



**Seventh ATS Coordination Meeting of Bay of Bengal, Arabian Sea
and Indian Ocean Region (BOBASIO/7)
New Delhi, India, 18 - 19 September 2017**

AGENDA ITEM 6: ATM Coordination (Airspace Restructuring, AIDC Implementation, AIS, ATM Contingency Plan- Level 1 and Level 2 and SAR Agreements)

**SEARCH AND RESCUE AGREEMENTS WITH NEIGHBOURING STATES
AND
LETTERS OF AGREEMENT FOR OPERATIONAL MATTERS BETWEEN
SAR SERVICE PROVIDERS**

(Presented by India)

SUMMARY

This paper presents the need for establishment of Search and Rescue agreements with the neighbouring States and the establishment of Letter of Agreement/Arrangement on Operational matters between Search and Rescue Service Providers of neighbouring States.

1. INTRODUCTION

1.1 There has been a traffic growth centred at Asia Pacific Region resulting in large number of aircraft movements primarily from east to west direction and vice-versa. Though the need for Search and Rescue services agreements had always been necessary for seamless cross-border transit of search assets engaged in SAR activity, there had not been an expected achievement in establishing such agreements.

1.2 The need of agreements with neighbouring countries for cooperation on SAR services under the provisions of the Standards and Recommended Practices is contained in Annex. 12. The incident of missing MH370 further reiterate the importance and essential aspects of agreement between the States.

2. DISCUSSION

India's SAR Initiatives

2.1 India has four Rescue Coordination Centres at Delhi, Mumbai, Kolkata and Chennai and one Rescue Coordination Sub-centre at Guwahati.

2.2 India is sharing FIR boundaries with:

- Nepal and Bhutan over land area;
- Pakistan, Bangladesh and Myanmar over land and oceanic area; and
- Indonesia, Malaysia, Maldives, Mauritius, Oman, Seychelles, Somalia, Sri Lanka, and Yemen over oceanic area.

2.3 India had taken an initiative to achieve the required cooperation in the region on Letters of Agreement with its neighbouring States by presenting a draft LoA template in the Third Meeting of BOBASIO at Kolkata in September 2014.

2.4 A further simplified version of the initial draft by incorporating new amendments was presented by India to the Third Meeting of Asia Pacific Search and Rescue Task Force Meeting at Maldives in January 2015.

2.5 There has been significant progress on the matter of LoA with Sri Lanka and Bangladesh along with some progress with Nepal as well.

2.5.1 The Government of India has forwarded Indian Proposal for agreement on Search and Rescue to Government of Sri Lanka.

2.5.2 The proposal for agreement on Search and Rescue with Bangladesh is in the final stage of being forwarded by the Government of India to Government of Bangladesh.

2.5.3 The initial draft LoA forwarded by AAI to Nepal is being processed by MOCTCA, Nepal and needs to be formalized at the earliest.

2.6 It is observed that perhaps due to different administrative set-ups to deal with SAR activities in the neighbouring countries for the purpose of Search & Rescue and the complexity for consolidating the procedures involving all SAR agencies may be the cause for delay in SAR Agreements.

2.7 In the fourth and concluding meeting of the Asia/Pacific Regional Search and Rescue Task Force meeting held in July 2015, it was discussed that a SAR agreement can be in the form of ‘Letter of Agreement’ (LOA) or a Memorandum of Understanding or other acceptable term indicating a lower form of arrangement for operational matters between SAR service providers (such as RCCs and/or RSCs) or a more formal agreement for arrangements between governments concerned.

2.8 In line with the discussions at APSARTF/4 meeting and draft Asia Pacific Search and Rescue Plan, with a view to make gains in small steps commencing with measures that are more easily achievable in the short term and have a minimal cost, progressing to measures which will take longer to implement over the medium to long term India presented a draft Letter of Agreement on the Coordination/Co-operation between RCCs/RSCs in the Fifth ATS Coordination Meeting of Bay of Bengal, Arabian Sea and Indian Ocean Region (BOBASIO/5) in September 2015.

2.9 The two draft templates on the Search and Rescue Agreements with Neighbouring States (Annexure A) and Letters of Agreement for Operational Matters between SAR Service Providers (Annexure B) are attached to this paper.

2.10 India invites its SAR neighbours to review and take initiatives to formalise on mutually agreed basis the draft Letters of Agreement between neighbouring States and on Co-operation between RCCs/RSCs (Attached as Annexures to this paper).

3. ACTION BY THE MEETING.

3.1 The meeting is invited to:

- a) note the information contained in this paper;
- b) review the draft Letter of Agreement (enclosed as **Annexure ‘A’**) for the cooperation of SAR services with India for Indian FIRs in accordance with the broad areas mentioned in 2.6 and in the spirit of Annex 12;
- c) review the draft Letter of Agreement (enclosed as **Annexure ‘B’**) for the coordination/co-operation on operational matters of SAR services with India; and
- d) take initiatives to formalise the Letters of Agreement on mutually agreed basis.

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Annexure - A

LETTER OF AGREEMENT

BETWEEN

THE GOVERNMENT OF _____

AND

THE GOVERNMENT OF INDIA

FOR

THE CO-OPERATION

ON

SEARCH AND RESCUE SERVICES

Agreement between the *Government of _____* and the *Government of India* for the Co-operation on Search and Rescue Services.

The *Government of _____* and the *Government of India* (hereinafter referred as the Parties)

Recognizing the importance of co-operation in aeronautical search and rescue and the need to ensure expeditious and effective search and rescue services; and

Noting the relevant provisions of the Standards and Recommended Practices contained in Annex 12 to the Convention on International Civil Aviation 1944, subject to the legislation of each party, have made the following Agreement:

1. DEFINITIONS AND ACRONYMS

For the purposes of this Agreement, an aircraft is considered to be in distress if the aircraft and its occupants are facing, or presumed to be facing, serious and/or imminent danger for which they require immediate assistance.

The following definitions shall apply:

- i. **Search and Rescue (SAR):** The International Acronym SAR covers all responsibility, activities or means used in the search and rescue of aircraft in distress.
- ii. **Search and Rescue Region (SRR):** An area with defined dimensions, associated with a rescue co-ordination centre, within which Search and Rescue Services are provided.
- iii. **Rescue Co-ordination Centre (RCC) :** A unit responsible for promoting efficient organization of Search and Rescue services and for co-ordinating the conduct of Search and Rescue operations within a Search and Rescue Region ;
- iv. **Rescue Sub-Centre (RSC) :** A unit subordinate to a Rescue Co-ordination Centre established to complement the latter according to particular provisions of the responsible authorities;
- v. **Search and Rescue Unit (SRU):** A mobile resource composed of trained personnel and provided with equipment suitable for the expeditious conduct of search and rescue operations.

- vi. **Alerting Post:** Any facility intended to serve as an intermediary between a person reporting an emergency and a rescue coordination centre or rescue sub-centre.

Note: In India, the unit associated with the rescue coordination in civil aviation organisation is referred as RCC and unit associated with the rescue coordination in the maritime organisation is referred as Maritime Rescue Coordination Centre (MRCC).

2. IMPLEMENTING AGENCIES/SCOPE OF CO-OPERATION/PREPAREDNESS.

The **Civil Aviation Authority of _____** under the Ministry of Civil Aviation and Tourism of the Government of the People Republic of _____ is the National Search and Rescue (SAR) agency and the **Airports Authority of India under the Ministry of Civil Aviation, Government of India** is the National Aeronautical Search and Rescue (SAR) co-ordinating agency, which will implement this agreement.

For _____: RCC _____

Contact details: _____

And details of Sub RCC wherever applicable

For India: RCC Chennai/Delhi/Kolkata/Mumbai (as applicable) & RSC, Guwahati (as applicable).

Contact details: _____

3. Both parties, through their respective RCC/RSC will:
- 3.1 Promptly and regularly exchange Search and Rescue (SAR) information concerning an actual distress or a potential distress situation;
 - 3.2 Assist each other, to the extent possible, in the conduct of SAR missions in their respective Search and Rescue Regions (SRRs) and across their common SRR boundaries;
 - 3.3 Take appropriate measures for the entry of one's SAR units into other's SRR and for the use of the facilities in other's SRR, while engaged on a SAR mission.
 - 3.4 Exchange information as per agreed periodicity on current SAR resources available to ensure mutual knowledge of each other's SAR capabilities.
 - 3.5 Conduct communication checks with each other as per agreed periodicity/procedure to ensure the efficiency and effectiveness of SAR communications link.
 - 3.6 Conduct periodic Joint SAR exercise to test their ability to conduct a SAR response across their common SRR region boundary;
 - 3.7 Without prejudicing the ownership of intellectual property and copyright, exchange SAR operational and procedural manuals with ongoing amendments, and from documents, to develop procedures and practices as nearly common as possible.

4. SEARCH AND RESCUE REGIONS

- 4.1 For the purpose of this agreement, the SRR for _____ concerns the territory of the *People's Republic of _____* including territorial waters as well as areas over high seas (as applicable) encompassed by _____ FIR (as applicable).
- 4.2 For the purpose of this agreement the SRR for India concerns the territory of the Republic of India including territorial waters as well as areas over high seas encompassed by Chennai/Delhi/Kolkata/Mumbai (as applicable) FIR.

Note: - To ensure effective conduct of SAR operations, Rescue Sub Centre (RSC), Guwahati, during the period of its watch, will exercise direct and effective coordination, within the Guwahati Rescue Sub Region, which concerns part of the territory of the Republic of India, encompassed within the Kolkata FIR (if applicable).

- 4.3 For SAR over the Oceanic Airspace, the respective RCCs shall coordinate by providing details of the missing/affected aircraft with the agencies responsible for providing Search & rescue over the oceanic airspace in their territory. In India SAR over the oceanic airspace is provided by Indian Coast Guard and in [REDACTED] SAR over the oceanic airspace is provided by [REDACTED]. The Procedures as established between both the agencies, providing SAR over sea, shall be followed.

5. STANDARD OPERATING PROCEDURES FOR THE RESCUE CO-ORDINATION CENTRES

The following procedures will be followed:

5.1 Determination of Responsible RCC/RSC.

5.1.1 The responsibility for initiating all subsequent SAR action rests with the RCC and the RSC. The RCC/RSC responsible for SAR action will be determined as follows:

5.1.1.1 When the position of the aircraft needing assistance in distress is known, action will be initiated by RCC/RSC in whose SRR the aircraft is located and this RCC/RSC will remain the responsible RCC/RSC.

5.1.1.2 When the position of the aircraft is unknown, SAR action will be initiated by -
RCC/RSC which first becomes aware that the aircraft may need assistance.

The RCC/RSC initiating a SAR operation will remain in charge of the mission until the responsible RCC/RSC takes over. The responsible RCC/RSC will be either:

- The RCC/RSC into whose SRR the aircraft was operating when the last contact was made; or
- The RCC/RSC into whose SRR the aircraft was proceeding if the last contact was made on the common SRR boundary.

5.2 Transferring Overall Co-ordination Responsibility or responsibility for the part of a SAR mission

5.2.1 When a transfer of responsibility for overall SAR co-ordination is proposed, either from the subsequent establishment of the aircraft's position or movement, or because an RCC/RSC other than the one initiating the action is more favourably placed to assume control of the mission by reason of better communications, proximity to the search area,

more readily available SAR units or facilities, or any other reason, the following procedures will be adopted:

- 5.2.1.1 Direct discussions or communications will be conducted between the RCC/RSC concerned, to agree on the best course of action.
- 5.2.1.2 If it is decided that a transfer of responsibility is appropriate for the whole mission, full details of the previous action taken will be exchanged.
- 5.2.1.3 The initiating RCC/RSC will retain responsibility until the accepting RCC/RSC formally advises the initiating RCC/RSC that it has assumed responsibility for overall SAR co-ordination.
- 5.2.1.4 The same procedure will be followed where the responsible RCC/RSC wishes to transfer responsibility for part of the SAR mission to the other RCC/RSC.

5.3 Entry procedure for SAR units

- 5.3.1 Each Party will recognize the established interest of the other Party whose aircraft is the subject of, or participating in a SAR mission. Either Party will be notified without delay about any SAR mission by SAR units of the other Party into its search and rescue region to render assistance.
- 5.3.2 If it becomes necessary for an RCC/RSC to deploy SAR units into the SRR of the other Party, the RCC/RSC will deploy such units for the mission without delay as per the mutually established procedure. Simultaneously the adjacent RCC/RSC will be advised by Situation Reports (SITREPs) in accordance with Appendix I, Volume II of International Aeronautical and Maritime Search and Rescue Manual (IAMSAR), ICAO Doc 9731-AN/958.
- 5.3.3 The counterpart RCC/RSC will, on receipt, send an acknowledgement to the initiating RCC/RSC and indicate the conditions, if any, under which the intended mission is to be undertaken. All practicable assistance will be rendered to enable the SAR mission to be carried out successfully.

5.4 Liaison during the SAR Mission

During the course of a SAR mission, the RCC/RSC concerned will maintain close liaison in order to ensure the smooth and successful execution of the SAR mission. The RCC/RSC responsible for overall SAR co-ordination will keep the other RCC/RSC informed at regular intervals of the number of SAR units involved in the mission, areas

to be searched, actions taken to date, on the decision to suspend or terminate the SAR mission. This notification will take the form of situation report (SITREPs) on a regular basis. Direct discussion between the RCC/RSC should be undertaken whenever necessary.

6. USE OF OTHER PARTY'S FACILITIES BY SAR UNITS

- 6.1 SAR units assigned by the RCC/RSC of the one Party to the other Party which is responsible for overall co-ordination of the SAR mission will be placed under the direction of the relevant RCC/RSC for the period of their state. As far as direct communications are possible, the responsible RCC/RSC will send directly to the SAR unit all instructions and information relative to the operation and the mission requested. The SAR unit will report directly to the responsible RCC/RSC.
- 6.2 The RCC/RSC of the Party requesting assistance in the form of SAR units or facilities of the other Party will provide all pertinent details of the type and scope of the assistance or facilities required.
- 6.3 A SAR unit of a Party participating in a SAR operation co-ordinated by the RCC/RSC of the other Party will be authorized to call into appropriate aerodromes of this last Party. The RCC/RSC of this Party will make necessary arrangements including assistance with logistical support, with public services and other bodies to facilitate this call and will transmit any useful information to the unit involved.

7. SAR OPERATIONAL EXPENSES

Each [participant/signatory] will fund its own activities in relation to this agreement unless otherwise arranged by the participants in advance, and will not allow a matter of reimbursement of cost among themselves to delay response to any person in danger or distress.

8. RECOVERY OF SUPPLIES AND EQUIPMENT

Recovery of re-useable supplies and survival equipment will be arranged between respective RCC/RSC. When practicable, recovered items will be returned to their owners unless other arrangements for their disposal are mutually determined in specific instances.

9. Authorisation to establish separate coordination procedures between **Civil Aviation Authority of _____ ()** and Ministry of Civil Aviation/Airports Authority of India (AAI) as applicable.

10. AMENDMENTS

This Agreement may be amended by mutual consent of the Parties by exchange of letters.

11. SETTLEMENTS OF DISPUTES

Any dispute between the Parties arising out of the interpretation or implementation of this agreement shall be settled amicably between the Parties.

12. ENTRY INTO FORCE

This agreement will come into effect on signature of both the Parties.

13. TERMINATION

Either Party, upon giving the other Party ninety (90) days' notice in writing may terminate this Agreement at any time.

Done at _____ on _____ in two originals in English language.

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Secretary,

Ministry of Civil Aviation,

For the Government of India.

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Annexure - B

LETTER OF AGREEMENT

BETWEEN

RESCUE COORDINATION CENTRE _____

AND

RESCUE COORDINATION CENTRE _____

FOR

THE COORDINATION/CO-OPERATION

ON

SEARCH AND RESCUE SERVICES

AGREEMENT ON COORDINATION/CO-OPERATION BETWEEN

[Name of SAR Service Provider/RCC] RCC and [Name of SAR Service Provider/RCC] RCC

1. PREAMBLE

The authorized representatives of [Name of SAR Service Provider/RCC] and [Name of SAR Service Provider/RCC] agree that the procedures contained in this document shall remain in force from the effective date specified until either amended or cancelled.

2. EFFECTIVE DATE

The provisions in this Agreement shall become effective on at 0001 UTC.

3. OBJECTIVE

The objective of this Agreement is to specify co-ordination procedures between [Name of RCC] and [Name of RCC]

4. SCOPE

- a) Knowing the importance of co-operation in search and rescue (SAR), and of the provision of expeditious and effective SAR services;
- b) desiring to support the provisions of the Convention on International Civil Aviation of the International Civil Aviation Organization (ICAO) and/or International Convention on Maritime Search and Rescue of the International Maritime Organization (IMO); and
- c) seeking to provide an overall plan for SAR co-ordination, use of available resources, mutual assistance, and efforts to improve SAR services;
- d) the Parties have agreed as follows in para 5, 6, 7, 8 and 9.

5. EXTENT OF ASSISTANCE

5.1 The Parties agree to co-operate in the following areas:

- a) make, and respond to, requests for operational assistance between the designated rescue co-ordination centres (RCCs) [*rescue sub-centres (RSCs); as applicable*] of the Parties as capabilities allow;
- b) develop procedures and communications appropriate for co-ordination between the RCCs [*RSCs; as applicable*] of the parties;

- c) normally apply the guidance of the International Aeronautical and Maritime SAR Manuals regarding SAR operational procedures and communications;
- d) work to establish agreed procedures, which concern saving lives, regarding entry of various types of SAR facilities into the SRR of the other RCC/Party, solely for a search or a rescue operation; and
- e) enter into other collaborative SAR efforts which may include:
 - i. mutual visits by SAR personnel of the RCC;
 - ii. joint training or exercises (Communication or coordination not involving resources);
 - iii. co-operation in development of SAR procedures, techniques, equipment, or facilities;
 - iv. exchange of pertinent SAR or communications, information;
 - v. ongoing co-operation in improving SAR effectiveness; and
 - vi. plan of operation by each RCC/Party

6. SEARCH AND RESCUE REGIONS

6.1 Establishment of SRRs is intended only to effect an understanding concerning where each Party accepts primary responsibility for coordinating or providing SAR services. SRRs of the Parties shall be separated by lines connecting points as follows;

[Appropriate co-ordinate points/graphical presentation describing applicable lines]

7. CONTACT DETAILS

For : RCC _____

Contact details: _____

For India: RCC/RSC Delhi/Mumbai/Kolkata/Chennai/Guwahati (as applicable)

Contact details: _____

8. TERMS OF AGREEMENT

- 8.1 Keep information readily available on availability of any SAR facilities or other resources which may be needed for implementing this Agreement.
- 8.2 Keep each other fully and promptly informed of all SAR operations of mutual interest, or which may involve use of facilities of the other RCC/Party;
- 8.3 RCC(s) to request assistance via the RCC(s) of the other party/SRR, and to provide all pertinent information on the distress situation and the scope of assistance needed;
- 8.4 RCC(s) to promptly respond to a request for assistance from an RCC of the other Party/SRR.
- 8.5 RCC/RSC on having information about the requests made by the State of other RCC/RSC for entry of its SAR facilities (including overflight or landing of SAR aircraft and/or SAR units for circumstances that dictate for fuelling, medical, or as otherwise appropriate) will provide all assistance to help expedite the necessary permissions.

The procedure for entry of SAR facilities shall be followed as published by the respective State.

Note: Normally these procedures are published in GEN 3.6 of AIP of respective countries, if not published/notified then the sub para 8.5 needs to be suitably modified by inclusion of the provisions/references where the procedures for entry of SAR facilities are published by the respective State.

- 8.6 Normally fund its own activities in relation to this Agreement unless otherwise arranged by the Parties in advance. But, in any event, this issue of reimbursement of cost should not delay the response to persons in distress.

9 AMENDMENTS

- 9.1 Any change to this Agreement, including its cancellation or replacement, requires the consent of the Parties/RCC concerned. This applies to the substance of the change as well as to its date of applicability. Any change shall be made either in the context of a meeting between the two Parties/RCCs, or by exchange of correspondence with acknowledgement by all signatories.
- 9.2 Whilst temporary deviations from these procedures may be agreed between the RCC supervisors concerned, as specified in paragraph 10 below, permanent amendments to

this document shall be effective only in the form of a written amendment duly signed by authorized representatives.

10 DEVIATIONS

Deviation from the procedures specified in this Agreement shall only be permitted in exceptional circumstances and not without prior co-ordination on a case-by-case basis.

Authorized Signatories

For: (PARTY A/-----RCC):

For: (PARTY B/-----RCC):