



الهيئة العربية للطيران المدني

ورقة عمل 4

الاجتماع التحضيري للجنة قيادة مشروع إنشاء
وحدة إقليمية لمراقبة السلامة الجوية
الرباط، المملكة المغربية 18 و 19 أبريل 2017

البند الثاني: الإطار القانوني والمالي لإنشاء الوحدة RSOO-MENA

مسودة الاتفاقية

(مقدمة من الإدارة العامة للهيئة)

ملخص

تعرض هذه الورقة مسودة مذكرة التفاهم المخطط إبرامها بين الوحدة الإقليمية لمراقبة السلامة الجوية بمنطقة الشرق الأوسط RSOO-MENA والدولة العضو بهذه الوحدة قصد تحديد الإطار واتخاذ الترتيبات اللازمة لأداء المهام الموجب تقديمها من قبل الوحدة.

الإجراء المطلوب من هذا الاجتماع مبيّن في الفقرة 3.

المرفقات : مسودة مذكرة تفاهم MOU

1- المقدمة

تبعاً لقرار الجمعية العامة للهيئة العربية للطيران المدني رقم (5- ج ع /16)، في دورتها السادسة عشر المنعقدة بالرباط يومي 17-18 مايو 2015، المتعلق بالموافقة على إعداد دراسة فنية لإنشاء الوحدة العربية لمراقبة السلامة الجوية ولقرار الاجتماع الثاني لمدراء العاملين للطيران المنعقد بالمملكة العربية السعودية من 20-22 مايو 2013 رقم 10/2 والمتعلق بإعتماد الإستراتيجية حول إنشاء RSOO بالنسبة لدول أعضاء الهيئة العربية العربية ومكتب الإيكاو بالشرق الأوسط والتي تم الإتفاق خلالها، ولتوصية المجلس التنفيذي (49) للهيئة العربية رقم (4- م ت/49) المنعقد بالرباط يومي 6-7 مايو 2015، الذي وافق على توصيات الدراسة الخاصة بإنشاء الوحدة الإقليمية لمراقبة السلامة الجوية والخطة التنفيذية المواكبة والتي تنص على أن عملية إنشاء الوحدة تقوم على أساس مذكرة تفاهم تلزم كل الموقعين عليها وتمنح الوحدة الإطار القانوني متفق عليه لتنفيذ مهامها والأعمال الموكلة إليها.

قامت الإدارة العامة للطيران المدني بإعداد مسودة مذكرة تفاهم (MOU).

2- النقاش:

تحتوي مسودة مذكرة تفاهم (MOU) المرفقة لهذه الورقة خاصة على الفقرات التالية:

- هدف الاتفاقية
- مجالات التعاون
- الواجبات والالتزامات
- خطة العمل.

3 - المطلوب:

دعوة الحضور إلى ما يلي:

1.4. الأخذ علماً بما جاء بهذه الورقة.

2.4. الموافقة على عرض مسودة المذكرة (MOU) على لجنة السلامة الجوية خلال اجتماعها رقم 38.

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE MENA REGIONAL SAFETY OVERSIGHT ORGANISATION (MENA RSOO)
AND THE GOVERNMENT OF
[STATE]

.....

PREAMBLE:

WHEREAS the ACAC General Assembly (GA)/16), ACAC General Assembly (GA)/16) held in Rabat, Morocco, from 16 to 18 May 2012, agreed by its Decision No. 5, to conduct a study on the establishment of an RSOO for ACAC and ICAO MID States;

WHEREAS the ACAC/ICAO Seminar /Workshop, held in Rabat in December 2012, developed a strategy for the establishment of an RSOO, further endorsed by decision No. 4 of the ACAC Executive council (EC/42):

WHEREAS the 2nd meeting of MID Directors General (DGCA-MID/2), held in Jeddah, Saudi Arabia, from 20 to 22 May 2013, endorsed this strategy and agreed that ICAO support ACAC in the conduct of the study;

WHEREAS the 3rd meeting of MID Directors General (DGCA-MID/3), held in Doha, during 27-29 Apr 2015, where nine countries (Bahrain, Egypt, Jordan, Kuwait, Morocco, Oman, Qatar, Saudi Arabia, and Sudan) signed the letter of intent and committed for the process of establishing MENA RSOO and endorsed by ACAC Executive Council (EC/49) decision n°04/49 held in Rabat, Morocco, in May 2015.

WHEREAS the ACAC General Assembly (GA/23) held in Jeddah, 18-19 May 2016, where Saudi Arabia announced its willingness to host and finance for the first two years the relative cost for the establishment of RSOO. This announcement has been re-iterated and confirmed during the fifth meeting of Middle East Regional Aviation Safety Group (RASG-MID/5), held in Doha, during 22-24 May 2016, and during the High-Level Briefing to the DGCA and CEOs aside from the Mid Region Safety Summit third meeting, held in Doha, on 26 May 2016;

WHEREAS the Global Ministerial Conference (GMA) held in Riyadh-Kingdom of Saudi Arabia, 29th-31th August 2016, where Saudi Arabia re-iterate its willingness to host and finance for the first two years the relative cost for the establishment of RSOO;

RECOGNIZING that the establishment of an RSOO for the MENA States would result in effective implementation of State Safety Programmes (SSP) and enhanced safety oversight capabilities and compliance with international requirements;

AND RECOGNIZING that the RSOO could be an effective means of rectifying safety deficiencies and strengthening safety oversight capabilities, in an effective, cooperative and sustainable manner, by way of shared resources, objectives, strategies and activities;

AND RECOGNISING that the objective of the MENA RSOO is to enhance the safety of civil aviation;

AND RECOGNISING the functions of MENA RSOO as contained in the Charter and the desirability of ensuring the uniform application of common standards within the ACAC Region;

AND NOTING the request by (State)..... for MENA RSOO to render assistance.

NOW THEREFORE, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

In this MOU, unless the context otherwise requires, a word defined in the Charter bears the same meaning; and –

“**Charter**” means the Charter Establishing the MENA RSOO approved by [] at their meeting held in [] on the [DATE];

“**Parties**” means MENA RSOO and _____;

“**Member State**” means a member of the ACAC;

“**MENA RSOO**” means the MENA Safety Oversight Organization established by

**ARTICLE 2
OBJECTIVES**

The objective of this MOU is to establish an agreed framework on the arrangements necessary for performing the functions under this MOU.

**ARTICLE 3
AREAS OF CO-OPERATION**

MENA RSOO shall render assistance to [State] in the areas specified in Schedule1 of this MOU.

**ARTICLE 4
DUTIES AND OBLIGATIONS**

- 4.1 MENA RSOO shall perform its duties and carry its obligations in accordance with the relevant provisions of the Charter and the MENA RSOO Manual.
- 4.2 **[State]** is responsible for providing MENA RSOO personnel rendering the agreed services with daily subsistence allowance (DSA) and Costs of travel and any equipment that may be required.

**ARTICLE 5
WORK PLAN**

- 5.1 The parties must agree on the work plan relevant to the areas of cooperation referred to in Article 3 above. The work plan must set out the schedules, activities and outputs together with the respective deadlines for such activities and outputs.
- 5.2 The Parties may amend the work plan as and when considered necessary.

**ARTICLE 6
ENTRY INTO FORCE AND DURATION**

This MOU shall be effective on the date of signature by the last party signing and shall endure indefinitely until duly terminated.

**ARTICLE 7
GRANTING OF DIPLOMATIC STATUS**

- 7.1 The **[State]** shall accord MENA RSOO, its property and staff, diplomatic status, privileges, immunities and facilities, in accordance with its own laws.

**ARTICLE 8
INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The title rights, copyrights and all other rights of whatever nature, in the training material produced under this MOU, shall be vested exclusively to the MENA RSOO.
- 8.2 The title rights, copyrights and all other rights of whatever nature, in the certification material produced under this MOU, shall be vested exclusively to the **[State]**.
- 8.3 The **[State]** may grant MENA RSOO the right to use the State's name, data, trademarks, domain names and all the material provided to the MENA RSOO for the purposes of this MOU.

**ARTICLE 9
INDEMNITY**

- 9.1 The [State] indemnify and hold harmless MENA RSOO, its officers, employees, invitees and agents against all losses, claims, suits, expenses, or damages, which may be instituted or suffered by any person including reasonable attorney's fees, to the extent that they are attributable to the lawful discharge of their functions as officials or invitees in terms of this MOU, unless gross negligence or wilful misconduct is established.
- 9.2 The indemnity obligations set out in this Article shall survive the completion, expiration or termination of this MOU.

**ARTICLE 10
FINANCIAL OBLIGATIONS**

- 10.1 The fees for the provision of the MENA RSOO services shall be as provided in Schedule 2 of this MOU.
- 10.2 Payment shall be made via bank transfer in favor of MENA RSOO whose banking details are as follows:
- Bank Name: TBD
 - Branch Name: TBD
 - Branch No: TBD
 - Account No: TBD
 - Swift Code: TBD
 - Sort Code: TBD
- 10.3 Payment for services rendered shall be made within thirty (30) days of the date of receipt of invoice from the MENA RSOO. Interest on late payments shall accrue at a rate of two per cent (2%) per annum from the date such payment was due until date of payment.
- 10.5 The **[State]** shall bear all costs associated with the participation of MENA RSOO personnel in work performed under this MOU including subsistence, travel and accommodation expenses necessary to carry out the services outlined herein.

**ARTICLE 11
REPORTING RESPONSIBILITIES**

- 11.1 The MENA RSOO staff shall deliver a written report within 30 days of the completion of the services to the designated representative of **[State]**.
- 11.2 The report shall cover the outcomes of the services rendered, the time taken to complete the task and any variation of the task as may be required by circumstances present at the time of delivery.
- 11.4 If, in the course of delivery of any task, the MENA RSOO staff becomes aware of a serious deficiency, or default or a deliberate contravention of aviation safety requirements which in the opinion of the MENA RSOO staff, presents an immediate or substantial threat to aviation safety, and such threat cannot be immediately and effectively resolved in discussions between the parties, the MENA RSOO staff may transmit its concerns to the relevant body within ACAC and ICAO.

**ARTICLE 12
SETTLEMENT OF DISPUTES**

- 12.1 Any dispute regarding the interpretation or implementation of this MOU must be resolved amicably through negotiations conducted in good faith.
- 12.2 Where such negotiations have been undertaken but fail to resolve the dispute, the dispute may be referred by either Party to arbitration or to a court of competent jurisdiction.

**ARTICLE 13
ACCESS TO INFORMATION AND CONFIDENTIALITY**

- 13.1 The **[State]** shall, subject to national laws, grant authorised persons of the MENA RSOO access to all relevant information, systems and facilities reasonably required by authorised persons of the MENA RSOO to perform the services requested under this MOU.
- 13.2 Unless otherwise required by law, or this MOU, neither Party shall disclose to any person (including, but not limited to, a contractor to the Party) other than its employees, any information, documents, records, or other materials received from the other Party in connection with work performed under this MOU.
- 13.3 Each Party shall take all practicable steps to ensure that information provided or generated pursuant to this MOU is protected from further disclosure.

**ARTICLE 14
GOVERNING LAW**

- 14.1 This MOU shall be governed and construed in accordance with the laws of the **[State]**.
- 14.2 This MOU is produced in the [Arabic, English and French language]
- 14.3 Communications, correspondence and reports shall be in [Arabic, English and French language].

**ARTICLE 15
NOTICES**

- 15.1 Notices in terms of this MOU must be in writing and may be delivered by hand, or by courier, to the addresses of the parties specified hereunder:

15.1.1 MENA RSOO

15.1.2 **[State]**

- 15.2 Any party may, through written notice to the other party, alter its address for purposes of receiving communication in terms of this MOU.
- 15.3 The notice will be deemed given in the case of hand delivery or courier, upon written acknowledgment of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;

ARTICLE 16 AMENDMENTS

- 16.1 This MOU constitutes the entire agreement between the parties. Any prior arrangements, agreements, representations or undertakings are superseded by this MOU.
- 16.2 No amendment or consensual cancellation of this MOU or any term of this MOU, including this clause, or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this MOU, shall be binding unless recorded in writing and signed by both parties.

ARTICLE 17 BREACH

- 17.1 Should any of the parties fail to comply with any of the provision of this MOU, or commit a breach of its undertakings, the innocent party shall send a notice to the other party (a party in default and herein after referred to as the "defaulting party"), demanding compliance with such provision. Should the defaulting party, after a period of fourteen (14) days of the date of receipt of such written notice, remain in default, the innocent party shall be entitled, without prejudice to any other rights it may have:
- 17.1.1 to claim specific performance from the defaulting party and/or to claim damages for the losses it may have suffered;
 - 17.1.2 to discharge and execute the defaulting party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from the defaulting party; or
 - 17.1.3 to cancel this MOU forthwith and to claim all damages for the loss it may have suffered from the defaulting party.
- 17.2 For the purposes of this MOU damages shall be limited to a sum equivalent to the total contract price for the services in question. Damages shall further be limited to direct losses and will not in any circumstances extend to consequential losses of any kind.

ARTICLE 18 TERMINATION

- 18.1 Either party may terminate this MOU at any stage and for any reason by giving the other party 30 days written notice of such termination.

18.2 The party terminating this MOU in terms of 18.1 above, for reasons not attributed to the other party is responsible for the costs already incurred by the other party in anticipation of the rendering of the agreed services.

**ARTICLE 19
VIS MAJOR**

19.1 Neither party shall be liable for any failure to fulfil its obligations under this MOU if and to the extent that such failure is caused by any circumstances beyond its reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God, provided that any party affected by such circumstances shall notify the other parties thereof as soon as is reasonably possible in the circumstances.

19.2 Should a party be unable to fulfil a material part of its obligations under this MOU for a period in excess of 30 (thirty) days due to circumstances beyond its control, the other party may, in their sole discretion, cancel this MOU forthwith by written notice.

**ARTICLE 20
SIGNATORIES**

For
[State]

Signed at _____ on this ----- day of ----- 20---

For
MENA RSOO

Signed at _____ on this ----- day of ----- 20---

ANNEX PURSUANT TO ARTICLE 3 (AGREED SERVICES) AND ARTICLE 10 (FINANCIAL OBLIGATIONS)

SCHEDULE 1

AGREED SERVICES

1.
2.
3.
4.
5.

SCHEDULE 2

FEES

1.
2.
3.
4.
5.

For
[State]

Signed at _____ on this ----- day of ----- 20---

For
MENA RSOO

Signed at _____ on this ----- day of ----- 20---
