

AGREEMENT BETWEEN

THE GOVERNMENT OF THE ITALIAN REPUBLIC

AND

THE GOVERNMENT OF THE STATE OF ERITREA

ON COOPERATION IN THE INVESTIGATION OF AIRCRAFT ACCIDENTS AND SERIOUS

INCIDENTS

PREAMBLE

The Government of the Italian Republic and the Government of the State of Eritrea, hereinafter individually referred to as a "Party" and jointly as the "Parties",

WHEREAS the International Civil Aviation Organization (ICAO) is the international body created by the 1944 Convention on International Civil Aviation (Chicago Convention) having as its main objectives the safe and orderly development of international civil aviation, the implementation and adoption of the principles and provisions of the Chicago Convention, including standards and recommended practices concerning accident and incident investigation and other matters connected with the safety and efficiency of air navigation;

WHEREAS Article 26 of the Convention provides that a State in which an accident occurs "will institute an inquiry into the circumstances of the accident in accordance, so far as its laws permit, with the procedure which may be recommended by the International Civil Aviation Organization";

WHEREAS Annex 13 to the Chicago Convention specifies standards and recommended practices (SARPs) for the investigation of aircraft accidents and incidents;

RECOGNIZING that the ICAO audits and coordinated validation missions (ICVM), conducted within the framework of the Universal safety oversight audit programme continuous monitoring approach (USOAP CMA), have shown that many Contracting States have not established and/or managed effective accident and incident investigation organizations, primarily because of the difficulties of those States in the allocation of sufficient resources to meet their obligations under the Convention and Annex 13 to the Convention;

TAKING INTO ACCOUNT the recommendations of the Accident Investigation and Prevention (AIG) Divisional Meeting (2008) (AIG/08) held in Montreal, Canada, from 13 to 18 October 2008, and in particular Recommendation 6/3 a), urging Contracting States to conduct safety investigations pursuant to Article 26 of the Convention and Annex 13 when an accident occurs in their territory, and to obtain support if the required capabilities or resources are not available;

AWARE OF THE FACT that Chapter 5 of Annex 13 includes the possibility for the State of occurrence to delegate the whole or any part of the conducting of an investigation to another State's accident and incident investigation organization by mutual arrangement and consent;

CONSIDERING that the 38th Session of the ICAO Assembly resolved, in Appendix N – Cooperation concerning aircraft accident investigation, to recommend Member States to cooperate in the investigation of aircraft accidents, especially accidents in which the investigation requires highly – specialized experts and facilities, and that, to this end, Member States, to the extent possible, *inter alia*:

- a) Provide, on request by other Member States, expert assistance and facilities for the investigation of major aircraft accidents;
- b) Afford opportunity to Member States seeking investigation experience to attend investigations of aircraft accidents, in the interest of developing and furthering investigation expertise;

Am

*CONSIDERING* that the State of Eritrea aspires to ensure application of the highest standards in aircraft accident and incident investigation;  
*have agreed as follows:*

**ARTICLE 1**  
**Competent Authorities**

1. This Agreement shall govern the cooperation between the Government of the Italian Republic and the Government of the State of Eritrea, in the field of investigation of civil aviation accidents and serious incidents.
2. The competent Authorities of the Parties for the implementation of this Agreement are:
  - For the Italian Republic: the Safety Investigation Authority of the Italian Republic, the "Agenzia Nazionale per la Sicurezza del Volo", hereinafter ANSV;
  - For the State of Eritrea: the "Civil Aviation Safety Investigation Authority of Eritrea".
3. The Parties shall inform each other without delay, through diplomatic channels, of any changes related to the competent Authorities referred to in paragraph 2 of this Article.

**ARTICLE 2**  
**Objective**

1. The objective of this Agreement is to facilitate technical cooperation in aviation accidents and serious incidents investigations upon request for support by the State of Eritrea and upon verification of the availability of resources and equipment of the competent Authority of the Italian Republic.
2. The support requested under this Agreement may include:
  - a) assistance of experienced investigators or experts in ADREP/ECCAIRS systems;
  - b) laboratory analysis and testing of aircraft structures and systems;
  - c) loan of equipment useful for the investigation of accidents and serious incidents;
  - d) training, including on-the-job training (OJT), that may involve providing instruction and technical support or participation in the course of an investigation;
  - e) providing investigative procedures and guidance material;
  - f) data extraction and analysis from FDR, CVR and/or combined recorders;
  - g) advising on how to draft final reports, bulletins, interim statements and other public documents;
  - h) other forms of support mutually agreed upon by the Parties.
3. For the purpose of this Agreement, unless otherwise provided herein, the definitions provided for in the Chicago Convention and its Annexes shall apply.

**ARTICLE 3**  
**Mode of cooperation**

1. Pursuant to this Agreement, upon request by the Government of the State of Eritrea, the Government of the Italian Republic may provide support in the forms listed in Article 2 of this Agreement, after a discretionary evaluation of convenience and provided that human and technical resources are available.
2. Notwithstanding any request for support under Article 2, the State of Eritrea shall remain in charge and responsible for the investigation as a whole, in accordance with the provisions of Annex 13 of the Chicago Convention.

3. All requests for support shall be submitted through diplomatic channels.

**ARTICLE 4**  
**On-the-job Training**

1. In the event that the State of Eritrea needs to acquire technical expertise, it may request the participation in the investigation of an ANSV investigator as an observer for on-the-job training purposes.
2. Participation as an observer shall imply compliance with all information protection measures under the regulations of the State of Eritrea, as well as the signing of confidentiality agreements to preserve the confidential nature of information.
3. The Investigator-in-charge of the competent Authority of the State of Eritrea shall be responsible for the investigation as a whole and for the actions put in place by the ANSV investigator in its execution.

**ARTICLE 5**  
**Participation in an investigation**

1. The State of Eritrea may request the participation of an ANSV investigator as a consultant in the framework of an accident or serious incident investigation.
2. Participation in an Eritrean investigation shall imply compliance with all information protection measures under the regulations of the State of Eritrea, as well as signing confidentiality agreements to preserve the confidential nature of information.
3. The Investigator-in-charge of the competent Authority of the State of Eritrea shall be responsible for the investigation as a whole and for the actions put in place by the ANSV investigator in its execution.

**ARTICLE 6**  
**Laboratory analyses**

In the event that the State of Eritrea requests to carry out an examination on parts belonging to an aircraft involved in an accident or serious incidents, the State of Eritrea shall be responsible for all the administrative and import/export formalities necessary for the delivery of the item and for the transport itself, as well as for the return of the item at the end of the analysis.

**ARTICLE 7**  
**Recorders readout**

In the event that the State of Eritrea requests the extraction and decoding of data from an FDR, CVR, or combined recorder, it shall be responsible for all administrative and import/export formalities necessary for the delivery of the item and for the transport itself, as well as for the return of the item at the end of the analysis.

**ARTICLE 8**  
**Confidentiality and protection of information**

Data, records, recordings, statements, communications, to which the ANSV might have access as a result of its collaboration with the competent Authority of the State of Eritrea shall be subject to the confidentiality and information protection measures of the ICAO regulations, made mandatory by the European and Italian regulations. Dissemination or assignment to third parties of such information shall be subject to the conditions and obligations contained in the said regulatory provisions.

**ARTICLE 9**  
**Financial aspects**

1. The State of Eritrea shall cover air travel, housing and *per diem* expenses arising from the cooperation under this Agreement; details will be defined by the competent Authorities.
2. The State of Eritrea requesting support by means of technical analyses on aircraft parts or recorders readout, shall cover all the costs relevant to exportation, re-importation and transportation.
3. The expenses arising from the implementation of this Agreement shall be covered by the Parties according to their ordinary budget availability without any additional cost for the State budgets of the Italian Republic and the State of Eritrea.

**ARTICLE 10**  
**Status and rights of the ANSV investigators on mission in the State of Eritrea**

1. The investigators sent by the competent Authority of the Italian Republic, while performing their duties in the State of Eritrea, shall not receive solicitations or instructions on the mode of operation they apply and/or the documentation they produce. The State of Eritrea shall guarantee them absolute independence of judgment, without prejudice to the full responsibility of the State conducting the investigation to produce the investigation final report.
2. When operating in Eritrea, the investigators sent by the competent Authority of the Italian Republic in support of the State of Eritrea under this Agreement shall be granted the same privileges and immunities provided to diplomatic agents under the 1961 Vienna Convention on diplomatic relations.

**Article 11**  
**Applicable law**

This Agreement shall be implemented in accordance with the Italian legislation, as well as applicable international law and, as for the Italian Party, the obligations arising from its membership of the European Union.

**Article 12**  
**Settlement of disputes**

Any disputes in the interpretation and/or implementation of this Agreement shall be solved amicably through direct consultations and negotiations between the Parties.

**Article 13**  
**Final provisions**

1. This Agreement enters into force on the date of signature, and shall remain in force indefinitely.
2. Either Party may suspend the application of this Agreement, in whole or in part, for reasons of national security, public health or public order, by notifying its intention to the other Party, through diplomatic channels, no later than thirty (30) days before the entry into force of such measure. The Parties shall jointly decide to restore the operation of this Agreement through an Exchange of Notes Verbales.
3. Either Party may terminate the present Agreement by notifying the other Party of its intention with a six (6) months' prior written notice, through diplomatic channels. The termination of this Agreement shall not affect the status and rights of the ANSV Italian investigators who were sent on a mission in the State of Eritrea, prior to the date of termination.

4. The Parties may amend the present Agreement in writing, at any time, by mutual consent. The amending agreements shall enter into force following the same procedures stated in Article 13.

In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

Done in Asmara, on March 19, 2026, in two originals, each in the English language, both texts being equally authentic.

For the Government of the Italian Republic

Alfonso Di Riso  
Ambassador of the Italian Republic  
to the State of Eritrea

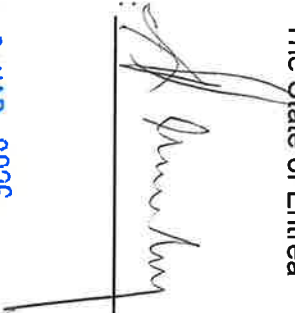
Signature: 

Date: 19 MAR. 2026



For the Government of the State of Eritrea

Paulos Kahsay  
Director General  
Civil Aviation Authority  
The State of Eritrea

Signature: 

Date: 19 MAR. 2026

