

SAMPLE – SAR AGREEMENT BETWEEN

..... RCC andRCC (or BETWEEN PARTY A and PARTY B)

1. PREAMBLE

The authorized representatives of and agree that the procedures contained in this document shall remain in force from the effective date specified until either amended or cancelled.

This Agreement supersedes and cancels the existing Agreement between and dated

2. EFFECTIVE DATE

The provisions in this Agreement shall be implemented on at 0001 UTC.

3. OBJECTIVE

The objective of this Agreement is to specify co-ordination procedures between and

4. SCOPE

- a) Knowing the importance of co-operation in search and rescue (SAR), and of the provision of expeditious and effective SAR services;
- b) Desiring to support the provisions of the International Convention on Maritime Search and Rescue of the International Maritime Organization (IMO) and/or the Convention on International Civil Aviation of the International Civil Aviation Organization (ICAO); and
- c) Seeking to provide an overall plan for SAR co-ordination, use of available resources, mutual assistance, and efforts to improve SAR services;
- d) The Parties have agreed as follows in paras. 5, 6, 7, 8 and 9:

5. EXTENT OF ASSISTANCE

5.1 The Parties agree to co-operate in the following areas:

- a) Support each other by pooling SAR facilities as appropriate for operations within their respective search and rescue regions (SSRs);

- b) Make, and respond to, requests for operational assistance between the designated rescue co-ordination centres (RCCs) or rescue sub-centres (RSCs) of the Parties as capabilities allow;
- c) Develop procedures and communications appropriate for co-ordination among facilities of both Parties responding to the same distress incident, and for co-ordination between the RCCs or RSCs of the parties;
- d) Normally apply the guidance of the International Aeronautical and Maritime SAR Manuals regarding SAR operational procedures and communications;
- e) Work to establish agreed procedures, which balance concerns for sovereignty and for saving lives, regarding entry of various types of SAR facilities into the territory of the other Party, solely for a search or a rescue operation; and
- f) Enter 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. exchange of pertinent SAR or communications, information; and
 - V. establishment of one or more SAR committees to provide a means for ongoing co-operation in improving SAR effectiveness.

6. SEARCH AND RESCUE REGIONS

6.1 Establishment of SRRs is intended only to effect an understanding concerning where each Party accepts primary responsibility for co-ordinating or providing SAR services. SRRs of the Parties shall be separated by lines connecting points as follows; [appropriate co-ordinate points describing applicable lines]

7. TERMS OF AGREEMENT

Each Party will:

- a) keep information readily available on availability of any SAR facilities or other resources which may be need for implementing this Agreement.
- 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;

- c) 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;
- d) authorize its RCC(s) to promptly respond to a request for assistance from an RCC of the other Party.
- e) authorize 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 overflight or landing of SAR aircraft, and similar accommodation of surface (land or water) 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;
- f) normally fund its own activities in relation to this Agreement unless otherwise arranged by the Parties in advance, and, in any event, will not allow a matter of reimbursement of cost to delay response to persons in distress.

8 AMENDMENTS

8.1 Any change to this Agreement, including its cancellation or replacement, requires the consent of the Parties concerned. This applies to the substance of the change as well as to its date of applicability. Any change shall be made either in the context of a meeting between the two Parties, or by exchange of correspondence with acknowledgement by all signatories.

8.2 Whilst temporary deviations from these procedures may be agreed between the RCC supervisors concerned, as specified in paragraph 9 below, permanent amendments to this document shall be effective only in the form of a written amendment duly signed by authorized representatives.

9. DEVIATIONS

9.1 Deviation from the procedures specified in this Agreement shall only be permitted in exceptional circumstances and not without prior co-ordination on a case-by-case basis.

9.2 Any deviations from these provisions, that arise due to an emergency or are applied to ensure the safety of life, shall immediately be notified to the other Party concerned and shall be terminated as soon as the circumstances that caused the deviation cease to exist.

Authorized Signatories

Signed at _____

on _____

For: (PARTY A):

For: (PARTY B):
