



## MEMORANDUM OF UNDERSTANDING

between

### **AAIC - Kosovo**

(Aeronautical Accident and Incident Investigation Commission  
Office of the Prime Minister)

and

### **AIA - Croatia**

(Air, Maritime and Railway Traffic Accident Investigation Agency)

on

## **CO-OPERATION RELATING TO AIRCRAFT AND RAILWAY ACCIDENT AND INCIDENT INVESTIGATIONS**

December, 2016.

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## PREAMBLE

Air, Maritime and Railway Traffic Accident Investigation Agency (AIA - Croatia) and Aeronautical Accident and Incident Investigations Commission, Office of the Prime Minister (AAIIC – Kosovo) hereinafter referred to collectively as "the Parties", or individually as "the Party" or "each Party";

*Reaffirming* the objectives enshrined in Annex 13 to the Convention on International Civil Aviation ("the Chicago Convention") that the sole objective of the investigation of an aircraft accident or incident shall be the prevention of accidents and incidents and that it is not the purpose of the investigation activity to apportion blame or provide a means of determining liability;

*Reaffirming* the objectives enshrined in Article 19.4 of the Railway safety directive 2004/49/EC that the investigation shall in no case be concerned with apportioning blame or liability;

*Committed* to enhancing the capabilities and professionalism of their respective aircraft and railway accident investigators;

*Desiring* to share expertise and experience relating to aviation and railway investigation;

*Recognizing* their common interest in establishing a lasting framework for cooperation in the area of aviation and railway investigation.

**Have reached the following arrangement:**

### **Objective and Areas of Cooperation**

#### **Article 1**

- (1) The sole objective of both Parties in entering into this Memorandum of Understanding (MoU) is the enhancement of aviation and railway safety.
- (2) The Parties will cooperate in:
  - Investigation of aircraft accidents and serious incidents, investigation training and sharing of information and expertise, consistent with the Standards and Recommended Practices of Annex 13 to the Chicago Convention;
  - Investigation of serious railway accidents and railway incidents, investigation training and sharing of information and expertise, consistent with the provisions of the Railway Safety Directive 2004/49/EC;
- (3) The Parties will develop a regular exchange of information in the following areas:
  - Civil aviation accidents or serious incidents in which one or other of the Parties has a particular interest, without necessarily designating an accredited representative;
  - Serious railway accidents, railway accidents or incidents in which one or other of the Parties has a particular interest, without necessarily designating an accredited representative;
  - The organization, methods and techniques employed in conducting investigations;
  - Communication (publication of reports, communication with the families and with a media).

(4) Each Party will, subject to the laws, rules, regulations, procedure and national policies from time to time in force governing the subject matter in their respective countries, cooperate in investigations as specified in Article 1 (2) above, investigation training and sharing of information and expertise, consistent with the Standards and Recommended Practices contained in Annex 13 to the Chicago Convention and in Railway Safety Directive 2004/49/EC. The areas of cooperation are as follows:

- Each Party will offer assistance and the use of air and railway safety investigation manpower, facilities and equipment to the other Party as it deems appropriate and as resources permit. Such assistance may include expertise in the fields of air traffic services, engineering, operations, flight recorders, event recorders, VDRs, human performance and management organization;

- Each Party may invite the other Party's investigators to participate or assist in its investigation processes;

- The Parties will undertake appropriate steps, subject to the availability of resources, to positively answer all requests for assistance from the other Party;

- Each Party will invite the other Party's investigators to attend general and specialist investigation courses and undergo training courses and on-job trainings which it conducts, where applicable and if suitable;

- Each Party will, to the extent permitted by its laws and regulations, facilitate the attachment of the other Party's investigators as observers to its investigation as specified in Article 1(2) above, with a view to enhancing the other Party understanding of its investigation requirements and procedures. This will serve to develop effective cooperation between the Parties in any investigation it conducts pursuant to Annex 13 involving an aircraft of which the other Party is the State of Registry, State of the Operator, State of Design or State of Manufacture, as defined in Chapter 1 of Annex 13, and in Railway Safety Directive 2004/49/EC;

- The Parties will maintain regular contact with each other. Each Party may organize visits to or meetings with another Party with the aim of exchanging experiences, skills and technical knowledge, and of identifying in advance, areas of possible assistance or cooperation, in particular the availability of specialized equipment, facilities and trained personnel;

- Each Party will, to the extent permitted by its laws and regulations, endeavor to share with the other Party relevant information about an investigation it is conducting in which the other Party have expressed an interest. This information, consistent with Annex 13 to the Chicago Convention and Railway Safety Directive 2004/49/EC, and will not be released by the other Party without the express consent of the Party conducting the investigation;

(5) Each Party may also request the other Party for know-how and advice in the organization of an investigation, drafting of the report, crisis management and communications.

(6) Further, each Party will provide, free of charge and where practicable and within its facilities, the service of its investigators, and other technical expertise and resources.

## **Confidentiality**

### **Article 2**

- (1) The Party that receives materials from the other Party shall handle such materials according to their confidentiality or property status, within the bounds of the respective laws of the two States.
- (2) Drafts, internal, or working documents that have been transmitted, except when explicitly indicated to the contrary, are to be considered as property/confidential documents and are not to be shared with third parties.
- (3) The Parties will protect the confidentiality even after termination of this MoU.

## **Amendment**

### **Article 3**

- (1) This MoU may be amended in writing at any time by mutual consent of the Parties through a direct Exchange of Notes.
- (2) Any disagreement regarding the interpretation of application of this MoU including all amendments there to will be resolved by consultation between the Parties.

## **Applicable Legislation**

### **Article 4**

- (1) In the implementation of this MoU, the Parties will abide by the applicable legislation in their respective countries.
- (2) Neither Party will require the other Party to abide by the applicable legislation in its own country except as agreed to by the other Party in writing.

## **Implementation and Duration**

### **Article 5**

This MoU will be effective on the date of signing and will remain in effect unless it is terminated by either Party giving sixty days notice in writing to the other Party.

## **Financial Matters**

### **Article 6**

- (1) Unless otherwise agreed, each Party should bear its own costs for the implementation of the matters set out in this MoU.

(2) In the case where the AAIC - Kosovo participation is requested specifically in Croatia under this MoU, the AAIC - Kosovo will participate where practicable and its investigators travel and subsistence expenses will be borne by the AIA - Croatia according to the provisions that are usually applicable to the AAIC - Kosovo 's investigators.

(3) In the case where the AIA - Croatia participation is requested specifically in Kosovo under this MoU, the AIA - Croatia will participate where practicable and its investigators travel and subsistence expenses will be borne by the AAIC - Kosovo according to the provisions that are usually applicable to the AIA's investigators.

## **Non Liability**

### **Article 7**

Each Party will ensure that it will not, under any circumstances, make any demands of or any claims against the other Party for any matter or matters arising or resulting from any assistance which the latter Party has or have rendered to it under this MoU.

## **Coordination and focal points for implementation**

### **Article 8**

(1) The contact person in AIA - Croatia for the implementation of this MoU is:

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(2) The contact person in the AAIC - Kosovo for the implementation of this MoU is:

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## Entry into Effect

### Article 9

This MoU takes effect on the date of signature and it will remain in effect until either of the Parties gives 60 day notice of termination in writing to the other Party.

Signed in duplicate in Pristina (Kosovo) in 14<sup>th</sup> of December 2016.



**Mr. Mirsim Beqiri**  
AAIC Chairman  
Aeronautical Accident and  
Incident Investigation  
Commission  
Office of the Prime Minister  
REPUBLIC OF KOSOVO



**Ms. Anita Koprivnjak**  
AIA Director  
Air, Maritime and Railway  
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