



MEMORANDUM OF UNDERSTANDING

BETWEEN

**ACCIDENT INVESTIGATION BUREAU
(AIB)**

AND

NIGERIAN AIR FORCE

ON

**Subject Matter: MoU to Collaborate and Support in Aircraft
Accident Investigations and other Mutual
Beneficial Arrangements**

2020

This Memorandum of Understanding (MoU) is made the 1st day of July 2020.

Between

Accident Investigation Bureau, a statutory body having its head office at the Nnamdi Azikiwe International Airport, Abuja (hereinafter called 'the Bureau') which expression where the context so permits shall include its legal representatives and assigns) of the one part

AND

Nigerian Air Force, a statutory, air arm of the *Nigerian* Armed Forces having its headquarters at Area 7, Garki, Abuja, Nigeria (hereinafter referred to as 'the NAF') which expression shall where the context so permits shall include its legal representatives and assigns) of the second part.

Hereinafter collectively referred to as Parties and each a Party.

Whereas:

• Background and Purposes

1.1. The Bureau is an autonomous agency established pursuant to Section 29 of the Civil Aviation Act, 2006 to investigate any civil aircraft accidents or incidents arising out of or in the course of air navigation and either occurring in or over Nigeria or occurring to Nigerian aircraft elsewhere;

1.2. The sole objective of the investigation of the Bureau is for the prevention of accidents and incidents and not to apportion blame and liability;

1.3. The Bureau where applicable, proposes recommendations to reduce future recurrence of aircraft accidents;

2. The NAF is the air armed forces of Nigeria established by section 217 (1) of the Constitution of the Federal Republic of Nigeria 1999 with the primary responsibility of defending the territorial integrity of Nigeria from external aggression, maintaining and securing the country's integrity and territorial borders from violation on air.

3. It is in the interest of safety, the public and the Federal Government of Nigeria that investigation and information gathering and expertise is deployed and conducted in the most efficient and effective possible manner;

4. The Parties recognize the need to collaborate in furtherance of Clause 3 above and to deploy the assets of the Federal Government of Nigeria in the most beneficial manner and using best procedures;

4.1. The **Parties desire that:**

4.1.1. Appropriate working relationship, planning, procedures and other beneficial arrangements for collaboration and cooperation is established to improve in cases of accidents or serious incidents;

4.1.2. While the MoU subsists, duplication of efforts should be avoided or minimized and coordination between the parties **and with other stakeholders** is facilitated;

4.1.3. Exchange of **unclassified** data and or information be accomplished in an effective and efficient manner;

4.1.4. Trainings, resources and services be exchanged between the parties in a mutually agreed manner; and

4.1.5. Where applicable, both parties shall access and fully utilise resources and facilities of the other party which may include but not limited to: classes with training aids, hotels, guest houses, medical personnel, offices, equipment namely, aircraft, special vehicles such as forklifts, high loaders, graders, ambulances, operational vehicles etc.

5.1. This MoU will direct and enhance Parties' mutual efforts towards initiating and implementing effective plans at the vicinity of aircraft accidents or serious incidents or accessing related facilities and areas that are relevant to the investigation.

5.2. The parties acknowledge that there are first Responders to participate at the site of an accident. However, in addition to clause.

4.1 This MoU shall be responsive to the acts establishing the Parties where primary First Responders fail to respond promptly to aircraft accident and incidents. Parties herein shall conduct such activities to prevent further damage to the wreckage or evidences and prevent such acts that may impede civil aircraft accident investigation.

5.3 This Agreement is responsive to collaboration and support in accessing resources of either party to further enhance the statutory responsibilities of both

parties to ensure prompt emergency assistance, preservation of wreckage, training and enhancing safety of the public.

6. Whenever used in this MoU, the Parties have agreed that the words and terms in Schedule A shall have the meanings ascribed to them in this MoU.

NOW PARTIES MUTUALLY UNDERSTAND AS FOLLOWS:

NAF shall among other activities:

1. Notify the Bureau immediately if it becomes aware of any civil aviation accident or incident within, over or outside Nigeria where the interest of Nigeria is involved;
2. Provide support and collaborative effort to the Bureau during recovery of wreckage and other necessary evidences, investigation anywhere within Nigeria;
3. Hand over to the Bureau's Air safety investigator, the Flight Data Recorders, Cockpit Voice Recorders, volatile Receivers and any other information derived orally or from the electronic equipment and information, should they gain access to the evidences prior to the arrival of the Bureau's Investigators;
4. Provide timely support and other necessary facilities to the Bureau at accident or serious incident site;
5. Deploy personnel and necessary resources promptly for the protection of the wreckage and the Bureau's investigators at any aircraft accident or serious incident site, where necessary;
6. Transmit or submit timely information and/or evidences and evaluation determinable by the Bureau as suitable for inclusion in the investigation and other reports mutually agreed by the parties;
7. Make available materials to enable assessment of the adequacy of offsite collection, preservation and securing of evidences and other relevant information;
8. Where necessary, NAF may be required to support the Bureau in the provision of expert witnesses to appear before the Bureau's investigation team to enhance the determination and conclusion of investigation;
9. NAF may include training programmes relevant to the core functions and

duties of the Bureau to improve the practical skill of the Bureau's Air Safety Investigators involved.

10. The parties shall not at any time during this collaboration and cooperation (except so far as is necessary and proper in the course of collaboration or afterwards) disclose to any person an information as to the practice, dealings or affairs of the parties or any other matter which may come to the knowledge of the parties by reason of this collaboration;

11. NAF to assist the Bureau to carry out Aerial photography at the wreckage site to ascertain the wreckage trail and to carry out test for drugs, alcohol and substance abuse;

12. Where necessary, the Bureau may involve NAF personnel in civil accident investigation;

The Bureau shall:

13. Promptly notify NAF of an occurrence that may require the participation of both parties in any geographical jurisdiction;

14. Organize, deploy and co-ordinate the requisite training for the benefit of the Parties and both Parties shall mutually be financially responsible for its personnel in this collaboration;

15. Identify and recommend accredited institution or Agency to conduct similar or further training relevant to the primary responsibilities of both parties;

16. Provide training on Technical Report writing to the staff of NAF and assist regarding procedures of identification, collection, securing, and preservation of relevant information, FDR and evidence involving accidents relevant to the services of NAF.

17. The Commissioner/CEO or his designate herein may initiate a request in writing or phone call to participate in the investigation of the accident or serious incident involving NAF where the Bureau has safety lessons to learn therefrom;

18. In consideration of the execution of this MoU, Parties understand that they shall individually bear all expenses in a proportion incurred in the course of executing this MoU and agreed by the parties;

Parties Further Understand as follows:

19. Sharing of Evidence/Information:

19.1. Parties shall continually share and access related information including the use of automatic data processing support systems, provided the information contains relevant air accident and national security will not be compromised.

19.2. Parties shall act in strict confidentiality of every data accessed in the course of this collaboration and cooperation. The confidential reports shall be disclosed to the Bureau for the purpose of facilitating the Bureau's investigation;

19.3. Parties undertake to correct any identified or potential impact of deficiencies within short period through appropriate remedial actions mutually agreed by parties;

20. Parties may further to clause 6, explore the mutual relationship to identify and agree on in-house training needs (Technical and/or otherwise) for the personnel of the respective Parties to enhance preparedness, prevention and safety improvements;

21. Each party agrees to indemnify and hold harmless the other party both during and after this MoU from and against any damage, all losses, tortious act, action, proceeding, demand, cost, claim or liability arising from either party;

22. Relationship between the Parties

The Parties hereby agree to cooperate to the greatest possible extent in the most beneficial and efficient manner in the interest of an efficient and effective discharge of the obligations herein and in line with Nigeria's commitment as a signatory to the relevant international Conventions.

23. Where practicable, the Parties shall invite each other's representatives to attend general briefing, or specialist/technical investigation meetings, seminars and training to enhance and enlighten the parties in furtherance of the cooperation;

24. Each party may release not more than three (3) of its designated staff in pursuance of this MoU as may mutually be agreeable by the parties at any time to understudy the day to day operations of either party for such duration and to supplement the requirements for its operations. The parties agree that the primary responsibilities by the designated staff take precedence at any time a staff is required to execute his primary assignment.

25. Working Arrangements:

25.1. For the purpose of effective implementation of the obligations of the Parties, there shall be inaugurated, an Eight (8) Member Steering Committee (SC) comprising four (4) members from each Party;

25.2. The SC shall be the focal point of contract to ensure delineation of responsibilities;

25.3. Any change in membership shall be by the Chief Executive Officers of both parties;

25.4. The SC shall attend to issues affecting policies on effective and efficient execution of the terms of reference and make recommendations to ensure positive changes articulated herein;

25.5. Parties shall determine functions and level of delegation of each member in carrying out the committee's assignment;

25.6. The eight members of the SC shall report to their respective chief executives.

25.7. Any third party with recommendation or arrangement shall be required to avail the Steering Committee to identify and prepare an interim finding report regarding the process for review and approval.

26. The following shall eventually be handed over to the Parties: the Flight Data Recorders, Cockpit Voice Recorders, Nonvolatile receivers and other information derived from the electronic devices on board the aircraft or wreckage;

27. Parties shall institute procedures to enhance the objectives and scenario for joint exercises provided parties shall review the procedures to ensure onsite and offsite consideration of both parties;

28. The cooperation shall provide scheduled exercises sufficiently in advance to allow enough time for adequate review and correction of any deficiencies by the Parties;

29. Contact Details

The focal officer to fulfill the MoU shall be as follows:

29.1. The Bureau's designated **Contact** office: The Bureau's Director of Operations or his designate

• **Telephone number:** 08113991101, 08077090908 or 08077090909

• **Email Address:** dayyabudanraka@aibgov.ng or commissioner@aib.gov.ng

NAF designated **Contact office:** Directorate of Safety, Headquarters
Nigerian Air Force

• **Email Address:** dosaf@airforce.mil.ng

29.2. Either party shall promptly notify the other of any significant change of contact details.

30. Dispute Resolution

In the event of any dispute or difference arising out of the operation of this Agreement, such dispute and or difference shall be settled amicably between the Chief Executive Officers of both Parties.

31. Commencement, Duration and Amendment:

31.1 This MoU shall become effective from the date of execution and will continue in effect for a term of Four (4) years subject to review or renewal;

31.2. Parties shall exchange notice of commencement of periodic review, giving a minimum of thirty (30) days notice and shall mutually agree on the subsequent duration of the review;

31.3. Amendments to this Agreement shall be made in a manner agreed by both parties. The amendments or recommendations shall be encompassed in a new document and signed by both Parties;

32. Notice:

32.1. All notices to be served on either party to this Agreement shall be in writing, given by letter, telex, or fax message, sent to the registered office address of the party;

32.2. Any notice to either party shall be deemed effective as soon as it is received by the party to whom it is given. A letter posted by mail, shall become effective after Seven (7) days of such posting;

33. Termination:

33.1. This Agreement may be terminated by either Party giving thirty (30) days written notice to the other Party;

33.2. The Parties may, by mutual agreement, provide for the survival of any arrangement upon termination of this Agreement.

Schedule A:

Refers to the fifth recital of this MoU regarding the definitions below:-

Definitions:	Bureau Means Accident Investigation Bureau and shall include its legal representatives, servants and assigns.
First Responders	Means the entity statutorily charged with the responsibility of carrying out Search and Rescue at the accident site.
NAF	Means Nigerian Air Force.

IN WITNESS WHEREOF parties have duly executed this MoU the day and year first above mentioned.

SIGNED SEALED AND DELIVERED for and on behalf of the **BUREAU**



Engr. AKIN OLATERU M.Sc., FCILT, FRAeS, FNSE
Commissioner/CEO



MRS. MAUREEN TSENONGO
Legal Adviser



Representatives of the **NIGERIAN AIR FORCE**



AIR VICE MARSHAL RN EKEH
Chief of Standards and Evaluation



AIR VICE MARSHAL EO CHUKWU
Director of Safety

