



Bureau d'Enquêtes et d'Analyses
pour la sécurité de l'aviation civile



Australian Government
Australian Transport Safety Bureau

Declaration of Intent

Between

The Australian Transport Safety Bureau

And

**The Bureau d'Enquêtes et d'Analyses pour
la sécurité de l'aviation civile**

On

**Co-operation and Assistance relating to
Aircraft Accident and Incident
Investigations**

1. BACKGROUND

- 1.1 The objective enshrined in Annex 13 of the Convention on International Civil Aviation ('the Chicago Convention') recognises that the investigation of aircraft accidents is not for the purpose of apportioning blame or liability, but for the sole purpose of preventing accidents and incidents. To that end, aircraft accident investigation agencies continue to enhance their capabilities and professionalism, desiring to exchange knowledge and experience in relation to civil aviation safety investigation.
- 1.2 Having regard to these mutual interests, and to establish a framework for cooperation in the area of civil aviation safety and the promotion of aviation safety generally, the Australian Transport Safety Bureau (ATSB) and on its behalf the Chief Commissioner and Chief Executive Officer, and the Bureau d'Enquêtes et d'Analyses pour la sécurité de l'aviation civile (BEA) and on its behalf the Director of the BEA, hereinafter individually referred to as a 'Participant' and together referred to as 'the Participants', have entered into the following declaration of intent on cooperation.

2. OBJECTIVE AND AREAS OF COOPERATION

- 2.1 The sole objective of the Participants in entering into this Declaration of Intent on Co-operation and Assistance relating to Aircraft Accident and Incident Investigations ('the Declaration') is the enhancement of civil aviation safety.
- 2.2 The Participants will cooperate in aircraft accident and incident investigation, investigation training, and sharing of information and expertise, consistent with the International Civil Aviation Organization (ICAO) Standards and Recommended Practices (SARPs) of Annex 13 of the Chicago Convention and subject to any differences lodged by either Participant.
- 2.3 The areas of cooperation, including through regular exchange of information, are as follows:
 - (a) Civil aviation accidents or incidents that are being investigated in which one or other Participant has an interest in relation to their State responsibilities (whether or not an Accredited Representative under Annex 13 has been designated to an investigation by a Participant);
 - (b) Organisation, methods and techniques employed in conducting civil aviation safety investigations;
 - (c) Communication and publication of investigation reports, communication with affected families, and media engagement.

- 2.4 Further, each Participant will offer to the other Participant, where appropriate and resource permitting, the use of air safety investigation facilities and equipment. This assistance may extend to include expertise in the fields of air traffic services, engineering, operations, flight recorders, human performance and management organisation.
- 2.5 Each Participant will, where practicable, invite the other Participant's investigators to attend its general and specialized investigation courses and training.
- 2.6 Each Participant will, where practicable, facilitate the attachment of the other Participant's investigators as observers in their investigation of accidents and serious incidents. The Participants consider this would enhance the understanding of each other's investigation requirements and procedures in the spirit of cooperation pursuant to Annex 13 to the Chicago Convention.
- 2.7 Each Participant will, where appropriate and for the benefit of the other Participant, endeavour to facilitate introductions and relations with the accident investigation authorities of other member States to the Chicago Convention that are within a Participant's geographical region.
- 2.8 The Participants mutually intend to maintain regular contact, including through arranging visits or meetings between the Participants with the aim of exchanging experience, skills and technical knowledge.

3. CONFIDENTIALITY

- 3.1 In accordance with Standard 5.26(b) of ICAO Annex 13,¹ which the Participants mutually acknowledge, when a Participant is acting on behalf of the State that has designated an Accredited Representative or when providing technical assistance, it will not disclose, disseminate or distribute to third parties any confidential information, documents or data obtained under this Declaration, having regard to:
 - (a) consulting the other Participant if the confidential information is proposed to be shared with a competent authority as defined in Annex 13;² and
 - (b) seeking the prior consent of the other Participant if the confidential information is proposed to be shared with any other third party.

The Participants may discuss protecting the confidentiality of such confidential information, documents or data even after the termination of this Declaration.

¹ ICAO Annex 13 (July 2024), Standard 5.26 mentions that accredited representatives and their advisers shall not divulge information on the progress and findings of the investigation without the express consent of the State conducting the investigation.

² The Participants observe that a competent authority is intended to include judicial inquiries.

- 3.2 Each Participant acknowledges that each State has its own legal framework governing the protection and disclosure of investigation-related information, and the implementation of Standard 5.26(b) of ICAO Annex 13. The Participants further acknowledge that a Participant may take into account a balancing assessment which considers the extent to which investigation-related information is able to be protected from blame or liability proceedings before such information is shared with the other Participant.
- 3.3 In accordance with the applicable European³ and French⁴ regulations on one side, and Australian⁵ legislation on the other, the Participants acknowledge the purpose of relevant strict professional and secrecy obligations. Each respective framework applies to a Participant's personnel involved in safety investigations and to their technical advisers, ensuring that information exchanged in the course of an investigation is used solely for their intended safety purpose.
- 3.4 While fully respecting these national legal requirements, the Participants consider that, under the principles of ICAO Annex 13 and Standard 5.26(b), the exchange of relevant data between accredited investigation authorities is a fundamental element of effective safety investigation cooperation.
- 3.5 The Participants further mutually acknowledge that such exchanges, conducted in a spirit of cooperation having regard to confidentiality requirements in the national legislative frameworks of both Participants, are important to ensure comprehensive investigations, support technical analysis, and promote the timely identification of safety improvements and, where necessary, safety actions.
- 3.6 The Participants acknowledge the importance of involving industry experts, such as aircraft manufacturers or design organisations, in the analysis of shared data to benefit from their technical expertise and to enable them to consider potential safety actions or future improvements. This requirement also extends to technical advisers when acting as technical advisers to the Participants. Where a Participant proposes to involve an industry expert in the other Participant's investigation, such involvement will be consulted and jointly determined in advance. The industry expert will be requested to acknowledge the confidential nature of any information shared and use solely for safety purposes.
- 3.7 Measures dealing with the confidential treatment and handling of investigation-related information may be specified by the Investigator-in-Charge (IIC) for each safety investigation. The Participants recognise the importance of such measures having regard to the matters set out above.

³ Article 14.3 and 15.1 of European Regulation (EU) No 996/2010 of 20 October 2010.

⁴ Article L1621-16 of the French Transport Code.

⁵ Part 6 of the Transport Safety Investigation Act 2003 (Commonwealth).

4. FINANCIAL MATTERS

- 4.1 Unless otherwise determined, each Participant should bear its own cost for cooperation under this Declaration.
- 4.2 In the case where a Participant (the requesting Participant) is requesting the participation of the other Participant (the requested Participant) in an investigation, and the request is outside the situation where the requested Participant would normally designate an accredited representative, the requested Participant will participate where practicable and the reasonable travel and subsistence expenses of participating personnel may be negotiated between the Participants.

5. POINTS OF CONTACT

- 5.1 The details of the points of contact of ATSB and BEA for the cooperation under this Declaration are detailed in the Appendix. The Participants may update the contact details by notification to each other, in the event of a change of personnel, without the need to re-sign this Declaration.

6. COMMENCEMENT AND MODIFICATION

- 6.1 This Declaration commences on the date of the final signature of the Participants. Upon commencement, the Declaration supersedes and replaces each similar document between the Participants.
- 6.2 The Participants may review this Declaration to jointly determine the development and inclusion of additional areas of cooperation and to widen or to clarify the scope of this Declaration.
- 6.3 This Declaration may be amended at any time by mutual consent of the Participants, in writing, through an exchange of correspondence between the Chief Commissioner of the ATSB and the Director of the BEA, as delegated to the points of contact between the Participants.
- 6.4 The Declaration may be terminated by either Participant by giving at least three (3) months' written notice to the other Participant. In the event of termination, the Participants will consult to determine how any outstanding matters should be dealt with.

7. LEGAL EFFECT AND DISPUTE RESOLUTION

- 7.1 This Declaration constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either Participant. The Participants will endeavour to promote and achieve the mutually shared objectives of this Declaration.

- 7.2 The Participants jointly determine that no dispute arising under this Declaration will be referred to any court, international tribunal or any third party for resolution. The Participants jointly decide that any dispute will be resolved, in the first instance, between the points of contact or more senior levels of management, with a view to acting in good faith and cooperation at all times.

8. COUNTERPARTS

- 8.1 This Declaration 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 document.

SIGNATURES

Signed in Paris in the English language on 7 September 2026

Signed for and on behalf of:

the Australian Transport Safety Bureau



.....
Mr. Angus MITCHELL
Chief Commissioner and
Chief Executive Officer

Signed for and on behalf of:

the Bureau d'Enquêtes et d'Analyses
pour la sécurité de l'aviation civile



.....
Mr. Pierre-Yves HUERRE
Director

APPENDIX

COORDINATION AND FOCAL POINTS FOR COOPERATION

The contact person in ATSB for the Declaration:



Australian Transport Safety Bureau
12 Moore Street
GPO Box 321
Canberra ACT 2601
Australia

Website: www.atsb.gov.au

Office Tel:

E-mail:



The contact person in BEA for the Declaration:



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10 rue de Paris
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France

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