



Appendix I

SAR agreements

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 a 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 cooperation between or among the 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 a type of 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 Centre (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.

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 Centre (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 Centres (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 fuelling 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: _____

