

OIA-2017-2613

16 January 2017

Alex Hill

fyi-request-5119-3df91ba0@requests.fyi.org.nz

Dear Alex

I refer to your email of 21 December 2016 requesting, under the Official Information Act 1982 (OIA):

...all agreements, including but not limited to Memorandums of Understanding, letters of understanding, contracts etc., between the New Zealand Defence Force and the New Zealand Police from 2010 onwards.

Please find enclosed the Memorandum of Understanding between the New Zealand Defence Force and the New Zealand Police. Annexes A, C, D, G, I and J are withheld under section 6(a) of the OIA, to avoid prejudice towards the security or defence of New Zealand. Annexes B and H are yet to be issued, and therefore cannot be provided. These are living documents, subject to ongoing change and review.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review my response to your request.

Yours sincerely



G.R. SMITH

Commodore, RNZN
Chief of Staff HQNZDF



New Zealand
POLICE
Nga Pirihimana O Aotearoa



New Zealand
**DEFENCE
FORCE**
Te Ope Kātua O Aotearoa



RELEASED UNDER THE
OFFICIAL INFORMATION ACT 1982

MEMORANDUM OF UNDERSTANDING
Between the New Zealand Defence Force and the New Zealand Police

JUNE 2014

THIS MEMORANDUM OF UNDERSTANDING is made on the 4th day of June 2014.

BETWEEN New Zealand Defence Force

AND New Zealand Police

INTRODUCTION

1. This Memorandum of Understanding (MOU) reflects the long history of cooperation between the New Zealand Defence Force (NZDF) and New Zealand Police (NZ Police), hereinafter referred to as the "Participants". It establishes and codifies simple, standardised procedures by which each participant offers support.
2. The NZDF is established and regulated under the Defence Act 1990, Armed Forces Discipline Act 1971 and Defence Regulations 1990.
3. The NZ Police is regulated by the Policing Act 2008 and Policing Regulations 2008.
4. This MOU reflects the Participants' long history of cooperation for the benefit of the Government and people of New Zealand, with the agencies working together constructively where required and appropriate. This support has taken the form of assistance to training and operations, and provision of resources.
5. This MOU replaces the previous MOU signed on 15 April 2010 and includes Annexes that cover current areas of cooperation.

DEFINITIONS

6. The following definitions apply to this MOU and the Annexes to this MOU:
 - a. **Operations** Military or NZ Police action to achieve a strategic, operational or tactical mission in support of law enforcement output classes or military outputs required by the Government of New Zealand (GONZ). NZDF outputs, in the main, comprise the capabilities resident in force elements.
 - b. **Training** NZDF or NZ Police activity designed to assist in the achievement of capabilities that prepare Service personnel and members of the Police for Operations. Both Participants engage in training to enable them to achieve designated outputs required by the GONZ. The expectation is that each Participant will assist the other to acquire requisite skills and training, where appropriate.

MUTUAL PROVISION OF SUPPORT TO OPERATIONS

7. Support by the NZDF to NZ Police falls under two broad provisions in the Defence Act 1990. Section 9(4) of the Defence Act 1990 concerns situations where police powers are granted to NZDF personnel in times of emergency. The NZDF may provide operational or logistic support to the NZ Police to perform any public service or to provide assistance to the civil

power in times of emergency pursuant to section 9(1) of the Defence Act 1990. NZDF may also be called upon to exercise powers granted by other legislation such as the Crown Minerals Act 1991. Any support will also be consistent with the Crimes Act 1961 and any other applicable statutes, such as the Search and Surveillance Act 2012.

8. Ministerial approval¹ may be required, in exceptional circumstances, for requests for support that may require the use of classified or sensitive capabilities, or for requests that are likely to endanger personnel or risk significant damage to assigned assets or the Participant's reputations. Participants will advise of such instances and will seek to obtain appropriate approvals if such support is intended to be provided.
9. Provision of support should not negatively impact upon the providing Participant's own output without Chief of Defence Force (CDF) or Commissioner of Police approval. In some instances, this may require Ministerial approval. Provision of support to training activities will be governed by the operational capabilities as laid out in the NZDF Output Plan and NZ Police Statement of Intent.
10. Each Participant will ensure that its respective health and safety obligations are met during the conduct of any training or operations undertaken in respect of this MOU.

REQUESTS FOR SUPPORT

11. A flow chart has been developed, at Appendix 1 to the MOU to provide generic direction for the provision of operational support by the Participants. Apart from paragraph 12 below, all requests for support are to be raised and authorised through the following national headquarters:
 - a. NZDF – HQNZDF, Assistant Chief of Strategic Commitments and Intelligence (AC SCI).
 - b. NZ Police – NZ Police National Headquarters, Assistant Commissioner Response and Operations.
12. The following matters do not need to be staffed through national headquarters:
 - a. Provision of Logistic Support (Annex C);
 - b. Provision of Explosive Ordnance Disposal (EOD) Support (Annex D);
 - c. Provision and Use of Weapons Ranges (Annex F);
 - d. Provision of Investigative support (Annex H, which is yet to be issued);
 - e. Provision of Communications Equipment for the use on the NZ Police Radio Network (Annex I);
 - f. Provision of Underwater Search (Annex J, yet to be issued);

¹ Whilst not necessary pursuant to Defence Act s.9, such prior approval provides a basis for subsequently seeking Ministerial certificate claiming public interest immunity in the event of the disclosure of NZDF classified capabilities being sought in proceedings.

- g. Category One Search and Rescue requests; and
- h. Other areas of support to operations that have been approved in the Annexes to this MOU.

13. Once respective national headquarters approval has been given to provide support, direct liaison authority (DIRLAUTH) will be granted between local NZ Police and NZDF points of contact. These points of contact will be assigned by the providing Participant in correspondence advising approval for the specific support which is being requested.

NZDF SUPPORT TO NZ POLICE

General Operations

14. NZDF may provide operational and logistic support to general NZ Police operations on a case-by-case basis. Policy guidance with respect to logistic support is further explained in Annex C. Operational and logistic support may include, by way of example: the use of an NZDF platform or personnel in the tactical resolution of an incident, force elements to support outer cordon, transport (sea, land, and air), catering, the provision of accommodation and stores, communications support, and medical support.
15. Any support to NZ Police operations by the NZDF will be subject to the lawful authority of the NZ Police in accordance with applicable legislation. Requests for NZDF support are, unless this MOU specifies otherwise, to use Appendix 2 to this MOU.

Support to NZ Police Led Category One Search and Rescue Operations

16. NZ Police are the coordinating Authority for all Category One Search and Rescue (SAR) operations². Requests for NZDF support to Category One Police SAR operations are to be made directly to the Headquarters Joint Forces New Zealand (HQJFNZ). Airborne SAR operations are normally provided by commercial contract except where NZ Police seeks specific NZDF support³. One helicopter is available at 2 hours notice for general emergency response.

Counter Terrorist Operations

17. Terrorist activities that occur within NZ are a criminal act and as such, the NZ Police hold the primary responsibility for counter terrorism operations within New Zealand. There may be situations in which NZ Police requires support from the NZDF to assist in resolving a terrorist incident. To meet the general risk of a terrorist attack, the GONZ has directed that the NZDF and NZ Police maintain a counter terrorist capability for employment in New Zealand.

² Category One Search and Rescue is an Operation coordinated at the local level; including land operations, subterranean operations, river, lake and inland waterways operations and close to the shore operations.

³ Historically, NZDF have provided up to 60 hours of helicopter flying in support of Category One SAR. Typically, support provided has been around insertion and extraction of search team where the larger capacity of NZDF helicopter resources can be more efficient and also for the extraction of bodies in accordance with Defence Force Orders.

18. A detailed Implementing Arrangement concerning the provision of NZDF Assistance to NZ Police in times of a domestic emergency requiring a counter terrorist response is provided at Annex A.

Granting of NZ Police Powers to Members of the NZDF

19. The vast majority of operational support tasks performed by the NZDF for the NZ Police are possible without the need for the Commissioner or Deputy Commissioner of Police to seek Prime Minister or Senior Ministerial authority to grant police powers to members of the NZDF. In such support roles members of the NZDF are not exercising police powers or the powers of a constable.
20. Should an emergency require an autonomous exercise of police powers by NZDF personnel, such as in a counter terrorism operation as described in Annex A, approval is required in accordance with the provisions of section 9(4) of the Defence Act 1990. NZDF Personnel cannot be employed in any direct front line policing function unless specifically authorised by the Prime Minister or, if the Prime Minister is unavailable, the next most senior Minister available. The assistance provided by the NZDF must also be at the request of the member of the NZ Police who is in charge of the operation in respect of the emergency.⁴
21. Whenever possible, NZDF personnel used in any role involving the maintenance of law and order and requiring the exercise of powers available to NZ Police employees, will be accompanied by NZ Police employees.

NZ POLICE SUPPORT TO NZDF

General Operations

22. The NZ Police may provide operational support to the NZDF across a range of areas, particularly where the NZ Police are considered the subject matter experts. Such assistance may include repatriation of deceased personnel and advice on criminal investigations. The nature and scope of any potential assistance will be mutually determined between the Participants.

IMPLEMENTING ARRANGEMENTS

23. The Participants mutually determine that from time to time they will develop Implementing Arrangements relating to specific procedures and activities which will be attached to this MOU as Annexes. New arrangements or protocols will supersede existing arrangements or protocols. With the exception of Annex A, additional Annexes may be signed by the Assistant Commissioner Response and Operations for NZ Police and the AC SCI for NZDF.
24. Implementing Arrangements will be reviewed every three years, unless mutually determined otherwise, in line with the review of this MOU.

⁴ The granting of authority to members of the armed forces to exercise powers that are available to members of the Police is not an absolute authority for members of the armed forces to autonomously exercise all police powers in the manner of their own choosing. Section 9(5) of the Defence Act requires the armed forces, notwithstanding a section 9(4) authorisation, to act at the request of the Police in respect of the exercise of those powers.

SHARING OF INFORMATION

25. NZDF and NZ Police will continue to develop and implement strategies to share information, subject to legislative requirements (such as the Privacy Act 1993), to improve cooperation on all matters of mutual interest including classified intelligence.

VARIATION

26. This MOU and Annex A can only be modified in writing and duly signed by the Commissioner of Police and Chief of Defence Force on behalf of the Participants.

DIFFERENCES

27. All differences between the Participants about the interpretation or performance of this MOU will, first, be attempted to be resolved at the earliest opportunity by local representatives or managers.
28. When matters cannot be resolved at the local level they will be referred to AC SCI and the Assistant Commissioner Response and Operations.
29. If differences cannot be resolved between AC SCI and the Assistant Commissioner Response and Operations within 28 days of referral, then the matter will be referred, in writing, to CDF and the Commissioner of Police for final resolution.
30. The Participants will resolve any disputes arising under the MOU by discussion and co-operation and will not refer any difference to any third party.

COSTS

31. Unless the Participants mutually determine otherwise, e.g. as described in the various Annexes, the cost of meeting the provisions of this MOU will be met by the Participant incurring the cost.
32. Any mutually determined cost reimbursement between the Participants will normally be made on the basis of the recovery of marginal costs.
33. In the event of wilful or negligent acts or omissions by personnel of one Participant directly or indirectly causing loss or damage to equipment or facilities of the other Participant, the Participants will consult together on the basis that the Participant which has suffered actual and/or foreseeable loss or damage will be put in the position it would have been in had the wilful or negligent acts or omissions not occurred.

STATUS OF THIS MOU AND IMPLEMENTING ARRANGEMENTS

34. The following applies to this MOU and subordinate Implementing Arrangements (unless the Implementing Arrangement concerned specifically states otherwise):
 - a. The effect date is the date of the last signature, and will continue to be in effect until termination;

- b. A review is to be conducted every three years and amendments can be made in writing by mutual determination of the Participants;
- c. Termination can take place immediately by either Participant on the giving of written notification;
- d. The most recent version supersedes and cancels all previous versions; and
- e. There is no intention to create any rights, duties, or obligations under applicable domestic law.

PARTICIPANTS' REPRESENTATIVES

35. The Participants specified addresses, facsimile numbers and Participant representatives are:

NEW ZEALAND DEFENCE FORCE **Assistant Chief of Strategic Commitments and Intelligence**
Address: Headquarters New Zealand Defence Force
Freyberg House
Aitken Street
Private Bag
Wellington
Telephone: 04 439 6600

NEW ZEALAND POLICE **Assistant Commissioner Response and Operations**
Address: Police National Headquarters
180 Molesworth St
PO Box 3017
Wellington
Telephone: 04 474 9467

SIGNED at Wellington for and on behalf of the NZDF and the NZ Police



T.J. KEATING
Lieutenant General
Chief of Defence Force

Dated this 4 day of June 2014



M. BUSH
Commissioner of Police
New Zealand Police

Dated this 4 day of June 2014

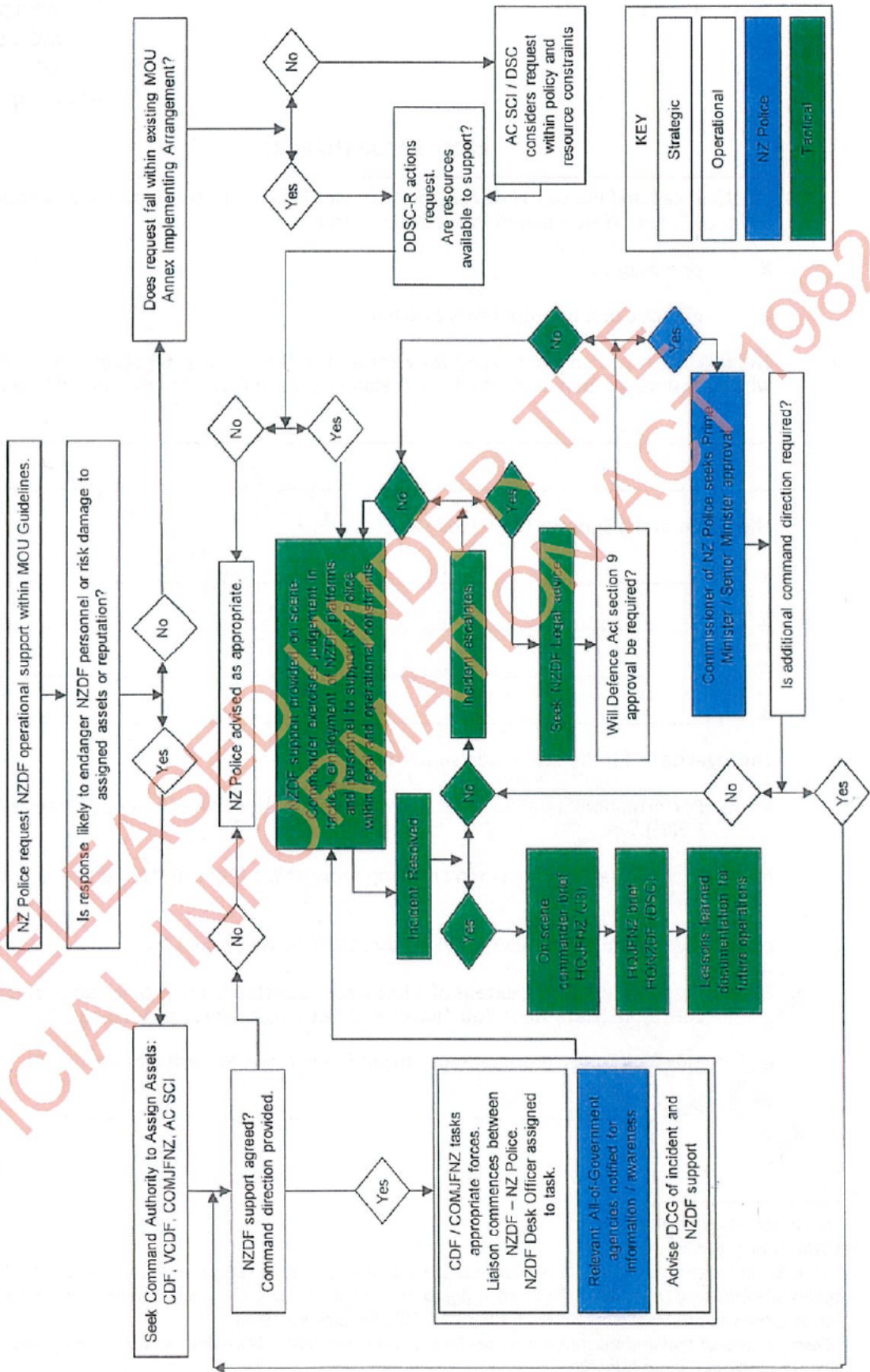
LIST OF APPENDICIES

1. Request for Support (Flow Chart)
2. NZ Police Request for Support from the New Zealand Defence Force (Performa)

LIST OF ANNEXES (AND THEIR STATUS)

- A. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the provision of Armed Forces assistance to the New Zealand Police in time of Domestic Emergency requiring a Counter Terrorist response. (In effect)
- B. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the provision of Medical Support. (Yet to be issued)
- C. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the provision of Logistic Support. (In effect)
- D. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police Concerning the provision of Explosive Ordnance Disposal Support. (In effect)
- E. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the provision of Training. (Yet to be issued)
- F. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the provision and Use of Weapon Ranges. (In effect)
- G. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning Intelligence (CLASSIFIED). (Under review)
- H. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the provision of Investigative Support. (Yet to be issued)
- I. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the provision of Communications Equipment for the use on the New Zealand Police Radio Network. (In effect)
- J. Implementing Arrangement between the New Zealand Defence Force and New Zealand Police concerning the Provision of Underwater Search. (In effect)

FLOW CHART: REQUEST FOR SUPPORT



OFFICIAL RELEASE UNDER THE ACT 1982

REQUEST FOR SUPPORT

1. The New Zealand Police / New Zealand Defence Force requests of the New Zealand Defence Force / New Zealand Police support to an:²
 - a. operation; or
 - b. exercise or a non-operational activity.

2. The task the New Zealand Police / New Zealand Defence Force is intending to conduct which requires support from the New Zealand Defence Force / New Zealand Police is:³

3. The scope of the support requested is:⁴
 - a. _____
 - b. _____
 - c. _____
 - d. _____

4. The legal basis for the requested support is:⁵
 - a. Performance of public service by members of the Armed Forces (Defence Act 1990 s 9(1)).
 - b. Providing assistance when called upon by police (Policing Act 2008 s 51, Crimes Act s 317).
 - c. Prevention of offence(s) (Crimes Act 1961 ss 41, 42, and 48).
 - d. Preventing/limiting extent of a hazardous substance emergency after a request by a constable (Hazardous Substances and New Organisms Act 1996 s 137).
 - e. Empowered as 'enforcement officer' (Search and Surveillance Act 2012).
 - f. Other: _____

¹ Insert document classification.

² Delete not-applicable.

³ Describe intended task, e.g.: "Aerial surveillance of property suspected of being used in commission of an offence against the Misuse of Drugs Act". (This form is not to be used for a request for support by members of the Armed Forces exercising powers of police pursuant to s9(4) of the Defence Act 1990).

⁴ Describe support that is requested, e.g.: "use of helos to transport NZ Police officers to vicinity of property", "use of helos to enable aerial surveillance".

⁵ Delete not-applicable.

5. Requesting authority:

- a. Name: _____
- b. Designation: _____
- c. Signature: _____
- d. Date: _____

RELEASED UNDER THE
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**IMPLEMENTING ARRANGEMENT BETWEEN
THE NEW ZEALAND DEFENCE FORCE AND NEW ZEALAND POLICE
CONCERNING THE PROVISION OF TRAINING AND USE OF TRAINING FACILITIES**

Reference:

- A. NZDF – NZ Police MOU dated 17 Dec 07

INTRODUCTION

1. The NZDF and NZ Police both have training institutions and facilities which may have utility to the other.
2. When appropriate, positions on training courses and use of training facilities may be made available to the other agency.

PURPOSE

3. This Implementing Arrangement (IA) is made under the auspices of Reference A. It is to be read in conjunction with Reference A and covers the subject of mutual NZDF and NZ Police training opportunities and facilities.

NATURE OF TRAINING AND ASSISTANCE

4. **Combined Training.** Opportunities are to be taken to optimise courses and exercises on the basis of mutual benefit.
5. **Single Agency Training.** Each agency has a requirement for training to meet respective outputs and is encouraged to use areas of common training capacity to maximise effect.
6. **CT Training.** Training opportunities may be taken to optimise national resources to develop and maintain both NZDF and NZ Police CT capabilities. This will include programmed access to respective special purpose training facilities and specialist training opportunities¹.
7. **Overseas Deployment Training.** The NZDF and NZ Police may make positions available on each others pre-deployment courses when practicable and appropriate. When combined deployments are performed, pre-deployment, on deployment and post deployment training is to be part of the planning process and included in a mission specific Implementing Arrangement.

¹ However, training will not include Methods of Entry (by explosive) training due to the constraints applied to the NZDF under separate arrangements and understandings with allied CT forces. NZ Police will continue to undertake its Methods of Entry (by explosive) training in conjunction with overseas Police forces and experts.

PLANNING AND AUTHORISATION OF TRAINING SUPPORT

8. The NZDF and NZ Police will meet at least once each year to develop a schedule for relevant training opportunities. This meeting will be at the HQ NZDF/Police National HQ level and be finalising of liaison carried out at various NZDF and Police levels.

9. Requests for training support that occur outside the yearly agreed schedule are to be raised and authorised through the respective national headquarters as follows:

- a. NZDF – HQ NZDF, Director of Strategic Commitments.
- b. NZ Police – NZ Police National Headquarters, National Manager: Operations.

10. Requests for training and training support for the following may be staffed at local level and do not need to be staffed through national headquarters:

- a. Training facilities.
- b. Instructor support only.
- c. Accommodation and rationing.
- d. Explosive Ordnance Disposal (EOD).
- e. Investigative.
- f. SAR.

11. Points of contact for requesting training and training support are as follows:

- a. For NZDF:
 - (1) Navy. CPFT, HMNZS Philomel – Philomel and Whangaparoa Training Centre
 - (2) NZ Army.
 - (a) HQ 2 LFG (S3 Operations Branch) – for all North Island (less Waiouru, Trentham);
 - (b) HQ 1 NZSAS Gp – Papakura;
 - (c) HQ LTDG – Waiouru;
 - (d) HQ TRSB – Wellington / Trentham;
 - (e) HQ 3 LFG (S3 Operations Branch) – for all South Island
 - (3) RNZAF.
 - (a) HQ OSW (XO), RNZAF Base Auckland – Auckland
 - (b) HQ OSW (XO), RNZAF Base Ohakea – Manawatu

- (c) OSW (OCOS) , RNZAF Base Woodbourne – Marlborough
 - (d) HQ JFNZ (J33RW) – Trentham (RNZAF Helicopter SAR Training Support)
- b. For NZ Police:
- (1) Northern Area Manager, Training Service Centre, Auckland.
 - (2) Central Area Manager, Training Service Centre, Wellington.
 - (3) Southern Area Manager, Training Service Centre, Christchurch.
 - (4) National Manager, Staff Safety Training and Tactics, Royal New Zealand Police College, Porirua.

COSTS

12. As per Reference A.

REVIEW

13. This IA is to be reviewed every three years to ensure that it remains compatible with extant mutual training and training support arrangements and may be amended by mutual agreement of the two agencies.

COMMENCEMENT AND AMENDMENT

14. This IA will come into effect on the date of the last signature, and will continue until termination.

15. This IA may be terminated by either agency on the giving of written notification.

16. The agencies recognise that this IA is not intended to create any rights, duties, or obligations under applicable domestic law and does not either in law or in fact create any such rights, duties or obligations. The agencies will resolve any disputes arising under the IA by discussion and co-operation and will not refer any dispute for resolution in accordance with any international, national, or third party law or procedure.



P.J. STOCKWELL

Air Commodore
Assistant Chief Strategic Commitments and Intelligence
New Zealand Defence Force

Dated: 2 July 2008



J. RIVERS

Superintendent
Manager: National Operations
New Zealand Police

Dated: July 2008

**IMPLEMENTING ARRANGEMENT BETWEEN
THE NEW ZEALAND DEFENCE FORCE AND THE NEW ZEALAND POLICE
CONCERNING THE PROVISION AND USE OF WEAPON RANGES**

Reference:

A. NZDF – NZ Police MOU dated 17 Dec 07

INTRODUCTION

1. The NZDF and NZ Police both maintain weapon ranges which may have utility to the other. Opportunities may be taken to optimise weapons range facilities to develop and maintain both NZDF and NZ Police capabilities.

PURPOSE

2. This Implementing Arrangement (IA) is made under the auspices of Reference A. It is to be read in conjunction with Reference A and covers the provision and use of NZDF and NZ Police weapons ranges.

NZDF / NZ POLICE RANGE USE AND PRINCIPLES

3. Access to the NZDF and NZ Police range facilities will be provided on the following basis:

- a. **Infrequent Use.** This may be approved on a case by case basis by the range controlling authority where that use is a one-off or infrequent activity. Infrequent range users are to comply with the relevant range standing orders for both NZDF and NZ Police ranges.
- b. **Regular Use.** Where use of a NZDF or NZ Police controlled range is likely to occur on a regular basis, a local arrangement / protocol by simple letter of agreement to facilitate such use may be established between the range controlling authority (refer paragraphs 5 and 6) and the user agency (NZDF / NZ Police) under the auspices of this IA..
- c. **Local Arrangements / Protocols Content.** Local arrangements/protocols established to cover the frequent use of NZDF and NZ Police ranges should include clauses covering:
 - (1) the applicable service reference from which range design, construction, maintenance, inspection and certification standards are derived;
 - (2) compliance with the appropriate range standing orders for both NZDF and NZ Police;
 - (3) qualification or experience requirements for all range staff and firers;
 - (4) range booking procedure and priority of use;
 - (5) monitoring by a representative of the range controlling authority;

- (6) identification and recovery of marginal costs;
- (7) ownership of structural/fixed assets;
- (8) health and safety in employment requirements;
- (9) any special to location and user requirements;
- (10) reference to the date and the authority for which a particular range is deemed certified;
- (11) duration of the arrangement; and
- (12) the basis for revocation of the arrangement.

REQUESTS FOR RANGE USE

4. Requests for range use and approvals may be made at Range Controlling Authority level.
5. For NZDF, range controlling authorities are as follows:
 - a. Navy. CPFT, HMNZS Philomel – Whangaparoa Training Centre
 - b. NZ Army.
 - (1) HQ 2 LFG (S3 Operations Branch) – for all North Island ranges (less those at Waiouru, Trentham, and Ardmore);
 - (2) HQ LTDG – for all Waiouru ranges;
 - (3) HQ TRSB – for all Trentham ranges;
 - (4) HQ 1 NZSAS Gp – for all Ardmore ranges;
 - (5) HQ 3 LFG (S3 Operations Branch) – for all South Island ranges; and
 - c. RNZAF.
 - (1) HQ OSW (XO), RNZAF Base Auckland – Whenuapai, Kaipara Ranges
 - (2) HQ OSW (XO), RNZAF Base Ohakea – Ohakea, Raumai Ranges
 - (3) OSW (OCOS), RNZAF Base Woodbourne – local
6. For NZ Police, range controlling authorities are as follows:
 - a. Northern Area Manager, Training Service Centre, Auckland.
 - b. Central Area Manager, Training Service Centre, Wellington.
 - c. Southern Area Manager, Training Service Centre, Christchurch.
 - d. National Manager, Staff Safety Training and Tactics, Royal New Zealand Police College, Porirua.

RANGE ACCIDENTS AND INCIDENTS.

7. NZDF Range. If an accident or incident occurs on an NZDF Range being used by the NZ Police the NZDF Range Controlling Authority may convene a Court of Inquiry or Command Inquiry to investigate the safety implications of the event. NZ Police will cooperate with the enquiry making available personnel and other evidence as required.

8. NZ Police Range. In the event of an accident or incident during NZDF use of a NZ Police range the NZDF will cooperate with any Police enquiry into the safety implications of the event, making available personnel and any material evidence as may be required. NZ Police may instigate a Formal Enquiry, (including IPCA involvement in the event of Unauthorised Discharge) to investigate the responsibilities and safety considerations surrounding the incident.

9. In any event, the user agency, regardless of the applicable range controlling authority, will inevitably conduct an enquiry as per internal and external protocols applicable to that agency.

COST RECOVERY

10. As per Reference A¹.

REVIEW


11. This IA is to be reviewed every three years to ensure that it remains compatible with extant procedures for range use and support arrangements and may be amended by mutual agreement of the two agencies.

COMMENCEMENT AND AMENDMENT

12. This IA will come into effect on the date of the last signature, and will continue until termination.

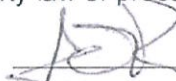
13. This IA may be terminated by either agency on the giving of written notification.

The agencies recognise that this IA is not intended to create any rights, duties, or obligations under applicable domestic law and does not either in law or in fact create any such rights, duties or obligations. The agencies will resolve any disputes arising under the IA by discussion and co-operation and will not refer any dispute for resolution in accordance with any international, national, or third party law or procedure.



P.J. STOCKWELL
Air Commodore
Assistant Chief Strategic Commitments and Intelligence
New Zealand Defence Force

Dated: 2 July 2008



J. RIVERS
Superintendent
Manager: National Operations
New Zealand Police

Dated: July 2008

¹ I.A.W. the intent of Ref A cost recovery for any range use will not routinely be sought subject to:
a. the using agency providing own ammunition, targets, and range stores;
b. ranges being returned to the original state and condition at the end of range practice periods, except for fair wear and tear (Deledding cost recovery may be requested if the cost is significant); and
c. no other or additional costs being imposed on the owner agency.