

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE, CANADA AND THE CANADIAN TRADE OFFICE IN TAIPEI REGARDING COOPERATION IN AVIATION SAFETY

簽訂日期：民國 88 年 06 月 15 日

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The Taipei Economic and Cultural Office, Canada and Canadian Trade Office in Taipei (hereinafter referred to as the "Parties") have reached the following understanding concerning cooperation between the Transportation safety Board in Ottawa (TSB) and the Aviation Safety Council in Taipei (ASC) (hereinafter referred to as the "Cooperating Agencies").

Article 1: General Provisions

This Memorandum of Understanding (hereinafter referred to as the MOU):

- 1.1 Expresses the general understanding of the Cooperating Agencies concerning cooperation in the field of civil air safety occurrence investigation (includes accidents and incidents).
- 1.2 Reflects the spirit and intent of the International Civil Aviation Organization (ICAO) international Standards and Recommended Practices for occurrence investigations as prescribed in Annex 13 to the Convention on International Civil Aviation (Chicago, 1944).
- 1.3 Sets out provisions for mutual assistance in investigation and safety analysis, confidential incident reporting, database development, exchange of information, training and communication.

Article 2: Scope of Occurrences for Investigation Cooperation

This MOU covers the following occurrences:

- 2.1 Civil aircraft registered in the Territory of one of the Cooperating Agencies having an accident or incident in the Territory of the other Cooperating Agency and where
- 2.2 Civil aircraft registered in the Territory of one of the Cooperating Agencies having an accident or incident in its own Territory and where
- 2.3 Civil aircraft registered in the Territory of a third party other than that of the Cooperating Agencies having an occurrence in the Territory of one of the Cooperating Agencies and where
- 2.4 Civil aircraft registered in the Territory of one of the Cooperating Agencies having an occurrence in the Territory of a third party and where an agency of the third party has instituted an investigation.

Article 3:Procedural Arrangements

- 3.1 In the case of paragraph 2.1 of this MOU, the Cooperating Agency of the Territory of occurrence will, in accordance with the provisions of Chapter 4 of Chicago Convention Annex 13, notify the other Cooperating Agency with a minimum of delay. This MOU constitutes a standing invitation from the Cooperating Agency of the Territory of occurrence to the other Cooperating Agency for an accredited representative and appropriate advisors to attend the investigation. When notified, the invited Cooperating Agency will reply to the inviting Cooperating Agency with a minimum of delay, providing the details of persons who will attend the investigation.
- 3.2 In the case of paragraph 2.2 and 2.3 of this MOU, both Cooperating Agencies undertake to consider the interests and expertise of the other and the potential for cooperation in

the investigation. Either Cooperating Agency will welcome contact from the other. This MOU will provide the framework through which the Cooperating Agency of the Territory of occurrence may invite the other Cooperating Agency to attend as an advisor, where applicable, in the safety investigation being conducted. The invited Cooperating Agency will reply to the inviting Cooperating Agency with a minimum of delay, providing the details of the persons who will attend as advisors.

3.3 In the case of paragraph 2.4 of this MOU, either Cooperating Agency will welcome contact from the other to discuss the merits of technical cooperating. In those cases where the Cooperating Agency whose aircraft was involved in the occurrence names an accredited representative, that Cooperating Agency will initiate discussion with the third-party to seek agreement on the benefits of that technical cooperation and concurrence with inviting the other Cooperating Agency to attend as an advisor to the accredited representative. This MOU will provide the framework through which an invitation may be made. The invited Cooperating Agency will advise the inviting Cooperating Agency with a minimum of delay, the details of the persons who will attend as advisors.

Article 4: Provision of Assistance

4.1 Each Cooperating Agency will provide technical assistance to the other on request, subject to its own operating requirements.

4.2 The Cooperating Agencies will offer technical assistance in investigations and the use of air safety investigation facilities and assets to each other to the extent practicable. Examples of assistance include expertise in the areas of air

traffic services, engineering, operations, flight recorders, human performance, organization and management.

4.3 The Cooperating Agencies will offer assistance, specifically expertise, facilities and equipment as appropriate for the development and the ongoing facilitation of programs in such areas as investigation and safety analysis, confidential incident reporting, database development and information systems.

4.4 The Cooperating Agencies will, where practical, invite each other's investigators to attend general or specialist training conducted by them.

Article 5:Other Arrangements

5.1 The TSB will make available to the ASC its Recovery, Analysis and Presentation System (RAPS) for analyzing aircraft flight recorder data. The ASC will have continued use of RAPS by complying with the conditions for participation in the multi-national "RAPS Users Group"

5.2 The funding required for implementation of the understandings set out in this MOU to participate in an investigation or to attend a training course will normally be the responsibility of the invited Cooperating Agency.

5.3 Any differences arising out of the interpretation or implementation of this MOU will be settled amicably and without unreasonable delay between the cooperating Agencies.

Article 6:Entry into Force

This Memorandum of Understanding shall take effect upon its signature by both parties, and shall remain in force until termina-



ted by either Party giving the other Party written notice of its intention to terminate. It may be amended at any time by mutual written agreement of both Parties.

In witness whereof the undersigned, being duly authorized by their respective authorities, have signed this Memorandum of Understanding.

Done in duplicate in the English language and signed at Taipei this 27th day of 5th month of 1999, and at Ottawa this 15th day of 6th month of 1999.

For the Taipei Economic and
Cultural Office, Canada:

For the Canadian Trade Office
in Taipei:

Mr. Chin-yen Fang
Representative

Mr. David Mulroney
Executive Director

Witnessed by:
Dr. Kay Yong
Managing Director
The Aviation Safety Council
In Taipei

Mr. Ken Johnson
Executive Director
The Transportation Safety Board
In Ottawa