



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA**
(ACCIDENT INVESTIGATION BUREAU
OF NIGERIA)

AND

**THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ
AND PRÍNCIPE**
(INSTITUTO NACIONAL DE AVIAÇÃO CIVIL)

ON

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



PREAMBLE:

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA AND THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE ON COOPERATION AND ASSISTANCE IN CIVIL AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATION

The Government of the Federal Republic of Nigeria represented by the **ACCIDENT INVESTIGATION BUREAU**, a statutory body having its head office located at the Nnamdi Azikiwe International Airport, Abuja

And

The Democratic Republic of São Tomé and Príncipe represented by the **INSTITUTO NACIONAL DE AVIAÇÃO CIVIL (INAC – São Tomé)** having its registered office at **São Tomé**

Hereinafter collectively referred to as “the Parties”, and in the singular as “the Party” or “each 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;

Recognising the importance and committing to enhancing the capabilities and professionalism of their respective aircraft accident investigators;

Desiring to share expertise in the well-equipped Facilities of the AIB-N and experience relating to civil aviation safety investigation;

Declaring their common interest in the establishment and promotion of a sustainable framework for cooperation in the area of civil aviation safety investigation and Providing human capacity development by offering periodic training on air accident investigation and its administration;

PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1

Objective and Areas of Cooperation:

1. The sole objective of the Parties in this Memorandum of Understanding (‘**MOU**’) is to enhance the effectiveness of aviation safety and to enable Parties to best fulfil all of their international obligations in the **MOU**;
2. The Parties will cooperate in the conduct of aircraft accident and incident investigation, investigation training and sharing of information and expertise, usage of Facilities

consistent with the Standards and Recommended Practices (SARPs) of Annex 13 to the Chicago Convention.

3. The areas of cooperation are as follows:

- 3.1. Each Party will offer assistance, access 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 expertise in the fields of engineering, operations, flight recorders, human capacity development, management organisation, Aviation security and safety;
 - 3.2. Each Party will, where practicable, invite the other Party's investigators to attend its general and specialist investigation courses and training;
 - 3.3. 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 serious 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 serious 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.
 - 3.4. 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;
 - 3.5. 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, Organisation, methods and techniques used in the conduct of investigation, Publication of Reports, studies or press release where appropriate;
 - 3.6. 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;
4. 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 facility to recover the data / recording and share the acquired experience with the other Party;



5. 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 MOU.

ARTICLE 2

Confidentiality:

Neither Party will disclose, release or distribute to any third Party confidential information, documents or data obtained pursuant to this MOU, without the prior written consent of the other Party.

ARTICLE 3

Assignments of Assistance:

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

- 3.1. Through the use of the other Parties premises and equipment;
- 3.2. By the prompt dispatch of investigators or Granting access, subject to any directive (s) or rules of AIB-N, the usage of the AIB-N Facilities for carrying out vehicle recorder downloads or material analysis;
- 3.3. The conduct of specific work, when it appears useful and to the extent of Parties' means available at the time of the request;
- 3.4. The Parties will consult each other from time to time and may seek the opinion and advice of the other Party.

ARTICLE 4

Capacity Development:

The Parties will exchange their respective know – how and experience in the field of civil aviation accidents and serious incidents investigation as follows:

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

ARTICLE 5

Financial Matters:

- 5.1. Unless otherwise agreed, each Party will bear its own costs for the implementation of the matters set out herein this Program;
- 5.2. However, the Party which requests assistance in the conduct of an investigation, irrespective of where the other Party is required to appoint an accredited representative, if due to exigency, the requesting Party delays funding, the other Party may respond favourably to the request by providing travelling and accommodation expenses to its investigators and demand for refunds which shall be honoured forthwith.

ARTICLE 6

Amendment:

6.1. This MOU may be amended at any time by mutual consent of the Parties in writing. Such amendments shall constitute an integral part of this MOU and shall come into force upon execution by the Parties;

6.2. Any Party who wishes to review the MOU shall do so by giving the other Party three (3) months written notice of its intention to do so.

ARTICLE 7

Commencement and Duration:

7.1. This MOU will come into effect on the date of signing and will remain in effect for a period of five (5) years;

7.2. This MOU shall be terminated by either Party giving one month's notice of intention to terminate in writing to the other Party through diplomatic channels;

7.3. 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 MOU;

7.4. Notwithstanding the provision of clause 7.1. 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 MOU.

8. JOINT OBLIGATIONS OF PARTIES:

8.1. Work together to establish a relationship for the purpose of strengthening, promoting and developing the cooperation to enhance aviation safety;

8.2. Subject to laws, rules, regulations and national policies share information, data and resources that will enhance aviation safety;

8.3. Parties acknowledge the purpose of working with other participants to ensure the achievement of the Purpose; and

8.4. Parties agree to maintain regular contact with each other with the aim of exchanging experiences, skills and technical knowledge and identifying in advance, areas of research, possible assistance or cooperation.

ARTICLE 9

Legal Effect:

This MOU 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 MOU.

ARTICLE 10

Settlement of Disputes:

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



ARTICLE 11.

GOVERNING LAW AND JURISDICTION

- 11.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales without application of conflicts of laws principles thereof;
- 11.2. If a Dispute arising out of, in connection with this Agreement including any question regarding its existence, validity or termination shall arise between the Parties, an attempt shall first be made to promptly resolve such dispute in good faith through negotiation between Chief Executive Officers and Diplomatic Channels who shall have the authority to settle same;
- 11.3. If a mutual settlement is not reached within thirty (30) days, either Party shall be entitled to refer the Dispute to arbitration.
- 11.4. All disputes arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "ICC"), which are deemed to be incorporated by reference into this Clause;

ARTICLE 12

Coordinating Authorities:

- 12.1. The competent authorities responsible for the implementation of this MOU shall be:

12.2. For the Government of the Federal Republic of Nigeria:

The Federal Ministry of Transportation

Through:

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

Tel: 08077090900

Email: commissioner@aib.gov.ng

12.3. For The Democratic Republic of São Tomé and Príncipe:

The contact Person in the Instituto Nacional De Aviação Civil (Bea – São Tomé) for the implementation of this MOU :

Instituto Nacional De Aviação Civil (INAC).

Board of Director, President

Bairro do Aeroporto, C.P 97, Sao Tome, Sao Tome Principe -RDSTP

inac@cstome.net

00 239 2241450/2241451

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

14. Each Party shall have the right to designate in writing, at any time, any other appropriate body, organisation or Ministry in place of the ones already designated in the preceding paragraph 11.

15. Counterparts

This Agreement may be executed simultaneously in any number of counterparts in portuguese and english languages. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument;

16. Interpretation:

The following words and terms shall have the meanings ascribed to them in this agreement:

Agreement means this Cooperation Agreement together with any schedule attached hereto;


AIA means Accident Investigation Agency;

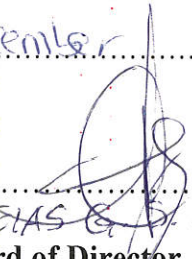
AIB-N Facilities means the Flight Safety Laboratory, the Metallurgical Material Science Laboratory and any other facility as may from time to time be acquired or owned by AIB-N for enhancing its accident and serious incident investigations;

Applicable Laws means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in Nigeria or Sao Tome and Principe, including statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement;

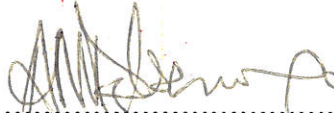
IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Signed Governments, have signed and sealed this Memorandum of Understanding in two (2) original texts in English Language, both texts being equally authentic.

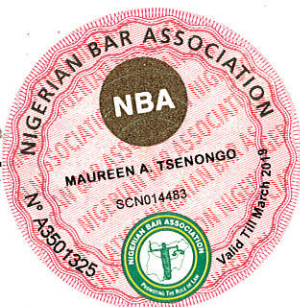
Signed at Sao Tome on this 5th Day of December, 2018


Engr. Akin Olateru (M.SC., CMILT, FRAES)
Commissioner/CEO
For: Accident Investigation Bureau of Nigeria



ENEAS G. S. SANTOS
Board of Director, President
For: Instituto Nacional De Aviação Civil

In the presence of:


TSENONGO MAUREEN
Legal Adviser, AIB -N



In the presence of:


Name: WALDYR E. SANTOS
Legal Adviser, INAC