



*International Civil Aviation Organization*

**FOURTH MEETING OF THE COMMON REGIONAL VIRTUAL PRIVATE NETWORK TASK FORCE (VPN) OF APANPIRG (CRV TF/4)**

Bangkok, Thailand, 18 – 19 May 2015

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**Agenda Item 2: Review tasks progress and issues**

**f) DOA**

**UPDATE ON THE WORKING DRAFT OF THE DOCUMENT OF AGREEMENT (DOA) FOR STAGE 2 OF THE COMMON REGIONAL VPN (CRV) PROJECT**

(Presented by Singapore)

**SUMMARY**

This paper provides an update on the working draft of the DOA for Stage 2 of the CRV project. The meeting is to consider and discuss the key issues identified as well as to review and comment of the provisions in the DOA.

**1. Introduction**

1.1 The DOA was first proposed at the CRV TF/1 meeting and Singapore was tasked to lead the drafting of the DOA. A revised draft version (1.6) was presented by Singapore and discussed at the CRV TF/2 meeting. Since then, the Pioneer Parties for the CRV project had either signed a Management Service Agreement (MSA) or Memorandum of Understanding (MOU) with ICAO TCB to provide management and other support services for Stage 1 of the CRV project.

1.2 Singapore was tasked with leading the revision of the draft DOA for Stage 2 of the CRV project. This paper presents an update on the progress of the DOA revision.

**2. Discussion**

2.1 Following the CRV TF/3 meeting, a meeting with the States/Administrations participating in the drafting of the DOA (DOA Participants) was held via web-conference to bring all the DOA Participants up to date on the background and process for the CRV project, review the Statement of Work and refine the planning for the DOA drafting and to discuss issues affecting the draft DOA provisions.

2.2 Two common discussion sessions were held via web-conference between the DOA, CONOPS and OOG rules and regulations task groups to ensure that the respective task groups were aligned with one another in the drafting of their respective documents and materials.

2.3 Singapore has sent out two revisions of the draft DOA to the DOA Participants for review. The draft DOA was substantially restructured and revised mainly to:

- a) clean up the draft DOA after the removal of provisions relating to Stage 1 of the CRV project for incorporation into the Management Services Agreement which was then signed, including removing definitions that were no longer used in the rest of the DOA;
- b) focus the draft DOA on covering Stage 2 of the CRV project (implementation and operation of the CRV) and the establishment of the Operations Oversight Group (OOG) (premised on the OOG being an independent organization comprising the DOA Participants);
- c) align with matters discussed during the common discussion sessions between the DOA, CONOPS and OOG rules and regulations task groups referred to in paragraph 2.2 above; and
- d) take into account feedback from the various DOA Participants on the previous draft of the DOA.

2.4 However, in the course of reviewing and revising the draft DOA, the following key issues were identified as being necessary to be resolved first, as these key issues impact the drafting of the DOA provisions:

- a) whether the OOG should be an independent organization or an APANPIRG body (as this would impact the OOG's terms of reference, processes and operations);
- b) clarity on the operationalization of the OOG, including its objectives, membership, governance, decision-making process, staffing, reporting, funding, the costs involved for the OOG and the related cost-sharing arrangements (if any), processes for the OOG's oversight of the CRV, as well as the OOG's dissolution;
- c) clarity on the process for subsequent entry of new members to the OOG and the DOA, as well as the process for termination of OOG membership and DOA participation;
- d) clarity on the terms and conditions of the sealed tender being drafted under Stage 1 of the CRV project as the DOA provisions and the processes contemplated therein need to be aligned with those contained in the sealed tender, including in connection with (i) the template or at least salient terms and conditions to be mandated for the service contract between each DOA Participant and the CRV service provider, (ii) entry into, management, modifications to and termination of such service contract, (iii) changes to CRV network service subscriptions, and (iv) modifications to the CRV network;
- e) clarity on details of the cost-sharing arrangements (if any) for the CRV network and its use as such cost-sharing arrangements would need to be covered by the DOA provisions;
- f) clarity on the dispute resolution mechanism for the DOA, OOG and the CRV service contract.

2.5 This paper presents the latest draft version (2.2) of the DOA attached as Annex A, for the meeting's information, pending the resolution of the above key issues, and is subject to further subsequent changes.

**3. Action by the Meeting**

3.1 The meeting is invited to:

- a) note and consider the information contained in this paper and Annex A; and
- b) discuss any relevant matters as appropriate.

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INTERNATIONAL CIVIL AVIATION ORGANIZATION

**DOCUMENT OF AGREEMENT (DOA) ON THE IMPLEMENTATION  
AND OPERATION OF A COMMON REGIONAL VIRTUAL PRIVATE  
NETWORK (CRV) FOR AERONAUTICAL TELECOMMUNICATIONS  
SERVICES AND THE ESTABLISHMENT OF AN OPERATIONAL  
OVERSIGHT GROUP**

INTERNATIONAL CIVIL AVIATION ORGANIZATION  
ASIA-PACIFIC OFFICE

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### Revision History

Version	Date	Description
V1.0		Initial draft issued by CRV TF
V1.1	28 Feb 2014	Amendment of draft version of the Document of Agreement (DOA) – by Singapore
V1.2	06 Mar 2014	Amendments by ICAO
V1.3	28 Mar 2014	Amendments by Singapore
V 1.4	08 Apr 2014	Amendments by ICAO
V 1.5	11 Apr 2014	Amendments by Singapore
V 1.6	12 May 2014	Amendments by Singapore
V 2.0	20 May 2014	Amendments by Singapore (After CRV TF/3)
V2.1	25 Mar 2015	Amendments by Singapore (After CRV: Common session for tasks DOA/CONOPS/TOR#1 on 20 Mar 2015)
<a href="#"><u>V2.2</u></a>	<a href="#"><u>05 May 2015</u></a>	<a href="#"><u>Amendments by Singapore (After CRV: Common session for tasks DOA/CONOPS/TOR#2 on 31 Mar 2015)</u></a>

Note: When the final accepted version is ready, it will be marked as V1.0 released and the above history would be deleted.

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## **ANNEXES**

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<b>ANNEX C</b>	<b>TERMS OF REFERENCE</b>
<b>ANNEX D</b>	<b>MINIMUM REQUIREMENTS FOR SERVICE CONTRACTS</b>
<b>ANNEX E</b>	<b>COST</b>

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## DOCUMENT OF AGREEMENT

### Between

The Civil Aviation Authorities and/or Air Navigation Service Providers described in Annex A hereto (collectively referred to as “**Original Parties**” and each a “**Original Party**”);<sup>[SL2]</sup>

### And

The Civil Aviation Authorities and/or Air Navigation Service Providers who enter into an Accession Agreement substantially in the form set out in Annex B hereto (collectively referred to as “**New Parties**” and each a “**New Party**”);

(the Original Parties and New Parties hereinafter collectively referred to as the “**Parties**” and each a “**Party**”).

### WHEREAS:

- (A) the Parties have determined that the establishment and operation of a Common Regional Virtual Private Network (CRV) multinational service for Aeronautical Telecommunication Services with common service provider(s) can more effectively:
  - (a) provide network services to the Parties;
  - (b) support a common Internet Protocol (IP) network;
  - (c) establish services based on Voice over IP (VoIP); and
  - (d) enhance network diversity and timely service implementation and delivery.
- (B) the Pioneer Parties had entered into a Management Service Agreement or Memorandum of Understanding <sup>[SL3]</sup> with the International Civil Aviation Organisation (“ICAO”) for ICAO to provide management and other support services in connection with the procurement of the CRV and related Services from CRV Service Provider(s).
- (C) the Parties now enter into this Document of Agreement which sets out the terms and conditions in connection with the implementation and operation of the CRV as well as the establishment of an OOG (as defined below).



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The Parties **HEREBY** agree as follows:

## **ARTICLE I      DEFINITIONS**

1.1      For the purpose of this Agreement, unless the context otherwise requires, the following definitions shall apply:

**“Accession Date”** means the date on which a New Party becomes legally bound to this Agreement, as specified in Article 2.3;

**“Accession Agreement”** means an agreement substantially in the form set out in Annex B, by which a New Party agrees to be bound by this Agreement;<sup>[SL4]</sup>

**“Agreement”** means this Document of Agreement (DOA) on the Implementation and Operation of a Common Regional Virtual Private Network (CRV) for Aeronautical Telecommunications Services and the Establishment of an Operational Oversight Group;

**“Aeronautical Telecommunication Services”** means telecommunication services provided for any aeronautical purposes;

**“Air Navigation Service Provider”** or **“ANSP”** means an organization that provides services to air traffic during all phases of operations to ensure their safe and efficient movement and may be a government department, state-owned company, statutory body or private company;

**“APAC”** means Asia/Pacific.

**“Authorised Representative”** shall bear the meaning stated in Article 2.2;

**“CRV”** or **“Network”** means the Common Regional Virtual Private Network (VPN) for Aeronautical Telecommunication Services, which VPN is a multinational service to be provided by a Service Provider to provide common IP based Network Services across the APAC Region to support existing aeronautical telecommunication services or new requirements that are emerging from future Air Traffic Management (ATM) concepts;

**“Effective Date”** means the date of coming into force and

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commencement of this Agreement as specified in Article 2.1;

“**Framework Agreement**” means the contract between the Pioneer Parties and the Service Provider awarded to the Service Provider pursuant to the Sealed Tender and under which the Service Provider shall set up the CRV and provide CRV services to each Party on the terms and conditions as set out in the Framework Agreement and the respective Service Contract with each Party;

“**ICAO**” means the International Civil Aviation Organization;

“**IP**” means Internet Protocol. It is the common protocol proposed to be used for the CRV network;

“**Network Services**” or “**Services**” means the network services, applications and/or any other related services required for establishing, operating and/or maintaining the CRV network, including but not limited to network monitoring, filtering and/or scanning;

“**OOG**” means the Operational Oversight Group comprising the Parties and which is intended to, amongst others, oversee the implementation and operation of the CRV network;

“**OOG Chairman**” means the chairperson of the OOG;

“**Pioneer Parties**” (each a “**Pioneer Party**”) means the Civil Aviation Authorities and/or Air Navigation Service Providers that had entered into a Management Service Agreement or Memorandum of Understanding <sup>[SL5]</sup> with ICAO for ICAO to provide management and other support services in connection with the procurement of the CRV and related Services from CRV Service Provider(s);

“**Sealed Tender**” means the process to request for potential contractors/service providers to bid and provide the Services;

“**Service Contract**” means the contractual agreement between a Party and the Service Provider for the provision of CRV Services;

“**Service Provider**” means the contractor that is awarded the contract to provide the CRV Services to each Party;

“**Terms of Reference**” shall bear the meaning stated in Article 3.3;

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- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 The headings are for convenience only and not for the purpose of interpretation.

## **ARTICLE II GENERAL**

- 2.1 This Agreement is made and shall commence when all the Original Parties have, by their respective authorised representatives, signed this Agreement, the Effective Date being the date when the last Original Party's representative signs this Agreement.
- 2.2 The Parties to this Agreement hereby appoint and continue to appoint [the ICAO Regional Director / OOG Chairman] as their authorized representative (“**Authorised Representative**”) to sign on their behalf the Accession Agreement referred to in Article 2.3 below with any New Party.
- 2.3 Subject to each New Party being first approved by the OOG in accordance with the Terms of Reference, such New Party shall become a Party to, and be legally bound by, this Agreement with effect on and from the date when such New Party's representative signs the Accession Agreement with the other Parties' Authorised Representative (“**Accession Date**”). Upon the signing of the Accession Agreement, the Authorised Representative shall circulate to all Parties a copy of the Accession Agreement and an updated list of the Parties to this Agreement.<sup>[SL6]</sup>
- 2.4 This Agreement shall not be varied, modified or supplemented by the Parties in any manner, except in writing signed on behalf of each of the Parties by a duly authorised officer or representative. Any request for a variation, modification or supplement to this Agreement shall be submitted for review by the requesting Party to the the OOG Chairman; and shall be agreed by all Parties after taking into consideration the views and recommendations of the OOG Chairman.
- 2.5 Any Party may withdraw from the Agreement in accordance with the following procedures:
- (a) A Party that desires to withdraw from this Agreement (“the

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withdrawing Party”) shall give not less than 90 days’ advanced notice (from the date of withdrawal) in writing to the OOG Chairman. Upon receipt of such withdrawal notice, the OOG Chairman shall advise the remaining Parties in writing as soon as practicable of the withdrawal and any expected change in the performance of the Services and the financial effect of such withdrawal.

- (b) Notwithstanding a Party’s withdrawal from this Agreement, no provision of this Agreement shall be construed to relieve the withdrawing Party of its obligations under the terms and conditions of this Agreement, up to and inclusive of the date of the withdrawal.
- (c) Upon notification of the acceptance of its withdrawal from this Agreement, the withdrawing Party shall, within 30 days from the date of the notification, pay all the costs payable by the withdrawing Party under this Agreement which are due on or before the date of its withdrawal. Any payment made is non-refundable.

2.6 In respect of each Party, this Agreement shall continue in force until:

- (a) such Party terminates its participation in this Agreement in accordance with the provisions of this Agreement;
- (b) such Party’s participation in this Agreement is terminated in accordance with the provisions of this Agreement;
- (c) this Agreement is terminated in accordance with the provisions of this Agreement; or
- (d) this Agreement is terminated by mutual agreement in writing between the Parties;

whichever occurs first.

2.7 Notwithstanding any other provision in this Agreement, the termination of a Party’s participation in this Agreement or the termination of this Agreement (as the case may be) shall not affect (a) any rights, remedies, obligations or liabilities accruing to each Party up to and including the date of such termination; and (b) any provisions of this Agreement that are expressly or by implication intended to

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survive such termination. Each Party shall take all necessary steps to ensure the settlement of its accrued obligations and liabilities. Upon the termination of a Party's participation in this Agreement, such Party shall no longer be a Party to this Agreement.

2.8 Unless expressly specified otherwise elsewhere in this Agreement, payments made by any Party prior to the date of that Party's withdrawal from this Agreement shall not be refundable and shall not be used to offset any other payments owing by that Party and accruing up to and including the date of that Party's withdrawal from this Agreement.

### **ARTICLE III** **OOG**<sup>[SL7]</sup>

3.1 On the Effective Date, the OOG shall be formed and all the Parties to this Agreement shall automatically become members of the OOG. The OOG's initial members shall be the Original Parties. Each New Party shall automatically become a member of the OOG on and from such New Party's Accession Date.

3.2 Each Party's membership in the OOG may be terminated in accordance with the Terms of Reference (including without limitation in the event of a Party defaulting in or breaching any term of this Agreement and such default or breach is either incurable, or if curable, is not rectified within 14 days from the date of written notice of such breach from the OOG Chairman).

3.3 The OOG's terms of reference shall be as set out in **Annex C** ("**Terms of Reference**"), which shall bind the OOG and its members.

3.4 The OOG shall survive the termination of this Agreement, unless earlier terminated in accordance with the Terms of Reference. The provisions of this Agreement relating to the establishment and operation of the OOG (including without limitation this Article III and Annex C) shall continue to apply to the OOG for so long as the OOG exists.<sup>[SL8]</sup>

3.5 Once any Party is no longer a member of the OOG for any reason, such Party's participation in this Agreement shall be deemed to be terminated.

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## ARTICLE IV CRV NETWORK SERVICES

### 4.1 Service Contract

- (a) Each Party shall subscribe to the Services by signing a Service Contract with the Service Provider within [9 months] of becoming a signatory to this Agreement, which deadline may be extended with the OOG Chairman's prior written approval. Each Party's Service Contract shall at the minimum contain and comply with the requirements specified in Annex D.<sup>[SL9]</sup> Any modifications to the Service Contract shall not affect the minimum requirements specified in Annex D.
- (b) All modifications to Individual Service Contracts shall be approved by the OOG through the OOG Chairman.
- (c) The expiry dates specified in Individual Service Contracts shall be coordinated with the OOG prior to the respective contract signatures and shall in any case be aligned with the expiry date of the Framework Agreement.
- (d) For the avoidance of doubt, the only Parties responsible for the fulfilment of the terms and conditions of the the Individual Service Contracts are the signatories to the Individual Service Contracts, and no Individual Service Contract shall be binding on third parties.

### 4.2 Modification of Network Configuration

- (a) Should a Party desire to modify its Network configuration, the Party shall provide a written notice to the OOG Chairman with a description of the proposed modifications.
- (b) Upon written approval from the OOG Chairman, the requesting Party may enter into a written variation agreement with the Service Provider, if required, to modify the Network.
- (c) The Party shall bear the full costs of the modification, if any. In the event that this modification affects other Parties, the OOG shall review the modification costs and the modification works that will be incurred by the other Parties and the modification shall only be carried out upon approval by the OOG Chairman.

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- (d) Should a Party require urgent network rectifications such that its Network configuration needs to be temporarily modified by the Service Provider, the Party shall be required to inform the OOG Chairman on the modification at the earliest possible time. Upon Service recovery, the network shall be restored to its original working configuration by the Service Provider.

#### 4.3 Subscription of new network service(s) / and add new application

- (a) No Party shall subscribe to a new network service without the prior approval of the OOG Chairman.

#### 4.4 Termination of Service Contract

- (a) Should any Party desire to terminate its Service Contract with the Service Provider, the Party shall give not less than 90 days' advance notice in writing to the OOG Chairman and before having notified its intention to the Service Provider. The Party shall submit a plan to the OOG Chairman on how to continue its Air Traffic Services with the other Parties after the termination of its Service Contract.
- (b) A Party which terminates its Service Contract will be deemed to withdraw from this Agreement with effect from the date of the termination of its Service Contract.
- (c) A Party who withdraws from this Agreement shall terminate its Service Contract within 30 days from the date of withdrawal. [SL10]
- (d) A Party which terminates its Service Contract is solely and wholly liable for all costs associated with the termination of its Service Contract.

### **ARTICLE V COST**

- 5.1 Each Party shall be responsible for payment of its share of the costs associated with its participation in this Agreement.
- 5.2 Each Party shall maintain itself in good financial standing to avoid any adverse technical or financial impact on the other Parties to this Agreement or on the provision of the Services.

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5.3 The cost allocation for the participation in this Agreement shall be based on user-pay principle.<sup>[SL11]</sup> The costs payable under each Service Contracts shall be borne solely by the Party signing that Service Contract with the Service Provider.

5.4 Other costs shall be determined by the OOG. The allocation of these costs to each Party shall be agreed by all the Parties/Members at the commencement of the Agreement. The agreed cost allocation will be specified in **Annex E** which shall be separately signed by all Parties on its completion.<sup>[SL12]</sup>

## **ARTICLE VI LIABILITY**

6.1 Unless otherwise stated in this Agreement or its Annexes, no Party shall be liable for acts or omissions of any other Party which is done or to be done in the course of, or as a result of, executing this Agreement.

## **ARTICLE VII DISPUTES**

7.1 Any dispute relating to the interpretation or application of this Agreement or its Annexes, which cannot be settled by negotiation shall, upon the request of any Party to the dispute, be referred to the OOG through the OOG Chairman for its recommendation on a possible solution to the dispute. The OOG Chairman will consider the request according to terms set out in **Annex C**.

## **ARTICLE VIII ENTIRE AGREEMENT**

8.1 This Agreement (including the Annexes hereto) constitutes the entire agreement between the Parties in relation to its subject matter and supercedes all prior or contemporaneous agreements and understanding whether oral or written with respect to that subject matter.

## **ARTICLE IX RIGHTS OF THIRD PARTIES**

9.1 No State or other entity which is not a party to this Agreement shall have a right under the Rights of Third Parties Act to enforce any of its





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Authorized Representative  
(Original Party #2)

\_\_\_\_\_  
Signature of Authorized Representative  
Name:  
Designation:  
State/ANSP/Organisation:

Date:

\_\_\_\_\_  
Signature of Witness  
Name:  
Designation:

**Original Parties:**<sup>[SL13]</sup>

- Afghanistan
- Australia
- Bangladesh
- Bhutan
- Brunei Darussalam
- Cambodia
- China, Hong Kong, China and Macao, China
- Cook Islands
- Democratic People's Republic of Korea
- Fiji
- India
- Indonesia
- Japan
- Kiribati
- Lao People's Democratic Republic
- Malaysia
- Maldives
- Marshall Islands
- Micronesia (Federated States of)
- Mongolia
- Myanmar
- Nauru
- Nepal
- New Zealand
- Pakistan
- Palau
- Papua New Guinea
- Philippines
- Republic of Korea
- Samoa
- Singapore
- Solomon Islands
- Sri Lanka
- Thailand
- Timor Leste
- Tonga
- Vanuatu
- Vietnam

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### Non-Contracting State

- Tuvalu

### Territories

- Chile: Easter Island
- France: French Polynesia, New Caledonia, Wallis and Futuna Islands
- New Zealand: Niue
- United Kingdom: Pitcairn Island
- United States: American Samoa, Guam, Johnston Island, Kingman Reef, Midway, Northern Mariana Islands, Palmyra, Wake Island<sup>[SL14]</sup>

**ACCESSION AGREEMENT**<sup>[SL15]</sup>

**Between**

The Parties to the Document of Agreement (defined below), as represented by **[the ICAO Regional Director/OOG Chairman]** (collectively referred to as the “**DOA Parties**” and each a “**DOA Party**”);

**And**

**[Name of Civil Aviation Authority and/or Air Navigation Service Provider]** (“**New Party**”).

**WHEREAS:**

- (A) The DOA Parties have entered into a Document of Agreement (DOA) on the Implementation and Operation of a Common Regional Virtual Private Network (CRV) for Aeronautical Telecommunications Services and the Establishment of an Operational Oversight Group (collectively “**Document of Agreement**”).
- (B) The New Party would like to become a party to the Document of Agreement, and the DOA Parties are agreeable to the same, subject to the terms and conditions set out below.

The DOA Parties and the New Party **HEREBY** agree as follows:

1. In consideration of the DOA Parties permitting the New Party to become a party to the Document of Agreement, the New Party hereby agrees and undertakes to observe, perform and be bound by all the terms of the Document of Agreement.
2. In consideration of the New Party’s undertaking in Clause 1 above, the DOA Parties agree that the New Party will be deemed to be a party to the Document of Agreement.
3. The DOA Parties and the New Party agree that the Document of Agreement will be enforceable by and/or against the New Party as if the New Party had

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been named as a party to the Document of Agreement and had executed it.

4. This Accession Agreement shall take effect on the date of last signature below.

**Agreed by:**

The DOA Parties	The New Party
<hr/> <hr/> <p>Signature of Authorized Representative Name: Designation: Organisation:</p> <p>Date:</p>	<hr/> <hr/> <p>Signature of Authorized Representative Name: Designation: State/ANSP/Organisation:</p> <p>Date:</p>
<hr/> <hr/> <p>Signature of Witness Name: Designation:</p>	<hr/> <hr/> <p>Signature of Witness Name: Designation:</p>

**OOG TERMS OF REFERENCE** [SL16]



ANNEX C - OOG  
Terms of Reference v

~~ANNEX C - TERMS OF REFERENCE~~

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**ANNEX D: MINIMUM REQUIREMENTS FOR SERVICE CONTRACT**

<<To be inserted>> [SL17]



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**Annex E: COST SHARING OF OPERATION AND MANAGEMENT (O&M) OF CRV AND OOG ADMINISTRATION**

1.1 The cost of O&M of CRV and OOG Administration shall be shared among the Parties. The cost allocation shall be determined in Stage 2 by the OOG Members. The following cost allocation is applicable to all the Parties of this Agreement in the amounts set out below.

S. No	Members	Cost Allocation in percentage (%) per Member
1	Afghanistan	
2	Australia	
3	Bangladesh	
4	Bhutan	
5	Brunei Darussalam	
6	Cambodia	
7	China, Hong Kong, China and Macao, China	
8	Cook Islands	
9	Democratic People's Republic of Korea	
10	Fiji	
11	India	
12	Indonesia	
13	Japan	
14	Kiribati	
15	Lao People's Democratic Republic	
16	Malaysia	
17	Maldives	
18	Marshall Islands	
19	Micronesia (Federated States of)	
20	Mongolia	
21	Myanmar	
22	Nauru	

23	Nepal	
24	New Zealand	
25	Pakistan	
26	Palau	
27	Papua New Guinea	
28	Philippines	
29	Republic of Korea	
30	Samoa	
S. No	Members	Cost Allocation in percentage (%) per Member
31	Singapore	
32	Solomon Islands	
33	Sri Lanka	
34	Thailand	
35	Timor Leste	
36	Tonga	
37	Vanuatu	
38	Vietnam	
39	Tuvalu	
40	Chile: Easter Island	
41	France: French Polynesia, New Caledonia, Wallis and Futuna Islands	
42	New Zealand: Niue	
43	United Kingdom: Pitcairn Island	
44	United States: American Samoa, Guam, Johnston Island, Kingman Reef, Midway, Northern Mariana Islands, Palmyra, Wake Island	
	Total	100%

*\*The actual percentage (% per Party shall be rounded-up to two decimal points for convenience of calculation. Similarly, the actual amount in \$ (US Dollar) shall be rounded-up to two decimal points.*

All Members shall be responsible for their respective shares of the cost of the O&M and OOG Administration in accordance with the terms of this Agreement.<sup>[SL18]</sup>