



Transportation  
Safety Board  
of Canada

Bureau de la sécurité  
des transports  
du Canada



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE TRANSPORTATION SAFETY BOARD OF CANADA**

**AND**

**CENTRAL AMERICAN CORPORATION FOR AIR NAVIGATION SERVICES**

**ON COOPERATION RELATED TO**

**AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATIONS**

**OCTOBER 2018**

**RECOGNIZING** Canada and the Central American States (Honduras, Nicaragua, Guatemala, El Salvador, Costa Rica, and Belize), as signatories of the Chicago Convention, the latter constituted in a Public Service Organization called the Central American Air Navigation Services Corporation (COCESNA), created as an international integration body, to comply with the Annexes to the Convention. Being deposited with the International Civil Aviation Organization (ICAO) for its due registration the articles of incorporation.

**REAFFIRMING** the provisions of Annex 13 of the Chicago Convention, the Contracting Parties of the Agreement Establishing from the Central American Air Navigation Services Corporation (COCESNA), formed the Regional Aviation Accident Investigation Group (GRIAA), such as the Regional Accident and Incident Investigation Body for the Central American Region that supports Belize, Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua, who will act in the present MoU as guarantors.

**ACKNOWLEDGING** that the only objective of the Regional Accident Investigation Group (GRIAA) is the prevention of future accidents and incidents, and that it is not the purpose of the investigation activity to apportion blame, determine fault, or to provide a means to determine liability.

**COMMITTING** to improve the capabilities and professionalism of their respective organizations and accident investigators,

**DESIRING** to share the knowledge and experience related to transportation investigations, and recognizing their common interest in establishing a lasting framework for cooperation in the areas of aviation investigation:

The Central American States mentioned above through the Air Navigation Services

Corporation (COCESNA) and the Transportation Safety Board of Canada (TSB), hereinafter referred to collectively as the Parties or individually as the Party, have AGREED to celebrate the present Memorandum of Understanding which will be governed under the following conditions:

**1. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING (MoU)**

Advance the safety of aviation and coordinate investigation activities between the two Parties through mutual commitments to:

- a. Improve investigation standards, policies, guidelines and procedures;
- b. Support each other's investigations; and
- c. Share experiences and training opportunities.

**2. AREAS OF MUTUAL SUPPORT**

2.1 The Parties agree to cooperate in the following areas of mutual interest:

- a. Investigation support as requested by either party;
- b. The provision of investigation expertise and facilities;
- c. The provision of opportunities to observe each other's investigations, which would improve investigation expertise;
- d. The provision of opportunities for initial training and refresher courses for investigators;
- e. The exchange of information on the use of investigation techniques, methodologies, standards and specific procedures;
- f. The joint development of these techniques, methodologies, standards and procedures;

- g. The exchange of information on investigation and operational experiences, including areas such as family assistance and the development of policies and laws; and
- h. Advancing in the appreciation and understanding of independent accident investigation.

### **3. INFORMATION SHARING**

3.1 The Parties will endeavor to confer on an annual basis to facilitate the exchange of general information regarding aviation safety and related matters.

### **4. OPERATIONAL AND FINANCIAL CAVEATS**

4.1 Understanding that human and financial resources may limit the ability to provide support and that workload may restrict the availability of investigation expertise, both Parties agree that support would be provided as operational conditions permit and that:

- a. Each Party will bear its own costs; and
- b. The Party requesting support would bear incremental costs of the other Party.

### **5. CONFLICT RESOLUTION**

5.1 In case of any conflict in the governing laws of the Parties, both Parties will endeavour to find a solution to serve the purpose of that specific case of cooperation while respecting each Party's governing laws.

**6. VALIDITY OF MEMORANDUM OF UNDERSTANDING (MoU)**

6.1 Both Parties agree that:

- a. This MoU of Understanding will be valid from the date of signing;
- b. The effectiveness of this MoU will be reviewed on an annual basis;
- c. This MoU may be amended in writing at any time by mutual consent and signature of the Parties; and
- d. This MoU can be terminated by either Party upon a six-month notice.

**7. CONTACT POINTS.**

7.1 The contact points agreed for the implementation of this Memorandum of Understanding are the following:

- a. For operational and day-to-day issues:

Director of Air Transport Investigations

**Transportation Safety Board of Canada**

Coordinator for the Follow-up and Establishment of the Regional Aviation Accident Investigation Group (GRIAA)

**Central American Party represented by COCESNA**

- b. For legislation and policy issues:

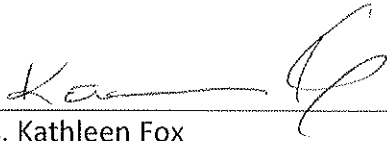
Chief Operating Officer

**Transportation Safety Board of Canada**

Regional Legal Advisor Technical Secretariat

**Central American Party represented by COCESNA**

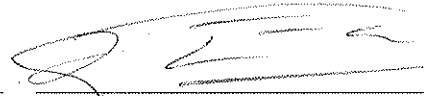
Approval



Ms. Kathleen Fox

Chair

**Transportation Safety Board of Canada**



Mr. Juan Carlos Trabanino

Executive President

**COCESNA**