



**INTERNATIONAL CIVIL AVIATION ORGANIZATION**

**REPORT OF THE FIRST MEETING OF THE  
ACCIDENT AND INCIDENT INVESTIGATION GROUP  
(AIIG/1)**

*(Virtual Meeting, 7-9 September 2021)*

The views expressed in this Report should be taken as those of the ANP Working Group and not of the Organization. This Report will, however, be submitted to the MIDANPIRG and any formal action taken will be published in due course as a Supplement to the Report.

Approved by the Meeting  
and published by authority of the Secretary General

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## **PART I – HISTORY OF THE MEETING**

### **1. PLACE AND DURATION**

1.1 The First Meeting of the Accident and Incident Investigation Group (AIIG/1) was held from 7 to 9 September 2021.

### **2. OPENING**

2.1 Mr. Mohamed Smaoui, Acting Regional Director, ICAO Middle East (MID) Regional Office opened the meeting, He welcomed all the participants.

2.2 Mr. Smaoui recalled the meeting that this meeting was planned to be hosted thankfully by the United Arab Emirates in 2020; unfortunately, due to the COVID-19 pandemic outbreak, the meeting was postponed twice and at the end is being conducted today virtually.

2.3 Mr. Smaoui pointed out that some States in the region have developed well-resourced and sophisticated aviation systems which can match the highest standards in aviation anywhere in the world. Other States have been less fortunate and struggle to reach the required standards, taking in mind that USOAP-CMA audits have highlighted that some States do not have the resources necessary to investigate the full range of aircraft accidents and incidents. He also encouraged States to join and support the MENA AIG Regional Cooperation Mechanism (MENA ARCM).

2.4 He also to highlight that the main output of this meeting is to finalize the Draft MENA ARCM MoU to be presented to the 5<sup>th</sup> DGCA-MID virtual meeting which will be held 21-22 Sep 2021 for endorsement.

2.5 Finally, Mr. Smaoui thanked all the participants for their attendance and wished the meeting every success in its deliberations.

### **3. ATTENDANCE**

3.1 The meeting was attended by a total of fifty-eight (58) participants from Fourteen (14) States (Bahrain, Egypt, Iran, Iraq, Jordan, Kuwait, Morocco, Oman, Palestine, Qatar, Saudi Arabia, Sudan, UAE and Yemen) and two (2) Organization/s (ACAO, IFALPA). The List of Participants is at **Attachment A** to the Report.

### **4. OFFICERS AND SECRETARIAT**

4.1 The meeting was chaired by Capt. Aysha Mohammed Al Hamili, Acting Assistant Director-General - Air Accident Investigations, UAE.

4.2 Mr. Mohamed Chakib, RO/SAF-IMP was the Secretary of the meeting.

### **5. LANGUAGE**

5.1 Discussions were conducted in English and documentation was issued in English.

### **6. AGENDA**

6.1 The following Agenda was adopted:

- Agenda Item 1: Adoption of the Provisional Agenda and Election of Chairpersons
- Agenda Item 2: Regional Performance Framework
- Agenda Item 3: Future Work Programme
- Agenda Item 4: Any other business

**7. CONCLUSIONS AND DECISIONS – DEFINITION**

7.1 All MIDANPIRG Sub-Groups and Task Forces record their actions in the form of Conclusions and Decisions with the following significance:

- a) **Conclusions** deal with the matters which, in accordance with the Group’s terms of reference, merit directly the attention of States on which further action will be initiated by ICAO in accordance with established procedures; and
- b) **Decisions** deal with matters of concern only to the MIDANPIRG and its contributory bodies

**8. LIST OF DRAFT CONCLUSIONS AND DRAFT DECISIONS**

*DRAFT DECISION 1/1    ENDORSEMENT OF AIIG TORS*

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**PART II: REPORT ON AGENDA ITEMS****REPORT ON AGENDA ITEM 1: ADOPTION OF THE PROVISIONAL AGENDA AND ELECTION OF CHAIRPERSONS**

- 1.1           The subject was addressed in WP/1 presented by the Secretariat.
- 1.2           Capt. Aysha Mohammed Al Hamili, Acting Assistant Director-General - Air Accident Investigations, United Arab of Emirates, and Mr. Abdulelah Felemban, DG Aviation Investigation Bureau, Kingdom of Saudi Arabia, were unanimously elected as the Chairperson and Vice-Chairperson of the Accident and Incident Investigation Group (AIIG), respectively.
- 1.3           The meeting reviewed and adopted the Provisional Agenda as at paragraph 6 of the History of the Meeting.

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**REPORT ON AGENDA ITEM 2: REGIONAL PERFORMANCE FRAMEWORK*****AIIG TORs Draft***

2.1 The subject was addressed in WP/2 presented by the Secretariat. The meeting reviewed and updated the AIIG/1 Terms of References (TORs) as at **Appendix 2A**, and agreed to its presentation to the RASG-MID/9 meeting for endorsement. Accordingly, the meeting agreed to the following Draft Decision:

***DRAFT DECISION 1/1 ENDORSEMENT OF AIIG TORs***

*That, the Terms of References (TORs) of the AIIG, are endorsed as at **Appendix 2A**.*

***MENA ARCM MoU Draft***

2.2 The subject was addressed in WP/3 presented by the Secretariat. The meeting recalled that the DGCA-MID/4 meeting, through Conclusion 4/6, endorsed the Strategy for the enhancement of cooperation among the Middle East and North Africa (MENA) States in the provision of AIG Functions.

2.3 The meeting also recalled the DGCA-MID/5 meeting, through Conclusion 5/4, endorsed the MENA AIG Regional Cooperation Mechanism (MENA ARCM).

2.4 The meeting noted the draft MENA ARCM MoU (in both languages Arabic and English) circulated to the MENA States for review and noted that replies received from Nine (9) States, namely Bahrain, Egypt, Iran, Jordan, Morocco, Qatar, Saudi Arabia, UAE and Yemen.

2.5 The meeting noted that each MENA ARCM member State to nominate an AIG expert to support the MENA ARCM Committee and the MENA ARCM MoU, once endorsed by the 5<sup>th</sup> DGCA-MID virtual meeting to be circulated to MENA States by ICAO MID office for signature.

2.6 The meeting recognised the challenges to be faced by States during the signature of the MENA ARCM MoU. To address these challenges and expedite the process of the MENA ARCM MoU signature, the meeting strongly supported the proposal to circulate the MENA ARCM MoU in both languages Arabic and English so that States would have the option to sign the most convenient language version.

2.7 The meeting reviewed the Draft MENA ARCM MoU (in both languages Arabic and English) at **Appendices 2B and 2C** and agreed to its presentation to the DGCA-MID/5 meeting for endorsement.

***Follow-up on the RASG-MID/8 Conclusions and Decisions***

2.8 The subject was addressed in WP/4 presented by the Secretariat. The meeting reviewed the progress made for the implementation of the RASG-MID/8 Conclusions and Decisions as at **Appendix 2D**.

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***Questionnaire on Establishing a Platform for Sharing Safety Recommendations Issued by the MENA States***

2.9 The subject was addressed in WP/5 presented by UAE. It was highlighted that the Safety Recommendations are the utmost results of investigation conducted by States. Such outcomes are worthwhile to be shared among States, through a database/online application or data repository. A bigger size safety recommendations database can assist States in carrying out more precise and comprehensive analysis, which will enhance their capabilities in formulating more effective safety recommendations, and exponentially improve their State-level risk management.

2.10 The meeting noted that MENA ARCM Member States to utilize the MENA ARCM for managing safety recommendations issued by the MENA ARCM Member States at the regional level. The preferable means/media for sharing the safety recommendations and posting them to the joint-dataset/repository would be determined based on the survey outcomes.

2.11 The meeting agreed to establish a repository for MENA ARCM Member States to allow sharing and analysis of their safety recommendations and accordingly, the meeting reviewed the draft questionnaire at **Appendix 2E** and agreed to its presentation to the RASG-MID/9 meeting for endorsement.

***RASG-MID Organizational structure***

2.12 The subject was addressed in PPT/1 presented by Secretariat. The meeting was provided with an overview regarding RASG-MID Organizational structure.

***MID-RASP 2020-202 Edition and Event Risk Assessment Methodologies***

2.13 The subject was addressed in PPT/2 and PPT/3 presented by Secretariat. The meeting was apprised and thanked the Secretariat for sharing the event risk assessment methodologies.

***RAIO-CP and SAM ARCM***

2.14 The subject was addressed in PPT/5 and PPT/6 presented by Secretariat and SAM ARCM respectively. The meeting was apprised of SAM ARCM's experience and practices related to the establishment and implementation of SAM ARCM. The meeting thanked SAM ARCM for sharing their experiences, which was highly appreciated by the participants.

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APPENDIX 2A

DRAFT TERMS OF REFERENCE

FOR

ACCIDENT AND INCIDENT INVESTIGATION GROUP  
(AIIG)

**1. PURPOSE OF THE AIIG**

The AIIG is established to:

- 1.1 Enhance the effectiveness of MENA States' aircraft accident and incident investigation capabilities through the sharing of knowledge and experience in the field of aircraft accident and incident investigation.
- 1.2 Support and facilitate cooperation among the MENA States through managing the activities of the MENA Accident Investigation Regional Cooperation Mechanism (MENA ARCM).
- 1.3 In accordance with its Terms of Reference (ToR), the AIIG shall:
  - a. Encourage and support the development of aircraft accident and incident investigation common standards, rules and regulations for enhancing effective implementation of SARPs relevant to aircraft accident and incident investigation within MENA States.
  - b. Identify challenges that face the MENA States in the course of aircraft accident and incident investigations, and propose solutions.
  - c. Review the aircraft accident and incident investigation reports and the safety recommendations issued by MENA States, including the identification of possible trends.
  - d. Cooperate and coordinate with all partners for effective use of AIG resources available in the MENA States, including expertise, training capabilities, equipment, investigation know-how and information, standards and guidance, etc.
  - e. Develop an agreed and harmonized MENA States database of accidents and incidents and utilize this database for identifying operational safety risks and their corresponding controls/mitigations to enhance aviation safety.
  - f. Provide safety data and safety information on accidents and incidents to the MID-Annual Safety Report Group (ASRG) for the development of the MID Annual Safety Report.
  - g. Monitor developments in ICAO in respect of aircraft accident and incident investigation issues and propose initiatives to the RASG-MID.
  - h. Coordinate with SEIG on all Safety Enhancement initiatives (SEIs) related to AIG.
  - i. Manage the activities of the MENA ARCM in coordination with MENA ARCM Committee.

1.4 Roles and responsibilities of MENA ARCM Committee:

- i. Advises and update the Chairperson of AIIG on the progress of the MENA ARCM activities.
- ii. Acts as a liaison between their States and the AIIG to establish an agile communication link with the AIIG and to regularly attend AIIG and MENA ARCM meetings and teleconferences/video conferences.
- iii. Contributes with expertise to conduct the work activities of MENA ARCM.
- iv. Develops and update the MENA ARCM plan of action.
- v. Facilitates and support the implementation of MENA ARCM MoU.
- vi. Identifies the assistance requirements of MENA ARCM member States in terms of aircraft accident and incident investigation, training, sharing of information, best practices, etc.
- vii. Promotes and coordinates MENA ARCM activities within the authorities responsible for aircraft accident and incident investigation of States.
- viii. Encourages and recommends to MENA ARCM member States on the implementation of harmonised regulations and procedures.

2. COMPOSITION

The AIIG is composed of Members designated by the following MENA States, MENA ARCM Committee Focal Points (FPs), and Partners/Observers:

- **States:** MENA States/ MENA ARCM FPs
- **MENA ARCM Committee FPs:** Composed of Focal Points to be nominated by MENA ARCM member States.
- **Partners/Observers:** AACO, ACAO, Gulf Flight Safety Council, IATA, IFALPA, IFATCA, International Society of Air Safety Investigations (ISASI), Middle East and North Africa Society of Air Safety Investigators (MENASASI), Experts from relevant aviation industry.

3. ROLES AND RESPONSIBILITIES

- AIIG Chairperson – Coordinate with Secretariat of AIIG for managing activities including the MENA ARCM activities and provide overall guidance and leadership;
- AIIG Vice Chairperson – Assist the Chairperson and when required;
- Members – Accomplish tasks related to AIIG and form representation of their States
- ICAO – Support; and
- Partners/Observers – Provide technical expertise as requested by the AIIG Chairperson.

4. MEETINGS ARRANGEMENTS

- The Chairperson, in close co-operation with the Secretary, shall make all necessary arrangements for the most efficient working of the AIIG. The AIIG shall at all times conduct its activities in the most efficient manner possible with a minimum of formality and paper work (paperless meetings). Permanent contact shall be maintained between the Chairperson, Secretary and Members of the AIIG to advance the work. Best advantage should be taken of modern communications facilities, particularly video-conferencing (Virtual Meetings) and e-mails.
- Face-to-face meetings as well as virtual meeting will be conducted when it is necessary to do so.

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APPENDIX 2B

## مذكرة تفاهم فني متعددة الأطراف بين

سلطات التحقيق في حوادث ووقائع الطائرات للدول الأعضاء بمنطقة الشرق الأوسط وشمال  
أفريقيا

تحت إطار آلية التعاون الإقليمي للتحقيق في حوادث الطائرات  
(ARCM)

### الديباجة

تم إبرام مذكرة التفاهم هذه (المشار إليها فيما يلي باسم مذكرة التفاهم) وتدخل حيز التنفيذ في ..... هذا اليوم من 202X بين السلطات المسؤولة عن التحقيق في حوادث ووقائع الطائرات للدول المدرجة في الملحق.

المشار إليهم طيه بصورة جماعية باسم "الأطراف" وبشكل فردي باسم "الطرف" ؛

وحيث إن المنظمة الدولية للطيران المدني (الإيكاو) تعتبر الهيئة الدولية التي تم إنشاؤها بموجب اتفاقية الطيران المدني الدولي لعام 1944 (اتفاقية شيكاغو) والتي تتمثل أهدافها الرئيسية في تحقيق نمو آمن ومنتظم للطيران المدني الدولي، وتنفيذ واعتماد مبادئ وأحكام اتفاقية شيكاغو، بما في ذلك القواعد والتوصيات فيما يتعلق بالتحقيق في الحوادث والوقائع وغيرها من الأمور المتعلقة بسلامة وكفاءة الملاحة الجوية؛

وإذ تؤكد من جديد على الهدف المنصوص عليه في الملحق 13 لاتفاقية الطيران المدني الدولي ("اتفاقية شيكاغو") وهو أن الهدف الوحيد للتحقيق في حوادث ووقائع الطائرات يجب أن يكون منع وقوع الحوادث والوقائع وليس التحقيق بهدف الإدانة ولا يكون بذلك وسيلة لتحديد المسؤولية؛

وحيث إن المادة 26 من الاتفاقية تنص على أن الدولة التي يقع فيها حادث "سوف تبدأ تحقيقاً في ظروف الحادث وفقاً للإجراء الذي توصي به المنظمة الدولية للطيران المدني، بقدر ما تسمح به قوانينها. "؛

وحيث إن الملحق 13 من الاتفاقية يحدد القواعد والتوصيات الدولية لإجراء التحقيقات في حوادث ووقائع الطائرات من طرف الدول للوفاء بالتزاماتها بموجب المادة 26 من الاتفاقية؛

وإذ ندرك أن عمليات التدقيق وبعثات الاعتماد المنسقة للإيكاو والتي أجريت في إطار نهج الرصد المستمر لبرنامج التدقيق العالمي للسلامة الجوية أظهرت أن العديد من الدول المتعاقدة لم تنشئ / أو تدير هيئات فعالة للتحقيق في الحوادث والوقائع، ويرجع ذلك في المقام الأول إلى الصعوبات التي تجدها في تخصيص المزيد من الموارد لتلك الهيئات لتمكينها من الوفاء بالتزاماتها بموجب الاتفاقية وملحقاتها؛

وإذ نأخذ بعين الاعتبار توصيات اجتماع شعبة التحقيق في الحوادث والوقاية منها الذي عقد في مونتريال، كندا، من 13 إلى 18 أكتوبر 2008 ولا سيما التوصية 3/6 أ ، والتي حثت الدول المتعاقدة عند وقوع حادث في أراضيهم لإجراء تحقيقات السلامة وفقاً للمادة 26 من اتفاقية شيكاغو والملحق 13 ، وللحصول على الدعم الإقليمي إذا كانت القدرات أو الموارد المطلوبة غير متوفرة ؛

و بالنظر إلى أن الدورة الثامنة والثلاثين لجمعية الإيكاو قررت، في الملحق ن - التعاون بين الدول الأعضاء فيما يتعلق بالتحقيقات في حوادث الطائرات، أن توصي الدول المتعاقدة بالتعاون في التحقيق في حوادث الطائرات، وخاصة الحوادث التي يتطلب التحقيق فيها خبراء ومرافق عالية التخصص وتحقيقا لهذه الغاية، توصي الدول الأعضاء والمنظمات الإقليمية للتحقيق في الحوادث ، إلى أقصى حد ممكن ب:

- أ) تقديم مساعدة الخبراء والتسهيلات، بناءً على طلب الدول الأعضاء الأخرى، للتحقيق في حوادث الطائرات الكبرى؛ و
- ب) إتاحة الفرصة للدول الأعضاء التي تسعى للحصول على خبرة في التحقيق لحضور التحقيق في حوادث الطائرات، من أجل تطوير وتعزيز الخبرة في التحقيق.

**وبالنظر إلى أن اجتماع المنظمة العربية للطيران المدني/المجلس التنفيذي/42 (الرباط ، المغرب ، 17-18 ديسمبر 2012) قد اعتمد، بموجب القرار 6- ، على الاستراتيجية المشتركة بين المكتب الإقليمي للشرق الأوسط لايقا و المنظمة العربية للطيران المدني بشأن إنشاء هيئة إقليمية للتحقيق في حوادث الطائرات في منطقة الشرق الأوسط وشمال إفريقيا و التي تم بلورتها على اثر ورشة عمل نظمتها كل من الايكاو و المنظمة العربية للطيران المدني (الرباط ، المغرب ، 12-13 ديسمبر 2012) حول البرامج الإقليمية للسلامة الجوية ؛**

**و اذ نشير إلى أن الاجتماع الثاني للمدراء العامون للطيران المدني لمنطقة الشرق الأوسط (جدة- المملكة العربية السعودية 20-22 مايو 2013) أشار إلى أن المنظور العام يؤكد أن احداث هيئة إقليمية للتحقيق في حوادث الطائرات سيضمن فعالية التحقيقات ويعزز الامتثال لأحكام الملحق 13 ويساهم في تعزيز سلامة الطيران؛ وبناءً عليه، من خلال الاستنتاج 11/2 ، أقر الإصدار الأول من استراتيجية إنشاء هيئة إقليمية للتحقيق في حوادث الطائرات ؛**

**و بالنظر إلى الاجتماع الرابع للمدراء العامون للطيران المدني لمنطقة الشرق الأوسط (مسقط ، عمان ، 17-19 أكتوبر 2017) الذي أقر الاستراتيجية ، ووافق على توصية الاجتماع السادس للمجموعة الإقليمية للسلامة بمنطقة الشرق الأوسط لمواصلة استكمال /مراجعة خارطة الطريق ؛**

**و بالنظر إلى الاجتماع 57 للمجلس التنفيذي للمنظمة العربية للطيران المدني (الرباط، عمان، 28-29 ديسمبر 2017) الذي أقر استراتيجية الهيئة الإقليمية للتحقيق في حوادث الطائرات المحدثة وخارطة الطريق الخاصة بها والتي تم تحديثها ووضع صيغتها النهائية خلال ورشة العمل المشتركة بين الايكاو والمنظمة العربية للطيران المدني (جدة ، المملكة العربية السعودية ، 25-27 أبريل 2017) ؛**

**و بالنظر إلى الاجتماع الخامس للمدراء العامون للطيران المدني (الكويت 4-6 نونبر 2019) و الذي صادق على آلية التعاون الإقليمي فيما يتعلق بالتحقيق في حوادث و وقائع الطائرات ؛**

**وبالنظر إلى الحاجة إلى اتفاق أوسع بين سلطات التحقيق في حوادث الطائرات للدول الأعضاء بمنطقة الشرق الأوسط وشمال أفريقيا حول آلية التعاون الإقليمي للتحقيق رغبة في إضفاء الطابع الرسمي وزيادة التعاون والتنسيق في التحقيق في الحوادث والوقائع؛**

**وإذ نلتزم بتعزيز قدرات ومهنية المحققين المعنيين بحوادث الطائرات ؛**

**و اذ نرغب في تبادل الخبرات والتجارب المتعلقة بالتحقيق في حوادث و وقائع الطائرات ؛ و**

وإدراكًا لمصلحتهم المشتركة في إنشاء إطار دائم للتعاون في مجال التحقيق في حوادث ووقائع الطائرات.  
قد وصل الأطراف الى الاتفاق التالي:

### 1. الغرض

الغرض من مذكرة التفاهم هذه هو تحديد مجالات التعاون بين الأطراف لتقديم معارفهم وخبراتهم المتاحة بهدف جعل التحقيق في حوادث ووقائع الطائرات أكثر فعالية، وبغرض استخدام نتائج التحقيقات وبحوث السلامة في تحسين سلامة الطيران.

### 2. المصطلحات

يكون للكلمات والعبارات المستخدمة في مذكرة التفاهم هذه نفس المعنى المنسوب لها في الملحقين 13 و 19 لاتفاقية شيكاغو.

### 3. مجالات التعاون

3.1 سيتعاون الأطراف في التحقيق في حوادث ووقائع الطائرات ، والتدريب على التحقيق ، وتبادل المعلومات والخبرات ، بما يتفق مع القواعد والتوصيات في الملحق 13 لاتفاقية شيكاغو في حدود ما تسمح به مواردهم والقوانين واللوائح الخاصة بهم . مجالات التعاون هي كما يلي:

أ) المساعدة واستخدام الموارد البشرية في مجال التحقيق وكذا المرافق والمعدات من طرف إلى طرف آخر حسبما يراه مناسباً. قد تشمل هذه المساعدة الخبرة في مجالات الهندسة والعمليات ومسجلات الطائرات والأداء البشري وتنظيم الإدارة.

ب) يجوز لأي طرف، حيثما كان ذلك ممكناً، دعوة محققين تابعين لطرف آخر لحضور الدورات والتدريب العام والمتخصص في التحقيق.

ت) يجوز لأي طرف ، تسهيل إحقاق محققي طرف آخر كمراقبين بتحقيقه في حوادث الطائرات والوقائع الخطيرة ، بهدف تعزيز فهم الطرف الآخر لمتطلبات وإجراءات التحقيق الخاصة به.

ث) عند طلب طرف آخر، يجوز للطرف، تقديم خدمات فريق من المحققين التابعين له (بما في ذلك المتخصصون في تسجيلات الرحلة وغيرهم من الخبراء التقنيين والمتخصصين في الطب الشرعي) للطرف الطالب لينضموا للفريق للمشاركة في التحقيق.

ج) سيقوم الاطراف اتصالات منتظمة ويمكن لكل طرف تنظيم زيارات أو اجتماعات مع طرف آخر بهدف تبادل الخبرات والمهارات والمعرفة الفنية.

ح) ينبغي لطرف ، مشاركة المعلومات ذات الصلة مع الأطراف الأخرى حول التحقيق الذي يجريه والذي أبدى طرف آخر اهتماماً به. ووفقاً لمقتضيات الملحق 13/ ، لن يتم الإفصاح عن هذه المعلومات من قبل الطرف الآخر دون موافقة صريحة من الطرف الذي يجري التحقيق.

خ) وافقت جميع الأطراف على أهمية ما يلي:

(1) تبادل فرص التدريب.

(2) تبادل المعلومات حول استخدام تقنيات أو منهجية أو تقنية أو قواعد تحقيق محددة ؛

3) دعم مواقف ومقترحات الطرف الآخر ، حيثما أمكن ، في المنتديات ذات الصلة بالتحقيق في الحدوث مثل لجان المنظمة الدولية للطيران المدني ومجموعات العمل وندوات الصناعة وغيرها من الأحداث الفنية ؛ و  
4) توفير القدرات البحثية لدعم دراسات السلامة التي يجريها أحد الأطراف.

3.2 يجوز للأطراف تطوير مجالات إضافية للتعاون، بناء على الموافقة المتبادلة، لتوسيع نطاق مذكرة التفاهم هذه . قد يتفق الاطراف على إنشاء منصة لإدارة الأنشطة ذات الصلة بمذكرة التفاهم هذه. و قد تكون هذه المنصة في مستودع الكتروني أو على شكل موقع الكتروني يستضيفه ويديره أحد الأطراف .

#### 4. التنسيق

4.1 يتبادل الاطراف بيانات الاتصال الخاصة بالجهات المسؤولة عن تنفيذ مذكرة التفاهم هذه.

4.2 يقوم كل طرف بإبلاغ الأطراف الأخرى ، كتابة كلما كان هناك تغيير في جهة الاتصال الخاصة به.

#### 5. الالتزامات العامة والتشغيلية والمالية

5.1 يتحمل كل طرف التكلفة الخاصة به لتنفيذ الأحكام المنصوص عليها في مذكرة التفاهم هذه ، ما لم يتم الاتفاق على خلاف ذلك كتابة، من خلال ترتيب بين الاطراف.

5.2 بالنسبة لأي طلب موجه إلى أحد الأطراف لتوفير ممثل معتمد و / أو مستشارين للمشاركة في التحقيق الذي يجريه طرف آخر أو دولة طرف ثالث ، و يكون المشاركون متاحين في موقع الحادث أو في أي مكان آخر ذي صلة . يقوم الطرف الطالب بتغطية مصاريف الإقامة بالفندق وتذاكر السفر والنقل والمصروفات الأخرى التي تكبدها المشاركون للمدة المتفق عليها بين الطرفين.

5.3 يجوز تنفيذ أي خدمة / نشاط يتفق عليه الاطراف بموجب هذه الاتفاقية. لا يوجد في مذكرة التفاهم هذه ما يلزم أي طرف بتحويل الأموال. سيتم التعامل مع أي مسعى ينطوي على سداد الأموال أو المساهمة بها بين أطراف مذكرة التفاهم هذه وفقاً للقوانين واللوائح والإجراءات المعمول بها. وسيتم تحديد هذه المساعي في اتفاقيات منفصلة يتم عقدها كتابةً من قبل ممثلي الأطراف ويتم تفويضها بشكل مستقل من قبل السلطة القانونية المختصة. مذكرة التفاهم هذه لا تتضمن مثل هذه الصلاحيات.

#### 6. السرية والملكية الفكرية

6.1 يجب التعامل مع جميع بيانات التحقيق أو المعلومات أو المستندات أو المواد الأخرى التي حصل عليها ممثلو أحد الأطراف أثناء التحقيق في حادث أجراه طرف آخر على أنها سرية ولا يتم الكشف عنها بأي شكل من الأشكال دون موافقة كتابية من الطرف الذي يجري التحقيق.

6.2 في حين أنه يمكن ذكر وجود مذكرة التفاهم هذه في اجتماعات أو منشورات السلامة ذات الصلة ، فلن يتم تقديم أية تفاصيل أو تعليقات محددة على محتوى مذكرة التفاهم هذه من قبل أي طرف دون موافقة الأطراف الأخرى.

6.3 اتفق الأطراف على عدم استخدام شعار الشركة الخاص بأي طرف أو أي علامة تجارية أخرى دون إذن كتابي مسبق من الطرف المعني.

6.4 تسري الالتزامات الواردة في هذه الفقرة 6.1 الى 6.3 بعد إنهاء مذكرة التفاهم هذه.

## 7. اثار غير ملزم

7.1 يفهم الأطراف أن مذكرة التفاهم هذه هي تعبير عن النية المتبادلة للأطراف ، ويتم تنفيذها على سبيل الملاءمة ، لضمان اتساق و توافق ممارساتهم وإجراءاتهم.

7.2 بينما تعتزم الاطراف التعاون الكامل فيما يتعلق بموضوع هذه الاتفاقية ، لا يوجد في مذكرة التفاهم هذه ما يؤثر أو يعدل أو يحد أو يزيد أو يغير بأي طريقة أخرى أي واجبات أو سلطات أو التزامات قانونية للأطراف.

7.3 من المسلم به أيضاً من قبل الأطراف أنه لم تنشأ علاقة تعاقدية بينهم بموجب مذكرة التفاهم هذه ، لكنهم يتفقون على العمل معاً بروح الشراكة الحقيقية لضمان تحقيق أهداف مذكرة التفاهم هذه.

7.4 لا تقيد مذكرة التفاهم هذه بأي حال من الأحوال الأطراف من المشاركة في اتفاقيات مماثلة مع وكالات ومنظمات وأفراد عامة أو خاصة أخرى سواء كانت محلية أو دولية.

7.5 لا تهدف مذكرة التفاهم هذه إلى إنشاء أي حق أو مسؤولية قانونية ولا تنشئها.

7.6 لن يكون أي طرف بأي حال من الأحوال مسؤولاً تجاه أي طرف آخر عن أي أضرار مباشرة أو غير مباشرة أو عرضية أو خاصة أو تبعية من أي نوع مهما كانت سواء كانت متوقعة أم لا ، ناتجة أو ناشئة عن الأنشطة التي هي موضوع مذكرة التفاهم هذه.

## 8. تسوية النزاعات

يجب حل أي نزاع قد ينشأ في تفسير أو تنفيذ مذكرة التفاهم هذه ودياً بين الأطراف ولن يتم إحالته إلى أي محكمة دولية أو محكمة عادية لتسويته.

## 9. الانضمام

ستظل مذكرة التفاهم هذه ، بمجرد دخولها حيز التنفيذ ، مفتوحة للانضمام من قبل السلطات الأخرى للتحقيق في حوادث ووقائع الطائرات في منطقة الشرق الأوسط وشمال إفريقيا. و في حالة الانضمام ، تدخل مذكرة التفاهم هذه حيز التنفيذ بالنسبة للطرف المنضم ، بعد ثلاثين يوماً من تاريخ التوقيع.

## 10. الإدارة

10.1 يعين كل طرف مركز تنسيق لإنشاء لجنة الية التعاون الإقليمي للتحقيق في حوادث ووقائع الطائرات لمنطقة الشرق الأوسط وشمال إفريقيا لإدارة مذكرة التفاهم هذه وتنفيذها ولدعم مجموعة التحقيق في الحوادث والوقائع في الشرق الأوسط وشمال إفريقيا (AIIG) في إدارة الية التعاون الإقليمي للتحقيق في حوادث الطائرات لمنطقة الشرق الأوسط وشمال إفريقيا.

10.2 لجنة الية التعاون الإقليمي للتحقيق في حوادث الطائرات لمنطقة الشرق الأوسط وشمال إفريقيا مسؤولة عن الإشراف العام والتوجيه وإدارة الية التعاون الإقليمي للتحقيق في حوادث الطائرات لمنطقة الشرق الأوسط وشمال إفريقيا في إطار مجموعة العمل المختصة في التحقيق في حوادث و وقائع الطائرات.

10.3 سيقدم رئيس مجموعة العمل المختصة في التحقيق في حوادث ووقائع الطائرات لمنطقة الشرق الأوسط و شمال افريقيا تقريراً إلى الفريق الإقليمي للسلامة الجوية لمنطقة الشرق الأوسط و شمال افريقيا بشأن المسائل ذات الصلة بالية التعاون الإقليمي للتحقيق في حوادث الطائرات لمنطقة الشرق الأوسط و شمال افريقيا.

### 11. الدخول حيز التنفيذ والصلاحيات والإنهاء

11.1 تدخل مذكرة التفاهم هذه حيز التنفيذ في تاريخ التوقيع المذكور أعلاه وستظل سارية المفعول ما لم يتم إنهاؤها من قبل جميع الأطراف.

11.2 يجب على الطرف الذي يرغب في الانسحاب من مذكرة التفاهم هذه إرسال إشعار كتابي مدته شهر واحد إلى الأطراف الأخرى.

11.3 يجوز تعديل مذكرة التفاهم هذه ، في أي وقت ، بموافقة كتابية من قبل الاطراف

11.4 يجوز للأطراف ، بالاتفاق المتبادل ، النص على استمرار أي ترتيب يتم الدخول فيه بموجب مذكرة التفاهم هذه ولكن لم يتم تنفيذه بالكامل قبل إنهاء مذكرة التفاهم هذه.

تشكل مذكرة التفاهم هذه المذكرة الكاملة بين الاطراف فيما يتعلق بهذا الموضوع وتحل محل جميع العروض والمناقشات والمفاوضات السابقة، المكتوبة منها أو بالصوت..

### 12. مراقبة وتقييم مذكرة التفاهم

12.1 سوف تقوم مجموعة العمل المختصة في التحقيق في حوادث و وقائع الطائرات بتقييم مستوى تنفيذ هذا التعاون. و سيتم التقييم خلال الاجتماعات السنوية.

12.2 تتولى مجموعة العمل المختصة في التحقيق في حوادث و وقائع الطائرات مسؤولية:

(أ) تعزيز فعالية قدرات التحقيق في حوادث الطائرات والوقائع في دول الشرق الأوسط وشمال إفريقيا من خلال تبادل المعرفة والخبرة في مجال التحقيق في حوادث الطائرات والوقائع. (ب) دعم وتسهيل التعاون بين دول الشرق الأوسط وشمال إفريقيا من خلال إدارة أنشطة آلية التعاون الإقليمي للتحقيق في الحوادث في منطقة الشرق الأوسط وشمال إفريقيا (MENA ARCM) و اثباتاً لما تقدم ، وقع الموقعون أدناه ، المفوضون حسب الأصول من قبل الاطراف ، على مذكرة التفاهم هذه.

تم التوقيع في [عدد النسخ] من النسخ الأصلية المماثلة في ....(مكان التوقيع) ، في .....(يوم)،.....، باللغة العربية.

(لائحة التوقيعات)

المرفق: قائمة الدول الموقعة على مذكرة التفاهم.



## قائمة الدول الموقعة على مذكرة التفاهم المتعددة الأطراف أعلاه

## List of countries that signed the Multi-Lateral MoU above

التوقيع Signature	وظيفة صاحب التوقيع Title of signatory	الدولة State	م n°
		المملكة الأردنية الهاشمية Hashemite Kingdom of Jordan	1
		دولة الإمارات العربية المتحدة United Arab Emirates	2
		الجمهورية الإسلامية الإيرانية Islamic Republic of Iran	3
		مملكة البحرين Kingdom of Bahrain	4
		الجمهورية التونسية Republic of Tunisia	5
		جمهورية جيبوتي Republic of Djibouti	6
		الجمهورية الجزائرية الديمقراطية الشعبية People's Democratic Republic of Algeria	7
		المملكة العربية السعودية Kingdom of Saudi Arabia	8
		جمهورية السودان Republic of Sudan	9
		جمهورية الصومال Republic of Somalia	10
		جمهورية العراق Republic of Iraq	11
		سلطنة عمان Sultanate of Oman	12
		دولة فلسطين State of Palestine	13
		دولة قطر State of Qatar	14
		جمهورية القمر المتحدة Republic of the Comoros	15
		دولة الكويت State of Kuwait	16
		الجمهورية اللبنانية the Republic of Lebanon	17
		دولة ليبيا the State of Libya	18
		جمهورية مصر العربية Arab Republic of Egypt	19
		المملكة المغربية Kingdom of Morocco	20
		الجمهورية الإسلامية الموريتانية the Islamic Republic of Mauritania	21
		الجمهورية اليمنية the Republic of Yemen	22

**Note:** This multilateral MoU shall be signed by Authorized person from each state to do so, either by the person responsible for the authority/Unit of AIG if it is an independent entity, or the head of the Civil Aviation Authority if the AIG is under his authority, or by whomever they delegate.

**ملاحظة:** يوقع مذكرة التفاهم المتعددة الأطراف هذه المفوض له من قبل كل دولة للقيام بذلك، إما المسؤول عن هيئة/وحدة التحقيق في حوادث ووقائع الطائرات فيما إذا كانت كيانا مستقلا أو رئيس سلطة/هيئة الطيران المدني إذا ما كانت وحدة التحقيق منظمة تحت سلطته، أو من يفوضه كل منهما.

APPENDIX 2C

**MULTI-LATERAL TECHNICAL COOPERATION MEMORANDUM OF  
UNDERSTANDING (MoU)  
AMONG  
THE AUTHORITIES RESPONSIBLE FOR AIRCRAFT ACCIDENT AND INCIDENT  
INVESTIGATION  
OF MENA MEMBER STATES  
UNDER THE AIG REGIONAL COOPERATION MECHANISM  
(ARCM)**

## Preamble

This Memorandum of Understanding (hereinafter referred to as MoU) is made and entered into force on this \_\_\_\_ day of \_\_\_\_\_, 202X among the authorities responsible for aircraft accident and incident investigation of States listed in the attachment.

.....  
Hereafter designated collectively as the “Parties” and individually as “Party”;

**Whereas** the International Civil Aviation Organization (ICAO) is the international body created by the 1944 Convention on International Civil Aviation (Chicago Convention) having as its main objectives the safe and orderly development of international civil aviation, the implementation and adoption of the principles and provisions of the Chicago Convention, including Standards and Recommended Practices (SARPs) concerning accident and incident investigation and other matters connected with the safety and efficiency of air navigation;

**Reaffirming** the objective enshrined in Annex 13 to the Convention on International Civil Aviation (“the Chicago Convention”) that the sole objective of the investigation of an aircraft accident or incident shall be the prevention of accidents and incidents and that it is not the purpose of the investigation activity to apportion blame or provide a means of determining liability;

**Whereas** Article 26 of the Convention provides that a State in which an accident occurs “will institute an inquiry into the circumstances of the accident in accordance, so far as its laws permit, with the procedure which may be recommended by the International Civil Aviation Organization.”;

**Whereas** Annex 13 to the Convention specifies SARPs for the conduct of aircraft accident and incident investigations on the part of States to meet their obligations under Article 26 of the Chicago Convention;

**Recognizing** that ICAO Audits and Coordinated Validation Missions (ICVM) conducted within the framework of the Universal Safety Oversight Audit Programme Continuous Monitoring Approach (USOAP-CMA) have shown that many Contracting States have not established and/or managed effective accident and incident investigation organizations, primarily because of difficulties in the allocation of more resources to their organizations to meet their obligations under the Chicago Convention and its Annexes;

**Taking into account** the recommendations of the Accident Investigation and Prevention (AIG) Divisional Meeting (2008) (AIG/08) held in Montreal, Canada, from 13 to 18 October 2008, and in particular Recommendation 6/3 a), urging Contracting States to conduct safety investigations pursuant to Article 26 of the Chicago Convention and Annex 13 when an accident occurs in their territory, and to obtain regional support if the required capabilities or resources are not available;

**Considering** that the 38th Session of the ICAO Assembly resolved, in Appendix N – *Cooperation among Member States Concerning Aircraft Accident Investigations*, to recommend Contracting States to cooperate in the investigation of aircraft accidents, especially accidents in which the investigation requires highly-specialised experts and facilities, and that to this end, Member States and regional accident and incident investigation organisations (RAIOs), to the extent possible, inter alia:

- a) provide, on request by other Member States, expert assistance and facilities for the investigation of major aircraft accidents; and
- b) afford opportunity to Member States seeking investigation experience to attend the investigation of aircraft accidents, in the interest of developing and furthering investigation expertise.

**Considering** that the ACAC/EC/42 Meeting (Rabat, Morocco, 17-18 Dec 2012) has approved, by decision 6-EC/42 the common ICAO-MID and ACAC strategy on the implementation of a RAIO in the MENA region which has been developed as result of the ACAC/ICAO Workshop (Rabat, Morocco, 12-13 Dec 2012) on the Air Safety regional programmes;

**Recalling** that the DGCA-MID/2 meeting (Jeddah, Saudi Arabia, 20 - 22 May 2013) noted that it is widely considered that implementing a RAIO would ensure the effectiveness of investigations, reinforce conformity with the provisions of Annex 13, and contribute to the enhancement of aviation safety; and accordingly through Conclusion 2/11 endorsed the First version of the Strategy for the establishment of RAIO(s);

**Considering** the DGCA-MID/4 meeting (Muscat, Oman, 17-19 October 2017) which endorsed the Strategy, and agreed with RASG-MID/6 meeting recommendation to further finalize/revise the Roadmap;

**Considering** the ACAO EC/57 meeting (Rabat, Oman, 28-29 December 2017) which endorsed the updated RAIO Strategy and its roadmap which have been updated and finalized as a result of the joint ACAO/ICAO AIG Workshop (Jeddah, Saudi Arabia, 25-27 April 2017);

**Considering** the DGCA-MID/5 meeting (Kuwait 4-6 November 2019) which endorsed the AIG Regional Cooperation Mechanism (ARCM);

**Considering** the need for wider agreement among the authorities responsible for the aircraft accident and incident investigation of the MENA ARCM Member States with a view to formalising and increasing cooperation and collaboration in accident and incident investigation;

**Committed** to enhancing the capabilities and professionalism of their respective aircraft accident investigators;

**Desiring** to share expertise and experience relating to aircraft accident/incident investigation; and

**Recognising** their common interest in establishing a lasting framework for cooperation in the area of aircraft accident/incident investigation.

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

**1. PURPOSE**

1.1 The purpose of this MoU is to set out terms of cooperation among Parties to render available knowledge and expertise in making aircraft accident and incident investigation more effective, and in employing the investigation outcomes and safety researches in the improvement of aviation safety.

**2. TERMINOLOGY**

2.1 The words and phrases used in this MoU shall have the same meaning as that ascribed to them in Annexes 13 and 19 to the Chicago Convention.

### **3. AREAS OF COOPERATION**

3.1 The Parties will cooperate in aircraft accident and incident investigation, investigation training and sharing of information and expertise, consistent with the Standards and Recommended Practices of Annex 13 to the Chicago Convention; as resources permit and to the extent allowed by their laws and regulations. The areas of cooperation are as follows:

- a) Assistance and the use of investigation manpower, facilities and equipment from a Party to another Party as it deems appropriate. Such assistance may include expertise in the fields of engineering, operations, flight recorders, human performance and management organisation.
- b) A Party may, where practicable, invite another Party's investigators, to attend its general and specialist investigation courses and training.
- c) A Party may facilitate the attachment of another Party's investigators as observers to its investigation of aircraft accidents and serious incidents, with a view to enhancing the other Party's understanding of its investigation requirements and procedures.
- d) When requested by another Party, a Party may provide the services of a team of its investigators (including flight recorder specialists and other technical and forensic resource persons) to the requesting Party to be members of the requesting Party's investigation team in its conduct of an investigation.
- e) The Parties will maintain regular contact and each Party may organise visits to or meetings with another Party with the aim of exchanging experiences, skills and technical knowledge.
- f) A Party will endeavour to share with the other Parties relevant information about an investigation it is conducting in which another Party has expressed an interest. This information, consistent with Annex 13, will not be released by the other Party without the express consent of the Party conducting the investigation.
- g) All Parties acknowledged and agreed upon the importance of:
  - 1) exchanging training opportunities;
  - 2) exchanging information on the use of specific investigation techniques, methodology, technology, or standards;
  - 3) supporting each other's positions and proposals, where possible, in occurrence investigation-related fora such as ICAO Panels and working groups, industry seminars and other technical events; and
  - 4) providing research capabilities for supporting safety studies conducted by either Party.

3.2 The Parties may develop additional areas of cooperation on mutual consent to widen the scope of this MoU. The Parties may agree to establish a platform for managing the activities relevant to this MoU. This platform may be in a repository or website form hosted and controlled by a Party.

### **4. COORDINATION**

4.1 The details of the contact persons for the implementation of this MoU are shared among the Parties

4.2 Each Party will inform the other Parties in writing whenever there is a change to its contact person.

## **5. GENERAL, OPERATIONAL AND FINANCIAL OBLIGATIONS**

- 5.1 Each Party shall bear its own cost for the implementation of the matters set out in this MoU, unless agreed upon otherwise, through separate arrangement among the Parties.
- 5.2 For any request directed to a Party to nominate expert as an adviser to the investigator-in-charge or to the accredited representative designated by another Party, and the adviser is needed to be available at the accident site or at any other relevant place, the requesting Party shall cover the hotel accommodation, travelling tickets, transport, and other expenses incurred by the adviser for the duration agreed by the two Parties.
- 5.3 Services and activities can be administered as appropriate to the Parties. Nothing in this MoU shall obligate any Party to the transfer of funds. Any endeavour involving reimbursement or contribution of funds among the Parties of this MoU will be handled in accordance with applicable laws, regulations and procedures. Such endeavours will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MoU does not provide such authority.

## **6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 6.1 All investigation data, information, documents or other material obtained by a Party's representatives in the course of an accident investigation led by another Party shall be treated as confidential and not disclosed in any manner without written consent of the Party leading the investigation.
- 6.2 Whilst the existence of this MoU can be mentioned in relevant safety meetings or publications, no specific details or comments on the content of this MoU shall be given by a Party without the agreement of the other Parties.
- 6.3 A Party agree not to use any of another Party's corporate logo or any other trademark without prior written authorization of the other Party.
- 6.4 All obligations contained in 6.1 through 6.3 shall be applicable beyond the termination of this MoU.

## **7. NON-BINDING EFFECT**

- 7.1 It is understood by the Parties that this MoU is an expression of the Parties' mutual intent, and is executed as a matter of convenience, to ensure that their practices and procedures are consistent and compatible.
- 7.2 While the Parties intend to cooperate fully with respect to the subject matter hereof, nothing in this MoU shall affect, amend, limit, increase, or in any other way change, any legal duties, powers, or obligations of the Parties.
- 7.3 It is further acknowledged by the Parties that no contractual relationship is created among them by this MoU, but agree to work together in the true spirit of partnership to ensure achievement of the objectives of this MoU.
- 7.4 In no event does this MoU restrict the Parties from participating in similar agreements with other public or private agencies, organizations and individuals whether domestic or international.
- 7.5 This MoU is not intended to and does not create any right, or legal responsibility.
- 7.6 In no event will a Party be liable to another for any direct, indirect, incidental, special or consequential damages of any kind whatsoever whether or not foreseeable, resulting from or arising in connection with the activities that are the subject of this MoU.

## **8. RESOLUTIONS OF DISPUTES**

- 8.1 Any dispute that may arise in the interpretation or the execution of this MoU should be resolved amicably among the Parties and will not be referred to any international tribunal, or court for settlement.

## **9. ACCESSION**

- 9.1 This MoU, once in force, will remain open to accession of any authority responsible for aircraft accident and incident investigation in MENA. In case of accession, this MoU will enter into force for the Party acceding, thirty days after the date of signature.

## **10. ADMINISTRATION**

- 10.1 Each Party shall designate a focal point to establish MENA ARCM Committee to administer this MoU and its implementation and to support the MENA Accident and Incident Investigation Group (AIIG) in the management of the MENA ARCM.
- 10.2 MENA ARCM Committee is responsible for the overall supervision, direction, and management of the MENA ARCM under the framework of the AIIG.
- 10.3 The Chairperson of MENA AIIG will be reporting to the RASG-MID on matters relevant to MENA ARCM.

## **11. ENTRY INTO EFFECT, VALIDITY AND TERMINATION**

- 11.1 This MoU will come into effect on the date of signing mentioned hereinabove and will remain in effect unless it is terminated by all Parties.
- 11.2 A Party who wishes to withdraw from this MoU shall forward one month's notice in writing to the other Parties.
- 11.3 This MoU may be amended in writing, at any time, with the mutual written consent of the Parties.
- 11.4 The Parties may, by mutual agreement, provide for the continuance of any arrangement entered into under this MoU but not fully performed prior to the termination of this MoU.
- 11.5 This MoU constitutes the entire memorandum between the Parties relating to this subject matter and supersedes all prior representations, discussion, negotiations and memoranda whether written or oral.

## **12. MONITORING AND EVALUATION OF MoU**

- 12.1 The AIIG will evaluate the level of implementation of this cooperation. The evaluation will be taken during the annual meetings.
- 12.2 The AIIG is in charge to:
- a) Enhance the effectiveness of MENA States' aircraft accident and incident investigation capabilities through the sharing of knowledge and experience in the field of aircraft accident and incident investigation.
  - b) Support and facilitate cooperation among the MENA States through managing the activities of the MENA Accident Investigation Regional Cooperation Mechanism (MENA ARCM)

IN WITNESS WHEREOF, the undersigned, being duly authorised by the Parties, have signed this Memorandum of Understanding.

SIGNED in [*# of copies*] counterpart originals at [*place of signature*], on [*day*], [*dd mmmm 202X*], in English Language.

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## قائمة الدول الموقعة على مذكرة التفاهم المتعددة الأطراف أعلاه

### List of countries that signed the Multi-Lateral MoU above

التوقيع Signature	وظيفة صاحب التوقيع Title of signatory	الدولة State	م n°
		المملكة الأردنية الهاشمية <b>Hashemite Kingdom of Jordan</b>	1
		دولة الإمارات العربية المتحدة <b>United Arab Emirates</b>	2
		الجمهورية الإسلامية الإيرانية <b>Islamic Republic of Iran</b>	3
		مملكة البحرين <b>Kingdom of Bahrain</b>	4
		الجمهورية التونسية <b>Republic of Tunisia</b>	5
		جمهورية جيبوتي <b>Republic of Djibouti</b>	6
		الجمهورية الجزائرية الديمقراطية الشعبية <b>People's Democratic Republic of Algeria</b>	7
		المملكة العربية السعودية <b>Kingdom of Saudi Arabia</b>	8
		جمهورية السودان <b>Republic of Sudan</b>	9
		جمهورية الصومال <b>Republic of Somalia</b>	10
		جمهورية العراق <b>Republic of Iraq</b>	11
		سلطنة عمان <b>Sultanate of Oman</b>	12
		دولة فلسطين <b>State of Palestine</b>	13
		دولة قطر <b>State of Qatar</b>	14
		جمهورية القمر المتحدة <b>Republic of the Comoros</b>	15
		دولة الكويت <b>State of Kuwait</b>	16
		الجمهورية اللبنانية <b>the Republic of Lebanon</b>	17
		دولة ليبيا <b>the State of Libya</b>	18
		جمهورية مصر العربية <b>Arab Republic of Egypt</b>	19
		المملكة المغربية <b>Kingdom of Morocco</b>	20
		الجمهورية الإسلامية الموريتانية <b>the Islamic Republic of Mauritania</b>	21
		الجمهورية اليمنية <b>the Republic of Yemen</b>	22

**Note:** This multilateral MoU shall be signed by Authorized person from each state to do so, either by the person responsible for the authority of AIG/Unit if it is an independent entity, or the head of the Civil Aviation Authority if the AIG is under his authority, or by whomever they delegate.

**ملاحظة:** يوقع مذكرة التفاهم المتعددة الأطراف هذه المفوض له من قبل كل دولة للقيام بذلك، إما المسؤول عن هيئة/وحدة التحقيق في حوادث ووقائع الطائرات فيما إذا كانت كيانا مستقلا أو رئيس سلطة/هيئة الطيران المدني إذا ما كانت وحدة التحقيق منظمة تحت سلطته، أو من يفوضه كل منهما.

APPENDIX 2D

FOLLOW-UP ACTION PLAN ON RASG-MID/8 CONCLUSIONS AND DECISIONS

No.	CONCLUSIONS AND DECISIONS	CONCERNS/ CHALLENGES (RATIONALE)	DELIVERABLE/ TO BE INITIATED BY		TARGET DATE	STATUS/REMARKS
C. 8/1	<p><b>9<sup>TH</sup> ASR</b></p> <p>That, the Ninth MID Annual Safety Report is endorsed and be posted on the ICAO MID Website.</p>	<p>Sharing the final 9th MID-ASR for the period 2015-2019 with identified safety priorities</p>	<p>MID-ASR 9th Edition published on the ICAO website</p>	<p>RASG-MID/8</p>	<p>Feb 2021</p>	<p><b>Completed</b></p>
C. 8/2	<p><b>SHARING OF SAFETY DATA ANALYSIS</b></p> <p>That, in order to present an improved version of the 10<sup>th</sup> MID-ASR to the MID-ASRG/3 meeting, States, be urged to provide the ICAO MID Office by <b>30 April 2021</b> with the number of accidents, serious incidents and incidents, safety data analysis/information, and their associated safety recommendations for the occurrence categories listed in <b>Appendix 4.2D</b> for the past 5 years (2016 – 2020), using the Template in <b>Appendix 4.2E</b></p>	<p>Collection of safety data for a Harmonized database</p>	<p>safety data analysis for development of ASR</p>	<p>States</p>	<p>May 2021</p>	<p><b>Completed</b></p> <p>SL ME4 &amp; ME4/1.6-21/033 dated 18 March 2021</p> <p>Reminder: 29/4/2021</p> <p><i>(Replies: Iran, Iraq, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, UAE and Yemen)</i></p>
C. 8/3	<p><b>MID-RASP 2020-2022 EDITION</b></p> <p>That, the MID-RASP 2020-2022 Edition is endorsed and be posted on the ICAO MID Website.</p>	<p>Compliance with Assembly Resolution A40-1</p>	<p>MID-RASP 2020-2022 EDITION published on the ICAO website</p>	<p>RASG-MID/8</p>	<p>Feb 2021</p>	<p><b>Completed</b></p>

No.	CONCLUSIONS AND DECISIONS	CONCERNS/ CHALLENGES (RATIONALE)	DELIVERABLE/ TO BE INITIATED BY		TARGET DATE	STATUS/REMARKS
C. 8/4	<p><b>NATIONAL AVIATION SAFETY PLAN (NASP)</b></p> <p>That,</p> <p>a) be requested to establish a NASP in line with the GASP, MID-RASP, ICAO Doc 10131 and Circular 358; and considering the operational safety needs identified at National level;</p> <p>b) nominate NASP' Focal Points to provide progress/update on the development and implementation of their NASPs;</p> <p>c) consider the recommended MID-RASP SEIs for inclusion in their NASPs, as appropriate;</p> <p>d) be encouraged to participate in the series of webinars on the GASP and NASP implementation organized by ICAO;</p> <p>e) be encouraged to share their experiences related to the development and implementation of their NASPs during the MID NASP Webinar/Workshop to be organized end of 2021 or beginning of 2022; and</p> <p>f) provide a progress report on the development and implementation of their NASPs for presentation to the RASG-MID/9 meeting</p>	<p>Compliance with Assembly Resolution A40-1</p>	<p>State Letter</p>	<p>ICAO  States</p>	<p>April 2021</p>	<p><b>On-going</b></p> <p>SL FS 1/2 – 21/048 dated 5 April 2021</p> <p>Reminder: 5/5/2021</p> <p><i>(Replies: Bahrain, Jordan, Oman, Qatar, Saudi Arabia and Syria)</i></p>
D. 8/5	<p><b>TERMS OF REFERENCE OF THE SEIG</b></p> <p>That, the Terms of Reference of the SEIG at <b>Appendix 4.2F</b> are endorsed.</p>	<p>TORs</p>	<p>RASG-MID/8</p>	<p>ICAO</p>	<p>Feb 2021</p>	<p><b>Completed</b></p>

No.	CONCLUSIONS AND DECISIONS	CONCERNS/ CHALLENGES (RATIONALE)	DELIVERABLE/ TO BE INITIATED BY		TARGET DATE	STATUS/REMARKS
C. 8/6	<p><b>RASG-MID CART IMPLEMENTATION PLAN OF ACTIONS</b></p> <p>That, the RASG-MID CART Implementation Plan of Actions at <b>Appendix 4.2G</b> is endorsed,</p>	Support implementation of the MID CART Implementation Plan	RASG-MID CART Implementation Plan of Actions	RASG-MID/ICAO MID	Feb 2021	<b>Completed</b>
D. 8/7	<p><b>FREQUENCY OF THE RASG-MID MEETINGS</b></p> <p>That, the RASG-MID meetings be organized on an annual basis concurrently with the MIDANPIRG in an in-person setting, unless decided otherwise (the meetings could be organized in a virtual or hybrid setting, if decided so by the Groups, considering the circumstances, availability of host, resources, global and regional developments, feedback from States and progress and outcomes of the Groups).</p>	Compliance with new ToRs approved by the President of the Council	Enhancement of RASG-MID work arrangement	RASG-MID	Feb 2021	<b>Completed</b>
D. 8/8	<p><b>DISSOLUTION OF THE RSC</b></p> <p>That,</p> <p>a) the RSC is dissolved; and</p> <p>b) the RASG-MID Organizational Structure be updated as at <b>Appendix 4.3A</b>.</p>	Compliance with new ToRs approved by the President of the Council	Enhancement of RASG-MID work arrangement	RASG-MID	Feb 2021	<p><b>Completed</b></p> <p>Since RASG-MID will meet on an annual basis and considering that the membership/composition of the RSC is identical to that of RASG-MID, the RSC was dissolved</p>
D. 8/9	<p><b>RASG-MID TERMS OF REFERENCE (TOR)</b></p> <p>That, the RASG-MID Terms of Reference (ToR) be amended as at <b>Appendix 4.3C</b>, in line with the Generic TOR of RASGs approved by the President of the Council on 7 August 2020.</p>	Compliance with new ToRs approved by the President of the Council	Amended RASG-MID TOR	ICAO	Feb 2021	<b>Completed</b>

No.	CONCLUSIONS AND DECISIONS	CONCERNS/ CHALLENGES (RATIONALE)	DELIVERABLE/ TO BE INITIATED BY		TARGET DATE	STATUS/REMARKS
D. 8/10	<p><b>FOURTH EDITION OF RASG-MID PROCEDURAL HANDBOOK</b></p> <p>That, the ICAO MID Office, in coordination with the RASG-MID Chairpersons, develop a new Edition of the RASG-MID Procedural Handbook, for presentation to and endorsement by the RASG-MID/9 meeting.</p>	<p>Compliance with new ToRs approved by the President of the Council</p>	<p>New Edition of the RASG-MID Procedural Handbook</p>	<p>ICAO</p>	<p>RASG-MID/9 meeting</p>	<p><b>In Progress</b></p>

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**APPENDIX 2E**

**Questionnaire on Establishing a Platform for  
Sharing Safety Recommendations Issued by the MENA States**

**Introduction:**

You are kindly requested to answer the following questions regarding the State interest and readiness in sharing safety recommendations issued in the Final Reports and any other documents. The outcomes of this survey will assist the taskforce in evaluating the tendency of States, and determining the scope of and shape of the sharing media and the type of database.

**State Name:**

Name of AIG Organization:

No.	Question	State Reply
1	Does the State have in place regulations relevant to monitoring safety recommendations implementation?	<input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is “Yes”, kindly mention the reference: ..... .....
2	Does the State have in place a guidance and system for how to formulate and address the safety recommendation and monitor its implementation?	<input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is “Yes”, kindly mention the reference and the tool utilized: ..... .....
	If the answer is “Yes”, kindly evaluate conformance of the State’s guidance with the guidance of ICAO Doc 9756, Part IV, paragraph 1.6, and Appendices 1 and 6 to Chapter 1.	<input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is “Yes”, kindly mention the reference: ..... .....
3	Is your State interested in sharing Final Reports of accidents and serious incidents investigations with other MENA States?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer is “Yes”, what is the State’s preferred medium for sharing the Report?	<input type="checkbox"/> Website <input type="checkbox"/> E-mail <input type="checkbox"/> Other: ..... .....
4	Check which of following components does the safety recommendation issued by the State comprise of?	<input type="checkbox"/> Description of the hazard identified by the investigation <input type="checkbox"/> Description of the risk associated with the hazard <input type="checkbox"/> The failed risk controls <input type="checkbox"/> The recommended risk mitigation actions; and <input type="checkbox"/> Identified addressee
5	Is your State interested in sharing information about safety recommendations with other MENA States?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer is “Yes”, does the State prefer to share the safety recommendations as they are stated in the report or revised to another format?	<input type="checkbox"/> As stated <input type="checkbox"/> Revised [If revised explain how]..... ..... .....

		..... .....
	If the answer is “Yes”, what is the State’s preferred medium for sharing the safety recommendation?	<input type="checkbox"/> E-form in the website <input type="checkbox"/> E-mail <input type="checkbox"/> Other: ..... .....
6	In your opinion, how often should sharing occur?	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Annually
7	Describe how the State’s safety recommendations are linked to the State Safety Program	Description: ..... .....
8	Do you agree to conduct periodic meetings to review the progress of safety recommendations with other States?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**REPORT ON AGENDA ITEM 3: FUTURE WORK PROGRAMME**

3.1 The subject was addressed in WP/6 presented by the Secretariat.

3.2 The meeting agreed that the AIIG/2 meeting be tentatively scheduled to be held during the period 12-14 September 2022. The venue will be the ICAO MID Regional Office in Cairo.

3.3 The meeting also agreed that a virtual meeting with MENA ARCM committee will be tentatively scheduled to be held after the RASG-MID/9 meeting.

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**REPORT ON AGENDA ITEM 4: ANY OTHER BUSINESS**

4.1 Nothing has been discussed under this Agenda Item.

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**First Meeting of the Accident and Incident Investigation Group (AIIG/1)**
**Virtual Meeting, (7-9 September 2021)**
**7 September 2021**

State/ Org	Contact	Title	Email
<b>Bahrain</b>	Ms. Maisa Hazeem	Chief Aviation Safety Rules and Regulations	<a href="mailto:Maisa.hazeem@mtt.gov.bh">Maisa.hazeem@mtt.gov.bh</a>
	Mr. Raof Al Alawi	A/Director of Aeronautical Licensing	<a href="mailto:Raof.alalawi@mtt.gov.bh">Raof.alalawi@mtt.gov.bh</a>
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	Mr. Jaber Goodarzi	Assistant Director of Safety and Quality Assurance	<a href="mailto:j-goodarzi@cao.ir">j-goodarzi@cao.ir</a>
<b>Iraq</b>	Mr. Zaidon Hasan Ali	Approach Procedures Manager	<a href="mailto:App.procedure@gcans.gov.iq">App.procedure@gcans.gov.iq</a>
<b>Jordan</b>	Dr. Abdallah Al Samarat	Director/Aircraft Accident and Incident Department	<a href="mailto:investigation@carc.gov.jo">investigation@carc.gov.jo</a>
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State/ Org	Contact	Title	Email
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<b>Saudi Arabia</b>	Mr. Abdulaziz Anas Shabra	Human Factors Investigators	<a href="mailto:ashabra@aib.gov.sa">ashabra@aib.gov.sa</a>
	Mr. Osama Mohammad Halawani	Manager Operations & Control (OCC)-AIB	<a href="mailto:ohalawani@aib.gov.sa">ohalawani@aib.gov.sa</a>
	Mr. Abdulelah Felemban ( <i>Vice Chairman</i> )	DG Aviation Investigation Bureau	<a href="mailto:afelimban@aib.gov.sa">afelimban@aib.gov.sa</a>
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