



**EXECUTIVE TECHNICAL COOPERATION
PROGRAMME
(ETCP)**

BETWEEN

**ACCIDENT INVESTIGATION BUREAU
OF NIGERIA**

AND

**BUREAU D'ENQUETES ET D'ANALYSES
POUR LA SECURITE DE L'AVIATION CIVILE
OF FRANCE**

ON

**COOPERATION AND ASSISTANCE IN CIVIL AIRCRAFT ACCIDENT
AND INCIDENT INVESTIGATION**

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PREAMBLE:

EXECUTIVE TECHNICAL COOPERATION PROGRAMME (ETCP) BETWEEN THE ACCIDENT INVESTIGATION BUREAU AND BUREAU D'ENQUETES ET D'ANALYSES POUR LA SECURITE DE L'AVIATION CIVILE, FRANCE ON COOPERATION AND ASSISTANCE IN CIVIL AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATION

THE ACCIDENT INVESTIGATION BUREAU (AIB – NIGERIA), a statutory body having its head office located at the Nnamdi Azikiwe International Airport, Abuja;

AND

THE BUREAU D'ENQUETES ET D'ANALYSES POUR LA SECURITE DE L'AVIATION CIVILE, FRANCE (BEA – FRANCE) having its registered office at 10, rue de Paris Aéroport du Bourget 93352 Le Bourget Cedex, France

Hereinafter collectively referred to as 'the Parties' and in the singular as 'the Party'.

REAFFIRMING the objective enshrined in Annex 13 of 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 to apportion blame or provide a means of determining liability;

RECOGNIZING THE IMPORTANCE AND COMMITTING to enhancing the capabilities and professionalism of their respective Air Safety Investigators;

DESIRING to share expertise and experiences relating to civil aviation safety;

DECLARING their common interest in the establishment and promotion of a sustainable framework for cooperation in the area of civil aviation safety;

PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1

Objective:

The objective of this ETCP is for the Parties to enhance the effectiveness of aviation safety but also not limited to establishing a sustainable framework of cooperation in the area of civil aviation safety.



ARTICLE 2

Areas of Cooperation:

The areas of cooperation are as follows:

- 2.1. The Parties will cooperate in the conduct of aircraft accident and incident investigation, investigation training and sharing of information and expertise, consistent with the Standards and Recommended Practices (SARPs) of Annex 13 to the Chicago Convention;
- 2.2. Each Party will offer assistance and the use of air safety investigation, manpower, facilities, equipment and any other request incidental to fostering the cooperation at the time of the request to the other Party as deemed appropriate and as resources may permit. Such assistance may include but not limited to expertise in the fields of Engineering, Operations, Flight Recorders, Human Capacity Development, Management Organization, Aviation Security and Safety;
- 2.3. Each Party will, where practicable, invite the other Party's investigators to attend its general and specialist investigation courses and training;
- 2.4. 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 of aircraft accidents and incidents, with a view to enhancing the other Party's understanding of its investigation requirements and procedures. This request will serve to develop effective cooperation between the Parties in any investigation of aircraft accidents or incidents it conducts pursuant to Annex 13 to the Chicago Convention involving an aircraft of which the State of the other Party is the State of Registry, State of the Operator, State of Design or State of Manufacture;
- 2.5. The Parties will maintain regular contact and each Party may organise visits to or meetings with the other Party with the aim of exchanging experiences, skills and technical knowledge, Organization, methods and techniques used in the conduct of investigation, Publication of Reports, studies or press release where appropriate;
- 2.6. Each Party will, to the extent permitted by its Laws and Regulations; endeavour to share with the other Party relevant information about an investigation it is conducting in which the other Party has expressed an interest. This information, consistent with Annex 13, will not be released by the other Party without the express consent of the Party conducting the investigation;
- 2.7. When the need arises to repair a printed circuit board to retrieve data / recording from a damaged recorder, each Party will, as resources permit, share expertise and equipment of their facilities to recover the data / recording and share the acquired experience with the other Party;
- 2.8. The Parties may develop additional areas of cooperation (in an Addendum which shall form an integral part of this Cooperation) to widen the scope of this ETCP.



ARTICLE 3

Confidentiality:

Neither Party will disclose, release or distribute to any third Party Confidential Information, documents or data obtained pursuant to this ETCP, without the prior written consent of the other Party. The Parties will protect the confidentiality even after termination of this ETCP.

The Party (receiving Party) that receives materials and information from the other Party (communicating Party) will handle it according to the rules of confidentiality and property of the communicating Party. The receiving Party will not use the material and information received for other purposes than the safety investigation, and will not release it to other party when the intended use is other than the safety investigation, except if the communicating Party explicitly allows such use or such release in writing.

ARTICLE 4

Assignments of Assistance:

The Parties will assist each other in the conduct of investigations, if necessary:

- 4.1. Through the use of the other Parties facilities and equipment;
- 4.2. By the prompt dispatch of investigators or;
- 4.3. The conduct of specific work, when it appears useful and to the extent of the Parties' means available at the time of the request;
- 4.4. The Parties will consult each other from time to time and each party may seek the opinion and advise of the other Party in furtherance of this cooperation.

ARTICLE 5

Capacity Development:

The Parties will exchange their respective expertise and experiences in the field of civil aviation accidents and incidents investigation as follows:

- 5.1. Organisation of visits or regular meetings for the investigators of the other Party, with the aim of exchanging experience and technical knowledge;
- 5.2. Sharing information about training programs and their schedules;
- 5.3. In – site follow-up of investigative acts during an investigation conducted by the other Party in respect of a State of Occurrence;
- 5.4. Providing statistics on accidents and incidents relevant to the Parties;
- 5.5. Discussion on any problem that may arise regarding activities in the field of aviation safety in terms of SARPs;
- 5.6. Discussion on the development of Regulations and Operational manuals for the civil accident and incident investigation;
- 5.7. Facilitation of relations with third countries of which one of the other Party has a better knowledge or is closer geographically.



ARTICLE 6

Financial Matters:

When requested by the other Party, each Party will, as resources permit, provide the services of a team of its investigators (including flight recorder specialists and other technical and forensic resource persons) to the requesting Party to be members of the requesting Party's investigation team in its conduct of an investigation at no charge, provided that the necessary expenses for the travel, transport, subsistence and accommodation of the investigators of the Party providing the services will be borne by the requesting Party.

ARTICLE 7

Amendment:

- 7.1. This ETCP may be amended at any time by mutual consent of the Parties in writing. Such amendments shall constitute an integral part of this ETCP and shall come into force upon execution by the Parties;
- 7.2. Any Party who wishes to review the ETCP shall do so by giving the other Party, three (3) months written notice of its intention to do so.

ARTICLE 8

Commencement, Duration and Termination:

- 8.1. This ETCP will come into effect on the date of signing and will remain in effect for a period of five (5) years;
- 8.2. This ETCP shall be terminated by either Party giving three month's notice of intention to terminate in writing to the other Party;
- 8.3. The Parties may, by mutual agreement, provide for the continuance of any arrangement entered into but not fully performed prior to the termination of this ETCP;
- 8.4. Notwithstanding the provision of Clause 8.1., the Parties may consider the written request of the other Party and renew the duration for such further period as the parties may deem appropriate for the attainment of the objective of the ETCP.

ARTICLE 9

Legal Effect:

This ETCP constitutes an expression of mutual good faith. It is not intended to create legally binding obligations on either Party and shall endeavour to promote and achieve the objective of the ETCP.

ARTICLE 10

Settlement of Disputes:

Any dispute arising from the interpretation or implementation of this ETCP shall be settled amicably through consultations or negotiations between the Parties.



ARTICLE 11

Coordination and focal points for implementation:

11.1. The **Coordination and focal points** responsible for the implementation of this ETCP are:

11.2. **For the Accident Investigation Bureau (AIB-NIGERIA):**

Engr. Akin Olateru (M.SC., CMILT, FRAES)

Commissioner/CEO of Accident Investigation Bureau of Nigeria

P.M.B 016, Murtala Muhammed International Airport

Ikeja, Lagos State, Nigeria

Mobile: +234 8077090900

Email: commissioner@aib.gov.ng or aolateru@aib.gov.ng

Website: www.aib.gov.ng

11.3. **For the Bureau d'Enquêtes et d'Analyses (BEA – FRANCE):**

Philippe Plantin de Hugues

Special Adviser on International Affairs

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

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Website: www.bea.aero

12. Each Party will inform the other Party in writing whenever there is a change to its contact person.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed and sealed this ETCP in one (1) original text in the English Language.

Signed at Le Bourget on this 14th Day of May, 2019

**FOR AND ON BEHALF OF THE
ACCIDENT INVESTIGATION BUREAU
(AIB – NIGERIA)**

**FOR AND ON BEHALF OF BUREAU
D'ENQUETES ET D'ANALYSES
(BEA – FRANCE)**

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Engr. Akin Olateru (M.SC., CMILT, FRAES)
Commissioner/CEO

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Rémi Jouty
Director