

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE AFRICAN CIVIL AVIATION COMMISSION (AFCAC)
AND
AFRICAN STATES
FOR THE USE OF NATIONAL INSPECTORS
UNDER THE REGIONAL AVIATION SECURITY AND FACILITATION (RASFALG-AFI)**

This memorandum of understanding (MOU) is made on this **date month year** between the African Civil Aviation Commission (AFCAC) whose office is situated at Leopold Sedar Senghor International Airport Road Dakar, Senegal and the Civil Aviation Authority of **the State** for the use of the State's Government Aviation Security and Facilitation Inspectors under the AFI RASFALG-AFI.

THE CIVIL AVIATION AUTHORITY OF (name of State):

Mindful of the Convention on International Civil Aviation done in Chicago on 7 December 1944;

Recognizing African States' commitment as an ICAO Contracting States and signatory to the Convention on international civil aviation (Chicago Convention);

Mindful of the new Constitution of the African Civil Aviation Commission (AFCAC), a specialized agency of the African Union, that came into force provisionally on 11 May 2010;

Considering the importance of aviation security and facilitation in air transport industry development world-wide, and its impact on the national economic development particularly in Africa;

Considering the compelling need to continuously improve aviation security and facilitation in Africa and the need to urgently find immediate and sustainable resolution to deficiencies in security oversight;

Realizing that there continues to exist several obstacles and challenges in establishing aviation security and facilitation systems and infrastructures in the continent in compliance with relevant provisions of Annex 17 and 9 Standards related to Security and facilitation and the implementation of the African Civil Aviation Policy.

Considering the Comprehensive Regional Implementation Plan for Aviation Security and Facilitation in Africa (AFI SECFAL) Plan was unanimously supported by States at the AFI Aviation Security Meeting in Dakar, Senegal, on 28 May 2014;

Considering the AFI SECFAL Plan was subsequently endorsed at the 24th Extraordinary Plenary Session of the African Civil Aviation Commission (AFCAC), held from 1 to 4 July 2014 in Dakar, Senegal. During this Session.

Considering the ICAO Council, in its 203rd Session, approved the AFI SECFAL Plan as an ICAO programme

Mindful of the endorsement made on the establishment of an AFI Regional Aviation Security and Facilitation Group (RASFALG-AFI) team of Experts by the Steering Committee of the AFI-SECFAL Plan

Hereby consents to the following:

1. GENERAL PROVISIONS

- a. **The State** shall recommend to AFCAC, appropriately qualified Inspectors for consideration and selection into the AFI RASFALG Inspectorate Pool;
- b. **The State** agrees to make its appropriately qualified National Inspectors available for the inspectorate pool and agrees to the conditions developed and accepted for their use;
- c. The services to be provided by the National Inspectors shall be in line with the scope of services herein contained in this MoU.

2. STATUS OF THE NATIONAL INSPECTOR

At all time material during the performance of his duties under this RASFALG-AFI, the National Inspector shall be deemed an official of AFCAC working under the authority of the Director General of the Civil Aviation Authority of the host State and shall have a credential issued to him to that effect by the Secretary General of AFCAC. **REMUNERATION**

The Inspectors are seconded to AFCAC when on assignment under the AFI-SECFAL Plan and RASFALG-AFI. However, the home State shall be responsible for covering all costs related to the payments of salary and associated employment benefits

3. ALLOWANCES OF NATIONAL INSPECTORS

African States that are provided with the support of an Inspector under the assistance program of AFI-RASFALG shall be responsible for mission travel expenses and daily subsistence allowance (DSA) of the Inspectors, based on the most current United Nations (ICAO) rate. However, in a situation where the Inspectors' own State pays DSA higher than the allocated DSA, then the State of the Inspector shall pay the difference. All Inspectors under this program shall be entitled to a return air ticket on economy class. However, where the inspector is entitled to a higher class of ticket, his home State shall make adequate and timely provisions for his upgrade.

4. DUTY OF STATES TO MAKE AVAILABLE NATIONAL INSPECTORS

Each African State agrees to make available to AFCAC on request, Inspectors registered under the roster of RASFALG-AFI Team of Experts established by AFCAC for at least two missions per year, with each mission covering a period of approximately one (1) week, excluding preparation time.

5. COMPENSATION

AFCAC and/or AFI-SECFAL Plan shall be responsible for all matters relating to relevant insurance cover for Inspectors while serving under this program.

AFCAC and/or the AFI-SECFAL Plan agrees to take responsibility for the payment of compensations (if any) to Inspectors or the next of kin in the event of death, injury or illness that may occur during the performance of duties under this MoU.

6. DURATION/AMENDMENT OF MOU

This MOU shall commence from the date it is signed by the two parties (The State and AFCAC) and shall remain in-force until terminated by the parties. This agreement may be terminated at any time by any of the two parties by giving a 60-day written notice. This MoU may be amended by the mutual agreement of the Parties.

7. CONFIDENTIALITY

Any information made available to the National Inspector by any State or any unpublished publication made known to him by AFCAC in the course of the performance of his obligations under the terms of this MOU shall not be communicated to any person or other entity unless with the expressed authorization of AFCAC.

8. TITLE RIGHTS

The title rights, copyrights, and all other rights of whatsoever nature in any material produced under the provisions of this MoU shall be vested exclusively in AFCAC. AFCAC shall not give title credits to the Inspectors and it reserves the right to alter or change the whole or parts of the material without prior consultation with the Inspectors.

9. LANGUAGE OF THE MOU

This MOU is done either in the English or in the French language or both, as may be agreed upon by the Parties.

For and on behalf of the **Civil Aviation Authority of the State**

Signature: Date

Name:

Title:

For and on behalf of the **African Civil Aviation Commission (AFCAC)**

Signature: Date

Name:

Title: **Secretary General**
