

**MEMORANDUM OF UNDERSTANDING**

**IN RESPECT**

**OF**

**AIRCRAFT ACCIDENT AND SERIOUS**

**INCIDENT INVESTIGATION**

**MEMORANDUM OF UNDERSTANDING**

*between*

**THE AIRCRAFT ACCIDENT INVESTIGATION AUTHORITY**

Hereinafter referred to as the AAIA

Represented by the Chief Investigator of Air Accidents

and

**FLYYTEC LTD.**

Hereinafter referred to as FlyyTec Ltd.

Represented by Mr. Warren Johnson

**REGARDING**

**COOPERATION AND ASSISTANCE**

**IN THE FIELD OF**

**CIVIL AIRCRAFT ACCIDENT AND SERIOUS INCIDENT**

**INVESTIGATION**

# Memorandum of Understanding AAIA and FlyyTec Ltd.

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# Memorandum of Understanding AAIA and FlyyTec Ltd.

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## **INTRODUCTION**

This Memorandum of Understanding (MoU) expresses the understanding of the Aircraft Accident Investigation Authority (AAIA) of the Bahamas and FlyyTec Ltd. hereafter referred to as the Parties to this MOU, concerning cooperation and assistance in the field of civil aircraft accident and serious incident investigations.

This MoU defines the procedural arrangements for cooperation and assistance between the parties pursuant to Annex 13 to the Chicago Convention.

## **TERMINOLOGY**

The words and phrases used in this document have the same meaning as that ascribed to them in Annex 13 — *Aircraft Accident and Incident Investigation*.

## **THE PURPOSE OF INVESTIGATIONS**

The purpose of investigating accidents or incidents in accordance with Annex 13 is the prevention of accidents and incidents. It is not the purpose of such an investigation to apportion blame or liability.

## **CODE OF CONDUCT**

This MoU serves to foster cooperation and mutual assistance between the parties in implementing the provisions of Annex 13. Each party shall strive to overcome difficulties that may arise due to differences in languages, national cultures, legislative systems or geographic locations.

It sets out the principles for effective liaison, communication and cooperation between these parties so that aircraft accidents, and related serious incidents, can be independently investigated, as necessary, whilst also ensuring that legitimate public expectations are met.

The MoU recognizes that all parties have duties to perform in relation to investigating aircraft accidents and incidents, and that each party, in discharging these, should take into account the roles and responsibilities of the other parties, ensuring that investigations proceed in cooperation with each other, as appropriate, and in accordance with the public interest.

In practice, this will mean that, where possible, parties will exchange factual information about the details of an accident or incident in a timely manner, as the investigations proceed.

Successful implementation of this protocol in relation to any aircraft accident or incident will be significantly enhanced by:

- The senior representatives of each organisation at the scene of the occurrence taking personal responsibility for setting and delivering clear standards of communication and co-operation; and

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- All representatives of each organisation at the scene of the occurrence having an understanding and respect for each organisation's interests, professionalism and expertise.

All parties agree to keep this MoU under review as appropriate.

## **LEGISLATIVE AUTHORITY**

### **OBJECTIVE;**

In accordance with the Aircraft Accident Investigation Authority Act, 2019, Part I, Section 4 –

- (1) The sole objective of the investigation of an aircraft accident or incident conducted under this Act shall be the prevention of accidents and incidents.
- (2) Investigations by the Authority shall be conducted separate from investigations conducted for the purposes of establishing blame, civil or criminal liability.
- (3) Any investigations conducted under the provisions of this Act shall have unrestricted access to all evidential material without delay and shall not be impeded by administrative or judicial investigations or proceedings.

## **INVESTIGATION COORDINATION**

In accordance with the Aircraft Accident Investigation Authority Regulations, 2019, Subpart C, Section 1.140

- (a) The Authority shall take all reasonable measures to ensure that the investigation procedures and practices that it follows in relation to aircraft accidents and incidents are compatible to the degree possible with investigation requirements, procedures and practices followed by other departments, regulatory authorities, police forces and coroners.
- (b) The Authority shall make all reasonable efforts to enter into agreements to provide for the coordination of activities between the Authority and the entities noted in (a), with respect to—
  - (1) investigation procedures and practices;
  - (2) requirements for reporting aircraft accidents and incidents;
  - (3) procedures to be followed in the event that conflicting interests arise during their activities with respect to aircraft accidents or incidents.

## **INVESTIGATION JURISDICTION**

In accordance with the Aircraft Accident Investigation Authority Act 2019, Part IV, Section 12

- (1) Notwithstanding any other Act, no department may commence an investigation under this Act if the accident or incident has been investigated, is being investigated, or is going to be investigated by the Authority.
- (2) Nothing in subsection (1) shall prevent —
  - (a) the Authority from referring an accident or incident to another department or law enforcement department for the purposes provided in paragraphs (b) or (c);

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(b) a department from commencing an investigation into or continuing to investigate an aircraft accident or incident for any purpose other than that of the Act; and

(c) any law enforcement department from investigating an aircraft accident or incident for any purpose for which it is empowered to conduct investigations.

(3) For any investigation conducted under the provisions of this Act, and in consideration of (2)(b), the Authority shall —

(a) have unhampered access to and unrestricted control over the scene of the accident or incident, including the wreckage and any material relevant to the investigation including statements taken from witnesses;

(b) have unhampered access to and control of the wreckage and all relevant material, including flight recorders and air traffic services recordings and records;

(c) have unrestricted control over wreckage and parts to ensure that detailed examinations can be made without delay;

(d) take all reasonable measures to protect the evidence and to maintain safe custody of the aircraft and its contents for such a period as may be necessary for the purposes of the investigation; and

(e) relinquish control of the accident or incident site(s) and release custody of the aircraft, its contents or any parts thereof as soon as they are no longer required for the investigation.

## **EXTENT OF INVESTIGATION**

In accordance with the Aircraft Accident Investigation Act, 2019, Section 17(3) —;

(3) The Authority, on the advice of the Investigator-in-Charge shall have the authority to call on and receive the assistance of any government agency, service or department to assist in search and rescue operations for so long as is necessary to ensure the timely location of any crash site, wreckage and the rescue or recovery of any human beings.

## **ROLES & RESPONSIBILITIES**

### **The Aircraft Accident Investigation Authority (AAIA)**

The Fundamental Objective of the AAIA is to improve aviation safety by determining the circumstances and causes of air accidents and serious incidents and making safety recommendations intended to prevent recurrence of similar accidents in future. It is not the purpose of this activity to apportion blame or liability.

The AAIA operates as an independent Agency to guarantee expeditious response and movement of staff to accident sites. The AAIA is responsible for the investigation of aircraft accidents and serious incidents as well as publication of investigation reports.

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AAIA Investigators have powers to investigate all civil aviation accidents and incidents within The Bahamas. They are appointed under the Aircraft Accident Investigation Authority Act, 2019, Part IV, Section 12 and have the powers to have free access to the accident site; the aircraft, its contents or its wreckage; witnesses; the contents of flight recorders; the results of examination of bodies; the results of examinations or tests made on samples from persons involved in the aircraft's operation and relevant information or records. They also have the power to control the removal of debris or components; examine all persons as they think fit; take statements; enter any place, building or aircraft; remove and test components as necessary and take measures for the preservation of evidence.

## **FLYYTEC LTD.**

The principal objective of the FlyyTec Ltd. service is to provide emergency aerial imaging services. This area includes the islands of the Bahamas, with the central deployment location being from Nassau. The service is required in the event of a major accident or an accident where the evidence contained in the debris field is vast or an accident is in an area not safe for investigators to access without destroying or disturbing potential evidence.

## **MANAGEMENT OF THE INVESTIGATION**

All parties will make every effort to establish and maintain good liaison, communication and cooperation with one another throughout the investigations, and to work together as appropriate to achieve the best outcome for all. The responsibility for achieving this lies with the senior representative of each party at the scene of the accident or incident. Where it is not clear initially whether another party has an interest in carrying out an investigation, the potential involvement of the other parties should be borne in mind in the conduct of any investigation.

Upon the need for aerial imaging, AAIA will contact FlyyTec via email or phone to request service. FlyyTec will respond to the request as soon as possible and gather required information necessary to estimate a response time.

The AAIA will provide the required information to FlyyTec: area of interest drawn using Google Earth KML file, and/or GPS coordinates, response time requested, contacts and any pertinent safety and travel information. Once the information is supplied, FlyyTec will respond with an estimated time of arrival for a field team.

The responding FlyyTec field team will be comprised of 1 Drone Pilot, and one Visual Observer, who will deploy to the area of interest, and will collect and process the aerial imagery using FlyyTec equipment.

The AAIA will be responsible for the cost of travel and accommodations (if required), and one or more of the following service packages:

- 1 Week Normal Service Response,
- 72 Hour Urgent Service Response, or

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- 24 Hour Emergency Service Response.

Before the deployment of a field team, FlyyTec and AAIA will agree on the service packages via email, or in writing. This may be amended on site by agreement of both parties via email, or in writing.

## **Definition of Service Packages**

1 Week Normal Service Response

72 Hour Urgent Service Response

24 Hour Emergency Service Response

Beyond the maximums, additional service will be billed at the same rate and limits as the 1 Week Normal Service Response.

Travel and accommodations are additional expenses which will be billed separately.

***Parties must have a clear understanding of their respective duties and responsibilities on the accident site to ensure preservation of the best evidence.***

## **Prior to the arrival of the AAIA**

The AAIA has a duty coordinator available 24 hours a day who will decide whether the AAIA is to undertake an immediate investigation and the form that any such investigation should take. Where appropriate, the AAIA duty coordinator will mobilize an AAIA investigation team to attend the accident site.

The AAIA duty co-coordinator will provide FlyyTec Ltd with relevant information about:

- the intended AAIA response and estimated time of arrival;



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- contact details for the AAIA investigation team; and
- advice on technical issues that may require urgent attention.

The AAIA IIC will provide personnel of FlyyTec Ltd., appropriate credentials (letter of authorization) that will identify them as an advisor to the AAIA for the duration of the investigation. This credential will allow FlyyTec Ltd access to the site to conduct aerial mapping and documentation as required and must be returned to the AAIA IIC upon completion of the mission.

## **After the arrival of the AAIA**

AAIA staff will identify themselves on arrival and should be briefed by onsite personnel in charge as to actions taken prior to their attendance. The AAIA lead investigator in coordination with FlyyTec Ltd. personnel will discuss and devise a plan of action for carrying out an investigation and documentation of the accident site.

The AAIA investigators and FlyyTec Ltd., personnel will need to access the site without delay, if possible, to allow identification and securing of perishable evidence. As an expert in their field, AAIA investigators will recognize evidence crucial to an aircraft accident investigation that may be needed for their investigation. AAIA investigators will also have the expertise necessary to collect and remove evidence expeditiously with the minimum amount of necessary damage.

It is important that the AAIA and FlyyTec Ltd review the level of scene preservation throughout the investigation. If any party intends to withdraw from the site, they will inform the other parties.

The AAIA may be able to release parts of the site from its investigation in a phased manner, as evidence is gathered, and the investigation becomes more focused. In such cases this will be only after consultation with the police or airport operators to ensure that any hand-over/hand-back is done in a controlled manner, taking account of the interests of all parties.

It is therefore imperative that FlyyTec Ltd. personnel accurately record and document all evidence gathered and ensure they have captured relevant evidence, as once the site has been released, there may be no other opportunity to capture or record the scene further, without degradation of evidence or signature markings.

## **ACCIDENT SITE SAFETY**

Parties will retain primary responsibility for the safety of both their own staff and those working under their direction, but it is important for all parties to co-operate, and to co-ordinate their activities in order to maintain the safety of the accident site.

## **COLLECTION AND USE OF EVIDENCE**

References to evidence in this section relate to evidence in which the AAIA have an interest. Each party should liaise and agree the plan for gathering or retrieving evidence previously gathered and

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preserved until released to the AAIA. FlyyTec must be aware and understand the following as it relates to scene documentation and evidence gathering.

Whenever possible the wreckage should remain undisturbed until reviewed by the AAIA. However, when necessary for the rescue or fire suppression activities, the wreckage may be disturbed. Disturbances should be kept to a minimum.

The bodies of the deceased should remain in the position they were found. If it becomes necessary to move bodies or parts of the wreckage, a sketch plan of their respective positions prior to removal should be made as soon as possible. Photographs from four angles, if possible, should be taken showing the relative position of bodies and parts within the wreckage. In addition, tags should be affixed to each body or part displaced and corresponding stakes or tags should be placed where they were found in the wreckage. Special precautions should be taken to prevent disturbance of anything in the cockpit area. Should any control be displaced voluntarily or accidentally, the occurrence must be recorded and brought to the attention of the accident investigation authority.

The above is important for FlyyTec Ltd. to understand because they may respond to a scene with fatalities and bodies still present and sensitivity and tact in dealing with such issues must be priority. Nothing must be moved for documentation without the express permission of the IIC.

Accident sites can be exceptionally dangerous areas, owing to the possible presence of flammable fuels, dangerous goods and scattered pieces of wreckage. All necessary safety precautions in the emergency area should be carried out rigidly. These include exercising good judgement during fire control and throughout all rescue efforts. Safety equipment and protective clothing must be worn by all personnel involved.

Sketches, diagrams, photographs, movie films, and tape and video recordings made on the accident site as well as appropriate details on the tagging of bodies and parts removed from their locations are invaluable tools for investigators and should be handed to the investigator-in-charge.

Any evidence documented or gathered by the FlyyTec Ltd. should be properly preserved so that the AAIA can access it, if required.

## **LIMITATIONS**

This MOU facilitates the interaction between both parties. This is not a contractual document, does not impose any legally binding obligations on either party and does not affect any statutory responsibilities or functions of the parties.

This MOU is not enforceable in law; however, the parties agree to liaise with each other on a voluntary basis in accordance with the principles set out in this agreement.

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## CONTACT DETAILS

### Aircraft Accident Investigation Authority (AAIA)

Address: #45 West Bay Street, 2<sup>nd</sup> Floor, Manx Corporate Center  
Telephone numbers: (242) 397-5509, 397-5513, 397-5514, 397-5520 and 397-5525  
Other contact details: (242) 376-1617 and (242) 376-8334 (24 hr.)  
Fax: (242) 327-2192  
E-mail: [baaid@bahamas.gov.bs](mailto:baaid@bahamas.gov.bs)  
Website: <http://www.baaaid.org>

### FlyyTec Ltd.

Address: P. O. Box N-3556  
Telephone numbers: (242) 376-6278 (m), (242) 341-5367  
Fax: (242) P361-1417  
E-mail: [dnwconsulting@gmail.com](mailto:dnwconsulting@gmail.com)  
Website:

## TERMINATION

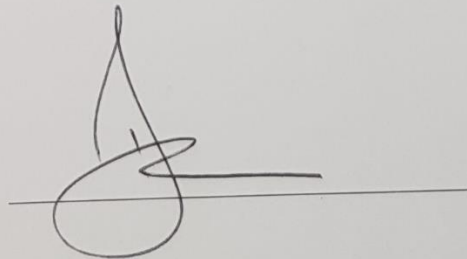
This MoU will come into effect on the date of signing by the parties to this MoU and will remain in effect unless terminated by either party giving the other party three months written notice of its intention to terminate.

Signed at Nassau Bahamas on March 02 2020

## SIGNATORIES

On behalf of AAIA,

Captain Delvin R. Major – Chief Investigator



On behalf of FlyyTec Limited

Mr. Warren L. D. Johnson – Managing Director

