



International Civil Aviation Organization

**The Second Meeting of the ICAO Asia/Pacific Search and Rescue Task Force
(APSAR/TF/2)**

Singapore, 27 – 30 January 2014

Agenda Item 5: Asia/Pacific Regional SAR Plan

REVIEW IAMSAR SAR AGREEMENT TEMPLATE

(Presented by Singapore and United States of America)

SUMMARY

This paper presents a regional draft template for SAR Agreement for consideration by the APSAR Task Force

This paper relates to –

Strategic Objectives:

A: *Safety – Enhance global civil aviation safety*

Global Plan Initiatives:

Not Applicable

1. INTRODUCTION

1.1 During the first session of the APSAR Task Force in February 2013, it was recognized that many States have difficulties in enacting SAR agreements with their neighbouring States. The APSAR Task Force tasked itself to develop a SAR Agreement and requested for assistance in creating a sample SAR Agreement with more details than currently provided in the IAMSAR Manual, Volume I. ICAO/IMO SAR Joint Working Group's members from Singapore and the United States offered to assist.

1.2 The term for the legal instrument will often determine the wording used within the document. For example, the term "Agreement" is viewed by many States as being a binding document or some type of legal instrument. Different terms may be used for the title of a legal instrument, such as "Agreement", "Memorandum of Understanding", "Arrangement" or 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. Taking this into consideration, the term "Memorandum of Understanding" was being used in this template to meet the requirement.

2. DISCUSSION

2.1 In the IAMSAR Manual Volume I, Appendix I has two parts pertaining to SAR Agreement. One page consists of notes followed by two pages of general text which follows in the sequence of a sample SAR Agreement. The proposed draft template in Attachment 1 included most text from the IAMSAR Manual and some added provisions to cater to the needs in this region. This draft was first presented to the ICAO/IMO SAR Joint Working Group to decide if the attached sample could serve as a basis for further discussion and incorporation of a regional perspective at the upcoming APSAR Task Force meeting in 2014.

2.2 The JWG reviewed and supported the proposal for the new draft. However, the JWG was of the view that the term “Agreement” was a more appropriate term to be used in this draft template. The JWG cited the reason that the word “Agreement” would mean a more formalized and binding arrangement between national SAR agencies or States and this term is being widely used in other States as well as in ICAO and IMO. The JWG proposed that the APSAR Task Force consider adopting the term “Agreement” for standardization.

2.3 The JWG also noted that the proposed draft template provided more details required for a SAR Agreement than currently provided in the IAMSAR Manual, Volume I. This, in many ways, would greatly assist States which have the intention of entering into an agreement for the enhancement of SAR services. In recognizing this, the JWG encouraged that the output from this Asia/Pacific SAR Task Force meeting be submitted by a Member State or the ICAO Regional Office to the next ICAO/IMO JWG for consideration as an amendment to the IAMSAR Manual which would be in 2016.

3. ACTION BY THE MEETING

3.1 The meeting is invited to:

- a) discuss and recommend that the attached Sample SAR “Memorandum of Understanding” be incorporated into a regional perspective.
- b) consider adopting the term “Agreement” in this template as proposed by the ICAO/IMO JWG for standardization
- c) propose that the decision of this meeting be submitted by a Member State or the ICAO Regional Office to the next ICAO/IMO JWG for consideration as an amendment for the 2016 edition of the IAMSAR Manual

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Attachment 1-Proposed Draft Regional SAR Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
FOR COOPERATION BETWEEN
THE [name of national agency]
AND [name of national agency]
CONCERNING AERONAUTICAL [AND/OR] MARITIME SEARCH AND RESCUE

1. Introduction

- 1.1 The [name of national agency] and [name of national agency], hereinafter referred to as the “Participants” in this **Memorandum of Understanding (MOU)**, 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.
- 1.2 The Participants have been recognized by their respective governments as having primary responsibility for coordinating and providing aeronautical and maritime SAR services within their respective aeronautical and maritime SAR regions within the oceanic environment.
- 1.3 The Participants 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. The Participants also recognize the assumed 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 Participants have reached the following understanding.

2. Objectives and Scope

- 2.1 This **MOU** establishes a framework for cooperation among the Participants in carrying out activities related to SAR within the oceanic environment, and sets out their various responsibilities.
- 2.2 The Participants should ensure close coordination with their respective aeronautical and maritime SAR authorities to help promote common and effective SAR services.

3. Responsibilities

- 3.1 The [name of national agency] is responsible for maintenance of safety of life at sea and within its respective aeronautical and maritime SAR regions, under its Rescue Coordination Center (RCC).
- 3.2 The [name of national agency] is responsible for the maintenance of safety of life at sea and within its aeronautical and maritime SAR regions under its RCC[s].
- 3.3 Each Participant, on receiving information of an incident where any person is in distress within its respective SAR regions 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 the person is found.

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- 3.4** SAR operations should normally be carried out in accordance with the relevant SAR manuals and recommendations of ICAO and IMO, including the IAMSAR Manual, taking into account nationally accepted SAR procedures.
 - 3.5** The Participants 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 Participants may attempt to rescue the craft that the persons in danger are aboard.
 - 3.6** To ensure that SAR operations are conducted in an efficient and coordinated manner, the Participants should consult and cooperate with each other as necessary and appropriate, lending mutual assistance as their capabilities allow. If primary responsibility for coordination of a SAR response or operation cannot be immediately ascertained, the RCCs concerned should consult with each other to resolve the responsibility.
 - 3.7** For any SAR operation involving coordination between the Participants, the Participants through appropriate consultation, intend to decide in each case, which Participant is to act as SAR Mission Coordinator.
 - 3.8** SAR facilities of either Participant may conduct SAR operations within the SAR region of the other Participant with coordination carried out by each Participant's RCC.
 - 3.9** Entry of SAR units of one Participant into or over the territory of the other Participant for the purpose of conducting SAR operations should, to the best of each Participant's ability, be expeditiously arranged via the appropriate RCCs.
 - 3.10** Solely for the purpose of rendering emergency rescue assistance to persons, vessels, or aircraft in danger or distress, when the location is reasonably well known, SAR facilities of a Participant may immediately enter into or over the territory of the other Participant, with notification of such entry made as soon as practicable.
 - 3.11** The RCC of the State requesting for assistance or for the use of suitable facilities of another State, shall provide all pertinent details on the scope of the assistance/facilities required. The requesting RCC should provide full briefing, directly or indirectly, to the SAR Units that have been made available, on the scope of the mission before the units enter the SRR of the requesting RCC. If it is deemed necessary for SAR Units of a State to land at an airfield and/or to make use of the facilities of the requesting State in the course of performing an assigned SAR task, the RCCs concerned should make all necessary arrangements to facilitate the above.
 - 3.12** To facilitate the coordination referred to in this section, the Participants should, to the best of their ability, keep each other fully and promptly informed of all relevant SAR operations. The Participants 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 per the following:
[Provide the geographic coordinates of the lines of delimitation between both States' SAR regions only. Add additional States lines of delimitation for regional SAR **MOU**.]
- 4.2 The establishment of SAR regions is intended only to affect an understanding concerning the regions within which a Participant accepts primary responsibility for coordinating SAR operations.
- 4.3 The delimitation of SAR regions is not related to and does not prejudice the delimitation of any boundary between States.

5. Rescue Coordination Centers (RCCs)

- 5.1 The primary operational points of contact under this **MOU** are the internationally recognized aeronautical and maritime RCCs of the Participants.
- 5.1.1 [Identify national RCC]
5.1.2 [Identify national RCC]
- 5.2 Participants, to the best of their ability, should provide any information which might be useful in order to expedite and improve coordination.
- 5.3 Identification of these operational points of contact, as referred to in this Section, is not intended to preclude appropriate direct coordination between any SAR facility or other organizational elements of the Participants, especially when time is of the essence in the saving of lives.
- 5.4 Any transfer of SAR mission coordination responsibilities between the RCCs should be conducted by consultation between RCCs.

6. Cooperation

- 6.1 The subordinate elements of the Participants may provide for further coordination and cooperation by the establishment of appropriate operational arrangements and procedures consistent with this **MOU**.
- 6.2 In addition to that related to specific SAR cases, participants may exchange 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 Participants intend to endeavor to promote mutual SAR cooperation by giving due consideration to collaboration including, but not limited to:
- 6.3.1 exchange visits between SAR personnel;

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- 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 to provide services in support of SAR operations;
 - 6.3.6 to coordinate national positions on international SAR issues of mutual interest;
 - 6.3.7 to support and conduct joint research and development initiatives aimed at reducing search time, improving rescue effectiveness, and minimizing risk to SAR personnel; and
 - 6.3.8 to conduct 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 determined by the Participants, each Participant is to fund its own expenses for activities pertinent to this MOU.
- 7.2 The provisions of the MOU are contingent upon the availability of SAR personnel, facilities and funding.
- 7.3 SAR services provided by the Participants to persons in danger or distress are to be without subsequent cost recovery from the person(s) assisted.

8. Application of this MOU

- 8.1 This MOU does not create binding obligations under international law.
- 8.2 Nothing in this MOU is intended to affect in any way rights and duties based on international agreements or other arrangements between the Participants or their respective governments.
- 8.3 All activities conducted under this MOU are subject to the regulations and policies of the Participants and to all laws, regulations, and policies to which the Participants are subject.
- 8.4 No provision of this MOU should be construed as an obstacle to prompt and effective action by any Participant to relieve distress whenever and wherever found.
- 8.5 Any dispute regarding the interpretation or implementation of this MOU, or any of its subordinate memoranda of understanding, is to be resolved by consultation between the Participants and is not to be referred to an international body or third party for settlement.

9. Modification

- 9.1 This MOU may be modified in writing by the Participants.

10. Duration, Withdrawal and Discontinuation

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

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- 10.2** Either Participant may withdraw from this **MOU** at any time, but should give not less than six (6) months' notice in writing to the other Participant.
- 10.3** Cooperation under this **MOU** may be discontinued mutually by the Participants in writing, or by any superseding arrangement.
- 10.4** The Participants intend to consult regarding any SAR operations or other cooperation in progress at the time such discontinuation would take effect.

Signed in duplicate at [City, State], this ____ day of _____, 2013.

For the [national agency]:

Signed in duplicate at [City, State], this ____ day of _____, 2013.

For the [national agency]: