

## Agreement

### **on mutual coordination and procedure performance regarding civil air accident and incident occurrence, investigation and prevention (hereinafter the "Agreement")**

made by and between:

#### **The Civil Aviation Authority**

Prague Airport (Václav Havel Airport)

160 08, Prague 6

Business ID: 48134678

represented by Ing. Josef Rada, General Director  
(hereinafter the "CAA")

and

#### **The Air Accidents Investigation Institute**

Beranových 130

199 01, Prague 9 — Letňany

represented by Ing. Pavel Štrůbl, Managing Director  
(hereinafter the "AAII").

## I. Subject-matter of the Agreement

The subject-matter of the Agreement is determining of mutual procedure steps that the Parties involved need in order to implement their acts and measures implied by the acts and binding documents as listed herein below<sup>1</sup>

- Regulation (EU) No. 996/2010 of the European Parliament and of the Council,
- Act No. 49/1997 Coll., on civil aviation, as amended by later regulations and amendments to Act No. 455/1991 Coll, on trade licensing (Trade Licensing Act), as amended,
- Act No. 500/2004 Coll., on administrative procedures,
- Act No. 200/1990 Coll., on offences, and
- Aircraft Accident and Incident Investigation Regulation L-13

The purpose of this Agreement is the specification of the cooperation between the CAA and the AAI in the interest of attaining and maintaining the operational security in civil aviation.

## II. Definition of Terms

For the purposes of the present coordination agreement (hereinafter the "Agreement"):

- a) The "Regulation" is deemed to be Regulation (EU) No. 996/2010 of the European Parliament and of the Council on the investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC (hereinafter the "Regulation");
- b) The "air accident" (hereinafter the "AA") is deemed to be an accident pursuant to the Regulation;
- c) The "incident" (hereinafter the "I") is deemed to be an incident pursuant to the Regulation;
- d) The "sensitive information" is deemed to be the records which shall not be disclosed or used for purposes other than investigation purposes pursuant to the Regulation;
- e) The "serious incident" (hereinafter the "SI") is deemed to be a serious incident pursuant to the Regulation;
- f) The "causes" of an activity, omission thereof, an incident, condition or a combination thereof leading to an accident or incident without holding anybody guilty or liable in administrative, civil or criminal terms<sup>2</sup>;
- g) The "incident" is deemed to be any incident affecting safety which threatens or could threaten an aircraft, passengers on board or other

<sup>1</sup> Article 12(3) of the Regulation

<sup>2</sup> Article 14(1) of the Regulation

persons if not eliminated or resolved; and involves namely accidents and serious incidents;

- h) The "investigation" is deemed to be a procedure conducted by an investigation authority aimed at investigating in order to prevent accidents and incidents, involving information collection and analysing, drawing of conclusions, including determination of cause(s) and/or factors contributing thereto, and preparation of safety recommendations, if applicable<sup>3</sup>;
- i) The "investigation report" is deemed to be a report corresponding to the type and seriousness of an accident or serious incident<sup>4</sup>.
- j) "ECCAIRS" is the European Co-ordination Centre for Aviation Incident Reporting System;
- k) The "country of the incident" is deemed to be the country on the territory of which the air accident or incident occurred<sup>5</sup>.

### **III. Introductory Provisions**

Accidents and incidents give rise to a number of various public interests, e.g. prevention of future accidents and due administration of justice. Such interests exceed the individual interests of the Parties and the framework of a specific incident. Balancing all the interests is crucial for assurance of overall public interest<sup>6</sup>.

### **IV. Rules of Cooperation in Provision of Information about AA, SI and I**

In order to secure the aforementioned both the Parties undertake to cooperate as follows:

#### **Cooperation from the CAA Side:**

1. The CAA undertakes to provide the AAI on its demand with the information known thereto regarding the entities whose activities could affect operation of an aircraft and/or the facilities and services rendered by the Czech civil aviation entities which were or under standard conditions could be used by an aircraft prior to occurrence of AA, SI and I. The AAI is in charge of possible further distribution of incident information to the government or the relevant government authorities carrying out the investigation.
2. The CAA shall provide the AAI on its demand with a hard copy or electronic copy of the documents required by the AAI for investigation purposes.

<sup>3</sup> Article 2(14) of the Regulation

<sup>4</sup> Article 16 of the Regulation  
Section 55(b)(4) of the Civil Aviation Act

<sup>5</sup> Chapter 1 of the Aircraft Accident and Incident Investigation Regulation L-13

<sup>6</sup> Sub-section 23 in the introduction to the Regulation

3. The appointed staff members of the CAA may participate in all stages of AA, SI and I investigation upon request of the AAI<sup>7</sup>. The CAA personnel and the AAI staff members invited as advisers taking part in investigation are bound by the relevant official secret rules applicable also to anonymity of persons involved in an accident or incident.
4. The CAA shall not interfere with the process of expert technical investigation of AA, SI and I.
5. The CAA undertakes to provide the AAI with information whether the incident is investigated by the Czech Police Force and specify the respective police unit if necessary.
6. If the CAA begins investigating on the basis of provided information, referral of the case to the Czech Police Force or a suspected administrative infraction or delict, both the Parties shall proceed separately and independently.

#### **Cooperation from the AAI Side:**

1. After verifying the initial information about AA, SI and I, the AAI shall provide the CAA without undue delay with the data about the investigators in charge (AAI or an authorised person) and/or with other available factual information deemed necessary for prevention of accidents or serious incidents or which may represent a considerable hazard to aviation safety and necessitate adoption of remedial or preventive measures.
2. If the AAI detects facts indicating that the Czech Police Force commenced acts within criminal proceedings or the police unit is referring the matter to the appropriate body dealing with an administrative infraction or delict, it shall notify the CAA thereof.
3. If the requirement for exclusion of the conflict of interest is met, the AAI may call on the CAA to appoint a representative under its powers to participate in investigation as an adviser.
4. Should during the AAI investigation any suspicion arise that in the course of accident or serious incident a legal or administrative offence was committed under the domestic law, the AAI shall notify the CAA thereof without any undue delay. With the exception of protection of sensitive information on operational safety, all available and accessible information gathered during the investigation shall be shared immediately with the CAA and upon request thereof the relevant material may be submitted thereto as well<sup>8</sup>.
5. The AAI, as the main administrator of the ECCAIRS information system, shall secure and provide for the CAA information on events that present a potential significant hazard to the aviation safety communicated

---

<sup>7</sup> Article 8 of the Regulation

<sup>8</sup> Article 15(3) of the Regulation

through the system of mandatory event notification and/or on events or other information relevant to safety that are not subject to mandatory reports. Based on the CAA requests, it shall make accessible the results of analysis performed and outputs from the aforementioned system.

6. The AAI is entitled to request from the CAA a consultation regarding the Safety Recommendations as well as other procedures related to the AA and I investigation<sup>9</sup>.
7. The AAI shall notify the CAA of responses to the Safety Recommendations issued thereby.

## V. Contact Persons

### 1. CAA:

- Ing. Václav Vašek, Phone: 225425555, 725327740
- Ing. Petr Navrátil, Phone: 225422083, 724611105
- Ing. Soldán Vladimír PhD., Phone: 225421734, 724411986
- Ing. Pavel Matoušek, Phone: 225421709, 724611101
- Ing. Vítězslav Hezký, Phone: 22542145, 724611145

### 2. AAI:

- Ing. Josef Veselý, Phone: 266199233, 724300801
- Ing. Stanislav Suchý, Phone: 266199238, 724300812
- Ing. Jan Rychnovský, Phone: 266199243, 724300803

## VI. Final Provisions

1. Both the Parties acknowledge with no reservations all terms and conditions of the present Agreement.
2. The Agreement is concluded for an indefinite period of time.
3. The Parties declare that they have entered into the Agreement freely and seriously, that they are not aware of any facts that would preclude its conclusion, have not given each other any false representation and acknowledge that they shall bear the full consequences of knowingly providing false information.
4. The Agreement has been executed in two identical counterparts both of which retain the validity of an original. The CAA shall obtain one counterpart and the AAI shall obtain one counterpart.
5. Any changes and amendments to this Agreement may only be made by means of written amendments signed by authorised representatives of both the Parties.

---

<sup>9</sup> Article 17(1) of the Regulation

6. The Agreement comes into force and takes effect on the date of signing thereof by both the Parties.
7. On the day of the present Agreement coming into effect the Agreement on Mutual Coordination and Procedure Performance in Civil Aviation made by and between the CAA and the AAI on 28 June 2012 is cancelled and terminated.

In Prague, dated 29 July 2014  
2014

In Prague, dated 29 July

On behalf of the CAA  
AAII

On behalf of the

*illegible signature*  
.....

*illegible signature*  
.....

**Ing. Josef Rada**  
General Director  
Civil Aviation Authority

**Ing. Pavel Štrůbl**  
Managing Director  
Air Accidents Investigation  
Institute

*illegible stamp of  
the Civil Aviation Authority  
Czech Republic  
letišť Ruzyně  
160 08, Prague 6  
- 5 -*

*illegible stamp of  
the Air Accidents Investigation  
Institute*

CLAUSE OF INTERPRETERS

As an interpreter of the German and English languages, appointed by the Regional Court in Brno on February 28<sup>th</sup>, 1994 (ref. Spr 1518-93), I hereby certify that the translation agrees with the text of the attached document. It is a plain copy of the original document.

The interpreting transaction is registered under journal serial No. .....<sup>88</sup> According to Item No. 20238.....

Date ..... 04-08-2014 .....

.....  
L.S. Signature of the interpreter

Interpreter:  
Ing. Pavel Skřivánek

