Memorandum of Understanding
between the
Australian Transport Safety Bureau
and the
Australian and International Pilots Association

April 2010
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN & INTERNATIONAL PILOTS ASSOCIATION

AND

THE AUSTRALIAN TRANSPORT SAFETY BUREAU

FOR COOPERATION AND SUPPORT ON AVIATION SAFETY INVESTIGATIONS AND ASSOCIATED MATTERS
MOU BETWEEN AIPA AND THE ATSB

1. PARTIES

1.1 The **Australian and International Pilots Association**: hereafter referred to as the **AIPA**;

AND

1.2 The **Australian Transport Safety Bureau**: hereafter referred to as the **ATSB**.

2 PURPOSE

2.1 The ATSB is an independent Commonwealth Government statutory Agency, governed by a Commission. The ATSB is responsible for facilitating improvements to aviation safety through the conduct of independent, "no-blame" investigations under the *Transport Safety Investigation Act 2003* (TSI Act); analysis of occurrence notifications; conducting research; and through the administration of confidential reporting schemes.

2.2 AIPA is the professional association representing Qantas Group Flight Crew conducting airline transport category operations both within Australia and internationally. AIPA regularly contributes the expertise of flight crew to the Commonwealth Government’s legislative and regulatory development processes. Additionally, the Association contributes resources and expertise to a broad range of local and international initiatives aimed at improving aviation safety.

2.3 Australian flight crew are widely considered to be among the most experienced and respected in the world. AIPA and the ATSB recognise the safety benefit of this resource being formally available to safety investigations.

2.4 The parties recognise that while they each have separate and independent roles in the aviation industry, they jointly acknowledge the benefits that can be achieved for safety through a constructive and cooperative relationship between the two organisations.

2.5 Recognising this shared interest in improving aviation transport safety, the purpose of this MoU is to outline a framework and the principles through which the expertise and resources of both parties can be coordinated. This action would enhance safety outcomes arising from:

(a) investigations under the TSI Act;
(b) the aviation industry’s use of the REPCON confidential reporting scheme; and,
(c) aviation safety education, promotion and research.

2.6 Nothing in this MoU is, of itself, intended to:

(a) create any binding rights, powers, duties, liabilities or obligations of the parties;

(b) waive, fetter, limit or affect the rights, powers, duties, liabilities or obligations of the parties
3. INVESTIGATIONS UNDER THE TSI ACT

3.1 The ATSB agrees to inform AIPA of the existence of Transport Safety Matters that may benefit from the assistance facilitated by this MoU.

3.2 In the interests of enhancing the capacity of an ATSB investigation team to carry out an investigation under the TSI Act, the parties may agree that an AIPA member or a former member who is retired will assist in an investigation. Where either the ATSB or AIPA see the potential benefit of having an AIPA member assist in an investigation because of proven expertise and/or experience in a relevant field, the parties may discuss the viability of an AIPA member’s involvement.

3.3 The final decision as to the AIPA member’s involvement will be made by the ATSB Chief Commissioner.

3.4 If a conflict of interest is known before the AIPA member becomes involved, he or she must declare that conflict to the ATSB as soon as the conflict is known. If, during the course of the investigation the AIPA member becomes aware of a conflict of interest, the conflict must be divulged to the ATSB Investigator In Charge (IIC) immediately. The ATSB will consider, in consultation with AIPA, and the member’s employer (if relevant), the means through which the conflict of interest can be managed. Any decision as to continuing involvement will be made by the ATSB Chief Commissioner.

3.5 If a decision is made for the AIPA member to assist in the investigation, he or she will be required to sign an agreement with the ATSB acknowledging their rights and duties, appropriate to the circumstances. The AIPA member will be under the direction of the ATSB IIC. He or she will be given access to evidence to the extent necessary to enable the ATSB to effectively complete the investigation.

3.6 Dependent on the level of assistance provided, to the extent appropriate, and as agreed between the parties for each investigation, the ATSB will acknowledge AIPA in the final report and other publicly released documentation.

3.7 The ATSB and AIPA may agree that the ATSB will meet the costs associated with the AIPA member providing assistance that relate to travel, food, accommodation and other out of pocket expenses directly related to the investigation.

3.8 If active involvement in an investigation requires the AIPA member to spend more than a reasonable amount of time (i.e. two weeks full time - but dependent on the circumstances) away from their normal employment then the parties will discuss the ATSB paying the AIPA member a fee for their involvement. This may be an amount included in an agreement signed to contract the AIPA member for their services or will otherwise be in accordance with regulation 5.6 of the Transport Safety Investigation Regulations 2003.
3.9 The ATSB will raise any need to consider payment of a fee with AIPA as soon as they are aware that the potential length of the AIPA member’s involvement in the investigation is likely to exceed the reasonable length of time indicated in section 3.8 above.

3.10 Resources permitting, the ATSB will seek to make places available for AIPA members with identified expertise, in training programs run by the ATSB on aspects of accident investigation.

4 REPCON CONFIDENTIAL REPORTING SCHEME

4.1 REPCON provides for the confidential reporting of aviation safety concerns and uses information from the reports to identify unsafe procedures, practices or conditions in order to prevent or lessen the likelihood of future aviation accidents and incidents. The REPCON scheme is administered by the ATSB under the Air Navigation (Confidential Reporting) Scheme Regulations 2006. AIPA presently provides one of its members to serve on a committee which assists the REPCON management team with assessing the operation of the scheme in order to improve its effectiveness.

4.2 Both parties affirm their support for working cooperatively to ensure that best use is made of the REPCON scheme by the industry to improve aviation safety while protecting confidentiality of individuals associated with reports.

5 SAFETY EDUCATION, PROMOTION AND RESEARCH

5.1 Whereas the parties share an interest in education on, promotion of, and research into aviation safety, they agree to, where appropriate and practicable:

(a) seek to develop complementary safety education and promotion programs; and,

(b) promote safety education programs to operational personnel;

(c) encourage and support each other to undertake research into aviation safety related issues.

6 POINTS OF CONTACT

Senior ATSB staff and senior members of AIPA’s Committee of Management will seek to meet at least annually to discuss issues of mutual interest.

6.1 For communication regarding matters concerning this MoU the ATSB will initially direct its enquiries to:
6.2 For communication regarding matters concerning this MoU AIPA will initially direct its enquiries to:

7 DURATION OF AND VARIATIONS TO THIS MOU

7.1 This MoU may be amended by a document signed by or on behalf of each of the parties.

7.2 The Parties will consult on any matters arising from this MoU in order to resolve any issues hindering the effective implementation of the principles articulated by its terms.

7.3 If resolution of an issue impacting this agreement cannot be achieved, either party may terminate this MoU by seven days notice in writing to the other party.

7.4 Authorisation for amendment or termination of the MoU must be signed by the Chief Commissioner of the ATSB and the AIPA President.

8 SIGNATORIES

8.1 Signed and dated this 12th day of April 2010

SIGNED for and on behalf of the Australian and International Pilots Association by

Captain Barry Jackson
President
Australian and International Pilots Association

SIGNED for and on behalf of the Australian Transport Safety Bureau by

Mr Martin Dolan
Chief Commissioner
Australian Transport Safety Bureau