

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATION BETWEEN THE
BERMUDA DEPARTMENT OF MARINE & PORTS SERVICES
AND THE
UNITED STATES COAST GUARD
CONCERNING AERONAUTICAL AND MARITIME SEARCH AND RESCUE**

1. Introduction.

a. The Bermuda Department of Marine & Ports Services 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.

b. The Participants are 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.

c. 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 and reduce suffering. The Participants also recognize the responsibilities for SAR within the framework of the *International Convention on Maritime Search and Rescue* ("SAR Convention"), 1979, the *Convention on International Civil Aviation* ("Chicago Convention"), 1944, and the guidance contained in the *International Aeronautical and Maritime Search and Rescue Manual (IAMSAR) Manual*.

d. The Participants also recognize the provisions for cooperation and coordination in the *Memorandum of Understanding for Co-Operation Among the Department of National Defence of Canada, the Department of Fisheries and Oceans of Canada, The United States Coast Guard, The United States Air Force, The United Kingdom Maritime and Coastguard Agency, the Aviation Division of the Department of Environment, Transport and the Regions, and the United Kingdom Ministry of Defence, Concerning Search and Rescue, 1999*. The Participants have reached the following understanding.

2. Terms and Definitions.

a. The Participants intend to utilize the terms and definitions contained in Chapter 1 of the Annex to the SAR Convention and in Chapter 1 of Annex 12 to the Chicago Convention.

b. "Territory" is comprised of either Participants' territory, internal waters, territorial sea, and the airspace above those areas in accordance with international law. The Participants acknowledge that the territorial sea does not extend beyond the twelve-nautical-mile breadth allowed under international law as reflected in the 1982 United Nations Convention on the Law of the Sea.

3. Objectives and Scope.

a. This MOU is intended to establish a framework for cooperation among the Participants in carrying out activities related to SAR within the oceanic environment, and sets out their various responsibilities.

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

4. Search and Rescue Regions (SRRs).

a. The Participants intend for the aeronautical and maritime SRRs of the Participants to be separated geographically by a continuous line following a line circular in shape on an approximate 200 mile radius from Bermuda, where such line also depicts the perimeter of the Bermuda Economic Exclusion Zone (EEZ) on international charts.

The SRR identified in paragraph 4.a. uses the World Geodetic System 1984 ("WGS 84").

b. The Participants intend the delimitation of SAR regions to relate only to the regions within which each Participant accepts primary responsibility for the coordination of SAR operations.

c. The Participants do not intend the delimitation of SAR regions to relate to or prejudice the delimitation of any boundary between Bermuda and the United States.

5. Responsibilities.

a. The Participants intend for the primary operational points of contact under this MOU to be their internationally recognized aeronautical and maritime Rescue Coordination Centers (RCCs):

- 1) Department of Marine & Ports Services: RCC Bermuda.
- 2) United States Coast Guard: RCC Norfolk.

b. Identification of the operational points of contact in Paragraph 5.a. 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.

6. Conduct of Search and Rescue Operations.

The SAR Convention and the Chicago Convention set forth the existing legal framework for cooperation between the Participants in carrying out activities related to maritime and aeronautical SAR and the Participants intend to continue cooperating pursuant to those frameworks as further described in this MOU. The Participants intend to conduct SAR operations in accordance with the relevant SAR manuals and recommendations of International Civil Aviation Organization (ICAO) and International Maritime Organization (IMO), including the IAMSAR Manual, taking into account nationally accepted SAR procedures.

7. Cooperation and Coordination.

a. The Participants intend, to the best of their ability, to provide any information, which might be useful in order to expedite and improve SAR coordination and cooperation.

b. Each Participant, on receiving information of an incident where any person is in distress within its respective SAR region intends to take urgent measures to provide the most appropriate assistance regardless of the nationality or status of such a person, or the circumstances in which the person is found.

c. The Participants intend for SAR operations to be coordinated by the responsible RCC for the SAR region in which the incident occurs.

d. To ensure that SAR operations are conducted in an efficient and coordinated manner, the Participants intend to 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 intend to consult with each other to resolve the responsibility.

e. 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 the SAR Mission Coordinator.

f. The Participants intend 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.

g. SAR facilities of either Participant may conduct SAR operations within the SAR region of the other Participant by coordinating with the respective Participant's RCC.

h. In order to ensure the effectiveness of a SAR operation, the RCCs involved in the coordination of the SAR operation may decide on a different method of coordination for that operation.

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

j. 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 facilities of a Participant may immediately enter onto or over the territory of the other Participant, with notification of such entry made as soon as practicable.

k. To facilitate the coordination referred to in this section, the Participants intend, to the best of their ability, to keep each other fully and promptly informed of all relevant SAR operations.

8. Cooperation between the Participants.

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

- 1) communication details;
- 2) information about SAR facilities;
- 3) descriptions of available airfields;
- 4) knowledge of fueling and medical facilities; and
- 5) information useful for training SAR personnel.

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

- 1) arranging exchange visits between SAR personnel;
- 2) carrying out joint SAR exercises and training;
- 3) using ship reporting systems for SAR purposes;
- 4) sharing information systems, SAR procedures, techniques, equipment, and facilities;
- 5) providing services in support of SAR operations;
- 6) coordinating national positions on international SAR issues of mutual interest;
- 7) supporting and conducting joint research and development initiatives aimed at reducing search time, improving rescue effectiveness, and minimizing risk to SAR personnel; and
- 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.

9. Funding.

a. Each Participant intends to bear its own costs arising from its participation in SAR operations or in any other activities within the scope of this MOU, except as may be decided otherwise by the Participants in advance.

b. The provisions of the MOU are contingent upon the availability of personnel, SAR facilities and financial resources.

c. The Participants intend to provide SAR services to persons in danger or distress without subsequent cost recovery from the person(s) assisted.

10. Modification.

This MOU may be modified in writing by the Participants.

11. Consultations.

Any question regarding the interpretation or implementation of this MOU, or any of its subordinate memoranda of understanding, is intended to be resolved by consultation between the Participants.

12. Application.

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

b. Nothing in the MOU is intended to prejudice in any manner the positions of either Participant regarding the international law of the sea, or affect the rights or obligations of either Party under other agreements or customary international law related to the provision of assistance to persons in distress.

c. 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.

d. 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.

13. Commencement, Duration and Discontinuation.

a. Cooperation under this MOU is intended to commence as of the date of signature and continue indefinitely.

b. Cooperation under this MOU may be discontinued at any time by either Participant. The Participant discontinuing cooperation should endeavor to provide at least six (6) month's notification in writing to the other Participant.


c. The Participants intend to consult one another regarding any SAR operations or other cooperation in progress at the time such discontinuation.

Signed, in duplicate, in the English language.

For the Bermuda Department of Marine
and Ports and Services:

For the United States Coast Guard:





Date: 21st April 2020

Date:

Location: Hamilton, Bermuda

Location: