**TEMPLATE FOR**

**MCC/SPOC Model [Agreement, Arrangement]**

**[Agreement, Arrangement]**

**between**

**[name] Mission Control Centre**

**and**

**[State name] SAR Point of Contact**

**for the Distribution and Reception of Cospas-Sarsat Distress Alert Data for Search and Rescue**

**DEFINITIONS**

**[“Agreement**” **or “Arrangement”]** means this [Agreement or Arrangement];

 **“Ground Segment Provider”** means any State which establishes and operates the ground segment equipment and avails itself to the System, under the terms of the International Cospas-Sarsat Programme Agreement (ICSPA) and in the context of this [agreement, arrangement], [State];

**“Local User Terminal (LUT)”** means a computer hardware system installed to receive signals relayed by the satellites and processes them to determine radio beacon location;

**“Mission Control Centre (MCC)”** means a computer system established to accept the output from the Local User Terminal and convey distress alert and location data to appropriate authorities and in the context of this MOU, the [name] SPOC;

 **“Radio beacons”** means distress alert instruments designed to be activated in a distress and to transmit a radio signal at 406 MHz, the characteristics of which comply with appropriate provisions of the International Telecommunication Union and Cospas-Sarsat specifications;

**“Search and Rescue Point of Contact (SPOC)”** means Rescue Co-ordination Centres and other established and recognized national points of contact which can accept responsibility to receive Cospas-Sarsat alert data to enable the rescue of persons in distress;

**“Service Area”** means that part of the world within which a Cospas-Sarsat alert data distribution service is provided by an MCC, in accordance with document C/S P.011 “Cospas-Sarsat Programme Management Policy”; an MCC Service Area is defined by the list of SPOCs to which that MCC distributes Cospas-Sarsat alert data;

 **“System”** means the Cospas-Sarsat System comprising a Space Segment, Ground Segment and radio beacons operating at 406 MHz.

1. **PURPOSE**
	1. The purpose of this [Agreement, Arrangement] between the [MCC] and [SPOC] is to formalize the exchange of space based distress alerts received through the satellite system of the International Cospas-Sarsat Programme. This is to ensure that institutional arrangements between the two entities at the operational level are effective.
	2. This [Agreement, Arrangement] aims to ensure that rapid and reliable two-way communication is established between the two centres servicing the [name] Search and Rescue Region (SRR) for prompt provision of Search and Rescue Services to persons in distress in aviation, maritime and land incidents.
2. **INTRODUCTION**
	1. Knowing the importance of co-operation in search and rescue (SAR), and of the provision of expeditious and effective SAR services;
	2. Desiring to support the provisions of the Convention on International Civil Aviation of the International Civil Aviation Organisation (ICAO) and the International Convention on Maritime Search and Rescue of the International Maritime Organisation (IMO);
	3. Noting the Standards and Recommended Practices in Annex 12 to the Convention on International Civil Aviation of ICAO and the provisions of the International Convention for the Safety of Life at Sea (SOLAS);
	4. Supporting the principles of the Cospas-Sarsat Programme as determined by the Cospas-Sarsat Council;
	5. The [MCC] and [SPOC] have agreed as follows:
3. **OBJECTIVES**

[Administration of MCC], as signatory to the International Cospas-Sarsat Programme Agreement, shall pursue the following objectives:

* 1. Provide distress alert and location data from the System to the international community in support of SAR operations on a non-discriminatory basis;
	2. Support, by providing these distress alert and location data, the objectives of IMO and ICAO concerning search and rescue;
	3. Cooperate with other national authorities and relevant international organizations in the operation and co-ordination of the System;
	4. Provide and confirm distress alert and location data from the Cospas-Sarsat System from the [name] MCC to the [SPOC]; and
	5. Provide information concerning the System status to [SPOC].

The [SPOC] shall at all times endeavour to support the [MCC] in its efforts to fulfil its objectives and commitments under the ICSPA in accordance with the provisions of this [Agreement, Arrangement].

The MCC and SPOC shall establish reliable communication links (AFTN, fax, email) and operational procedures, which include backup routines.

In the spirit of close cooperation, the MCC and SPOC shall consult from time to time with a view to ensuring the full implementation of the provisions of this [Agreement, Arrangement] and necessary amendments as appropriate.

1. **PROCEDURES**
	1. The [name] Mission Control Centre ([.]MCC) established in [location], [State], providing services under the ICSPA shall communicate distress alerts located in the SRR of the SPOC, or for beacons which contain the country code of the SPOC to [SPOC], [State] for undertaking search and rescue services, assisted as required by RCCs within the State of the SPOC.
	2. MCC and SPOC agree that the distribution of alert data by [name] MCC is undertaken on a best effort basis and that [name] MCC cannot guarantee continuous system availability.
	3. [State] shall designate a single SAR point of contact (SPOC), where possible, for receiving Cospas-Sarsat alert and location data for distress locations in their SAR area of responsibility and provide the address, telephone, telex or facsimile number or AFTN address of their SPOC to [MCC] and the Cospas-Sarsat Secretariat (Attachment 1).
	4. [SPOC] will immediately notify [MCC] of any changes to the provided contact details in (Attachment 1).
	5. [SPOC] shall develop a comprehensive plan for the distribution of distress alert and location data to SAR authorities within its SRR, as appropriate.
	6. The [SPOC] shall endeavour to minimize false alerts in their country.
	7. The [SPOC] shall provide information on their national point of contact for beacon registers to the Cospas-Sarsat Secretariat and the [MCC].
	8. If no national registry is available, the [SPOC] shall facilitate through national regulations, and otherwise, use of the IBRD to register all beacons with the SPOC's country code, and shall encourage beacon owners to promptly register their beacons and to periodically revalidate their data in the IBRD. SPOCs must keep in mind that ready availability to rescuers of registration data could make the difference between life and death in a distress incident.
	9. The [SPOC] shall maintain reliable communication links with MCC and respond to monthly communication tests from the [name] MCC immediately after receipt thereof (not using an automatically generated response) to verify the integrity of communications links between the MCC and SPOC.
	10. [SPOC] shall communicate routine reports, such as alert summaries and monthly operations reports on SAR incidents that were assisted by Emergency Locator Transmitters (ELTs), Emergency Position-indicating Radio Beacons (EPIRBs) or Personnel Locator Beacons (PLBs) to [MCC] on a regular basis, with special reports as and when required.
2. **DEPOSITARY**

The Depositary of this [Agreement, Arrangement] and any subsequent amendments thereto shall be the Secretariat of the International Cospas-Sarsat Programme.

The MCC and SPOC will also provide a signed copy of this [Agreement, Arrangement] to the ICAO Regional Office concerned with the [name] SRR and the IMO Secretariat, if desired by them.

1. **ENTRY INTO FORCE, AMENDMENT, RENEWAL AND TERMINATION**

This [Agreement, Arrangement] will enter into effect when it has been signed on behalf of all parties. The [Agreement, Arrangement] shall remain in force for a period of two years from the date on which it enters into force and shall be extended automatically for successive periods of two years.

* 1. This [Agreement, Arrangement] is signed on Day\_\_\_\_\_of\_\_\_\_\_\_\_\_\_20xx, between [MCC] and [SPOC].
	2. The [Agreement, Arrangement] will be reviewed as required and may be modified or amended by mutual agreement of both parties in writing.
	3. Both parties, in the event of initiating action to terminate the [Agreement, Arrangement] shall give the other party a minimum of 120 days prior notice in writing.

1. **SIGNATURE**

**AUTHORIZED REPRESENTATIVE [MCC] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **SIGNATURE**

**AUTHORIZED REPRESENTATIVE [SPOC] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**