societies Act 1908 ("**Coastguard NZ**"),

and

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

and

NEW ZEALAND POLICE established under and regulated by the Policing Act 2008 and Policing Regulations 2008 ("**the Police**"),

and

MARITIME NEW ZEALAND a Crown entity continued under the Maritime Transport Act 1994 (incorporating the Rescue Coordination Centre New Zealand as an operating division) ("**Maritime NZ**" and "**RCCNZ**" respectively)

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

New Zealand Police and Maritime New Zealand are collectively referred to as "**the Coordinating Authorities**"

STRATEGIC CONTEXT

- A. Effective search and rescue requires the active cooperation of a number of organisations to work successfully. The principles of sound and cooperative relationships based on mutual respect and goodwill are central to effective search and rescue operations.
- B. The *New Zealand Search and Rescue Operational Framework* establishes the national framework for overall development, coordination, and improvement of search and rescue services within the New Zealand Search and Rescue Region. The Framework defines the Coordinating Authorities and the categories of SAR operations; it is given further operational effect by *New Zealand's Search and Rescue Guidelines*.
- C. The NZSAR Council provides SAR-specific strategic leadership and direction to the many organisations that make up New Zealand's 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.
- D. The Police are responsible for coordinating the conduct of Category I¹ Search and Rescue Operations (SAROPs) within New Zealand.
- E. Maritime NZ is responsible, pursuant to Section 431 of the Maritime Transport Act 1994 and following the issue of Ministerial directions given pursuant to Section 14C Civil Aviation Act 1990², for providing Category II SAR operations within the NZSRR as established by international agreements.
- F. Rescue Coordination Centre New Zealand (RCCNZ) is Maritime NZ's operational facility responsible for coordinating the conduct of Category II³ SAROPs within the NZSRR.
- G. Coastguard NZ provides, through its member Units (which are generally incorporated societies under the Incorporated Societies Act 1908), SAR capabilities in response to, and in support of, SAROPs coordinated by the Coordinating Authorities.
- H. In discharging its support and response obligations Coastguard NZ also engages with the public to provide boating safety advice and information, marine weather information and radio services, sector education and qualifications, medical assistance and advice, and support for incident control including communications. Coastguard NZ also undertakes a range of national

¹ See NZ Search and Rescue Operational Framework

² Note the Civil Aviation Act bill is before the House of Representatives as at March 2020. A variation to the SLA will be applied when legislation once passed by the House of Representatives

³ See NZ Search and Rescue Operational Framework.

administrative functions including fundraising, health and safety, purchasing, and third party event safety support.

- I. Coastguard NZ receives funding from the Crown to deliver SAR outcomes effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the sector and achieve the outcomes in Sections 2.1 and 2.2.
- J. The Government has chosen to invest in Coastguard NZ 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 administers and monitors this funding through the NZSAR Secretariat.
- K. The SLA investment has increased significantly for the 2020-2023 SLA period. In line with the increased investment, this agreement includes requirements for transparency, cross-sector collaboration and support, sharing of services, demonstration of value for money, and collective approach to SAR sector issues.
- L. To assist it achieve the NZSAR Council goals, the NZSAR Council has agreed a set of NZSAR Funding Principles (the 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 requires the Principles to be applied to the regular reporting and monitoring requirements.
- M. The SLA describes the necessary arrangements for the use of people and resources to achieve effective SAR outcomes and how Coastguard NZ will be supported to deliver those outcomes. Each initiative requires a plan agreed in advance with NZSAR that applies sound and proportionate project management principles. This may include but is not limited to aspects such as purpose, budget, milestones, measures of success, key performance measures and performance reporting, and decision criteria for business cases.
- N. Coastguard NZ has a separate SLA for the provision of critical frontline water search, rescue and safety services being maintained at existing levels to reduce New Zealand's drowning toll. The Ministry of Transport administers and monitors this funding through the NZSAR Secretariat.
- O. The parties will assist to raise public awareness of search and rescue prevention, outcomes and operations, and enhance the community standing of Coastguard NZ, the Police, RCCNZ and the wider SAR sector.
- P. The Parties enter into this joint service level agreement (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—Maritime New Zealand, the Police, the NZSAR Council, and Coastguard NZ—at least three months prior to the termination date and at any other time if requested in writing by any Party.
- 1.3 This SLA may be extended for a further term by written agreement of the parties.

2. PURPOSE AND OUTCOMES

2.1 The purpose of this SLA is to:

- a) establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between Coastguard NZ (at the national, regional and local level), the other Parties, and SAR sector partners, to achieve the outcomes set out in Sections 2.1 and 2.2
- b) describe the funding arrangements for supporting, developing and maintaining SAR capability for New Zealand by Coastguard NZ, in order to provide SAR services and contribute to the achievement of the NZSAR Council goals and mitigate identified NZSAR Council risks.
- c) describe and agree on the SAR services to be provided
- d) ensure the Funding Principles are applied to achieve financial stewardship, collaboration and transparency.

2.2 Coastguard NZ will use the funding provided to achieve the following SAR outcomes to:

- a) be a strong and sustainable, well-governed and robust organisation, which is able to provide efficient and effective SAR services on request to the Coordinating Authorities;
- b) provide and maintain consistent, effective and efficient search and rescue services throughout New Zealand's coastal waters for those in distress where Coastguard NZ has available resources;
- c) work jointly together with the other Parties and SAR sector partners around effective training for operational and non-operational SAR duties;
- d) provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations where Coastguard NZ have Units in New Zealand;

- e) ensure the funds provided through this SLA contribute to achieving the NZSAR Council goals, and mitigate identified NZSAR Council risks;
- f) actively collaborate and work together with NZSAR and SAR sector partners to deliver desired SAR outcomes, projects and workstreams
- g) apply the NZSAR Funding Principles to ensure organisational sustainability, and financial transparency
- h) obtain and share agreed organisational, operational, performance, financial and safety data /information in a timely manner;
- i) plan strategically and collectively to ensure SLA funding is applied to maximise effective SAR outcomes
- j) encourage and support Coastguard NZ volunteers to join and contribute to the organisation and work safely with them.

3. RELATIONSHIP MANAGEMENT

- 3.1 The Parties agree this SLA is entered into with a view to maintain and enhance the existing harmonious and collaborative relationship to achieve the NZSAR Council's Goals.
- 3.2 The Parties agree to work collaboratively and co-operatively with SAR sector partners to seek sector wide efficiencies, work together to support shared services, and to support the combined SAR sector.
- 3.3 The Parties agree to work collaboratively and co-operatively with SAR sector partners to achieve the NZSAR Council's goals, mitigate identified NZSAR Council risks and share agreed performance information.
- 3.4 The Parties recognise that this SLA is a living document and will proactively engage with each other to discuss delivery and expectations, especially where Contingent initiatives are applicable.
- 3.5 Each party will provide an appropriate representative for any engagement required under this SLA to ensure the Purpose (Section 2.1) can be achieved. Note engagement also includes, through reporting, providing both the granular⁴ information needed by NZSAR for its purposes and more macro information for NZSAR to provide to the Ministry of Transport.
- 3.6 All parties have a part to play in monitoring the implementation of this Agreement. The Coordinating Authorities are responsible for monitoring individual response services, the provision of information and exercise attendance. The Coordinating Authorities or their nominated evaluator shall have the right to observe the

⁴ Includes but is not limited to: organisational staff and volunteer information such as age and diversity, demonstrated performance information, all revenue earned and costs and incurred, number and type of assets and the funding sources.

performance of SAR operational services by Coastguard NZ under this Agreement, including the delivery of any of its outcomes and operations, and shall have the right to conduct interviews with anyone involved in the operation provided reasonable notice is given to Coastguard NZ.

4. SERVICES

- 4.1 Services are to be provided in line with the Operational Framework, NZ's SAR Guidelines, SAR chapter of the Police Manual, Police policies, processes and practices, RCCNZ's Standard Operating Procedures, and Coastguard NZ's policies, processes and practices.
- 4.2. Coastguard NZ must notify the Parties as soon as practicable where Coastguard NZ becomes aware of any circumstance affecting its capacity or ability to deliver the SAR outcomes and operations
- 4.3 Throughout the year the Parties will monitor and discuss the general and specific initiatives funded by the SLA. Changes to initiatives timing, purpose, requirements, measures and funding may be considered at any time and implemented following mutual agreement and written confirmation. Initiative objectives may not vary significantly from those approved by joint Ministers without agreement.

5. BILATERAL SAR AGREEMENTS

- 5.1 To ensure the SAR sector supports the achievement NZSAR goals, mitigates NZSAR Council risks and uses the available funding in the most efficient and collaborative way, it is appropriate for any other bilateral SAR agreements between the Parties to be dis-established. This will assist the efficiency of sector funding and the avoidance of duplicated funding.
- 5.2 Any previously existing bilateral agreements between Coastguard NZ and the other Parties are superseded by this SLA.

6. PAYMENT

- 6.1 Agreed general and specific payments to Coastguard NZ will be in accordance with schedule 2 and 5.
- 6.2 Funding of specific contingent initiatives is at the discretion and agreement of the Ministry of Transport. The Coastguard NZ contingent funding initiatives are set out in Schedule 2.

7. NZSAR FUNDING PRINCIPLES AND REPORTING

- 7.1 Coastguard NZ are responsible for ensuring received funds are applied in accordance with the NZSAR Funding Principles set out in Appendix Two.
- 7.2 Subject to Sections 6.1 and 6.2:

- a) General Funds may be applied through Schedule 1 and 2 to any SAR-related activity determined by Coastguard NZ and agreed in advance by NZSAR;
- b) Specific Funds may only be applied to the specifically agreed initiatives
- c) Contingent Funds may be applied at the discretion and agreement of the Ministry of Transport.

7.3 Coastguard NZ agree to:

- a) meet the reporting and monitoring requirements set out in the Schedules, the Annual Letter of Intent and initiative plans as mutually agreed.
- b) ensure that annual financial statements are audited by a qualified auditor and copies of the auditor's report and annual accounts are provided to the NZSAR Council, as soon as practicable;
- c) authorise and direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

8. ANNUAL LETTER OF INTENT

- 8.1 Regular Coastguard NZ performance reports and the review meetings throughout the year will inform the content of the next Annual Letter of Intent.
- 8.2 NZSAR and Coastguard NZ will undertake an annual review to discuss the progress made against the letter of Intent. NZSAR and Coastguard NZ will keep all Parties informed of these discussions.
- 8.3 Following the annual review, the Annual Letter of Intent will be issued by NZSAR to Coastguard NZ each year. The Annual Letter will be issued approximately mid-May each year.
- 8.4 The Annual Letter of Intent (the Annual Letter) will:
 - a) explain the NZSAR Council's intent and priorities for the use of the SLA funding for the year ahead.
 - b) summarise changes to initiative agreed by the Parties throughout the year (under section 4) and document approved changes for the year ahead.
 - c) set out the NZSAR Council priorities for Coastguard NZ to utilise the Council's SLA funding for the forthcoming financial year (1 July – 30 June annually);
 - d) set out new or changed information and performance information requirements;
 - e) set out variations to the SLA, including to initiative objectives, delivery, timings and performance measures;
 - f) set out any amendments to processes, procedures, expectations or required information in relation to this SLA;

- g) include other elements as required.
- 8.5 Coastguard NZ will consider the matters raised in the Annual Letter and any proposed changes to the SLA and provide a written response to the NZSAR Council within 20 working days prior to the commencement of each financial year.
- 8.6 Coastguard NZ's written response should confirm all matters agreed (including the term of the SLA), address the matters raised in the Letter, and outline any circumstances which may impact outyear delivery, and include the Coastguard NZ proposed organisational budget for the year, across all its initiatives.
- 8.7 In response to any matters which remain under negotiation NZSAR will seek to discuss and resolve any matters in accordance with Section 3.
- 8.8 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 SAR activities, and each party will comply with their health and safety obligations set out in Schedule 6.

10. FAILURE TO PERFORM

- 10.1 Where the Coordinating Authorities and/or NZSAR consider on reasonable grounds that the SAR outcomes and services (operations, training, exercises) have not been provided in accordance with this SLA or the reporting requirements have not been met, the Coordinating Authorities will, as soon as practicable, notify Coastguard NZ and the NZSAR Council.
- 10.2 Where the NZSAR Council has been notified by a Coordinating Authority as per s10.1 or considers on reasonable grounds that the SAR outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the NZSAR Council will, as soon as practicable, notify Coastguard NZ.
- 10.3 In accordance with the principles set out in Section 3, the Parties will use reasonable endeavours to resolve these matters to the satisfaction of the Parties.
- 10.4 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council or a Coordinating Authority still considers on reasonable grounds that either the SAR outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the Coordinating Authorities may:
 - a) require Coastguard NZ to remedy the deficiency at Coastguard NZ's cost;
 - b) withhold payment until the deficiency has been remedied; and/or

- c) 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 Party to this agreement may terminate this SLA on giving six months' notice in writing to the other Party. For clarity, any notice to terminate this SLA by one Party will terminate this SLA for all Parties.
- 11.2 Any party to this agreement may terminate this SLA in accordance with Section 18.
- 11.3 In the event of termination, Coastguard NZ will make a refund of funding paid or the NZSAR Council will provide a final invoice for payment by Coastguard NZ, 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 (including Section 20), the Parties agree to:
 - a) share information in order to enhance community safety; and
 - b) supply information on request in support of Coastguard NZ's reporting obligations.
- 12.3 The Parties acknowledge that the Ministry of Transport, Maritime NZ, Police and NZSAR are subject to the Official Information Act 1982 and information held by the Ministry of Transport, Maritime NZ, Police, NZSAR, or by Coastguard NZ through this SLA, is subject to requests under this Act. Once agreed by all Parties, this SLA will be proactively released to the NZSAR website. Each Party agrees to promptly advise the other Parties of any request received under the Official Information Act 1982, prior to any disclosure being made under that request.
- 12.4 Any information provided by one Party to another Party (including to their employees, volunteers, or agents) in relation to the performance of this SLA and the provision of the SAR outcomes and operations, must be treated as confidential information and must not be disclosed unless required by law or with the other Party's prior written approval, unless such information is or was:
 - a) at the time it was disclosed, generally available to, and known by, the public (other than as a result of a breach of this SLA);

b) available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party; or

c) required to be disclosed by law.

12.5 The Parties must ensure that Confidential Information 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.

12.6 Coastguard NZ, Maritime NZ (RCCNZ) and Police will share information in order to enhance community safety, subject to applicable law.

12.7. Police and Maritime NZ (RCCNZ) will supply information to Coastguard NZ on request to support reporting requirements of this Agreement.

13. MEDIA

13.1 The Parties agree to advise the other Parties, as soon as practicable:

a) if a Party becomes aware of any issue relating to this SLA that has or may have media or public interest; and

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.

c) if a Party issues a media or social media statement or comment that includes or mentions one of the other parties.

13.2 Parties' media and social media engagement should not cause reputational or organisational harm to any Party.

13.3 All Parties' NZ communications should, where appropriate, note the contribution all Parties make towards the successful delivery SAR outcomes.

14. INSURANCE AND POLICIES

14.1 Coastguard NZ must ensure that it has in place the appropriate insurance policies required to protect volunteers and the activities undertaken by volunteers on behalf of Coastguard NZ 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 Coastguard NZ must also ensure it has appropriate internal policies in place governing the SAR outcomes and operations including for example, the use of equipment, code of conduct and health and safety.

15. DISPUTE RESOLUTION

- 15.1 The Parties agree to act in good faith and use best endeavours to attempt to resolve any issues in relation to this SLA at the earliest opportunity with local representatives within 14 days of written notification of the matter. If the matter remains unresolved, the Parties may refer the matter to senior representatives for resolution within 28 days of the matter being referred to them.
- 15.2 If the matter remains unresolved, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the Parties, acting reasonably.
- 15.3 If the dispute or difference remains unresolved after mediation, then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.
- 15.4 All Parties are expected to continue to perform their respective obligations under this SLA during the resolution of any matter under this SLA.
- 15.5 The Parties will share the costs of the mediation or arbitration equally, or for arbitration, as determined by the arbitrators.

16. VARIATIONS

- 16.1 This SLA may only be varied by agreement in writing between the Parties.
- 16.2 This SLA is to be read subject to any Cabinet Directives or changes in law.
- 16.3 Where the Parties become aware of any changes to Government policy or instructions of the Minister(s) of the Crown or decisions affecting the Purpose of this SLA, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this SLA where necessary.

17. ASSIGNMENT AND CONTRACTING

- 17.1 Subject to Section 16, Coastguard NZ may not transfer or assign any of its rights or obligations under this SLA or assign any aspect of the SAR outcomes and operations, unless all Parties provide agreement in writing.
- 17.2 Subject to the prior written approval of all parties, Coastguard NZ may subcontract or assign any aspect of its reporting obligations under schedule 2 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 18.3 (b) and (c);
 - b) use all reasonable endeavours to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other Parties; and
 - c) use all reasonable endeavours to perform its obligations under this SLA as far as is practicable.
- 18.4 The NZSAR Council will not be required to approve payment for SAR outcomes and operations to the extent that Coastguard NZ 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 SAR outcomes and this SLA.

21. CONFLICT OF INTEREST

- 21.1 Coastguard NZ warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place

Coastguard NZ in a conflict of interest position with respect to provision of the SAR outcomes.

- 21.2 If any Party becomes aware, or is notified of, any actual or potential conflict of interest during the term of this SLA, they will immediately notify the other Parties.

22. COSTS AND TAXES

22.1 Each Party will bear its own costs of negotiating, preparing and executing this SLA.

22.2 Coastguard NZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by Coastguard NZ in the provision of the SAR outcomes.

23. NOTICES

23.1 The addresses for notices are:

New Zealand Search and Rescue Council

Name: NZSAR Secretariat Manager

Address: 3 Queens Wharf
Wellington 6011

Fax: 04 439 9002

Phone: 021 2490463

Royal New Zealand Coastguard Incorporated

Name: Chief Executive Officer

Address: Level 2, 470 Parnell Road
Parnell, Auckland 1052

Fax number: 09 337 0765

Telephone: 09 489 1510

Maritime New Zealand

Name: Manager RCCNZ & Safety Services (MNZ)

Address: Rescue Co-ordination Centre New Zealand
Avalon TV Studios
Percy Cameron St
Lower Hutt 5040

Fax number: 04 577 8041

Telephone: 04 577 8034

New Zealand Police

Representative: National Manager Response and Operations

Address: Police National Headquarters

180 Molesworth St

Thorndon

Wellington

Facsimile: 04 498 7400

Telephone: 04 474 9499

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

Name: NZSAR Secretariat Manager

Address: Level 6, Westpac House

318 Lambton Quay

Wellington 6011

Facsimile: 04 439 9002

Telephone: 021 249 0463

24. SURVIVAL

24.1 On termination or expiry of this SLA, 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. COUNTERPARTS

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

27. DEFINITIONS

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

- 27.1 **Annual Letter of Intent** means the Annual Letter of Intent issued by the NZSAR Council and agreed with Coastguard NZ.
- 27.2 **Contingent Funding Conditions or Criteria** means the requirements which must be satisfied in respect of any 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.
- 27.3 **Contingency Funding** means funding that has been approved in principle by the Minister of Transport but where Conditions must be satisfied prior to payment.
- 27.4 **Coordinating Authorities** are NZ Police for Category 1 SAR incidents, RCCNZ for Category 2 SAR incidents or MNZ for Major Maritime Incidents. They are responsible for the overall conduct of the incident and will lead and manage incident operations, including media
- 27.5 **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) subject to paragraph (i) of this definition, 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
 - b. it is an event for which the Party affected is or was directly responsible; or
 - 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.


- 27.6 **Funds** means the General Funds and Specific Funds and Contingent Funds approved by the Minister in respect of the SAR Services:
- General Funds means the funding approved by the Minister for application in accordance with Section 7.2(a)
 - Specific Funds means the funding approved by the Minister for application in accordance with Section 7.2(b)
 - Contingent Funds means the funding by the Minister for application in accordance with Section 7.2(c).
- 27.7 **Incidental damage** is damage beyond normal wear and tear that may affect the safety or performance of a Rescue Asset. The cost of repairing the damage must be less than the excess on the asset's insurance policy
- 27.8 **Major Maritime Incident** is an instance of something happening, an event or occurrence in New Zealand's maritime area of interest that poses an actual or potential threat to life, the environment or property where the incident's scale, duration and complexity mean the risks and/or consequences of the incident will be substantive. The legal basis for members of SLSNZ assisting MNZ with a Major Maritime Incident is provided in the Maritime Transport Act 1994.
- 27.9 **NZSAR Council Goals** means the documented Goals of the NZSAR Council set out in Appendix One.
- 27.10 **NZSRR** means the New Zealand search and rescue region.
- 27.11 **Risks** means identified risks and their treatments set out in Appendix Three.
- 27.12 **SAR** means search and rescue.
- 27.13 **SAR Sector** means the organisations and entities that perform and assist (or prevent the requirement for) the provision of Search and Rescue services within the NZSRR.
- 27.14 **SAROP** means a search and rescue operation undertaken to locate and retrieve persons missing or in distress.
- 27.15 **SAR Outcomes** means delivery of the requirements in Section 2.2.
- 27.16 **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.

28. EXECUTION

Executed as an agreement.

Date: July 8. 2020

Signed by **NEW ZEALAND POLICE:**



Commissioner/Authorised Signatory

In the presence of:



Witness Signature

P. Theobald

Witness Name

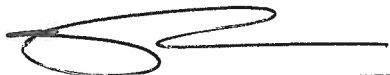
Net SAR Coordinator

Occupation

PNHQ


Address

Signed by **ROYAL NEW ZEALAND COASTGUARD INCORPORATED:**



President/Authorised Signatory

In the presence of:



Witness Signature

Philip Harbort

Witness Name

Head of Finance, CNZ

Occupation

CNZ, 470 Parnell Rd, Auckland

Address

Signed by **MARITIME NEW ZEALAND:**



Chairperson/Authorised Signatory

In the presence of:



Witness Signature

SUSAN LISTER

Witness Name

GOVERNANCE
SUPPORT ADVISOR

Occupation

MNZ | GREY ST WELLINGTON

Address

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

A. Merrin

Secretary/Authorised Signatory

In the presence of:

L. Holden

Witness Signature

Lynda Holden

Witness Name

Executive Assistant

Occupation

Wellington.

Address

SERVICE LEVEL AGREEMENT SCHEDULES

1. Response and Support
2. Purchasing and Performance
3. Reporting, Tracking and Timing
4. Coastguard Operational Funding Rates
5. Payments
6. Health, Safety and Well-Being.

SCHEDULE 1 RESPONSE AND SUPPORT

1. Coastguard NZ will provide the following response services to the Coordinating Authorities:
 - a) **Search and rescue services.** The provision of search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. SAR operations will be conducted in line with the Operational Framework, NZ's SAR Guidelines, Police policies and procedures, RCCNZ Standard Operating Procedures, and Coastguard NZ best practices. As part of this, Coastguard NZ is required to:
 - i) **Tracking information.** Make available to the Coordinating Authorities any and all tracking data (or SAROP location data) where it exists. Where possible the data is to be made available in real time to enable the Coordinating Authorities to task, monitor and assist in search processes
 - ii) **Advice.** The provision of specialist Coastguard NZ advice to the Coordinating Authorities or other SAR partners on request
 - iii) **Incident Management Team (IMT).** The provision of appropriately IMT Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority
 - iv) **Operational Information:** The provision of agreed post-SAR incident data in the appropriate format, within agreed timelines and using agreed processes.
2. **The support services** provided by Coastguard NZ to the Coordinating Authorities in aid of sustaining, supporting and developing SAR capability for New Zealand include:
 - a) **Support Information:**
 - i) Current details of Coastguard NZ's operational capability information including organisation, structure, locations, capabilities, contact lists, equipment and call out procedures. This information is to be accurately maintained and provided to the Coordinating Authorities in an agreed manner, including via the NZSAR Online Resources Database at least bi-annually. Any changes to Coastguard NZ's operational capability are to be advised as soon as possible
 - ii) Reporting as soon as practicable with the appropriate or agreed information to the relevant coordinating authority on every occurrence where Coastguard NZ provides a SAR response to a coordinating authority, and where Coastguard NZ provides expert advice to the Coordinating authorities or SAR partners.
 - b) **Training and Exercises.** The Parties expect that where appropriate and with the prior agreement of Coastguard NZ and the relevant Coordinating Authority, Coastguard NZ will participate in and support joint SAR training exercises. Where appropriate Coastguard NZ will invite and include other SAR sector people in Coastguard NZ skill acquisition training and exercises. Costs for such training are to be managed by mutual agreement.

- c) **SAR meetings, workshops and working groups.** Appropriate Coastguard NZ people will attend and support SAR meetings and other fora at the local, district and national levels to facilitate the provision of the response and support Services and to assist in meeting the reporting requirements in Schedule 2. This includes attending NZSAR Consultative Committee meetings, workshops and working groups, and other NZSAR forums on agreement Provision will be made to attend online or via phone conference when physical attendance is not possible.
- d) **Advice.** Coastguard NZ will provide specialist Coastguard NZ advice to the Coordinating Authorities or other SAR-providing partners on request.

SCHEDULE 2 PURCHASING AND PERFORMANCE

1. All Parties are responsible for, and have a part to play in the success of the SLA and its ongoing management. Effective purchasing will provide the basis for the assessment of service delivery, accountability for public money, informing reviews, and making decisions about how to proceed at the expiry of the SLA.
2. The coordinating authorities are purchasing response and support services from Coastguard NZ through this agreements General Funding. This funding and other government funding is intended to purchase response and support services for the Coordinating Authorities as detailed in Schedule 1, and:
3. **Outcome sought.** Providing 1 and 2 above through the General Funding, enables Coastguard NZ to achieve the outcomes included in Section 2.2 and Section 7, and report on this through the table below.
4. **Planning and Performance.** This SLA describes the necessary arrangements for the use of people and resources to achieve effective SAR outcomes. It also describes how Coastguard NZ will be supported to deliver those outcomes and contribute to a collective SAR sector. This SLA significantly increases the number of supported initiatives. These new initiatives are intended to support Coastguard NZ and the wider SAR sector. They require an agreed joint approach to their planning, delivery and performance measurement with NZSAR.
5. Each new initiative requires a clear governance approach which articulates agreed steps for planning, plan execution, oversight, milestones, responsibilities, collaborative opportunities, measures, reporting, budgeting, go/no-go points and similar sound project management processes. The intended first step is for Coastguard NZ to invest in project management and planning capability to ensure effective implementation of the initiative.
6. NZSAR will agree with Coastguard NZ the timing and funding for each initiative based on Coastguard NZ preferences to proceed with each initiative.
7. The schedules in Table 1 below discusses the general funding and each new initiative:

GENERAL FUNDING

Table One		
#	Initiative	Specific Reporting Required
1	General Funding: Annual \$1.874m	<p><u>Funding:</u> \$5,622,000 for 2020/21-2022/23 at \$1,874,000 per annum. Outyears at \$1,874,000.</p> <p><u>Purpose:</u> Coastguard NZ receives funding from the Crown to deliver SAR outcomes effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the sector and achieve the outcomes in Sections 2.1 and 2.2.</p> <p><u>NZSAR Requirements:</u></p> <p>Coastguard NZ is to:</p> <ul style="list-style-type: none"> • <u>identify</u> what the funding will be spent on and the associated budget for each initiative • <u>identify</u> whether any of these initiatives will be supported/supplemented from any other revenue sources, and how much per initiative this will be • meet the information and data exchange reporting requirements where necessary • provide clarity and alignment between this general funding expenditure and where the contingent 'Baseline Erosion' funds will be applied prior to the 'Baseline Erosion' funds being approved. <p><u>Coastguard NZ Reporting:</u></p> <ul style="list-style-type: none"> • 6- and 12-month reports detailing what is being achieved/was achieved with the funding for each initiative. Include the budget variance reporting for each initiative. Initiatives and achievements must be referenced to the NZSAR goals and the NZSAR risks being managed or contributed to by the initiative. <p>Through the Annual Letter of Intent, NZSAR will agree required annual and overall progress with Coastguard NZ for the general funding.</p>

SPECIFIC FUNDING FOR NEW INITIATIVES

Outcomes Sought. Demonstrate what is being purchased /delivered, for what cost, over what time, and how benefits will be tracked. Coastguard NZ can decide the reporting structure, which must include the below information in table 2. The frequency of reporting is also included in each initiative.

Table Two		
#	Initiative	Specific Reporting Required
2	Fundraising Sustainability	<p><u>Funding:</u> Up to \$1,698,000 for 2020/21-2022/23 only. Split into \$566,000 per annum.</p> <p><u>Purpose:</u> The funding is to continue (previously funded under the 2017-20 SLA) building a longer term, sustainable fund-raising foundation, with associated revenue streams, to a self-sustaining level.</p> <p><u>NZSAR Requirements:</u></p> <p>Coastguard NZ is to develop a 3-year project plan for NZSAR agreement that sets out:</p> <ul style="list-style-type: none"> • the budget for each year and associated milestones to track progress • what constitutes success that will indicate sustainability and what are those metrics • anticipated annual increase in revenue streams • the NZSAR Council goals progressed by this initiative and risks being managed. <p><u>Coastguard NZ Reporting:</u></p> <ul style="list-style-type: none"> • 6- and 12-month qualitative and quantitative progress reporting against budget, milestones and revenue generation figures • Annual commentary on the overall progress of these at year end and the level of revenue sustainability reached • Six-monthly comment on the overall progress and viability of the project and agree with NZSAR what adjustments may be required • The NZSAR risks being managed or contributed to by the initiative.

3	Qualifications redesign	<p><u>Funding:</u> Up to \$420,000 for 2020/21-2021/22 only (2 years). Split into \$300,000 for 2020/21, \$120,000 for 2021/22.</p> <p><u>Purpose:</u> To re-design Coastguard NZ's qualification process to achieve the outcomes of Coastguard NZ's SAR Training Matrix Review 2019.</p> <p><u>NZSAR Requirements:</u></p> <p>Coastguard NZ is to develop a project plan for NZSAR agreement that sets out:</p> <ul style="list-style-type: none"> • measures to ensure there is coordination and alignment with NZSAR's training and qualification sector plans, and avoid duplication of effort • the budget breakdown for each year and associated milestones to track progress • the end state achievements and what the qualifications will or should look like • the benefits expected to accrue from the redesign investment and how these will be tracked and reported on, once the redesign is in place • the NZSAR Council goals progressed by this initiative and risks managed • how to investigate and engage on collaboration with other SAR partners who are also investing in qualification training. • how the materials developed will be openly shared under agreed creative commons licenses. <p><u>Coastguard NZ Reporting:</u></p> <ul style="list-style-type: none"> • 6- and 12-month qualitative and quantitative commentary on the progress against qualification redesign milestones and budgets • Describe any issues that NZSAR should be aware of and how Coastguard NZ plan to engage and manage these • Include commentary on the link with NZSAR's training and any sector collaboration being undertaken • The NZSAR goals being met and the NZSAR Council risks being managed by the initiative.
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CONTINGENT FUNDING FOR NEW INITIATIVES

Funding of contingent initiatives are at the discretion and agreement of both NZSAR and the Ministry of Transport. Table 3 lists the contingent funded initiatives, and for each initiative the NZSAR information requirements to enable a funding recommendation to be made.

Table Three		
#	Initiatives	Specific Reporting Required
4	Baseline Erosion	<p><u>Funding Requested:</u> Up to \$4,056,000 for 2020/21-2022/23 only. Split into \$1,352,000 per annum.</p> <p><u>Funding Contingent Approved:</u> No funding is approved for this initiative. All funding is contingent on separate MOT approval following the development of an agreed business case.</p> <p><u>Purpose:</u> To address increasing costs that are eroding Coastguard NZs ability to fund its search and rescue services</p> <p><u>NZSAR Requirements:</u></p> <p>Coastguard NZ is to provide to NZSAR a complete breakdown of the costs associated with its search and rescue activities, and outline how:</p> <ul style="list-style-type: none"> • the current general funding is spent • in detail describe where (and why) current costs are not being covered • where/how will this initiative expenditure be spent differently to the existing general funding. <p><u>Once provided and assessed by NZSAR:</u></p> <ul style="list-style-type: none"> • Coastguard NZ is to develop a draft project plan for NZSAR agreement that sets out proposed: <ul style="list-style-type: none"> ○ budget and milestones for this initiative ○ measures of success that demonstrate the improvements Coastguard NZ has made and the increased/improved contributions to the SAR sector and SAR sector results ○ NZSAR Goals being achieved through this initiative ○ NZSAR risks being managed or contributed to by this initiative ○ Coastguard NZ strategic goals being achieved. <p><u>Coastguard NZ Reporting:</u> The Coastguard NZ and NZSAR agreed plan will outline the required reporting for the agreed expenditure. This will include:</p> <ul style="list-style-type: none"> • 6- and 12-monthly qualitative and quantitative progress report against agreed budget and milestones, and all items being funded • Any reporting agreed from the plan resulting from the assessed Coastguard NZ cost information.
5	Information management and business improvement	<p><u>Funding: Requested</u> Up to \$1,900,000 for 2020/21-2022/23, split into \$700,000 for 2020/21, \$600,000 for 2021/22, \$600,000 for 2022/23.</p> <p><u>Funding Contingent Approved:</u> No funding is approved for this initiative. All funding is contingent on separate MOT approval following the development of an agreed business case.</p> <p><u>Purpose:</u> To improve Coastguard NZ's IT systems and management tools, including VHF.</p> <p><u>NZSAR Requirements:</u> Coastguard NZ is to develop and agree a Business Case with NZSAR that will include:</p> <ul style="list-style-type: none"> • the IT system options that would capture all the services provided by Coastguard NZ (does not occur at present) • the improvements to service delivery over time • what collaboration might be possible with other SAR partners who are also investing in IT systems/management and business improvement tools

Table Three

#	Initiatives	Specific Reporting Required
		<ul style="list-style-type: none"> • whether any systems would be bespoke or off the shelf and what are the implications of this • what would the RFI and procurement process look like • the benefits and key performance indicators from the options selected and how these would be measured • the go/no go criteria and decision point(s) for the initiative to proceed and be viable • the NZSAR Goals being achieved through this initiative • the NZSAR risks being managed or contributed to by this initiative • the project/Business Case reporting requirements. <p><u>Coastguard NZ Reporting:</u></p> <ul style="list-style-type: none"> • 6- and 12-month reporting recommended in the Business Case.
6	Decision-making co-ordination and standardisation	<p><u>Funding Requested:</u> Up to \$1,500,000 for 2020/21-2022/23 only, split into \$500,000 per annum.</p> <p><u>Funding Contingent Approved:</u> 2020-21 up to \$100,000 to develop a Business Case for consideration by MOT. All remaining funding is contingent on separate MOT approval following the development of an agreed business case.</p> <p><u>Purpose:</u> To support Coastguard NZ's governance and management transformation programme.</p> <p><u>NZSAR Requirements:</u> Coastguard NZ is to develop and agree a Business Case with NZSAR that:</p> <ul style="list-style-type: none"> • addresses its disaggregated operating model, by standardising and developing efficiencies at all levels of the organisation. Identifies the key deliverables and the cost information required to achieve this – broken into annual spend and milestones • outlines the proposed change programme to achieve the new organisational arrangement, the benefits expected to accrue, and how these benefits will be measured and reported on • sets out how the change programme would be implemented and the which staff would be implementing this • describes the capability required by Coastguard NZ to achieve this • the NZSAR Goals being achieved and the NZSAR risks being managed or contributed to by this initiative • the project/Business Case reporting requirements. <p><u>Coastguard NZ Reporting:</u></p> <ul style="list-style-type: none"> • 6- and 12-month reporting recommended in the Business Case. <p><u>Remaining Funding Contingent Approved 2022/23 & outyears:</u> NZSAR and Coastguard NZ will mutually agree the funding and timeframe to develop and implement the initiative for MOT decision.</p>

SCHEDULE 3 REPORTING, TRACKING, AND TIMING

The table includes all funded items⁵. The table reflects all activity and reporting frequency so Coastguard and NZSAR can track reporting over time.

- a) Coastguard NZ will provide reports to the NZSAR Secretariat, on a quarterly and annual basis, for monitoring and performance measurement purposes.
- b) Quarterly⁶ reports will generally focus on operational information and associated messaging.
- c) Six-monthly (period to 31 December) and annual (period to 30 June) reports will include operational information and performance progress against all items funded.
- d) Reporting requirements are outlined in the table 4 below.

Table Four			
#	Initiative	Reporting Frequency and audience	Report recipient
7	Reply to Letter of Intent	By 20 working days prior to 1 July	NZSAR Council
8	<p>Coastguard-led Activity Reporting</p> <ol style="list-style-type: none"> i. A quarterly summary of non-SAROP activity Coastguard NZ conducts at the request of Civil Defence and Emergency Management (CDEM) Groups National Emergency Management Agency (NEMA) OR the Ministry of Primary Industries (MPI). This Coastguard NZ activity is not that which is typically authorised by a Coordinating Authority. ii. Any other significant issues or risks (including those relating to organisational capability/culture, relationships) arising during the period or anticipated in a future period and the impacts of these issues/risks; iii. Updates about organisational information; iv. Coastguard NZ will report on NZ participation at SAR related meetings, forums and events; v. Coastguard NZ will report on national level exercises, training and meetings with relevance to the SAR sector vi. Coastguard NZ will identify and share with the NZSAR Secretariat any 'lessons' identified by Coastguard NZ as a result of SAROPs, training, or SAREXs on occurrence and as they are available. 	Quarterly	NZSAR Secretariat
9	<p>SAR operational information</p> <p>Provide the SAR Coordinating Authority information about Coastguard NZ resources placed on standby or deployed during an SAR incident, when Coastguard NZ has not been invited to complete SARdonyx collaboration. Information to be provided:</p> <ul style="list-style-type: none"> • Coastguard NZ Unit • type of use (standby or deployed) by Unit 	Within 5 days post SAR incident involving Coastguard NZ.	Coordinating Authority

⁵ Including funded items continuing from 2017-20 and the new 2020-23 funded items

⁶ Within: 10 working days of 30 Sep, 15 working days of 31 Dec, 10 working days of 31 Mar, 10 working days of 30 June

Table Four

#	Initiative	Reporting Frequency and audience	Report recipient
	<ul style="list-style-type: none"> total volunteer numbers by Unit total volunteer hours by Unit Any health, safety & well-being incident that occurred during the SAR operation <p>The Coordinating Authorities are obligated to utilize this information in the completion of their SARdonyx report</p>		
10	<p>SAR Organisational Human Resource information</p> <ul style="list-style-type: none"> Coastguard NZ will contribute to, and work with NZSAR and SAR partners to assist in the development of the SARdonyx Volunteer Data Standard as requested by NZSAR Coastguard NZ will provide the Volunteer Data Information, as per the agreement requirements. 	To be agreed as part of the agreed Data Standard	NZSAR Secretariat
11	<p>Resource Database Reporting</p> <ul style="list-style-type: none"> Coastguard NZ will advise the NZSAR Secretariat in writing annually that it has met its quarterly update obligations and audited the Coastguard NZ information contained within the Online NZSAR Resources Database for accuracy. Coastguard NZ (National body) will ensure the Resources Database (by Units) is updated quarterly to ensure it is accurate and up to date. Updates for any significant change in Group capacity, capability or call out method will be provided within 30 days Coastguard NZ will identify a dedicated point of contact for the coordinating authorities to engage with re the Resources Database. 	<p>Annual: Within 10 working days of 30 June.</p> <p>Six monthly or where significant change occurs within 30 days</p> <p>Annual</p>	<p>NZSAR Secretariat</p> <p>Coordinating Authorities</p>
12	<p>Financial Information Report following Audit</p> <p>Coastguard NZ will contribute to and work with NZSAR and SLA partners to develop an agreed separate Finance schedule / agreement to this SLA that sets out the annual financial reports required by NZSAR and the independent assurance sought by NZSAR relating to those reports.</p> <p>This will include agreement as to how these can be completed and each SALA partners autonomy to do this:</p> <p>Financial Reports and Assurance that broadly:</p> <ul style="list-style-type: none"> demonstrate that the SLA partner has complied with the required financial reporting under the appropriate Act (Incorporated Societies Act, Charities Act, etc.) clearly show how the Crown funding was applied during the year; and how this compares with the budget (in the reply to the letter of intent) provided to NZSAR affirm the SLA partner has complied with their written financial procedures. provide assurance the accounts are completed correctly (as per the legal requirements of the XRB & Charities Services) 	<p>Within 3 months of 30 June.</p> <p>Annually after ratification at the AGM</p>	NZSAR Secretariat

Table Four

#	Initiative	Reporting Frequency and audience	Report recipient
	<ul style="list-style-type: none"> • provide assurance the SLA partner has followed & applied their written financial procedures throughout the year • provides assurance the SLA partner has met the requirements of the appropriate Act(s) (i.e. that the NGO has not been deregistered) • shows that there is a clear summary of how the SLA money (generic funding, specific funding, Police or other Grants) was spent during the year – and this to be compared to the budget provided at the start of the year in the reply to the letter of intent. (Notes: (1) the summary could already be included as a note in the audited accounts to make it easier to cut and paste it into the letter from the auditor; (2) the accountants should be doing this work, and the auditors are providing an independent check). Note an agreed lower level of \$ that needs to be reported on, will be agreed. • Gives a summary of the whole of organisation income for the year (so we have more clarity about the funding volatility for the sector) • sets out what the Police grant was applied to <p>The draft SLAs referred to ‘special purpose reports’ as a way to provide the independent assurance. This was not clear. The intent is that SLA partners should be able to develop and contribute as they want to into the development of the finance products/outputs, so long as these will meet the independent assurance requirements. That should provide the necessary autonomy for partners.</p> <p>Existing</p> <ol style="list-style-type: none"> i. An Annual Report or equivalent, including the audited annual financial statements. ii. An independently audited summary of how the Police grant was applied during the financial year. iii. A copy of the finalised funding investment key performance indicators within four weeks of the effective date of this SLA; iv. An annual update of the fundraising investment key performance indicators at the end of each financial year of this SLA; v. A summary qualitative and quantitative report outlining the effectiveness of the NZSAR Council fundraising investment as at 30 June 2020. 		
13	Reports against the ‘General Funding Section and Items’ in Schedule 2	As per the table	NZSAR Secretariat
14	Reports against the ‘Specific Funding Section and Initiatives’ in Schedule 2	As per the table	NZSAR Secretariat
15	Reports against the ‘Contingent Funding Initiatives’ in Schedule 2	As per the table	NZSAR Secretariat
16	Reports against the ‘Health and Safety Requirements’ in schedule 6	6 monthly	NZSAR Secretariat

Table Four

#	Initiative	Reporting Frequency and audience	Report recipient
17	<p>Meetings</p> <p>a) Coastguard NZ is expected to maintain and provide through the Annual Letter, or as soon as practicable after, the Coastguard NZ meeting information for the year (dates, times, durations, likely invitees)</p> <p>b) All SAR sector partners are expected to attend NZSAR Consultative Council meetings (NZSAR will provide dates for all sector partners, and sector partners will ensure any conflicts are managed).</p> <p>c) Coastguard NZ will invite the parties to this agreement and SAR sector partners to attend its Annual General Meeting (AGM).</p> <p>d) Coastguard NZ will engage with SAR sector partners to ensure their AGMs are not held on the same day.</p>	Quarterly	NZSAR Secretariat
18	Coastguard NZ will nominate relevant Coastguard NZ members for the NZSAR awards appropriate	As required and requested	NZSAR Secretariat
19	Local Exercises and Local meetings: Coastguard NZ will advise the local Police District SAR Coordinator of local SAR exercises and local SAR meetings as agreed with the local Police District SAR Coordinator	As required	Coordinating Authorities

SCHEDULE 4 COASTGUARD OPERATIONAL FUNDING RATES

A separate agreement attached to this SLA between Coastguard NZ and the Coordinating Authorities will include any agreed operational payment rates. Coastguard NZ and the Coordinating Authorities will negotiate and agree the operational payment rates, and advise NZSAR when the agreement is finalised.

SCHEDULE 5 PAYMENTS

The Funds have been approved as follows and must be applied to the following specific activities:

1. It is intended that Coastguard NZ will be able to provide a predictable level of response for Coordinating Authorities in line with a largely predictable income stream. Payments will also assist with the adequate maintenance and planned depreciation of expensive SAR assets.
2. NZSAR Council (Crown) funding to Coastguard NZ comprises existing general and specific components, and funding up to the maximum approved total for new initiatives.

Summary Table

Initiative	2020/21 \$ 000s	2021/22 \$000s	2022/23 \$000s	Outyears \$000s
Current Baseline	1,874	1,874	1,874	1,874
New Funding (up to)	3,018	3,138	3,018	0
Total Maximum Funding (up to)	4,892	5,012	4,892	1,874

3. Payments for each financial year will generally be in 4 quarterly payments (July, 1 October, 1 January, 1 March), unless the parties agree to amend this in writing. NZSAR will engage with Coastguard NZ to meet their organisational funding requirements and can reflect annual payments and payment changes in the Annual Letter.
4. Payments for all initiatives will be dependent on agreed plans, as per the requirements in the Schedules and described in the Annual Letter.
5. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the Coastguard NZ national body for SAR services. It is not intended that payments be used for the remuneration of Coastguard NZ volunteers, but Coastguard NZ may choose to use a portion for reimbursements and honoraria.

6. Coastguard NZ 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.
7. Coastguard NZ may, at its discretion, apply revenue obtained from the Crown under this Agreement to capability building such as depreciation, maintenance and training, as long as services are delivered as expected. All such payments must be clearly identified against budgeted initiatives.
8. Coastguard NZ acknowledges that the NZSAR Council funding principles apply to all expenditure of SLA funding and expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.
9. It is acknowledged that Coastguard NZ performs non-SAR functions with its people and assets. Coastguard NZ will ensure these non-SAR functions will not be funded through funding under this SLA.
10. Coastguard NZ also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc. Coastguard NZ will ensure it will not apply any funding under this SLA to matters being funded through these other sources.
11. Payments under this SLA are intended to support the availability of the search and rescue personnel and assets for Coordinating Authorities to use when and where they need them. It is expected that some of the payments will be directed at organisational overhead and compliance expenses with the remainder supporting the provision of the agreed SAR services. It is not intended that the payments will meet the full costs for the provision of the agreed SAR services as much of the infrastructure is already in existence and used for non-SAR purposes.
12. **Police Grants.** As part of the relationship agreement between the Coordinating Authorities and Coastguard NZ, NZ Police will pay Coastguard NZ an annual grant as described in the table below. Payments will be made on receipt of an invoice from Coastguard NZ.

NZ Police annual grants to Coastguard NZ for 2020/21-2022/23

To	How	Amount
Coastguard NZ	On invoice	\$50,000

SCHEDULE 6: HEALTH, SAFETY AND WELL-BEING

Health and Safety Outcomes

13. The Health and Safety at Work Act 2015 (HSWA) sets out the legislative requirements for Health and Safety which the Parties to this SLA are bound by for all activities.
14. Consistent with the values-based [or principles-based] focus of this SLA, the Coordinating Authorities are seeking a relationship where reporting and continually improving a range of agreed positive performance indicators (PPIs) ensure meaningful and future-oriented health and safety outcomes.
15. NZSAR seeks assurance through regular reporting they can have confidence in the maturity of Coastguard NZ's health and safety management system (HSMS)
16. As part of the relationship, Coastguard NZ demonstrates how Health and Safety is an important part of their organisation, and central to their relationship with all staff and volunteers.
17. Ensuring the well-being of all Coastguard NZ staff and volunteers is a desired Health and Safety outcome, and should be a key component in Coastguard NZ's HSMS.
18. Incident data can inform the PPIs, but reporting should demonstrate how incidents are assessed, and then influence or initiate changes to practices, training, policies, processes and equipment use (including procurement).

Health and Safety at Work Act 2015 (HSWA) obligations

19. All parties will comply with the relevant aspects of HSWA and any other relevant legislation, standards, and codes of practice.
20. Each 'Person Conducting a Business Undertaking' (PCBU), as reasonably practicable, owes a duty of care to staff and volunteers for all SAR related activities⁷, and must ensure the health and safety of other people is not put at risk from work carried out by the SLA partner
21. The PCBU's specific obligations, as is reasonably practicable, include providing:
 - 19.1 And maintaining a safe work environment, all equipment and facilities (including access)
 - 19.2 Information, training, monitoring and supervision to protect staff and volunteers from health and safety risks, and to prevent illness and injury.

Well-being Obligations

⁷ Includes SAR operations, SAR exercises, and training

22. Maintaining the well-being and mental health of Coastguard NZ's SAR people is the responsibility of Coastguard NZ. Coastguard NZ is expected to offer and provide well-being, grief and trauma⁸ counselling, and resilience training through the Coastguard NZ HSMS for all SAR people as required.

SAR Activities

23. SAR activities include Category 1 and Category 2 SAR operations, multi-SLA partner SAR exercises, SAR exercises, and SAR training.
24. If they feel Health and Safety is at risk, the Coordinating Authorities may abandon or suspend a SAR operation. An SAR partner may, in consultation with the Coordinating Authority, refuse or stop a SAR tasking they have been assigned if Health and Safety is at risk.
25. During a SAROP, the Parties may have overlapping duties of care. Each PCBU will work with all Parties to ensure the relevant HSWA obligations are met, to the extent it has the 'ability to influence and control the matter'. All the Parties will work together to ensure the health and safety of all involved in SAR operations.
26. Coastguard NZ will maintain a fit-for-purpose Health and a Safety Management System (HSMS) that can demonstrate how well H&S is being implemented and what is still required.

Relationship

27. As per the KPMG report (*'Review of Service Level Agreement' (Schedule 4) dated March 2020*), the SLA Parties, who are seeking to comply with the HSWA and generate a two-way relationship based on trust and reciprocity, will work together to consult, cooperate and coordinate on all H&S matters. This will include:
- 25.1 Attending, all NZSAR Strategic Occupational Health, Safety, and Wellbeing Committee meetings, and any other H&S meetings, conferences, or workshops as requested by NZSAR
 - 25.2 Provide H&S advice or comment to NZSAR and other SAR partners when Coastguard NZ considers benefit/knowledge could be gained
 - 25.3 Allowing the Coordinating Authorities at a mutually agreed time to verify any aspect of Coastguard NZ's HSMS
 - 25.4 A biennial independent audit of the Safety Management System with lessons learned and system changes made.
28. SAR partners will meet and collectively agree how to implement new H&S requirements into Health & Safety Management Systems.⁹

⁸ Note Trauma guidance has been developed for adoption and distribution by all SAR partners

⁹ Ie: new policies (an example would be fatigue management)

Reporting

29. An appropriate system of reporting that enables a two-way relationship will strengthen the parties' ability to work together on H&S is desirable. This will ensure regular sharing of H&S information, the ability to track and exchange H&S information, and provide assurance to the coordinating authorities the Safety Management System is working. This should include:
 - 29.1 Meeting with the coordinating authorities to agree a suite of positive performance indicators (PPIs) that will demonstrate Coastguard NZ's progress of H&S trends and improvements over time. The progress results of the PPIs above, with quantitative results and qualitative comments from Sections 3, 4, and 6 above, will form the basis of Coastguard NZ's 6-month reporting.
30. Provide the coordinating authorities with an annual associated plan to implement any H&S audit or independent verification recommendations. Reporting on the following to NZSAR every 6 months:
 - 30.1 All notifiable injury, illnesses, or events sustained in the course of SAR activities to WorkSafe NZ in line with statutory reporting requirements
 - 30.2 All notifiable injury, illnesses, or events sustained in the course of SAR activities as soon as possible after the event
 - 30.3 The number of health and safety incidents recorded over the past 12 months
 - 30.4 Any health and safety enforcement activity which has occurred over the past 12 months
 - 30.5 The number of people provided with health and safety training over the past 12 months
 - 30.6 The results of any internal or external health and safety independent verification or audits.
 - 30.7 Progress of the PPIs (referred to in Section 2) and associated qualitative comment.
31. Reporting any health, safety or well-being incident during or as a result of a SAR operation to the relevant coordinating authority.

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/>