

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN TRANSPORT SAFETY  
BUREAU

AND

THE AUSTRALIAN FEDERATION OF AIR  
PILOTS

## **1 PARTIES**

### **1.1 The Australian Transport Safety Bureau: hereafter referred to as the ATSB;**

The ATSB is an independent statutory agency of the Australian Government. The ATSB's purpose is to improve the safety of aviation, rail and marine transport through independent investigations of transport accidents and other safety occurrences under the *Transport Safety Investigation Act 2003* (TSI Act); data recording, analysis and research; and fostering safety awareness, knowledge and action

AND

### **1.2 The Australian Federation of Air Pilots: hereafter referred to as the AFAP;**

The AFAP is a professional association that represents and promotes the interests of Australian flight crew and champions the highest possible standards of aviation safety for commercial pilots in Australia. It regularly contributes its expertise to the Australian Government's legislative and regulatory development processes. The AFAP is a foundation member of the International Federation of Air Line Pilots' Associations (IFALPA).

## **2 PURPOSE**

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

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

- (a) transport safety education, promotion and research
- (b) facilitating the sharing of safety information
- (b) the transport industry's use of the REPCON confidential reporting scheme
- (c) investigations under the TSI Act.

- 2.3 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 or affect the rights, powers, duties, liabilities or obligations of the parties.

### **3 MEETINGS**

- 3.1 The parties recognise the benefits of remaining in regular contact. They will plan to meet formally to discuss matters related to this MOU.
- 3.2 The parties will consider appropriate and reasonable requests from each other to provide a meeting room for delegations to discuss transport safety matters.

### **4 TRANSPORT SAFETY EDUCATION AND PROMOTION**

- 4.1 Both parties acknowledge the importance of education in improving transport safety. Where there is enhanced safety benefit, both parties will consider the opportunities to collaborate in the development and promotion of safety education material.
- 4.2 The ATSB encourages the AFAP and its members to put forward proposals to the ATSB to enhance the dissemination of safety information from the ATSB's work products. The AFAP will proactively support the dissemination of ATSB safety information relevant to its members.
- 4.3 The AFAP will promote the ATSB's SafetyWatch priorities relevant to its members.

### **5 MANDATORY REPORTING**

- 5.1 The AFAP will promote to its members their obligations, and their employer's obligations, under the TSI Act for the mandatory reporting of accidents and incidents.

### **6 REPCON CONFIDENTIAL REPORTING SCHEME**

- 6.1 REPCON provides for the confidential reporting of aviation, marine and rail 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 transport accidents and incidents. The REPCON scheme is administered by the ATSB under the Transport Safety Investigation (Voluntary and Confidential Reporting Scheme) Regulation 2012.

- 6.2 Both parties affirm their support for working cooperatively to ensure that best use is made of the REPCON scheme by the industry to improve transport safety while protecting confidentiality of individuals associated with reports. The AFAP will promote the use of REPCON by its members.

## **7 INVESTIGATIONS UNDER THE TSI ACT**

- 7.1 If the AFAP has members with skills and expertise relevant to ATSB investigations, the ATSB may, where it is in the best interests of an investigation, seek subject matter expertise from the individual. The ATSB may access the individual through its Subject Matter Expertise register or through other means when the individual is not listed on the register. While maintaining its independence, the ATSB will liaise, where appropriate, with the AFAP and the individual's employer to determine the skills and expertise that can be provided.
- 7.2 If a member of the AFAP is required by the ATSB to be interviewed for an investigation, consistent with ATSB policy individual will be afforded the opportunity to have a representative present. Where the individual nominates a representative from the AFAP the ATSB will accommodate the AFAP providing appropriate support.

## **8 TRAINING**

- 8.1 The parties will seek to provide each other with information about training opportunities that they are aware would benefit each other in fulfilling the expectations under this MOU.
- 8.2 Subject to operational priorities and available resourcing, the parties will look for opportunities to collaborate to minimise the costs, as is reasonable, for each party to access the training.

## **9 POINTS OF CONTACT**

- 8.1 The ATSB contact for matters concerning this MoU is the Manager, Legal and Governance (see the Schedule of Contacts for contact details).
- 8.2 The AFAP contact for matters concerning this MoU is Joseph Wheeler (see the Schedule of Contacts for contact details).

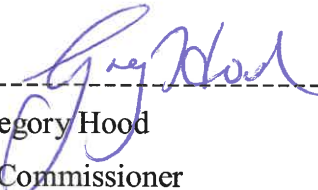
**10 COMMENCEMENT, VARIATION AND TERMINATION OF THE MOU**

- 10.1 This MoU will come into effect upon signing.
- 10.2 The Parties will consult on any matters arising from the MoU to resolve any issues.
- 10.3 Either party may terminate this MoU by seven days' notice in writing to the other party.

**11 SIGNATORIES**


- 11.1 Signed and dated

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

  
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Mr Gregory Hood  
Chief Commissioner

Australian Transport Safety Bureau

SIGNED for and on behalf of the  
Australian Federation of Air Pilots by

  
-----  
Captain Louise Pole  
President

Australian Federation of Air Pilots

SCHEDULE OF CONTACTS

The Australian Transport Safety Bureau

[REDACTED]

Manager, Legal and Governance

[REDACTED]

[REDACTED]

Australian Federation of Air Pilots

Joseph Wheeler

Aviation Legal Counsel

[REDACTED]

[REDACTED]