



**MEMORANDUM OF UNDERSTANDING
AMONG
PACIFIC MISSION AVIATION, THE PALAU NATIONAL MARINE SANCTUARY OFFICE, THE MINISTRY OF
HEALTH AND THE MINISTRY OF JUSTICE**

This Memorandum of Understanding (this “MOU”) is entered into by and among Pacific Mission Aviation (“PMA”), represented herein by its President, Pastor Nob Kalau, with principal address at Palau International Airport, PMA Hangar, Airai State, Republic of Palau 96940; the Palau National Marine Sanctuary Office (the PNMS), represented herein by the Executive Director, Keobel Sakuma; the Ministry of Health, Republic of Palau (the “MOH”), represented herein by the Minister of Health, Gregorio Ngirmang; and the Ministry of Justice, Republic of Palau (the “MOJ”), herein represented by Vice President and Minister of Justice Antonio Bells.

This MOU sets forth the overall responsibilities of each party, and shall not and is not intended to create legal relations between and among PMA, the MOH and/or the MOJ, nor shall it provide any party further legal liability and implication other than that existing at the date of signature by PMA, the MOH and the MOJ.

1. Background

PMA is a nonprofit corporation existing under the laws of the Republic of Palau and is willing to voluntarily provide aviation services addressed by this MOU at minimal cost to the Republic of Palau. (NOTE: PMA is not licensed by the Palau National Aviation Administration to conduct night operations in Palau. All flights will be conducted in daytime hours between Civil twilight as published by the Palau National Weather Service.)

2. Purpose

It is the purpose of this MOU to create a collaboration between PMA and the MOH whereby PMA may be called upon by Belau National Hospital (“BNH”) to provide emergency medical evacuation of patients from the states of Angaur, Peleliu and any other states that develop a runway in the future determined to be in need of further medical services at BNH or to transport referral patients on a space available ticket arrangement or to transport a nurse or doctor to provide clinical visits when water transport is not feasible.

It is also the purpose of this MOU to create collaboration between PMA and the MOJ and the PNMS whereby PMA may be called upon to provide Search and Rescue and Surveillance aviation services at the request and in coordination with designated representative(s) of the PNMS and the MOJ.

A. PMA assets may be called upon to perform special services which may include the following:

- i. **EMERGENCY MEDICAL EVACUATION** - A life threatening medical situation which in the joint opinion of the primary care giver and BNH requires immediate air transportation to BNH.
- ii. **REFERRAL PATIENTS TRANSPORTATION** - Generally, patients with chronic conditions which, if not treated properly, will rapidly develop into a life threatening condition.
- iii. **PROVIDER SICK-CALL TRANSPORTATION** - Given that there are no other means of transportation a provider is transported to and from for the purpose of providing regular scheduled clinics.
- iv. **SEARCH AND RESCUE** - In Palau, search and rescue procedures will most likely be initiated in response to a missing vessel or a distress call. In addition, shoreline or inter reef searches might be required for individuals reported missing.
- v. **SURVEILLANCE** - Initiated at the request of the Republic of Palau and generally limited to the detection of foreign illegal fishing vessels. As a matter of policy, PMA will not be involved in airborne surveillance for law enforcement purposes, but will make an exception for the foregoing.

B. Protocol for each of the special services is as detailed below:

a. **EMERGENCY MEDICAL EVACUATION**

- i. Offered free of charge to residents of Palau; PMA is not responsible for the return service of the patient, accompanying family member, or Primary Care Giver (if elected to be the Medical Attendant for the evacuation).
- ii. Primary Care Giver contacts BNH and requests authorization for a “MEDIVAC”.
- iii. In the event that BNH authorizes the MEDIVAC, the authorizing official will:
 1. Contact PMA Flight Operations (680-587-4567 or 680-778-2747) with pertinent details including:
 - a. Patient name
 - i. Allowed 40 lbs. baggage
 - b. Name of accompanying family member
 - i. Allowed 40 lbs. baggage
 - c. Name and credentials of accompanying Medical Attendant
 - i. In some cases the Primary Care Giver may be assigned the task of accompanying Medical Attendant.
 - d. Medical situation
 - e. Place and time of pick-up
 2. Arrange logistics for the MEDIVAC to include:
 - a. Arrangement for an ambulance to meet the aircraft on its return to Palau International Airport.
 - b. Notifying Medical Attendant of their assignment to the mission.
 - i. Medical Attendant must check in with PMA, at the airport, 15 min. prior to scheduled departure.

- c. Notifying the Primary Care Giver of the time and place for pick up.
 - i. Primary Care Giver will in turn coordinate with the patient's family and help them decide on an appropriate family member to accompany the patient.
 - iv. PMA Flight Operations will notify pertinent personnel of the details for the MEDIVAC to include:
 - a. Preparation of the aircraft for MEDIVAC
 - b. Fueling as appropriate
 - c. PMA pastoral staff provided with pertinent details
- b. REFERRAL PATIENT TRANSPORTATION**
- i. Offered free of charge to residents of Palau.
 - ii. Primary Care Giver contacts BNH and requests authorization for a referral.
 - iii. In the event that BNH authorizes the referral, the authorizing official will:
 - 1. Contact PMA Flight Operations with pertinent details including:
 - a. Patient name
 - i. Allowed 40 lbs. baggage
 - b. Name of accompanying family member, allowed only if:
 - i. the patient is a child and unable to care for themselves, or
 - ii. the patient is immobile and requires assistance.
 - 1. Allowed 40 lbs. baggage
 - c. Medical situation
 - d. Place and time of pick-up
 - 2. Arrange logistics for the referral to include:
 - a. Arrangement for patient transportation and confirmation for a bed for admission upon reaching Palau International Airport.
 - iv. PMA will book the patient and accompanying family member (if required) on an available space ticket. (NOTE: The transportation of Referral Patients is done on regularly scheduled flights. Should a referral patient develop an acute problem, the Medical Evacuation Protocol will be followed.)
- c. PROVIDE SICK-CALL TRANSPORT**
- i. Offered free of charge for assigned provider on scheduled flights
 - ii. MOH contacts PMA and confirms a seat
 - 1. Provide pertinent details including:
 - a. Provider's Name
 - i. Allowed 40 lbs. baggage
 - 2. Arrange for return of provider
- d. SEARCH AND RESCUE**
- i. Initiated by the Director of the Bureau of Maritime Security and Fish & Wildlife Protection as the designated representative of the MOJ

1. Service will be provided at the price of fuel.
2. Information given to PMA will include at least:
 - a. Date and time of search
 - b. Total hours of search time requested by the Bureau of Maritime Security and Fish & Wildlife Protection.
 - c. Coordinates of area to be searched
 - d. Pertinent details to assist in search to include:
 - i. Description of lost vessel and personnel
 - ii. Last location
 - iii. Planned departure and destination points
 - iv. Communications gear on board (i.e. cell phone, vhf radio etc.)
 - e. Communications plan for coordinating with surface vessels and the Bureau of Maritime Security and Fish & Wildlife Protection.
 - f. Identification of Observers/Scanners (limited to four persons)

ii. PMA will prepare the aircraft for search and rescue operations to include:

1. Full fuel
2. Camera gear if available
3. Communications plan for purposes of coordination
4. Brief observers on search techniques
5. Execute grid or line search so as to maximize probability of detection.

e. SURVEILLANCE

i. Initiated by the Palau National Marine Sanctuary Office in coordination with the Bureau of Maritime Security and Fish & Wildlife Protection

1. Service will be provided at the following rates:
 - a. \$1000/hr - Beechcraft Queen Air (Excalibur)
 - b. \$750/hr - Britten-Norman Islander
 - c. \$500/hr - Cessna 206 (littoral water surveillance within gliding distance of land at all times)

These costs are based on the assumption of assisting surveillance missions with 20 flight hours per month. If changes in price occur or another aircraft type is added, PMA will notify in advance.

NOTE: At this time the Beechcraft Queen Air and Britten-Norman Islander are currently based in Yap, and would require additional repositioning fees. At a later date once we have a facility erected at the Koror International Airport, we will have more options available to base these larger aircraft there.

ii. Information given to PMA will include at least:

1. Date and time of search
2. Total hours of search time requested by the Bureau of Maritime Security and Fish & Wildlife Protection
3. Coordinates of area to be searched
4. Pertinent details to assist in search to include:
 - a. Description of illegal vessel
 - b. Last location
5. Communications plan for coordinating with surface vessels and Bureau of Maritime Security and Fish & Wildlife Protection

iii. Provided by the Bureau of Maritime Security and Fish & Wildlife Protection:

1. Maximum of four Observers/Scanners
2. Camera equipment for evidence collection

iv. PMA will prepare the aircraft for search and rescue operations to include:

1. Full fuel
2. Camera gear if available
3. Communications plan for purposes of coordination

3. Date Effective.

The terms of this MOU shall take effect upon the date of the signature made last in time and shall remain in effect until either modified or terminated as described hereunder.

4. Modification.

This MOU may be modified upon the mutual written consent of the parties.

5. Termination.

This MOU may be terminated by any party 30 days after giving written notice of termination to the other parties.

6. Emergency Situation.

In the event that there is an unforeseen situation such as maintenance or adverse weather conditions that result in PMA being unable to fly, all services specified under this MOU shall be temporarily stopped. At such time as the maintenance issue, etc., is resolved, services specified under this MOU shall resume.

7. Severability Clause.

Nothing in this MOU is intended to conflict with existing public laws, Executive Order(s) issued by the President, Republic of Palau, or regulations of any party. If a term of this MOU is inconsistent with any such authority, then that term shall be held invalid, but the remaining terms and conditions shall remain in effect.

The undersigned approve the terms and conditions of this MOU and represent that they have the requisite authority to enter into it.

Minister of Justice

Date:_____

Vice President Antonio Bells

Minister of Health
Minister Gregorio Ngirmang

Date: _____

Pastor Nob Kalau
President, Pacific Mission Aviation

Date: _____

Executive Director Keobel Sakuma
Palau National Marine Sanctuary

Date: _____