



BEA

**Memorandum of Understanding
N° 31384**

between

**The Bureau d'Enquêtes
et d'Analyses
pour la sécurité de l'aviation civile
(BEA - France)**

and

The European Community



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU D'ENQUETES ET D'ANALYSES POUR LA SECURITE DE
L'AVIATION CIVILE (BEA)

AND

THE EUROPEAN COMMUNITY

The Bureau d'Enquêtes et d'Analyses pour la sécurité de l'Aviation Civile (hereinafter referred to as "BEA") located in bâtiment 153, 200 rue de Paris, aéroport du Bourget, 93352 Le Bourget cedex (France)

On the one part,

and

The European Community, represented by the European Commission, represented for the purpose of signing this Memorandum of Understanding by Mr. Stephan Lechner, Director of the Institute for the Protection and Security of the Citizen of the Joint Research Centre, hereinafter referred to as "JRC-IPSC", located in Via E. Fermi, 2749 – 21027 Ispra (Italy) ,

On the other part,

Hereinafter referred to individually as 'the Party' or collectively as 'the Parties';





Having regard to the provisions of Annex 13 of the Convention on International Civil Aviation, Aircraft Accident and Incident Investigation;

Having regard to Directive 94/56/EC of the Council of the European Union establishing the fundamental principles governing the investigation of civil aviation accidents and incidents;

Having regard to Directive 2003/42/EC of the European Parliament and of the Council on occurrence reporting in civil aviation;

Having regard to the Regulations of the Commission of the European Communities (EC) 1330/2007 laying down implementing rules for the dissemination to interested parties of information on civil aviation occurrences and (EC) 1321/2007 laying down implementing rules for the integration into a central repository of information on civil aviation occurrences;

Considering that the JRC-IPSC has developed an information system system, ECCAIRS (European Co-ordination Centre for Accident and Incident Reporting Systems), which supports the implementation of EU Directives 94/56/EC and 2003/42/EC and Regulations 1321/2007 and 1330/2007

Considering that the BEA is the authority responsible for technical investigations (i.e. ICAO type investigations) into civil aviation accidents and incidents that involve France; that the BEA operates throughout the world and provides technical assistance to many countries; that the BEA plans to be involved in Maritime and Rail investigations in the near future;

Considering that the mission of ECCAIRS is to “assist National and European transport authorities and accident investigation bodies in collecting, sharing and analysing their safety information in order to improve public transport safety”;

Considering that ECCAIRS will enlarge its activities by re-applying its approach in the other public transport domains: Maritime and Rail. During 2008-2009, the transport mode independent software (ECCAIRS Common Framework) will be deployed in each of the three public transport domains in close collaboration with three European transport agencies: EASA, EMSA and ERA;

Considering that ECCAIRS was initially based on ICAO’s ADREP 1987 and then implemented ICAO’s ADREP 2000 taxonomy with ECCAIRS release 4;

Considering that the BEA has always contributed to the ICAO ADREP study group;

Considering that on 1 January 2004, the ADREP 2000 taxonomy became operational when ICAO and the BEA simultaneously started using ECCAIRS 4 to manage occurrence reporting and exchange safety data;

Considering that the BEA decided to place ECCAIRS at the centre of its activity¹;

Considering that the JRC-IPSC made ECCAIRS available to the rest of the community in English, French and German. During 2009 a Spanish translation, developed by the BEA, will be added;

Considering that the JRC-IPSC has always supported the BEA during software evaluations and various project developments;

¹ An increasing number of information systems have been connected to the main ECCAIRS repository. To achieve this, the BEA developed software components and other functionalities to enhance safety analyses. It also created the French dictionary that translates the whole ADREP taxonomy and ECCAIRS system into French.





Considering that in Europe, the BEA took a leading role in pulling together ECCAIRS activities within the region and started building up public acceptance of the ECCAIRS Reporting System within the aviation community;

Considering that the BEA has supported the JRC-IPSC in end-user (investigators) training courses by providing experts or organising sessions on its premises;

Therefore have reached the following understanding:

ARTICLE 1 – Objective of the agreement

- 1.1 This Memorandum of Understanding has the objective to foster the working relationships developed over the years between the BEA and the JRC-IPSC, who share a common vision of improving air safety by exchanging and analysing safety data.
- 1.2 In order to achieve the objectives of this Memorandum of Understanding the Parties agree to work on several activities, which are listed in the following articles. This list is not exhaustive. The absence of a specific topic listed herein shall not prevent both Parties from working together on such a topic.

ARTICLE 2 – Development and Testing of new Functionalities/tools (e.g. Maritime version)

- 2.1 The BEA will endeavour to test and evaluate new products developed by the JRC-IPSC within the scope of its activities. If this encompasses Maritime investigations, it will naturally adopt the Maritime version and develop around it. This approach will be extended to other modes, wherever they are within the scope of responsibilities of both Parties (e.g. Rail).
- 2.2 The JRC-IPSC will endeavour to take on board the feedback provided by the BEA.

ARTICLE 3 – Voluntary Reporting

- 3.1 The BEA operates a confidential reporting system (the REC), which is based on voluntary reporting. When the positive factors are incorporated into release 4.3, the BEA will endeavour to transfer the content of its REC database into ECCAIRS.
- 3.2 The JRC-IPSC will endeavour to facilitate the conversion process.

ARTICLE 4 – Development and Maintenance of the ADREP French and Spanish Dictionaries

- 4.1 The BEA developed and has been maintaining the French version of the ECCAIRS Aviation dictionary. It will endeavour to keep ensuring regular updates.
- 4.2 The BEA has invested in developing a Spanish dictionary for investigation needs. It will also naturally facilitate data exchanges with Spanish-speaking countries.
- 4.3 The JRC-IPSC will endeavour to provide tools to facilitate the management of dictionaries.





ARTICLE 5 – Data Consistency and Procedures

- 5.1 Both organisations agree that data quality and data consistency are paramount for sound safety analyses. Both Parties agree that they will develop and implement in and around ECCAIRS procedures to improve data.
- 5.2 Release 4.3 will allow organisations to develop their own interfaces. The BEA will endeavour to develop templates and profiles based on occurrence categories.
- 5.3 The JRC-IPSC will endeavour to disseminate them through the ECCAIRS portal or by directly including them in software releases.

ARTICLE 6 – Training

- 6.1 The BEA will endeavour to keep supporting the JRC-IPSC in end-user (investigators) training courses by providing experts or organising sessions on its premises.
- 6.2 The JRC-IPSC is planning other types of courses in the future, covering the advanced usage of ECCAIRS release 4.3 and including the configuration and customisation of the user interface (Section Designer and View Designer applications).
- 6.3 The BEA will endeavour to keep supporting the JRC-IPSC in such courses as well.

ARTICLE 7 – Safety Culture and web based data access

- 7.1 Both Parties agree that a safety culture is necessary to implement reporting systems and facilitate data dissemination. The JRC-IPSC developed the ECCAIRS tools, which allows safety data to be made available on the Internet.
- 7.2 The BEA operates ECCAIRS and will continue using it as a mean to disseminate safety data through its website.
- 7.3 The JRC-IPSC will endeavour to provide technical support on this tool and to consider the feedback provided by the BEA

ARTICLE 8 – ECCAIRS Promotion

- 8.1 Through its contacts with worldwide safety organisations, the BEA will keep promoting the ECCAIRS system as a common tool to exchange and analyse safety data.

ARTICLE 9 – Relations with ICAO

- 9.1 The Parties will cooperate on common ICAO matters related to taxonomy developments and training.

ARTICLE 10 – Risk Assessment and Methodologies

- 10.1 The BEA will keep developing risk assessment and related methodologies. The research results will be shared with the JRC-IPSC.





- 10.2 The JRC-IPSC will endeavour to study the feasibility of some applications for a broader or more systematic use. This includes tools such as text mining techniques or application of lessons learned for severity assessment.

ARTICLE 11 – Exchange of Staff

- 11.1 The BEA has delegated an expert to the JRC-IPSC to support:
- the development of a safety recommendation database compatible with ECCAIRS and
 - the transition to Release 4.3 which includes a new taxonomy structure.

- 11.2 Both Parties will endeavour to promote this type of cooperation within Europe.

ARTICLE 12 – Data Conversion for Release 4.3

- 12.1 The latest ADREP 2000 taxonomy revision (2008) represents a major step with many new fields and a substantial change of data structure. As BEA experts have been involved in ICAO ADREP taxonomy evolutions, the BEA will endeavour to support the JRC-IPSC in data conversion for the integration of occurrences into Release 4.3.

ARTICLE 13 – Liability

- 13.1 Any loss, damage or injury suffered by one Party, in connection with the performance of this agreement, shall be borne exclusively by it.

ARTICLE 14 – Management

- 14.1 The BEA and JRC-IPSC shall each designate a point of contact, from the JRC-IPSC ECCAIRS Project Management and from the BEA, to serve as co-ordinator with responsibility for joint activities. The co-ordinators may nominate other staff members to represent them or to attend meetings.
- 14.2 Correspondence between the Parties on all practical matters related to this Memorandum shall be between the co-ordinators.
- 14.3 Parties will, if necessary, hold meetings to consider the progress of cooperation activities in accordance with this Memorandum.

ARTICLE 15 - Funds

- 15.1 Except where otherwise specifically agreed by the parties in a separate agreement, each Party shall bear the cost of any expenditure it incurs relating to the performance of its own tasks under this agreement.
- 15.2 This MoU does not establish legally binding obligations on the part of any of its signatories. All activities undertaken by the Parties in the framework of this MoU are subject to the availability of appropriate funds.

ARTICLE 16 - Confidentiality

- 16.1.1 Each Party undertakes to keep confidential any information, document or other material communicated to it as confidential by the other Party, not to disclose it to third parties without a prior written consent of the disclosing Party, and not to use any such information for any purpose other than the implementation of this MoU.





- 16.2 The obligations under Article 16.1 shall not apply to information which is or falls into the public domain otherwise than through a breach of this MoU, was known or developed independently by the receiving Party prior to the disclosure, has been subsequently acquired from a third source which is not, to the best of the receiving Party's knowledge, under an obligation not to disclose such information, or is otherwise disclosed due to administrative or judicial procedures.
- 16.3 Confidentiality of information exchanged in connection with this MoU shall be maintained for a period of five (5) years after its termination or the termination of the collaboration agreements concluded hereunder, whichever is the later.
- 16.4 In case of any dispute or difference between the Parties arising out of or in connection with the application of this Article, the Parties hereto shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties notifies so the other in writing. In that case, each Party may initiate proceedings before the Court of First Instance of the European Communities in Luxembourg. The applicable law will be Community law, complemented, where necessary, by the Italian law.

ARTICLE 17 – Entry into force and duration

- 17.1 This Memorandum will come into effect on the date of its signature by the last Party and will remain in effect for a period of 2 (two) years thereafter and may be terminated at any time by either party giving six (6) months notice in writing to the other.
- 17.2 This Memorandum does not supersede or prejudice other forms of cooperation between the Parties.
- 17.3 This Memorandum may be modified or amended by mutual agreement of the Parties. Each of the Parties shall give due and favourable consideration to any proposal made by the other Party in accordance with the provisions of this Memorandum. Any such modification or amendment shall be made in writing and signed by the duly authorised representatives of each party.

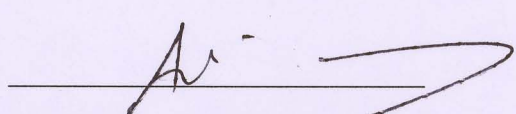
IN WITNESS whereof the duly authorized representatives of the Parties have signed four (4) originals of this Memorandum.

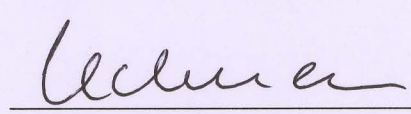
SIGNED in Le Bourget

17 JUN 2009

For the **Bureau d'Enquêtes et
d'Analyses pour la sécurité de
l'aviation civile**

For the **European Commission
Institute for the Protection and
Security of the Citizen
Joint Research Centre**


Paul-Louis Arslanian
(Director BEA)


Stephan LECHNER
(Director JRC-IPSC)

