

**JOINT SERVICE LEVEL AGREEMENT WITH  
SURF LIFE SAVING NEW ZEALAND  
FOR SEARCH AND RESCUE SERVICES**



**NEW ZEALAND  
POLICE**  
Ngā Pirihimana o Aotearoa



**SURF LIFE SAVING®**  
NEW ZEALAND

*Nō te rere moana Aotearoa*  
**MARITIME**  
NEW ZEALAND

**NEW ZEALAND  
SEARCH  
AND  
RESCUE**

Rapu Whakarauora Aotearoa

# **SURF LIFE SAVING NEW ZEALAND JOINT SERVICE LEVEL AGREEMENT**

for the provision of search and rescue outcomes and operations

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## **PARTIES**

**SURF LIFE SAVING NEW ZEALAND INCORPORATED**, an incorporated society established under the Incorporated Societies Act 1908 ("**SLSNZ**"),

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 is central to effective search and rescue operations
- B. The *New Zealand Search and Rescue Operational Framework* establishes the national framework for overall development, coordination, and improvement of 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 I<sup>1</sup> 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 1990<sup>2</sup>, 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 II<sup>3</sup> SAROPs within the NZSRR.
- G. SLSNZ provides, through its member Clubs (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, SLSNZ also engages with the public to provide water and recreation safety advice and information, medical assistance and advice, and support for incident control including communications. SLSNZ also undertakes a range of national administrative

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<sup>1</sup> See NZ Search and Rescue Operational Framework

<sup>2</sup> 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

<sup>3</sup> See NZ Search and Rescue Operational Framework.

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

- I. SLSNZ 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 section 2.1 and 2.2.
- J. The Government has chosen to invest in SLSNZ 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 in achieving 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 SLSNZ 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. SLSNZ 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 SLSNZ, 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 SLSNZ—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 SLSNZ (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 SLSNZ, 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 the SAR services to be provided and to ensure the Funding Principles are applied to achieve financial stewardship, collaboration and transparency.

#### **2.2 SLSNZ 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 for those in distress in coastal areas where SLSNZ has available resources;
- c) work jointly together with the other Parties and SAR sector partners around effective training for operational and non-operational SAR duties;
- d) provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations in New Zealand where SLSNZ have available resources;
- e) ensure the funds provided through this SLA contribute to achieving the NZSAR Council goals, and mitigate identified NZSAR Council risks;
- f) actively collaborate and work together with 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 SLSNZ volunteers to join and contribute to the organisation and work safely with them.

### **3. RELATIONSHIP MANAGEMENT**

- 3.1 The Parties agree this SLA is entered into with a view to maintaining and enhancing the existing harmonious and collaborative relationship to achieve the NZSAR Council's Goals.
- 3.2 The Parties agree to work collaboratively and co-operatively with SAR sector partners to seek sector wide efficiencies, work together to support shared services, and to support the combined SAR sector.
- 3.3 The Parties agree to work collaboratively and co-operatively with SAR sector partners to achieve the NZSAR Council's goals, mitigate identified NZSAR Council risks and share agreed performance information.
- 3.4 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 granular<sup>4</sup> 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 performance of SAR operational services by SLSNZ 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 SAR operation provided reasonable notice is given to SLSNZ.

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<sup>4</sup> 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.



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

#### **6. PAYMENT**

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

#### **7. NZSAR FUNDING PRINCIPLES AND REPORTING**

- 7.1 SLSNZ 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 SLSNZ 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 SLSNZ 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 SLSNZ performance reports and the review meetings throughout the year will inform the content of the next Annual Letter of Intent.
- 8.2 NZSAR and SLSNZ will undertake an annual review to discuss the progress made against the letter of Intent. NZSAR and SLSNZ 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 SLSNZ 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 SLSNZ 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 SLSNZ 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 SLSNZ'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 SLSNZ 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 considers 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 SLSNZ and the NZSAR Council.
- 10.2 Where the NZSAR Council has been notified by a Coordinating Authority as per Section 10.1 or considers on reasonable grounds that the SAR outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the NZSAR Council will as soon as practicable, notify SLSNZ
- 10.3 In accordance with the principles set out in Section 3, the Parties will use reasonable endeavors to resolve these matters to the satisfaction of the Parties.
- 10.4 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council or a Coordinating Authority still considers on reasonable grounds that either the SAR outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the Coordinating Authorities may:
  - a) require SLSNZ to remedy the deficiency at the SLSNZ'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 Parties. 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, SLSNZ will make a refund of funding paid or the NZSAR Council will provide a final invoice for payment by SLSNZ, 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 SLSNZ'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 SLSNZ 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 SLSNZ, 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 SLSNZ 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' communications should, where appropriate, note the contribution the parties all make towards the successful delivery of SAR outcomes.

### **14. INSURANCE AND POLICIES**

14.1 SLSNZ must ensure that it has in place the appropriate insurance policies required to protect volunteers and the activities undertaken by volunteers on behalf of SLSNZ, 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 SLSNZ 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, SLSNZ 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, SLSNZ 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 endeavors 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 endeavors 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 SLSNZ 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 SLSNZ warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place SLSNZ 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 SLSNZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by SLSNZ 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

### **Surf Life Saving New Zealand**

Name: Chief Executive Officer  
Address: Pelorus Sports House  
93 Hutt Park Road  
Lower Hutt 5010  
Fax number: 04 560 0400  
Telephone: 04 560 0335

#### **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 SLSNZ.
- 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, tsunamis, 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
  - g) it is an event for which the Party affected is or was directly responsible; or
  - h) that event is caused by any act or omission of a Party's personnel; or
  - i) 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.
- 27.17 **Rescue assets are defined as** club, region or SLSNZ owned equipment, including inflatable rescue boats (IRB), all-terrain vehicles (ATV), rescue boards, surf skis, and rescue tubes.
- 27.18 **Time of operation** is the length of time over which a service is provided (i.e. an IRB on the water). This excludes any travel, set-up or pack-up requirements.
- 27.19 **SLSNZ Response Manager** is a member of SLSNZ's staff, responsible for liaising with MNZ throughout an incident, and coordinating the response of Surf Life Saving Clubs.
- 27.20 **Surf Life Saving Club Response Manager** is responsible for the response of personnel from a Surf Life Saving Club (one per club).

**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

Occupation

Address

Signed by **SURF LIFE SAVING NEW ZEALAND INCORPORATED**

*P. Dalton*

Chief Executive Officer/Authorised Signatory

In the presence of:

*IR Macdonald*

Witness Signature

*IR MACDONALD*

Witness Name

*Consultant*

Occupation

*120A ESCAL RD 6012*

Address

Signed by **MARITIME NEW ZEALAND:**

*[Signature]*

Chairperson/Authorised Signatory

In the presence of:

*Susan Lister*

Witness Signature

*SUSAN LISTER*

Witness Name

*GOVERNANCE  
SUPPORT ADVISOR*

Occupation

*MNZ 1 GREY ST WELLINGTON*

Address

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

*P. Merri*

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 Services
2. Purchasing and Performance
3. Reporting, Tracking and Timing
4. Operational Support, Logistics and Funding rates
5. Payments
6. Health, Safety and Well-Being.

## SCHEDULE 1 RESPONSE AND SUPPORT SERVICES

1. SLSNZ 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 SLSNZ's best practices. As part of this, SLSNZ 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 SLSNZ advice to the Coordinating Authorities or other SAR providing partners on request
    - iii) **Incident Management Team (IMT).** The provision of appropriate 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. SLSNZ will provide the following **support services** to the Coordinating Authorities in aid of supporting, developing and maintaining SAR capability for New Zealand:
  - a) **Support Information:**
    - i) Current details of SLSNZ'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 biannually. Any changes to SLSNZ'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 SLSNZ provides a SAR response to a coordinating authority, and where SLSNZ 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 SLSNZ and the relevant Coordinating Authority,

SLSNZ will participate in and support joint SAR training exercises. Where appropriate SLSNZ will invite and include other SAR sector people in SLSNZ skill acquisition training. Costs for such training are to be managed by mutual agreement.

- c) **SAR meetings, workshops and working groups.** Appropriate SLSNZ 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 Schedules 2 and 3. This includes attending NZSAR Consultative Committee meetings, workshops and working groups and other NZSAR fora on agreement. Provision will be made to attend online or via phone conference when physical attendance is not possible.
- d) **Advice.** SLSNZ will provide specialist SLSNZ advice to the Coordinating Authorities or other SAR 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 SLSNZ through this agreement's 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 SLSNZ 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 SLSNZ 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 SLSNZ 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 SLSNZ to invest in project management and planning capability to ensure effective implementation of the initiative.
6. NZSAR will agree with SLSNZ the timing and funding for each initiative based on SLSNZ 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	General Reporting Required
1	General Funding:	<p><u>Funding:</u> Up to \$600,000 for 2020/21-2022/23, at \$200,000 per annum. \$200,000 for Outyears</p> <p><u>Purpose:</u> SLSNZ 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>SLSNZ is to develop a project plan for NZSAR agreement that:</p> <ul style="list-style-type: none"> <li>• <u>identifies</u> what the funding will be spent on and the associated budget for each initiative.</li> <li>• <u>identifies</u> whether any of these initiatives will be supported/supplemented from other revenue sources including the SLSNZ Foundation, and how much per initiative this will be</li> <li>• meets the information and data exchange reporting requirements where necessary.</li> </ul> <p><u>SLSNZ Reporting:</u></p> <ul style="list-style-type: none"> <li>• <u>Prepare</u> 6- and 12-month reports detailing what is being achieved/was achieved with the funding for each budget initiative identified. Include the budget to actuals and variance commentaries for each initiative.</li> <li>• Show annually the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul> <p>Through the Annual Letter of Intent, NZSAR will agree required annual and overall progress with SLSNZ 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. SLSNZ 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	Reporting Required
2	Powercraft maintenance workshops and annual safety licensing	<p><u>Funding:</u> Up to \$45,000 for 2020/21 - 2022/23 at \$15,000 per annum. Outyears at \$15,000.</p> <p><u>Purpose:</u> To provide 50% of the annual ongoing costs of annual licensing /certifying that SLSNZ's Inflatable Rescue Boats (IRB) and Rescue Water Craft (RWC) are safe to operate.</p> <p>Maritime NZ will assist in monitoring and evaluating the implementation of Powercraft workshops and audits.</p> <p><u>NZSAR Requirements:</u></p> <p>SLSNZ is to develop a project plan for NZSAR agreement that sets out:</p> <ul style="list-style-type: none"> <li>• how the fleet will be assessed – fleet size, location, frequency and number of assessments,</li> <li>• the results of the assessments – and associated responses to the assessments,</li> <li>• the measures that outline the expected and desired level of quality or pass rates.</li> </ul> <p><u>SLSNZ Reporting:</u> - monthly against the agreed plan. Provide qualitative comment on the IRB/RWC pass rate and any issues raised including SLSNZ responses. Advise of any IRB/RWC failure during training or operations and any future work to mitigate this.</p> <p>Show annually the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</p>

#	Initiative	Reporting Required
3	E-based SLSNZ volunteer learning programme	<p><u>Funding:</u> Up to \$300,000 for 2020/21 - 2022/23 only, at \$100,000 per annum.</p> <p><u>Purpose:</u> The purpose of the funding is to develop, commission and deliver an e-based SLSNZ volunteer learning programme.</p> <p><u>NZSAR Requirements:</u> SLSNZ is to develop a project plan for NZSAR agreement that sets out objectives, budget, and milestones, including:</p> <ul style="list-style-type: none"> <li>• showing how the materials developed will be made available and shared to other SAR partners under appropriate creative commons licensing</li> <li>• showing the linkages with the NZSAR training programme / framework</li> <li>• demonstrating how this aligns and contributes to the delivery of the SLSNZ Volunteer Strategy</li> <li>• outlining a balance of delivery with SAR volunteers and SLSNZ sport volunteers</li> <li>• showing how many volunteers will be trained over what period of time</li> <li>• demonstrating how will the course effectiveness be monitored</li> <li>• setting out how SLSNZ becomes a more resilient organisation and how this is measured</li> <li>• explaining and setting out SLSNZ expectations for impacting the retention of volunteers or attracting new ones as a result</li> <li>• showing engagement with other SAR partners to collaborate with training materials and how sharing of this programme can occur</li> <li>• showing how this programme will link to the 'advanced lifeguard training'</li> <li>• positioning how any lessons learned will be developed and disseminated.</li> </ul> <p><u>SLSNZ Reporting:</u> 6- and 12-monthly against the development and implementation plan for the programme, including:</p>

		<ul style="list-style-type: none"> <li>• milestones and costs</li> <li>• numbers trained (once the programme is implemented)</li> <li>• qualitative comments outlining how the volunteers are being better trained than before – describe any delivery efficiency measures</li> <li>• annual qualitative description of the progress, sector collaboration, progress of the ‘approval’ criteria above, and the focus for the following year</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
4	National Lifeguard/School SAR support	<p><u>Funding:</u> Up to \$45,000 for 2020/21 - 2022/23, at \$15,000 per annum. Outyears at \$15,000.</p> <p><u>Purpose:</u> To develop the material and to provide the courses to meet the training needs of the lifeguards for a specific three-day National SAR school course for specialising in SAR work and introducing the NZSAR training framework, extending CIMS training and providing search and body recovery protocols and techniques, and interagency SAREX ops.</p> <p><u>NZSAR Requirements:</u></p> <p>SLSNZ is to prepare a project plan for NZSAR agreement that sets out:</p> <ul style="list-style-type: none"> <li>• the objectives, development milestones, sector collaboration and costs</li> <li>• the number of volunteers trained</li> <li>• the way in which offers of places to SAR sector partners are decided.</li> </ul> <p><u>Reporting:</u> 6- and 12-monthly reports against implementation budget and milestones and progress against the NZSAR requirements. The NZSAR goals being achieved and the NZSAR risks being managed or contributed to by the initiative.</p>

#	Initiative	Reporting Required
5	SAR Call-Out App.	<p><u>Funding:</u> Up to \$50,000 for 2020/21-2022/23 only. Split into \$40,000 for 2020/21, \$5,000 for 2021/22, \$5,000 for 2022/23.</p> <p><u>Purpose:</u> Development of a customised SAR call out app, with ongoing annual license fees and support costs.</p> <p><u>Implementation and Delivery:</u> NZSAR and SLSNZ will explore options to make this a multi-SAR-agency project so the call out app can be developed for use by all SAR partners.</p> <p><u>Required:</u> With potential oversight (to be determined) from a multi-agency Governance Board, develop a Project Plan for NZSAR agreement including:</p> <ul style="list-style-type: none"> <li>• the multi-agency objectives of the app</li> <li>• appropriate management mechanism for the administration and distribution (including development and implementation)</li> <li>• collaboration mechanisms with SAR partners for sharing and operating the app including cost and responsibility sharing</li> <li>• app development and annual maintenance budget and costs</li> <li>• measures for availability of service and quality of performance</li> <li>• future development pathways, responsibilities, projected costs.</li> </ul> <p><u>Reporting:</u> The multi-agency Governance Board to report 6-monthly and 12-monthly to all project participants as to</p> <ul style="list-style-type: none"> <li>• progress against plan budget and milestones</li> <li>• qualitative reporting on the involvement and engagement with SAR partners and how they will use the app</li> <li>• the NZSAR goals being achieved and the NZSAR risks being managed or contributed to by the initiative.</li> </ul> <p><u>Once the app is implemented:</u></p>

	<ul style="list-style-type: none"> <li>• the results from the use of the app and the lessons learned</li> <li>• how the app will be refined</li> <li>• the numbers using the app</li> <li>• the operational performance of the app.</li> </ul>
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#	Initiative	Reporting Required
6	Volunteer Development Manager	<p><u>Funding:</u> Up to \$360,000 for 2020/21-2022/23 at \$120,000 per annum. Outyears \$120,000.</p> <p><u>Purpose:</u> To recruit a National Volunteer Development Manager to develop, deliver and maintain a SLSNZ Volunteer strategy.</p> <p><u>NZSAR SAR Requirements:</u> The role is expected to be part of an NZSAR network of volunteer managers from the SAR sector. The person will actively develop and participate in sector-focused volunteer recruitment and retention initiatives, which will be led by NZSAR.</p> <p>SLSNZ is to prepare a project plan for NZSAR agreement that includes:</p> <ul style="list-style-type: none"> <li>• NZSAR will agree the position description with SLSNZ in advance</li> <li>• ensuring the SLSNZ Volunteer strategy will address the SAR volunteer study recommendations and articulate links to other strategic partners.</li> <li>• the volunteer strategy should harmonise with other SAR agency volunteer strategies, and align/assist with NZSAR volunteer workstreams.</li> <li>• the position will provide agreed SLSNZ personnel metrics to NZSAR.</li> <li>• budget and milestone targets should include the volunteer profile over time and numbers increases over time across the sector.</li> <li>• NZSAR would like to ensure the pathways align to other SAR partners - Identification of what success looks like and measures in out-years to track this including uptake to other partners.</li> </ul> <p><u>SLSNZ Reporting:</u> 6- and 12-month progress report covering:</p> <ul style="list-style-type: none"> <li>• confirmation of recruitment of the manager and development of the plan of the role activity</li> <li>• progress of the development of and implementation of, the sector strategy and approach</li> <li>• progress of the strategy measures of success</li> <li>• the volunteering numbers and profile.</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
7	Volunteer Strategy development	<p><u>Funding:</u> Up to \$90,000 for 2020/21 - 2022/23 only, at \$30,000 per annum.</p> <p><u>Purpose:</u> Development of a Volunteer Strategy, which will include a diversity strategy for Māori and Pasifika engagement</p> <p><u>NZSAR Requirements Required:</u></p> <p>SLSNZ is to prepare a project plan for NZSAR agreement that includes:</p> <ul style="list-style-type: none"> <li>• engage Volunteer New Zealand to support the development of the strategy</li> <li>• the volunteer strategy should harmonise with other SAR agency volunteer strategies, and align with NZSAR volunteer workstreams</li> <li>• the SAR volunteer study recommendations should be addressed</li> <li>• include the measures and key performance indicators for the strategy</li> <li>• anticipated and expected volunteer numbers over time as a result of the strategy</li> <li>• the NZSAR goals being achieved and the NZSAR risks being managed or contributed to by the initiative</li> <li>• how will this relate to other Volunteer strategies and the measures being used to discuss and demonstrate success</li> </ul>

		<ul style="list-style-type: none"> <li>• outputs to be shared with SAR agency partners.</li> </ul> <p><u>Reporting:</u> Six monthly including:</p> <ul style="list-style-type: none"> <li>• budget and milestone progress of the strategy development</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
#	Initiative	Reporting Required
8	SAR Manager	<p><u>Funding:</u> Up to \$390,000 for 2020/21-2022/23 at \$130,000 per annum. Outyears \$130,000.</p> <p><u>Purpose:</u> To fund 100% of the Manager role to:</p> <ul style="list-style-type: none"> <li>• maintain and develop the SAR squads on a national basis</li> <li>• improve Governance and implementation</li> <li>• provide more operational support for the volunteers.</li> </ul> <p><u>NZSAR Requirements:</u></p> <p>SLSNZ is to prepare a project plan for NZSAR agreement that sets out what is planned to be provided through this role and how it relates to the General Funding already provided.</p> <ul style="list-style-type: none"> <li>• NZSAR to engage and agree with SLSNZ on the position description content and development.</li> <li>• Include the key parts of the role and the annual budget associated with this.</li> <li>• The role should assist with agreed NZSAR projects and initiatives.</li> </ul> <p><u>SLSNZ Reporting:</u> 6- and 12-monthly reports on progress of how the SAR squads are being improved from a baseline prior to the funding, outline successes achieved, and report on contributions to NZSAR projects. Annually, the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</p>
9	Fundraising Manager	<p><u>Funding:</u> Up to \$150,000 for 2020/21 - 2022/23 only, at \$50,000 per annum.</p> <p><u>Purpose:</u> To fund 50% of the new Fundraising Manager's role to build organisational capacity and be self-sustaining in the three-year period.</p> <p><u>NZSAR Requirements:</u></p> <p>SLSNZ is to prepare a project plan for NZSAR agreement that includes:</p> <ul style="list-style-type: none"> <li>• agreement of the positioned description with SLSNZ</li> <li>• the SLSNZ fundraising key performance indicators metrics that will identify and demonstrate success (annually)</li> <li>• how sustainability will be achieved through the period and what are the outyear implementation and \$ targets for sustainability to be maintained and achieved.</li> <li>• the role should assist with agreed NZSAR projects and initiatives.</li> </ul> <p><u>SLSNZ Reporting:</u> 6- and 12-month reporting to include:</p> <ul style="list-style-type: none"> <li>• progress against the implementation milestones, \$ target milestones</li> <li>• annual update the key performance indicator progress</li> <li>• annual qualitative assessment of progress to reach sustainability</li> <li>• how any issues that may impact success are being managed</li> <li>• the NZSAR goals being achieved and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>

#	Initiative	Reporting Required
10	PLBs for SAR squads	<p><u>Funding:</u> Up to \$95,000 for 2020/21-2022/23, split into \$75,000 for 2020/21, \$10,000 for 2021/22, \$10,000 for 2022/23. Outyears \$10,000.</p> <p><u>Purpose:</u> Purchase of Personal Locator Beacons for SAR squads.</p> <p><u>NZSAR Requirements:</u></p> <p>SLSNZ is to prepare a project plan for NZSAR agreement that sets out:</p> <ul style="list-style-type: none"> <li>• how purchases will be made (i.e. the procurement plan and any competitive tender process)</li> <li>• why initiative costs are based on ResQLink Model PLB-375 Personal Locator Beacon and what other options exist</li> <li>• outline how the units will be distributed across SAR squads.</li> <li>• the registration of the units and to ensure the units are all regularly maintained to operational standard.</li> </ul> <p><u>SLSNZ Reporting:</u> 6-monthly and annually:</p> <ul style="list-style-type: none"> <li>• how many have been distributed</li> <li>• the costs of the units (compared to the expected \$283.10),</li> <li>• how many have been registered,</li> <li>• qualitative and quantitative assessment/repot on how the units have performed</li> <li>• lessons learned through the procurement process</li> <li>• the NZSAR goals being achieved and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>



## 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
11	National Digital Radio Network	<p><u>Funding Requested:</u> Up to \$1,660,000 for 2020/21-2022/23 only, split into \$680,000 for 2020/21, \$560,000 for 2021/22, and \$420,000 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> Funding (100%) to complete the SLSNZ Digital Radio Network and improve the radio coverage of Northern and Eastern regions by converting the national radio network from analogue to digital.</p> <p><u>NZSAR Requirements:</u> SLSNZ to agree and complete a Business Case with NZSAR<sup>5</sup>, RCCNZ and Police that:</p> <ul style="list-style-type: none"> <li>• agrees support from the coordinating authorities</li> <li>• demonstrates the options that will provide the SAR squads the ability to communicate with each other during critical incidents, and the preferred solution</li> <li>• shows what is proposed to be purchased and the budget</li> <li>• explains the organisational and sector benefits and how they will be measured</li> <li>• identifies project milestones</li> <li>• outlines how project risks will be managed and identifies the NZSAR risks being managed</li> <li>• engages the STWG (L) and MNZ / Kordia maritime radio communications for input/coordination</li> <li>• examines whether the shared room concept could be extended to other SAR partners</li> <li>• outlines the NZSAR goals being achieved and the NZSAR risks being managed</li> <li>• the go and no/go decision point and criteria</li> <li>• once completed, meet with the coordinating authorities to agree next steps.</li> </ul> <p><u>SLSNZ Reporting:</u></p> <ul style="list-style-type: none"> <li>• Business Case development: progress reported to NZSAR including timeline and costs progress</li> <li>• Business Case development: Quarterly for budget, milestone progress and risk issues</li> <li>• Business Case development: Quarterly for detailed qualitative and quantitative progress</li> <li>• National Digital Radio Network reporting: As per agreed business case recommendations.</li> </ul>

<sup>5</sup> Note that NZSAR will also consult with AREC and Ambulance Services as well.

#	Initiatives	Specific Reporting Required
12	National SLSNZ and Surf Life Saving Operations and Communications Room	<p><u>Funding Requested:</u> Up to \$520,000 for 2020/21-2022/23 only. Split into \$188,000 for 2020/21, \$175,000 for 2021/22, \$157,000 for 2022/23.</p> <p><u>Funding Contingent Approved:</u> 2020-21 Up to \$188,000 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 scope out and develop an interagency and collaborative approach with SLSNZ to create a 100% funded National Operations &amp; Communications room at the Marine Rescue Centre, Auckland.</p> <p><u>NZSAR Requirements:</u></p> <p>SLSNZ is to prepare the Business Case collaboratively with Coastguard NZ for NZSAR agreement which will:</p> <ul style="list-style-type: none"> <li>• agree support from the two coordinating authorities and Coastguard NZ</li> <li>• outline the rationale for establishing the room and how it adds value over the existing ECC function</li> <li>• identify proposed benefits of the room and the associated key performance indicators</li> <li>• identify the measures of success and what does success look like in outyears</li> <li>• include a budget with itemised costs and milestones</li> <li>• outline the relationship to, and how it adds value to the proposed SLSNZ callout app</li> <li>• identify the NZSAR goals being contributed to and the NZSAR risks being managed</li> <li>• examine whether the shared room concept could be extended to other SAR partners and what the implications would be</li> <li>• decision criteria for progressing to full implementation</li> <li>• once completed, meet with the coordinating authorities to agree next steps and agreement.</li> </ul> <p><u>SLSNZ Reporting:</u></p> <ul style="list-style-type: none"> <li>• Business Case development: progress reported to NZSAR including timeline and costs progress</li> <li>• Business Case development: Quarterly for budget, milestone progress and risk issues</li> <li>• Business Case development: Quarterly for detailed qualitative and quantitative progress</li> <li>• Operations and Communications Room reporting: As per agreed business case recommendations.</li> </ul>

#	Initiatives	Specific Reporting Required
13	Volunteer H&S App	<p><u>Funding: Requested:</u> Up to \$225,000 for 2020/21-2022/23 only, at \$75,000 per annum.</p> <p><u>Funding Contingent Approved:</u> Up to \$75,000 for 2020/21 to develop the implementation plan.</p> <p style="padding-left: 40px;">Subject to MOT approval of the implementation plan: Up to \$75,000 for 2021/22, Up to \$75,000 for 2022/23</p> <p><u>Purpose:</u> For SLSNZ volunteers to overcome underreporting of H&amp;S incidents as recommended by Volunteer New Zealand (100% funding for development in Year 1 and full licensing costs thereafter).</p> <p><u>NZSAR Requirements:</u></p> <p>SLSNZ is to agree a plan with NZSAR to implement the app. The Project Plan will be developed from the Year 1 approved funding, and will include:</p> <ul style="list-style-type: none"> <li>• shared cost development with the SAR Call-Out app (initiative above)</li> <li>• how sector collaboration can/will occur and how the app can be shared with the sector</li> <li>• the development timeline, budget, procurement approach, ongoing license costs, reporting measures</li> <li>• the training to use the app</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative</li> <li>• the decision criteria for NZSAR to agree to full implementation.</li> </ul> <p><u>SLSNZ Reporting:</u> Quarterly including:</p> <ul style="list-style-type: none"> <li>• Quarterly budget and milestone progress against the project plan</li> <li>• 6-monthly qualitative comment on progress.</li> </ul>

### SCHEDULE 3 REPORTING TRACKING AND TIMING

The table includes all funded items<sup>6</sup>. The table reflects all activity and reporting frequency so SLSNZ and NZSAR can track reporting over time.

- a) SLSNZ will provide reports to the NZSAR Secretariat, on a quarterly and annual basis, for monitoring and performance measurement purposes.
- b) Quarterly<sup>7</sup> reports will focus on operational information and associated messaging.
- c) 6-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 Table 4 below.

Table Four			
#	Initiative	Reporting Frequency and audience	Report recipient
14	Reply to Letter of Intent	By 20 working days prior to 1 July	NZSAR Council
15	<p>SLSNZ led Reporting</p> <ol style="list-style-type: none"> <li>i. A quarterly summary of non-SAROP activity SLSNZ conducts at the request of Civil Defence and Emergency Management (CDEM) or MPI. This SLSNZ activity is not that which is typically authorised by a Coordinating Authority.</li> <li>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;</li> <li>iii. Updates about organisational information;</li> <li>iv. SLSNZ will report on participation at SAR related meetings, forums and events;</li> <li>v. SLSNZ will report on national level exercises, training and meetings with relevance to the SAR sector</li> <li>vi. SLSNZ will identify and share with the NZSAR Secretariat any 'lessons' identified by SLSNZ as a result of SAROPs, training, or SAREXs on occurrence and as they are available.</li> </ol>	Quarterly	NZSAR Secretariat
16	<p>SAR Organisational Human Resource information</p> <ul style="list-style-type: none"> <li>• SLSNZ 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</li> <li>• SLSNZ will provide the Volunteer Data Information, as per the agreement requirements</li> </ul>	To be agreed as part of the agreed Data Standard	NZSAR Secretariat
17	<p>SAR activity information</p> <p>Provide the SAR Coordinating Authority information about SLSNZ resources placed on standby or deployed during a SAR incident, when SLSNZ has not been invited to complete SARdonyx collaboration. Information to be provided:</p>	Within 5 days post SAR incident involving SLSNZ	Coordinating Authority

<sup>6</sup> Including funded items continuing from 2017-20 and the new 2020-23 funded items

<sup>7</sup> 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"> <li>• SLSNZ Club</li> <li>• type of use (standby or deployed) by Club</li> <li>• total volunteer numbers by Club</li> <li>• total volunteer hours by Club</li> <li>• any health, safety &amp; well-being incident that occurred during the SAR operation.</li> </ul> <p>The Coordinating Authorities are obligated to utilize this information in the completion of their SARdonyx report.</p>		
18	<p>Resource Database Reporting</p> <ul style="list-style-type: none"> <li>• SLSNZ will advise the NZSAR Secretariat in writing annually that it has met its quarterly update obligations and audited the SLSNZ information contained within the Online NZSAR Resources Database for accuracy.</li> <li>• SLSNZ (National body) will ensure the Resources Database (by Clubs) is updated quarterly to ensure it is accurate and up-to-date.</li> <li>• SLSNZ will identify a dedicated point of contact for the coordinating authorities to engage with re the Resources Database.</li> </ul>	<p>Annual: Within 10 working days of 30 June.</p> <p>6-monthly or where significant change occurs within 30 days</p> <p>Annual</p>	NZSAR Secretariat
19	<p>Financial Information Report following Audit</p> <p>SLSNZ 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 the below and agreement as to how these can be completed and each SALA partners autonomy to do this:</p> <p>Financial Reports and Assurance that:</p> <ul style="list-style-type: none"> <li>• Demonstrate that the SLA partner has complied with the required financial reporting under the appropriate Act (Incorporated Societies Act, Charities Act, etc.)</li> <li>• 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</li> <li>• Affirm the SLA partner has complied with their written financial procedures.</li> <li>• Provide assurance the accounts are completed correctly (as per the legal requirements of the XRB &amp; Charities Services)</li> <li>• Provide assurance the SLA partner has followed and applied their written financial procedures throughout the year</li> <li>• Provide assurance the SLA partner has met the requirements of the appropriate Act(s) (i.e. that the NGO has not been deregistered)</li> <li>• 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)</li> </ul>	Annually after ratification at the AGM.	NZSAR Secretariat

Table Four

#	Initiative	Reporting Frequency and audience	Report recipient
	<p>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.</p> <ul style="list-style-type: none"> <li>• A summary of the whole of organisation income for the year (so we have more clarity about the funding volatility for the sector)</li> <li>• 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.</li> </ul> <p>Existing</p> <ol style="list-style-type: none"> <li>i. An Annual Report or equivalent, including the audited annual financial statements.</li> <li>ii. A copy of the finalised funding investment key performance indicators within four weeks of the effective date of this SLA;</li> <li>iii. An annual update of the fundraising investment key performance indicators at the end of each financial year of this SLA;</li> <li>iv. A summary qualitative and quantitative report outlining the effectiveness of the NZSAR Council fundraising investment as at 30 June 2020.</li> </ol>		
20	Reports against the 'General Funding Section and Items' in Schedule 2	As per the table	NZSAR Secretariat
21	Reports against the 'Specific Funding Section and Initiatives' in Schedule 2	As per the table	NZSAR Secretariat
22	Reports against the Contingent Funding Initiatives' in Schedule 2	As per the table	NZSAR Secretariat
23	Reports against the Health and Safety Requirements' in Schedule 6	6-monthly	NZSAR Secretariat
24	<p>Meetings</p> <ol style="list-style-type: none"> <li>a) SLSNZ is expected to maintain and provide through the Annual Letter, or as soon as practicable after, the SLSNZ meeting information for the year (dates, times, durations, likely invitees)</li> <li>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).</li> <li>c) SLSNZ will invite the parties to this agreement and SAR sector partners to attend its Annual General Meeting (AGM).</li> <li>d) SLSNZ will engage with SAR sector partners to ensure their AGMs are not held on the same day.</li> </ol>	Quarterly	NZSAR Secretariat
25	SLSNZ will nominate relevant SLSNZ members for the NZSAR awards appropriate	As required and requested	NZSAR Secretariat
26	Local Exercises and Local meetings: SLSNZ 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 OPERATIONAL SUPPORT, LOGISTICS AND FUNDING RATES**

A separate agreement attached to this SLA between SLSNZ and the Coordinating Authorities will include any agreed operational payment rates. SLSNZ 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 SLSNZ 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 SLSNZ 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	200	200	200	200
New Funding (up to)	1,518	1,285	1,127	290
Total Maximum Funding (up to)	1,718	1,485	1,327	490

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 SLSNZ 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 SLSNZ national body for SAR services. It is not intended that payments be used for the remuneration of SLSNZ volunteers but SLSNZ may choose to use a portion for reimbursements and honoraria.
6. SLSNZ 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. SLSNZ 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. SLSNZ 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 SLSNZ performs non-SAR functions with its people and assets. SLSNZ will ensure these non-SAR functions will not be funded through funding under this SLA.
10. SLSNZ also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc. SLSNZ 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.

## **SCHEDULE 6: HEALTH, SAFETY AND WELL-BEING**

### **Health and Safety Outcomes**

1. 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.
2. 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
3. NZSAR seeks assurance through regular reporting they can have confidence in the maturity of SLSNZ's health and safety management system (HSMS)
4. As part of the relationship, SLSNZ demonstrates how Health and Safety is an important part of their organisation, and central to their relationship with all staff and volunteers.
5. Ensuring the well-being of all SLSNZ staff and volunteers is a desired Health and Safety outcome, and should be a key component in SLSNZ's HSMS.
6. 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**

7. All parties will comply with the relevant aspects of HSWA and any other relevant legislation, standards, codes of practice.
8. Each 'Person Conducting a Business Undertaking' (PCBU), as reasonably practicable, owes a duty of care to staff and volunteers for all SAR-related activities<sup>8</sup>, and must ensure the health and safety of other people is not put at risk from work carried out by the SLA partner.
9. The PCBU's specific obligations, as is reasonably practicable, includes providing:
  - 9.1 And maintaining a safe work environment, all equipment and facilities (including access)
  - 9.2 Information, training, monitoring and supervision to protect staff and volunteers from health and safety risks, and to prevent illness and injury

### **Well-being Obligations**

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<sup>8</sup> Includes SAR operations, SAR exercises, and training

10. Maintaining the well-being and mental health of SLSNZ's SAR people is the responsibility of SLSNZ. SLSNZ is expected to offer and provide well-being, grief and trauma<sup>9</sup> counselling, and resilience training through the SLSNZ HSMS for all SAR people as required.

### **SAR Activities**

11. SAR activities include Category 1 and Category 2 SAR operations, multi-partner SAR exercises, SAR exercises, and SAR training.
12. If they feel Health and Safety is at risk, the Coordinating Authorities may abandon or suspend a SAR operation. A 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.
13. 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.

SLSNZ 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**

14. 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:
  - 14.1 Attending all NZSAR Strategic Occupational Health, Safety, and Well-being Committee meetings, and any other H&S meetings, conferences, or workshops as requested by NZSAR.
  - 14.2 Provide H&S advice or comment to NZSAR and other SAR partners when SLSNZ considers benefit/knowledge could be gained
  - 14.3 Allowing the Coordinating Authorities at a mutually agreed time to verify any aspect of SLSNZ's HSMS
  - 14.4 A biennial independent audit of the Safety Management System with lessons learned and system changes made.
15. SAR partners will meet and collectively agree how to implement new H&S requirements into Health & Safety Management Systems.<sup>10</sup>

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<sup>9</sup> Note Trauma guidance has been developed for adoption and distribution by all SAR partners

<sup>10</sup> I.e.: new policies (an example would be fatigue management)

## Reporting

16. 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:
  - 16.1 Meeting with the coordinating authorities to agree a suite of positive performance indicators (PPIs) that will demonstrate SLSNZ'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 SLSNZ's 6-month reporting.
17. 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:
  - 17.1 All notifiable injury, illnesses, or events sustained in the course of SAR activities to WorkSafe NZ in line with statutory reporting requirements
  - 17.2 All notifiable injury, illnesses, or events sustained in the course of SAR activities as soon as possible after the event
  - 17.3 The number of health and safety incidents recorded over the past 12 months
  - 17.4 Any health and safety enforcement activity which has occurred over the past 12 months
  - 17.5 The number of people provided with health and safety training over the past 12 months
  - 17.6 The results of any internal or external health and safety independent verification or audits.
  - 17.7 Progress of the PPIs (referred to in Section 2) and associated qualitative comment.
18. 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	<b>Integrated sector:</b> To improve services and mitigate risk through an integrated collective cross-culture SAR sector, which is supported by policies, processes, safe SAR practice, and ongoing understanding of the SAR system. Funding models are diversified.
Efficient and sustainable SAR organisations	<b>Effective SAR services:</b> Delivered by high performing, sustainably funded SAR organisations that are fit-for-purpose, and responsive to change. Also aim to: <ul style="list-style-type: none"> <li>• improve SAR system data quality and access</li> <li>• improve technology for SAROPs.</li> </ul>
Capable SAR people	<b>Maximise Capability:</b> Appropriate training can be accessed and coordinated. Knowledge sharing will improve volunteer worker engagement, skills, health & safety and SAROP standard practices.
SAR prevention	<b>Reduce number and severity of SARs:</b> Lead SAR preventative strategies. Facilitate more prevention activities and coordination. An informed responsible and skilled public.

## APPENDIX TWO: NZSAR FUNDING PRINCIPLES

Link: <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/>

