



*Irish Coast Guard*



**Agreement**

**BETWEEN**

**THE IRISH COAST GUARD (IRCG)  
A DIVISION WITHIN THE DEPARTMENT OF TRANSPORT, TOURISM AND  
SPORT**

**AND**

**COMHAIRLE FO-THUINN (CFT)**

<b>Version No</b>	<b>Date issued</b>	<b>Approved By</b>
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One	Nil	Nil

**Amendment Record Sheet**

<b>Date</b>	<b>Section</b>	<b>Version Number</b>	<b>Page No</b>	<b>Summary of Change</b>	<b>Completed by (name)</b>

THIS AGREEMENT dated [ ] 2015 is MADE BETWEEN THE FOLLOWING "PARTIES":

- 1) **THE MINISTER FOR TRANSPORT, TOURISM AND SPORT** Leeson Lane, Dublin 2.
- 2) **COMHAIRLE FO-THUINN** (otherwise known as the Irish Underwater Council) company registration number 196745, of 78A Patrick Street, Dun Laoghaire Co. Dublin (hereinafter referred to as "CFT").

#### **LIST OF ACRONYMS**

AGS	An Garda Síochána
AIS	Automatic Information System
EPIRB	Electronic Position Indicating Radio Beacon
IM	Incident Manager
IRCG	Irish Coast Guard
MRSCs	Marine Rescue Sub-Centres
NMOC	National Maritime Operations Centre
POC	Point of Contact
RCC	IRCG Rescue Coordination Centres i.e. NMOC and MRSCs.
SAR	Search and Rescue / Search and Recovery
SMC	SAR Mission Co-ordinator based in NMOC/MRSC
SPOC	Single Points of Contact
SRD	SRR Diver
SRR	Search and Recovery
VHF	Very High Frequency (Marine Radio)

## THE AGREEMENT

### A) Purpose of Agreement

1. The agreement enables CFT to certify and offer volunteer Search and Recovery Divers (SRDs) to the IRCG as an element of support for a Search and Rescue/Search and Recovery (SAR) operation being coordinated by IRCG on the inland or coastal waters of Ireland. The SRDs are volunteers (as defined in the Civil Law (Miscellaneous Provisions Act 2011) and they are not employees of either of the parties.
2. The parties recognise the value of such cooperation in maritime SAR, where voluntary non-binding effort by volunteers supports search and recovery services.
3. Both Parties enter into this agreement on bona fide basis acting in a spirit of good will and understanding with the common goal of endeavouring to recover persons lost in the water.
4. This agreement is mindful of the International Convention on maritime search and rescue concluded at Hamburg on 27th April 1979, the Framework for Major Emergency Management and its maritime protocol and the National Maritime SAR Plan.
5. The Minister has responsibility for the Irish Coast Guard ("IRCG"), a Division of the Department of Transport, Tourism and Sport. References to the IRCG shall be deemed to be references to the Minister unless the context otherwise requires.
6. In consideration by the Minister of CFT's participation in Coast Guard coordinated search and rescue and recovery operations, it is agreed as follows:

### B) Responsibilities

#### Comhairle Fo-Thuinn

1. CFT are responsible for offering, where possible, volunteer SRDs to the IRCG when requested. CFT SRD services are offered by volunteer divers and as such it may not be possible for CFT to guarantee an SRD response. Volunteer divers are offered on an 'as available' and 'best endeavours' basis.
2. CFT will ensure that all the SRDs offered are trained to a standard defined by CFT as the required standard of competency. These divers will only be utilised within the limits of those standards of competency. CFT will only offer fully trained and affiliated SRDs with in date CFT medical assessments.
3. Control and supervision of CFT diving will be the sole responsibility of the CFT appointed SRD supervisor and will be carried out within CFT rules, procedures and guidelines. Any dive tasking from the IRCG will be by way of a 'best endeavours' request for assistance.
4. Operational, technical and medical control, oversight and supervision of diving operations will be solely at the discretion and control of the CFT dive supervisor. CFT

recognises that the IRCG accepts no responsibility for the supervision, management, direction, administration or conduct of CFT diving operations and associated boat work.

5. CFT are responsible for their own procedures for call out, accommodation and transport.

#### **IRCG**

1. IRCG is responsible for the initiation, co-ordination, control and conclusion of maritime emergencies including the mobilisation, organisation and coordination of resources.
2. IRCG has responsibility for the coordination of SAR operations in the Irish maritime search and rescue region and has, for these operations, access to both on call and available resources (declared), and assets of opportunity (non-declared assets).
3. The IRCG NMOC (National Maritime Operations Centre)(incorporating MRCC (Marine Rescue Coordination Centre) and Marine Rescue Sub-Centres (MRSCs)), assume the coordination of maritime SAR operations and assist An Garda Síochána (AGS) in missing persons searches as required.

#### **C) Deployment & Operations**

1. In the event that SRD services are to be required, the relevant IRCG RCC will make contact with the regional CFT nominated person in charge (single points of contact (SPOC)), of SRDs. The RCC will provide the SPOC with a situation briefing. IRCG will retain a list of Regional SPOCs for each SRD Unit which will be provided to IRCG and kept up to date by CFT Headquarters.
2. Where CFT units offer divers, they will make contact with the relevant IRCG RCC, setting out the capabilities they have available.
3. Where an IRCG Incident Manager (IM) is on scene, the CFT Supervisor will liaise and cooperate with the IM prior to preparing his dive plan or where the IRCG IM is unavailable, directly with the SAR mission co-ordinator (SMC) in the RCC. CFT Supervisor will fully brief the IM or RCC on completion of the dive and, where appropriate, receive follow on coordinating instructions from the IM/RCC.
4. A decision to go afloat and to dive can only be made by the CFT Supervisor of the CFT dive team.
5. The parties accept and understand that AGS is the overall authority in searching for and recovering missing persons.
6. In the event of dive operations being conducted or co-ordinated by AGS and/or Navy diving units, CFT will liaise directly with the relevant on scene representatives of the respective organisation(s).
7. Search operations will be stood down or suspended at the discretion of the IRCG/AGS.

8. A CFT boat will always log a Traffic Report, by VHF radio, with the NMOC or MRSC on departure and return from shore
9. CFT HQ will arrange through the NMOC/MRSCs annual exercises with Coast Guard CGUs including helicopter support.

**D) Communications**

1. On Scene Communications will ordinarily be conducted via Marine Very High Frequency (VHF) (list of communications is available under Appendix 1). All CFT SAR dive boats will be fitted with the necessary VHF system and appropriate channels. All CFT SAR dive boats over 7m will be fitted with and operate AIS transponders, and be fitted with a registered and operational 'Float Free' Electronic Position Indicating Radio Beacon (EPIRB).
2. Situational reports from a CFT SRD operation shall be made directly to the SMC or relayed through the IM to the SMC. Where appropriate the IRCG may request CFT SRD teams to attend briefing/debriefing sessions as required.

**E) Health and Safety of CFT Search and Recovery Units**

1. When engaged in SAR operations with the IRCG, CFT will be solely responsible for the health and safety of their members engaged in diving and diving related activities, and for the supervision of all aspects of diving and boat operations. No coordination or advice received from IRCG is to be regarded as a direction or instruction to dive, but as a request to assist i.e. 'Ask not Task'. However when making such a request, the IRCG will be cognisant of the nature of the activities to be carried out at the incident location.
2. Both parties shall inform each other and their respective on site representatives (if any) of any hazards or risks of which they are aware to their safety, health and welfare arising from the activity. This may include the exchange of safety statements or relevant extracts relating to hazards and risks to the personnel involved. CFT are responsible for conducting their own risk assessments.
3. The parties shall take all appropriate safety precautions to mitigate risks or hazards to the health, safety and welfare of all personnel engaged in any operation.
4. CFT must be satisfied that Boat Coxswains and crew are competent and boats are operated to the appropriate CFT standards. All boats and crews must comply with the Merchant Shipping Acts, Sea pollution Acts and applicable EU Directives. All boats must hold the required current valid statutory certification and all crews must also hold the required statutory personnel certification.
5. CFT shall comply with any notices pertaining to diving exclusion zones unless specifically exempted in writing by IRCG.
6. Nothing in this Agreement shall be construed as alleviating CFT from compliance with the required statutory obligations.
- 7.

## **F) Code of Conduct**

1. CFT is responsible for the conduct and behaviour of SRDs and volunteers participating in SAR operations.
2. CFT agree that SRD Teams will take guidance from the IRCG IM or RCC. This guidance will not include the conduct of diving operations or safe operation of boats.
3. All CFT divers on SAR operations will behave in a professional and courteous manner.
4. All CFT divers will be respectful to next of kin, family and friends of those lost and to the local population.
5. CFT agree that contact with media during operations will be through IRCG.

## **G) Indemnities and Liabilities**

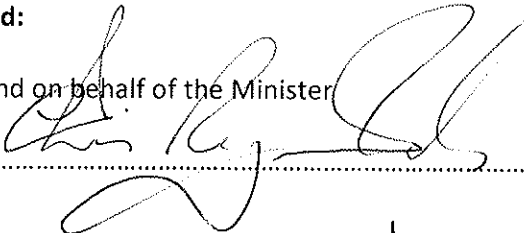
1. CFT are responsible for ensuring that all relevant and appropriate insurances are in place and, at IRCG's request in writing, available for inspection by IRCG. At minimum the following insurances are required:
  - Public Liability with a limit of indemnity of € 6,500,000 for any one claim or series of claims arising out of a single occurrence;
  - Employers Liability with a limit of indemnity of € 12,700,000 for any one claim or series of claims arising out of a single occurrence;
  - Professional Indemnity € 1,300,000 limit of indemnity any single occurrence;
  - Personal Accident Insurance;
  - All CFT SRD members maintain appropriate personal insurances.
2. Each participant will bear its own costs which include all costs relating to insurances, equipment, medical expenses, travel and transportation.
3. The parties note that the Department of Transport, Tourism and Sport is a Delegated State Authority, covered under State indemnity which indemnifies its servants and/or agents in respect of any claims for personal injury and/or third-party property damage, arising from the negligence of the Department, its servants and/or agents. The State indemnity confirmation statement operates in lieu of a certificate of insurance and outlines these indemnity arrangements.
4. The IRCG shall not be liable to the CFT, its servants or agents, for any loss or damage, in respect of personal injury and third party property damage claims of the CFT, its affiliates, servants or agents, by reason of, or on account of, or in any of the circumstances set out in this Agreement, unless due to the Gross Negligence of the Department of Transport, Tourism and Sport, its servants or agents.
5. The CFT shall not be liable to the IRCG or any of their respective servants or agents for any loss or damage, in respect of personal injury and third party property damage claims of the IRCG, its affiliates, servants or agents, by reason of, or on account of, or in any of the circumstances set out in this Agreement, unless due to the Gross Negligence of the CFT, its servants or agents.

**H) Liaison and Review**

1. Any breach of this agreement may result in the termination of this agreement, without prejudice to any other right or remedy which the IRCG may have.
2. Each party acknowledges that (apart from any other consideration) it is entering into this agreement in consideration of the other party entering into it.
3. CFT and the IRCG will exchange the necessary information as required to allow for the operation of the Agreement and will meet annually. Any information exchanged is confidential unless otherwise notified and may be subject to FOI.
4. Both parties agree to allow for the calling of a meeting other than the annual meeting by either party to discuss a specific matter that may arise.
5. In the event of any dispute or difference arising or occurring between the parties in relation to any matter in connection with this agreement, the parties shall use reasonable endeavours to resolve same. Failing resolution of the dispute or difference, the parties may refer same to mediation (each party bearing its own costs), or to arbitration, conducted by a person appointed by agreement of the parties, or failing agreement of the parties, a person nominated by the President for the time being of the Law Society of Ireland. The Arbitration Act 2010 shall apply to such arbitration.
6. This agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts.
7. This agreement may be amended by agreement of the parties at any time in writing.
8. This agreement may be terminated by either party giving three (3) months written notice.

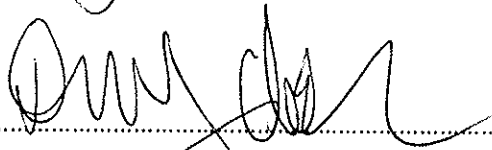

**Signed:**

For and on behalf of the Minister

  
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President CFT.....

Date:



## Appendix 1- Communications

IRISH COAST GUARD (Office hours only)	Tel	00353 1 6783454
	Fax	00353 1 6783459
	E-mail	<a href="mailto:admin@irishcoastguard.ie">admin@irishcoastguard.ie</a>
National MOC Dublin (24 hour SPOC)	Tel	00353 1 6620922
	Fax	00353 1 6620795
	E-mail	<a href="mailto:DublinNMOC@dttas.ie">DublinNMOC@dttas.ie</a>
MRSC Malin (24 hour)	Tel	00353 74 9370103
	Fax	00353 74 9370221
	E-mail	<a href="mailto:MRSCMalinhead@irishcoastguard.ie">MRSCMalinhead@irishcoastguard.ie</a>
MRSC Valentia (24 hour)	Tel	00353 66 9476109
	Fax	00353 66 9476962
	E-mail	<a href="mailto:MRSCValentia@irishcoastguard.ie">MRSCValentia@irishcoastguard.ie</a>
CFT Search & Recovery Co Ordinator (24 hour)	Tel	00353 838423238
	E-mail	<a href="mailto:sar@diving.ie">sar@diving.ie</a>
CFT National Diving Officer (24 hour)	Tel	00353 86 7968834
	E-mail	<a href="mailto:ndo@diving.ie">ndo@diving.ie</a>
CFT Head Office (Office Hours Only)	Tel	00353 1 2844601
	E-mail	<a href="mailto:louise@diving.ie">louise@diving.ie</a>