



ICAO

International Civil Aviation Organization
North American, Central American and Caribbean Office

WORKING PAPER

NAM/CAR/SAM/SAR — WP/01
06/04/15

NAM/CAR/SAM Meeting/Workshop to Improve Regional Search and Rescue (SAR) System and Civil/Military Coordination (NAM/CAR/SAM SAR)
Havana, Cuba, 13-17 April 2015

Agenda Item 3: Civil/Military Coordination
3.3 States Letters of agreement (LOA) for civil/military coordination

INTERNATIONALLY APPROVED TEXT FOR SAMPLE SAR AGREEMENT

(Presented by United States)

EXECUTIVE SUMMARY	
ICAO and the International Maritime Organization (IMO) have approved specific text for a sample search and rescue (SAR) agreement for publishing in the 2016 edition of the International Aeronautical and Maritime SAR (IAMSAR) Manual. The Workshop is requested to discuss the text and its page of explanatory notes, and to consider proposing a way forward for future use of the sample agreement text.	
Action:	See Paragraph 3
<i>Strategic Objectives:</i>	<ul style="list-style-type: none">• Safety
<i>References:</i>	<ul style="list-style-type: none">• Annex 12 to the Convention on International Civil Aviation (Chapter 3 Cooperation)

1. Introduction

1.1 The International Maritime Organization (IMO) subcommittee responsible for search and rescue (SAR) approved at its March 2015 meeting specific text for a sample Search and Rescue (SAR) agreement for publishing in the 2016 edition of the International Aeronautical and Maritime SAR (IAMSAR) Manual. ICAO Headquarters had previously agreed to the text. Instead of waiting until June 2016 for the formal publishing of the approved text, it is recommended that the international SAR community begin using the text as it develops or updates SAR agreements.

2. Discussion

2.1 The text for the sample SAR agreement has been under development for three years and was briefly discussed at the 2014 NAM/CAR/SAM/SAR Workshop in Mexico City. The final text approved by ICAO and IMO is shown in **Appendix A** to this working paper. The full English text of the sample SAR agreement is provided in **Appendix B**. **Appendix C** shows guidelines for the National SAR Committee template

3. Action requested of the Workshop

3.1 The workshop is invited to:

- a) discuss the explanatory notes and specific text of the sample SAR agreement.
- b) recommend methods for encouraging States to begin using the sample text to develop or update SAR agreements between States.

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APPENDIX A

SAR Agreement sample, IAMSAR Manual Volume I, Appendix I

Notes regarding SAR agreements and the sample agreement that begins on the following page:

Parties may be organizations within a State, maritime and/or aeronautical SAR authorities of two or more different States (particularly with neighbouring search and rescue regions), or higher authorities of two or more States, i.e., the sample agreement can be adapted for local, national, or international use.

Each section of the sample agreement may be optionally used or adapted as the Parties agree, bearing in mind consistency with the principles of international law, and the goals of IMO, ICAO and the States and organizations concerned.

It is generally advisable to include specific information, such as phone numbers or addresses, in appendices or other documents separate from the basic signed agreement.

When SRRs are addressed in the agreements, normally only the lines separating the SRRs of the Parties are described, since other delimitation of the SRRs would normally involve States other than the Parties. Agreements between national organizations may or may not need to address geographic areas of responsibility. It should be recognized among the Parties that the establishment of SRRs is mainly for ensuring the availability of SAR services, and to facilitate proper distribution of distress alerts to RCCs; SRRs should not be viewed as affecting political boundaries, and do not need to align with political boundaries if the Parties so agree for the sake of improving or simplifying SAR operations. SRR delimitation over international waters is not intended to obstruct the provision of SAR services in any way. Furthermore, the provision of SAR services within an SRR shall be without regard to the nationality or circumstances of the persons in distress.

If agreements discuss territorial entry for SAR, provisions should account for the balance of concerns for sovereignty and concerns for saving lives.

The concept of "territory" is understood to include territorial land, territorial sea and the airspace above them.

It is advisable that SAR agreements address sensitive issues to the degree necessary for practical SAR co-operation between or among Parties, while emphasizing the humanitarian nature of SAR, and avoiding topics which are unrelated to SAR, or which are both politically sensitive and unnecessary.

IMO and ICAO use the term "agreement" but many States view this as type of a legal instrument. Different terms may be used for the title of a legal instrument, such as "Agreement", "Memorandum of Understanding", "Arrangement" and other related terms. The type of instrument can be decided by the States involved as long as the document meets the intent of the international conventions to serve as the basis for cooperation and the provision of expeditious and effective SAR services.

In some cases, the term "Search and Rescue Point of Contact (SPOC)" can be used in lieu of Rescue Coordination Center (RCC). The definition of SPOC includes the RCC and some national SAR authorities that may not have an internationally designated RCC.

This template serves as guidance for States to draft a SAR Agreement (which may take the form of an MOU or Arrangement or other) and the text to be included in this document is for the Parties to decide.

APPENDIX B**Sample - Bilateral or Regional SAR Agreement****Agreement
FOR COOPERATION BETWEEN
THE [name of national agency/State]
AND [name of national agency/State]**

Note: The term agreement is used in order to be consistent with ICAO Annex 12 and the International Convention on Maritime Search and Rescue. State may elect to use a different term such as "Memorandum of Understanding", "Letter of understanding", "Arrangement" or others as appropriate.

This template serves as guidance for States to draft a SAR Agreement (which may take the form of an MOU or SAR Arrangement or other instrument title) and the text to be included in this document is for the Parties involved to decide.

CONCERNING AERONAUTICAL [AND/OR] MARITIME SEARCH AND RESCUE**1. Introduction**

1.1 The [name of national agency/State] and [name of national agency/State] (hereinafter referred to as the "Parties" in this Agreement, recognize the benefits enjoyed from previous close cooperation with regard to search and rescue SAR operations and training, and further recognize that additional benefits may be enjoyed from the cooperative arrangements detailed herein; and

1.2 The Parties have been recognized by their respective governments as having primary responsibility for coordinating and providing aeronautical and maritime SAR services in their respective aeronautical and maritime SAR regions.

1.3 The Parties recognize the great importance of cooperation in aeronautical and maritime SAR, and in the provision of expeditious and effective SAR services to save lives and reduce suffering and have assumed their respective responsibilities for SAR within the framework of the International Convention on Maritime Search and Rescue, 1979, the Convention on International Civil Aviation, 1944, and the International Aeronautical and Maritime Search and Rescue (IAMSAR) Manual.

1.4 The Parties have accordingly reached the following understanding.

2. Objectives and Scope

2.1 This agreement establishes a framework for cooperation among the Parties in carrying out activities related to SAR within the aeronautical and/or maritime environment and sets out their various responsibilities.

2.2 The Parties should ensure close coordination with their respective national aeronautical and maritime SAR authorities to help promote common and effective SAR services under this agreement.

3. Responsibilities

3.1 [name of national agency] and [name of national agency] are each responsible for the maintenance of safety of life and within their respective aeronautical and maritime SAR regions, under their respective Rescue Coordination Center (RCC).

3.2 Each Party, on receiving information of an incident where any person is in distress within its SAR region, should take urgent measures to provide the most appropriate assistance regardless of the nationality or status of such a person, or the circumstances in which that incident occurred or is detected.

3.3 SAR operations should normally be carried out in accordance with the relevant SAR manuals and recommendations of International Civil Aviation Organization (ICAO) and the International Maritime Organization IMO, including the IAMSAR Manual (as amended from time to time), taking into account SAR procedures established by national legislation.

3.4 The Parties should make every effort to retrieve persons in distress, provide for their initial medical or other needs and deliver them to a place of safety; additionally, when it does not involve excessive risk or cost to the units involved in SAR operations, the Parties may attempt to rescue the craft or vessel on which the persons in danger are aboard.

3.5 To ensure that SAR operations are conducted in an efficient and coordinated manner, the Parties should consult and cooperate with each other as necessary and appropriate, lending mutual assistance as their capabilities allow.

3.6 Either Party may conduct SAR operations within the SAR region of the other Party under the coordination of that other Party's RCC.

3.7 Entry of the SAR units of one Party into or over the territory of the other Party for the purpose of conducting SAR operations should be expeditiously arranged to the best of each Party's ability and via the appropriate RCCs.

3.8 Solely for the purpose of searching for the site of an accident, rescuing survivors of such accidents, rendering emergency rescue assistance to persons, vessels, or aircraft in danger or distress and when the location is reasonably well known, permission to enter its territory shall be granted by a State to another State's search and rescue unit(s), provided that a request has been transmitted to the rescue coordination centre of the concerned State or to such other authority as has been designated by the State.

3.9 The RCC of the State requesting assistance or the use of suitable SAR facilities of another State ("the requesting RCC" and "the assisting State" respectively), shall provide all pertinent details on the scope of the assistance or facilities required. The requesting RCC should provide a

full briefing, directly or indirectly, to the SAR Units that have been made available by the assisting State, on the scope of the mission before the SAR units enter the SRR of the requesting RCC. If it is necessary for the SAR Units of an assisting State to land at an airfield or to make use of the facilities of the requesting RCC in the course of performing an assigned SAR task, the RCC concerned should make all necessary arrangements to facilitate the taking of such measures or actions.

3.10 To facilitate the coordination referred to in this section, the Parties should, to the best of their ability, keep each other fully and promptly informed of all relevant SAR operations. The Parties should develop appropriate procedures in accordance with the IAMSAR Manual to provide for the most effective and efficient means of communication.

4. SAR Regions

4.1 The aeronautical and maritime SAR regions of [State] and [State] are separated geographically by a continuous line as follows:

[Provide the geographic coordinates of the lines of delimitation between both States' SAR regions only. Add additional States lines of delimitation for regional SAR Agreement.]

4.2 The establishment of SAR regions is intended only to provide an understanding concerning the regions within which a Party accepts primary responsibility for coordinating SAR operations.

4.3 The delimitation of SAR regions is not related to and does not prejudice or have any bearing on the delimitation of any boundary between States.

5. Rescue Coordination Centers (RCCs)

5.1 The primary operational points of contact under this Agreement are the internationally recognized aeronautical and maritime RCCs of the Parties.

5.1.1 [Identify national RCC]

5.1.2 [Identify national RCC]

5.2 The Parties, to the best of their ability, should provide to each other any information which might be useful in order to expedite and improve coordination.

5.3 Identification of the operational points of contact, as referred to in this Section, is not intended to preclude appropriate direct coordination between any SAR facility or organizational unit of the Parties, especially when time is of the essence in the saving of lives.

5.4 Transfer of SAR mission coordination responsibilities between the RCCs, if deemed necessary, should be conducted by consultation between RCCs.

6. Cooperation

6.1 The subordinate elements of the Parties may provide for further coordination and cooperation by the establishment of appropriate operational arrangements and procedures consistent with this Agreement.

6.2 In addition to information related to specific SAR cases, the Parties may exchange any other information that may serve to improve the effectiveness of SAR operations. This information may include, but not be limited to:

6.2.1 communication details;

6.2.2 information about SAR facilities;

6.2.3 descriptions of available airfields;

6.2.4 knowledge of fueling and medical facilities; and

6.2.5 information useful for training SAR personnel.

6.3 The Parties will endeavour to promote mutual SAR cooperation by giving due consideration to collaboration including, but not limited to:

6.3.1 exchange visits between SAR personnel;

6.3.2 joint SAR exercises and training;

6.3.3 the use of ship reporting systems for SAR purposes;

6.3.4 sharing of information systems, SAR procedures, techniques, equipment, and facilities;

6.3.5 provision of services in support of SAR operations;

6.3.6 coordination of national positions on international SAR issues of mutual interest;

6.3.7 supporting and conducting joint research and development initiatives aimed at reducing search time, improving rescue effectiveness, and minimizing risk to SAR personnel; and

6.3.8 conducting regular communications checks and exercises, including the use of alternative means of communications that would be used to handle communication overloads during major SAR operations.

7. Finances

7.1 Unless otherwise agreed by the Parties, each Party is to fund its own expenses for activities pertinent to this Agreement.

7.2 The provisions of the Agreement are contingent upon the availability of SAR personnel, facilities and funding.

7.3 SAR services provided by the Parties to persons in danger or distress are to be without subsequent cost recovery from the person(s) assisted.

8. Application of this Agreement

8.1 Nothing in this Agreement is intended to affect in any way rights and duties based on international agreements or other arrangements between the Parties or their respective governments.

8.2 All activities conducted under this Agreement should be in conformity with national legislation of the Parties, as well as with the relevant international conventions in force.

8.3 No provision of this Agreement should be construed as an obstacle to prompt and effective action by any Party to relieve distress whenever and wherever found.

8.4 Any dispute regarding the interpretation or implementation of this Agreement is to be resolved by consultation between the Parties and is not to be referred to any international body, court or third party for settlement.

9. Modification

9.1 This Agreement may be modified in writing by the Parties.

10. Duration, Withdrawal and Discontinuation

10.1 Cooperation under this Agreement may commence from the date of signature and may continue indefinitely.

10.2 Either Party may withdraw from this Agreement at any time, upon giving not less than six (6) months' notice in writing to the other Party.

10.3 Cooperation under this Agreement may be discontinued mutually by the Parties in writing, or by any superseding arrangement.

10.4 The Parties should ensure that such discontinuation does not adversely impact any SAR operations or other cooperation in progress at the time that such discontinuation takes effect and should consult each other closely for this purpose.

Signed in duplicate at [City, State], this ____ day of _____, 2016.

For the [national agency]:

Signature of Authorized Signatory
Name: _____
Designation: _____
Organization: _____

Signed in duplicate at [City, State], this ____ day of _____, 2016.

For the [national agency]:

Signature of Authorized Signatory
Name: _____
Designation: _____
Organization: _____

APPENDIX C

National SAR Committee template, IAMSAR Manual Volume I, Appendix J

Sample [National] SAR [Co-ordinating] Committee agreement [State name] National Search and Rescue Committee Interagency Agreement

1. PURPOSE

1.1 This Agreement provides for a national-level Committee to coordinate civil search and rescue (SAR) matters of interagency interest within [State name].

2. BACKGROUND

2.1 The National Search and Rescue Committee (NSARC) is established as a standing interagency group to oversee the National Search and Rescue Plan (NSP) and to act as a coordinating forum for national SAR matters. [Note: If the National Search and Rescue Plan (NSP) is created first, then the paragraph could read as: The [State] National Search and Rescue Plan (NSP) established a standing interagency group to oversee the NSP and to act as a coordinating forum for national SAR matters. This group is named the National Search and Rescue Committee (NSARC).]

3. SPONSORSHIP

3.1 The [name of national agency] is the sponsor of NSARC. The [name of national agency] shall:

3.2 Designate an executive-level person to Chair the Committee, who shall report to the Secretary of [Department or Ministry name] via the [name of national agency]; and

3.3 Appoint a Committee Secretary to ensure that the Committee operates according to policies and procedures contained in current directives.

4. MEMBERSHIP, OBSERVERS AND ADVISORS

4.1 The Member Agencies of the Committee are as follows:

.....
.....
.....

[e.g.: Ministry/Department of Defense, Ministry/Department of Transportation;
Ministry/Department of Commerce, National Police, Emergency Management Agency, Medical, etc.]

4.2 Each of these Member Agencies shall designate one representative by name or position to serve as its primary Committee Member, and another to serve as its Alternate Committee Member.

4.3 Each Committee Member may call upon officials in that agency to serve as Advisors and to participate in meetings of the Committee, or of subsidiary groups of the Committee.

4.4 Others may be invited with the approval of the Chair or the Committee to participate as government or non-government Observers on an ad hoc basis.

5. NATIONAL SEARCH AND RESCUE PLAN PARTICIPATION

5.1 Member Agencies of NSARC are, by virtue of their membership, also Participants to the National Search and Rescue Plan of [State name].

6. OBJECTIVES

6.1 The objectives of the Committee are to:

6.1.1 Recommend implementation strategies and actions that ensure that the [State] meets domestic needs and international commitments to provide effective civil SAR services;

6.1.2 Hold sole responsibility for the provisions of the NSP;

6.1.3 Serve as the primary coordinating forum within the national government for the conduct and support of civil SAR operations covered by the NSP, and for matters relating to national civil SAR policies and positions;

6.1.4 Administer the National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual for interagency guidance on implementing the NSP;

6.1.5 Seek to ensure compatibility between the NSP and the National [Disaster] Response Plan (NRP) so that the NSP can be implemented independently or concurrently with the NRP during an incident of national significance;

6.1.6 Promote application of research and development, improved standards and procedures, new technologies, regulations, and education to improve the effectiveness and efficiency of distress alerting and other civil SAR services, and to reduce the associated risks;

6.1.7 Help coordinate the civil SAR efforts of the NSARC Member Agencies with other national and international government, private, and volunteer organizations;

6.1.8 Promote the effective use of all available resources to support civil SAR;

6.1.9 Foster appropriate use of SAR agreements and other arrangements and plans to improve cooperation and mutual support among the various national and international civil SAR communities;

6.1.10 Promote close cooperation among civilian and military authorities and organizations for provision of effective civil SAR services;

6.1.11 Promote analysis and initiatives to help citizens avoid or cope with distress situations; and

6.1.12 Consider, as appropriate, contingency plans for use of SAR resources in emergencies other than civil SAR.

7. PROCEDURES

7.1 The following procedures shall be followed in conducting the business of the Committee:

7.1.1 The Committee shall schedule regular meetings on at least a [quarterly] basis.

7.1.2 The Chair or any Member Agency via its respective Committee Member may call a special meeting when deemed necessary.

7.1.3 Meetings will be properly documented by the Secretary. Decisions will normally be made by consensus. Where consensus cannot be reached, decisions will be submitted to the Committee for majority vote at a regular or executive meeting of the Committee, or by an informal poll of the Committee Members by the Secretary with the results properly documented.

7.1.4 The Chair is authorized to represent directly the views, actions, recommendations and decisions of the Committee, or otherwise act on behalf of the Committee, by correspondence or other means, except that where such correspondence is directed to the [Secretary of Homeland Security] [Transportation], it shall be via the [name of national agency].

7.1.5 The normal procedure for addition of a national Agency as an NSARC Member Agency and NSP Participant shall be as follows:

- i) Based on a unanimous vote of the Committee, the Chair will extend a written invitation to the prospective Member Agency, and the Agency will respond to the Chair in writing of the Agency's acceptance; and
- ii) The Chair will then notify each Member Agency, via the Member Agency's Executive Secretary or an individual designated to receive such notification, of the acceptance. If no Member Agency objects within [60] days, the invited Agency will from that time become a NSARC Member Agency and a NSP Participant. Such notifications, designations, and objections must be in writing.

7.1.6 Alternatively, an additional national Agency may become a Member Agency and NSP Participant by mutual written agreement of all current Member Agencies and the prospective Member Agency.

7.1.7 Termination of an Agency's Committee Membership shall automatically terminate its status as an NSP Participant; such termination shall be accomplished by the Agency's written notification to the other Member Agencies at least six months in advance.

7.1.8 Policy issues or plans that require the attention or approval of the Signatories, e.g. adoption of the NSP, will be submitted by the Chair with recommendations for action. In such cases the views of all of the Committee Members shall be included.

7.1.9 Nothing in this Agreement shall be viewed to obligate the Member Agencies to comply with decisions of the Committee.

8. ENTRY INTO FORCE, AMENDMENT, RENEWAL AND TERMINATION

8.1 This Agreement shall enter into force on the date of the first Committee meeting following the completion of the signatures by the Secretaries (or equivalent level authority) of all of the Member Agencies.

8.2 Based on a unanimous vote of the Committee, any proposed amendment(s) to this Agreement or to the NSP must be adopted by one of the following means:

8.2.1 The Chair will notify each Member Agency, via the Member Agency's Executive Secretary or an individual designated to receive such notification, of the proposed amendment(s). If no Member Agency objects within [60] days, the amendment(s) will be considered adopted. Such notifications, designations, and objections must be in writing.

8.2.2 The amendment(s) shall be adopted by mutual written agreement of all Member Agencies.

8.3 This Agreement, as amended, shall be automatically renewed on 1 January [year] and every five years thereafter unless superseded by a new arrangement or terminated.

[Agency names and signers]