

**Memorandum of Understanding for
Cooperation Between the Armed Forces of Malta and the United States Coast Guard
Concerning Aeronautical and Maritime Search and Rescue**

1. Introduction.

1.1 The Armed Forces of Malta, and the United States Coast Guard, hereinafter referred to as the "Participants" in this Memorandum of Understanding (MOU), recognize the benefits enjoyed from previous close cooperation with regard to search and rescue (SAR) operations and training, and further recognize that additional benefits may be enjoyed from the cooperative arrangements detailed herein.

1.2 The Participants have been recognized by their respective governments as having primary responsibility for coordinating and providing aeronautical and maritime SAR services within their respective aeronautical and maritime SAR regions within the oceanic environment.

1.3 The Participants recognize the great importance of cooperation in aeronautical and maritime SAR, and in the provision of expeditious and effective SAR services to save lives in distress situations. The Participants also recognize the assumed responsibilities for SAR within the framework of the International Convention on Maritime Search and Rescue, 1979, as applicable to the Participants, the Convention on International Civil Aviation, 1944, and the International Aeronautical and Maritime Search and Rescue Manual (IAMSAR Manual).

1.4 The Participants have reached the following understanding.

2. Objectives and Scope.

2.1 This MOU establishes a framework for cooperation between the Participants in carrying out activities related to SAR within the oceanic environment, and sets out their various responsibilities.

2.2 The Participants should ensure close coordination with their respective aeronautical and maritime SAR authorities to help promote common and effective SAR services.

3. Responsibilities.

3.1 The Armed Forces of Malta is responsible for Search and Rescue at sea on waters subject to Malta's jurisdiction, and within its respective aeronautical and maritime SAR regions, under its Rescue Coordination Center (RCC).

3.2 The United States Coast Guard is responsible for the maintenance of safety of life at sea and on waters subject to United States jurisdiction and within its aeronautical and maritime SAR regions under its RCCs.

3.3 Each Participant, on receiving information of an incident concerning any person in distress within its respective SAR regions as designated in the International Civil Aviation

Organization (ICAO) Regional Air Navigation Plan and the International Maritime Organization (IMO) SAR Plan, is to take urgent measures to provide the most appropriate assistance regardless of the nationality or status of such person, or the circumstances in which the person is found.

3.4 SAR operations should normally be carried out in accordance with the relevant SAR manuals and recommendations of ICAO and IMO, including the IAMSAR Manual, taking into account nationally accepted SAR procedures.

3.5 The Participants are to make every effort to retrieve persons in distress, provide for their initial medical or other needs and deliver them to a place of safety; additionally, when it does not involve excessive risk or cost to the units involved in SAR operations, the Participants may attempt to rescue the craft that the persons in danger are aboard.

3.6 To ensure that SAR operations are conducted in an efficient and coordinated manner, the Participants should consult and cooperate with each other as necessary and appropriate, lending mutual assistance as their capabilities allow. If primary responsibility for coordination of a SAR response or operation cannot be immediately ascertained, the RCCs concerned should consult with each other to resolve the responsibility.

3.7 For any SAR operation involving coordination between the Participants, the Participants, through appropriate consultation, intend to decide in each case which Participant is to act as SAR Mission Coordinator.

3.8 SAR facilities of either Participant may conduct SAR operations within the SAR region of the other Participant with coordination carried out by each Participant's RCC.

3.9 Entry of SAR units of one Participant onto or over the territory of the country of the other Participant for the purpose of conducting SAR operations should, to the best of each Participants ability, be expeditiously arranged via the appropriate RCCs.

3.10 In accordance with customary international law, solely for the purpose of rendering emergency rescue assistance to persons, vessels, or aircraft in danger or distress, when the location is reasonably well known, SAR surface facilities of a Participant may immediately enter into the territory of the other Participant, with notification of such entry made as soon as practicable. With respect to airborne SAR facilities, the Participants intend to apply the same terms of entrance for rendering emergency rescue assistance. When entering over the territory of the other Participant, such aircraft will normally observe the Rules of the Air established by the International Civil Aviation Organisation and will at all times operate with due regard for the safety of navigation.

3.11 To facilitate the coordination referred to in this Section, the Participants should, to the best of their ability, keep each other fully and promptly informed of all relevant SAR operations. The Participants should develop appropriate procedures in accordance with the IAMSAR Manual to provide for the most effective and efficient means of communication.

4. SAR Regions.

4.1 The aeronautical and maritime SAR regions of the United States and Malta are not contiguous.

4.2 The establishment of SAR regions is intended only to effect an understanding concerning the regions within which a Participant accepts primary responsibility for coordinating SAR operations.

4.3 The delimitation of SAR regions is not related to and does not prejudice the maritime boundaries between countries.

5. Rescue Coordination Centers (RCCs).

5.1 The primary operational points of contact under this MOU are the internationally recognized aeronautical and maritime RCCs of the Participants.

5.1.1 United States: RCC Norfolk.

5.1.2 Malta: RCC Malta.

5.2 Participants, to the best of their ability, are to provide any information which might be useful in order to expedite and improve coordination.

5.3 Identification of these operational points of contact, as referred to in this Section, is not intended to preclude appropriate direct coordination between any SAR facility or other organizational elements of the Participants, especially when time is of the essence in the saving of lives at sea.

5.4 Any transfer of SAR mission coordination responsibilities between the RCCs should be conducted by consultation between RCCs.

6. Cooperation.

6.1 The subordinate elements of the Participants may provide for further coordination and cooperation by the establishment of appropriate operational arrangements and procedures consistent with this MOU.

6.2 In addition to that related to specific SAR cases, Participants may exchange information that may serve to improve the effectiveness of SAR operations. This information may include, but not be limited to:

6.2.1 communication details;

6.2.2 information about SAR facilities;

6.2.3 descriptions of available airfields;

6.2.4 knowledge of fueling and medical facilities; and

6.2.5 information useful for training SAR personnel.

6.3 The Participants intend to endeavor to promote mutual SAR cooperation by giving due consideration to collaboration including, but not limited to:

6.3.1 arranging exchange visits between SAR personnel;

6.3.2 carrying out joint SAR exercises and training;

6.3.3 using ship reporting systems for SAR purposes;

6.3.4 sharing information systems, SAR procedures, techniques, equipment, and facilities;

6.3.5 providing services in support of SAR operations;

6.3.6 coordinating national positions on international SAR issues of mutual interest;

6.3.7 supporting and conducting joint research and development initiatives aimed at reducing search time, improving rescue effectiveness, and minimizing risk to SAR personnel; and

6.3.8 conducting regular communications checks and exercises, including the use of alternative means of communications that would be used to handle communication overloads during major SAR operations.

7. Finances.

7.1 Unless otherwise determined by the Participants, each Participant is to fund its own expenses for activities pertinent to this MOU.

7.2 The provisions of the MOU are contingent upon the availability of SAR personnel, facilities and funding.

7.3 SAR services provided by the Participants to persons in danger or distress are to be without subsequent cost recovery from the person(s) assisted.

8. Application of this MOU.

8.1 This MOU does not create binding obligations under international law.

8.2 Nothing in this MOU is intended to affect in any way rights and duties based on international agreements or other arrangements between the Participants or their respective governments.

8.3 All activities conducted under this MOU are subject to the regulations and policies of the Participants and to all laws, regulations, and policies to which the Participants are subject.

8.4 No provision of this MOU should be construed as an obstacle to prompt and effective action by any Participant to relieve distress whenever and wherever found.

8.5 Any dispute regarding the interpretation or implementation of this MOU, or any of its subordinate memoranda of understanding, is to be resolved by consultation between the Participants and is not to be referred to an international body or third party for settlement.

9. Modification.

This MOU may be modified in writing by the Participants.

10. Duration, Withdrawal and Discontinuation.

10.1 This MOU will commence upon the date of signature of both Participants, and may continue indefinitely.

10.2 Either Participant may withdraw from this MOU at any time, but should provide written notice of withdrawal to the other Participant at least six (6) months prior to the date of withdrawal.

10.3 Cooperation under this MOU may be mutually discontinued by the Participants in writing, or by any other superceding arrangement.

10.4 In the event of a situation as set forth in 10.2 or 10.3 above, the Participants intend to consult regarding any SAR operations or other cooperation in progress at the time such withdrawal or discontinuation occurs.

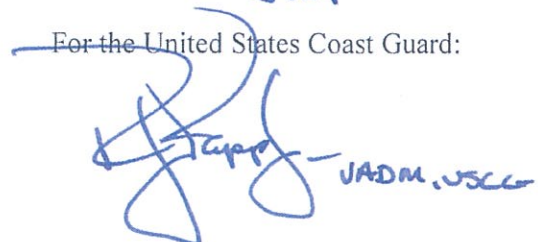
Signed in duplicate at Valletta,
this 11 day of July, 2009

For the Armed Forces of Malta:



Signed in duplicate at Valletta,
this 11 day of July, 2009

For the United States Coast Guard:



JADM, USCG