

# **DECLARATION OF INTENT ON COOPERATION**

**BETWEEN**

**The Air Accident Investigation Authority  
of Hong Kong, China**

**AND**

**Le Bureau d'Enquêtes  
et d'Analyses  
pour la sécurité de l'aviation civile  
of France**

**Relating to  
Aircraft Accident  
and Incident Investigations**

The Air Accident Investigation Authority, Hong Kong, China (“AAIA – Hong Kong, China”) and Le Bureau d’Enquêtes et d’Analyses pour la sécurité de l’aviation civile (“BEA – France”), hereinafter referred to collectively as “the Participants”, or individually as a “Participant”,

Reaffirming the objective 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;

Committed to enhancing the capabilities and professionalism of their respective officers involved in aircraft accident investigation;

Desiring to share expertise and experience in the field of aircraft accident investigation;

Recognising their common interest in establishing a lasting framework for cooperation in the area of aircraft accident investigation,

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

**Objective and Areas of Cooperation**

The sole objective of both Participants in entering into this Declaration of Intent on Cooperation is the enhancement of aviation safety.

The Participants will cooperate in aircraft accident and incident investigation, investigation training and sharing of information and expertise, consistent with the Standards and Recommended Practices of Annex 13 to the Chicago Convention. The areas of cooperation are as follows:

- (a) The Participants will exchange views on the latest development of international standards, and share experiences on the making of laws and rules administered in the respective area of each Participant that govern aircraft accident and incident investigation. Each Participant will offer assistance if necessary.
- (b) The Participants will facilitate exchanges of personnel for training and development, including investigation training courses, hands-on experience and observer status at sites, and subsequent off-scene investigative activities.

- (c) Each Participant will offer assistance and the use of air safety investigation facilities and equipment to the other Participant as it deems appropriate and as resources permit. Such assistance may include expertise in the fields of air traffic services, engineering, operations, flight recorders, human performance and management organisation.
- (d) The Participants will maintain regular contact and each Participant may organise visits to or meetings with the other Participant with the aim of exchanging experiences, skills and technical knowledge.
- (e) Each Participant will, to the extent permitted by its laws and regulations and compatible with such powers and functions that it may lawfully exercise on its own, endeavour to share with the other Participant relevant information about an investigation it is conducting in which the other Participant has expressed an interest. This information, consistent with Annex 13, will not be released by the other Participant without the express consent of the Participant conducting the investigation.
- (f) Each Participant will, where applicable, endeavour to facilitate relations between the other Participant and aircraft accident investigation authorities of third parties with which it has closer relations or to which it is geographically closer.

The Participants may mutually decide to develop additional areas of cooperation to widen the scope of this Declaration of Intent on Cooperation.

### **Confidentiality**

A Participant (the “Receiving Participant”) that receives materials and information, including drafts and internal or working documents, from the other Participant (the “Communicating Participant”) will handle such materials and information according to the respective laws and regulations of the Participants, taking into account the confidentiality or proprietary status of the material or information. The Receiving Participant will not use the material and information received for purposes other than Annex 13 aircraft accident and incident investigation, and will not release it to any third party when the intended use is for purposes other than Annex 13 aircraft accident and incident investigation, unless the Communicating Participant explicitly allowed such use or such release in writing.

The Participants will continue to apply Paragraph above even after termination of this Declaration of Intent on Cooperation.

### **Amendment**

This Declaration of Intent on Cooperation may be amended in writing at any time by mutual consent of the Participants through a direct Exchange of Notes.

Any difficulty regarding the interpretation or application of this Declaration of Intent on Cooperation including all amendments thereto will be resolved by consultation between the Participants.

### **Laws and Regulations**

The matters governed by and activities under this Declaration of Intent on Cooperation will be conducted in a manner compatible with the Participants' respective laws and regulations, and within their respective competence. For greater certainty, the competence of a Participant refers to such powers and functions that it may lawfully exercise on its own.

### **Implementation and Duration**

This Declaration of Intent on Cooperation will come into effect on the date of signing and will remain in effect unless it is terminated by either Participant giving sixty days' notice in writing to the other Participant.

The Participants may, by mutual consent, provide for the survival of any arrangement entered into under this Declaration of Intent on Cooperation but not fully performed prior to the termination of this Declaration of Intent on Cooperation.

### **Financial Matters**

Unless otherwise jointly decided by both Participants, each Participant should bear its own cost for the implementation of the matters set out in this Declaration of Intent on Cooperation.

### **Points of contact**

The points of contact are detailed on the attachment to this Declaration of Intent on Cooperation. The contact details will be shared by the Participants in case of any changes.

IN WITNESS WHEREOF, the undersigned, being duly authorised by the Participants, have signed this Declaration of Intent on Cooperation in English.

Signed in duplicate on the 16<sup>th</sup> day of November, 2020

For the Air Accident Investigation  
Authority, Hong Kong, China

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

MAN Ka-chai  
Chief Accident and Safety Investigator  
Air Accident Investigation Authority  
Hong Kong, China

For Le Bureau d'Enquêtes et d'Analyses  
pour la sécurité de l'aviation civile, France

A handwritten signature in blue ink, featuring a prominent diagonal stroke and several smaller loops.

Rémi JOUTY  
Directeur du Bureau d'Enquêtes et  
d'Analyses pour la sécurité de l'aviation  
civile  
France

## **Attachment**

### **Coordination**

The contact person in the AAIA - Hong Kong, China for the implementation of this Declaration of Intent on Cooperation is:

Chief Accident and Safety Investigator, Air Accident Investigation Authority  
Level G, Facility Building, 1 Tung Fai Road  
Hong Kong International Airport  
Lantau, Hong Kong

Tel: +852 2910 6066

Fax: +852 3912 4848

Email: [aaia@thb.gov.hk](mailto:aaia@thb.gov.hk)

The contact person in the BEA - France for the implementation of this Declaration of Intent on Cooperation is:

Philippe Plantin de Hugues  
Special Adviser on International Affairs  
Bureau d'Enquêtes et d'Analyses pour la sécurité de l'aviation civile  
Aéroport du Bourget  
10 rue de Paris  
93352 Le Bourget Cedex - France  
Website: [www.bea.aero](http://www.bea.aero)  
Tel: +33 1 49 92 72 00 or +33 1 49 92 72 91 (direct line) Mobile: +33 6 23 75 03 71  
Fax: +33 1 49 92 72 03  
E-mail: [international.affairs@bea.aero](mailto:international.affairs@bea.aero) or [pph@bea.aero](mailto:pph@bea.aero)