

TECHNICAL AGREEMENT

CONCERNING

OPERATIONAL COOPERATION

BETWEEN

THE IRISH COAST GUARD (IRCG)

AND

THE ATLANTIC MARITIME PREFECTURE

FOR COORDINATION OF MARITIME EMERGENCY OPERATIONS.

Operational Agreement between the IRCG & the Atlantic Maritime Prefecture

Amendments record Sheet

This is a controlled document. Amendments will be issued by agreement between IRCG and Atlantic Maritime Prefecture.

Date	Section	Page No.	Summary of Changes

The Maritime Prefect for the Atlantic Region

And

The Director of the Irish Coast Guard

Being described below as the “parties” together, or individually and indistinctly as the “party”

FOREWORD:

Acting in accordance with Chapter 3 of the annex of the International Convention on maritime search and rescue concluded at Hamburg on 27th april 1979, which provides that in the case of major disaster or events of exceptional seriousness, States assist one another through their search and rescue services (Maritime Operations Centres or Marine Rescue Coordination Centres), provided the situation and their primary missions allow them to do so.

Considering that the Maritime Prefect for the Atlantic Region is responsible for search and rescue operations in the French SAR region and has, for these operations, access to air assets belonging to the French Navy and kept on alert for that purpose.

Considering that the Directors of French MRCSSs (CROSS CORSEN, CROSS ETEL), being permanent representatives of the Maritime Prefect for the Atlantic Region in that matter, assume the direction of these operations.

Considering that the Director of the Irish Coast Guard is responsible for search and rescue operations in the Irish SAR region. For these operations, he has access to air assets kept on alert for that purpose.

Fully aware that, in case of events of exceptional seriousness or that happen far off the coast, in the most remote areas of their SAR regions, or when both requested to respond into another parties SAR Region, parties to this technical agreement could profit by each other’s air assets. Both parties further recognise that similar support may be possible in the event of ship casualties within their respective Pollution Responsibility Zones (PRZ).

HAVE AGREED AS FOLLOWS:

PART I: MAIN GOAL OF THE AGREEMENT

Article 1 - Aim

1.1 This memorandum aims at defining the formal procedures and technical aspects of the request of assistance between the Irish Coast Guard Coordination Centres and the French Maritime Prefecture for the Atlantic, for the employment of their respective air assets.

1.2 This Agreement only applies to SAR operations of exceptional complexity or seriousness, or that happen far off the coast, in the most remote areas of the parties' SAR regions or as appropriate within PRZ's.

1.3 Recognising Annex Chapter 3, paragraph 3.1.1 of the International Convention on Maritime Search and Rescue, 1979 that "Parties shall co-ordinate their search and rescue organisations and should, whenever necessary, co-ordinate search and rescue operations with those of neighbouring States".

1.4 This technical agreement is considered as constituting a Search and Rescue (SAR) regional agreement between neighbouring States as defined by Annex Chapter 3 paragraph 3.1.8 of the SAR Convention.

1.5 The parties to this Operational Agreement recognise the great importance of co-operation in maritime SAR, and in the provision of expeditious and effective SAR services to save lives and reduce suffering.

Article 2 - Definitions

2.1 The international abbreviation *Search and Rescue* (SAR) covers all responsibilities, activities or means used in the search for and rescue of aircrafts and ships in distress at sea.

2.2 The terms "SAR region" designates the area of responsibility of each party regarding search and rescue operations.

Article 3 – Engagements

3.1 This Agreement may never constrain the parties into providing the requested assets in case of unavailability, whatever the reason, technical or operational, nor does it impose justification for such unavailability.

3.2 The SAR services will conduct SAR operations in accordance with the International Aeronautical and Maritime Search and Rescue Manuals, taking account of any nationally accepted SAR procedures.

3.2 Annex I lists the assets made available for SAR operations by the Irish Coast Guard and the French Maritime Prefecture for the Atlantic and which employment would fall under the terms of this Agreement.

PART II: OPERATIONAL PROTOCOL

Article 4 – Requesting Protocol

4.1 When requiring assistance of air assets available to the Maritime Prefect for the Atlantic region, the Irish National Maritime Operations Centre (NMOC) in charge of the operation (as the Single 24/7 Point of Contact (SPOC) for the purposes of this Agreement), or the Director of the Irish Coast Guard, should send a formal request to the French Navy Maritime Operations Centre (COM) in Brest. This request may be addressed by telephone, fax or e-mail to the points of contact listed in Annex II. Shall the request be expressed by telephone; confirmation should then be made by fax or e-mail.

4.2 When requiring assistance of air assets available to the Irish Coast Guard, the French MRCC (CROSS CORSEN, CROSS ETEL) in charge of the operation, or the Maritime Prefect for the Atlantic Region, should send a formal request to the National MOC in Dublin. This request may be addressed by telephone, fax or e-mail to the points of contact listed in Annex II. Shall the request be expressed by telephone; confirmation should then be made by fax or e-mail.

Article 5 – Information and Communication

5.1 In case of a SAR operation involving assets of one of the parties to the benefit of the other, the assisting party should be kept informed at all times about the development of the operation and about the employment of its assets involved.

5.2 The party in charge of the operation is fully responsible for communicating with the media about the operation. The other party is informed of all the details communicated to the media in order to be able to provide the same information to its own national media. The assisting party commits itself not to provide new information to the media without prior agreement from the party responsible for the operation.

Article 6 – Use of assisting SAR units of the other Participant

6.1. The SAR unit assisting the Participant responsible for the overall coordination of the SAR operation is placed under the direction of the SAR mission coordinator.

6.2. This unit is allowed to fly above the territorial sea or territory of the State in charge of the operation and to stopover in any aerodrome without any form of specific formality. The Participant in charge of the operation is to seek all the arrangements necessary in order to simplify this stopover and will transmit all useful information to the concerned unit.

Article 7 – Feedback protocol

7.1. Feedback from the Irish National MOC in charge of a SAR operation involving French assets should be addressed to the COM BREST and to the Maritime Prefect for the Atlantic Region in order to provide them with all appropriate details concerning the operation, the employment of the assisting French assets, and the results achieved.

7.2. Feedback from French MRCC (CROSS CORSEN, CROSS ETEL) in charge of a SAR operation involving Irish assets should be addressed to the Irish NMOC in Dublin and to the Director of the Irish Coast Guard in order to provide them with all appropriate details concerning the operation, the employment of the assisting Irish assets, and the results achieved.

Article 8 - Costs and Claims

8.1. Each participant will bear its own costs of the participating in this Technical Agreement.

8.2. Claims arising out of activities in connection with this technical agreement will be dealt in accordance with the national law of the involved Participants and relevant European Union regulations.

8.3 IRCG shall not be liable to the Maritime Prefect for the Atlantic Region, its servants or agents, for any loss or damage, or consequential loss or damages, to the property of the Maritime Prefect for the Atlantic Region, its servants or agents, by reason of, or on account of, or in any of the circumstances set out in this Agreement, unless due to the wilful misconduct or negligence of IRCG, their servants or agents.

8.4 The Maritime Prefect for the Atlantic Region shall not be liable to the IRCG, its servants or agents, for any loss or damage, or consequential loss or damages, to the property of IRCG, its servants or agents, by reason of, or on account of, or in any of the circumstances set out in this Agreement, unless due to the wilful misconduct or negligence of the Maritime Prefect for the Atlantic Region, their servants or agents.

Article 9 – Legal Status of the Technical Agreement

9.1. This Technical Agreement is not intended to conflict with the national law of the Participants or with international law, and is without prejudice to existing international agreements or arrangements. In case of such conflict, national and/or international law and existing agreements and arrangements between the Participants will prevail. The Participants will notify each other in the event of any conflict arising.

9.2. This Technical Agreement does not constitute a treaty in accordance with the Vienna Convention on the Law of Treaties of 23 May 1969.

Article 10 – Settlement Of Disputes

10.1. Any dispute regarding the interpretation or application of this Technical Agreement will be resolved among the Participants through consultation only and will not be referred to any third party for settlement.

Article 11 - Final Provisions

11.1. This Technical Agreement will come into effect upon the date of the last signature.

11.2. This Technical Agreement may be modified or amended at any time by the Participants only by written amendment.

11.3. This Technical Agreement may be terminated by the mutual consent of the Participants.

11.4. Any Participant may withdraw from the Technical Agreement by giving two weeks written notice to the other Participants, which will take effect on the date of the notice.

11.5. This Technical Agreement will be signed in 2 originals, each in the English and French language, both versions being equally authentic.

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Chris Reynolds
Director of the Irish Coast Guard

VAE Anne-François de Saint-Salvy
Préfet maritime de l'Atlantique

ANNEX 1

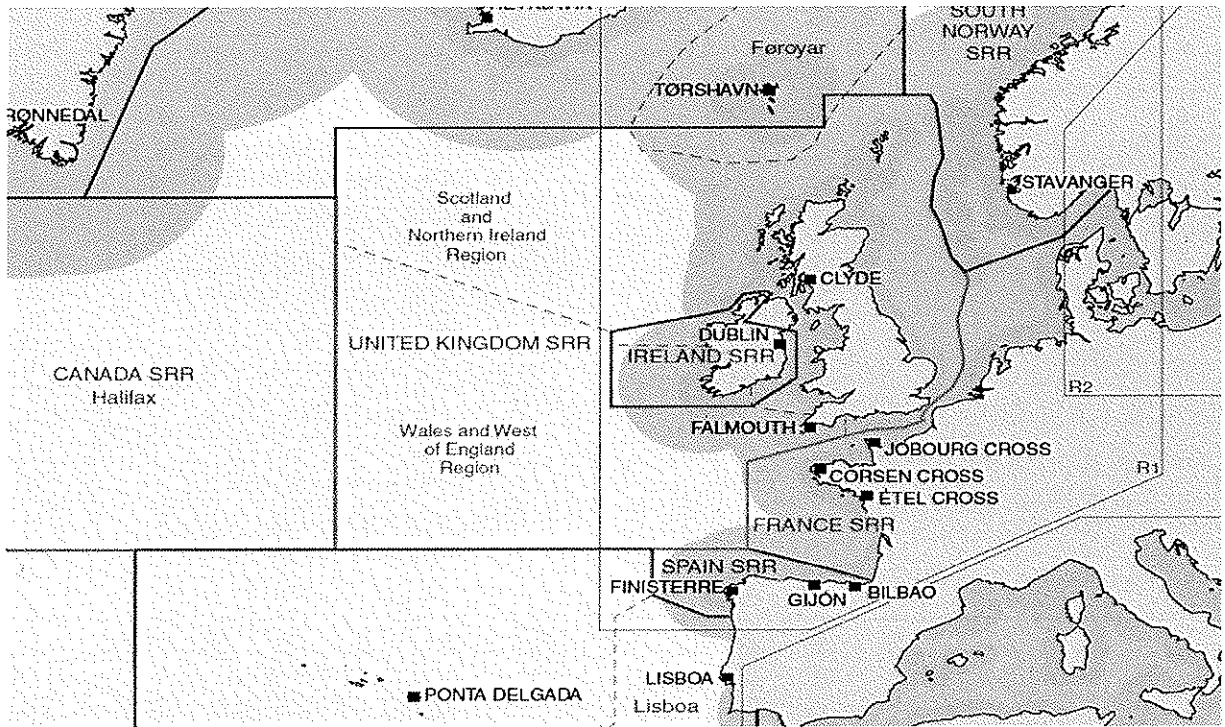
ORGANISATION PROVIDING THE AIRCRAFT	AIRCRAFT/TYPE		BASE/REGION
French Navy	Plane	F 50	Lann-Bihoué
		Atlantique 2	Lann-Bihoué
	Helicopter	EC 225	Lanvéoc
Irish Coast Guard	Plane	CASA¹	-
	Helicopter	Sikorsky S 61 N	-
		Sikorsky S 92 A (post July 2012)	-

¹ This aircraft is an Irish Military asset which can provide SAR assistance only on an 'as available basis' and within the approved operational capabilities of the Irish Defence Forces.

ANNEX II

POINT DE CONTACT	TELEPHONE ET FAX	
COM BREST	Tel	0033 2 98 22 05 36
	Fax	0033 2 98 22 09 45
	E-mail	combrest@premar-atlantique.gouv.fr
CROSS CORSEN	Tel	0033 2 98 14 94 00
	Fax	0033 2 98 89 65 75
	E-mail	corsen.mrcc@equipement.gouv.fr
CROSS ETEL	Tel	0033 2 97 55 35 35
	Fax	0033 2 97 55 49 34
	E-mail	croset-telec@developpement-durable.gouv.fr
IRISH COAST GUARD (Office hours only)	Tel	00353 1 6783454
	Fax	00353 1 6783459
	E-mail	admin@irishcoastguard.ie
National MOC Dublin (24 hour SPOC)	Tel	00353 1 6620922
	Fax	00353 1 6620795
	E-mail	MRCCDublin@irishcoastguard.ie
MRSC Malin (24 hour)	Tel	00353 74 9370103
	Fax	00353 74 9370221
	E-mail	MRSCMalinhead@irishcoastguard.ie
MRSC Valentia (24 hour)	Tel	00353 66 9476109
	Fax	00353 66 9476962
	E-mail	MRSCValentia@irishcoastguard.ie

ANNEX III – SAR Regions



Admiralty List of Radio Signals Vol 5 page 412.