

Appendix P: Memoranda of Understanding

This section provide link to a number of agreements with external parties providing services relating to SAR activities. The Memoranda do not constitute endorsement of any particular system by the National SAR Council or its members.

1. Memorandum of Understanding between the Australian Maritime Safety Authority and International Emergency Response Coordination Centre for Distress Alerting.

Dated 11 Jun 2009

2. Memorandum of Understanding between the Australian Maritime Safety Authority and Thuraya Telecommunications Company for Distress Alerting.

Dated 22 August 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

AUSTRALIAN MARITIME SAFETY AUTHORITY

AND

**INTERNATIONAL EMERGENCY RESPONSE
COORDINATION CENTRE**

FOR

DISTRESS ALERTING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE
AUSTRALIAN MARITIME SAFETY AUTHORITY
AND
INTERNATIONAL EMERGENCY RESPONSE COORDINATION CENTRE
FOR
DISTRESS ALERTING**

The Australian Maritime Safety Authority (AMSA), an Australian statutory authority and the International Emergency Response Coordination Centre (IERCC), an Alerting Post located in the United States of America, (the Parties):

Recognising the importance of effective search and rescue alerting and the need for effective communications during the coordination of a search and rescue operation;

Noting the relevant provisions of the standards and recommended practices contained in Annex 12 to the Convention on International Civil Aviation 1944, the Annex to the International Convention on Maritime Search and Rescue 1979, the International Convention on Safety of Life at Sea 1974, and Article 98 of the United Nations Convention on the Law of the Sea 1982;

Also noting the Australian national search and rescue arrangements as set out in the Australian National Search and Rescue (SAR) Manual and the Australian National SAR Plan;

Further noting that in accordance with the Australian National SAR Manual and Australian National SAR Plan only Australian SAR Authorities can coordinate SAR activity in the Australian search and rescue region (SRR);

Accepting that the SPOT Personal Satellite Messenger device is relatively new to the Australian market and that the distress alerting process to be followed as a result of a distress alert in the Australian SRR requires definition; and

Desiring to establish effective distress alerting and communications for the SPOT device;

Agree the following:

1. IMPLEMENTING AGENCIES

- 1.1 AMSA and IERCC are the agencies that will implement this Memorandum of Understanding (MOU). These agencies have responsibility for the operation of the Australian Rescue Coordination Centre and the International Emergency Response Coordination Centre Alerting Post respectively.
- 1.2 The term 'Rescue Co-ordination Centre' (RCC), means a unit responsible for promoting efficient organisation of search and rescue services and for coordination of the conduct of search and rescue operations within a SRR.

1.3 The RCC and Alerting Post covered by this MOU will be:

- a) For AMSA: RCC Australia
- b) For IERCC: IERCC

2. AUSTRALIAN SEARCH AND RESCUE REGION (SRR)

2.1 The Australian SRR is delineated as follows:

The area bounded on the West by meridian 75°E, on the east by meridian 163°E, extending south to the South Pole and bounded on the north by a line joining 6°S 75°E, 2°S 78°E, 2°S 92°E, 12°S 107°E, 12°S 123°20'E, 9°20'S 126°50'E, 7°S 135°E, 9°50'S 139°40'E, 9°50'S 141°E, 9°37'S 141°01'06"E, 9°08'S 143°53'E, 9°24'S 144°13'E, 12°S 144°E, 12°S 155°E, 14°S 155°E, 14°S 161°15'E, 17°40'S 163°E.

3. SPOT PERSONAL SATELLITE MESSENGER

3.1 The SPOT Personal Satellite Messenger device (SPOT) and its associated service originate from a USA company called SPOT LLC. SPOT is primarily a tracking device which can also send preformatted messages indicating that a person is safe or that they require non-emergency assistance. In addition the user is able to alert an Alerting Post that they are in distress. SPOT LLC has contracted for the provision of around the clock emergency monitoring and response to SPOT users through the IERCC.

4. SPOT EMERGENCY ASSISTANCE ALERTING PROCESS

4.1 A SPOT user will initiate a response by pressing and holding the '911' button on the SPOT device. The device will obtain a GPS fix and send the location and event request via the *Globalstar* satellite system. The emergency assistance request (distress alert) will be relayed to the IERCC.

5. STANDARD OPERATING PROCEDURES

5.1 When a SPOT distress alert is detected from a GPS location within the Australian SRR the following procedures will be followed:

- a) IERCC will confirm that the distress position is within the Australian SRR.
- b) The IERCC SAR Mission Coordinator (SMC) will advise RCC Australia by telephone of the time and location of the SPOT distress alert and any other relevant information including track data for the relevant SPOT unit in GPX format.
- c) RCC Australia is to be the sole Australian point of contact for IERCC unless otherwise authorized by this MOU.

- d) The IERCC will make every effort to determine whether the SPOT distress alert is a false alarm and advise RCC Australia accordingly.
- e) After contact with the SPOT emergency contacts the IERCC SMC will advise RCC Australia by telephone and e-mail of any further information such as an updated position, trip details, medical conditions and number in the group.
- f) RCC Australia will update the IERCC SMC as required by telephone and e-mail.
- g) IERCC will maintain the relationship with the SPOT user's emergency contact list keeping them up to date with SAR progress.
- h) IERCC may continue to receive further information and position updates and these will be advised to RCC Australia as required.
- i) RCC Australia will acknowledge each communication from IERCC to RCC Australia.
- j) Once the person in distress has been located and removed to a place of safety, RCC Australia will advise IERCC by telephone and e-mail.

5.2 Details of RCC Australia and IERCC communications and contact points are set out in Schedule 1. Schedule 1 may be updated by mutual agreement without affecting the parent MOU.

6 OVERALL COORDINATION BY A SAR AUTHORITY OTHER THAN RCC AUSTRALIA

6.1 In accordance with the Australian National SAR Plan, overall coordination of a SAR operation may be transferred from RCC Australia to an Australian State or Territory Police force or service. In such circumstances:

- a) RCC Australia will advise IERCC of the transfer of overall coordination.
- b) RCC Australia will normally retain the communications role with IERCC; however, RCC Australia may authorize direct communications between the Australian State/Territory Police and IERCC if this is the most efficient in the particular circumstances of an operation.
- c) In this case, RCC Australia will advise all communications details which may be required by IERCC and RCC Australia is to be copied on all communications.

7. GEOS PRIVATE SEARCH AND RESCUE MEMBERSHIP

- 7.1 SPOT customers are offered a form of additional cover which can be used to pay for SAR resources.
- 7.2 In many areas of Australia SAR resources are scarce and any attempt at conducting parallel or competing SAR operations could be counter productive and potentially cause confusion.
- 7.3 Both Parties acknowledge and agree that no SAR activity will be sponsored in the Australian SRR without first consulting with, and receiving the approval of, RCC Australia.
- 7.4 Both Parties acknowledge and agree that no SAR activity which might be funded from private SAR cover will be activated by RCC Australia or an Australian State/Territory Police force or service without first consulting with IERCC and receiving approval for the activation of those additional activities from IERCC.
- 7.5 Both Parties recognise that use of resources funded from private SAR cover may improve the outcomes for persons using the SPOT service. The IERCC will provide and manage a timely process for approval of requests for funding of resources from private SAR cover when this is requested by RCC Australia or another SAR coordinating Authority.

8. SAR OPERATIONAL LIABILITIES

- 8.1 Each Party will be responsible for expenses incurred by their own agencies during any SAR operation, unless otherwise agreed under clause 7.
- 8.2 Each Party continues to be subject to its national laws and this MOU does not:
 - a) create any legal obligations
 - b) create any legal relationship between the parties
 - c) relieve either Party of its liability in any form or transfer that liability from one Party to the other.

9. USE OF AMSA NAME AND LOGO

- 9.1 AMSA is not, by this MOU, endorsing the SPOT device or the IERCC service and does not permit, unless otherwise authorised in writing, the use of its name or logo.

10. REVIEW AND AMENDMENT

- 10.1 The Parties agree that ongoing dialogue will be facilitated as required to give effect to this MOU. The responsible officers are as identified in Schedule 1.
- 10.2 This MOU may be amended by mutual decision of the Parties by exchange of letters.

11 SETTLEMENT OF DISPUTES

11.1 Any disputes between the Parties arising out of the interpretation or implementation of this MOU will be settled amicably by consultation between the Parties.

12. COMMENCEMENT AND DURATION

12.1 This MOU will come into effect on signature of both Parties.

12.2 This MOU may be terminated at any time by mutual consent or by either Party upon giving ninety (90) days notice in writing.

In witness whereof the undersigned, being duly authorised by their respective agencies, conclude this MOU.

GENERAL MANAGER
EMERGENCY RESPONSE DIVISION
AUSTRALIAN MARITIME
SAFETY AUTHORITY

Signed in duplicate This day of , 2009

MARK GARVER
VICE PRESIDENT OPERATIONS
INTERNATIONAL EMERGENCY RESPONSE
COORDINATION CENTRE

Signed in duplicate This day of , 2009

Communications and Contact Details

Australian Maritime Safety Authority

Contact point for issues related to this MOU:

Colin Barr
Planning and Business Support Manager
Emergency Response Division
Australian Maritime Safety Authority
Level 3, 25 Constitution Avenue
Canberra, ACT 2601

Postal Address:
Planning and Business Support Manager
Emergency Response Division
Australian Maritime Safety Authority
GPO Box 2181
Canberra ACT 2601

Contact point for operations:

RCC Australia

Phone: +61 2 6230 6811
Fax: +61 2 6230 6868
E-mail: rccaus@amsa.gov.au

GEOS Guidry Response, LLC

Contact point for issues related to this MOU:

Mark Garver
Vice President Operations IERCC
550 Club Drive, Suite 330, Montgomery
Texas, 77316
United States of America
mgarver@geos911.com

Contact point for operations:

IERCC

Phone: + 1 936 582 3190
E-mail: dutyofficer@geosguidryresponse.com



Australian Government

Australian Maritime Safety Authority

THURAYA 
stay close

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

AUSTRALIAN MARITIME SAFETY AUTHORITY

AND

THURAYA TELECOMMUNICATIONS COMPANY

FOR

DISTRESS ALERTING

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE
AUSTRALIAN MARITIME SAFETY AUTHORITY
AND
THURAYA TELECOMMUNICATIONS COMPANY
FOR
DISTRESS ALERTING

The **Australian Maritime Safety Authority (AMSA)**, an Australian statutory authority and **Thuraya Telecommunications Company ("Thuraya")**, a private joint stock company, existing under the laws of the United Arab Emirates, having a principal place of business at Etisalat Head Office Building –A, at the intersection of Sheikh Zayed the 1st and Sheikh Rashid Bin Saeed Al Maktoum Road (Airport Road) of PO Box 33344, Abu Dhabi, United Arab Emirates.

Thuraya and AMSA hereinafter collectively called the "Parties", and or individually called the "Party".

Recognizing the importance of effective search and rescue alerting and the need for effective communications during the coordination of a search and rescue operation;

Noting the relevant provisions of the standards and recommended practices contained in Annex 12 to the Convention on International Civil Aviation 1944, the Annex to the International Convention on Maritime Search and Rescue, 1979, the International Convention for the Safety of Life at Sea 1974, and Article 98 of the United Nations Convention on the Law of the Sea 1982;

Also noting the Australian national search and rescue arrangements as set out in the Australian National Search and Rescue (SAR) Manual and the Australian National SAR Plan;

Further noting that in accordance with the Australian National SAR Manual and Australian National SAR Plan, only Australian SAR Authorities can coordinate SAR activity in the Australian search and rescue region (SRR);

Accepting Thuraya runs and operates the Thuraya Satellite Network to provide telecommunications products and services in the coverage area of the Thuraya Satellite System; and

Desiring to establish and provide effective distress alerting for Thuraya subscribers in Australia via the Thuraya network, subject to the terms and conditions of this Memorandum of Understanding (MOU).

Agree the following:

1. IMPLEMENTING AGENCIES

- 1.1 AMSA and Thuraya are the agencies that will implement this MOU. These agencies have responsibility for the operation of the Australian Rescue Coordination Centre and the Thuraya Communications Network respectively.
- 1.2 The term 'Rescue Co-ordination Centre' (RCC), means a unit responsible for promoting efficient organization of search and rescue services and for coordination of the conduct of search and rescue operations within a search and rescue region.
- 1.3 The RCC and Communications Centre covered by this MOU will be:
- a) For AMSA: RCC Australia
 - b) For Thuraya Telecommunications: Thuraya Message Dispatch Centre

2. AUSTRALIAN SEARCH AND RESCUE REGION

- 2.1 The Australian Search and Rescue Region is delineated as follows:

The area bounded on the West by meridian 75°E, on the east by meridian 163°E, extending south to the South Pole and bounded on the north by a line joining 6°S 75°E, 2°S 78°E, 2°S 92°E, 12°S 107°E, 12°S 123°20'E, 9°20'S 126°50'E, 7°S 135°E, 9°50'S 139°40'E, 9°50'S 141°E, 9°37'S 141°01'06"E, 9°08'S 143°53'E, 9°24'S 144°13'E, 12°S 144°E, 12°S 155°E, 14°S 155°E, 14°S 161°15'E, 17°40'S 163°E.

3. HANDLING OF ALERTS INITIATED FROM A THURAYA DEVICE

- 3.1 AMSA is responsible for the operation of Rescue Coordination Centre, Australia (RCC Australia) and shall have all licenses necessary to provide the service as per this MOU.
- 3.2 The Thuraya subscriber will initiate an emergency call by pressing and holding the 'special button' or activating a special function on the Thuraya device. The device will then obtain a GPS fix and send the location and event request via the Thuraya satellite system.
- 3.3 Thuraya will be responsible for immediately dispatching by email, from its Message Dispatch Centre, the emergency assistance request (distress alert) to RCC Australia for necessary support and action. Examples of the messages can be found in Annex A.
- 3.4 Immediately following the dispatch of the distress alert, the Thuraya message dispatch centre will contact RCC Australia, by telephone, to confirm RCC Australia has received the distress alert.

- 3.5 When the Thuraya distress message dispatch centre receives additional information and location updates they will send the information to RCC Australia via email.
- 3.6 RCC Australia is the sole Australian point of contact for Thuraya unless agreed by the Parties for the distress alert to be sent to another location. Furthermore, the subscriber may program their unit to send the same alert to other destinations in addition to RCC Australia.
- 3.7 RCC Australia will advise Thuraya by telephone and e-mail once the person in distress has been located and removed to a place of safety.
- 3.8 In accordance with the Australian National SAR Plan, overall coordination of a SAR operation may be transferred from RCC Australia to an Australian State or Territory Police force or service. In such circumstances, RCC Australia will inform Thuraya of the transfer of overall coordination.
- 3.9 Each Party will be responsible for their own expenses incurred during the preparation and execution of this MOU, unless otherwise agreed.

4 REQUEST FROM AMSA (RCC AUSTRALIA) FOR INFORMATION FROM THURAYA

- 4.1 When RCC Australia is coordinating a response to a distress incident where the vessel or persons are known to have a Thuraya device, RCC Australia may request Thuraya to provide information about the subscriber that is available in the Thuraya database.
- 4.2 The request will be submitted via the template attached at Annex B.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 "Intellectual Property" as used here, means all inventions, discoveries and improvements and all technical data (including but not limited to, engineering and manufacturing drawings, specifications, process information, technical reports) and all computer software and related documentation. Intellectual Property also includes all common law and statutory rights to the foregoing (including but not limited to, patents, copyrights and the like).
- 5.2 AMSA is not, by this MOU, endorsing the Thuraya device or the Thuraya services and does not permit, unless otherwise authorised in writing, the use of its name or logo in any advertising material, editorial or presentation.
- 5.3 Each Party shall continue to own its respective Intellectual Property Rights.

6. CONFIDENTIALITY

- 6.1 The Parties agree that all aspects of the contents of the MOU shall be treated as confidential and that no information in respect to the content of the MOU shall be disclosed

without the prior written consent of the Parties except as necessary to implement the MOU and inform the subscribers.

7. ALTERATION AND AMENDMENT

7.1 The Parties agree that ongoing dialogue will be facilitated as required to give effect to this MOU. The responsible officers are identified in Schedule 1.

7.2 This MOU may be amended by mutual agreement of the Parties and the amendment will be valid if made in writing and signed by the Parties.

8. ASSIGNMENT AND SUB-CONTRACTING

8.1 Neither Party shall be entitled to assign or sub-contract any of its rights granted under this MOU to any third parties.

9. SAR OPERATIONAL LIABILITIES

9.1 Each Party will be responsible for expenses incurred by their own agencies during any SAR operation, unless otherwise agreed under clause 7.

9.2 Each Party continues to be subject to their own national laws and this MOU does not:

- a) create any legal obligations
- b) create any legal relationships between the Parties, nor
- c) relieve either Party of their liability in any form or transfer that liability from one Party to the other.

10. SETTLEMENT OF DISPUTES

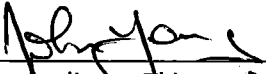
10.1 Any disputes between the Parties arising out of the interpretation or implementation of this MOU will be settled amicably by consultation between the Parties.

11. COMMENCEMENT AND DURATION


11.1 This MOU will come into effect on signature of both Parties.

11.2 This MOU may be terminated at any time by mutual consent or by either Party upon giving ninety (90) days notice, in writing.

IN WITNESS HEREOF, the undersigned, being duly authorised by the Parties, conclude this MOU on the date signed below.


Signed in duplicate, This 23rd day of August, 2010

General Manager
Emergency Response Division
Australian Maritime Safety Authority


Signed in duplicate, This 22nd day of September, 2010

Yousuf Al Sayed,
Chief Executive Officer
Thuraya Telecommunications Company

Annexes:

- A: Examples of messages from Thuraya to RCC Australia
- B: Request for Satellite Phone Trace Records template

Schedule:

1. Communication and Contact details



Example 1: email message sent to AMSA regarding subscribers using Thuraya device

MSISDN 8821622771081 (*subscriber number*)
Latitude: 35°47'04.52"S
Longitude: 152°38'07.08"E
Request Received: 2010-05-31 04:04:14 UTC (*time received at the server*)
Ref:1883643 (*internally generated by Thuraya*)
Customer Name: *As available in the database*
Customer Add: *As available in the database*
SP Name: *As available in the database*
Country: *As available in the database*

Example 2: email message sent to AMSA regarding the subscribers using Thuraya Marine terminals

MSISDN 8821622771081
Latitude: 35°47'04.52"S
Longitude: 152°38'07.08"E
Ship Name: (*as available in the database*)
Ship speed: 0.00 knots
Request Received:2010-05-31 04:04:14 UTC
Ref:1883643
Customer Name: *As available in the database*
Customer Add: *As available in the database*
SP Name: *As available in the database*
Country: *As available in the database*

Call Details

Displayed in the following format:

Date:	UTC:	Called number:	Duration of call:
DD/MM/YY	HH:MM:SS	+61262795743	HH:MM:SS



Request for Satellite Phone Trace Records

To: THURAYA TELECOMMUNICATIONS COMPANY

Fax: +97168828484

Email: customer_care@thuraya.com

From:

Fax: 1800622153

Ref:

Phone: 1800815257

Email: rccaus@amsa.gov.au

I _____ on behalf of RCC Australia hereby formally *request Thuraya Satellite phone trace records* for a potential life threatening situation relating to the Search and Rescue action for _____ (details of incident and location) to _____ (Name of receiving authority) with effect _____ (Date / Local Time)

DETAILS

MOBILE NUMBER	DURATION (FROM – TO) UTC Time	ADDITIONAL INFORMATION
	to	
	to	
	to	

Please supply positional data in the form of Latitude and Longitude (degrees, minutes, decimals) and time of calls in GMT (UTC). Please return email to rccaus@amsa.gov.au

(Signature)

(Title)

(Date)



Communication and Contact Details

Any notice, demand or other communications given or made under the provisions of this MOU shall be in writing and shall be delivered to the relevant Party or sent by first class prepaid courier service to the address of that Party or to that Party's facsimile transmission number set out below, or such other address or number as may be notified by that Party from time to time for this purpose.

<i>In case of Thuraya to</i>	<i>In case of Australian Maritime Safety Authority</i>
<p>Goutham Kumar Sunkara <i>PLMO</i> Thuraya Telecommunications Company Thuraya Telecom Bldg Dubai United Arab Emirates.</p> <p>Postal Address PO Box 283333, Dubai, UAE</p> <p>Contact point for operations: Thuraya Call Center From Thuraya network: 100 From other networks: +88216 100 100 Fax: +971 6 8828444 Email: Customer.Care@thuraya.com</p>	<p>Colin Barr Planning and Business Support Manager Emergency Response Division Australian Maritime Safety Authority Level 2, 82 Northbourne Avenue Braddon, ACT 2612</p> <p>Postal Address GPO Box 2181 Canberra ACT 2601</p> <p>Contact point for operations: RCC Australia Phone: +61 2 6230 6811 Fax: +61 2 6230 6868 E-mail: rccaus@amsa.gov.au</p>

