

# MEMORANDUM OF UNDERSTANDING

between

## **AMRAIU - Republic of Slovenia**

(Aircraft, Maritime and Railway Accident and Incident Investigation Unit  
Ministry of Infrastructure of the Republic of Slovenia)

and

## **FSIA – Republic of Austria**

(Federal Safety Investigation Authority)

on

# **CO-OPERATION RELATING TO AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATIONS**

October, 2024

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## INTRODUCTION

Federal Safety Investigation Authority (FSIA - Austria) and Aircraft, Maritime and Railway Accident and Incident Investigation Unit, Ministry of Infrastructure (SIA – Slovenia) hereinafter referred to collectively as "the Signatories", or individually as "the Signatory" or "each Signatory";

*Reaffirming* the objectives 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 aircraft, accident investigators;

*Desiring* to share expertise and experience relating to aviation investigation;

*Recognizing* their common interest in establishing a lasting framework for cooperation in the area of aviation investigation

**Have reached the following arrangement:**

### OBJECTIVE AND AREAS OF COOPERATION

#### Paragraph 1

- (1) The sole objective of both Signatories in entering into this Memorandum of Understanding (MoU) is the enhancement of aviation safety.
- (2) The Signatories will cooperate in:
  - Investigation of aircraft accidents and serious incidents, investigation training, and sharing of information and expertise, consistent with the Standards and Recommended Practices of Annex 13 to the Chicago Convention.
- (3) The Signatories will develop a regular exchange of information in the following areas:
  - Civil aviation accidents or serious incidents in which one or both of the Signatories has a particular interest without necessarily designating an accredited representative;
  - The organization, methods, and techniques employed in conducting investigations;
  - Communication (publication of reports, communication with the families and with the media).
- (4) Each Signatory will, subject to the laws, rules, regulations, procedures, and national policies from time to time in force governing the subject matter in their respective countries, cooperate in investigations as specified in Paragraph 1(2) above, investigation training and sharing of information and expertise, consistent with the Standards and Recommended Practices contained in Annex 13 to the Chicago Convention. The areas of cooperation are as follows:
  - Each Signatory will offer assistance and the use of air safety investigation manpower, facilities, and equipment to the other Signatory as it deems appropriate and as resources permit. Such

assistance may include expertise in the fields of air traffic services, engineering, operations, flight recorders, event recorders, VDRs, human performance and management organization;

- Each Signatory may invite the other Signatory's investigators to participate, assist, or observe in its investigation processes;
- The Signatories will carry out appropriate steps, subject to the availability of resources, to positively answer all requests for assistance from the other Signatory;
- Each Signatory will, where practicable, invite the other Signatory's investigators to attend general and specialized investigation courses and undergo training courses and on-job trainings which it conducts, where applicable and if suitable;
- Each Signatory will, when its investigator is expected to participate in the investigation at the site of the accident as an investigator, investigator under on-job training procedures or as an observer, follow the instructions of the investigator in charge of the other Signatory (country of the event);
- Each Signatory will, to the extent permitted by its laws and regulations, facilitate the attachment of the other Signatory's investigators as observers to its investigation as specified in Paragraph 1(2) above, with a view to enhancing the other Signatory understanding of its investigation requirements and procedures. This will serve to develop effective cooperation between the Signatories in any investigation conducted pursuant to Annex 13 involving an aircraft of which the other Signatory is the State of Registry, State of the Operator, State of Design, or State of Manufacture, as defined in Chapter 1 of Annex 13.
- The Signatories will maintain regular contact with each other. Each Signatory may organize visits to or meetings with another Signatory with the aim of exchanging experiences, skills, and technical knowledge, and of identifying in advance, areas of possible assistance or cooperation, in particular the availability of specialized equipment, facilities, and trained personnel;
- Each Signatory will, to the extent permitted by its laws and regulations, endeavor to share with the other Signatory relevant information about an investigation it is conducting in which the other Signatory have expressed an interest. This information, consistent with Annex 13 to the Chicago Convention and will not be released by the other Signatory without the express consent of the Signatory conducting the investigation.

(5) Each Signatory may also request the other Signatory for know-how and advice in the organization of an investigation, drafting of the report, crisis management, and communications.

(6) Further, each Signatory will provide, free of charge and where practicable and within its facilities, the service of its investigators, and other technical expertise and resources.

## **CONFIDENTIALITY**

### **Paragraph 2**

(1) The Signatory that receives materials from the other Signatory shall handle such materials according to their confidentiality or property status, within the bounds of the respective laws of the two States.

(2) Drafts, internal, or working documents that have been transmitted, except when explicitly indicated to the contrary, are to be considered property/confidential documents and are not to be shared with third parties.

(3) The Signatories will protect the confidentiality even after discontinuation of this MoU.

## **MODIFICATION**

### **Paragraph 3**

(1) This MoU may be modified in writing at any time by the mutual consent of the Signatories through a direct Exchange of Notes.

(2) Any disagreement regarding the interpretation of application of this MoU including all changes thereto will be resolved by consultation between the Signatories.

## **APPLICABLE LEGISLATION**

### **Paragraph 4**

(1) In the implementation of this MoU, the Signatories will abide by the applicable legislation in their respective countries, by Regulation (EU) No 996/2010 of the European Parliament and of the Council of 20 October 2010 on the investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC.

(2) Neither Signatory will require the other Signatory to abide by the applicable legislation in its own country except as decided to by the other Signatory in writing.

## **IMPLEMENTATION AND DURATION**

### **Paragraph 5**

This MoU will be effective on the date of signing and will remain in effect unless it is discontinued by either Signatory giving sixty days' notice in writing to the other Signatory.

## **FINANCIAL MATTERS**

### **Paragraph 6**

(1) Unless otherwise decided, each Signatory should bear its own costs for the implementation of the matters set out in this MoU.

(2) In the case where the SIA - Slovenia participation is requested specifically in Austria under this MoU, the SIA - Slovenia will participate where practicable and its investigators travel and subsistence expenses will be borne by the FSIA - Austria according to the provisions that are usually applicable to the SIA's Slovenia investigators.

(3) In the case where the FSIA - Austria participation is requested specifically in Slovenia under this MoU, the FSIA - Austria will participate where practicable and its investigators travel and subsistence expenses will be borne by the SIA - Slovenia according to the provisions that are usually applicable to the FSIA – Austria investigators.

## **NON LIABILITY**

### **Paragraph 7**

Each Signatory will ensure that it will not, under any circumstances, make any demands on or any claims against the other Signatory for any matter or matters arising or resulting from any assistance which the latter Signatory has or has rendered to it under this MoU.

### **Paragraph 8**

This MoU does not constitute rights and obligations under international law.

### **Paragraph 9**

Both Signatories agree that non-fulfillment of the MoU won't have any legal or political consequences.

## **COORDINATION AND FOCAL POINTS FOR IMPLEMENTATION**

### **Paragraph 10**

- (1) The contact person in SIA - Slovenia for the implementation of this MoU is:

Mr. Toni Stojčevski,  
Head of Unit  
Ministry of Infrastructure  
Aircraft, Maritime and Railway Accident and Incident Investigation Unit  
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- (2) The contact person in FSIA - Austria for the implementation of this MoU is:

Mr. Johannes Woldrich  
Head of Department Civil Aviation  
Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and  
Technology  
Federal Safety Investigation Authority  
Department Civil Aviation  
Redetzkystrasse 2  
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## ENTRY INTO EFFECT

### Paragraph 11

This MoU takes effect on the date of signature and it will remain in effect until either of the Signatories gives 60 days' notice of discontinuance in writing to the other Signatory.

Signed in duplicate in Ljubljana (Slovenia) in the English language on ....



Mr. Toni Stojčevski  
Head of SIA  
Ministry of Infrastructure  
Aircraft, Maritime and Railway  
Accident and Incident  
Investigation Unit  
REPUBLIC OF SLOVENIA

Mrs. Bettina Bogner  
Head of FSIA  
Federal Ministry for Climate  
Action, Environment, Energy,  
Mobility, Innovation and  
Technology  
Federal Safety  
Investigation Authority  
AUSTRIA