



International Civil Aviation Organization

Regional Aviation Safety Group- Middle East

Sixth Meeting (RASG-MID/6)

(Bahrain, 26 – 28 September 2017)

Agenda Item 3: Regional Performance Framework for Safety

REGIONAL COORDINATION MEETING (ACAC/AFCAC)

(Presented by Arab Civil Aviation Commission (ACAC))

SUMMARY

This paper presents the latest developments in the establishment of the Regional Safety Oversight Organisation (RSOO) for the North African and Middle East in accordance with the Strategy for the establishment of RSOO(s) endorsed by the DGCA-MID/2 meeting and ACAC GA/16.

Action by the meeting is at paragraph 3.

REFERENCE

- DGAC MID/3
- ACAC EC/55
- ACAC EC/56 recommendation n°8.

Attachments:

- Attachment-A- RSOO Memorandum of Understanding (MOU)
- Attachment-B- RSOO Charter
- Attachment-C- RSOO Organizational Structure
- Attachment-D- RSOO Future work program

1. INTRODUCTION

1.1 The MENA RSOO is a joint project between ACAC and ICAO based on a study carried out in 2015. The primary objective of MENA RSOO is to assist its member states in the implementation of State Safety Programmes (SSP). 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. The RSOO should perform its duties and functions within the framework of the GASP and should be fully aligned with the RASGs' priorities and objectives.

1.2 During the 3rd meeting of MID Directors General (DGCA-MID/3), held in Doha, during 27-29 Apr 2015, Nine (9) States have signed the letter of Intent related to the establishment of the MENA RSOO during the DGCA-MID/3 meeting held in Doha, Qatar, in April 2015 (Bahrain, Egypt, Jordan, Kuwait, Oman, Morocco, Qatar and Saudi Arabia).

1.3 Saudi Arabia announced its willingness to host and finance for the first two years the relative cost for the establishment of RSOO during the ACAC General Assembly (GA/23) held in Jeddah, 18-19 May 2016. 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 Global Ministerial Conference (GMA) held in Riyadh-Kingdom of Saudi Arabia, 29th-31th August 2016.

1.4 Accordance with the Future Activities and Work Plan proposed by the Study (concluded in April 2015), the MENA RSOO Steering Committee, which should be composed of the Directors General of the States that signed the Letter of Intent, should have been established and approved the legal, institutional and financial framework as well as the organisational structure.

2. DISCUSSIONS

2.1 To expedite the establishment of the MENA RSOO and after a coordination with ICAO MID, ACAC called for a meeting, which was initially intended to be the First meeting of the MENA RSOO Steering Committee (Rabat, 16-17 March 2016). However, due to the low level of attendance and the absence of the DGs or officials delegated, the meeting was considered as preparatory meeting for the Steering Committee. The meeting was attended by Morocco, Saudi Arabia, ACAC and ICAO.

2.2 After coordination with the various parties concerned, a second preparatory meeting was called by ACAC and held in Rabat-Morocco on 18-19 April 2017 where the following draft documents were reviewed and discussed:

- RSOO Memorandum of Understanding (MOU);
- RSOO Charter;
- RSOO Organizational Structure;
- RSOO Future work program.

2.3 The meeting was attended by Morocco, Tunisia, Jordan, Egypt, Palestine and ACAC. The ACAC 38th Air Safety Committee meeting (ASC/38) endorse these documents and recommends to ACAC Executive Committee to endorse them.

2.4 The Arab version of all draft documents mentioned above will be presented and reviewed during the next ACAC Air Safety Committee meeting to be held in Rabat during 9-11 October 2017.

2.5 The ACAC Executive Council during its 56th session endorsed the English version of RSOO MOU, Charter, future activities and organisational structure and entrusted ACAC General Directorate, to coordinate with the AFCAC, in order to benefit from their experiences on the establishment of the Regional Safety Oversight Organization (RSOO) (EC n°8/56).

2.6 Under the framework of the Memorandum of Understanding (MOU) between the African Civil Aviation Commission (AFCAC) and the Arab Civil Aviation Commission (ACAC), a coordination meeting was held between the two Organizations at AFCAC Headquarters in Dakar, Senegal from 16 to 17 August 2017.

2.7 The Secretary General of AFCAC informed the ACAC representative that AFCAC was not directly involved in the creation of the six existing RSOOs in the sub-Sahara region namely BAGASOO, ACSAC (UEMOA), ASSA-AC (CEMAC), CASSOA (EAC), iSASO (SADC), AAMAC (ASECNA member States). However, AFCAC works harmoniously and constantly with all these RSOOs. The AFCAC team informed that the ultimate aim is for all of these RSOOs to fuse into one entity which most likely could come under the ambit of AFCAC, given its responsibility for coordination of aviation on the continent on behalf of the African Union.

2.8 The meeting discussed, also, the legal and institutional framework of the RSOOs and concluded *that the RSOOs which are created by Regional Economic Communities (RECs) are more likely to ensure their sustainability and to perform their missions than the other RSOOs which are independent from any REC.*

2.9 Taking into consideration the challenges that many RSOOs are facing, *the meeting recommended the creation of the MENA RSOO under ACAC for the following reasons:*

- Economy of scales,
- Better coordination between ACAC and MENA RSOO,
- ACAC and MENA RSOO even separated and autonomous from each other will have the same persons in their governing and management bodies,
- Avoidance of duplication of efforts,
- The creation of Entities such as RSOO is already in the Constitution of ACAC,

3. ACTION BY THE MEETING

3.1 The meeting is invited to:

- a) take note of this working paper;
- b) review and endorse the following draft documents; and
 - Memorandum of Understanding (MOU)
 - RSOO Charter
 - RSOO Organizational Structure
 - RSOO Future work program
- c) encourage states to participate effectively in the Arab version of these documents.

DRAFT - CHARTER

OF ESTABLISHING

**THE MENA Regional SAFETY Oversight
ORGANISATION**

(MENA RSOO)

April 2017

PREAMBLE

We, the representatives of the Governments of:

The Hashemite Kingdom of Jordan

The State of the United Arab Emirates

The Kingdom of Bahrain

The Tunisian Republic

The Republic of Djibouti

The People's Democratic Republic of Algeria

The Republic of Sudan

The Federal Republic of Somalia

The Republic of Iraq

The State of Palestine

The State of Qatar

The State of Kuwait

The Republic of Lebanon

The State of Libya

The Arab Republic of Egypt

The Kingdom of Morocco

The Islamic Republic of Mauritania

The Sultanate of Oman

The Kingdom of Saudi Arabia

The Syrian Arab Republic

The Yemen Republic

RECOGNISING that the ACAC Treaty provides for the involvement of the people of the ACAC Region and key stakeholders in the process of regional integration

IN PURSUANCE of enhancing the safety of International Civil Aviation throughout the ACAC Region;

ACKNOWLEDGING that the Principle of Subsidiarity, as approved by _____, is cost-effective and promotes accountability and sustainability;

FURTHER ACKNOWLEDGING that there is a need to establish an organisation to deal with regional civil aviation safety oversight under the Principle of Subsidiarity;

HAVE AGREED as follows:

ARTICLE 1 DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

The following words used in this document, unless the context otherwise requires, shall have the following meanings:

“Directors General” means the Heads of the Civil Aviation regulatory authorities of ACAC Member States or the equivalent thereof;

“Executive Director” means the Head of the MENA RSOO Secretariat;

“Inspector” means a person employed by a State Civil Aviation Authority with responsibility, under his or her discipline, for ensuring that air operators and aviation organizations comply with aviation safety and security requirements and are properly certificated, that aviation personnel are properly licensed, that aircraft are airworthy, that the facilities and equipment surrounding aircraft and air operations are safe, and that personnel maintaining or operating aircraft conduct their duties safely in accordance with national regulatory standards.

“Members of MENA RSOO” means the ACAC Member States that are signatory to this Charter;

"Member State" means a member of the ACAC;

“subsidiarity organization” means an organisation approved to operate under the Principle of Subsidiarity in accordance with the ACAC Guidelines and Procedures on Subsidiarity as approved by the _____;

"Treaty" means the Treaty establishing the ACAC, as amended;

"Tribunal" means the Tribunal established by Article 9 of the Treaty; and

“Principle of Subsidiarity” means the Principle of Subsidiarity approved by _____.

1.2 Abbreviations

The following abbreviations used in this document, unless the context otherwise requires, shall have the following definitions:

“ICAO” means International Civil Aviation Organization;

“ICAO SARPs” means ICAO Standards and Recommended Practices as contained in the Annexes to the Convention on International Civil Aviation, 1944;

“ACAC” means Arab Civil Aviation Commission; and

“MENA RSOO” means MENA Regional Safety Oversight Organization.

ARTICLE 2 SCOPE

This Charter shall govern the co-operation of ACAC Member States in the area of civil aviation safety oversight.

ARTICLE 3 OBJECTIVE OF THE CHARTER

The objective of the Charter is to provide a legal and institutional framework for the establishment of MENA RSOO.

ARTICLE 4 ESTABLISHMENT OF MENA RSOO

- 4.1 The Member States hereby establish the ACAC Aviation Safety Organization (MENA RSOO) as an international organisation.
- 4.2 MENA RSOO shall exist as a Subsidiarity Organisation within ACAC and shall be a legal entity operating within the Laws of [Hosting State].
- 4.3 The role of the MENA RSOO shall be to enhance the safety of civil aviation by assisting member States to develop and implement SSP, resolving safety oversight deficiencies, and thereby achieving compliance with international requirements
- 4.4 The RSOO should perform its duties and functions within the framework of the GASP and should be fully aligned with the RASGs’ priorities and objectives
- 4.5 MENA RSOO is established as an autonomous and self-accounting organisation of the ACAC Member States.
- 4.6 MENA RSOO shall possess legal personality and in particular, have full capacity to:
 - (i) *enter into contracts;*
 - (ii) *acquire or dispose of movable and immovable property; and*

(iii) *sue and be sued in its own name.*

4.6 The MENA RSOO shall have its own logotype and seal.

ARTICLE 5 LOCATION OF MENA RSOO

The MENA RSOO Secretariat is to be hosted by Kingdom Saudi Arabia (KSA)

ARTICLE 6 OBJECTIVES OF MENA RSOO

6.1 The objectives shall be to:

- 6.1.1. Assist member States to develop and implement SSP
- 6.1.2. Assist Member States in meeting their safety oversight obligations and responsibilities under the Chicago Convention, its Annexes and other safety-related procedures and practices
- 6.1.3. Promote the safe and efficient use and development of civil aviation within and outside the Member States;
- 6.1.4. Perform its duties and functions within the framework of the GASP and should be fully aligned with the RASGs' priorities and objectives
- 6.1.5 Promote the implementation of industry best practices within the Member States;
- 6.1.6. Advisory/consultative mandate
- 6.1.7. Harmonize regulations, develop guidance materials, conduct evaluation assessment, training and consultancies
- 6.1.8 Make regular reports on the status of its activities to the ACAC Safety Committee and the RASGs

ARTICLE 7 FUNCTIONS OF MENA RSOO

7. The functions of the MENA RSOO shall be to:

- 7.1.1. support Members of MENA RSOO to strengthen their institutional frameworks in aviation safety and to assist in the development of a harmonized regulatory regime for the Member States;
- 7.1.2. provide for the expansion of the Government Safety Inspector (GSI) training programme with the aim of augmenting national inspectors' technical knowledge and qualifications;
- 7.1.3. develop and implement a regional training programme for the purpose of enhancing the technical and other required skills and knowledge of civil aviation personnel in the Members of MENA RSOO States;

- 7.1.4. participate, on behalf of all Members of MENA RSOO States, in initial certification exercises for the purpose of monitoring and ensuring the uniform application of common standards within the ACAC Region;
- 7.1.5. co-ordinate civil aviation safety oversight activities amongst Members of MENA RSOO;
- 7.1.6. liaise with ICAO and Members of MENA RSOO to ensure that the aviation safety oversight activities of the Members of MENA RSOO are in line with ICAO objectives and plans;
- 7.1.7. monitor and provide inputs to Members of MENA RSOO on the formulation of ICAO SARPs;
- 7.1.8. evaluate the status of aviation safety in the Members of MENA RSOO through the conduct of aviation safety issues;
- 7.1.9. provide information/data to the Members of MENA RSOO and recommend necessary interventions or corrective measures for the resolution of constraints or deficiencies;
- 7.1.10. assist the Members of MENA RSOO to meet or comply with ICAO SARPs and national standards and/or regulations in force;
- 7.1.11. coordinate tasks and functions in the area of personnel licensing (PEL), flight Operations (OPS), Airworthiness (AIR), Aerodromes (AGA), and Air Navigation Services (ANS).
- 7.1.12. plan and facilitate the sharing among Members of MENA RSOO States of technical expertise and facilities in civil aviation;
- 7.1.13. provide advisory services and assistance as the Members of MENA RSOO States may require;
- 7.1.14. provide technical assistance to non-Members of MENA RSOO, subject to the approval of the ACAC GA;
- 7.1.15. mobilize and solicit technical and financial resources from external sources, subject to the approval of the ACAC GA;
- 7.1.16. assist aviation industry in the Members of MENA RSOO States in the development and implementation of Safety Management Systems (SMS);
- 7.1.17. establish and maintain relations with other regional safety oversight systems including Regional Safety Oversight Organizations (RSOOs) in all areas of civil aviation to facilitate the transfer of knowledge and expertise and adoption of best industry practices;
- 7.1.18. develop and implement a Regional Safety Programme including safety reporting systems and assist Members of MENA RSOO States in developing their State Safety Programs within the ICAO framework; and
- 7.1.19. perform other duties that may be necessary for the proper implementation of its regional civil aviation safety oversight functions.

ARTICLE 8
RELATIONSHIP WITH THE ACAC GENERAL DIRECTION

- 8.1 ACAC Secretariat shall provide overall strategic policy guidance to MENA RSOO in order to ensure that the MENA RSOO objectives, functions and priorities are consistent with the ACAC mandate on civil aviation safety.
- 8.2 MENA RSOO shall enter into a Memorandum of Understanding with the ACAC Secretariat to operationalize their mutual working relationship.

ARTICLE 9
GRANTING OF DIPLOMATIC STATUS

- 9.1 Each Member of MENA RSOO shall have the same privileges of ACAC staff, its property and Staff diplomatic status, privileges, immunities and facilities in accordance with its own laws.

ARTICLE 10
INSTITUTIONAL ARRANGEMENTS

- 10.1. The principal institutions responsible for the direction and implementation of this Charter shall be:
- 10.1.1. Ministers responsible for civil aviation;
 - 10.1.2. ACAC; and,
 - 10.1.3. the MENA RSOO Secretariat.

ARTICLE 11
GENERAL ASSEMBLY OF ACAC

- 11.1 The **GENERAL ASSEMBLY OF ACAC** shall be responsible for the approval of:
- 11.1.1. policies, strategies and programmes of MENA RSOO;
 - 11.1.2. MENA RSOO Annual Reports;
 - 11.1.3. proposals for amendments to the Charter;
 - 11.1.4. annual budget of the MENA RSOO;
 - 11.1.5. annual audit reports covering operations and finance; and
 - 11.1.6. the appointment, renewal or termination of employment service of the Executive Director of the MENA RSOO.
 - 11.1.7. the performance of the Executive Director;
 - 11.1.8. the organisational structure, staff service rules, policies and procedures for the MENA RSOO;
 - 11.1.9. invitation of the Executive Director to attend and participate in its meetings as and when its necessary;
 - 11.1.10. reports submitted to it by the Executive Director;

- 11.1.11. financial structure, strategic plans and budget for the MENA RSOO on an annual basis and recommend a formula for the contributions to be made to the approved budget by the respective Member States;
- 11.1.12. annual work programmes of the MENA RSOO;
- 11.1.13. matters relating to the procurement and disposal of assets of the MENA RSOO, and
- 11.1.14. performance such other functions that may be necessary for the proper implementation of this Charter.

ARTICLE 12 MENA RSOO SECRETARIAT

- 12.1. There shall be a Secretariat, which shall be responsible for the day-to-day management and technical coordination of the activities of MENA RSOO.
- 12.2. The MENA RSOO Secretariat shall:
 - 12.2.1. be headed by an Executive Director; and
 - 12.2.2. perform the role of a coordinator, catalyst and facilitator.
- 12.3. The MENA RSOO Secretariat shall consist of the Executive Director and such other staff as may be deemed necessary.
- 12.4. The Executive Director of MENA RSOO shall appoint regional staff of the MENA RSOO Secretariat from Member States subject to approval by the ACAC GA, and all other staff shall be appointed by the Executive Director on the terms and conditions approved by the ACAC GA.
- 12.5. The MENA RSOO Secretariat shall prepare annual plans and budget before the start of each financial year for consideration by the ACAC GA.
- 12.6. The MENA RSOO Secretariat shall compile progress reports on the implementation of MENA RSOO programmes and projects.
- 12.7. The MENA RSOO Secretariat shall prepare consolidated Administrative and Audited Financial Reports for consideration by the ACAC GA.

ARTICLE 13 MENA RSOO EXECUTIVE DIRECTOR

- 13.1. The Executive Director shall be appointed by the ACAC GA upon the recommendation of the ACAC EC.
- 13.2. A person appointed as the Executive Director shall hold the post for a period of four (4) years and shall be eligible for re-appointment for another period of not more than four (4) years subject to satisfactory performance.
- 13.3. The Executive Director shall not serve for more than two consecutive terms.
- 13.4. The Executive Director shall be a person:
 - 13.4.1. with considerable knowledge and experience in civil aviation, administration, industry or engineering; or
 - 13.4.2. who has such other qualifications and experience or proven ability in Civil Aviation upon the recommendation of the ACAC GA may consider relevant.
- 13.5. The position of the Executive Director shall be filled on a competitive basis.

- 13.6. The Executive Director shall be the representative of the MENA RSOO and the principal liaison officer between the Member States and the MENA RSOO.
- 13.7. The Executive Director shall be responsible for the administration of the functions of the MENA RSOO and be accountable to the ACAC GA.
- 13.8. The Executive Director shall have the following duties:
 - 13.8.1. coordination of work of the Technical Committees and any Working Group that may be established;
 - 13.8.2. exchange of information with the Member States and other relevant agencies;
 - 13.8.3. development and maintenance of a website for the MENA RSOO;
 - 13.8.4. development for consideration by ACAC GA of the organizational policies, staff service rules and procedures;
 - 13.8.5. provision and management of technical support to Member States by the MENA RSOO;
 - 13.8.6. organisation and undertaking of technical missions at the request of Ministers or as scheduled in the approved work programme for the purpose of assessing compliance with ICAO Standards and Recommended Practices (SARPs);
 - 13.8.7. preparation, for consideration by the ACAC GA, of an annual work programme of activities and budget for the MENA RSOO;
 - 13.8.8. management of the MENA RSOO on sound business and financial principles in accordance with plans and decisions made by ACAC GA;
 - 13.8.9. preparation, for consideration by the ACAC GA, of a schedule of fees for services to be provided to non-Members of MENA RSOO;
 - 13.8.10. preparation, at the end of each financial year but no later than 31 March of the following year, of an annual report on the performance of the functions of the MENA RSOO during the preceding year for submission to the ACAC GA;
 - 13.8.11. submission of quarterly reports to the ACAC GA on the activities of the MENA RSOO; and
 - 13.8.12. running the authority on sound commercial and financial principles in accordance with the policies and decisions made by the ACAC GA;
 - 13.8.13. controlling the resources of operations of all the services under the MENA RSOO;
 - 13.8.14. implementation of the decisions of the ACAC GA; and
 - 13.8.15. performance of any other duty as may be assigned by the ACAC GA.

ARTICLE 14 SOURCES OF FUNDING

- .14.1 MENA RSOO shall derive its income from:
 - 14.1.1. membership contributions;
 - 14.1.2. charging consulting and training fees;
 - 14.1.3. grants and donations; and
 - 14.1.4. any other source, which the Ministers may deem appropriate.

**ARTICLE 15
SETTLEMENT OF DISPUTES**

Part A
Disputes between Member States

- 15.1 Any disputes regarding the interpretation and application of this Protocol, its annexures and any of its other subsidiary legal instruments, shall in the first instance be resolved by negotiation and agreement amongst the concerned parties within ninety (90) days of the dispute arising.
- 15.2 If the negotiations referred to in sub-article (1) fail to resolve the dispute under consideration, a complaining party may within 30 days notify the Secretariat of the failure to resolve the dispute.
- 15.3 Upon notification of a dispute to the Secretariat, the complaining party shall pay to the Secretariat such fee as may be prescribed from time to time.
- 15.4 The Secretariat shall upon receiving notification under sub-article (2), facilitate the appointment of an ad hoc committee within thirty (30) days for determination of the dispute.
- 15.5 The ad hoc Committee shall consist of four (4) experts on the relevant matter to be appointed by ACAC GA not being parties to the issue due for consideration.
- 15.6 The ad hoc Committee shall reach a decision, by majority, within sixty (60) days of its appointment.
- 15.7 The decision of the ad hoc Committee shall be referred to ACAC GA for their consideration and decision in terms of sub-article (3).
- 15.8 Any disputes referred to in sub-articles (3) and (4) which cannot be resolved by due and timeous negotiation and decision of ACAC GA, shall be referred within forty-five (45) days of the decision of ACAC GA to the ACAC Tribunal established under Article 16 of the Treaty.
- 15.9 The decision of the Tribunal shall be final and binding.

Part B
Disputes Between Persons, Persons and Members States

- 15.10 Any disputes regarding the interpretation and application of this Protocol, its annexures and any of its other subsidiary legal instruments, shall in the first instance be resolved by negotiation and agreement amongst the concerned parties within ninety (90) days of the dispute arising.

- 15.11 If the negotiations referred to in sub-article (1) fail to resolve the dispute under consideration, a complaining party may within thirty (30) days notify the Secretariat of the failure to resolve the dispute.
- 15.12 Upon notification of a dispute to the Secretariat, the complaining party shall pay to the Secretariat such fee as may be prescribed from time to time.
- 15.13 The Secretariat shall upon receiving notification under sub-article (2), facilitate the appointment of an ad hoc committee within thirty (30) days for determination of the dispute.
- 15.14 The ad hoc Committee shall consist of four (4) experts on the relevant matter to be appointed by the ACAC GA not being parties to the issue due for consideration.
- 15.15 The ad hoc Committee shall reach a decision, by majority, within sixty (60) days of its appointment.
- 15.16 The decision of the ad hoc Committee shall be referred to the ACAC GA for their consideration and decision in terms of sub-article (3).
- 15.17 Any disputes referred to in sub-articles (3) and (4) which cannot be resolved by due and timeous negotiation and decision of ACAC GA, shall be referred within forty-five (45) days of the decision of ACAC GA to the ACAC Tribunal established under Article 16 of the Treaty.
- 15.18 The decision of the Tribunal shall be final and binding.

ARTICLE 16 AMENDMENT OF THIS CHARTER

- 16.1 A Member of MENA RSOO or the MENA RSOO may propose amendments to this Charter in writing to the Executive Director.
- 16.2 Upon receipt of such proposal the Executive Director shall duly notify all Members of MENA RSOO of the proposed amendment at least thirty (30) days before consideration of the proposed amendment.
- 16.3 Amendment to this Charter shall be adopted by ACAC GA.

ARTICLE 17 ENTRY INTO FORCE

- 17.1 This Charter shall enter into force thirty (30) days after signature by five-thirds of the Member States.

17.2 This Charter shall remain in force, for as long as there is at least five thirds of the Members of MENA RSOO who remain bound by the provisions of this Charter.

ARTICLE 18 WITHDRAWAL

18.1 A MENA RSOO Contracting State may withdraw from this Charter upon the expiry of twelve (12) months from the date of giving a written notice to the Executive Director of MENA RSOO, to that effect.

18.2 The Executive Director of MENA RSOO, upon receiving a withdrawal notification, shall inform the Members of MENA RSOO of the intention of that State to withdraw.

18.3 A MENA RSOO Contracting State that has given notice to withdraw under Sub-article 18.1 shall cease to enjoy all rights and benefits under this Charter upon the withdrawal becoming effective, but shall be obligated to settle its outstanding obligations under this Charter.

ARTICLE 19 TERMINATION OF MENA RSOO

19.1. The MENA RSOO shall terminate in the event that its membership becomes less than five thirds of the total Members of MENA RSOO who remain bound by the provisions of this Charter.

ARTICLE 20 DEPOSITARY

20.1. The original text of this Charter and its amendments shall, in the English, French and Arabic languages, be deposited with the Executive Director of MENA RSOO who shall transmit certified copies to all of the Members of MENA RSOO.

ARTICLE 21 SIGNATURE

21.1. This Charter shall, after entry into force, remain open for signature by any Member State.

IN WITNESS WHEREOF, WE, the undersigned, being duly authorised representatives of our respective Governments, have signed this Charter.

Done at.....thisday of.....2017 in three (3) original texts, in the English, Arab languages, all texts being equally authentic.

.....
Hashemite Kingdom of Jordan

.....
State of Qatar

.....
The State of the United Arab Emirates

.....
The State of Kuwait

.....
The Kingdom of Bahrain

.....
The Republic of Lebanon

.....
Tunisian Republic

.....
The State of Libya

.....
Republic of Djibouti

.....
Arab Republic of Egypt

.....
**People's Democratic Republic of
Algeria**

.....
Kingdom of Morocco

.....
Republic of Sudan

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Islamic Republic of Mauritania

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Federal Republic of Somalia

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Sultanate of Oman

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Republic of Iraq

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Kingdom of Saudi Arabia

.....
State of Palestine

.....
Syrian Arab Republic

.....
Yemen Republic

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**

- 6.1 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.
- 11.3 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/or 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/or French language]
- 14.3 Communications, correspondence and reports shall be in [Arabic, English and/or 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.

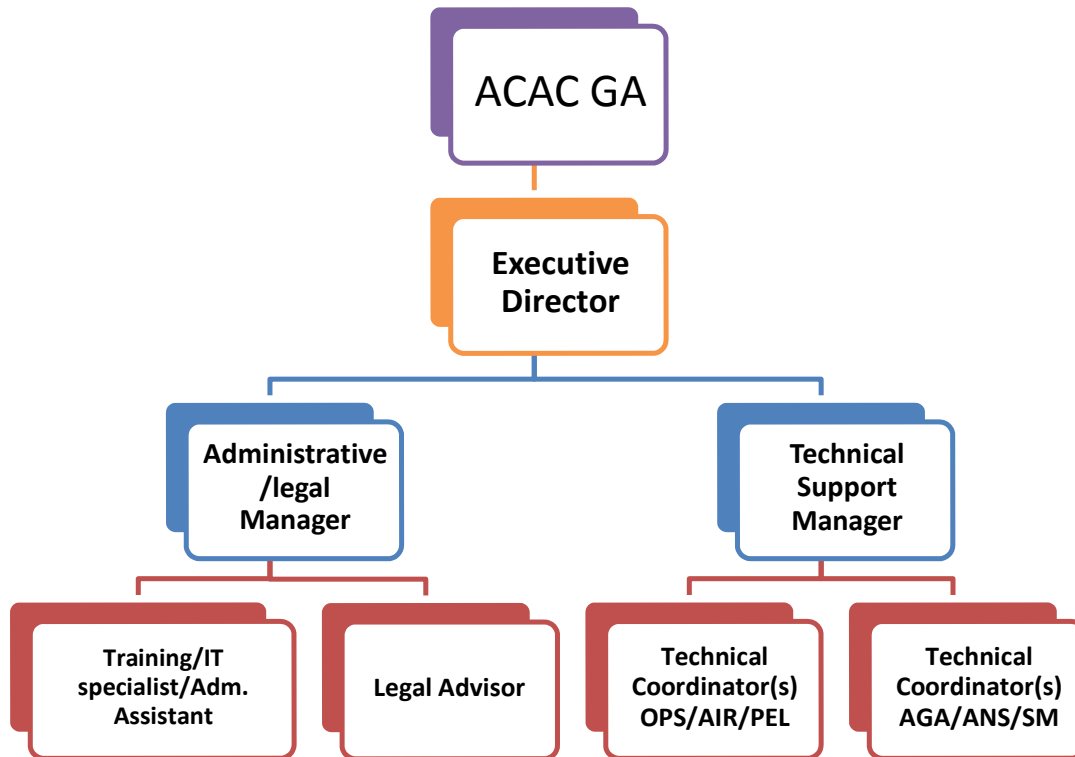
For
[State]

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

For
MENA RSOO

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

Organizational Structure



1. Executive Director
2. Technical Support Manager
 - a. Technical Coordinator – OPS/AIR/PEL
 - b. Technical Coordinator – AGA/ANS/SM
3. Administrative /Legal Manager
 - a. Training /Administrative assistant/Information Technology Specialist
 - b. Legal Advisor

Future Plan Activities of MENA RSOO

Tasks	2017												2018											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
1- Establishment of Draft MENA RSOO Charter																								
2- Approval of MENA RSOO Charter																								
3- Establishment of Draft MOU																								
4- Approval of MOU and Signature																								
5- Establishment of Draft Organizational Structure																								
6- Approval of Organizational Structure																								
7- Hiring of the relevant staff																								
8- Establishing of the MENA RSOO operational Manual																								
9- Establishing of the Strategic Planning																								
10- Establishing of the Advisory planning																								
11- Assist the Member States in meeting their safety oversight obligations and responsibilities under the Convention on International Civil Aviation signed in Chicago on 7 December 1944 and its safety-related Annexes and Documents																								
12- Etc.																								

- END -