



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AUTHORITIES IN CHARGE OF AIRCRAFT
ACCIDENT INVESTIGATION OF
ASEAN MEMBER STATES
AND
THE CIVIL AVIATION ADMINISTRATION OF CHINA
ON COOPERATION RELATING TO AIRCRAFT ACCIDENT
AND INCIDENT INVESTIGATION

The Competent Authorities in charge of aircraft accident investigation of the Member States of the Association of Southeast Asian Nations (hereinafter referred to collectively as "Aircraft Accident Investigation Authorities of ASEAN Member States") which comprise the Authorities of:

Brunei Darussalam,
the Kingdom of Cambodia,
the Republic of Indonesia,
the Lao People's Democratic Republic,
Malaysia,
the Republic of the Union of Myanmar,
the Republic of the Philippines,
the Republic of Singapore,
the Kingdom of Thailand,
the Socialist Republic of Viet Nam;
and

The Civil Aviation Administration of China (hereinafter referred to as "CAAC");

referred to collectively as "**the Participating Parties**" or individually as "**each Participating Party**" or "**the Participating Party**";

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 provide a means of determining liability;

NOTING the Memorandum of Understanding (“MOU”) between the Governments of the Member States of the Association of Southeast Asian Nations and the Government of the People’s Republic of China on Transport Cooperation signed in Vientiane, Lao PDR on 27 November 2004;

COMMITTED to enhancing the capabilities and professionalism of their respective aircraft accident 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 MOU and the laws, rules, regulations and national policies from time to time in force in each country jointly decide to enhance aviation safety between the Participating Parties on the basis of equality and mutual benefit.

Article 2

Areas of Cooperation

The Participating Parties will, subject to the laws, rules, regulations, procedures 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 International Standards and Recommended Practices of Annex 13 to the Chicago Convention and its related documents. The areas of cooperation are as follows:

- (a) each Participating Party will offer assistance and the use of air safety investigation facilities and equipment to the other Participating Party 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 will, where practicable, invite the other Participating Party's investigators to attend its general and specialist investigation courses and training;
- (c) each Participating Party will, to the extent permitted by its laws and regulations, facilitate the attachment of the State of the other Participating Party's investigators as observers to its investigation of aircraft accidents and serious incidents, with a view to enhancing the other Participating Party's understanding of its investigation requirements and procedures. This will serve to develop effective cooperation between the Participating Parties in any investigation of aircraft accidents or serious incidents it conducts pursuant to Annex 13 to the Chicago Convention involving an aircraft of which the State of the other Participating Party is the State of Occurrence, State of Registry, State of the

Operator, State of Design or State of Manufacture.

- (d) Participating Parties will maintain regular contact and each Participating Party may organise visits to or meetings with the other Participating Party with the aim of exchanging experiences, skills and technical knowledge;
- (e) each Participating Party may, to the extent permitted by its laws and regulations endeavour to share with the other Participating Party relevant information about an investigation it is conducting in which the other Participating Party has expressed an interest. This information, consistent with Annex 13 to the Chicago Convention, will not be released by the other Participating Party without the express consent of the Party conducting the investigation.
- (f) any other areas of co-operation in the field of aircraft accident and incident investigation to be mutually agreed upon by the Participating Parties.

Article 3

Designated Authority and Contact Point

1. The designated authority responsible for the implementation of this MOU is the authority in charge of aircraft accident investigation or the aviation authority of the respective Participating Parties, whichever the case may be.

2. The contact points designated for the purposes of coordinating implementation and exchange of information under this MOU are set out in the Annex to this MOU.

3. Each Participating Party undertakes to provide information on any change or addition to its designated authority and contact point.

Article 4

Financial Arrangements

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

Article 5

Protection of Intellectual Property Rights

Any Intellectual Property Rights issue arising from research, studies, or other activities in this MOU are to be mutually agreed upon between the Participating Parties concerned.

Article 6

Confidentiality

Any confidential information, document or data received

pursuant to this MOU shall not be disclosed or distributed to any third party, except to the extent authorised in written form to do so by the Participating Party providing the information, document or data.

Article 7

Relationship with other Agreements

This MOU and any actions taken thereto will not affect the rights and obligations of the Participating Parties under any existing agreements or international conventions to which they are also parties.

Article 8

Revision, Modification and Amendment

1. Any Participating Party may propose a revision, modification or amendment to this MOU. The text of such revision, modification or amendment and the reasons are to

be transmitted to the ASEAN Secretary-General, who shall transmit them to each Participating Party.

2. The Participating Parties will communicate to the ASEAN Secretary-General whether or not the proposed revision, modification or amendment is acceptable, and also submit any comments thereon.

3. If all the Participating Parties agree to the proposed revision, modification or amendment, such revision, modification or amendment will come into effect on such date as may be determined by the Participating Parties and will form an integral part of this MOU.

4. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this MOU before or up to the date of such revision, modification or amendment.

Article 9
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 MOU which suspension shall take effect immediately after notification has been given to the other Participating Parties through notices. The suspension shall last no longer than is necessary by the reasons for its imposition.

Article 10
Consultations and Negotiations

In the event of any differences arising out of the interpretation or implementation or application of any of the provisions of this MOU, the Participating Parties may resolve it through mutual consultations and/or negotiations to ensure the

implementation of this MOU.

Article 11

Legal Effect

This MOU constitutes an expression of mutual good faith and is not intended to create legally binding obligations on any Participating Party. The Participating Parties will endeavour to promote and achieve the objective of this MOU.

Article 12

Final Provisions

1. This MOU will come into effect upon signature by all Participating Parties.
2. This MOU will be deposited with both the CAAC and the ASEAN Secretary-General. The ASEAN Secretary-General will promptly furnish a certified true copy thereof to each

ASEAN Member State.

3. Each Participating Party, represented by its Aircraft Accident Investigation Authority or the CAAC, may terminate this MOU by notifying the other Participating Parties through the ASEAN Secretary-General and CAAC of its intention to terminate this MOU by giving notice in writing through diplomatic channels, at least three (3) months prior to the intended date of termination.

4. The termination of this MOU will not affect the implementation of ongoing programmes, courses, attachments and activities carried out under this MOU.

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

DONE at **Singapore**, this **Thirteenth** Day of **October** in the **Year Two Thousand and Seventeen**, in two original copies in the English language.

ANNEX – LIST OF DESIGNATED AUTHORITIES

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(Attn.: Head, Division of HSSE and Investigation)

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Director

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Indonesia

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Chairman of National Transportation Safety Committee

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Deputy Director

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