

**USAP-CMA REGIONAL SEMINAR**

**STUDENT HANDOUTS**

**Module 3**



## **Universal Security Audit Programme Continuous Monitoring Approach (USAP-CMA)**

### **USAP-CMA Objective**

The objective of the USAP-CMA is to promote global aviation security through continuous auditing and monitoring of Member States' aviation security performance by:

- regularly and continuously obtaining and analysing data on Member States' aviation security performance, including the level of implementation of the critical elements of an aviation security oversight system and the degree of compliance with Standards of Annex 17 — *Security* and the relevant security-related provisions of Annex 9 — *Facilitation*, as well as associated procedures, guidance material and security-related practices;
- identifying deficiencies in the overall aviation security performance of Member States and assessing the risks associated with such deficiencies;
- providing prioritized recommendations to assist Member States in addressing identified deficiencies;
- evaluating and validating corrective actions taken by Member States; and
- re-assessing Member States' aviation security performance, in order to continuously enhance their aviation security oversight and compliance capabilities.

### **USAP-CMA Activities**

The experience drawn from the second cycle of the USAP has shown that a one-size-fits-all approach to auditing is not always the most effective or appropriate means of evaluating a State's aviation security situation. The USAP-CMA will be incorporating a variety of audit and monitoring activities tailored to each Member State's aviation security situation. Accordingly, the USAP-CMA will include a range of activities including, but not limited to:

- Documentation-based audits;
- Oversight-focused audits;
- Compliance-focused audits;
- Other audit and monitoring activities.

**Documentation-based audits** will be used for those States with the most developed aviation security and oversight systems. They will primarily measure a State's capability to provide effective oversight over its aviation security system. It is important to note that States identified for documentation-based audits may still receive on-site audits from time to time, as appropriate.

**Oversight-focused audits** will be used for those States with oversight and quality control systems already in place, but not sufficiently developed to effectively and sustainably address aviation security risks in compliance with relevant Annex provisions. The scope of such audits might be full, covering all audit areas, or partial, covering one or more audit areas.

**Compliance-focused audits** will focus on States with no or very limited quality control activities. In

these cases, the audits will include more observations of the implementation of security measures to assess compliance with relevant SARPs.

### **Other audit and monitoring activities**

**USAP-CMA cost-recovery audits** may be conducted at the request of a Member State. The methodology for USAP-CMA cost-recovery audits is the same as for compliance-focused audits or oversight-focused audits. However, ICAO identifies the need for compliance-focused or oversight-focused audits and determines their scope, whereas the type, scope and scheduling of any USAP-CMA cost-recovery audit will require agreement between ICAO and the State, and will be assessed by ICAO on a case-by-case basis. The results of USAP-CMA cost-recovery audits will be treated in the same manner as the results from regularly-scheduled USAP-CMA activities.

It is recognized that a number of States are not in a position to derive full benefit from an audit. These States would instead be considered for **aviation security assistance** and referred to the Organization's assistance programmes offered through the Implementation Support and Development -Security Programme and the Technical Cooperation Programme, for the determination and provision of appropriate and timely assistance. These States will be identified in the USAP-CMA secure website. Once assistance is provided to a State, ICAO will determine the appropriate timing for a USAP-CMA activity.

### **USAP-CMA Principles**

***Sovereignty.*** Every State has complete and exclusive sovereignty over the airspace above its territory. Accordingly, ICAO fully respects a sovereign State's responsibility and authority for oversight of aviation security, including its decision-making powers with respect to implementing corrective actions related to identified deficiencies.

***Universality.*** All Member States will be subject to continuous audit and monitoring activities by ICAO, in accordance with the principles, methodology, processes and procedures established for conducting such activities, and on the basis of the Memorandum of Understanding (MoU) signed by ICAO and each Member State.

***Transparency of methodology.*** The USAP-CMA activity procedures and processes will be made available to all Member States.

***Timeliness.*** Results of USAP-CMA activities will be produced and submitted on a timely basis in accordance with a predetermined schedule for the preparation and submission of these results.

***All-inclusiveness.*** The scope of the USAP-CMA includes Annex 17 Standards and security-related provisions of Annex 9. It is expected to expand the scope of the USAP-CMA at appropriate times to include all security-related provisions contained in other Annexes to the Chicago Convention, in order to ensure their effective implementation in Member States' civil aviation systems.

***Consistency and objectivity.*** USAP-CMA activities will be conducted in a consistent and objective manner. Standardization and uniformity in the scope, depth and quality of USAP-CMA activities will be assured through training and certification of all auditors, the use of standardized PQs and the provision of relevant guidance material.

***Fairness.*** USAP-CMA activities will be conducted in a manner such that Member States are given the opportunity to monitor, comment on and respond to the USAP-CMA processes, but must do so within an established time frame.

***Quality.*** The quality of USAP-CMA activities will be ensured by assigning trained and certified auditors to conduct USAP-CMA activities in accordance with widely recognized auditing concepts, as well as by implementing an internal quality control system within ASA that continually monitors and evaluates feedback received from USAP-CMA stakeholders to ensure their ongoing satisfaction.

***Confidentiality.*** Sensitive security information collected as part of the USAP-CMA will be protected from unauthorized disclosure. Accordingly, USAP-CMA audit reports will be confidential and will only be made available to the audited State and ICAO staff on a need-to-know basis. However, in the interests of promoting global aviation security, a limited level of disclosure will apply whereby charts depicting the level of implementation of the CEs of an aviation security oversight system by a Member State and an indication of compliance by a Member State with Annex 17 Standards, as well as information pertaining to the existence of unresolved Significant Security Concerns (SSeCs) in a Member State will be made available to all Member States on the USAP secure website.

## **Note on the Notification of Differences to Annex 17**

### *1. Introduction*

1.1 The Assembly and the Council, when reviewing the notification of differences by States in compliance with Article 38 of the Convention, have repeatedly noted that the state of such reporting is not entirely satisfactory.

1.2 With a view to achieving a more comprehensive coverage, this note is issued to facilitate the determination and reporting of such differences and to state the primary purpose of such reporting.

1.3 The primary purpose of reporting of differences is to promote safety and efficiency in air navigation and air transport by ensuring that governmental and other agencies, including operators and service providers, concerned with international civil aviation are made aware of all national regulations and practices in so far as they differ from those prescribed in the ICAO Standards.

1.4 Member States are, therefore, requested to give particular attention to the notification of differences with respect to Standards in Annex 17. The Council has also urged Member States to extend the above considerations to Recommended Practices.

1.5 Member States are asked to note further that it is necessary to make an explicit statement of intent to comply where such intent exists, or where such is not the intent, of the difference or differences that will exist. This statement should be made not only to the latest amendment, but to the whole Annex, including the amendment.

1.6 If previous notifications have been made with respect to Annex 17, detailed repetition may be avoided, if appropriate, by stating the current validity of the earlier notification. States are requested to provide updates of the differences previously notified after each amendment, as appropriate, until the difference no longer exists.

### *2. Notification of differences to Annex 17*

2.1 Past experience has indicated that the reporting of differences to Annex 17 has in some instances been too extensive since some appear merely to be a different manner of expressing the same intent.

2.2 Guidance to Member States on the reporting of differences to Annex 17 can only be given in very general terms. Where the national regulations of States call for compliance with procedures that are not identical but essentially similar to those contained in the Annex, no difference should be reported. Although differences to Recommended Practices are not notifiable under Article 38 of the Convention, Member States are urged to notify the Organization of the differences between their national regulations and practices and any corresponding Recommended Practices contained in an Annex. States should categorize each difference notified on the basis of whether the corresponding national regulation is:

- a) ***More exacting or exceeds the ICAO Standard or Recommended Practice (SARP) (Category A).*** This category applies when the national regulation is more demanding than the corresponding SARP, or imposes an obligation within the scope of the Annex which is not covered by a SARP. This is of particular importance where a Member State requires a higher standard which affects the operation of aircraft of other Member States in and above its territory;
- b) ***Different in character or other means of compliance (Category B).*** This category applies when the national regulation is different in character from the corresponding ICAO SARP, or when the national regulation differs in principle, type or system from the corresponding SARP, without

necessarily imposing an additional obligation. This category would be applied to a national regulation which achieves, by other means, the same objective as that of the corresponding ICAO SARPs and so cannot be classified under Categories A or C; and

- c) ***Less protective or partially implemented/not implemented (Category C)***. This category applies when the national regulation is less protective than the corresponding SARP, or when no national regulation has been promulgated to address the corresponding SARP, in whole or in part.

2.3 For Member States that have already fully reported differences to Annex 17 or have reported that no differences exist, the reporting of any further differences should be relatively straightforward. However, attention is called to paragraph 1.5 wherein it is indicated that this statement should be made not only to the latest amendment but to the whole Annex, including the latest amendment.

### *3. Form of notification of differences*

3.1 Differences should be notified in the following form:

- a) ***Reference***: the number of the paragraph or subparagraph in Annex 17 as amended which contains the Standard or Recommended Practice to which the difference relates;
- b) ***Category***: the category of the difference as A, B or C in accordance with paragraph 2.2 above;
- c) ***Description of the difference***: Clear and concise description of the difference and its effect; and
- d) ***Remarks***: the reasons for the difference and intentions, including any planned date for implementation.

### *4. Limitations of the paper-based system*

4.1 The present paper-based mechanism for filing and disseminating Annex 17 differences follows a 1987 Council decision (C-DEC 122/14), which recognized that such information should be accorded special status and treatment. Consequently, the Council directed that the Secretariat transmit differences to security-related SARPs by way of a State letter without disclosing the details of the differences. The Council also decided that States should direct requests for additional information, if required, to ICAO, which would provide such information to the State(s) concerned.

4.2 While States can file or withdraw a difference(s) to Annex 17 at any time, compliance information in a form of a State letter is circulated to Member States only following an annex amendment cycle, which is approximately every four years. Consequently, there is limited value in a delayed and out-dated paper-based Annex 17 differences reporting mechanism. In an effort to improve the timeliness of the compliance information made available to States, the Secretariat is considering the Electronic Filing of Differences (EFOD) system as a possible alternative, taking into account the need to incorporate the necessary security controls for protecting sensitive security information.

## GENERIC MEMORANDUM OF UNDERSTANDING

### **Memorandum of Understanding (MoU) between the International Civil Aviation Organization and State [formal name] regarding the Universal Security Audit Programme Continuous Monitoring Approach**

*Whereas* the 33rd Session of the Assembly of the International Civil Aviation Organization (ICAO) in Assembly Resolution A33-1 directed the Council and the Secretary General to consider the establishment of an ICAO Universal Security Audit Programme (USAP);

*Whereas* the Council during its 166th Session approved the Aviation Security Plan of Action, including the establishment of the USAP, and agreed that priority be given to undertaking audits;

*Whereas* the 35th Session of the Assembly of ICAO in Assembly Resolution A35-9 requested the Secretary General to continue the USAP, and urged all Member States to agree to audits to be carried out upon ICAO's initiative by signing a bilateral MoU and to accept the audit missions as scheduled by the Organization;

*Whereas* the Council during its 176th and 181st Sessions agreed that future audits be guided by the principle of universality, while recognizing that not all States need to be audited at the same frequency; focus, wherever possible, on a State's capability to provide appropriate national oversight of its aviation security activities through the effective implementation of the critical elements of a security oversight system; and be expanded to include relevant security-related provisions of Annex 9 — *Facilitation*;

*Whereas* the Council, during its 187th Session, recognized the need to determine the future nature and direction of the USAP and directed the Secretariat to study the feasibility of applying a continuous monitoring approach (CMA) to the USAP after the conclusion of the second cycle of audits in 2013;

*Whereas* the 197th Session of the Council formally approved the concept of the USAP Continuous Monitoring Approach (USAP-CMA) and the associated transition plan;

*Whereas* the 38th Session of the Assembly in Assembly Resolution A38-15 endorsed the Council's decision to extend the CMA to the USAP in 2015, and requested the Council to oversee the activities of the USAP-CMA;

*Whereas* the 38th Session of the Assembly urged all Member States to give full support to ICAO by accepting USAP-CMA missions as scheduled by the Organization, facilitating the work of the USAP-CMA teams, and preparing and submitting to ICAO all required documentation;

*Recognizing* that the effective implementation of State corrective action plans to address deficiencies identified through USAP-CMA activities is an integral and crucial part of the monitoring process in order to achieve the overall objective of enhancing global aviation security; and

*Recalling* that the ultimate responsibility for the security of civil aviation rests with Member States;

IT IS AGREED AS FOLLOWS:

## **PART I – USAP-CMA ACTIVITIES – GENERAL**

1. *State [formal name]*, hereinafter referred to as *State [abbreviated name]*, hereby agrees to participate fully in the USAP-CMA by taking part in all USAP-CMA activities and by committing to provide information related to the establishment and implementation of its aviation security and oversight systems as requested by ICAO. USAP-CMA activities will cover the *Convention on International Civil Aviation* (the “Chicago Convention”), Annex 17 – *Security* and the security-related provisions of Annex 9 – *Facilitation*.
2. *State [abbreviated name]* accepts that the development, implementation and maintenance of the national civil aviation security programme required by Annex 17 remains its responsibility before, during and after any USAP-CMA activity. *State [abbreviated name]* and ICAO accept that all actions taken by the parties and activities carried out under the USAP-CMA will be conducted in accordance with established USAP principles.
3. *State [abbreviated name]* agrees to facilitate USAP-CMA activities by designating an appropriate person to act as National Coordinator (NC) on an on-going basis. The NC will act as a facilitator and primary point of contact for ICAO with regard to all USAP-CMA processes and activities. *State [abbreviated name]* will be responsible for providing ICAO with updates and information, through its NC, upon request. *State [abbreviated name]* agrees to advise ICAO whenever there is a change in designated NC.
4. The types of information that ICAO may request to be submitted by *State [abbreviated name]* under the USAP-CMA will vary depending on the aviation security situation in each State, but may include completing and providing updates to the State Aviation Security Activity Questionnaire (SASAQ), status reports on the implementation of specific USAP-CMA protocol questions (PQs), information relating to Significant Security Concerns (SSeCs), updates to the State Corrective Action Plan (CAP) and any other relevant security information, such as national-level aviation security legislation and airport-level aviation security procedures and practices.
5. *State [abbreviated name]* agrees to complete and maintain up-to-date Compliance Checklists, which contain information on the State’s compliance with the Annex 17 Standards and Recommended Practices and the security-related provisions of Annex 9.
6. If a regional aviation security regulatory and/or oversight body, or any other entity, performs security-related functions on behalf of *State [abbreviated name]*, ICAO, with the consent of *State [abbreviated name]*, may elect to enter into a working arrangement with this regulatory and/or oversight body or entity, as appropriate, to facilitate the monitoring of the State’s aviation security compliance and oversight capabilities.
7. While monitoring of all ICAO Member States will be conducted on an on-going basis, specific USAP-CMA activities will be scheduled in all States from time to time. These activities include documentation-based audits, conducted primarily by correspondence between ICAO and the States concerned, oversight-focused audits, compliance-focused audits and validation missions. The type of activity to be conducted in each State will be determined by ICAO based on information available to ICAO. *State [abbreviated name]* may, at any time, request that a USAP-CMA audit be conducted on a cost-recovery basis. The type, scope and scheduling of any such cost-recovery audit shall require agreement between ICAO and the State, and will be

assessed by ICAO on a case-by-case basis. The results of these USAP-CMA audits will be treated in the same manner as the results from regularly-scheduled USAP-CMA activities.

8. During all USAP-CMA activities, ICAO will assess, based on the scope of the activity, a State's capability to provide appropriate national oversight of its aviation security activities through the effective implementation of the critical elements of an aviation security oversight system, and will evaluate compliance with Annex 17 Standards and relevant security-related provisions of Annex 9. Subsequent USAP-CMA activities will include a process to validate progress made by the State in addressing any identified deficiencies. Validation missions will be used to validate measures taken by States to resolve SSeCs.

## **PART II – USAP-CMA ACTIVITIES – PREPARATION**

9. ICAO will generate, distribute and publish an annual schedule of planned USAP-CMA activities for the following 12-month period, including both on-site activities and documentation-based audits. This annual schedule of activities will be regularly updated on the USAP secure website.
10. Direct notification of USAP-CMA activities will be provided to *State [abbreviated name]* by ICAO with at least 120 calendar days' advance notice, together with the name(s) of any designated airport(s) to be visited, if applicable. When necessary or useful, *State [abbreviated name]* and ICAO may mutually agree on a shorter notice period. Unless documented reasons lead the parties to mutually agree upon alternate dates, *State [abbreviated name]* is urged to accept USAP-CMA activities as scheduled by ICAO.
11. No change to scheduled USAP-CMA activities will be allowed within 60 calendar days prior to the starting date of an on-site activity, and no change to a scheduled documentation-based audit will be allowed within 30 calendar days of the starting date, except for a compelling reason, such as an act of God or an act of war, submitted to the President of the Council of ICAO for his consideration. Any change made by *State [abbreviated name]* to the dates of a scheduled cost-recovery activity will be made on a case-by-case basis, with the State incurring all costs associated with such change.
12. *State [abbreviated name]* agrees to submit to ICAO, no later than 60 calendar days prior to the start of a USAP-CMA activity, a completed SASAQ designed to provide ICAO with preliminary information concerning the State's aviation security and oversight systems.
13. The exact scope of all USAP-CMA activities, including the audit areas and PQs to be covered, will be determined by ICAO based on pre-existing audit information and information provided by *State [abbreviated name]* and will be communicated to the State at least 30 days in advance of the activity.
14. For each scheduled USAP-CMA activity, ICAO will identify one or more ICAO-certified auditors to conduct the activity, all of whom will be experts in the field of aviation security. *State [abbreviated name]* will be provided with the name(s) of the assigned auditor or audit team prior to any scheduled activity and will have the opportunity to provide any desired feedback to ICAO. The composition of the team will be provided to *State [abbreviated name]* prior to any scheduled on-site activity in sufficient time to enable it to facilitate applications for visas and other administrative matters.
15. With the exception of cost-recovery activities, where all costs are borne by *State [abbreviated name]*, ICAO will be responsible for the cost of transportation to and from *State [abbreviated name]*, as well as for the daily subsistence allowance (DSA) of the ICAO team members.

16. In the case of a scheduled documentation-based audit, failure by *State [abbreviated name]* to provide documentation as requested by ICAO will make the State ineligible for a documentation-based audit and the State will be scheduled for an on-site USAP-CMA activity.
17. Without prejudice to other privileges and immunities applicable to ICAO as a Specialized Agency of the United Nations and its personnel, all members of ICAO USAP-CMA audit teams shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

### **PART III – USAP-CMA ACTIVITIES – CONDUCT**

18. USAP-CMA activities will be conducted in English, French or Spanish, as requested by *State [abbreviated name]*. In the case of on-site activities, if the language of correspondence of the State with ICAO is one of the remaining three ICAO working languages, every effort will be made to ensure that at least one team member participating in the activity has command of the ICAO working language of the State concerned.
19. The ICAO team will develop a State-specific audit plan for each USAP-CMA on-site activity in *State [abbreviated name]*, containing information on the conduct of the scheduled activity. The plan will be forwarded to the NC prior to the activity to facilitate cooperation and coordination. If necessary, last-minute and minor modifications to the State-specific audit plan may be agreed between ICAO and *State [abbreviated name]* during the opening national briefing.
20. The NC will be responsible for coordinating all on-site USAP-CMA activities on behalf of *State [abbreviated name]*. This includes providing the ICAO team with access to all relevant documentation, and all relevant persons and entities responsible for aviation security and facilitation-related matters during the interview and records-review stage of the activity, as well as securing access to areas of the airport or other facilities, as appropriate, for observation as deemed necessary by the ICAO team during the conduct of the USAP-CMA activity.
21. For on-site activities, *State [abbreviated name]* agrees to:
  - a. make appropriate staff from its administration responsible for the regulation and oversight of aviation security activities and matters related to facilitation, as well as relevant staff of airport operators, locally-based commercial air transport operators and any other entities responsible for the implementation of aviation security measures available for interview by the ICAO team;
  - b. make all relevant files, records and documentation of the appropriate authority for aviation security and those of any other relevant entities responsible for aviation security and facilitation matters, including national legislation, programmes and regulations related to aviation security and facilitation, quality control activity records, airport-level programmes, procedures and internal quality control activity records, available for review by the ICAO team; and
  - c. provide access to aerodrome facilities and restricted areas of the airport for observation by the ICAO team of aviation security measures implemented by all relevant entities.
22. *State [abbreviated name]* agrees to provide support to the USAP-CMA on-site activities by:

- a. providing interpretation services for the duration of the on-site activity or as requested by the ICAO team;
  - b. assisting with administrative arrangements for the accommodation of the ICAO team for the duration of the on-site activity;
  - c. arranging and meeting the cost of local and intra-State transportation when visits to various locations within the State are required under the State-specific audit plan;
  - d. providing adequate working space with privacy for the ICAO team;
  - e. providing access to a printer, photocopier, scanner and facsimile machine, if available;
  - f. providing Internet access, if available;
  - g. providing the ICAO team with airport identification passes for access to facilities and restricted areas of the airport; and
  - h. identifying a technical liaison officer to provide security equipment-related information.
23. During on-site USAP-CMA activities, the ICAO team will assess, based on the scope of the activity, *State [abbreviated name]*'s capability to provide appropriate national oversight of its aviation security activities through the effective implementation of the critical elements of an aviation security oversight system. The ICAO team will also evaluate *State [abbreviated name]*'s compliance with Annex 17 Standards and the relevant security-related provisions of Annex 9. In addition to the review of relevant national/airport level regulatory provisions and quality control activity records, the on-site USAP-CMA activity will include a verification of the implementation of aviation security measures through on-site observations at the designated airport(s).
24. During documentation-based audits, the USAP-CMA auditor will conduct a review of the documents submitted by *State [abbreviated name]* beginning on the date specified in the annual activity schedule. The auditor may request additional information and/or clarification from *State [abbreviated name]* and may interview relevant personnel via telephone or other means. The NC will be made available by *State [abbreviated name]* to facilitate this process and provide all information required.
25. If, at any time, the ICAO team identifies a potential SSeC during the conduct of any type of USAP-CMA on-site activity, *State [abbreviated name]* will be immediately notified and the SSeC process outlined in paragraphs 33 to 36 below will be initiated.
26. Upon completion of an on-site USAP-CMA activity, the ICAO team will conduct a post-audit debriefing in which the team will provide a summary of the results of the USAP-CMA activity to the appropriate government officials, as determined by *State [abbreviated name]*. These should include senior aviation security management officials and other State and industry representatives responsible for the areas covered by the scope of the USAP-CMA activity. The ICAO team will also provide a briefing on the next steps in the USAP-CMA process. If necessary and appropriate, the post-audit debriefing will be used to notify the State of any preliminary SSeCs identified during the activity. Before departing *State [abbreviated name]* the ICAO team will also provide the appropriate authority with preliminary findings and recommendations.
27. Upon completion of a documentation-based audit, the ICAO auditor will conduct a post-audit debriefing with the NC to provide a summary of the results of the activity. The ICAO auditor will

advise the NC of the next steps in the USAP-CMA process and provide *State [abbreviated name]* with preliminary findings and recommendations.

#### **PART IV – USAP-CMA ACTIVITIES – REPORTING**

28. Following completion of a USAP-CMA audit, ICAO undertakes to make available to *State [abbreviated name]* a confidential report within 60 calendar days from the post-audit debriefing. If the ICAO working language of the State is other than the language of the activity, the audit report will be translated into that language and subsequent timelines will be adjusted accordingly. The confidential report will detail:
  - a. information on the level of effective implementation of the critical elements of a State's aviation security oversight system, as well as analysis of audit results by critical element; and
  - b. an indication of the State's compliance with ICAO Annex 17 Standards and security-related provisions of Annex 9, together with prioritized recommendations for the resolution of identified deficiencies requiring remedial action by the State.
29. Upon receipt of the audit report, *State [abbreviated name]* will have 30 calendar days to submit comments and feedback on the report. The audit report may be revised as a result of this feedback.
30. Should action be necessary to remedy deficiencies identified through the findings and recommendations developed during an audit, *State [abbreviated name]* undertakes to start working on the preparation of an appropriate CAP immediately after *State [abbreviated name]* has been debriefed on the audit results and provided with preliminary findings and recommendations, as described in paragraphs 26 and 27 of this MoU. Feedback on the development of the action plan by *State [abbreviated name]* will be provided during the post-audit debriefing.
31. Should action be necessary to remedy deficiencies, *State [abbreviated name]* undertakes to provide ICAO with a CAP within 60 calendar days from the date the USAP-CMA audit report has been made available to the State. The action plan should address the findings and recommendations of the USAP-CMA audit report, providing specific actions, entities responsible for the implementation of such actions, and deadlines for the correction of the deficiencies identified during the audit. If the report requires translation, the timeline for the production of a CAP starts when the State receives the translated USAP-CMA audit report. All subsequent actions will be sequenced accordingly. ICAO will provide *State [abbreviated name]* with feedback on the acceptability of any proposed CAP. If any proposed corrective actions do not fully address the associated findings and recommendations, *State [abbreviated name]* will be notified accordingly and requested to resubmit the CAP.
32. USAP-CMA audit reports will be confidential and made available to *State [abbreviated name]* and ICAO staff on a need-to-know basis. Concurrently with the preparation of the report, a non-confidential audit activity summary limited to the name of the audited State, the identity of airports visited during the audit, and the completion date of the audit will be developed for release to all Member States. In addition, charts depicting the level of implementation of the critical elements of an aviation security oversight system by *State [abbreviated name]* and an indication of compliance by *State [abbreviated name]* with Annex 17 Standards will be made available to all Member States on the USAP secure website.

33. If applicable, ICAO undertakes to notify to *State [abbreviated name]* in writing, as soon as possible, but not later than 15 calendar days after the last day of the USAP-CMA activity, of the existence and details of any SSeCs requiring immediate corrective action by *State [abbreviated name]*.
34. In the event that any SSeCs are identified and confirmed, *State [abbreviated name]* undertakes to provide, within the time frame prescribed by ICAO, but not later than 15 calendar days following the receipt by *State [abbreviated name]* of the written notification from ICAO, its immediate corrective action to resolve the SSeCs. Failure by *State [abbreviated name]* to implement satisfactory corrective action and to notify such action to ICAO within the prescribed time frame will result in information pertaining to unresolved SSeCs being made available to all Member States through the USAP secure website until resolved.
35. No report will be issued following the conduct of a USAP-CMA validation mission. However, if such a mission reveals that one or more SSeCs have been resolved or mitigated by a State, notification of the existence of such SSeC(s) will be removed from the USAP secure website, and the State's charts on the USAP secure website will be amended accordingly.
36. If requested by *State [abbreviated name]*, ICAO will evaluate and provide, where possible, direct assistance through relevant technical assistance and/or technical co-operation programmes. Assistance provided through ICAO's Technical Co-operation Programme would be funded by *State [abbreviated name]* or another sponsor.
37. The ICAO Regional Office accredited to *State [abbreviated name]* will be actively involved in monitoring the progress made by *State [abbreviated name]* towards implementing its CAP and in the provision of advice and assistance, as required.

## PART V – DISPUTE RESOLUTION

38. Any difference or dispute concerning the interpretation or the application of this Memorandum of Understanding will be resolved by negotiation between the parties concerned.

**For the International Civil  
Aviation Organization**

**For the Appropriate Authority of  
*State [formal name]***

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Secretary General

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Name:  
Title:

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Date

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Date

### Compliance Checklists

Annex Reference & SARP Identifier	Annex 17 Amendment 14	Legislation Compliance Quote relevant State Act/Regulation or Document Reference	Difference				Not applicable	Description of the difference	Remarks including the reason for the difference
	Security		No	Yes					
				Level of implementation of SARPs					
				More exacting or exceeds the ICAO SARP	Different in character or other means of compliance	Less protective or partially implemented /not implemented			
Chapter 2 Std. 2.1.1	Each Contracting State shall have as its primary objective the safety of passengers, crew, ground personnel and the general public in all matters related to safeguarding against acts of unlawful interference with civil aviation.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Chapter 2 Std. 2.1.2	Each Contracting State shall establish an organization and develop and implement regulations, practices and procedures to safeguard civil aviation against acts of unlawful interference taking into account the safety, regularity and efficiency of flights.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		