MEMORANDUM OF COOPERATION

between

the International Civil Aviation Organization

and

the Civil Air Navigation Services Organisation

for

PROVIDING A FRAMEWORK FOR ENHANCED COOPERATION TO IMPROVE SAFETY PERFORMANCE IN CIVIL AIR NAVIGATION SERVICES WORLDWIDE

The International Civil Aviation Organization, with Headquarters in Montréal, Canada, hereinafter referred to as “ICAO”, represented by the President of the Council; and

The Civil Air Navigation Services Organisation, with Global Head Office in Transpolis Schiphol Airport, the Netherlands, hereinafter referred to as “CANSO”, represented by the Director General;

Hereinafter jointly referred to as “the Parties”;

Considering that there is a need for improving safety standards worldwide in the field of air navigation services;

Recalling that Assembly Resolution A37-5 directed the Secretary General, from 1 January 2011, to evolve the Universal Safety Oversight Audit Programme (USOAP) to a continuous monitoring approach (CMA), which will incorporate the analysis of safety risk factors and be applied on a universal basis in order to assess States’ oversight capabilities;

Recalling that Assembly Resolution A37-5 directed the Secretary General to ensure that the CMA continues to maintain as core elements the key safety provisions contained in Annex 1 — Personnel Licensing, Annex 6 — Operation of Aircraft, Annex 8 — Airworthiness of Aircraft, Annex 11 — Air Traffic Services, Annex 13 — Aircraft Accident and Incident Investigation, and Annex 14 — Aerodromes;

Wishing to work jointly and coordinate their resources and efforts to achieve the highest levels of compliance with the Standards and Recommended Practices of Annex 11 — Air Traffic Services and related guidance material;

Have agreed on the following:
1. **Objective and Scope**

1.1 The objective of this Memorandum of Cooperation is to establish a framework for enhanced cooperation between the Parties aimed at achieving the highest levels of safety performance worldwide in air navigation services (ANS). Such cooperation will include:

- engaging in regular dialogue on safety-related matters of mutual interest;
- supporting the improvement of global ANS performance through technical assistance projects and programmes;
- promoting the regular exchange of safety-relevant information and data and by providing mutual access to databases;
- providing expert advice and guidance on training initiatives and material; and
- promoting regional cooperation.

2. **Technical Cooperation**

2.1 The Parties shall collaborate to support the improvement of global ANS performance with respect to States’ obligation to comply with ICAO Standards and Recommended Practices (SARPs) and related guidance material as regards the provision of air navigation services. In achieving this objective, the Parties may assist each other in training programmes involving the Air Navigation Services Provider (ANSP) community to further develop and evolve Safety Management Systems (SMS), and may include such areas as runway safety, safety culture, safety investigations and analysis.

3. **Transparency, Exchange of Information, Access to Databases**

3.1 The Parties will be transparent in their cooperation and will collaborate in safety activities through the exchange of relevant safety data, safety information and documentation related to their respective programmes and activities.

3.2 The Parties will share with one another relevant safety data gathered through USOAP CMA activities and CANSO activities, as well as analyses made on the basis of this data and related metrics to promote the monitoring of safety performance and management, and the implementation of safety improvements. The Parties will provide each other access to relevant databases to facilitate the exchange of information.

3.3 The Parties will encourage transparency in the field of ANS in their relations with States and ANSPs. ANSPs will be encouraged to collect safety data and have analysis systems for continuous monitoring and measurement of safety performance; and to share that data through the use of existing international databases on safety incidents and occurrences.
4. Training and Exchange of Experts

4.1 Where appropriate, each Party will facilitate the participation of staff of the other Party in any relevant safety training programmes which it provides, including computer-based training opportunities to participate in ICAO CMA activities.

4.2 The Parties will endeavour to make experts available to the other, upon request, to perform tasks and participate in activities falling within the scope of this Agreement. The conditions and details of such expert assistance will be specified in working arrangements on a case-by-case basis.

5. Mutual Consultation

5.1 The Parties will consult regularly on matters of common interest for the purpose of realizing the objective of this MOC.

6. ICAO Privileges and Immunities

6.1 Nothing in or relating to this MOC shall be deemed a waiver, expressed or implied, of any immunity from suit or legal process, or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ICAO, its officers and staff, either pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies or other conventions, agreements, laws or decrees of an international character.

7. Duration, Termination and Modification

7.1 This MOC is valid and effectual for an indefinite period. It may, however, be terminated on the initiative of either Party by giving the other Party a written six-month prior notice.

7.2 In the event of termination, the necessary measures shall be taken by Parties to ensure that such termination is not prejudicial to ongoing projects undertaken within the framework of the MOC.

7.3 This MOC may be modified by mutual agreement of the Parties in writing. Each Party will give full and sympathetic consideration to any proposal of modification made by the other Party.

8. Dispute Resolution

8.1 Any difference, dispute or claim arising out of or relating to this MOC shall be resolved amicably by direct negotiations between the Parties.
9. Operation

9.1 This MOC will come into effect on the date on which it is signed by both Parties.

IN WITNESS WHEREOF, the President of the Council of ICAO and the Director General of CANSO, sign in duplicate this Memorandum of Cooperation, in the English language, at Madrid on 11 February 2013.

For the International Civil Aviation Organization

[Signature]

Roberto Kobeh González
President of the Council

For the Civil Air Navigation Services Organisation

[Signature]

Jeff Poole
Director General