

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE AIR ACCIDENT INVESTIGATION AUTHORITY OF
HONG KONG, CHINA**

AND

**THE TRANSPORT SAFETY INVESTIGATION BUREAU OF
SINGAPORE**

ON COOPERATION RELATING TO

AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATION

The Air Accident Investigation Authority (“AAIA”) of Hong Kong, China and the Transport Safety Investigation Bureau (“TSIB”) of Singapore, 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 this activity to apportion blame or liability;

Committed to enhancing the capabilities and professionalism of their respective aircraft accident investigators;

Desiring to share expertise and experience relating to aircraft accident and incident investigation;

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

HAVE REACHED THE FOLLOWING UNDERSTANDING:

Objective and Areas of Cooperation

1. The sole objective of both Participants in entering into this Memorandum of Understanding (“MOU”) is the enhancement of aviation safety.
2. 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) 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 search and salvage from water, air traffic services, engineering, operations, flight recorders, human performance and management organisation.
 - (b) Each Participant will, where practicable, facilitate exchanges of personnel for training and development, including its general training, specialist investigation courses, and hands-on experience.

- (c) Each Participant will, to the extent permitted by its governing laws and regulations, facilitate the attachment of the other Participant's investigators as observers to its investigation of aircraft accidents and incidents and subsequent off-scene investigative activities, with a view to enhancing the other Participant's understanding of its investigation requirements and procedures. This will serve to develop effective cooperation between the Participants 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 Participant is the State of Registry, State of the Operator, State of Design or State of Manufacture.
- (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 in the area of aircraft accident and incident investigation.
- (e) Each Participant will, to the extent permitted by its governing 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) The Participants will exchange views on the latest development of international standards, and share experiences on the developing of laws and regulations administered in the respective area of each Participant that govern aircraft accident and incident investigation. Each Participant will offer assistance if necessary.
- (g) 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.

3. The Participants may mutually decide to develop additional areas of cooperation to widen the scope of this MOU.

Confidentiality

4. Neither Participant 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 Participant. The Participants will continue to apply this paragraph even after termination of this MOU.

Coordination

5. The contact person in the AAIA for the implementation of this MOU is:

Chief Accident and Safety Investigator
Air Accident Investigation Authority
Transport and Logistic Bureau
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@tlb.gov.hk

6. The contact person in the TSIB for the implementation of this MOU is:

Mr Michael Alan Toft
Director
Transport Safety Investigation Bureau
Changi Airport Post Office
P O Box 1005
Singapore 918155
Republic of Singapore

Tel: +65 6541 2797
Fax: +65 6542 2394
E-mail: michael_toft@mot.gov.sg

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

Financial Matters

8. Unless otherwise mutually decided, each Participant will bear its own cost for the implementation of the matters set out in this MOU.

Amendment

9. This MOU may be amended in writing at any time by mutual consent of the Participants.

10. Any difference regarding the interpretation or application of this MOU including all amendments thereto will be resolved by consultation between the Participants.

Commencement and Duration

10. This MOU will come into effect on the date of signing and will remain in effect unless it is terminated by either Participant giving one month's notice in writing to the other Participant.

11. The Participants may, by mutual consent, provide for the continuance of any arrangement entered into under paragraph 2 of this MOU but not fully performed prior to the termination of this MOU.

12. This MOU is not intended to create legally binding rights and obligations under international or local law. The implementation of this MOU and any activity hereunder, will be conducted in accordance with the respective laws and regulations governing the Participants, 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. Cooperation under this MOU will not affect the rights and obligations arising from international agreements or treaties to which either Hong Kong, China or Singapore is a party or which are applicable to Hong Kong, China or Singapore.

IN WITNESS WHEREOF, the undersigned, being duly authorised by the respective Participants, have signed this MOU.

Signed in duplicate in the English language on the 18 July 2024.

MR MICHAEL ALAN TOFT
DIRECTOR
TRANSPORT SAFETY INVESTIGATION
BUREAU
SINGAPORE

MR MAN KA CHAI
CHIEF ACCIDENT & SAFETY INVESTIGATOR
AIR ACCIDENT INVESTIGATION AUTHORITY
TRANSPORT & LOGISTIC BUREAU
HONG KONG, CHINA