



**OPERATING PLAN FOR THE EXCHANGE OF
WILDLAND FIRE MANAGEMENT RESOURCES
BETWEEN UNITED STATES OF AMERICA AND NEW
ZEALAND PARTICIPANTS**

2024

Dated July 25, 2024

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OPERATING PLAN

1. Purpose

This Operating Plan is prepared pursuant to the Arrangement between United States and New Zealand Signatories on the Exchange of Wildland Fire Management Resources signed 12 February 2019 (the "Arrangement"), with the purpose of setting the basis for provision of mutual assistance for Wildland Fire Management and implementing actions in other areas of cooperation for Wildland Fire Management between the United States and New Zealand.

2. Contractual arrangement

This Operating Plan constitutes a pre-contractual understanding between the Participants made on the basis that any agreement between Participants for the supply of Wildland Fire Management Assistance made under it shall constitute a binding contract and shall incorporate the terms of this Operating Plan. Such agreements between Participants shall be made through their respective Coordinating Authorities as established in paragraph 3(b) of the Arrangement. Throughout this document all references to Participant in the singular includes Participants in the plural where the context so requires.

3. Definitions

The definitions established in the Arrangement and the following definitions shall apply:

- 3.1. **"Agency Representative" or "AREP"** - is the Australian/New Zealand term for a representative of a Sending Participant based at an incident(s) and is the point of contact to facilitate coordination and cooperation between Sending Participant resources who are physically assigned to an incident and the Incident Management Team and Host Unit. The US terminology for this role is Interagency Resource Representative "IARR". The Field Liaison is also the link between Sending Participants' personnel and the Senior Representative "SREP" or International Liaison Officer "INLO".
- 3.2. **"Arrangement"** means the Arrangement between the Department of Agriculture and the Department of the Interior of the United States of America and Fire and Emergency New Zealand on the Exchange of Wildland Fire Management Resources dated 12 February 2019;
- 3.3. **"United States Agency"** means the Department of Agriculture and the Department of the Interior a party to the Arrangement;
- 3.4. **"Coordinating Authority"** means the institution or area/office/department designated by Participants, as per paragraph 3(b) of the Arrangement, authorized to request and receive resources for Wildland Fire Management as well as for coordinating their use;
- 3.5. **"Designated Official"** means the officials responsible for the Wildland Fire Management activities, from the Participants authorized to request, receive, register and coordinate operation and demobilization of Wildland Fire Management Resources;
- 3.6. **"Expendable equipment"** means items that cannot be reused, or refurbished or recycled;
- 3.7. **"FENZ"** means Fire and Emergency New Zealand, the Coordinating Authority for New Zealand participants;
- 3.8. **"Interagency Resource Representative" or "IARR"** is the United States term for a representative of a Sending Participant based at an incident(s) and is the point of contact to facilitate coordination and cooperation between Sending Participant resources who are physically assigned to an incident and the Incident Management Team and Host Unit. The AU/NZ terminology for this role is "AREP". The Field Liaison is also the link between Sending Participants' personnel and the SREP/INLO.
- 3.9. **"International Liaison Officer" or "INLO"** means a representative of the Sending Participant based at a Receiving Participant's Fire Centre (FENZ or NICC), who has been delegated authority to make decisions on matters affecting the Sending Participants'

resources. The INLO reports to the Sending Participant coordinating authority and SREPs (if appointed) and AREP/IARRs (if an SREP is not appointed) report to the INLO.

- 3.10. **NRSC** means the National Resource Sharing Centre, a business unit of AFAC Limited, the Coordinating Authority for the Australian Participants. NRSC are also the Coordinating Authority for Australian and New Zealand resources where United States Agencies have requested an Australasian deployment.
- 3.11. **NICC** means the National Interagency Coordination Centre, operating on behalf of the National Multi-Agency Coordinating Group, the Coordinating Authority for the United States.
- 3.12. **“Non-Expendable equipment”** means items that are intended to be reused and/or refurbished/recycled;
- 3.13. **“Participant”** means
 - (i) a Recognized Wildland Fire Management Organization operating within the Agencies’ respective national jurisdictions which has signed this Plan.
 - (ii) any other legally constituted body approved by both Coordinating Authorities of the Agencies and whose objectives include Wildland Fire Management which has signed this Plan.
- 3.14. **“Plan”** means this Operating Plan;
- 3.15. **“Receiving Participant”** means a Participant receiving Wildland Fire Management Resources under this Plan;
- 3.16. **“Recognized Wildland Fire Management Organization”** means a federal, state, territory or provincial government agency with legal responsibility for Wildland Fire Management activities within the Agencies’ respective national jurisdictions.
- 3.17. **“Sending Participant”** means a Participant sending Wildland Fire Management Resources under this Plan;
- 3.18. **“Sending Participant human resources”** means all full time and seasonal workers or agents acting for and on behalf of a Sending Participant, and both **“human resources of a Sending Participant”** and **“Sending Participant’s human resources”** have a corresponding meaning.
- 3.19. **“Senior Representative (SREP)”** means a representative of the Sending Participants based at a Receiving Participant’s Geographic Area Coordination Center (GACC) or Regional Coordination Center (RCC), who has been delegated authority to make decisions on matters affecting the Sending Participants’ resources within that Geographic Area or Region. The SREP coordinates the activities of AREP/IARRs within that Geographical Area or Region and reports to the INLO or the Sending Participants’ Coordinating Authority.
- 3.20. **“Wildland Fire Management Assistance”** means assistance in the prevention or management of Wildland Fire under this Plan.
- 3.21. **“Wildland Fire Management Resources”** means human resources, equipment, and supplies, including aircraft, available or potentially available for Wildland Fire Management activities.

4. General Procedures

4.1. Request for Wildland Fire Management Assistance

Requests for Wildfire Management Assistance shall be carried out through the respective Coordinating Authorities and will be subject to all applicable immigration legislation and regulations in force in the United States and New Zealand.

- 4.1.1. Requests for assistance from the United States to New Zealand shall be placed to FENZ.
- 4.1.2. Requests for assistance from New Zealand to the United States shall be placed to NICC.

- 4.1.3. United States Agencies may request an Australasian deployment consisting of both Australian and New Zealand resources. Requests for Australasian assistance shall be placed to NRSC.
- 4.1.4. The Coordinating Authorities shall keep the FENZ and the United States Agencies informed of requests for assistance and resulting intended movement of Wildland Fire Management Resources under this Plan.
- 4.1.5. NICC and FENZ separately shall be responsible for updating contact information as required.
- 4.1.6. To minimize delays at border crossings for Customs & Immigration clearances, the Sending Participant shall endeavour to provide the following information to the Customs & Immigration Point of Entry of the Receiving Participant (PoE) in the form specified by the Receiving Participant, seventy- two hours prior to departure if possible and in any event as soon as practicable:
 - 1) Official Receiving Participant order;
 - 2) Official letter with contact information;
 - 3) International manifest;
 - 4) All transport and arrival information;
 - 5) Point of Entry for Customs & Immigration; and
 - 6) Other documentation as advised to the Sending Participant.
- 4.1.7. In addition to the information set out in clause 4.1.5, the following may also be required at the PoE:
 - a) Human Resources: - Full legal name
 - Passport number
 - Passport date of expiry
 - Citizenship
 - Date of birth
 - Country of birth
 - Home base
 - Departure point
 - Additionally, in the case of aircraft crew, licenses, permits or authorizations as appropriate.
 - b) Equipment:
 - Item
 - Quantity
 - Serial or identification numbers
 - Carrier (with drivers' full legal name(s) and contact information)
 - Bill of lading number
 - Country of manufacturing
 - Point of Entry
 - c) Any additional information as may be required by Customs & Immigration in relating to Human Resources or Equipment.
- 4.1.8. Customs Declaration forms will be completed for presentation to Customs & Immigration at Point of Entry, according with applicable laws and regulations of each country.

4.2. Human Resources

- 4.2.1. Reimbursement for services performed by Sending Participant human resources will be on the following basis:

- a) The Receiving Participant shall be responsible for reimbursing the Sending Participant for compensation and associated benefits, overtime and hazard pay that is invoiced by the Sending Participant.
 - b) The Receiving Participant may request details of applicable daily rates of pay from the Sending Participant before ordering resources under this Plan.
 - c) The cost of travel, accommodation, per diem (meals and incidentals), vehicle hire, communication equipment, medical services as well as other expenditures approved by the Receiving Participant and supported by receipts shall be reimbursed by the Receiving Participant to the Sending Participant in the event the Receiving Participant cannot provide these services.
 - d) Where accommodations and per diem are not provided by the Receiving Participant, the amount of expenses reimbursed shall be calculated in accordance with the Sending Participant's standard per diem rates for that participant.
- 4.2.2. An acceptable daily flat rate, established and documented prior to mobilization for Sending Participant human resources, may be used in lieu of clause 4.2.1a., as follows:
- a) The daily flat rate shall include compensation and associated benefits, and overtime and hazard pay.
 - b) The daily flat rate will be applicable on working days as well as rest days.
 - c) The daily flat rate shall not cover the cost of travel, accommodation, per diem, vehicle hire, communication equipment, and medical services or other expenditures approved by the Receiving Participant and supported by receipts. These costs shall be reimbursed by the Receiving Participant to the Sending Participant in addition to the daily flat rate, when the Receiving Participant cannot provide these services.
 - d) Where accommodation and per diem are not provided by the Receiving Participant, the amount of expenses reimbursed shall be calculated in accordance with the Sending Participant standard per diem rates.
- 4.2.3. Costs (transport, accommodations, meals) associated with marshalling human resources to the 'Marshalling Point' (Ready to Load location) and return to the participant home location (home base) is recoverable by the Sending Participants.
- 4.2.4. No costs are recoverable for human resources that do not actually deploy to the Receiving Participant's country.
- 4.2.5. The Coordinating Authorities may request specialized expertise for relevant Wildland Fire Management.
- 4.2.6. Prior to mobilization, the Receiving Participant and the Sending Participant will agree through their Coordinating Authorities on equivalent standards, training, fitness levels, and experience required for each position included in a request for Wildland Fire Management Assistance.
- 4.2.7. All United States Agency firefighters shall meet National Wildfire Coordinating Group (NWCG) training, qualification, and fitness standards for their assigned position for exchange to New Zealand.
- 4.2.8. All New Zealand fire personnel shall meet the FENZ Rural Fire Health and Fitness Guideline (v1.4 2009) for the requirements of: the medical assessment; and the high-level 'arduous' pack test (walk 4.8km in 45 minutes carrying 20.5kg).
- 4.2.9. The Sending and Receiving Participants will agree, through their Coordinating Authorities, on a safety plan to address any health and safety issues identified in relation to a request under this Plan.

- 4.2.10. The Receiving Participant through its respective Coordinating Authority shall send documentation outlining the requirements of each position requested. The Sending Participant will make best efforts to ensure that the Sending Participant human resources meet the requirements as listed taking into account any agreement reached under paragraph 4.2.6. After this comparison the Receiving Participant will accept the Sending Participant's human resources qualifications as satisfactory evidence of the holder's competency as described by the qualifications in question.
- 4.2.11. Any change in assignment position, from that which was originally ordered, must be approved by either the on-site Sending Participant's INLO, SREP, AREP/IARR, or Designated Official. Any reassignment must be documented, by the Receiving Participant, and a copy provided to the Sending Participant INLO.
- 4.2.12. As appropriate the Sending Participant and Receiving Participant, through their Coordinating Authorities, shall provide adequate liaisons for the duration of the assistance (assignment).
- a) The Sending Participant AREP/IARRs will be responsible for the health, safety, welfare and commissary needs of Sending Participant human resources. An appropriate number of AREP/IARRs for the deployment shall be agreed between the Participants.
 - b) An International Liaison Officer (INLO) will deploy from the Sending Participant to the Coordinating Authority of the Receiving Participant to coordinate the mobilization/demobilization of resources.
 - c) The INLO, through their Coordinating Authority, may request a Senior Representative (SREP) to assist at the Receiving Participant Fire Centre, when applicable. The SREP shall coordinate the resources and AREP/IARRs assigned to that region and shall report to the INLO.
 - d) The Sending Participant may request to deploy assistants to the INLO to manage issues such as administration and media inquiries from the Sending Participant's jurisdiction. Such deployments are at the Receiving Participant's discretion and no cost recovery shall be sought in respect of them.
- 4.2.13. All Sending Participant human resources shall receive an orientation session prior to their assignment and a debriefing prior to demobilization, by the Receiving Participant.
- 4.2.14. Deployment duration of Sending Participant human resources shall be negotiated, by the Coordinating Authorities, prior to the mobilisation.
- 4.2.15. All Sending Participant human resources shall carry a passport with at least six months' unexpired validity as of the projected end of the deployment.
- 4.2.16. A felony or criminal conviction may prohibit entry of human resources from the Sending Participant to the Receiving Participant's country and the Sending Participant is responsible for making any necessary inquiries in this regard and ensuring that all Sending Participant human resources are eligible for entry.
- 4.2.17. Customs & Immigration of the Receiving Signatory may prohibit entry at its sole discretion.
- 4.2.18. Prescription drugs must remain in their original labelled container or be accompanied by the prescription.
- 4.2.19. The Sending Participant shall provide all Personal Protective Clothing and safety equipment required to meet its regulations, in good condition and able to last the length of the deployment. Should additional safety equipment be required by the Receiving Participant, the Receiving Participant shall supply it at its expense.
- 4.2.20. If human resources are required to deploy with any communications or ICT equipment this shall be specified in the request. If the Sending Participant intends to seek cost recovery for telecommunications or data costs incurred by its human resources the

basis of cost recovery must be agreed by the Participants in advance and preference will be given to agreeing a flat rate per day.

- 4.2.21. The Receiving Participant shall ensure that immediate medical services are provided to any human resource of the Sending Participant regardless of the nature or the type of medical aid required. The Sending Participant shall have in place insurance arrangements to cover the cost of medical services provided in the Receiving Participant's jurisdiction.
- 4.2.22. Personal cargo weight shall be a total of 29.5 kg (65 lbs), which includes a personal or deployment pack of 20.4 kg (45 lbs) and a line pack of 9.1 kg (20 lbs). Additional cargo shall be identified and approved by the Sending Participant and the Receiving Participant, if warranted.

4.3. Equipment and Supplies

- 4.3.1. Equipment provided by the Sending Participant remains the property of the Sending Participant.
- 4.3.2. Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.
- 4.3.3. Expendable equipment and supplies shall be considered purchased on delivery to the Receiving Participant, and full replacement costs shall be reimbursed by the Receiving Participant. Items shall be considered expendable if they cannot be reused or refurbished or recycled.
- 4.3.4. Non-Expendable equipment and supplies shall be returned to the Sending Participant by the Receiving Participant. The Receiving Participant shall reimburse the Sending Participant for all replacement or refurbishing costs, unless the Sending Participant agrees that the Receiving Participant will refurbish the equipment and supplies.
- 4.3.5. In the event that any Non-Expendable equipment or supplies are damaged beyond repair or not returned, they shall either be:
 - a) Replaced by the Receiving Participant with new equipment and/or supplies of the same quality and to the Sending Participant's standard; or
 - b) The full replacement cost shall be reimbursed by the Receiving Participant to the Sending Participant.
- 4.3.6. Specialized equipment may be accompanied by trained technicians and/or operators to ensure its safe and efficient set-up and operation. Where equipment alone has been requested, the Sending Participant shall identify in advance of sending the equipment if its supply is conditional on accompaniment by trained technicians/operators.
- 4.3.7. All equipment and/or supplies shall be registered in the specified format with the respective Sending Participant customs authority prior to mobilization.
- 4.3.8. All transportation costs of equipment and/or supplies sent by the Sending Participant shall be reimbursed by the Receiving Participant.

4.4. Withdrawal of Wildland Fire Management Resources

- 4.4.1 The Sending Participant may withdraw its Wildland Fire Management Resources from the Receiving Participant country with a minimum of seventy-two hours' written notice to the Receiving Participant and its Coordinating Authority. If a Sending Participant gives notice of withdrawal:
 - a) On receipt, the Receiving Participant will commence planning to cease tasking of any personnel of the Sending Participant(s) deployed at that time in order to release them from deployment within 72 hours and will facilitate debriefing;

- b) The Sending Participant must provide reasonable support to the Receiving Participant in demobilising its resources, for example re-booking required travel and accommodation;
- c) The Receiving Participant is still responsible for reimbursing the Sending Participant for its actual costs of deployment as agreed;
- d) If an early withdrawal takes place, the Participants will negotiate in good faith to find an agreeable solution in relation to any resulting costs.

4.5. Workers Compensation and Insurance Coverage

- 4.5.1 Prior to a Sending Participant's human resources leaving their home country, the Sending Participant shall confirm that existing workers compensation arrangements cover liability for medical expenses, personal injury, compensation and death for each of their human resources responding to the Receiving Participant's request for Wildland Fire Management Assistance. The Receiving Participant shall not be liable for any workers compensation or other insurance costs except as agreed in advance between the Participants.
- 4.5.2 Sending Participant personnel must deploy with adequate arrangements to make payment for medical treatment required in the Receiving Participant's jurisdiction and seek reimbursement of the same from its insurers. The Receiving Participant is not responsible for making any payment towards medical treatment for Sending Participant personnel notwithstanding its obligations under clause 4.2.19.
- 4.5.3 The costs for on-going rehabilitation shall be covered by the workers compensation arrangements required under clause 4.5.1.
- 4.5.4 Compensation claims for death or injury to Sending Participant human resources shall be processed through the Sending Participant workers compensation program and any relevant costs due under clause 4.5.2 invoiced to the Receiving Participant.
- 4.5.5 In the event of an accident or incident involving the Sending Participant human resources, any investigation will be conducted under the auspices of the relevant authority in the Receiving Participant's jurisdiction and the Sending Participant shall co-operate with the investigation. Where this is within the power of the Receiving Participant, the Sending Participant or a Sending Participant designated representative shall be invited to participate in the investigation process.

4.6. Liability

- 4.6.1 So far as it is in the power of the Receiving Participant to secure, human resources of the Sending Participant that travel to the country of the Receiving Participant to carry out activities under this Plan shall not be subject to personal liability for damages for any act or omission done while acting in good faith within the scope of his or her official duties under this Plan.
- 4.6.2 The Receiving Participant agrees to indemnify the Sending Participant, each of the Sending Participant's human resources, and the employer of the human resources (if it is not the Sending Participant) and shall assume any and all liability for any act or omission, excluding acts or omissions made with reckless disregard or wanton indifference to the consequences, of the human resources of the Sending Participant when the human resources are acting in good faith and within the scope of his or her official duties under the Plan.
- 4.6.3 Assumption of such liability includes but is not limited to the payment of damages or amounts awarded under the laws of the Receiving Participant to any person suffering loss and damage as a result of such act or omission, any amount paid or payable to such claimant under an amicable settlement, and all costs incurred in relation to the claim, including all applicable legal fees and costs.
- 4.6.4 If there are any claims arising out of incidents or consequences referred to in clauses 4.6.2 and 4.6.3 then the parties agree that all of the rights of the Sending Participant and its relevant human resources will be subrogated to the Receiving Participant.

- 4.6.5 Further the Receiving Participant will undertake at its own cost the defence of any claim on behalf of the Sending Participant, and in its conduct of the claim retain the right to compromise to settle any claim at its sole discretion.

4.7. Waiver of Certain Claims

- 4.7.1 Subject to clause 4.7.3, each Participant hereby waives its claims against the other Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of Wildland Fire Management Assistance under this Plan.
- 4.7.2 Participants shall, by contract or otherwise, extend the cross-waiver of liability set forth in sub clause 4.7.1 to any contractors or subcontractors or agents or any state, regional, local, private, or tribal fire organizations it may designate or assign to perform activities under this Plan.
- 4.7.3 The cross-waiver of liability set forth in sub clause 4.7.1 shall not apply to:
- a) claims between a Participant and its agencies, employees, contractors, subcontractors, or agents;
 - b) claims arising from reckless disregard or wanton indifference for the consequences

4.8. Status of Human Resources

- 4.8.1 Any service performed in furtherance of this Plan by a human resource of a Participant shall be considered as a service performed on behalf of that Participant.
- 4.8.2 The performance of a service under this Plan by any employee, contractor, subcontractor, or agent of one the Participants shall in no case render such person an employee, contractor, subcontractor, or agent of the other Participant.

4.9. Invoicing and Reimbursement

Invoicing and reimbursement procedures are as follows:

- 4.9.1 Invoices shall be sent and paid in the Sending Participant's currency.
- 4.9.2 The Receiving Participant bears responsibility for any exchange rate fluctuations affecting invoices and the payment must be for the full amount as calculated in the Sending Participant's currency.
- 4.9.3 The Participants shall use their best efforts to provide and pay invoices within a reasonable time, which may include reasonable requests for clarification. As a guide, the Sending Participant will invoice within 3 months of the Demobilization date and the Receiving Participant will pay invoices within 2 months of receipt.
- 4.9.4 Invoicing shall include the following:
- a) A cover letter identifying the specific resource/reference number(s);
 - b) An original itemized invoice;
 - c) Submitted in accordance with respective Coordinating Authorities required templates and formats;
 - d) Backup documentation (summarizing and listing of Sending Participant human resources days and rates or compensation, supplies, travel and equipment with dates, hours, and crew / equipment / aircraft type); and
 - e) Backup documentation shall not be required for flat rate invoicing as provided in clause 4.2.2 a, except in the case of expenses incurred by the Sending Participant as per clauses 4.2.2 b and 4.2.2 c.
- 4.9.5 United States invoices for services rendered to New Zealand and/or reimbursements for services rendered by New Zealand shall be sent to the following address and copied to ncc@fireandemergency.nz:

Fire and Emergency New Zealand (FENZ)
PO Box 2133
Wellington, New Zealand

- 4.9.6 New Zealand invoices for services rendered to the United States Participants and/or reimbursements for services rendered by United States shall be sent to the United States Receiving Participant at the address listed in the Directory of Designated Officials in Annex A.
- 4.9.7 Where New Zealand participates in an Australasian deployment through the Australasian Fire and Emergency Service Authorities Council Limited (AFAC) National Resource Sharing Centre (NRSC), AFAC may invoice United States Participants on New Zealand resources behalf. This invoice will be paid in the currency of the sending participant (by way of clarification, New Zealand Dollars for personnel who are deployed from New Zealand on behalf of AFAC) as per Clause 4.9.2.
- 4.9.8 Payment for services rendered will be made using electronic fund transfer.

5. Other Areas of Cooperation

- 5.1. Where mutually agreed to, any Participant to this Plan may participate in other Wildland Fire Management activities, including but not limited to, prescribed burning, technology, skills, training, research and innovations. Participants shall mutually agree to the costs and expenses in writing prior to mobilization.

6. Supporting Documentation

- 6.1. The Coordinating Authorities may agree to additional supporting documentation to provide further guidance to personnel undertaking roles under this Plan.

7. Authorization and Amendments

- 7.1. The Operating Plan may be amended at any time with the concurrence of the Coordinating Authorities.
- 7.2. A Participant shall not be taken to agree to any amendment to the Operating Plan until 14 days after it has been provided with a copy of the agreed amendment without disagreement being notified. If a Participant cannot agree to an amendment and the disagreement cannot be resolved by negotiation, the Participant may withdraw from the Operating Plan under clause 6(b) of the Arrangement and the amendment will not apply to it.

8. Governing Law and Jurisdiction

- 8.1. Subject to clause 8.3, the Plan and any agreement made under it shall be governed by the laws of the Participants' respective jurisdictions.
- 8.2. The Participants agree to negotiate in good faith to resolve any dispute arising out of this Plan or agreement for Wildland Fire Management Assistance made under it.
- 8.3. Where Wildland Fire Management Assistance is provided to a Receiving Participant pursuant to the Plan, all matters concerning the interpretation or enforcement of the Plan, and all questions, disputes or claims of whatever nature, arising out of or in relation to the provision of such assistance will be governed by the laws of the jurisdiction in which the Receiving Participant receives such assistance. Each Participant submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that place and waives any right it might have to claim that those courts are an inconvenient forum.

APPENDIX 1: Aircraft

This section applies to private aircraft contracted by a Participant or Participant owned aircraft.

- 1.A Reimbursement shall be made on the following basis with the rate to be established and approved in writing prior to mobilization:
 - a) All costs associated with the mobilization shall be reimbursed by the Receiving Participant.
 - b) The costs of travel, meals, crew change, accommodations, vehicle hire, communication equipment required under paragraph 1C(d), medical service as well other expenditures approved by the Receiving Participant and supported by receipts shall be reimbursed by the Receiving Participant to the Sending Participant in the event the Receiving Participant cannot provide these services.
 - c) Minimum contract guarantees attributable to the ordered deployment period shall be reimbursed by the Receiving Participant unless the aircraft is used solely to transport personnel between countries.
 - d) As regards maintenance and damage to aircraft:
 - i. Subject to Clause ii and unless otherwise agreed upon between the Receiving Participant and the Sending Participant, maintenance and/or damage to the aircraft are the responsibility of the contractor and/or owner and are not reimbursable.
 - ii. Damage to an aircraft caused as a direct result of acts or omissions of the Receiving Participant or personnel for whom the Receiving Participant is responsible are the Receiving Participant's responsibility and are therefore reimbursable.
 - e) Reimbursement will be made for days of aircraft availability and flight hours of operation. There shall be no charge for days where the aircraft is unserviceable, and part days shall be on a pro-rata basis.
- 1.B It shall be a precondition for the mobilization of aircraft for mutual aid purposes that all legal and regulatory conditions for the operation of aircraft within the Receiving Participant's jurisdiction are complied with. The Receiving Participant and the Sending Participant shall use their best endeavours to ensure that these conditions are met.
- 1.C All aircraft mobilized for mutual aid purposes shall have a current and valid certificate of airworthiness and certificate of registration as issued by the appropriate state civil aviation authority (FAA or Civil Aviation Authority).
 - a) Except for legal and regulatory requirements, mutual aid aircraft may not meet all specifications that the Receiving Participant requires of their aircraft. Aircraft that do not meet the specifications of the Receiving Participant shall not be used for special missions the deficient equipment / specification is required for.
 - b) The Sending Participant should make best efforts to ensure that the Sending Participant personnel (pilots and Aerial Supervisors) meet the Receiving Participant's requirements.
 - c) The Sending Participant must ensure that comprehensive liability insurance for deployed aircraft is in place before deployment. The Receiving Participant shall advise what level of insurance is required. The cost difference between the Sending Participant liability insurance and the Receiving Participant liability insurance requirements shall be reimbursed by the Receiving Participant to the Sending Participant.

- d) The Sending Participant and the Receiving Participant shall discuss in advance of deployment whether any communications equipment is required to be installed in the aircraft either before deployment or upon arrival. The Sending Participant and Receiving Participant shall jointly facilitate this, the costs to be reimbursed by the Receiving Participant.
 - e) The Sending Participant and the Receiving Participant shall agree in advance of deployment what roles and missions deployed aircraft are to undertake for the Receiving Participant, and that deployed aircraft shall not undertake any other role/mission without the prior agreement of both Sending and Receiving Participants.
 - f) The Sending Participant acknowledges that aircraft deployed shall be tasked within the Receiving Participant's jurisdiction by a competent authority such as an established dispatch center. The Sending Participants shall ensure that deployed aircraft do not operate without such approved tasking.
 - g) The Receiving Participant shall ensure that sufficient supervisory staffs with local operational/tactical knowledge are assigned to support deployed aircraft to allow them to operate safely and effectively within the Receiving Participant's jurisdictional aerial firefighting protocols. A manager or liaison will also be assigned to provide administrative support to the aircraft and crew.
 - h) The Receiving Participant reserves the right to inspect all aircraft and personnel qualifications prior to being put into service.
 - i) While on an ordered deployment in the Receiving Participant's jurisdiction all maintenance discrepancies that make the aircraft unavailable for dispatch shall be reported in accordance with the Receiving Participant's Return to Availability procedures. This includes notifying a Receiving Participant's agency Maintenance Inspector when the discrepancy is first found and then for "Return to Availability" before the aircraft may again be allowed to fly under this agreement. Depending on the complexity of the maintenance or repair, "Return to Availability" may be given by electronic or verbal means.
- 1.D Flight following procedures and protocol shall be defined prior to deployment.
 - 1.E In the event of an accident or incident involving the Sending Participant aircraft, any investigation will be conducted under the auspices of the relevant authority in the Receiving Participant's jurisdiction. The Sending Participant shall co-operate with the investigation process.
 - 1.F The Sending Participant shall be responsible to pay for all their fuel requirements for the duration of deployment and operation, unless provided by the Receiving Participant, and all associated costs will be reimbursed by the Receiving Participant.
 - 1.G For aircraft that are not subject to "Immediate Recall", the Sending Participant shall give seventy-two hours' notice prior to the return of the aircraft.
 - 1.H Briefing/Debriefing – Aerial Supervisors and flight crews shall have an arrival briefing to ensure safe and efficient transition into the Receiving Participant air operations. In the interests of safety, a briefing session prior to deployment is mandatory by the Receiving Participant.
 - a) A mission debriefing is mandatory for all aircraft excluding passenger transport aircraft.
 - b) A final debriefing is mandatory and shall be held prior to departure to the Sending Participant home base. The debriefing shall be led by an aviation management representative of the Receiving Participant.

Coordinating Authority Signatures

For the National Multi-Agency Coordinating
Group
(NMAC)

For Fire and Emergency New Zealand (FENZ)

David Haston
Chair, NMAC

Russell Wood
National Commander

Designated Officials

For New Zealand

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Ken Cooper Assistant National Commander/ National Manager Response Capability	Fire and Emergency NZ P.O. Box 2133 Wellington 6140 New Zealand	Email: ken.cooper@fireandemergency.nz
Ian Duncan National & International Response Manager	Fire and Emergency NZ P.O. Box 2133 Wellington 6140 New Zealand	Email: ian.duncan@fireandemergency.nz Phone No. +64 27 703 0435
National Commander's Group	n/a	Phone: +64 9 486 7948 Note: Request that the Communications Centre page the National Commander's Group for urgent requests. If the request is not time critical, email ncc@fireandemergency.nz and it will be managed by the on-call National Response Coordinator

For United States of America

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