



International Civil Aviation Organization

MIDANPIRG/18 and RASG-MID/8 Virtual Meetings

(15 – 22 February 2021)

Agenda Item 4.2.5: Strategy for the Enhancement of Cooperation in the Provision of AIG Services in the MENA Region

STRATEGY FOR THE ENHANCEMENT OF COOPERATION IN THE PROVISION OF AIG SERVICES IN THE MENA REGION

(Presented by the Secretariat)

SUMMARY

This paper proposes a Draft of the MENA Accident & Incident Investigation Regional Cooperation Mechanism (ARCM) Memorandum of Understanding (MOU).

Action by the meeting is at paragraph 3.

REFERENCES

- DGCA-MID/4 Report
- DGCA-MID/5 Report
- MIDANPIRG/17-RASG-MID/7 Report
- RSC/7 Report

1. INTRODUCTION

1.1 The Strategy for the enhancement of cooperation among the MENA States in the provision of AIG functions at **Appendix A** was endorsed by the DGCA-MID/4 meeting (Muscat, Oman, 17 – 19 October 2017).

1.2 The DGCA-MID/5 (Kuwait, 4 – 6 November 2019) meeting, through Conclusion 5/4, endorsed the AIG Regional Cooperation Mechanism (ARCM) at **Appendix B**.

2. DISCUSSION

2.1 The RSC/7 meeting (Cairo, Egypt, 3 – 5 March 2020), through Conclusion 7/13, endorsed AIG Regional Cooperation Mechanism (ARCM) Action Plan at **Appendix C** and agreed that an ARCM Technical Coordination meeting be organized by the ICAO MID Office in Cairo, 1-4 June 2020.

2.2 Due to COVID-19 pandemic outbreak, the ARCM Technical Coordination meeting was cancelled and ICAO MID followed up with the ARCM Focal Points and a virtual meeting was held on 10 December 2020 to develop the Draft MENA Accident & Incident Investigation Regional Cooperation Mechanism (ARCM) Memorandum of Understanding (MoU).

2.3 A State Letter (ME 4-20/243) was issued by the ICAO MID Regional Office on 16 December 2020 requested States to review the draft MENA ARCM MoU (in both languages Arabic and English) at **Appendix D** and **E, respectively**, and provide the ICAO MID Office and ACAO comments and feedback. Only Five States have replied to the State Letter (Jordan, Qatar, Saudi Arabia, UAE and Yemen).

3. ACTION BY THE MEETING

3.1 The meeting is invited to:

- a) note the progress made with respect to MENA Accident & Incident Investigation Regional Cooperation Mechanism (ARCM) and its Draft Memorandum of Understanding (MoU);
- b) urge States to provide their feedback on the Draft MoU to ICAO MID Regional Office; and
- c) agree that the AIIG addresses the ARCM matters within its framework and provide updated progress to the RASG-MID/9 meeting.

**STRATEGY FOR THE ENHANCEMENT OF COOPERATION AMONG THE MIDDLE EAST
AND NORTH AFRICA (MENA) STATES IN THE PROVISION
OF AIG FUNCTIONS**

1- Background

Whereas it is incumbent on the State in which an accident occurs to institute an inquiry into the circumstances of the accident in conformity with Article 26 of the Convention;

Whereas Assembly Resolution A36-10, inter-alia:

- urges Contracting States to undertake every effort to enhance accident prevention measures, particularly in the areas of personnel training, information feedback and analysis and to implement voluntary and non-punitive reporting systems, so as to meet the new challenges in managing flight safety, posed by the anticipated growth and complexity of civil aviation;
- urges Contracting States to cooperate with ICAO and other States in a position to do so, in the development and implementation of accident prevention measures designed to integrate skills and resources to achieve a consistently high level of safety throughout civil aviation;

Whereas, amendment 15 of Annex 13 (STD 3.2) stipulates that a State shall establish an accident investigation authority that is independent from State aviation authorities and other entities that could interfere with the conduct or objectivity of an investigation;

Whereas, owing to the growing sophistication and complexity of modern aircraft, the conduct of an accident or serious incident investigation requires participation by experts from many specialized technical and operational fields and access to specially equipped facilities for investigation;

Whereas many Contracting States do not have such specialized technical and operational expertise and appropriate facilities;

Whereas the costs of salvage and investigation of major aircraft accidents may place a heavy financial burden on the resources of the State where the accident occurred;

Whereas Assembly Resolution A37-15 (Appendix U), recommends that Contracting States cooperate in the investigation of major aircraft accidents or accidents in which the investigation requires highly specialized experts and facilities;

Whereas, the ICAO Universal Safety Oversight Audit Programme (USOAP) audit findings indicate that a number of States have not been able to implement an effective accident and incident investigation system for their aviation activities;

Recognizing that the USOAP findings have been associated, in general, with a lack of resources (both human and financial), lack of appropriate legislation and regulations, lack of an organization for the investigation of accidents and incidents, lack of a training system for investigators, lack of equipment to conduct investigations and lack of policies, procedures and guidelines for accident and incident investigations;

Recognizing that combined with the expected increase in air transport operations, the relatively unchanged trend in the accident rate over the past several years might lead to an increase in the number of accidents per year;

Recognizing that there are many challenges to effective accident prevention, and that more effective identification and correction of aviation hazards and system deficiencies are required in order to complement regulatory efforts in further reducing the number of worldwide accidents and to improve the accident rate;

Recognizing that a regional investigation system can provide economies of scale by allowing for the sharing of required resources, and that by working together, States of a region or sub-region can have a more persuasive voice on the world stage and can help secure a more favorable climate aimed at a safer international air transportation system;

Acknowledging that during the AIG Divisional Meeting (2008) several States highlighted that, in regions where individual States do not have investigation capability, implementing a regional accident and incident investigation organization (RAIO) would ensure the effectiveness of investigations, reinforce conformity with the provisions of Annex 13, and contribute to the enhancement of aviation safety;

Whereas, Annex 13 (STD 5.1 and 5.1.2) stipulates that the State of Occurrence shall institute an investigation into the circumstances of the accident and serious incident (maximum mass of over 2 250 kg) and be responsible for the conduct of the investigation, but it may delegate the whole or any part of conducting of such investigation to another State or a RAIO by mutual arrangement and consent. In any event, the State of Occurrence shall use every means to facilitate the investigation;

Considering 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 AIG needs and capabilities of the Middle East and North Africa (MENA) States; and the implementation of different levels of cooperation for the provision of AIG services/functions at the regional/sub-regional level; and

Considering the challenges related to the establishment of a RAIO;

A strategy is crucial for the enhancement of cooperation in the provision of AIG services/functions among the Middle East and North Africa (MENA) States.

2- Objective

Contribute to improvement of aviation safety in the MENA States by enabling States to conduct effective and independent investigations of aircraft accidents and incidents; and support States in fulfilling their investigation obligations in Annex 13.

3- Methodology

During the ACAC/ICAO AIG Workshop held in Jeddah, Saudi Arabia, 25-27 April 2017, three (3) levels of cooperation for the provision of AIG services/functions in the MENA States have been defined as follows:

Level 1:

Cooperation among MENA States under the framework of Annex 13 and/ or a standard bilateral MOU to share, on ad-hoc basis, resources, training, information, documentation and capabilities; and strengthen conformity with Annex 13.

Level 2:

Cooperation among MENA States under the framework of a regional cooperation mechanism (well-defined scope and set of coordinated, organized and harmonized procedures and mechanisms) for the conduct of accidents and serious incidents investigations.

Level 3:

Establishment of a RAIO with well-defined mandate, roles and responsibilities, organization (human resources), funding mechanism, etc.; with a centralized decision-making process on RAIO activities.

The Table in **Attachment 1** provides more details about each level.

4- Strategic Plan

- (a) States are urged to develop and further strengthen regional/sub-regional cooperation for accidents and incidents investigation.
- (b) MENA States should take necessary measures to reach at least level 2.
- (c) An implementation Roadmap for MENA States should be developed, under the framework of RASG-MID, to provide the details and timelines related to the implementation of the different levels.
- (d) Key Performance Indicators (KPIs) should be developed for the monitoring of the implementation of the Roadmap to ensure that the agreed goals are achieved.
- (e) The decision on whether to continue towards the establishment of a full MENA RAIO, or to be satisfied with level 2 cooperation, will be taken in due course, depending on the achievement of the expected KPIs/goals.

| | Level 1 (Bilateral Agreements) | Level 2 (Regional Cooperation Mechanism) | Level 3 (RAIO) |
|---|---|---|--|
| Human resources | Shared between the two States | List of MENA States' investigators available to support States in the conduct of investigations, as required. The State conducting the investigation will hold the cost | Investigators from RAIO will lead/participate in investigation conducted by a member State. The cost share is determined by RAIO |
| AIG training | Shared between the two States | List of planned training courses in all member States is maintained by a voluntary State. Member States may benefit from training conducted by other member States. | <ul style="list-style-type: none"> - The syllabus of the basic training is RAIO-centralized. - Advanced and specialized trainings are determined by RAIO |
| Equipment, tools, and technology | Shared between the two States | List of MENA States' special equipment is determined and maintained by a voluntary State for use by all member States, as required. The State conducting the investigation will hold the cost | RAIO-centralized tools and equipment are used by member States. Cost share is determined by RAIO |
| Accidents and incidents database | Access may be granted to the other State's accident/incident database | Database is shared voluntary and managed by a voluntary State | Database is obliged to be shared and is RAIO-centralized |
| Data repository | Access may be granted to the other State's data repository | Common data repository is managed by a voluntary State | Data repository is RAIO-centralized |
| Knowledge, safety information, and procedures | Shared between the two States | <ul style="list-style-type: none"> - Knowledge and information is stored in data repository managed by a voluntary State - Procedure is common | <ul style="list-style-type: none"> - Knowledge and information is stored in RAIO-centralized data repository - Procedure is centralized |
| Services of State's National Centers of research, laboratories, institutions, experts, etc. (External to the AIG) | A State can utilize the other State's National Centers | List of MENA States' Centers that can be utilized by any member State. The State conducting the investigation will hold the cost | RAIO-centralized list of Centers. Cost share is determined by RAIO |

| | Level 1 (Bilateral Agreements) | Level 2 (Regional Cooperation Mechanism) | Level 3 (RAIO) |
|--|--|---|---|
| Investigation regulations | Individual, but a State can benchmark the other State | Harmonized and coordinated by a voluntary State | RAIO-centralized |
| Oversight of the State investigation authority | Individual, but a State may conduct a peer-review upon the other State request | Pooled peer-review group maintained by a voluntary State | RAIO oversight (either by a RAIO group or by outsourced organization) |
| Funding of conducting investigations | The State responsible for initiating the investigation holds the cost | The State responsible for initiating the investigation holds the cost | Investigations into certain category of accidents are conducted by RAIO based on published criteria. Cost share is determined by RAIO |
| Funding of regional investigation organization | - | - | Centralized fund by States' contributions |

AIG Regional Cooperation Mechanism (ARCM)

Middle East and North Africa (MENA)

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1. VISION AND MISSION OF THE ARCM

1.1 The MENA AIG Regional Cooperation Mechanism (ARCM) is a mechanism, which will foster the cooperation among MENA member States for the provision of AIG functions. The ARCM will create a platform to support States requesting assistance for fulfilling their investigation obligations. This will make investigation capabilities and outcomes of the investigation within the Region more effective.

1.2 The ARCM is NOT an entity with legal status, and its work will be with no financial implications. Any expenses for applying this ARCM provisions will be covered by the Member State requesting such services or as agreed by both parties (requestor and provider(s)).

2. PARTICIPANTS

2.1 Participation in the ARCM is open to all MENA member States interested to join the ARCM.

3. ARCM OBJECTIVES

3.1 The main objectives of the ARCM are to:

- a) increase and facilitate cooperation and collaboration among ARCM member States with respect to aircraft accident and incident investigation;
- b) make utmost use of AIG resources available in the MENA member States, including expertise, training capabilities, equipment, investigation know-how and information, standards and guidance, etc.;
- c) facilitate actions aiming at increasing the qualifications and experience of accident investigators in MENA member States;
- d) encourage the development of investigation common standards, rules and regulations consistent with the ICAO provisions. The MENA member States will also be encouraged to use a standard Template of investigation regulations for the development of their National Regulations; and
- e) encourage the development of a common accident and incident database for the MENA member States, and utilize this database for identifying operational safety risks and their corresponding controls.

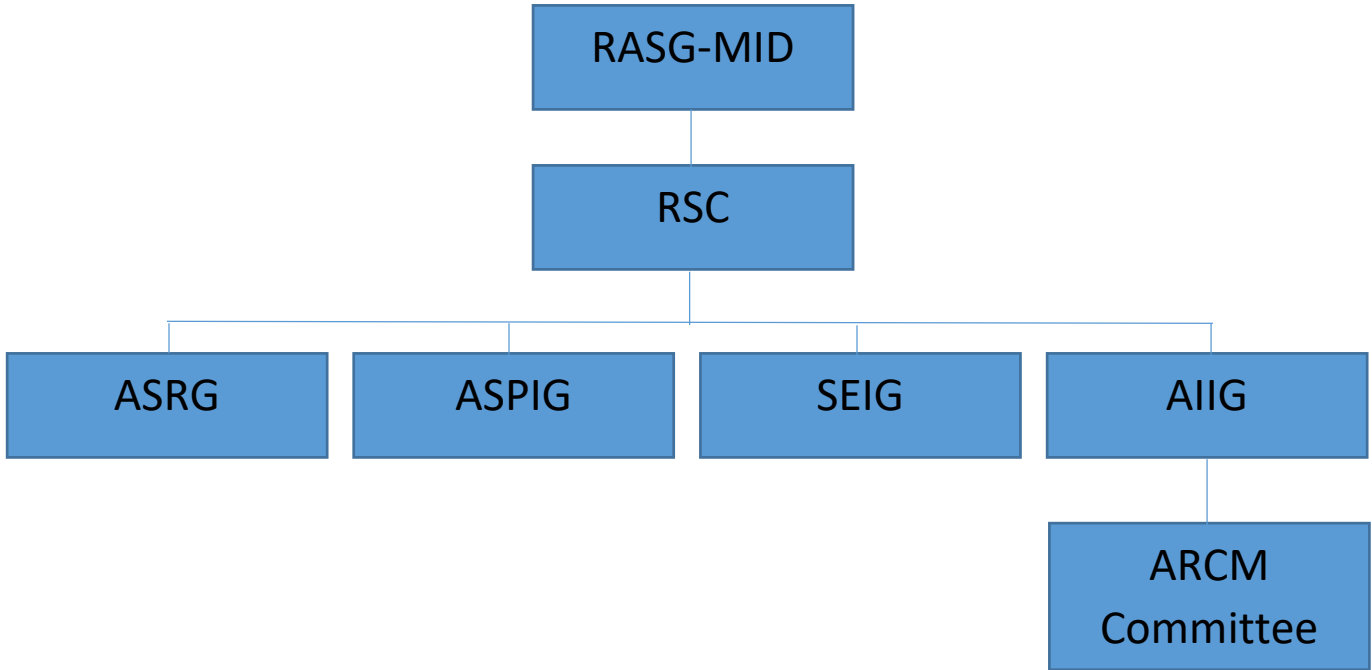
4. ARCM ORGANIZATIONAL STRUCTURE

4.1 The ARCM Committee shall consist of focal points nominated by each Member State.

4.2 The ARCM Committee is responsible for the overall supervision, direction, and management of the ARCM.

APPENDIX B

4.3 The ARCM Committee will be reporting to the RASG-MID through the Accident and Incident Investigation Group (AIIG), as shown in the following Organization Structure:



MENA ARCM IMPLEMENTATION ACTION PLAN

| Objectives | Action | | Timeframe | Deliverable | Champion |
|--|--------|---|-------------|------------------------------------|-----------------------------|
| | No. | Description | | | |
| Development and signature of the MOU among the ARCM States | 1 | ARCM focal points meeting to develop an initial Draft MENA ARCM MOU | 1-4 June 20 | Initial Draft of the MENA ARCM MOU | ARCM States ICAO ACAO |
| | 2 | Circulate the Draft MENA ARCM MOU to focal points for review and comments /inputs indicating, inter-alia, their willingness to sign the MOU | 7 June 20 | Draft MENA ARCM MOU | ARCM States ICAO ACAO |
| | 3 | Presentation of the Draft MENA ARCM MOU for review and approval by the AIIG | 21 June 20 | Approval of the MENA ARCM MOU | ARCM States ICAO ACAO |
| | 4 | Circulate to the States the MENA ARCM MOU for Signature | 1 July 20 | Signed MENA ARCM MOU | ARCM States |
| | 5 | Progress report on MENA ARCM MOU to RASG-MID and ACAO EC | Mar 2021 | Progress Report | ACAO/ICAO |
| Development of ARCM organization and functions manual | 6 | Draft proposal on ARCM organization and functions manual | 1-4 June 20 | Initial Draft | ARCM ICAO ACAO |
| | 7 | Review and Approval of the Initial Draft by AIIG | 22 June 20 | Approval of the manual | ARCM ICAO ACAO |
| | 8 | Progress report on ARCM organization and functions manual to RASG-MID and ACAO EC | Mar 2021 | Progress Report | ACAO/ICAO |
| Establishment/launch of the ARCM | 9 | Establishment of the ARCM database (Investigators, Trainings, tools, equipment, etc) | Jun 2021 | ARCM database | ARCM ICAO ACAO |
| | 10 | Sharing of Human Resources, training, tools, equipment, etc | TBD | Cooperation/ Sharing of resources | ARCM |
| | 11 | Development of ARCM Accidents & incidents investigation procedures Manual | TBD | Procedures Manual | ARCM |
| | 12 | Harmonization of MENA ARCM AIG Training Programmes | TBD | Harmonized AIG Training Programmes | ARCM |

| | | | | | |
|---|-----------|---|----------|---|----------------------|
| | 13 | Development of a common accident and serious incident database for identifying operational safety risks | TBD | Common accident and serious incident database | ARCM ICAO ACAO |
| Update the DGCA-MID and ACAO GA/EC on MENA AIG ARCM | 14 | Progress report to the DGCA-MID/6 and ACAO GA/EC | Nov 2021 | TBD | ICAO ACAO |

**MULTINATIONAL COOPERATION AGREEMENT AMONG AIRCRAFT ACCIDENT
AND INCIDENT INVESTIGATION AUTHORITIES OF MEMBER STATES OF THE
AIG REGIONAL COOPERATION MECHANISM**

(ARCM) OF MENA

Preamble

This Memorandum of Understanding (hereinafter referred to as MoU) is made and entered into force on this ____ day of _____, 202X among the 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 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 Convention and Annex 13 to the Convention;

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.

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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 AIG authorities 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 aviation accident/incident investigation; and

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

The aircraft accident investigation authorities of the States signed this MOU

HAVE REACHED THE FOLLOWING UNDERSTANDING:

1. PURPOSE

The purpose of this MoU is to set out terms of cooperation among Parties to render all their 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

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. 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 and as resources permit. 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, to the extent permitted by its laws and regulations, 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, as resources permit, 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 advisers to a team, be a by accredited representative to participate in the investigation. 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.
- e) A Party will, to the extent permitted by its laws and regulations, 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.
- f) All Parties agreed to establish provisions for:
 - 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, working groups, industry seminars and other technical events; and
 - 4) providing research capabilities for supporting safety studies conducted by a Party.

3.2 The Parties may develop additional areas of cooperation to widen the scope of this MoU

3.3 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 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 provisions set out in this MoU, unless agreed upon otherwise, through an arrangement between the Parties, in writing.
- 5.2 For any request directed to a Party to provide an accredited representative and/or advisers to participate in the investigation conducted by another Party or a third Party State, and the participants are 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 participants for the duration agreed by the two Parties.
- 5.3 Any service/activity agreed upon between the Parties may be executed after signing an agreement. This agreement should cover the services provided by organizations in a Party.
- 5.4 Nothing in this MoU shall obligate any Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this MoU will be handled in accordance with applicable laws, regulations and procedures. Such endeavors 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 conducted by another Party shall be treated as confidential and not disclosed in any manner without written consent of the Party conducting 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 Parties agreed not to use any Party's corporate logo or any other trademark without prior written authorization of the Party.
- 6.4 The obligations contained in this section, shall be applicable beyond the date of expiry and/or 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

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

This MoU, once in force, will remain open to accession by other MENA aircraft accident investigation authorities. In case of accession, this MoU will enter into force for the Party acceding, thirty days after the date of signature.

10. ADMINISTRATION

The activities relevant to the administration of this MoU shall be implemented by a mechanism agreed by the Parties.

11. ENTRY INTO EFFECT, VALIDITY, AMENDMENT 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 consent of the majority 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.

This MoU constitutes the entire memorandum between the Parties relating to this subject matter and supersedes all prior representations, discussion, and negotiations. IN WITNESS WHEREOF, the undersigned, being duly authorised by the Parties, have signed this Memorandum of Understanding.

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

[*Table of signatures*]

Attachment: List of States parties to this MOU:

The [AAI (1) name], whose principal place of business is [city, State], referred to as ([“acronym”]), signed on ([date])

اتفاقية تعاون متعددة الأطراف بين سلطات التحقيق في حوادث ووقائع الطائرات للدول الأعضاء
حول الية التعاون الإقليمي للتحقيق في حوادث الطائرات لمنطقة الشرق الأوسط وشمال أفريقيا

الديباجة

تم إبرام مذكرة التفاهم هذه (المشار إليها فيما يلي باسم مذكرة التفاهم) وتدخل حيز التنفيذ في هذا اليوم من 2020 بين الدول المدرجة اسماؤها في الملحق

يشار إليها فيما بعد جماعياً باسم "الأطراف" وبشكل فردي باسم "الطرف"؛

في حين أن منظمة الطيران المدني الدولي (الإيكاو) هي المنظمة الدولية التي تم إنشاؤها بموجب اتفاقية الطيران المدني الدولي لعام 1944 (اتفاقية شيكاغو) والتي تتمثل أهدافها الرئيسية في التطوير الآمن والمنظم للطيران المدني الدولي، وتنفيذ واعتماد مبادئ وأحكام اتفاقية شيكاغو، بما في ذلك المعايير والممارسات الموصى بها فيما يتعلق بالتحقيق في الحوادث والوقائع وغيرها من الأمور المتعلقة بسلامة وكفاءة الملاحة الجوية؛

وإنه يؤكد 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 الحوادث ووقائع وليس الغرض من التحقيق الإدانة ولا يكون وسيلة لتحديد المسؤولية؛

في حين أن المادة 26 من الاتفاقية تنص على أن الدولة التي يقع فيها حادث "سوف تبدأ تحقيقاً في ظروف الحادث وفقاً للإجراء الذي توصي به منظمة الطيران المدني الدولي، بقدر ما تسمح به قوانينها. "؛

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

وإنه ندرك أن عمليات تدقيق الإيكاو ومهمات الاعتماد المنسقة التي 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 ووقائع الطائرات، ويرجع ذلك في المقام الأول إلى الصعوبات التي تجدها في تخصيص المزيد من الموارد لتلك الهيئات لتمكينها من الوفاء بالتزاماتها بموجب الاتفاقية والملحق الثالث عشر للاتفاقية؛

ومع مراعاة توصيات اجتماع قطاع 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؛

وبالنظر 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 وتحقيقاً لهذه الغاية، فإن الدول الأعضاء والمنظمات الإقليمية للتحقيق في الحوادث، إلى أقصى حد ممكن، من بينها ما يلي:

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 لايقاو والمنظمة العربية للطيران المدني بشأن إنشاء هيئة إقليمية للتحقيق في حوادث الطائرات في منطقة الشرق الأوسط وشمال إفريقيا تم بلورتها على إثر ورشة عمل نظمتها كل من الايقاو والمنظمة العربية للطيران المدني (الرباط، المغرب، 12-13 ديسمبر 2012) حول البرامج الإقليمية للسلامة الجوية؛

وإنه يشير إلى أن الاجتماع الثاني للمدراء العامون للطيران المدني لمنطقة الشرق الأوسط (جدة- المملكة العربية السعودية 20-22 مايو 2013) يلاحظ على أن المنظور العام يؤكد أن أحداث 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 ووقائع الطائرات؛

وبالنظر 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 منطقة الشرق الأوسط لمواصلة استكمال /مراجعة خارطة الطريق؛

وبالنظر إلى الاجتماع 57 للمجلس التنفيذي للمنظمة العربية للطيران المدني (الرباط، عمان، 28-29 ديسمبر 2017) الذي أقر استراتيجية الهيئة الإقليمية لتحقيق في حوادث ووقائع الطائرات المعدلة وخارطة الطريق الخاصة بها والتي تم تعديلها ووضع صيغتها النهائية خلال ورشة العمل المشتركة الايكاو المنظمة العربية للطيران المدني (جدة، المملكة العربية السعودية، 25-27 أبريل 2017)؛

وبالنظر إلى الاجتماع الخامس للمدراء العامون للطيران المدني (الكويت 4-6 نونبر 2019) والذي صادق على آلية التعاون الإقليمي في إطار التحقيق في حوادث ووقائع الطائرات

وبالنظر إلى الحاجة إلى اتفاق أوسع بين سلطات التحقيق في حوادث الطائرات لمنطقة الشرق الأوسط وشمال إفريقيا في آلية التعاون الإقليمي للتحقيق في حوادث الطائرات لمنطقة الشرق الأوسط وشمال إفريقيا رغبة في اضافة الطابع الرسمي وزيادة التعاون والتنسيق في التحقيق في الحوادث والوقائع؛

وإن نلتزم بتعزيز قدرات ومهنية المحققين المعنيين بحوادث الطائرات؛

وإذ نرغب في تبادل الخبرات والتجارب المتعلقة بالتحقيق في حوادث ووقائع الطيران؛ و

وإبراً لمصلحتهم المشتركة في إنشاء إطار دائم للتعاون في مجال التحقيق في حوادث ووقائع الطائرات.

وقعت سلطات التحقيق في حوادث الطائرات للدول على مذكرة التفاهم هذه

قد وصل الأطراف الى التفاهم التالي:

1. الغرض

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

2. المصطلحات

للكلمات والعبارات المستخدمة في مذكرة التفاهم هذه نفس المعنى المنسوب لها في الملحقين 13 و19 لاتفاقية شيكاغو.

3. مجالات التعاون

1.3. سيتعاون الطرفان في التحقيق في حوادث ووقائع الطائرات، والتدريب على التحقيق، وتبادل المعلومات والخبرات، بما يتفق مع المعايير والممارسات الموصى بها في الملحق 13 لاتفاقية شيكاغو. مجالات التعاون هي كما يلي:

(أ) المساعدة واستخدام الموارد البشرية في مجال التحقيق وكذا المرافق والمعدات من طرف إلى طرف آخر حسبما يراه مناسباً وحسبما تسمح به الموارد. قد تشمل هذه المساعدة الخبرة في مجالات الهندسة والعمليات ومسجلات الطائرات وتنظيم الأداء والإدارة البشرية.

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

(ج) يجوز لأي طرف، إلى الحد الذي تسمح به قوانينه ولوائحه، تسهيل إحقاق محققي طرف آخر كمراقبين بتحقيقه في حوادث الطائرات والوقائع الخطيرة، بهدف تعزيز فهم الطرف الآخر لمتطلبات وإجراءات التحقيق الخاصة به.

(د) عند طلب طرف آخر، يجوز للطرف، حسب ما تسمح به الموارد، تقديم خدمات فريق من المحققين التابعين له (بما في ذلك المتخصصون في تسجيلات الرحلة وغيرهم من الخبراء التقنيين والمتخصصين في الطب الشرعي) للطرف الطالب ليكونوا مستشارين للفريق، وممثلون معتمدين للمشاركة في التحقيق. سيقوم الطرفان اتصالات منتظمة ويمكن لكل طرف تنظيم زيارات أو اجتماعات مع طرف آخر بهدف تبادل الخبرات والمهارات والمعرفة الفنية.

(هـ) سيسعى أحد الأطراف، إلى الحد الذي تسمح به قوانينه ولوائحه، إلى مشاركة المعلومات ذات الصلة مع الأطراف الأخرى حول التحقيق الذي يجريه والذي أبدى طرف آخر اهتماماً به. هذه المعلومات، ووفقاً لمقتضيات الملحق 13، لن يتم الإفصاح عنها من قبل الطرف الآخر دون موافقة صريحة من الطرف الذي يجري التحقيق.

(و) وافقت جميع الأطراف على وضع أحكام كما يلي:

(1) تبادل فرص التدريب.

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

3) دعم مواقف ومقترحات الطرف الآخر، حيثما أمكن، في المنتديات ذات الصلة بالتحقيق في الحدوث مثل لجان منظمة الطيران المدني الدولي ومجموعات العمل وندوات الصناعة وغيرها من الأحداث الفنية؛ و

4) توفير القدرات البحثية لدعم دراسات السلامة التي يجريها أحد الأطراف.

2.3. يجوز للطرفين تطوير مجالات إضافية للتعاون لتوسيع نطاق مذكرة التفاهم هذه

3.3. قد يتفق الطرفان على إنشاء منصة لإدارة الأنشطة ذات الصلة بمذكرة التفاهم هذه. قد تكون هذه المنصة في موقع الكتروني أو على شكل موقع الكتروني يستضيفه ويديره أحد الأطراف

4. التنسيق

1.4. يتبادل الأطراف نقاط الاتصال المسؤولة عن تنفيذ مذكرة التفاهم هذه.

2.4. يقوم كل طرف بإبلاغ الأطراف الأخرى، كتابياً، متى كان هناك تغيير في جهة الاتصال الخاصة به.

5. الالتزامات العامة والتشغيلية والمالية

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

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

3.5. يجوز تنفيذ أي خدمة/نشاط يتفق عليه الطرفان بعد توقيع الاتفاقية. يجب أن تغطي هذه الاتفاقية الخدمات التي تقدمها المنظمات لأحد الأطراف.

4.5. 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. سيتم تحديد هذه المساعي في اتفاقيات منفصلة يتم عقدها كتابياً من قبل ممثلي الأطراف ويتم تفويضها بشكل مستقل من قبل السلطة القانونية المناسبة. لا تقدم مذكرة التفاهم هذه مثل هذه الصلاحيات.

6. السرية والملكية الفكرية

1.6. 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 كتابيا من الطرف الذي يجري التحقيق.

2.6. 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.

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

4.6. تسري الالتزامات الواردة في هذا القسم بعد تاريخ انتهاء الصلاحية و/أو إنهاء مذكرة التفاهم هذه.

7. تأثير غير ملزم

1.7. يفهم الأطراف أن مذكرة التفاهم هذه هي تعبير عن النية المتبادلة للطرفين، ويتم تنفيذها على سبيل الملاءمة، لضمان اتساق وتوافق ممارساتهم وإجراءاتهم.

2.7. بينما يعترف الطرفان بالتعاون 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.

3.7. 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.

4.7. 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.

5.7. لا تهدف مذكرة التفاهم هذه إلى إنشاء أي حق أو مسؤولية قانونية.

6.7. 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 المنازعات

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 سلطات التحقيق في حوادث الطائرات الأخرى في منطقة الشرق الأوسط وشمال إفريقيا. في حالة الانضمام، تدخل مذكرة التفاهم هذه حيز التنفيذ بالنسبة للطرف المنضم، بعد ثلاثين يوماً من تاريخ التوقيع.

10. الإدارة

سيتم تنفيذ الأنشطة المتعلقة بإدارة مذكرة التفاهم هذه من خلال آلية يتفق عليها الطرفان.

11. الدخول حيز التنفيذ والصلاحيات والتعديل والإنهاء

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

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

3.11. يجوز تعديل مذكرة التفاهم هذه كتابياً، في أي وقت، بموافقة غالبية الأطراف.

4.11. 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 الأطراف فيما يتعلق بهذا الموضوع وتحل محل جميع العروض والمناقشات والمفاوضات السابقة. وإثباتاً لما تقدم، قام الموقعون أدناه، المفوضون حسب الأصول من قبل الأطراف، بالتوقيع 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 الأطراف في مذكرة التفاهم هذه:

الاسم....،المقر الرئيسي هو (المدينة ، الولاية) ، المشار إليها بـ ("اختصار") ، الامضاء بتاريخ

- END -