



Australian Government
Australian Transport Safety Bureau



항공·철도사고조사위원회
Aviation & Railway Accident Investigation Board
Republic of Korea

Memorandum of Understanding

between

**the Government of Australia represented by the Australian
Transport Safety Bureau
(ATSB)**

and

**the Government of the Republic of Korea represented by
the Aviation and Railway Accident Investigation Board
(ARAIB)**

on

**Cooperation in relation to transport safety on
Aviation and Rail matters**

1. Recital

Desiring to facilitate cooperation on matters relating to civil aviation and rail transport safety;

Acknowledging the mutual benefit of improved cooperation in relation to transport safety investigations;

the Government of the Republic of Korea represented by the Aviation and Railway Accident Investigation Board (ARAIB) and the Government of Australia represented by the Australian Transport Safety Bureau (ATSB) (together referred to as 'the Participants') have reached the following understanding.

2. Responsibilities of the Participants

- 2.1. The ARAIB undertakes independent, no blame accident investigations throughout the Republic of Korea in respect of aviation and railway accidents and serious incidents in accordance with the Aviation and Railway Accident Investigation Act.
- 2.2. The ATSB is the independent national transport safety agency and accident investigation authority for Australia. Established under the Transport Safety Investigation Act 2003, the ATSB has the function of improving aviation, rail and marine safety by means which include collecting and analysing occurrence data, conducting no blame investigations and raising awareness on safety factors through public education. The ATSB also cooperates with transport industries and transport safety counterparts domestically and internationally.

3. Definitions and interpretation

- 3.1. Unless otherwise expressly provided, nothing in this arrangement is intended to have legal or binding effect or create a legally binding relationship between the Participants.
- 3.2. Unless a contrary intention is stated, the acronyms and terms used in this MOU have the following meanings:

ARAIB	Aviation and Railway Accident Investigation Board.
ATSB	Australian Transport Safety Bureau.
MOU	means this arrangement, being a memorandum of understanding, including any attachments and documents incorporated by reference.
Participant	means the ARAIB or ATSB, and where used in the plural refers to both.

- 3.3. This MOU is to be read in a spirit of cooperation between the two Participants. Unless a contrary intention is stated, this MOU is to be read in conjunction with and is intended to have precedence over any other relevant documentation referred to in this MOU.

4. Areas of cooperation

- 4.1. The Participants jointly decide to cooperate and exchange knowledge in respect of the following areas of cooperation:
- a. providing advice on aviation and rail safety investigations, including but not limited to assistance in the examination and recovery of evidence collected in the course of an investigation;
 - b. sharing transport safety investigation methods, techniques, policies and procedures in support of recognised international standards (including standards and recommended practices mentioned in Annex 13 to the Convention on International Civil Aviation); and
 - c. seeking opportunities to assist each other where practical to do so.
- 4.2. It is the understanding of the Participants that each area of cooperation is subject to operational requirements and resourcing available to each Participant. The Participants acknowledge that a Participant may at any time decline to engage in an area of cooperation due to operational or resourcing limitations.

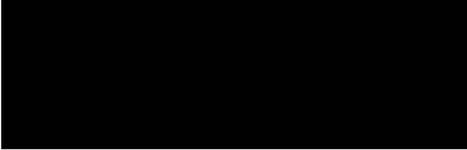
5. Implementation procedures

- 5.1. This MOU establishes the framework for the relationship between the Participants. Implementation procedures relating to specific areas of cooperation may be developed by the participants and will form part of this MOU when jointly decided in accordance with paragraph 5.2.
- 5.2. An implementation procedure is taken to be jointly decided under this MOU if it is signed by the ARAIB Director-General (or their delegate) and the ATSB Chief Commissioner (or their delegate).
- 5.3. An implementation procedure becomes effective from the last date of signing unless otherwise expressly stated in the implementation procedure, and terminates upon the earlier of:
- a. the date specified in that implementation procedure; or
 - b. the termination of this MOU.

- 5.4. The implementation procedures may deal with any subject matter mentioned within the scope of cooperation and incidental matters. Without limiting, this includes arrangements as to confidentiality, cost and financial matters, staffing exchanges and training, and operational matters.

6. Liaison and point of contact

- 6.1. The Participants jointly decide to appoint the following points of contact for the purposes of administration of this arrangement:

For ATSB	For ARAIB
 12 Moore Street Canberra Australian Capital Territory AUSTRALIA	 A-604, 232, Gareum-ro Sejong-si REPUBLIC OF KOREA

- 6.2. The Participants will endeavour to arrange a discussion on matters of mutual interest under this arrangement annually.

7. Information management and exchange

- 7.1. The Participants will exchange information relevant to meeting the objectives of this MOU and any implementation procedures, subject to the applicable domestic legislation (including but not limited to the Transport Safety Investigation Act 2003 and the Privacy Act 1988). A Participant may inform the other Participant of other matters relevant to information that is proposed to be exchanged.
- 7.2. If there has been unauthorised access or disclosure of information that has been exchanged under this MOU, the Participant with knowledge of that unauthorised access or disclosure will notify the other Participant, as soon as reasonably practicable, for the purpose of jointly determining response actions.
- 7.3. This clause 7 survives termination of this MOU.

8. Notices

- 8.1. Any notice between Participants under this MOU will be given in writing to the points of contact nominated by the Participants.

9. Dispute resolution

- 9.1. The Participants will adopt the following process for resolving any dispute between the Participants in respect of this MOU:
- a. in the first instance, the Participants will attempt to resolve the matter between the points of contact nominated by the Participants;
 - b. if not resolved within seven (7) days between the points of contact, the Participants will arrange a further discussion involving more senior levels of management to confer on the matter until such time as the matter is resolved;
 - c. both Participants will act in good faith and in the cooperative spirit of this MOU at all times.
- 9.2. Implementation procedures to this MOU may contain further dispute resolution clauses outlining the method to be used and the persons responsible for resolving the dispute in the first instance. Appropriate provision will be made for escalating the dispute to a higher level of management should the matter not be resolved at a lower level.
- 9.3. The Participants jointly decide that no dispute arising under this MOU or an implementation procedure will be referred to any court, international tribunal or any third party for resolution.

10. Review and variation

- 10.1. The Participants jointly determine to review this MOU and any implementation procedures every three (3) years, or earlier if mutually arranged by the Participants in response to any issues.
- 10.2. This MOU, an implementation procedure or other written instrument in connection with this arrangement may be varied at any time by written joint determination of the Participants.

11. Duration and termination

- 11.1. This MOU commences on the date it has been signed on behalf of the Participants and will remain in effect until terminated in accordance with paragraph 11.3.
- 11.2. The Participants jointly decide that this MOU, on commencement, will supersede and replace any other arrangement between the Participants.
- 11.3. This MOU may be terminated by either Participant by giving at least three (3) months' written notice to the other Participant. The Participants will consult to determine how any outstanding matters should be dealt with.

12. Counterparts

- 12.1. This arrangement may be signed in any number of counterparts, each of which when signed and dated will be an original duplicate, and such counterparts taken together will constitute the same arrangement.

Signatures

Signed for and on behalf of

the Australian Transport Safety Bureau
of the Commonwealth of Australia

Signed for and on behalf of

the Aviation and Railway
Accident Investigation Board
of the Republic of Korea



Angus Mitchell
Chief Commissioner and
Chief Executive Officer



Gihun Kim
Director General

Date: 22nd October 2025

Date: 2025.10.22.