

New Zealand Mountain Safety Council

Avalanche Education Provider Agreement

Background

The New Zealand Mountain Safety Council (MSC) has been coordinating the delivery of avalanche safety education in New Zealand since the 1980s, drawing on international best practice to ensure consistency and quality.

This agreement covers the Avalanche Skills Course 1 (ASC1) and Avalanche Skills Course 2 (ASC2), previously known as Avalanche Awareness and Backcountry Avalanche, respectively.

Purpose of this agreement

This Agreement defines the relationship between MSC and the Course Provider (both organisation and instructor), outlining the responsibilities, standards, and endorsement requirements necessary to deliver ASC1 and ASC2 under the MSC framework. It ensures consistent delivery, instructional quality, and adherence to nationally recognised best practice.

Course structure and delivery requirements

The MSC requirements for course delivery are summarised below:

Course	Minimum time requirement	Participant resources provided	Instructor requirement	Maximum participant to instructor Ratio
Avalanche Skills Course 1	12 hours classroom and field instruction. Suggested delivery is 1.5 days.	- Avalanche Assessor/Rescue Card - Certificate of attendance - Participant workbook and PowerPoint	- NZ Certificate in Avalanche Risk Management - Level 5, with written endorsement by an Avalanche Risk Management Level 6 certified individual - Or, NZ Certificate in Avalanche Risk Management - Level 6 - Current industry knowledge and experience	6:1
Avalanche Skills Course 2	32 hours classroom and field instruction, plus pre-course online learning. Suggested delivery is 4 days.	- Avalanche Assessor/Rescue Card - Certificate of attendance - Certificate of Avalanche transceiver competency 'Avalanche Awareness in the Aotearoa New Zealand' Book (optional) - Participant workbook and PowerPoint	- NZ Certificate in Avalanche Risk Management - Level 6 - Current industry knowledge and experience	6:1

Note: For the current qualifications 'New Zealand Certificate in Avalanche Risk Management - Level 5' is equivalent to the old "Stage 1" qualification and "Level 6" is equivalent to the old "Stage 2" qualification.

MSC will provide the instructor and participant resources required to deliver the Avalanche Skills Courses 1 + 2 and update these resources as regularly as practicable to meet required standards.

A per-participant fee will be charged to cover the cost of developing, maintaining and providing these resources.

MSC endorsement framework:

Provider Endorsement

MSC endorses organisations (Providers) that are able to meet the delivery standards and provider responsibilities (see below). Endorsed Providers are permitted to deliver ASC1 and ASC2 courses using MSC materials, subject to this agreement.

Instructor Endorsement

All instructors delivering MSC avalanche courses for approved Providers must also be individually endorsed by MSC. This includes:

- Verification of relevant ARM qualification
- Commitment to MSC course structure and delivery requirements

MSC will maintain a central registry of endorsed providers and instructors, including qualification records. The names of endorsed providers and instructors will be publicly available via the MSC website to support participant transparency and trust.

Provider responsibilities

By entering into this agreement, the Provider and their Instructors agree they:

- Will adhere to all course structure and delivery requirements outlined above, including course duration and participant-to-instructor ratio.
- Are receiving education resources from MSC and that MSC's legal responsibility is limited only to the obligations explicitly listed in this agreement.
- Are approved by MSC to provide the courses specified in this agreement and at all times the Provider takes full responsibility for meeting all regulatory and other legal requirements in the provision of that course to participants i.e. applicable health and safety laws.
- Will indemnify MSC for any loss, damage or liability suffered by MSC resulting from the provision of the course/s by the Provider.
- Use the MSC avalanche course resources without additions or changes, unless agreed to prior by MSC in writing, to deliver the approved courses outlined above.
- Issue MSC completion certificates to course participants upon successful completion of the course.
- Have a current and recognised safety management system, appropriate to their operation, which meets all relevant regulatory and legal requirements. It is the responsibility of the provider to ensure they meet these requirements. MSC accepts no liability for any safety related incidents, complaints, issues or concerns.
- Provide the requested course statistics at the conclusion of the season.
- Only use instructors that have the relevant qualifications and currency, who have signed the Instructor endorsement acknowledgement form (Appendix A).
- Manage all instructor contracts, payments and health and safety obligations, including safety management and insurance requirements.
- Manage all participant enquires, bookings, course fee payments and equipment requirements.

- Make available any additional avalanche safety equipment required by the participants or instructors, or ensure they have information on where this equipment can be obtained.
- Use links to the relevant MSC/NZAA website when promoting their courses online.

MSC responsibilities:

By engaging in this agreement, MSC agrees to provide:

- Instructor and participant resources for the courses outlined in the course overview.
- An opportunity for the provider to submit course resource feedback.
- Timely information on any updates to content, resources, or delivery expectations. This can be using any medium appropriate to the information.
- Access to the course material ordering system and prompt invoicing, with administrative assistance where required.

The Provider is licensed to use the following MSC intellectual property and resource material(s):

- ☐ Avalanche Skills Course 1 (Avalanche Awareness)
- ☐ Avalanche Skills Course 2 (Backcountry Avalanche)

The use of intellectual property and resource materials is limited to within New Zealand, the provision of courses outside of New Zealand is not allowed.

The ownership and copyright for all manuals, materials, documents, drawings, specifications, trade names, video content, images and logos, trademark/s and intellectual property are retained by MSC.

Term of agreement:

- This is an indefinite agreement and does not need to be renewed on an annual basis.
- This agreement may be terminated in writing by either the Provider or MSC at any time, with 30 days notice.
- MSC reserves the right to revoke endorsement should the Provider or any instructor breach the terms of this agreement.
- If the provider will not provide courses for a given year, they should notify MSC.

In signing this agreement, you confirm your commitment to delivering the courses and to complying with the requirements detailed above.

This Agreement is between MSC and _____ (the Organisation).

Postal Address _____

Signed on behalf of MSC

Signed on behalf of the Provider

Name:	Name:
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Position:	Position:
Signature:	Signature:
Date:	Date:

Appendix A: Instructor Endorsement Acknowledgement Form

All instructors delivering ASC1 or ASC2 under this Agreement must complete and return this form to MSC.

Instructor Details

Full Name: _____

Email: _____

Phone: _____

Current ARM Qualification:

- ☐ NZ Certificate in Avalanche Risk Management – Level 5
☐ NZ Certificate in Avalanche Risk Management – Level 6

Endorsement Type:

- ☐ Teaching ASC1 only
☐ Teaching ASC1 and ASC2

Instructor Acknowledgement

By signing below, I confirm that:

1. I meet the current qualification and experience requirements for delivering MSC avalanche courses.
2. I understand and agree to deliver courses in accordance with MSC guidelines, using only approved resources.
3. I agree to remain current in my qualifications and professional development.
4. I understand that my name will be made publicly available via the MSC/NZAA website as an endorsed instructor.
5. I agree to notify MSC of any change in my qualifications or ability to deliver courses.

Signature: _____

Date: _____