



Conference on Search and Rescue

(Saint Denis de La Réunion, September 3 – 7, 2007)

**WP/6 – Draft Agreement between Ministries Responsible for Civil
Aviation and Defense**

(Original text in the French language)

**MINISTRY RESPONSIBLE FOR
AIR TRANSPORTATION**

MINISTRY OF DEFENSE

M E M O R A N D U M

BETWEEN

THE MINISTRY OF DEFENSE

AND

THE MINISTRY RESPONSIBLE FOR AIR TRANSPORTATION

RESPECTING

THE SEARCH AND RESCUE OF AIRCRAFT IN DISTRESS

[Note: This sample memorandum of understanding between the ministries responsible for air transportation and the armed forces was written in respect of a state in which responsibilities are distributed between these two ministries as follows:

- Planning and definition of general SAR policy: Ministry responsible for transportation*
- Implementation of the RCC and of most SAR units (aeronautical, in particular): Ministry of Defense*

This document shall therefore be most useful in states with almost identical distributions of responsibilities]

REFERENCES:

1. Convention on International Civil Aviation (Chicago, December 7, 1944).
2. Decree N° _____ of _____ Respecting the Search and Rescue of Aircraft in Distress.
3. Interministerial Order of _____ Respecting the Organization and Operation of Search and Rescue Services in _____.

that the parties agree as follows:

Article I. Purpose

The purpose of this memorandum of understanding (MOU) is to define, pursuant to article _____ of Reference 2, the respective roles of the Armed Forces and of the _____ *[to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency]* within the framework of the search and rescue of aircraft in distress in peacetime, to the exclusion of all other types of operations.

Article II. Definitions and Acronyms

For the purposes of this memorandum, an aircraft or a ship is considered to be in distress if the craft and its occupants are facing, or are presumed to be facing, serious and/or imminent danger for which they require immediate assistance.

The international acronym SAR covers all responsibility, activities or resources used in the search and rescue of aircraft and ships in distress. The following definitions shall apply:

- **Search and Rescue Region:** (international acronym: SRR): An area with defined dimensions, associated with a rescue coordination centre, in which search and rescue services are provided.
- **Rescue Coordination Centre** (international acronym: RCC): A unit responsible for promoting effective organization of search and rescue services and for coordinating the conduct of operations within a search and rescue region;
- **Rescue Sub-Centre** (international acronym: RSC): A unit subordinate to a rescue coordination centre, created to complement the latter in accordance with the specific provisions established by the competent authorities;
- **[Joint Search and Rescue Centre:** (international acronym: JRCC): A rescue coordination centre responsible for both aeronautical and maritime search and rescue incidents.]
- **Search and Rescue Unit:** A unit composed of trained personnel and provided with equipment suitable for the expeditious conduct of search and rescue operations.

Article III. Conditions for the Use of Armed Force Air Resources

Armed Forces air resources may be involved in SAR missions:

- permanently (on standby for specific SAR purposes);
- on a complementary basis (resources identified, but not on standby for SAR);
- occasionally (any other air resource capable of contributing to a SAR operation on an ad hoc basis, upon request by the RCC).

All Ministry of Defense air resources may be deployed on a complementary or occasional basis in SAR operations. These resources are deployed by the RCC with the consent of the _____ *[competent authority to be specified for the particular state in which this MOU is signed; for example: Chief of the Air Staff or his/her delegate]*.

Article IV. Conditions for the Use of Armed Force Sea and Land Resources

All Ministry of Defense sea or land resources may be deployed on a complementary or occasional basis in SAR operations. These resources are deployed by their home units upon request by the RCC.

Article V. Exercises and Training

V.01 Exercises

To provide personnel with training for SAR operations, the SAR Study and Coordination Department *[the terms "Office" or "Section" may also be used]* shall, with the cooperation and consent of the ministries concerned¹, prepare and distribute an annual program of national and international exercises.

[Depending on the financial provisions applicable in the state in which this MOU is signed, the following may – or may not – be added:

The jet fuel actually used by the Armed Forces during exercises is billed in same manner as that used during actual operations (see Appendix 2).]

V.02 Training

Armed Forces personnel involved in SAR missions shall take part in special SAR training sessions according to a schedule coordinated (dates, duration, cost, etc.) between _____ *[competent military authority to be specified for the particular state in which this MOU is signed; for example: the Chief of the Air Staff or his/her delegate]* and _____ *[to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency]*.

At the same time, civil aviation personnel may participate in practical training sessions organized by the Armed Forces, based on terms to be agreed upon by the civil aviation services and the military bodies involved.

Article VI. Embarkation of Personnel during a SAR Mission

The Ministry of Defense is responsible for authorizing embarkation onto national military aircraft by civilian personnel of _____ *[state in which this MOU is signed]*, foreign civilian personnel as well as foreign military personnel.

In the SAR context, the appropriate request should be submitted by the _____ *[to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency]* to the _____ *[competent authority; for example: the RCC]*.

The state's civil liability with respect to civilian passengers and foreign military personnel aboard such vessels shall be covered under an insurance policy taken out in accordance with _____ *[for example: the Civil Aviation Code]*.

Article VII. Responsibility for Expenses Related to SAR Responses

[Note: The provisions of this article are relatively specific to the state in which this sample MOU was written. It is important to ensure that said provisions are consistent with the policy adopted by the state in which this MOU is signed – this policy is usually defined in the decree or interministerial order respecting SAR services.]

Each government department, public organization or local government participating in operations, training exercises or other SAR activities is responsible for the expenses it incurs in using the services and resources that usually come under its authority or control². The same applies to reparations for bodily injury and property damage caused by or incurred during the provision of said services and resources, the conditions of which are established by internal authorities.

Notwithstanding this rule, the _____ *[to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency]* at _____ *[competent authority; for example: the RCC]* shall assume the following expenses:

¹ See Interministerial Order of _____ Respecting the Organization and Operation of Search and Rescue Services (SAR) in _____.

² Interministerial Order of _____

- fuel consumed by Armed Forces search and rescue units³ in the context of exercises planned and approved in advance by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency] and actual SAR missions, up to a maximum limit defined annually by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency] for each type of unit (aircraft, ship, land vehicle);
- certain expenses relating to the assessment, supply and possible renewal or repair of special ground or on-board transmission resources required for the conduct of SAR operations;
- [RCC liaison vehicle];
- SAR mission-specific materials and equipment such as winches, portable or on-board direction finders and practice beacons.

None of the expense categories referred to above may exceed a ceiling defined annually by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency].

The reimbursement conditions for each expense category are defined in paragraph VIII.02.

With the exception of fuel for actual SAR operations whose reimbursement is subject to special provisions as stipulated in paragraph VIII.01 of this MOU, all the above expenses must, under all circumstances, be explicitly approved in advance by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency].

Article VIII. Reimbursement Procedure

VIII.01 Reimbursement of Fuel Costs

The Armed Forces shall be reimbursed for fuel consumed by their search and rescue units during SAR missions (including exercises) based on a statement established by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Aviation Directorate or Agency] during the first quarter of every year, covering the period from January 1 to December 31 of the preceding year. This document shall specify the average number of usage hours for each resource (aeronautical, land or maritime) in SAR operations, based on detailed reports prepared for each SAR operation by the _____ [to be specified for the particular state in which this MOU is signed; for example: the RCC] to the _____ [to be specified for the particular state in which this MOU is signed; for example: to the SAR Study and Coordination Office (the National Civil Aviation Directorate or Agency)].⁴

[The cost of fuel is determined by computing the average (C_A) official fuel prices on January 1st (C_1), July 1st (C_2), and of December 31st (C_3) of the preceding year]:

$$C_A = \frac{C_1 + C_2 + C_3}{3}$$

The hourly consumption for each resource (aeronautical, land or maritime) shall be determined by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency] based on published performance figures.

The total amount reimbursed (R) corresponds to the product, for each resource (aeronautical, land or maritime), of the hourly consumption (C_h) multiplied by the average cost of fuel (C_A), multiplied by the usage time during SAR missions (T_u). In all cases, this amount must be lower than the maximum (M) fixed annually by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency] for each type of resource:

$$R = C_h \times C_A \times T_u, \text{ where } R \leq M$$

³ As defined in Chapter 1 of Appendix 12 of the Convention on International Civil Aviation (Chicago, December 7, 1944)

⁴ Interministerial Order of _____

The amount thus computed shall be paid by the _____ *[to be specified for the particular state in which this MOU is signed; for example: the National Aviation Directorate or Agency]* no later than *[eighty days]* after the statement is issued. *[The reimbursement shall be in the form of a fuel credit, paid for by _____ [to be specified for the particular state in which this MOU is signed; for example: the National Civil Aviation Directorate or Agency] to the normal fuel suppliers to the operators of deployed units].*

In the event of operations that are exceptionally complex and costly (above *[40 hours]* of usage of aeronautical or maritime resources), special procedures may be put in place by common agreement between the Ministry of Defense and the Ministry Responsible for Air Transportation.

VIII.02 Other Expenses

The other expenses identified in Article VII shall be covered in a statement of requirements submitted each quarter by _____ *[to be specified for the particular state in which this MOU is signed; for example: the RCC]* to _____ *[the competent authority; for example: the National Civil Aviation Directorate or Agency]*.

Following a review of the statement of requirements, in consultation with the RCC, the _____ *[the competent authority; for example: the National Civil Aviation Directorate or Agency]* shall proceed to purchase or repair the equipment identified.

The material and equipment so made available to the RCC shall remain the property of the _____ *[the competent authority; for example: the National Civil Aviation Directorate or Agency]*.

Article IX. Arbitration Procedures

[To be defined in accordance with the applicable rules in the State in which this MOU is signed].

Article X. Validity and Amendment of the Memorandum

[Any amendment of this memorandum shall be subject to a supplemental agreement established in bilateral meetings between the Ministry of Defense and the Ministry responsible for Air Transportation, upon request by either party.

This memorandum of understanding shall come into effect on the day the last visa is affixed thereon, and shall remain in effect until its termination by either party upon three months written notice to the other party.

In the event of termination, the parties shall jointly determine transitional measures related to the administrative and financial provisions of this memorandum of understanding.

Done in duplicate in _____, on

The Minister Responsible for Air
Transportation

The Minister of Defense