

# **AGREEMENT**

**BETWEEN THE GOVERNMENT OF**

**STATE**

**AND**

**STATE**

**FOR**

**THE CO-ORDINATION OF AERONAUTICAL  
SEARCH AND RESCUE SERVICES**

**19/02/2014 09:05**

**PREAMBLE**

The Government of **State** and the Government **State** (herein after jointly referred to as the “Parties” and separately as a “Party”);

**RECOGNISING** the importance of co-operation in search and rescue (SAR), and of the provision of expeditious and effective search and rescue services;

**DESIRING** to implement the provisions of the Convention on International Civil Aviation and its annexes and technical documents relevant to SAR;

**CONSIDERING** that this Agreement does not undermine sovereignty claims by either Party on any territory, or part thereof;

**SEEKING** to provide an overall plan for search and rescue co-ordination, use of available resources, mutual assistance, and efforts to improve SAR services,

**HEREBY AGREE** as follows:

## ARTICLE 1

### DEFINITIONS AND ABBREVIATIONS

In this Agreement, unless the context indicates otherwise -

- ADIZ** : means the Air Defence Identification Zone;
- ARCC**: means the Aeronautical Rescue Co-ordination Centre;
- MRCC**: means the Maritime Rescue Co-ordination Centre;
- RCC** : means the Rescue Co-ordination Centre and includes both the Maritime Rescue Co-ordination Centre and the Aeronautical Rescue Co-ordination Centre;
- RSC** : means the Rescue Sub Centre;
- SAR** : means the Search and Rescue operations arising out of aeronautical incidents or accidents;
- SMC** : means the Search and Rescue Mission Co-ordinator;
- SRR** : means the Aeronautical Search and Rescue Region.

## ARTICLE 2

### IMPLEMENTING AGENCIES

1. The responsible Agencies for the implementation of this Agreement shall be-
  - a) For the State, the State Search and Rescue Organisation, Department of Aviation/Maritime; and
  - b) For the State, the -----
  
2. The RCC's referred to in this Agreement shall be-
  - a) For the State, ARCC Unit, and
  - b) For the State, the -----

3. The contact details of agencies are listed at Annexure I.

### **ARTICLE 3**

#### **SCOPE OF AGREEMENT**

The Parties agree to cooperate in the following areas:

- (a) Exchange of SAR information concerning-
  - (i) potential distress situations on a routine basis; and
  - (ii) actual distress situations as soon as the information is available
- (b) supporting each other by pooling SAR facilities for operations within their respective SRR's,
- (c) making, and responding to, requests for operational assistance between the designated RCC's or (RSC's) of the Parties as capabilities allow;
- (d) exchange of information on the available SAR resources to ensure mutual knowledge of each other's SAR capabilities;
- (e) utilizing standard SAR procedures and communications appropriate for cooperation and co-ordination between SAR assets of the Parties responding to the same distress incident, and for co-operation and co-ordination between the RCC's of the Parties;
- (f) applying the guidance of the International Aeronautical and Maritime Search and Rescue (IAMSAR) and any other relevant Manuals regarding SAR operational procedures and communications;
- (g) applying of standard agreed SAR procedures in order to save human life in distress.

- (h) Entry by various types of SAR assets into the territorial waters or the Air defence Identification Zone (ADIZ) as the case maybe of the other Party, shall exclusively be for SAR operations purposes;
- (i) facilitating entry by various types of SAR assets exclusively for SAR operations purposes' into the territory of the territorial waters or ADIZ as the case maybe;
- (j) conducting of communication checks at least once every calendar month to ensure the efficiency and effectiveness of SAR communication links;
- (k) conducting of SAR exercises as mutually agreed from time to time;
- (l) subject to the domestic law of their respective countries concerning the ownership of intellectual property and copyright, the exchanging of SAR operational and procedural manuals and amendments to those manuals with a view to developing uniform procedures; and
- (m) entering into other collaborative SAR efforts which may include:-
  - (i) mutual visits by SAR personnel of the Parties;
  - (ii) joint training or exercises;
  - (iii) co-operation in development of SAR procedures, techniques, equipment, or facilities;
  - (iv) exchanging of pertinent SAR or communication information; and
  - (v) the establishment of one or more SAR committees to provide a means for ongoing co-operation in improving SAR effectiveness.

#### **ARTICLE 4**

#### **SEARCH AND RESCUE REGIONS**

Without prejudice to the right of either Party, the line of divide separating the aeronautical SRR of the **State** and the aeronautical SRR of the **State** is delineated by the following coordinates:

**A:**-----  
**B:**-----  
**C:**-----

in accordance with the Air Navigation Plan for the **Africa Indian Ocean Region.**

## **ARTICLE 5**

### **EXCHANGE OF INFORMATION**

Each Party shall:

- (a) keep information readily available on the availability of any SAR facilities or other resources which may be needed for implementing this Agreement; and
- (b) keep each other fully and promptly informed of all SAR operations of mutual interest, or which may involve use of facilities of the other Party.

## **ARTICLE 6**

### **OPERATIONAL EXPENSES**

1. Either Party shall fund its own activities in relation to this Agreement unless otherwise arranged by the Parties in advance.
2. The matter of the reimbursement of cost shall not delay response in distress.

## **ARTICLE 7**

### **STANDARD OPERATING PROCEDURES FOR THE RESCUE CO-ORDINATION CENTRES**

1. While the responsibility for declaring an aeronautical emergency phase and initiating local action rest with the relevant aeronautical authority, the responsibility for initiating all subsequent SAR operations shall rest with the respective RCCs.

2. The RCC responsible for initiating a SAR mission shall be determined as follows:
  - (a) When the position of the aircraft in distress is known, the mission shall be initiated by the RCC in whose SRR the aircraft is located, and
  - (b) When the position of the aircraft is unknown, the SAR mission shall be initiated by the RCC, which first becomes aware that an aircraft is in need of assistance and that RCC shall remain in charge of the mission until the responsible RCC is determined in accordance with the following guidelines:
    - (i) the RCC in whose SRR the aircraft was operating when the last contact was made shall be the responsible RCC; and
    - (ii) where the last contact was made on the common SRR boundary, the RCC into whose SRR the aircraft was moving shall be the responsible RCC.
3. The responsibility for overall SAR co-ordination shall be transferred if -
  - (a) the position of aircraft is determined in accordance with the procedure established in sub Article 2 (b) (i) and (ii);
  - (b) an RCC is more favourably placed than the RCC initiating the mission to assume control of the mission by reason of -
    - (i) better communications;
    - (ii) proximity to the search area;
    - (iii) more readily available SAR units or facilities; or
    - (iv) any other reasons acknowledged by the RCC initiating the mission.

4. In the case of responsibility being transferred, the following procedures shall be followed-
  - (a) direct discussions shall be conducted between the SMC's concerned, to determine the best course of action;
  - (b) full details of the actions taken by the initiating RCC shall be exchanged; and
  - (c) the initiating RCC shall retain responsibility until it is notified that the other RCC has assumed responsibility for overall SAR co-ordination, or part thereof.
5. Each Party shall recognize the interests of the other Party whose aircraft is the subject of a SAR mission or whose aircraft or vessel is participating in the SAR mission.
6. A Party shall notify the other Party as soon as possible about any SAR mission by its SAR units into the SRR of that Party to render assistance.
7. When it becomes necessary for an RCC to deploy SAR units into the SRR of the other Party, the SMC shall immediately deploy such units for the mission. Simultaneously the RCC of the other Party shall be advised by written message concerning the following information:
  - a) SAR mission identification;
  - b) SAR units identification and type;
  - c) call signs and names;
  - d) point of departure, route and destination;
  - e) assigned search tasks;
  - f) number of persons on board;
  - g) communication frequencies in use;
  - h) relevant equipment carried; and
  - i) range and endurance.



8. The SMC at the associated RCC shall, on receipt, send an acknowledgement to the initiating RCC and indicate the conditions, if any, under which the intended mission is to be undertaken. All possible assistance shall be rendered to enable the SAR mission to be carried out successfully.
9. SAR units shall not enter an ADIZ until approval is obtained by the appropriate RCC.
10. The RCC responsible for a SAR mission in terms of Article 8 (3) and 8(4) shall determine the area of probability and establish the search area(s).
11. The responsible RCC and the other RCC shall, if necessary, arrange for the promulgation of a Notice to Airmen defining the search area(s) and any associated Restricted or Danger area(s) within their respective SRRs, and shall arrange for the issuing of any necessary safety message(s) to shipping.
12. The RCCs concerned shall maintain close liaison in order to ensure the successful execution of the SAR mission.
13. The RCC responsible for overall SAR co-ordination shall furnish the other RCC with daily situation reports concerning –
  - (a) the number of SAR units involved in the mission;
  - (b) the areas to be searched;
  - (c) actions taken; and
  - (d) a decision to suspend or terminate the SAR mission.
14. Discussions between the SMCs of both RCCs shall be undertaken whenever necessary.

## ARTICLE 8

### USE OF OTHER PARTY'S FACILITIES BY SAR UNITS

1. Each Party shall-
  - (a) authorize its RCC(s) to request assistance via the RCC(s) of the other Party, and to provide all pertinent information on the distress situation and the scope of assistance needed;
  - (b) Authorise its RCC(s) to promptly respond to a request for assistance from an RCC of the other Party; and
  - (c) authorise its RCC(s) to promptly arrange, or arrange in advance, with other national authorities for territorial entry of SAR facilities of the other Party (including over flight or landing of SAR aircraft, and similar accommodation of surface SAR units) as circumstances dictate for fuelling, medical, or other appropriate and available operational support, or in response to a request to the RCC of the other Party for assistance of those facilities which would involve territorial entry.
2. SAR units assigned by one Party to the RCC of the other Party which is responsible for overall co-ordination of the SAR mission shall be placed under the direction of the relevant SMC for the period of their assignment, except that military aircraft, ships or personnel shall remain under the command of the military headquarters of their country.
3. The RCC contemplated in Article 7(1) shall as far as possible send all instructions and information relative to the mission directly to the On-scene Coordinator of the other Party.
4. The On-scene Coordinator shall report directly to the RCC responsible for initiating the SAR mission.

5. The RCC of the Party requesting assistance in the form of SAR units or the use of facilities of the other Party shall provide all the relevant details of the type and of facilities required.
6. The On-scene Coordinator shall notify the RCC concerned of the time and position of its entry into the territorial sea or air space.
7. The RCC contemplated in Article 7(1) shall make the necessary arrangements, including assistance with logistical support, public services and other bodies to facilitate entry by a SAR unit referred to in Article 7(7) and shall transmit any useful information to the unit involved.

#### **ARTICLE 9**

#### **RECOVERY OF SUPPLIES AND EQUIPMENT**

Recovery of reusable supplies and survival equipment shall be arranged between respective RCCs. When practicable, recovered items shall be returned to their owners unless other arrangements for their disposal are mutually determined in specific instances.

#### **ARTICLE 10**

#### **AMENDMENTS**

This Agreement may be amended by mutual consent of the Parties through Exchange of Notes between the Parties through the diplomatic channel.

**ARTICLE 11****SETTLEMENT OF DISPUTES**

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultations or negotiations between the Parties.

**ARTICLE 12****COMMENCEMENT, DURATION AND TERMINATION**

1. This Agreement shall enter into force on the date of signature thereof by both Parties.
2. This Agreement shall remain in force indefinitely, but may be terminated at any time by mutual consent or by either Party upon giving ninety days written notice in advance to the other Party through the diplomatic channel of its intention to terminate the agreement.

**ARTICLE 13****SPECIAL PROVISION**

Nothing in this Agreement shall be interpreted in such a manner as to weaken or adversely affect sovereignty claims by either Party over its territory or part thereof.

**ARTICLE 14****NOTIFICATION TO THE INTERNATIONAL CIVIL AVIATION  
ORGANISATION**

The Secretary General of the International Civil Aviation Organization shall be notified of this Agreement.

**IN WITNESS WHEREOF** the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement in duplicate in the English language both texts being equally authentic.

**MADE IN TWO ORIGINALS**

**SIGNED AT -----ON THIS -----DAY OF 20-----**

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**FOR THE GOVERNMENT OF THE  
STATE**

**FOR THE GOVERNMENT OF THE  
STATE**

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**Attachment**

This attachment indicates the contact details of the implementing agencies.

**FOR THE STATE****Department for Aviation/Maritime**

Tel : +

Fax :+

Email:

**ARCC**Alerting  
Operations**SMC Standby 1 (24HR)****SMC Standby 2 (24HR)**

Tel:

Fax:

AFTN:

**FOR THE STATE****ARCC**Alerting  
Operations