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ASEAN MEMORANDUM OF UNDERSTANDING ON COOPERATION RELATING TO AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATION

The authorities responsible for the investigation of aircraft accident and incident investigations in Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand and the Socialist Republic of Viet Nam, Member States of the Association of Southeast Asian Nations (ASEAN) (hereinafter referred to collectively as "the Participating Parties" or individually as "each Participating Party" or "the Participating Party"),

MINDFUL of the international nature of civil aviation and aviation safety;

HAVING noted the importance for aviation safety of conducting appropriate technical investigations into aircraft accidents and incidents;

REAFFIRMING the objective enshrined in Annex 13 to the Convention on International Civil Aviation ("the Chicago Convention") that the sole objective of the investigation of an aircraft accident or incident shall be the prevention of accidents and incidents and that it is not the purpose of the investigation activity to apportion blame or to provide a means of determining liability;

COMMITTED to enhancing the capabilities and professionalism of their respective aircraft investigators;

DESIRING to share expertise and experience relating to aircraft accident and incident investigation;

RECOGNISING their common interest in establishing a lasting framework for cooperation in the area of aircraft accident and incident investigation;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1
OBJECTIVE

The Participating Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Participating Party, decide to strengthen, promote and develop co-operation to enhance aviation safety.

ARTICLE 2
AREAS OF COOPERATION

1. Each Participating Party will, subject to the laws, rules, regulations, procedure and national policies from time to time in force governing the subject matter in their respective countries, cooperate in aircraft accident and incident investigation, investigation training and sharing of information and expertise, consistent with the Standards and Recommended Practices, *Aircraft Accident and Incident Investigation*, contained in Annex 13 to the Chicago Convention ("Annex 13"). The areas of cooperation are as follows:

(a) Each Participating Party will offer assistance and the use of air safety investigation manpower, facilities and equipment to the other Participating Parties as it deems appropriate and as resources permit. Such assistance may include expertise in

the fields of air traffic services, engineering, operations, flight recorders, human performance and management organisation.

(b) Each Participating Party may invite the other Participating Parties' investigators to participate or assist in its accident investigation processes.

(c) The Participating Parties will undertake appropriate steps, subject to the availability of resources, to positively answer all requests for assistance from another Participating Party.

(d) Each Participating Party will invite the other Participating Parties' investigators to attend general and specialist investigation courses and undergo training courses which it conducts, where applicable and if suitable.

(e) Each Participating Party will, to the extent permitted by its laws and regulations, facilitate the attachment of the other Participating Parties' investigators as observers to its investigation of aircraft accidents and serious incidents, with a view to enhancing the other Participating Parties' understanding of its investigation requirements and procedures. This will serve to develop effective cooperation between the Participating Parties in any investigation of aircraft accident or serious incidents it conducts pursuant to Annex 13 involving an aircraft of which the other Participating Parties are the State of Registry, State of the Operator, State of Design or State of Manufacture, as defined in Chapter 1 of Annex 13.

(f) The Participating Parties will maintain regular contact with each other. Each Participating Party may organise visits to or meetings with another Participating Party or other Participating Parties with the aim of exchanging experiences, skills and technical knowledge, and of identifying in advance, areas of possible assistance or cooperation, in particular the availability of specialised equipment, facilities and trained personnel.

(g) Each Participating Party will, to the extent permitted by its laws and regulations, endeavour to share with the other Participating Parties relevant information about an investigation it is conducting in which the other Participating Parties have expressed an interest. This information, consistent with Annex 13, will not be released by the other Participating Parties without the express consent of the Participating Party conducting the investigation.

2. A Participating Party may also request another Participating Party for know-how and advice in the organisation of an investigation, drafting of the report, crisis management and communications.

3. The Participating Parties will, where possible and by mutual agreement, develop additional areas of cooperation, especially in areas corollary to those referred to in paragraph 1 of this Article.

ARTICLE 3
DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding is the investigation authority responsible for the investigation of aircraft accidents

and incidents or the aviation authority of the respective Participating Parties, whichever the case may be.

ARTICLE 4
CONFIDENTIALITY

1. Each Participating Party will undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Participating Party or Participating Parties during the period of the implementation of this Memorandum of Understanding or any other arrangements made pursuant to this Memorandum of Understanding, as provided for in Article 10 of this Memorandum of Understanding.

2. The Participating Parties decide that the provisions of this Article will continue to be binding between the Participating Parties, notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 5
NON LIABILITY

1. Each Participating Party will ensure that it will not, under any circumstances, make any demands of, or any claims against, the other Participating Party or Participating Parties for any matter or matters arising or resulting from any assistance which the latter Participating Party or Participating Parties has or have rendered to it under this Memorandum of Understanding.

2. The former Participating Party will also ensure that no liability will be borne by the latter Participating Party or Participating Parties, in the circumstances described in

paragraph 1 above, for damages or consequential losses, direct or indirect, arising from any third-party claims against it.

ARTICLE 6
FINANCIAL

Unless otherwise decided, each Participating Party will bear its own cost for the implementation of the matters set out in this Memorandum of Understanding.

ARTICLE 7
CONSULTATIONS

In the ASEAN spirit of solidarity and cooperation, Participating Parties will consult each other from time to time to ensure the implementation of this Memorandum of Understanding.

ARTICLE 8
SUSPENSION

Each Participating Party reserves the right, for reasons of national security, national interest, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding, which suspension shall take effect immediately after notification has been given to the other Participating Parties through diplomatic channels.

ARTICLE 9
REVISION, MODIFICATION AND AMENDMENT

1. Any Participating Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

2. Any revision, modification or amendment agreed to by the Participating Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.

3. Such revision, modification or amendment will come into effect on such date as may be determined by the Participating Parties.

4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 10
OTHER ARRANGEMENTS

The Participating Parties may, pursuant to this Memorandum of Understanding and by mutual agreement, enter into other arrangements relating to aircraft accident and incident investigation.

ARTICLE 11
SETTLEMENT OF DISPUTES

Any difference or dispute between the Participating Parties concerning the interpretation, implementation, and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation or negotiations between the Participating Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 12
COMMENCEMENT AND DURATION

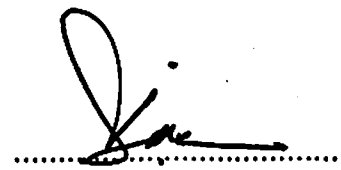
1. This Memorandum of Understanding will come into effect upon signature by the Participating Parties.

2. A Participating Party may notify its intention to withdraw from this Memorandum of Understanding by giving three months' notice in writing to the ASEAN Secretariat. In the event of a withdrawal by a Participating Party, the Participating Parties will provide for the continuance of any arrangement entered into under this Memorandum of Understanding but not fully performed prior to the withdrawal of that Participating Party.

IN WITNESS WHEREOF, the undersigned, being duly authorised by the Participating Parties, have signed this Memorandum of Understanding.

DONE at **Lapu-Lapu City, Cebu, the Philippines**, this **Twenty-Ninth** Day of **May** in the Year **Two Thousand and Eight**, in a single original copy in the English Language.

For Brunei Darussalam:



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ALAIHUDDIN TAHA
Permanent Secretary
Ministry of Communications

For the Kingdom of Cambodia:

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CHEA AUN
Director General
State Secretariat of Civil Aviation

For the Republic of Indonesia:

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TATANG KURNIADI
Chairman
National Transportation Safety Committee

For the Lao People's Democratic Republic:

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YAKUA LOPANGKAO
Director General
Department of Civil Aviation

For Malaysia:

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ABDULLAH YUSUFF BASIRON
Under Secretary
Ministry of Transport

For the Union of Myanmar:

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WINN PE
Director General
Department of Transport

For the Republic of the Philippines:

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DOROTEO A. REYES II
Undersecretary for Civil Aviation

For the Republic of Singapore:

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LIM BOON WEE
Deputy Secretary
Ministry of Transport

For the Kingdom of Thailand:

Chalor Kotcharat

CHALOR KOTCHARAT
Deputy Permanent Secretary
Ministry of Transport

For the Socialist Republic of Viet Nam:

LƯU THANH BINH
Deputy Director General
Civil Aviation Administration of Vietnam