DECISION OF THE EU/ICAO JOINT COMMITTEE

of 10 March 2022

on the adoption of a Working Arrangement between the European Union and the International Civil Aviation Organization regarding the cooperation in the area of accident and incident reporting in civil aviation (2022/647)

THE EU/ICAO JOINT COMMITTEE,

Having regard to the Memorandum of Cooperation between the European Union and ICAO providing a framework for enhanced cooperation, signed at Montréal and Brussels on 28 April and 4 May 2011 (MoC), and in particular its Articles 3.3 and 7.3(c);

Having regard to the Annex on Aviation Safety to the MoC, and in particular its Article 3.1;

Having regard to the ICAO Global Aviation Safety Plan (GASP) (ICAO Doc 10004) and the global safety initiatives (GSI);

Having regard to the Global Aviation Safety Roadmap (GASR, 2006) regarding the implementation of international sharing of data/global data reporting system;

Having regard to Regulation (EU) No 376/2014 of the European Parliament and of the Council of 3 April 2014 on the reporting, analysis and follow-up of occurrences in civil aviation, amending Regulation (EU) No 996/2010 of the European Parliament and of the Council and repealing Directive 2003/42/EC of the European Parliament and of the Council and Commission Regulations (EC) No 1321/2007 and (EC) No 1330/2007 ([1]);

Having regard to Regulation (EU) No 996/2010 of the European Parliament and of the Council (EU) of 20 October 2010 on the investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC ([2]);

Having regard to Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91 ([3]),

Considering that the definitions of ICAO Accident/Incident Data Reporting (ADREP) taxonomy are primarily based on ICAO Standards and Recommended Practices (SARPs), manuals and guidance material;

Considering that there is a need amongst the ADREP and the European Coordination Centre for Accidents and Incident Reporting System (ECCAIRS) users in ICAO Member States to further utilise information derived from data collection, analysis and sharing to identify safety threats and contributing factors on a global scale;

Considering that the safety of air navigation and harmonisation progress of international civil aviation rely on recognised standards such as the ADREP system and recognising the importance of mutual assistance and cooperation in the field of safety management and data base systems;

([1]) OJ L 122, 24.4.2014, p. 18.
([2]) OJ L 295, 12.11.2010, p. 35.
([3]) OJ L 212, 22.8.2018, p. 1.

Considering the obligation within the European Union of the European Union Aviation Safety Agency (EASA) to assist the European Commission in the management of the European Central Repository that stores all occurrence reports collected in the European Union, and in particular its task to develop and maintain a new version of the ECCAIRS software suite called ECCAIRS 2;

Considering that EASA has taken over all the functions that the European Commission Directorate-General of the Joint Research Centre (JRC) currently performs in relation to the ECCAIRS software suite as of 1 January 2021;

Considering that it is therefore necessary to replace the Working Arrangement done at Montréal on 21 September 2011 regarding the cooperation in the area of accident and incident reporting in civil aviation;

HAS ADOPTED THIS DECISION:

Article 1

The Working Arrangement annexed to this Decision is hereby adopted, and replaces the Working Arrangement done at Montréal on 21 September 2011 regarding the cooperation in the area of accident and incident reporting in civil aviation.

Article 2

This Decision shall enter into force on the day of its adoption.

For the EU/ICAO Joint Committee:
The Chairpersons [only signatures]

ATTACHMENT TO THE DECISION OF THE EU/ICAO JOINT COMMITTEE OF 10 MARCH 2022

WORKING ARRANGEMENT BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE EUROPEAN UNION

REGARDING THE COOPERATION IN THE AREA OF ACCIDENT AND INCIDENT REPORTING IN CIVIL AVIATION

This Working Arrangement contains mutually agreed mechanisms and procedures necessary to effectively implement cooperation activities between the International Civil Aviation Organization (ICAO) and the European Union (EU).

ICAO and the EU are hereinafter referred to individually as the 'Party' or collectively as the 'Parties'.

1. OBJECTIVE OF THE WORKING ARRANGEMENT

1.1. This Working Arrangement, which comes under purview of the Memorandum of Cooperation (MoC) and its Annex on Aviation Safety, in particular Articles 3.3 and 7.3(c) of the MoC, has the objective to implement cooperation between the Parties aimed at supporting and promoting, where possible, each other's activities in the area of accident and incident reporting in civil aviation.

1.2. In order to achieve the objectives of this Working Arrangement, the Parties agree on the following general approach:

a) For the effective implementation of this Working Arrangement, the EU designates the European Union Aviation Safety Agency (EASA) ([1]) as its 'technical agent'.

b) EASA will promote the usage of ICAO's Accident/Incident Data Reporting (ADREP) taxonomy as the standard for reporting and exchanging accident and incident information within the European Union Member States, European Economic Area (EEA) States and Switzerland.

c) The ICAO will promote the usage of the EU's ECCAIRS 2 software suite of applications for the collection of accident and incident information to the ICAO Member States.

d) In relation to the use of the ECCAIRS 2 software suite, the ICAO and EASA will coordinate the sharing and harmonizing of their training and supporting efforts and material for the benefit of all ECCAIRS end-users.

e) ICAO and EASA will collaborate on the establishment of a global, and accessible central accident and incident database using ECCAIRS 2 software. The database will be operated in accordance with the relevant information system security policies in force.

2. SPECIFIC ACCOMMODATION BETWEEN THE PARTIES

2.1. In order to promote the usage of the ADREP taxonomy, see point 1.2 b) above, the Parties agree on the following:

a) ICAO is the owner and the responsible Party for the development and active maintenance of the ADREP taxonomy.

b) ICAO and the ECCAIRS Taxonomy Working Group coordinate and work in close cooperation to ensure a consistent evolution and implementation of the ADREP taxonomy including in the ECCAIRS Reporting System.

c) ICAO will publish on its website the ADREP taxonomy as a formal ICAO document and will update this document when necessary.

d) ICAO's ADREP taxonomy is the basis for the aviation accident and incident reporting approach as defined in Regulation (EU) No 376/2014. Changes in the ICAO ADREP taxonomy will, in principle, be integrated in the ECCAIRS aviation software releases.

([1]) https://www.easa.europa.eu/

e) EASA will continue to encourage EU Member States, European Economic Area (EEA) States and Switzerland to use the ECCAIRS Reporting System for reporting their accidents and incidents electronically to ICAO as per the provisions set forth in Annex 13 – *Aircraft Accident and Incident Investigation*.

f) EASA and the competent authorities of the EU Member States, the EEA States and Switzerland can use the ADREP taxonomy in the ECCAIRS 2 Reporting System and related tools free of charge.

g) EASA can provide a link to the ADREP taxonomy on the ICAO website to the ECCAIRS community via the ECCAIRS 2 community web portal.

h) ICAO will invite EASA to participate in Secretariat meetings or groups set up for the purpose of developing taxonomies and/or addressing issues with respect to the use of ADREP (e.g. interoperability, modelling, testing new technologies and further development of reporting tools, methods and support).

i) ICAO can use the ECCAIRS 2 logo in conjunction with ADREP.

2.2. In order to promote the usage of the ECCAIRS 2, see point 1.2 c) above, the Parties agree on the following:

a) EASA is responsible for the development and active maintenance of the ECCAIRS 2 system comprised of database and software;

b) ICAO acknowledges ECCAIRS 2 as, in principle, aimed to be compatible with ADREP.

c) ICAO is using the ECCAIRS 2 software and related tools for implementing ICAO's ADREP system. ICAO may use the ECCAIRS 2 system, free of charge for their own needs, including the data collection of Annex 13 – *Aircraft Accident and Incident Investigation* (Accidents & Incidents) and other potential safety data collection processes, such as the IBIS-birdstrike collection or future relevant occurrence reporting.

d) ICAO recommends to the ICAO Member States to use the ECCAIRS 2 system, for reporting their accidents and incidents electronically to ICAO as per the provisions of ICAO Annex 13 – *Aircraft Accident and Incident Investigation*. If an ICAO Member State does so, the ECCAIRS 2 solution, its maintenance and support will be free of charge.

e) ICAO will be invited to participate in the ECCAIRS Steering Committee with the same rights extended to committee members by the Terms of Reference of the Steering Committee.

f) The ICAO Secretariat recommends to the ICAO Member States the usage of the ECCAIRS 2 system, comprised of database and software, and run by EASA, as the method to capture and maintain their national repository of aviation accidents and incidents. If an ICAO State wishes to use the ECCAIRS 2 system, then EASA will engage in setting up an agreement with those States.

2.3. In order to harmonise and share efforts in training and support, see point 1.2 d) above, the Parties agree to the following:

a) In principle, EASA is responsible for the coordination of ECCAIRS 2-related training and providing support to EU Member States, EEA States and Switzerland, international organisations, and all States with whom EASA collaborates under the International Cooperation programme of EASA.

b) In principle, ICAO is responsible for the coordination of ECCAIRS 2-related training and providing support to parties not mentioned in point (a).

c) Where possible, taking into account its resources and the priority of EASA referred to in point (a), EASA will assist ICAO in its tasks, presuming that travelling costs and daily allowances (following ICAO internal procedures) will be covered by ICAO.

d) In relation to the use of the ECCAIRS 2 software suite, ICAO and EASA will endeavour to share their training and support material for the benefit of the ECCAIRS community.

e) When relevant, ICAO and EASA will endeavour to cooperate with third parties in terms of ADREP/ECCAIRS training and support.

f) The ECCAIRS 2 Central Hub, which is used to coordinate training and support activities of the ECCAIRS 2 solution, is accessible to competent authorities of ICAO Member States after an appropriate online registration has taken place.

2.4. In order to collaborate on the establishment of the ECCAIRS 2 database, the Parties agree to the following:

a) In principle, EASA is responsible for the installation and maintenance of the ECCAIRS 2 system, comprised of database and software.

b) In principle, ICAO is responsible for managing the access rights to the ECCAIRS 2 system for all Member States except EU Member States, EEA States and Switzerland

c) EASA agrees to provide the infrastructure related to the al ECCAIRS 2 system, comprised of database and software, free of charge to ICAO and the ICAO Member States for them to use the system as their accident and incident reporting database as per ICAO Annex 13 – *Aircraft Accident and Incident Investigation*.

d) It is agreed that access to and the sharing of data stored in the ECCAIRS 2 database will be subject to the confidentiality provisions set out in Article 6 of the MoC, as well as the protection of accident and incident investigation records set forth in Annex 13 – *Aircraft Accident and Incident Investigation*.

e) ICAO and EASA shall obtain the express written consent of the concerned State to access any other data that may be stored in the ECCAIRS 2 system and that does not fall within the scope of point (d)

f) ICAO and EASA will collaborate on improving the quality of the data by researching solutions supporting central classification service and automated quality control processes to all users.

3. MANAGEMENT

3.1. ICAO and EASA shall each designate points of contact to serve as coordinators with responsibility for joint activities. The coordinators may nominate other staff members to represent them or to attend meetings.

3.2. Correspondence on all practical matters related to this Working Arrangement shall be between the coordinators.

3.3. The Parties will, as necessary, hold meetings to consider the progress of cooperation activities in accordance with this Working Arrangement.

4. FUNDING

4.1. Except where otherwise specifically agreed by the Parties through separate arrangements, each Party bears the cost of any expenditure it incurs relating to the performance of its tasks under this Working Arrangement.

4.2. All activities conducted pursuant to this Working Arrangement shall be subject to the availability of appropriate funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.

5. INTELLECTUAL PROPERTY

5.1. The ADREP taxonomy is and remains intellectual property of ICAO.

5.2. The ECCAIRS 2 system and related software tools are and remain intellectual property of the EU.

5.3. The Parties are not responsible for the quality or the quantity of the data collected.

5.4. Each Party acknowledges the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply in good faith with the written instructions of the other Party and with its guidelines and specifications.

6. AMENDMENTS AND TERMINATION

6.1. This Working Arrangement may be modified or amended by a decision of the EU/ICAO Joint Committee.

6.2. This Working Arrangement may be terminated at any time by either Party giving six (6) months' notice in writing to the other Party.