



Cooperative Development of
Operational Safety and
Continuing Airworthiness
Programme

South Asia

Memorandum of Understanding

(Between Member Civil Aviation Administration of
Participating Countries in the COSCAP-South Asia)

2008 -2012
(Phase III)

Executing Agency:
Technical Cooperation Bureau,
International Civil Aviation Organization



MEMORANDUM OF UNDERSTANDING

BETWEEN THE CIVIL AVIATION AUTHORITIES/DIRECTORS GENERAL OF CIVIL AVIATION OF THE STATES PARTICIPATING IN THE COSCAP-SA

(COOPERATIVE DEVELOPMENT OF OPERATIONAL SAFETY AND CONTINUING AIRWORTHINESS PROGRAMME - SOUTH ASIA)

WHEREAS the Civil Aviation Authorities/Directors General of Civil Aviation of the States participating in the COSCAP - SA Programme, hereinafter the “COSCAP - SA Members”, have established the COSCAP - SA;

WHEREAS it is the mission of the COSCAP - SA Programme to enhance the safety and efficiency of air transport operations in a cost-effective manner, by enhancing the safety oversight capabilities of COSCAP-SA Members and providing a regional forum for addressing aviation safety issues, in order to establish and maintain a safe civil aviation environment in South Asia and beyond;

WHEREAS the cooperation and partnership of industry, other States and their regional organizations as well as the donor community at large having stakes and interest in promoting aviation safety is crucial to the successful functioning of COSCAP-SA;

WHEREAS the COSCAP - SA Members have approved an “Institutional Framework” for the operation of COSCAP - SA;

WHEREAS it is desirable to document the terms and conditions of the Institutional Framework of COSCAP-SA in a Memorandum of Understanding accordingly;

NOW THEREFORE it is understood as follows:

Article I

Objectives

The objectives of COSCAP-SA shall be:

- 1.1 Strengthen the regional institutional framework for aviation safety and assist in the development of a harmonized regulatory framework amongst Member States;
- 1.2 Promote a comprehensive system approach to the conduct of safety oversight activities, focusing on the effective implementation of Standards and Recommended Practices (SARPs), the efficient oversight capability of Member States and assist the Member States in the effective implementation of the critical elements of safety oversight as identified by ICAO;
- 1.3 Develop a regional information sharing system in order to improve access to safety-related information;

- 1.4 Assist the Civil Aviation Administrations of the Member States in their efforts to comply with international and national civil aviation safety standards; and
- 1.5 Support the human resource development requirements of the civil aviation administrations of the Member States in the field of civil aviation.

Article II

Functions

2.1 The objectives stated in Article I are to be achieved through undertaking tasks for the common benefit of all COSCAP - SA Members – the “core services”, on the one hand, and undertaking tasks for the benefit of Members or groups of Members – the “services on request”, on the other hand, as follows:

2.1.1 **Core services:** undertaking tasks for the common benefit of all COSCAP - SA Members:

- (a) improving the proficiency of regional and national inspectors and other professional staff of the Member States by participation in training workshops, seminars, meetings, events or courses and on-the-job training;
- (b) developing and establishing a common regulatory framework, based on ICAO regulations and SARPS, for aviation safety oversight for the Member States and at a pace to be determined by the Steering Committee;
- (c) developing a harmonized set of standards, procedures manuals and other guidance material, and fostering their application;
- (d) accident prevention in line with the Global Aviation Safety Plan (GASP);
- (e) assisted / harmonized implementation of new SARPS;
- (f) assistance with the implementation of Regional Air Navigation Plans;
- (g) mobilizing technical resources from stakeholders in aviation safety with the assistance of ICAO;
- (h) organizing the meetings and activities of the South Asian Regional Aviation Safety Team (SARAST); and
- (i) any other common benefit task determined by the Steering Committee for the enhancement of safety, efficiency or regularity in civil aviation in the region.

2.1.2 **Services on Request:** undertaking tasks for the benefit of a Member or groups of Members, on “as required” basis and in accordance with the funding requirements of Article III 3.7 below:

- (a) providing assistance in the implementation of national regulations, standards, procedures, manuals and other guidance material;

- (b) execution of suitable safety oversight functions on behalf of members, e.g. in the areas of annual safety inspections/audits, certification/recertification of air operators, maintenance organizations, airports and ATS systems, establishment and implementation of Safety Management Systems;
- (c) assisting the national inspectors in specific safety oversight tasks and provision of specific classroom training or on-the-job training to the national inspectors;
- (d) providing assistance in resolving safety-related deficiencies identified through audits and provision of quality assurance functions including the provision of necessary assistance for the Member State or group of Member States to prepare for the ICAO USOAP;
- (e) any other tasks falling within the scope of the objectives of COSCAP-SA requested by a Member or group of Members as decided by the Steering Committee.

Article III

Organs and Funding

- 3.1 The Annual Work Programme of COSCAP-SA shall be decided upon by the Steering Committee.
- 3.2 The COSCAP-SA Programme shall be implemented by the Technical Co-operation Bureau of ICAO within the existing ICAO legal regime applicable to the ICAO Technical Cooperation Programme.
- 3.3 The core services of COSCAP-SA as defined in Article II 2.1.1 above shall primarily be funded by the Member States through annual contributions in accordance with a cost-sharing formula approved by the Steering Committee. The funds shall be placed by ICAO in a Trust Fund account for the COSCAP-SA Programme.
- 3.4 Contributions in the form of grant funds and / or contributions in kind from external donors such as international organizations (public and private) in the field of aviation or associated with it, regional organizations of States, individual donor States, aircraft, aircraft component or aerospace manufacturers, airlines, airports, air navigation services providers, other members of the aero-space industry and any other stakeholders in aviation safety, or international banks supporting infrastructure development in the region, will be welcomed. ICAO shall enter into agreements with the different donors for the use of such grant funds, the conditions for which shall be agreed between the specific donors and ICAO. These grant funds shall be considered as supplemental resources, the primary source of funds being the Member States themselves in accordance with 3.3 above.
- 3.5 The non-public sector stakeholders in aviation safety will be considered as Programme donors by the Steering Committee (Article VII refers) after satisfying itself on the background of such organizations and their compatibility with the Programme objectives defined in Article I above.
- 3.6 Member States' annual contributions, supplemented, as available, by donor funds for the general pool of the COSCAP-SA Trust Fund in ICAO, will be used for common benefit functions defined in Article II, paragraph 2.1.1.

- 3.7 For functions described in Article II, paragraph 2.1.2, the respective Member or group of Member States, air operators, aircraft maintenance organizations, airport operators or ATS service providers receiving the service shall deposit the estimated cost of the service in the COSCAP-SA Trust Fund in ICAO; the service recipient may also request ICAO, through the respective CAA of the Member State, to approach the donor community to contribute in full or in part to the service cost.
- 3.8 COSCAP-SA shall hold ICAO, including its field staff, harmless with regard to any claims, demands or legal actions by third parties which are arising from or relating to the operation of COSCAP-SA.
- 3.9 Nothing set down in this Memorandum of Understanding or related thereto shall be considered as constituting renunciation of the privileges and immunities of ICAO, as a specialized agency of the United Nations.

Article IV

COSCAP –SA Programme Management

- 4.1 The ICAO Technical Co-operation Bureau shall provide the services specified in the latest applicable revision of the COSCAP-SA Programme Document in accordance with established ICAO rules, policies, procedures and practices. In general, the services shall include but not limited to:
- (a) Recruitment, contracting, fielding, and administration of international and regional experts, as approved by the Steering Committee;
 - (b) Recruitment, contracting, fielding and administration of additional short-term international experts and such national experts available and offered by Members on a non-commercial basis for deployment in another Member or group of Members for the provision of specific services;
 - (c) Procurement of Programme equipment and specific equipment required by a Member or Group of Member States as the case may be;
 - (d) Arrangement and administration of fellowship training, study tour or similar activities for the participants of the Member or group of Member States offered by donors or a Member or group of Member States;
 - (e) Maintenance and administration of Programme funds according to applicable ICAO regulations, rules, directives, procedures and practices;
 - (f) Financial and budgetary control to ensure that Programme expenditures, obligations and commitments are within the limitation of the available funds;
 - (g) Preparation and submission of periodic financial statements;
 - (h) Technical back-stopping and support to the field operations;
 - (i) Preparation and submission of Working and Discussion Papers to the Steering Committee Meeting;
 - (j) Review and finalization or *ab-initio* preparation of Programme reports;

- (k) Project monitoring, progress reviews and follow-up actions;
- (l) Other miscellaneous programme management functions;
- (m) Membership in the Steering Committee and participation in its meetings; and
- (n) any other matter which the Steering Committee may assign by resolution, in co-ordination and concurrence with the ICAO Technical Co-operation Bureau.

Article V

Location

- 5.1 COSCAP-SA is currently based in Colombo, Sri Lanka; the Director General of Civil Aviation, Civil Aviation Authority of Sri Lanka provides administrative support to the Office. The Steering Committee may, however, at any time decide to rotate the office as mutually agreed upon.

Article VI

Operation

- 6.1 The core services of COSCAP-SA as defined in Article II 2.1.1 above shall be carried out by a core team of internationally and/or regionally recruited safety oversight experts, supplemented, as required, by regionally or internationally recruited short term consultants. One of these experts shall be assigned the additional task of Programme Coordinator or there can be a full time Programme Coordinator, as may be determined by the Steering Committee by resolution.
- 6.2 A balanced approach shall be applied in the use of regionally recruited, internationally recruited and national experts for Programme implementation.
- 6.3 COSCAP-SA shall maintain a roster of suitably qualified and experienced national experts which may be drawn upon to be recruited as members of the regional team for carrying out assigned activities in their respective fields of specialization.
- 6.4 The “services on request” as referred to in Article II 2.1.2 above shall be provided through deployment of the services of additional international or regional experts in the Programme core team on a cost recovery basis, or through mobilization of such resources available and offered by any other Member on a non-commercial basis, as warranted.
- 6.5 Annual work plans shall be prepared by the Programme Coordinator based upon the decisions taken and priorities determined by the Steering Committee, taking into account the immediate needs of the Member States and the availability of funds.
- 6.6 The Member States will ensure full participation of their relevant national staff in the Programme activities and if a Member States so wishes, it may attach one or more its national inspectors to work with the technical staff of COSCAP-SA, for additional training or exposure, at its own cost.

Article VII

Governing Body – The Steering Committee

- 7.1 The Steering Committee shall be composed of:
- (a) the heads of civil aviation administrations responsible for regulatory functions in the COSCAP- SA Member States (Directors General of Civil Aviation/ Chairmen of Civil Aviation Authorities) or their designated representatives of the Member States;
 - (b) the Director, ICAO Technical Cooperation Bureau or his representative and ICAO Regional Director, Bangkok or his representative.
 - (c) the Programme Coordinator who will act also as the Secretary of the Steering Committee.
- 7.2 Representatives from organizations, States, agencies or entities mentioned in Article III 3.4 above may be invited to participate in meetings as observers. Donor States, agencies, organizations and industry having made a financial contribution or contribution-in-kind may be recognized as “Partners” in the implementation of the Programme.
- 7.3 The Chairmanship of the Steering Committee shall be rotated annually among the heads of the civil aviation administrations responsible for regulatory functions in the COSCAP-SA Member States, unless otherwise resolved by the Steering Committee.
- 7.3 The COSCAP-SA Steering Committee shall meet, at least once a year, normally in the country of its current Chairman. If, for any reason, it is not possible for the meeting to be held in the country of its current Chairman, it shall be held in another Member State offering to host it.
- 7.4 The Steering Committee shall:
- a) Monitor and evaluate the Programme activities since the previous meeting;
 - b) Formulate policies and assign priorities for the activities of COSCAP-SA, taking into account the requirements of this Memorandum of Understanding, and the provisions in the current phase of the COSCAP - SA Programme document and the availability of funds;
 - c) Review and approve the annual work programme and budget of COSCAP-SA; and
 - d) review and direct the work of SARAST.

Article VIII

Joining COSCAP-SA

- 8.1 Subject to such terms and conditions which the Steering Committee may prescribe, any ICAO Contracting State in the sub-region shall be eligible to join COSCAP-SA by notifying a request to the Steering Committee, which shall decide on the matter at its next meeting. However, this shall not preclude consideration by the Steering Committee of the request of any other ICAO Contracting State to join COSCAP-SA.

Article IX

Amendments

- 9.1 This Memorandum of Understanding may be amended by the Steering Committee by unanimity. The established rules and administrative procedures of the ICAO Technical Cooperation Programme under which ICAO services are provided will, however, not be amended unless specifically agreed upon by ICAO.

Article X

Dissolution

- 10.1 COSCAP-SA shall operate and retain validity and effect until dissolved by the Steering Committee. Upon dissolution, disbursement of any funds remaining in the Trust Fund account of the COSCAP-SA after liquidation of all obligations and commitments entered into by ICAO shall be made in accordance with the principles to be established by the Steering Committee.

Article XI

Settlement of Disputes

- 11.1 Any dispute or difference relating to the interpretation or application of this Memorandum of Understanding, or the termination or invalidity thereof, shall be settled in the first instance by direct negotiations between the Parties. In case such direct negotiations are unsuccessful, the Steering Committee of COSCAP-SA may render any assistance likely to further the negotiations, including the designation of a person or group of persons to act as conciliator during the negotiations.

In witness whereof, the undersigned Civil Aviation Authorities/Directors General of Civil Aviation have signed this Memorandum of Understanding.

For the Civil Aviation Authority of **Bangladesh**:



signed Air Cdre. Sakeb Iqbal Khan Majlis, Chairman

For the Department of Civil Aviation, Royal Government of **Bhutan**



signed Phala Dorji, Director

For the Directorate General of Civil Aviation, Civil Aviation Department, Government of **India**



signed Kanu Gohain, Director General

For the Civil Aviation Department, Republic of **Maldives**



signed Mahmood Razeed, Executive Director

For the Civil Aviation Authority, Royal Government of **Nepal**



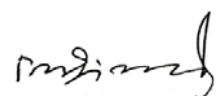
Signed Yajna Prasad Gautam, Director General

For the Civil Aviation Authority, Government of **Pakistan**



Signed Farooq Rahmatullah, Director General

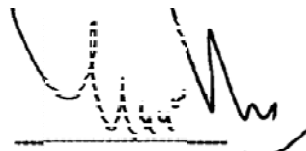
For the Civil Aviation Authority, Government of **Sri Lanka**



signed D.M.P. Dissayanake, Acting Director General and

Chief Executive Officer

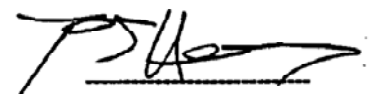
"Witnessed by



Mr. Mokhtar A. Awan
Regional Director

ICAO Regional Office, Asia and Pacific

Date: 27-7-08



R. J. Heighes-Thiessen,
Director

Technical Cooperation Bureau, ICAO

Date: 16/7/08