

MEMORANDUM OF UNDERSTANDING ON AERONAUTICAL AND MARITIME SEARCH AND RESCUE COOPERATION BETWEEN THE JAMAICA DEFENCE FORCE AND THE MINISTRY OF DEFENCE OF THE DOMINICAN REPUBLIC



**Santo Domingo, D.N.-
October 11, 2023**



MEMORANDUM OF UNDERSTANDING ON AERONAUTICAL AND MARITIME SEARCH AND RESCUE COOPERATION BETWEEN THE JAMAICA DEFENCE FORCE AND THE MINISTRY OF DEFENCE OF THE DOMINICAN REPUBLIC.

Between: **THE MINISTRY OF DEFENSE**, organ of the Dominican State, created by the Constitution of the Republic and governed by the Organic Law of the Armed Forces, No. 139-13, of September 13, 2013, with address established at the corner formed by the Avenues February 27 and General Gregorio Luperón, of this city of Santo Domingo de Guzmán, National District, duly represented by its head, Lieutenant General **CARLOS LUCIANO DÍAZ MORFA**, ERD, HEREINAFTER REFERRED TO AS THE **MIDE**, OR BY ITS FULL NAME AND ON THE OTHER HAND THE Jamaica Defence Force domiciled at Up Park Camp, Kingston, Jamaica represented by Rear Admiral ANTONETTE WEMYSS GORMAN, Jamaica Defence Force, domiciled and resident in Kingston, Capital of Jamaica, hereinafter referred to as **JDF**, or by its full name.

For all purposes and consequences of this Agreement when the **MINISTRY OF DEFENCE (MIDE)** and the **JAMAICA DEFENCE FORCES (JDF)** are jointly designated they shall be referred to as: **"the Participants"** and individually as **"the Participant"**.

PREAMBLE:

Whereas: The provisions contained in the 1982 United Nations Convention on the Law of the Sea.

Whereas: The importance of Search and Rescue (SAR) cooperation and the provision of fast and efficient SAR services, especially between neighbouring countries and their search and rescue (SRR) regions.

Whereas: Jamaica is party to the International Convention on Maritime Search and Rescue of 1979 of the International Maritime Organization (IMO), hereinafter referred to as "the SAR Convention", and that both countries are Participants to the Convention on International Civil Aviation of 1944 of the International Civil Aviation Organization (ICAO), hereinafter referred to as "the Chicago Convention".

Whereas: The International Manual of Aeronautical and Maritime Search and Rescue Services, hereinafter referred to as the "IAMSAR Manual".

Whereas: Article 3 of the Constitution of the Dominican Republic on sovereignty provides as follows: **"The sovereignty of the Dominican Nation, a State free and independent of all foreign power, is inviolable. None of the public powers organized by this Constitution may perform or permit the performance of acts that constitute a direct or indirect intervention in the internal or external affairs of the Dominican Republic or an interference that violates the personality and integrity of the State and the attributes that are recognized and enshrined in this Constitution. The principle of non-intervention constitutes an invariable norm of Dominican international policy."**

Whereas: Article 260 of the Constitution of the Dominican Republic tacitly provides as follows: **"The following are objectives of high national priority: 1) Combating transnational criminal activities that endanger the interests of the Republic and its inhabitants and 2) Organizing and sustaining effective systems that prevent or mitigate damage caused by natural and technological disasters."**

RECOGNIZING: That in many areas of the world the fastest, most effective and practical way to execute an effective search and rescue (SAR) operation is to develop regional cooperation systems, with the aim of strengthening aeronautical and maritime cooperation and coordination and strengthening this type of operations.



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THEFORE: with the express understanding that the provisions contained in the preceding preamble are an integral part of this document, **The Participants have reached the following understanding:**

PARAGRAPH 1: TERMS AND DEFINITIONS

For the purposes of this MOU, the terms and definitions that will apply are set out in Annex A.

PARAGRAPH 2 SCOPE OF THIS MOU

The signatory parties, adhering to the norms of international law and maintaining mutual respect for the sovereignty and territorial integrity of their respective States, agree to cooperate in the following areas:

- a) Support each other by providing SAR means as appropriate for operations within their respective SRRs.
- b) Make and respond to requests for assistance between the operational entities of the Signatory Parties, as their respective capabilities permit.
- c) Develop appropriate procedures and communications for coordination between the assets of both parties that respond to the same SAR incident and for coordination between the institutions involved in this type of operation.
- d) Apply the guidelines of the International Manual of Aeronautical and Maritime Search and Rescue Services (IAMSAR Manual) with respect to SAR operational and communications procedures.
- e) Establish agreed procedures, balancing sovereignty and life-saving concerns, with respect to the entry of various types of SAR assets into the territory of the other Party, solely for SAR operations;
- f) Participate in other SAR collaborative efforts, including:
 - i. Mutual visits by Naval or Coast Guard personnel of the Participants.
 - ii. Training or joint exercises.
 - iii. Cooperation in the development of SAR procedures, techniques, equipment or assets.
 - iv. Exchange of relevant SAR communications information.
- g) Non-SAR operations may be coordinated and/or included into annual planned exercises. The specific details will be described in a separate operational order.



PARAGRAPH 3: SEARCH AND RESCUE REGIONS

3.1. The geographical boundaries of the Air and Maritime SRR of the Dominican Republic and Jamaica are delimited and set forth in Annex B, which is an integral part of this Memorandum of Understanding.

3.2. The delimitation of FIR and SRR is unrelated and shall not prejudice the delimitation of any boundary between States or their sovereignty and jurisdiction.

PARAGRAPH 4: TERMS OF THE MOU

4.1. The SAR Convention and the Chicago Convention shall be used as the basis for conducting search and rescue operations under this Memorandum of Understanding.

4.2. The IAMSAR Handbook provides additional guidelines for the implementation of this memorandum.

4.3. Without prejudice to paragraph 4.1 of this MOU, the Participant shall conduct air and maritime search and rescue operations in accordance with this Memorandum of Understanding consistent with the following:

- a) Search and rescue operations conducted under this MOU in the territory of a Participant shall be conducted in accordance with the laws and regulations of each country.
- b) The Participants will keep up-to-date on the availability of any SAR means or other resources that may be necessary to implement this MOU.
- c) The Participant shall keep fully and promptly updated all SAR operations of mutual interest or that may involve the use of means of the other Party.
- d) The Participants shall ensure that assistance is provided to any person in danger. They shall do so irrespective of the nationality or status of that person or the circumstances in which he or she finds himself/herself.
- e) If a search and rescue agency of a Participant receives information that a person is or appears to be in danger, that Participant:
 - i. Shall take urgent measures to ensure that the necessary assistance is provided;
 - ii. Authorise its operational units to request assistance through the agencies of the other Participant;
 - iii. Provide all relevant information on the distress situation and the extent of assistance required (See Annex "F");
- f) The Participant shall authorize its operational units to respond promptly to a request for assistance from an operational unit of the other Participant.
- g) Both parties agree that within their own SRR, their entities have the leadership in coordinating a SAR response or operation, the SAR authorities will consult in each case to see if coordination should be assumed by the other country.
- h) Each Participant shall promptly provide all relevant information on the search and rescue of any person to the appropriate consular authorities.
- i) The Participant to which a request for assistance is submitted shall decide without delay and inform the requesting Participant whether or not it is in a position to provide the assistance requested and shall indicate the scope and conditions of the assistance that may be provided;
- j) Operational units shall be authorized, once the requested Participant is able to provide assistance, to respond promptly to a request for assistance from an operational unit of the other Party.
- k) Both Participants agree that, within their own FIR and SRR, their entities have the lead in coordinating a SAR response or operation;
- l) The SAR authorities shall consult, on a case-by-case basis, to see whether coordination should be undertaken by the other entity.



- m) Both Participant shall promptly provide all relevant information concerning the search and rescue of any person to the consular or diplomatic authorities concerned.

PARAGRAPH 5: RELATIONSHIP WITH THIRD PARTY PARTICIPANTS

The provisions of this MOU shall not affect the rights and obligations of the Participants. This provision applies to the rights and obligations existing at the time of signature, as well as to future rights and obligations that may come into force.

PARAGRAPH 6: REQUEST FOR ENTRY INTO THE TERRITORY OF A PARTICIPANT FOR THE PURPOSES OF SEARCH AND RESCUE OPERATIONS

6.1 A Participant requesting permission to enter the territory of a participant for SAR purposes, including overflight or landing of aircraft and surface SAR units (land or water), including for refueling, shall forward its request to the relevant participant(s) (see annex "F");

6.2 The Participant receiving such a request shall:

- i. immediately confirm such receipt;
- ii. inform, as soon as possible, whether entry into its territory has been permitted and the conditions, if any, under which the mission may be carried out;
- iii. in accordance with its legislation and international obligations, apply the most expeditious border crossing procedure.

6.3 If the requesting Participant does not receive a response to a participant's request to enter the territory, it shall be understood that the authorization was not granted.

PARAGRAPH 7: FINANCING AND SUPPORT OF THE OPERATION

7.1 Each Party shall fund its own activities in relation to this Memorandum of Understanding, unless the Parties otherwise agree in advance. In any event, any cost-reimbursement issue shall not delay the response to persons in distress.

7.2 Implementation of this MOU will be subject to the availability of relevant resources.

PARAGRAPH 8: CONTACT POINTS AND EXCHANGE OF INFORMATION

8.1 JAMAICA

- a) The main points of contact for this MOU are the RCC Kingston (the Maritime Air Operations Centre), for the Jamaica Defence Force, based in Up Park Camp Kingston, Jamaica and the Commander of the Maritime Air and Cyber Command, as listed in ANNEX C.

8.2 DOMINICAN REPUBLIC

- a) The main points of contact for this MOU are the RCC Santo Domingo, The Maritime Operations Centre (COM) ARD and the Air Operations Centre of the FARD, as listed in ANNEX C.

8.3 The Participants will use the means of communication described in ANNEX C to exchange any information in a SAR event



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8.4 The identification of contact points in this Party is not intended to prevent direct coordination, as appropriate, between other SAR authorities or means.

PARAGRAPH 9: ANNEXES.

The annexes to this MOU are an integral part of this document. All references to this MOU shall be construed as including the annexes.

PARAGRAPH 10: AMENDMENTS

Any amendment or modification of this MOU shall be executed by mutual agreement by both participants in writing.

PARAGRAPH 11: DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this document, the Participants shall consult and negotiate with each other and, recognizing their mutual interests, shall endeavour to reach a solution satisfactory to both Participants.

PARAGRAPH 12: LIMITATION OF LIABILITY

The Participants ensure their ability to conclude the signing of this Memorandum of Understanding and to participate in the activities contemplated herein. Neither Participant shall be liable for any costs or expenses incurred by the other Participant, except in accordance with the terms of this MOU or any policies and procedures established between the Participants for the purpose of giving effect hereto.

PARAGRAPH 13: CESSION

The Participant may not assign or transfer any part of their obligations under this Memorandum of Understanding without the prior written approval of the other Participant.

PARAGRAPH 14: CONFIDENTIALITY

The Participants agree that any confidential information will not be disclosed without the written consent of the other Participant, unless the said information is legally requested, in which case the Participant that intends to disclose it will notify the other Participant before proceeding, in pursuing the objectives hereof, each of them can come into possession of information that may be of a sensitive nature with respect to each other's matters and operations and agree that all such information shall be kept confidential and shall not be disclosed, except with the prior written consent of the Party, whose confidential information will be disclosed or unless it complies with any legal agreement or of another type of legal requirement and even then the Party disclosing the information will notify the others before disclosing the information.

PARAGRAPH 15: SETTLEMENT OF DISPUTES

The Participants shall resolve any dispute or difference resulting from the implementation or interpretation of this MOU through bilateral consultations or negotiations.

PARAGRAPH 16 : AMENDMENTS

This MOU may be amended in writing with the consent of both Participants. The amendments shall enter into force on the date of their signature by both Parties.



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PARAGRAPH 17: ENTRY INTO FORCE, DURATION AND TERMINATION

17.1 This MOU shall enter into force upon signature by both Participants.

17.2 This MOU may be terminated at any time by any of the Participants upon prior written notice to the other Participant. Such termination shall take effect six (6) months after the date of notification, but not earlier unless by mutual understanding of the Participants.

17.3 SAR operations that are ongoing at the time of termination shall not be affected unless the Participants reach an understanding to the contrary.

SIGNED, in the city of Santo Domingo, Capital of the Dominican Republic, on the eleven (11th) days of October 2023, in the Spanish and English languages, all texts being equally authentic.

FOR THE JAMAICA DEFENCE FORCES:

FOR THE ARMED FORCES OF THE
DOMINICAN REPUBLIC:

ANTONETTE WEMYSS GORMAN
Rear Admiral
Chief of Defence Staff, JDF

CARLOS LUCIANO DIAZ MORFA,
Lieutenant General, ERD.
Minister of Defence of the D.R.

ANNEXES

The following annexes form part of this Memorandum of Understanding.

- Annex A. Definitions.
- Annex B. Geographic Search and Rescue Areas of Jamaica and the Dominican Republic.
- Annex C. Communications.
- Annex D. Aeronautical frequencies.
- Annex E. Search and Rescue Status Report (SITREP) format.
- Annex F. Entry into and overflight into territorial waters by search units and Rescue of both states.



ANNEX A
DEFINITIONS

- a) **Large-Scale Rescue Operations (MRO's):** means SAR services and rescues that are characterized by the need to provide immediate assistance to a large number of people in danger, so that the means that are normally available to the Search and Rescue authorities are insufficient.
- b) **Rescue means** an operation performed to retrieve persons in distress, provide them with initial medical or other assistance, and transport them to a place of safety.
- c) **Search and Rescue Coordinating Centre (RCC):** means unit responsible for promoting the good organisation of Search and Rescue services and coordinating the execution of search and rescue operations within a Search and Rescue Region.
- Note: The term (RCC) shall apply to both aeronautical and maritime centres, being used (ARCC) or (MRCC) when required by the context.*
- d) **Search and Rescue (RSC) Sub-Centre:** means a unit subordinate to a Search and Rescue Coordination Centre, established to complement the function of the latter under certain special provisions of the responsible authorities.
- e) **Search:** means an operation normally coordinated by a Search and Rescue Coordination Centre or Search and Rescue Sub-Centre, in which available personnel and means are used to locate persons in distress.
- f) **SAR authorities:** means for the Government of the Dominican Republic, and by the Government of Jamaica
- g) **SAR Region (SRR):** means area of defined dimensions, associated with an RCC, within which SAR services are provided.
- h) **SAR services:** means conducting surveillance, communication, coordination, search and rescue operations. These services are carried out in accordance with the relevant frameworks of the International Maritime Organization (IMO) and the International Civil Aviation Organization (ICAO).
- i) **JOINT RESCUE COORDINATION CENTER (JRCC):** Rescue Coordination Center in charge of search and rescue operations, both aeronautical and maritime.
- j) **MRCC Maritime RCC;** is an RCC with responsibilities in maritime SAR.
- k) **MRCC RCC Maritime;** is an RCC with responsibilities in maritime SAR.
- l) **Distress phase:** means a situation in which there is reasonable certainty that a person, vessel or other craft is threatened by serious and imminent danger and requires immediate assistance.
- m) **Territorial Zones:** means the territorial zones of the Participants;

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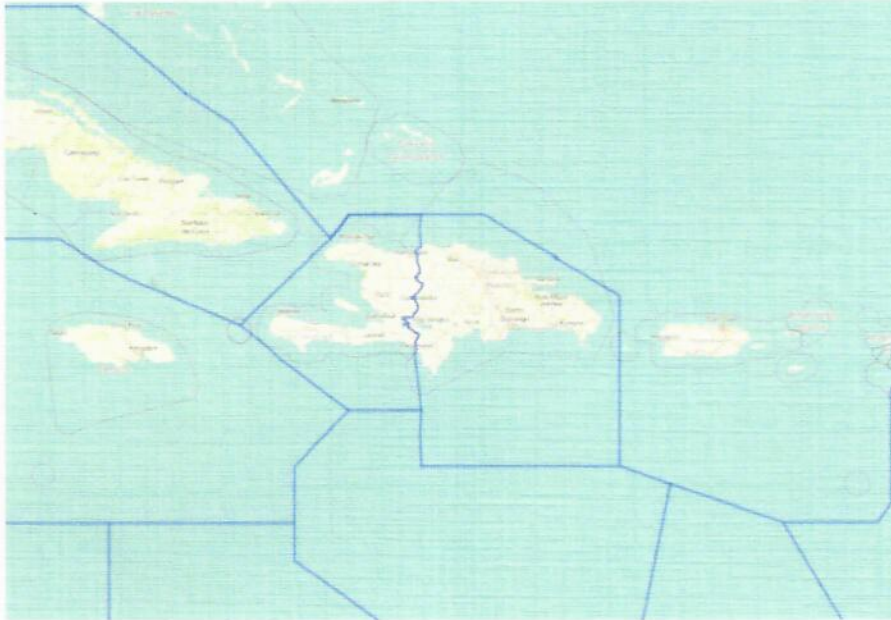
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ANEXO B

**GEOGRAPHIC SEARCH AND RESCUE AREAS FOR THE CARIBBEAN, INCLUDING
JAMAICA AND THE DOMINICAN REPUBLIC.**



(In the geographical areas of search and rescue includes under the responsibility of the Republic of Haiti part of the airspace and territorial waters of the Dominican Republic).

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ANNEX C
COMMUNICATIONS

- a) During SAR operations, involving both Parties, two-way communications will be established, which will be the key to good coordination between the different Search and Rescue Units of both Parties.
- b) During SAR combined operations, the language between operating entities must be English.
- c) During SAR operations, any requests for assistance and/or support will be made using the fastest means of communication, followed by confirmation messages by phone or mail.
- d) The status report (SITREP) referred to in Annex 2 of the "IMO Merchant Ship Search and Rescue Manual (1987 edition) contained in Annex "E" to this Treaty shall be used to keep the operation of the entities of both Parties informed of the progress of the Search and Rescue mission. This SITREP shall be transmitted as soon as details about an incident are sufficiently clear to indicate the involvement of the SAR system. This SITREP should not be unnecessarily delayed for the confirmation or translation of all details.
- e) The following existing communications facilities are available for communications between the operational entities of both parties. The main means of communication between Jamaica and the Dominican Republic will be by telephone and email.

Voice and e-mail communications: Jamaica.

1) JRCC-Maritime Air Operations Center, Up Park Camp, Kingston:

(a). Landline: 1-876-836-1216
876-926-8121 ext.: 4006-6.

(b). Email: jdfmacc.maoc@jdf.mil.jm.

2) MRCC Kingston Call Frequency and Distress:

- (a). HF 2.182 KHz
- (b). VHF Ch 16

3) MRCC Kingston Climate and Security Broadcasts:

- (a). HF Frequency 8291.0 KHz (0830R, 1330R)
- (b). VHF Ch 13 (0930R, 1400R, 2030R)

4) MRCC Kingston VHF International Call Sign (Kingston Coast Guard Radio): CoastGuard Radio Kingston 6YX.

5) During search and rescue operations, all search and rescue units involved shall use the following call signs:

- (a). The call sign for SAR aircraft consists of its call sign prefix assigned by RESCUE PLUTO / PEDRO (coast guard and military air conditioning) and RESCUE 01, etc. for civil SAR aircraft.

i. Manley Tower A/C Frequencies: 121.9 MHz

- (b). The call signs of SAR ships, the name of the ship must be used, without prefix.



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- 6) All SAR aircraft operating under the control of JRCC ----- and participating in SAR operations will issue the following IFF mode transponder settings (if the equipment has been installed and is functioning properly): Fixed IFF mode 3 setting of "336" followed by the numerical code of the callsign RESCUE PLUTO or RESCUE PEDRO.

Example: "RESCUE PLUTO THREE"

IFF mode 1 setting is "73"

IFF 2 mode setting is "1234"

IFF mode 3 settings are "3361", "3362" or "3363"

- 7) The main channels of communication between Jamaica and the DCCG will be by telephone, e-mail and fax (preferably e-mail).

DOMINICAN REPUBLIC

Voice and email communications: Dominican Republic.

1) RCC SANTO DOMINGO:

- (a). 809-549-0137
809-549-1310 Ext.: 230
809-274-4322 .: 6424,6425

- (b). Fax- 809-549-2734

2) Naval Operations Division (M-3):

- (a). 809-604-6506, Maritime Operations Center (COM), ARD.
809-591-5450
809-593-5900 Ext.: 5229.

3) Air Operations Division (A-3):

- (a). 809-596-6506, Maritime Operations Center (COM), ARD.
809-754-7016
809-688-3333 Ext.: 2225/2226.

4) Radiotelephone:

- (a) Naval Operations Division (M-3):
2182 KHz (open 24 hours a day by the Naval Operations Division (M-3) 7635 KHz, 8085 KHz,
6913 KHz, 1157KHz (Open 24 hours a day by the Naval Operations Division (M-3).

- (b) Directorate of Air Operations (A-3), 122.7 MHz (open 24 hours a day by the Director of Air Operations (A-3).

5) Printed communications:

- (a) RCC Santo Domingo AFTN: MDSDFYFX, MDSDYCYX
(b) MRCC com@marina.mil.do
(c) rccsantodomingo@gmail.com
(d) rccsantodomingo@idac.gov.do



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6) Telefax:

(a) División de Operaciones Navales (M-3):

809 – 592 – 0707

809 – 592 – 0910

(b) Dirección de Operaciones Aéreas (A-3):

809-596-1078

809-598-4974

BAND	PRIMARY (Day/ Night)	SECONDARY (Day/ Night)	INTERNATIONAL VOICE
HF	8235.5 Khz/5445.5KHz	7350.1 Khz/4850.5KHz	3023 Khz or 5680 Khz
VHF	Ch 13	Ch 69	
Day; 0800R-2000R, Night 2001R-0759R			

7) The Search and Rescue Units will be predetermined by each Party and communicated to the RCCs of the other Party before the start of each combined search and rescue mission.

a. The following communication channels will be used between the Search and Rescue Units. The Commander on scene may designate other frequencies as necessary.

b. The call sign of SAR aircraft consists of their call sign with the suffix RESCUE.

c. The call signs of SAR ships must use the name of the ship, without prefix or suffix.

8. All SAR aircraft operating under the control of the JRCC and participating in SAR operations will issue the following transponder settings in IFF mode (if the equipment has been installed and operating correctly): Fixed IFF mode setting 3 of "36" followed by the callsign code number SCORPION 14 RESCUE or EAGLE 09 RESCUE.

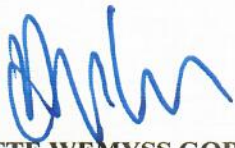
Example: "EAGLE ZERO THREE RESCUE (EAGLE 03 RESCUE)"

IFF 1 mode setting is "73" (not used)

IFF 2 mode setting is "1234" (not used)

IFF 3 mode setting is "3603"

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Minister of Defence of the D.R.



**ANNEX D.
AERONAUTICAL FREQUENCIES**

AERONAUTICAL FREQUENCIES OF JAMAICA

UNITS	TELEPHONIC	FREQUENCIES
Radar Marley	876-920-7300	120.600 MHz
Torres Manley	876-924-8056	118.650 MHz
Radar Sangster	876-920-7300	120.800 MHz
Torre Sangster	876-952-3124	118.750 MHz
JDF Air Wing Tower	876-960-7365	122.600 MHz

AERONAUTICAL FREQUENCIES OF THE DOMINICAN REPUBLIC.

UNITS	TELEPHONIC	FREQUENCIES
San Isidro Control Tower	809-754-8170	122.700 MHz
Maritime Operations Center (COM)	809-591-5450	131.700 MHz
	809-604-6506	131.800 MHz
Defensa Aérea	809-722-2737	131.700 MHz
		131.800 MHz



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ANNEX E

Search and Rescue Situation Report (SITREP) FORMAT

Reference: Annex 2 Part 2 of the IMO MERCHANT SHIP SEARCH AND RESCUE MANUAL (1987 edition).

Short form

To give details urgently when assistance is required, or to provide a notice of a claim as soon as possible.

PRIORITY TRANSMISSION

OF:
FOR:
AUNTO:

SAR SITREP

(Emergency phase)
(Sequence)
(c/s/name/nac)
(Description of the difficulty)
(If required-UNC (unit number))

A. IDENTITY OF THE INCIDENT:

(Name)
(Call sign)
(Flag State)

B. POSITION:

(Latitude longitude)

C. SITUATION:

(Type of message, e.g. :p choose/urgent)
(Date/time, nature of danger/urgency)
p . Ex.:I Ignition, collision, medical assistance

D. NUMBER OF PERSONS:

E. HELP REQUIRED:....

Full form

The following additional section will be used to transmit amplification and/or update information during SAR operations.

F. COORDINATION OF RCC:
G. DESCRIPTION OF THE CLAIMANT

(Physical description)



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(Owner / Charterer)

.....

(Cargo transported)

.....

(Passage from/to)

.....

(Rescue equipment transported)

.....

(Etc. etc.)

.....

(Wind, sea or wave condition, temperature)

.....

(Visibility, cloudiness or ceiling)

.....

(Barometric pressure)

.....

(For both victim and/or RCC)

.....

(As planned by RCC)

.....

(OSC Designated)

.....

(Participating units)

.....

(Etc. etc.)

.....

(Including the time the

SAR operation will end)

H. WEATHER CONDITIONS ON STAGE:

I. INITIAL ACTION TAKEN:

J. SEARCH AREA

K. COORDINATION INSTRUCTIONS:

L. FUTURE PLANS

M. ADDITIONAL INFORMATION:



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ANNEX F

ENTRY AND FLIGHT OVER TERRITORIAL WATERS BY SEARCH AND RESCUE UNITS OF BOTH PARTIES

1. In the event that it is necessary to enter and/or fly over the territorial waters of the other State for the purpose of conducting extended Search and Rescue operations by means of a vessel or aircraft under the control of the RCC, a request providing all possible details of the projected mission shall be transmitted through the most expeditious means of communication. In case the aforementioned request was made by voice means of communication, it must be confirmed by email (preferably) or fax, containing a request for acknowledgment of receipt. It is recommended to use the internationally recognized SITREP format. (Annex "E").

In this case, paragraph E of the SITREP (ASSISTANCE REQUESTED) shall read as follows:
"Authorization is requested to enter the territorial sea of (the other State) with the following Search and Rescue Units: (Type) / (Call sign).

2. The request to enter and/or fly over the territorial waters of the other State, for the purpose of carrying out extended Search and Rescue operations, may only be made by the respective Operational Entities.

1. Authorization to enter Jamaica's territorial waters as described in this Annex shall be issued by JRCC Kingston.
2. The authorization to enter the territorial waters of the Dominican Republic, as described in this Annex shall be issued by MRCC Santo Domingo.
3. The receipt of a request to enter and/or fly over the territorial waters of the other State, for the purpose of carrying out extended Search and Rescue operations must be confirmed after receipt. The decision on the application shall be transmitted by the respective Operational Entity, as soon as possible, using the fastest means of communication, and shall be confirmed by telex or facsimile message in the case of voice communications.
4. Any aircraft operating over the territorial waters of the other State for the purpose of conducting extended Search and Rescue operations shall operate in accordance with the applicable Air Traffic Procedures and Regulations. It is considered mandatory for the respective Operating Entities to prepare a Flight Plan indicating the Search Area, Search Altitude and other relevant information.
5. The entry or overflight of any vessel and/or aircraft into the territorial waters of the other State (without prior authorization) for the purpose of providing emergency assistance to persons, surface, vessels or aircraft in immediate danger of disaster or when the location thereof is reasonably well known, is authorized immediately.
6. The Commander of the ship entering the territorial waters of the other State, or the Commander of the Aircraft entering the airspace over the territorial waters of the other State, shall immediately notify the Operational Entity of that State of his actions and intentions through any available means, either:
 1. A Coastal Radio Station.
 2. A Maritime Radio Station, or
 3. An Air Traffic Control Facility.
7. When an Operational Entity becomes aware of the entry and/or overflight into territorial waters of the other State of Search and Rescue units under its control, for the purpose of providing emergency assistance to persons, surface vessels, or aircraft in immediate danger of disaster (paragraph 5), it shall immediately inform the Operational Entity of the other Party.



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8. The authorizing Party may provide a meeting point to support coordination among the assets of any Party participating in the RAS mission. Either Party may request and/or be provided with an envelope boarding or Shiprider that is competent in the language of the requesting Party to facilitate communication and coordination.

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