

DRAFT AGREEMENT BETWEEN the CASSOS GROUP OF STATES FOR THE ESTABLISHMENT AND MANAGEMENT OF A REGIONAL ACCIDENT AND INCIDENT INVESTIGATION ORGANIZATION

Preamble

The parties to this agreement are Jamaica/ Trinidad and Tobago/ OECS/ Suriname/ Guyana/ Barbados and Haiti.

Whereas the International Civil Aviation Organization (ICAO) is the international body created by the Convention on International Civil Aviation of 1944 (the Chicago Convention) having as its main objectives the safe and orderly development of the international civil aviation, the implementation and adoption of the principles and provisions of the Chicago Convention, including Standards and Recommended Practices concerning accident and incident investigation and any other matters connected with the safety and efficiency of air navigation;

Whereas Article 26 of the Convention provides that a State in which an accident to an aircraft occurs within the terms of the Article “will institute an inquiry into circumstances of the accident in accordance, so far as its laws permit, with the procedure which may be recommended by the International Civil Aviation Organization”;

Whereas Annex 13 to the Convention specifies Standards and Recommended Practices (SARPs) for the conduct of aircraft accident and incident investigations on the part of the States to meet their obligations under the order of Article 26 of the Convention;

Recognizing that ICAO USOAP audits and other ICAO missions have shown that many Contracting States have not established and/or managed effective accident and incident investigation organizations, primarily because sufficient resources have not been allocated meet States’ obligations under the Convention and Annex 13 to the Convention;

Taking into account the recommendations of the Accident Investigation and Prevention (AIG) Divisional Meeting (2008) (AIG/08) held in Montreal, Canada from 13 to 18 October 2008, and in particular Recommendation 6/3 a), urging Contracting States to conduct safety investigations pursuant to Article 26 of the Chicago Convention and Annex 13 when an accident occurs in the territory, and to obtain regional support if required capabilities or resources are not available;

Taking into account Recommendations 6/1 of AIG/08 that proposed amendments to Chapter 5 of Annex 13 that would make it possible for the State of Occurrence to delegate the whole or any part of the conducting of an investigation to a regional accident and incident investigation organization by mutual agreement and consent;

Recalling Recommendations 4/5 of the Special AFI RAN meeting held in Durban, South Africa, from 24 to 29 November 2008, on the establishment of Regional and Accident Investigation Organizations

alongside the development and establishment of Regional Safety Oversight Organizations, thus enabling States to meet their international obligations in the area of accident investigation by joining forces and sharing resources that they may otherwise fail to obtain;

Therefore, the States of Jamaica/ Trinidad and Tobago/ OECS/ Suriname/ Guyana/ Barbados and Haiti

HAVE AGREED AS FOLLOWS:

ARTICLE 1
Definitions

In this agreement unless the context otherwise requires:

“Accident” means an occurrence associated with the operation of an aircraft as defined in the current edition of IACO Annex 13—*Aircraft Accident and Incident Investigation*.

“Agreement” means this Agreement and any Appendix, Annex or Amendment hereto.

“Board” means the Board established under Article 8 of this Agreement, which is an advisory body to the Chairman.

“Chairman” means the chief spokesman for the RAIO and the principal liaison between the Board and the Member States.

“Chicago Convention” means the Convention on International Civil Aviation signed in Chicago on the 7th day of December 1944.

“GASP” means the ICAO Global Aviation Safety Plan.

“GASR” means Global Aviation Safety Roadmap developed by the Industry Safety Strategy Group and agreed to by the IACO Council on 15 June 2006.

“IACO” means the International Civil Aviation Organization.

“Incident” means an occurrence, other than an accident associated with the operation of an aircraft, as defined in the current edition of IACO Annex 13—*Aircraft Accident and Incident Investigation*.

“Investigation” means a process conducted for the purpose of accident prevention which includes the gathering and analysis of information, the drawing of conclusions, including the determination of causes and/or contributing factors and, when appropriate, the making of safety recommendations.

“Investigation team” means a group of aircraft accident and incident investigators who are on call for immediate assignment to investigate an accident or incident.

“Investigator-in-charge” means a person charged, on the basis of his or her qualifications, with the responsibility for the organization, conduct and control an investigation.

“Member State” means RAIO Member State that is party to this Agreement.

“Serious Incident” means an incident involving circumstances indicating that there was a high probability of an accident as defined in the current edition of ICAO Annex13—*Aircraft Accident and Incident Investigation*.

ARTICLE 2

Application of the Agreement

The Agreement will govern the Member States’ cooperation in the investigation of accidents and incidents.

ARTICLE 3

Establishment

The Member States hereby establish the RAIO as an independent accident and investigation organization reporting to the Member States.

ARTICLE 4

Objectives of the RAIO

The principal objectives of the RAIO will be to:

- a) ensure, in accordance with the ICAO Global Aviation Safety Plan, the establishment of an adequately funded, professionally trained, independent and impartial aircraft accident and incident investigation body within CARICOM;
- b) enhance cooperation and collaboration among the Member States, with respect to the investigation of aircraft accidents and incidents;
- c) enhance cooperation within the RAIO and internationally, with respect to the sharing of information on aircraft and incidents;
- d) ensure that all aircraft accidents and incidents occurring in Member States are investigated in strict compliance with the provisions of ICAO Annex 13—*Aircraft Accident and Incident Investigation*, taking into account other ICAO documents pertaining to accident/incident investigation, particularly Doc 9756, Manual of Aircraft Accidents and Incidents;
- e) ensure the independence of all investigations into aircraft accidents and incidents that are carried out by Member States, from the political or other inference or pressure;

- f) ensure the provision of adequate resources, including funding and qualified personnel, for the carrying out of all investigations;
- g) promote, by all Member States, the use of common set of regulations compliant with the provisions of Annex 13—*Aircraft Accident and Incident Investigation*, including regulations for the protection of safety data collection and processing systems (SDCPS) as set forth in Attachment E to Annex 13;
- h) promote, by all Member States, the use of common guidance material, investigator manuals and handbooks;
- i) Promote the use of best accident prevention practices; and
- j) enhance the qualifications and experience of accident investigators in all Member States.

ARTICLE 5
Functions of the RAIO

The functions of RAIO will be to:

- a) strengthen cooperation and collaboration between Member States with respect to the investigation of aircraft accidents and serious incidents;
- b) develop a common set of regulations in the area of accident and incident investigation compliant with the provisions of Annex 13—*Aircraft Accident and Incident Investigation* and taking into account the delegation of conduct of an investigation to the RAIO, by any one of the Member States;
- c) develop common guidance material and investigator handbook, manuals and checklists for use in the investigation of accidents and incidents that occur in all Member States;
- d) develop and implement procedures for the sharing of information on accidents and incidents within the RAIO and internationally, ensuring that all that data system is compatible with the ICAO ADREP system;
- e) develop and implement procedures aimed at facilitating relations between investigation teams and local authorities in States of Occurrence within RAIO, to enable the unimpeded investigation of accidents and incidents;
- f) coordinate accident and incident investigation activities among the Member States;
- g) support the accident and incident prevention efforts of Member States;

- h) monitor the accident and incident investigation activities of the Member States to ensure that they are in line with the ICAO objectives and plans;
- i) monitor and provide input to the formulation of ICAO SARPs in the area of accident and Incident investigation;
- j) Establish appropriately equipped and trained accident and incident investigation teams;
- k) conduct either the whole or any part of an investigation into an aircraft accident or incident upon delegation by a State of Occurrence in the RAIO, by mutual arrangement and consent between State of Occurrence and RAIO;
- l) mobilize and solicit technical and financial resources from external sources for the purpose of investigating accidents and incidents;
- m) provide technical and on-the-job training for accident and incident investigators; and
- n) perform any other function that may be necessary for the proper investigation of accidents and incidents under this agreement.

ARTICLE 6

Organizational Structure of the RAIO

The RAIO will consist of:

- a) the Chairman;
- b) the Board;
- c) the Head/Chief Investigator; and
- d) a Training and Administrative Coordinator.

ARTICLE 7

The Chairman

1. The Chairman will be appointed by Member States preferably for a period of three years on such terms and conditions as the Member States may determine, including possible reappointments for additional terms of three years.
2. The Chairman will preferably have a minimum of five years' experience as an aircraft accident investigator and experience as an investigator-in-charge (IIC).

3. Subject to the policy directions of the Member States, the Chairman will carry out the following functions:

- a) convene the meetings of the Board;
- b) supervise and coordinate the work of his/her Office with respect to the development of common accident and incident investigation regulations for the adoption and use by the Member States;
- c) supervise and coordinate the work of his/her Office with respect to the development of common guidance material, investigator handbooks and manuals and checklists for use in investigations in Member States;
- d) coordinate with Member States the deployment of the Board's investigation teams for the purpose of carrying out investigations into aircraft accidents and incidents, upon delegation by the State of Occurrence;
- e) supervise and coordinate the establishment and maintenance of a database of aircraft accidents and incidents compatible with the ICAO ADREP system;
- f) supervise and coordinate the establishment and maintenance of a list of aircraft accident investigators available as members of the Board's investigation teams;
- g) supervise the development and implementation of a training programme for accident and incident investigators;
- h) supervise the exchange and sharing of information with Member States and relevant agencies on accidents and incidents;
- i) supervise the development of staff regulations, rules and procedures and undertake the general management of the Office of the Chairman.
- j) manage the delivery of technical support to Member States in the area of accident and incident investigation;
- k) prepare an annual programme of activities and budget for the RAIO and implement the approved programme, once approved by Member States;
- l) prepare an annual report of activities of the RAIO, including the conduct of accident and incident investigations and status of reports and safety recommendations issued;
- m) service meetings of the Board and provide support to the Board:

- n) assess and approve applications by third States outside of the RAIO seeking assistance from the RAIO; and
 - o) perform any other duty assigned by the Member States.
4. The Chairman will be the chief spokesperson of the RAIO and the principal liaison between the Member States and the RAIO.
 5. The Chairman will be responsible to the Member States.

ARTICLE 8

Establishment, Composition and Functions of the

Board

1. The Board or similar body will act as an advisory body to the Chairman.
2. The Board will consist of the following members:
 - a) the Chairman; and
 - b) one Board member from each of the RAIO Member States.
3. Members of the Board, other than the Chairman, will be nominated by each of the Member States.
4. Members of the Board, other than the Chairman, will:
 - b) have preferably a minimum of five years' experience in a technical position in the aviation industry; and
 - c) have been appointed as an investigator or investigator-in-charge in their respective Member States.
5. The Chairman will preside at all meetings of the Board and in his/her absence, he/she will delegate one of the members of the Board to preside over a meeting on his/her behalf.
6. If a member of the Board is unable to attend a meeting of the Board, that member may designate a representative to attend the meeting.
7. The designated representative will, for the purpose of that meeting, have all powers, duties and responsibilities of the member of the Board for whom that person is acting.

8. The functions of the Board will be to advise on the performance and affairs of the RAIO and to give general directions on the implementation and achievement of the objectives and functions of the RAIO.
9. Without limiting the generality of Paragraph 8 of this Article the Board will:
 - a) review reports submitted to it by investigators-in-charge of the investigation of an aircraft accident or incident, prior to their submission to the State of Occurrence of the accident/incident;
 - b) consider all other reports submitted to it by the Chairman for review;
 - c) review safety recommendations resulting from the investigation of accidents and incidents and ensure their implementation by all Member States concerned or determine why implementation did not take place;
 - d) review accident and incident investigation regulations drafted by the Office of the Chairman prior to their approval and adoption for use by the Member States;
 - e) review accident and incident investigation guidance material and procedures drafted by the Office of the Chairman for use by the Member States and the Board;
 - f) recommend to the Member States a suitable candidate to be appointed as the Chairman and review the qualifications and suitability of staff to be appointed by the Chairman and review their performance;
 - g) review the annual programme of activities and budget estimates for the RAIO for submission to the Member States for approval;
 - h) review the annual report of the RAIO for submission to the Member States; and
 - i) exercise such other powers and perform such other functions as may be conferred on it by the Member States necessary for the proper implementation of this Agreement.

ARTICLE 9
Meetings of the Board

1. The Board will meet at least once in every six calendar months and may hold extraordinary meetings as and when necessary, particularly to review and adopt accident and incident investigation reports and safety recommendations.

2. Meetings of the Board will be held at the Office of the Chairman or such other place as the Chairman may decide.
3. The quorum for any meeting of the Board will be a simple majority of the members of the Board.
4. Decisions of the Board will be by a simple majority vote by the members present and voting.
5. Subject to this Article, the Board will determine its own rules of procedure including the convening of meetings and for the conduct of business at the meetings and the recording of its decisions and minutes.

ARTICLE 10
Office of the Chairman

1. The Headquarters of the RAIO will be the Office of the Chairman which will be located in such Member State as the Member States may determine.
2. The Office of the Chairman will consist of the Chairman and any other staff as may be determined by the Board as being required to assist the Chairman in his/her functions.
3. All staff will be appointed by the Chairman on the terms and conditions proposed by the Board.
4. In the appointment of professional staff, consideration will first be given to suitably qualified and experienced candidates from the Member States prior to consideration being given to any other candidates.

ARTICLE 11
Relationship between the RAIO and the Member States

1. The RAIO will at the end of each financial year prepare an annual report on the performance of its functions during that year for submission to the Member States.
2. Member States may give policy directions of a general nature to the RAIO in respect of the performance of the functions of the RAIO provided that such directions are consistent with the provisions of this Agreement.

ARTICLE 12
Role of Member States

Member States will:

- a) implement safety recommendations received resulting from the investigation of accidents and incidents or state the reasons why such safety recommendations were not implemented;
- b) promulgate common regulations developed by the RAIO in the area of accident and incident investigation that are compliant with the provisions of ICAO Annex 13 — *Aircraft Accident and Incident Investigation*;
- c) participate in activities of the RAIO with the aim of assisting other Member States in the area of accident and incident investigation; and
- d) adopt and support measures and programmes for the training of accident and incident investigators and other technical staff in the RAIO.

ARTICLE 13 **Financial Provisions of the RAIO**

The funds of the RAIO will consist of the following:

- a) contributions of the governments of Member States that cover the annual financial needs of the RAIO, as well as contingency emergency funds to cover the investigations that involve extraordinary costs;
- b) donations, grants or loans from sources approved by the Member States;
- c) revenue derived from the activities of the RAIO, to include conduct of investigations, training, consultancies and other services performed; and
- j) any other sources as may be approved by the Member States

ARTICLE 14 **Privileges and Immunities**

1. Member States will grant RAIO the privileges and immunities necessary for the fulfilment of its objectives and the exercise of its functions.
2. In addition to the privileges and immunities to be accorded to RAIO, the RAIO will enter into a complementary agreement relating to the privileges and immunities to be accorded to the RAIO by the Member State in which the Office of the Chairman will be located.

ARTICLE 15 **Settlement of Dispute**

In the event of a dispute between a Member State and the RAIO, the Member State concerned and/or the RAIO will first seek solution by means of negotiation and conciliation before raising the issue with all Member States.

ARTICLE 16
Arbitration

Where a Member State and/or the RAIO fail to resolve a dispute the decision of the Member States will be binding.

ARTICLE 17
Entry into Force, Duration and Withdrawal

1. This Agreement will enter into force immediately upon signature by a simple majority of Ministers responsible for accident and incident investigation within the Member States. Thereafter, it will come into force for other RAIO Member States which subsequently sign this Agreement.
2. Any Party that elects to withdraw from the Agreement will forward a formal notification of the intent to withdraw to the Chairman of RAIO. The withdrawal will take effect one year after the date of the receipt by the Chairman. The withdrawal will be without prejudice to any obligation incurred by the withdrawing Party under this Agreement prior to such withdrawal. This Agreement will continue to be in force thereafter with respect to the other Parties.

ARTICLE 18
Accession

1. Any additional State, which wishes to become a party to this Agreement, may do so upon approval by Member States and upon Signature to the Agreement.
2. In cases of accession, this Agreement will enter into force for the party acceding, thirty days after the date of signature.

ARTICLE 19
Dissolution

1. The RAIO may be dissolved by the Member States.
2. On dissolution, the rights, assets and liabilities of the RAIO will revert to Member States.

ARTICLE 20
Amendment of the Agreement

1. This Agreement may be amended by the agreement of Member States.
2. Any Member State may submit proposals for the amendment of this Agreement.
3. Any proposals for amendment will be submitted in writing to the Chairman who will, within thirty (30) days of its receipt, communicate the proposed amendment to Member States.
4. Member States that wish to comment on the proposal will do so within ninety (90) days from the date of dispatch of the proposal by the Chairman.
5. After expiration of the period prescribed under paragraph 4 of this Article, the Chairman will convene the Board to consider the proposals and any comments thereon received from Member States. The recommendations of the Board will be submitted to the Member States.
6. Any amendment to this Agreement will be valid only when adopted by the Member States and will enter into force when signed by all Member States.

.....
 IN FAITH WHEREOF, the undersigned have appended their signatures here on this
 day of..... in the year two thousand and

<i>State</i>	<i>Name and title of Representative</i>	<i>Signature/date</i>
Jamaica		
Trinidad and Tobago		
OECS		
Suriname		
Guyana		
Barbados		
Haiti		