AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS

ON

THE COORDINATION OF AERONAUTICAL AND MARITIME SEARCH AND RESCUE SERVICES

The Government of the State of Israel and the Government of the Republic of Cyprus, (hereinafter referred to collectively as "the Parties" and individually as "the Party");

RECOGNISING the importance of cooperation in Aeronautical and Maritime Search and Rescue (SAR) and the need to ensure expeditious and effective search and rescue services on and over the sea;

NOTING the provisions of the International Convention on Safety of Life at Sea, 1974, as amended, and the standards and recommended practices contained in Annex 12 of the Convention on International Civil Aviation, 1944, as amended, in relation to search and rescue, as well as those contained in the Annex to the International Convention on Maritime Search and Rescue, 1979, as amended, and with due regard to the national legislation of each Party;

HAVE AGREED as follows:

Article 1

Competent Authorities and Rescue Coordination Centres

(1) The Competent Authorities of the Parties for this Agreement are:

(a) For the Republic of Cyprus, the Ministry of Communications and Works; and

(b) For the State of Israel, the Ministry of Transport, National Infrastructure and Road Safety.

(2) The Rescue Coordination Centre (RCCs) of the Parties involved in the implementation of the SAR operational aspects of this Agreement are:

(a) For the Republic of Cyprus, the Larnaca Joint Rescue Coordination Centre; and

(b) For the State of Israel, the Haifa Rescue Coordination Centre.

(3) In this Agreement the term:

"*Rescue Coordination Centre (RCC)*" covers the term Maritime Rescue Coordination Centre and/or Aeronautical Rescue Coordination Centre and/or Joint Rescue Coordination Centre; and

"*craft*" covers every maritime and aviation craft.

Article 2

Search and Rescue Regions

(1) The Search and Rescue Regions (SRRs) of the Parties are determined as follows:

(a) For the Republic of Cyprus, the Nicosia Flight Information Region; and

(b) For the State of Israel, the Tel Aviv Flight Information Region,

as defined in the Air Navigation Plan for the European Region of the International Civil Aviation Organization (ICAO Doc. 7754).

(2) The delimitation of SRRs is not related to and shall not prejudice the delimitation of any boundary between the Parties.

Article 3

Scope of this Agreement

Both Parties agree to cooperate in the following areas through their respective RCCs:

(a) Assist each other, to the extent possible, in the conduct of SAR missions in their respective SRRs and across the common SRRs boundary;

(b) Authorise their RCCs to request assistance from the RCC of the other Party and to provide all pertinent information of the distress situation and the scope of assistance required;

(c) Authorise their RCCs to promptly respond to distress calls and requests for assistance from the RCC of the other Party;

(d) Develop procedures and communications appropriate for coordination among facilities of both Parties responding to the same distress incident and for coordination between the RCCs of the Parties;

(e) Apply, to the extent possible, the guidance of the International Aeronautical and Maritime Search and Rescue (IAMSAR) Manual, as amended, regarding SAR operational procedures and communications;

(f) Cooperate to establish agreed procedures regarding entry of various types of SAR units into the SRR of the other Party, solely for SAR operation, including operational needs of the SAR units as defined by the RCC;

(g) Exchange information on current SAR resources available to ensure mutual knowledge of each other's SAR capabilities;

(h) Exchange useful SAR operational and procedural documents to help promote mutual understanding and common procedures;

(i) Conduct communications checks between their respective RCCs at least once per calendar month, to ensure the efficiency and effectiveness of the SAR communications links;

(j) Conduct periodic SAR exercises to test their ability to coordinate a SAR response in and across their SRRs;

(k) Exchange visits of, and organise joint training for, the RCC personnel of both Parties; and

(l) Establish a SAR committee as a means for on-going cooperation and for improving the effectiveness of their SAR services.

Article 4

Standard Operating Procedures for the Rescue Coordination Centres

Both Parties agree in relation to:

(a) The determination of the responsible RCC that:

The RCC responsible for initiating SAR action shall be determined as follows:

(1) When the position of the craft and/or persons in distress or needing assistance is known, action will be initiated by the RCC in whose SRR the craft and/or persons are located; or

(2) When the position of the craft and/or persons is unknown, SAR action will be initiated by the RCC, which first becomes aware that the craft and/or persons may need assistance. The RCC initiating a SAR operation will remain in charge of the SAR mission until the responsible RCC takes over. The responsible RCC will be either:

(i) The RCC in whose SRR the craft was operating and/or persons were located when the last contact with them was made; or

(ii) The RCC into whose SRR the craft and/or persons were proceeding when the last contact with them was made near or on the common SRRs boundary;

(b) The transferring of the coordination responsibility that:

When a transfer of responsibility for SAR coordination is to take place, either from the subsequent establishment of the craft's and/or persons' position or movement, or because an RCC other than the one initiating the action is more favourably placed to assume control of the SAR mission by reason of better communications, proximity to the search area, more readily available SAR units, or any other reasons, the following procedures will be adopted:

(1) Direct communication will be conducted between the Search and Rescue Mission Coordinators (SMCs) concerned, to determine the best course of action;

(2) If it is decided that a transfer of responsibility is appropriate for the whole SAR mission or part thereof, full details of the previous action taken up to that time will be exchanged;

(3) The details to be provided in the process of transfer of responsibility between RCCs will be as follows:

(i) Date and time of transfer;
(ii) From RCC;
(iii) To RCC;
(iv) Identity of casualty;
(v) Position;
(vi) Number of persons in distress;
(vii) Description of casualty;
(viii) Weather on scene;
(ix) Initial action taken;
(x) Areas already searched;
(xi) Alerted units;
(xii) Current/present search in sub-areas;
(xiii) Endurance of existing SAR units on scene;
(xiv) Availability of SAR units on scene (hours/days);
(xv) Communication plan; and
(xvi) Confirmation that all participating SAR units have been advised of the transfer of the responsibility; and

(4) The initiating RCC will retain responsibility until the accepting RCC formally advises the initiating RCC that it has assumed responsibility for the agreed SAR coordination;

(c) SAR missions in the SRR of the other Party that:

(1) When it becomes necessary for an RCC to deploy SAR units into the SRR of the other Party, its SMC will, to the extent possible, immediately deploy such units for the SAR mission. Simultaneously the RCC of the other Party will be advised by written message providing, as appropriate, the following SAR mission pertinent information:

(i) SAR mission identification;
(ii) SAR units identification and type;
(iii) Call signs and/or names;
(iv) Point of departure, route and destination, if necessary;
(v) Assigned tasks;
(vi) Number of persons on board available for the SAR mission;
(vii) Communications frequencies in use;

(viii) Equipment carried;
(ix) Range and endurance; and
(x) Plans for return to base after SAR tasks, if necessary; and

(2) The SMC at RCC of the other Party will, on receipt of the written message, send an acknowledgment to the initiating RCC and indicate the conditions, if any, under which the intended SAR mission is to be undertaken. All possible assistance will be rendered to enable the SAR mission to be carried out successfully;

(d) The promulgation of search areas that:

When the responsible RCC has been determined in accordance with Articles 4(a) and 4(b), that RCC will determine the area of probability and establish the search area or areas. The responsible RCC and the RCC of the other Party will, if appropriate, arrange for the promulgation of a Notice to Airmen (NOTAM) defining the search area or areas within their respective SRRs and will issue any necessary Maritime Safety Information (MSI) to shipping; and

(e) The liaison during a SAR mission that:

During the course of a SAR mission, the RCCs will maintain close liaison in order to ensure the smooth and successful execution of the SAR mission. The RCC responsible for overall SAR coordination will keep the RCC of the other Party informed at regular intervals of the number of SAR units involved in the SAR mission, areas to be searched, actions taken to date, and the decision to suspend or terminate the SAR mission. This notification will take the form of situation reports (SITREPs) issued every three hours daily or at any time of significant change to the situation. Direct discussion between the SMCs of both RCCs will be undertaken whenever necessary.

Article 5

Use of other Party's SAR Units and Facilities

Both Parties agree that:

(a) SAR units assigned by one Party to the RCC of the other Party, which is responsible for the overall coordination of the SAR mission, will receive instructions from the relevant SMC for the period of their assignment. As far as direct communications are possible, unless alternative arrangements are made, the coordinating RCC will send directly to the SAR unit all instructions and information relevant to the operation and the SAR mission requested. The SAR unit will report directly to the coordinating RCC;

(b) The RCC of the Party requesting assistance in the form of SAR units or facilities of the other Party will provide all pertinent details of the type and scope of the assistance or facilities required;

(c) The requesting RCC will provide full briefing, directly to each SAR unit that has been made available, on the scope of its SAR mission before the unit enters the requesting RCCs SRR;

(d) A SAR unit of a Party participating in a SAR operation coordinated by the RCC of the other Party will upon the full briefing and without special request be authorised to enter into or over the SRR of the latter Party. Except if the RCC in overall coordination already has accurate information about the position of this unit, the SAR unit will notify this RCC prior to entering the SRR for which the latter is responsible with the time and position of its entry into the SRR of the other Party;

(e) Entry of a SAR unit of one Party into the territorial sea of the other Party shall be subject to the laws and regulations of the other Party; and

(f) A SAR unit of a Party participating in a SAR operation coordinated by the RCC of the other Party will be authorised to call, if it requests so, into appropriate ports or aerodromes of the latter Party that are open to international shipping or aviation, respectively, or any other appropriate location, as authorised by the latter Party, provided:

(1) the name and identification details of each of the members of the personnel of the SAR unit, including the numbers of their passports and other documents issued to them by the first Party enabling their identification are submitted to the RCC of the other Party prior to the arrival of the SAR unit; and

(2) each member of the personnel of the SAR unit presents upon arrival his/her passport or the document issued to him/her by the first Party enabling his/her identification and provided his/her name was included in those submitted to the RCC of the other Party.

The RCC of the other Party will make the necessary arrangements with public and other services of that Party in order to facilitate this call and will transmit any relevant information to the SAR unit involved.

Article 6

First-aid Medical Services

Each Party will provide to the other Party's SAR personnel, free of charge, first-aid medical services whilst staying in its territory for the purposes of a SAR mission.

Article 7

Search and Rescue and Investigation Procedures

(1) Any accident or incident occurring in the SRR of a Party during a SAR mission will be investigated in accordance with that Party's legislation and procedures on safety investigations and reporting of accidents and/or incidents.

(2) In case an accident and/or incident occurs in the SSR of one of the Parties and it involves a SAR unit or SAR personnel of the other Party:

(a) The accident and/or incident shall be immediately reported to the RCC of the other Party;

(b) The representatives of other Party shall be allowed to participate in the related safety investigations; and

(c) The Investigation Report, in such cases, shall be confidential and privileged for both Parties and its disclosure to any third party shall be subject to the consent of both Parties.

(3) In case of a fatal accident involving the SAR personnel of one of the Parties, both Parties shall be entitled to participate in the searching and gathering of the corpse or the remains. In addition, a post mortem examination shall not be carried out without the prior approval of the Party in whose employment or service the deceased was or were.

Article 8

Waiver of Claims

In case of damages to property, injuries or deaths which are caused due to the SAR mission, each Party shall waive all civil claims and criminal proceedings against the other Party or its personnel.

Article 9

Military SAR Units

Nothing in this Agreement shall constitute an obligation to transfer classified or sensitive military information of one Party to the other Party, or to subject military units of one Party to the other Party's command or control.

Article 10

SAR Operational Expenses

Each Party will be responsible for expenses incurred by its own SAR units deployed during a SAR mission.

Article 11

Recovery of supplies and equipment

Recovery of re-usable supplies and survival equipment will be arranged between the respective RCCs. When practicable, recovered items will be returned to their owners unless other arrangements for their disposal are mutually determined by the respective RCCs in specific instances.

Article 12

Other Treaties

Nothing in this Agreement shall affect in any way the rights and obligations of the Parties arising from other treaties or under customary international law.

Article 13

Settlement of Disputes

(1) Any dispute concerning interpretation and/or application of this Agreement shall be settled by means of direct negotiations between the Competent Authorities of the Parties.

(2) In case the abovementioned authorities do not reach an agreement, the dispute shall be settled through diplomatic channels.

Article 14

Amendments

(1) This Agreement may be amended by mutual consent of the Parties expressed in writing and communicated through diplomatic channels.

(2) Any such amendment shall enter into force in accordance with the procedures set forth in Article 15(1).

Article 15

Entry into force and Termination

(1) This Agreement shall enter into force thirty (30) days after the receipt of the second of the Diplomatic Notes by which the Parties notify each other that their internal legal procedures for its entry into force have been completed.

(2) This Agreement may be terminated, at any time, by mutual consent of the Parties, or by either Party upon giving a ninety (90) days notice to the other Party, in both cases expressed in writing and communicated through diplomatic channels.

(3) The Secretary-General of the International Maritime Organisation will be notified of this Agreement.

This Agreement is done in two originals in the English, Greek and Hebrew languages, each text being equally authentic. In case of divergence in the interpretation, the English text shall prevail.

In witness thereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE in Nicosia this 16 day of February of the year 2012, which corresponds to the 23rd day of Shvat of the year 5772 in the Hebrew calendar.

For
the Government of
the State of Israel

For
the Government of
the Republic of Cyprus