



Australian Government
Australian Transport Safety Bureau



MOU

Memorandum of Understanding
between the
Australian Transport Safety Bureau
and the
Transport Accident Investigation
Commission

2018

1 THE PARTIES

1.1 Transport Accident Investigation Commission

The Transport Accident Investigation Commission (TAIC) investigates the circumstances and causes of aviation, rail, and maritime accidents and incidents ("occurrences"). TAIC makes findings and recommendations with a view to avoiding similar occurrences rather than to ascribe blame. TAIC must act independently when investigating occurrences and has the powers of a commission of inquiry.

1.2 Australian Transport Safety Bureau

The Australian Transport Safety Bureau (ATSB) has functions under the Transport Safety Investigation Act 2003 (TSI Act), including the independent investigation of aviation, marine and rail accident and incidents and communicating the results for the purpose of improving transport safety.

1.3 The ATSB and TAIC are each a Party and together "the Parties" to this MOU.

2 CONTEXT AND OBJECTIVE

2.1 The Parties' legislative mandates require them to independently investigate the circumstances and causes of accidents in the aviation, marine, and rail transport modes. The Parties share a guiding principle of undertaking 'no blame' inquiries to improve transport safety.

2.2 The objective of this MOU is to realise the benefits of the Parties working collaboratively to carry out their respective roles, and to leverage each other's expertise where possible. This MOU aims to achieve this objective by:

- a) Fostering opportunities to share and enhance the capabilities and expertise of their respective aviation, maritime, and rail safety investigators and other professionals; and
- b) Providing mutual assistance to increase national or regional capacity when required.

3 PRINCIPLES

3.1 In pursuing the objective of this MOU, the Parties will uphold the values of cooperation, honesty, trust, mutual respect, openness and professionalism.

3.2 While this MOU is not legally binding, the Parties will endeavour to perform their respective functions in a manner consistent with the values and principles the MOU embraces.

4 AREAS OF COOPERATION

4.1 The areas of cooperation under this MOU will include but are not limited to:

- a) Participation and mutual assistance in investigations, including major accident investigations, research and data analysis investigations, conducted by or involving the Parties;
- b) Regional investigation support and assistance;
- c) Cooperative research and analysis to review safety trends and identify areas for safety improvement;
- d) Public communication and education on aviation, maritime and rail safety matters;
- e) Making places available on training courses hosted by either Party for the personnel of the Parties that relate to enhancing the capabilities and professionalism of transport safety investigators employed by the Parties;
- f) Organisational development, including, for example, sharing of each other's policies and procedures and quality management approaches;

- g) Developing and sharing transport safety investigation methods and techniques in line with recognised international standards;
- h) Assistance in respect of technical capability including forensic engineering, Human Factor analysis, transport vehicle data recovery, analysis and presentation (including Flight Data Recorders, Cockpit Voice Recorders, Voyage Data Recorders and Rail Data Loggers);
- i) Providing a Trans-Tasman forum to promote the development of effective investigation laws and policies and procedures to address international standards for transport safety investigations;
- j) Legal issues, particularly resolution of legislative conflict, confidentiality of information and information sharing; and
- k) Pursue arrangements for facilitating access to information about the occurrence of accidents, serious incidents and incidents relevant to the performance of the Parties' functions.

5 COMMUNICATION

- 5.1 The Parties will encourage open dialogue on matters of mutual interest and concern.
- 5.2 Meetings will be held periodically, by the most appropriate means (i.e. video/tele conference or face to face), between nominated representatives of the ATSB and TAIC to discuss the 'Areas of Cooperation' set out in clause 4 of this MOU.

6 PARTIPATION IN AN ACCIDENT OR INCIDENT INVESTIGATION OF ANOTHER PARTY

- 6.1 Where there is a proposal for one Party to be involved in an accident or incident investigation of another Party, the Parties will endeavour to work together to put in place mutually acceptable arrangements. Generally the Parties will proceed as set out below:

Aviation

- (a) In the event of an aviation accident or incident the involvement of a Party in the other Party's investigation will be in accordance with:
 - i. the national laws and applicable policies and procedures of the Party responsible for the conduct of the investigation;
 - ii. Annex 13 to the Convention on International Civil Aviation (Chicago Convention), subject to any differences lodged in accordance with article 38 of the Convention; and
 - iii. the Asia and Pacific Regions Code of Conduct on Cooperation relating to Civil Aviation Accident/Incident Investigation.

Maritime

- (b) In the event of a marine casualty or incident, the involvement of a Party in the other Party's investigation will be in accordance with:
 - i. the national laws and applicable policies and procedures of the Party responsible for the conduct of the investigation;
 - ii. the 'Code of the International Standards and Recommended Practices for a Safety Investigation into a Marine Casualty or Marine Incident' (Casualty Investigation Code) annexed to the International

- iii. Convention for the Safety of Life at Sea (SOLAS), subject to any differences to the Recommended Practices that the Parties to the MOU have notified to each other.

Rail

- (c) In the event of a rail occurrence the involvement of a Party in the other Party's investigation will be in accordance with the national laws and applicable policies and procedures of a party responsible for the conduct of the investigation.

General

- 6.2 The Parties will discuss and resolve any difficulties arising with requirements under international/national laws and policies and procedures for the involvement of one Party in another Party's investigation.
- 6.3 The involvement of one Party in another Party's investigation will be subject to the availability of expertise and resources.

7 ASSISTANCE TO ANOTHER STATE

- 7.1 The Parties acknowledge that a State who is not a party to this MOU may request assistance in respect of matters that are covered by this MOU from one of the Parties. Where such a request is made, the Party receiving it may contact the other Party, where appropriate, to explore opportunities for a referral of the request or collaboration in relation to the provision of any assistance.
- 7.2 The Parties will develop their own policies and procedures to give effect to clause 7.1 and consult with each other on the respective content. The Parties commit, in particular, to addressing requests for assistance from States within the Asia Pacific region.

8 MAJOR ACCIDENTS

- 8.1 Both Parties recognise that in the event of a major accident in the territory of either Party, or the territory of a State within the surrounding region, the response required is likely to challenge the available resourcing.
- 8.2 The Parties are committed to working together to ensure preparedness for a major accident in the region. This includes planning for sharing and maximising the use of available resourcing, developing consistent methodologies and response plans for a major accident, and collaboration on major accident exercises.

9 DURATION, VARIATION & DISPUTE RESOLUTION

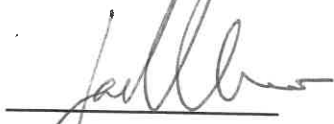
- 9.1 This MOU will apply for three years from the date of signing and may be extended, varied or terminated by exchange of letters between the Parties.
- 9.2 In the absence of extension or termination in accordance with 7.1, this MOU will continue to apply.
- 9.3 This MOU is subject to periodic review, and in any case is to be reviewed three months prior to expiry.
- 9.4 In the event that any disagreements or disputes arise in respect to any of the provisions of this MOU, the dispute/disagreement will initially be referred to the Executive Director Transport Safety (ATSB) and the Chief Investigator of Accidents (TAIC). Should resolution not be forthcoming, the issue will be referred to the Chief

Executive (TAIC) and Chief Commissioner (ATSB) for resolution.

10 SIGNATURES

10.1 This MOU may be signed consecutively by the signatories and in such case comes into effect on the later date of the two.

10.2 This MOU may be executed by scanning, faxing or other electronic means.



JANE MEARES
Chief Commissioner
Transport Accident Investigation Commission

DATED: 5/10/18



GREG HOOD
Chief Commissioner
Australian Transport Safety Bureau

DATED: 5/10/2018

SCHEDULE 1 - CONTACTS

ATSB: Executive Director Transport Safety
 or
 Chief Operating Officer

TAIC: Chief Investigator of Accidents
 or
 Manager Aviation Investigations
 or
 Manager Surface Investigations