

MEMORANDUM OF UNDERSTANDING
ON COOPERATION AND INFORMATION EXCHANGE
CONCERNING TRANSPORT SAFETY INVESTIGATION
BETWEEN
THE AUSTRALIAN OFFICE IN TAIPEI

AND

THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN AUSTRALIA

The Memorandum of Understanding (MOU) embodies understandings between the Australian Office in Taipei (AO), and the Taipei Economic and Cultural Office (TECO) in Australia (hereinafter referred to as the 'Participants'). The MOU sets out a framework through which the Australian Government Australian Transport Safety Bureau (ATSB) and the Taiwan Transportation Safety Board in Taipei (TTSB), will exchange information, cooperate and collaborate to improve civil aviation, marine and rail transport safety through the investigation of accidents and incidents, safety data research and technical training. The two Participants will cooperate on equal and reciprocal terms.

1. AIMS

- (a) To promote the exchange of information and increased understanding concerning civil aviation, marine and rail transport safety to the benefit of both Participants.
- (b) To set out provisions for cooperation and collaboration in accident prevention, development of safety investigation frameworks, confidential occurrence reporting processes, data analysis and public education.

- (c) To enhance the exchange of information, training and communication between both Participants.

2. COOPERATION AND INFORMATION EXCHANGE ACTIVITIES

The Participants will explore opportunities for cooperation in transport safety activities, including through:

- (a) Involvement in civil aviation investigations conducted by either Participant in accordance with the national laws and applicable policies and procedures of the Participant responsible for the conduct of the investigation, and having regard to Annex 13 to the Convention on International Civil Aviation (Chicago Convention);
- (b) Involvement in marine investigations conducted by either Participant in accordance with the national laws and applicable policies and procedures of the Participant responsible for conduct of the investigation, and having regard to 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 Convention for the Safety of Life at Sea (SOLAS Convention);
- (c) Involvement in rail investigations conducted by either Participant in accordance with the national laws and applicable policies and procedures of a Participant responsible for the conduct of the investigation;
- (d) Sharing transport safety investigation methods and techniques in line with recognised international standards and recommended practices;
- (e) Sharing transport safety research data and analysis;
- (f) Providing forums for discussion to promote the development of effective investigation laws, policies and procedures to address international standards for transport safety investigations;
- (g) Where facilities exist and resources allow, consideration for technical assistance in the examination of evidence in the course of a safety

investigation, including download and analysis of data from onboard recording devices;

- (h) Involvement in training courses hosted by either Participant relating to the enhancement of capabilities and professionalism of transport safety investigators; and
- (i) Seek opportunities to assist each other where practical to do so.

3. FINANCIAL RESPONSIBILITIES

- (a) Each Participant will be responsible, unless otherwise mutually determined, for its own expenses incurred in any cooperation and information exchange activities.
- (b) Each Participant will bear the travel expenses of its own staff during any activities.

4. IMPLEMENTATION

- (a) Bilateral meetings will be held on a needs basis as mutually determined by Participants to:
 - share information;
 - develop and review cooperation and information exchange activities; and
 - discuss transport safety matters of interest to both Participants.
- (b) Participants recognise existing forums can be used, as appropriate and as required, for discussion of transport safety issues covered under this MOU.
- (c) Each Participant will include other agencies as appropriate.
- (d) The Participants will resolve any dispute or disagreement regarding the interpretation or application of this arrangement by peaceful resolution.

5. LIAISON OFFICIALS

Australia

██████████
Manager – International

Australian Transport Safety Bureau

Taiwan

██████████
Managing Director

Taiwan Transportation Safety Board

6. CONFIDENTIALITY

- (a) Information shared between the Participants will be kept confidential by the Participants as a matter of course unless otherwise determined by the Participants.

7. COMING INTO EFFECT

- (a) This MOU will come into effect on the date of signature.

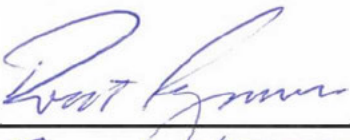
8. REVIEW, AMENDMENT AND TERMINATION

- (a) This MOU embodies the understandings of the Participants, and does not create any legally binding rights or obligations.
- (b) Upon coming into effect, the provisions of this MOU will be jointly reviewed by the Participants after three (3) years from the date of coming into effect.
- (c) This MOU may be amended and supplemented as mutually consented to in writing by both Participants at any time.
- (d) This MOU does not preclude the Participants having additional arrangements concerning transport safety.
- (e) Either Participant may terminate this MOU at any time by giving six (6) months' prior written notice to the other Participant. This MOU will cease to have effect six (6) months after receipt thereof by the other Participant.

Signed at Canberra on 2 April 2024 in the English and Chinese languages. In case of any divergence in meaning, the English text will prevail.

For the Australian Office in Taipei

For the Taipei Economic and Cultural
Office in Australia



Robert Fergusson



Douglas Yu-tien Hsu