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WORKING PAPER

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Fourth NAM/CAR Civil Aviation Training Centres Working Group Meeting (NAM/CAR/CATC/WG/4)
ICAO NACC Regional Office, Mexico City, Mexico, 6 to 8 June 2018

Agenda Item 4: Agreement for Regional Collaboration on Training

**MEMORANDUM OF COOPERATION (MoC)
FOR THE REGIONAL COLLABORATION ON TRAINING**

(Presented by the Chairperson of the NAM/CAR/CATC/WG)

EXECUTIVE SUMMARY

This working paper summarizes the proposal of the Memorandum of Cooperation that the NAM/CAR/CATG/WG proposes to States, International Institutions and Training Centres to face the growing needs and development of the aviation industry in the regions, as well as to make coordination and collaboration agreements between Civil Aviation Training Centres more efficient.

Action:	Refer to paragraph 3.
<i>Strategic Objectives:</i>	<ul style="list-style-type: none">• Safety• Air Navigation Capacity and Efficiency• Security & Facilitation• Economic Development of Air Transport• Environmental Protection
<i>References:</i>	<ul style="list-style-type: none">• NAM/CAR/CATC/WG Terms of Reference

1. Introduction

1.1 In order to support and improve training aspects for development of air navigation and security in the NAM/CAR Region in accordance with ICAO guidance, national needs and following the NAM/CAR Regional Performance-Based Air Navigation Implementation Plan (NAM/CAR RPBANIP), the Directors of Training Centres of the NAM/CAR Regions proposed the establishment of the NAM/CAR Civil Aviation Training Centres Working Group (NAM/CAR/CATC/WG).

1.2 The NAM/CAR/CATC/WG has the following functions:

- Recommending a framework for harmonization of aviation training in the NAM/CAR Region, including but not limited to training programmes, quality assurance aspects, instructor qualifications, Training Centre coordination.
- Promoting the association of training organizations in the NAM/CAR Region
- Establishing a mechanism to analyse aviation training needs and capacities in the NAM/CAR Region, considering the NAM/CAR Training Plan and the existing implementation groups for State training needs
- Providing assistance for improving training matters for States and Training organizations in the NAM/CAR Regions

2. Discussion

2.1 Recognizing the benefits of cooperation amongst the training centres in the NAM/CAR Regions in order to face rising needs and growth of the aviation industry in the region and in accordance with the mandate given to the NAM/CAR CATC/WG to expedite coordination and collaboration agreements among Civil Aviation Training Centres, as well as facilitating the compliance of tasks assigned to the group, the NAM/CAR/CATC/WG prepared a Draft Memorandum of Cooperation (MoC) which was circulated to all States, Territories, International Organizations and Training Centres in the Regions, through State Letter Ref. NT-NS2-21 — E.OSG - NACC72546 dated 28 March 2018.

2.2 The current draft MoC is a live document that is intended to set the collaboration work frame for any NAM/CAR training centre that wants to join this collaboration initiative and formally support the training matters in the regions, seeking to improve each training centre capacity and activities, while enhancing and satisfying the regional structure for training.

2.3 Through teleconferences, States and Training Centres were invited to review the Draft MoC, and it was projected to have the final draft to be signed by all interested parties during the NAM/CAR/CATC/WG/4 Meeting in June 2018.

2.4 The final revised draft of the MoC is attached to this working paper in the **Appendix**.

3. Suggested Action

3.1 The Meeting is invited to:

- a) review the attached draft MoC;
- b) complete the MoC for the signature by every State or Centre that wishes to sign this MoC; and
- c) take any other action deemed appropriate.

**APPENDIX
MEMORANDUM OF COOPERATION (MoC)
FOR THE REGIONAL COLLABORATION ON TRAINING**

BETWEEN

**THE CIVIL AVIATION TRAINING CENTRES OF THE
NORTH AMERICA (NAM) CENTRAL AMERICA AND CARIBBEAN (CAR) REGIONS**

Taking note of ICAO's role in the planning and implementation of training programmes in the NAM/CAR Regions, to promote cooperation among its members; encourage sharing of expertise among its members and other aviation organizations; developing a framework for standardization of training programmes and instructor qualifications; and publishing a report on the status of aviation training needs and resources in the regions;

Noting that training is recognized as an issue of critical importance to ensure safe and efficient air transport in the NAM/CAR Regions and that the Civil aviation training offered in the regions shall be effectively coordinated, standardized and harmonized in order to attain the highest possible safety levels;

Acknowledging the promotion benefits of cooperation amongst the training centres in the NAM/CAR Regions in order to face rising needs and growth of the aviation industry in the regions;

Noting that the importance of the timeliness for delivering training issues for air navigation management, planning, implementation, regulation and monitoring with increased focus on issues such as data link, trajectory operations, automation, procedure updates, etc., coincides with the fact that training centres shall implement courses related to the Aviation System Block Upgrade (ASBU) approach, update their programmes and course curricula in accordance with the ICAO Global Aviation Safety Plan (GASP), the Global Air Navigation Plan (GANP) and the Global Aviation Security Plan (GASeP);

Recognizing the establishment of the *NAM/CAR Civil Aviation Training Centres Working Group (NAM/CAR/CATC/WG)* as the body to support the NAM/CAR Regions Civil Aviation Directors for improving training and human factors based on the experience in planning/implementation of aviation systems in all areas and by adopting a more effective structure based on subject matter experts;

Noting that participating Administrations are institutions in charge of training, established by the various States in the NAM/CAR Regions represented by the Director General or his/her designate, (hereby jointly denominated as "Participants");

Expecting to establish a framework to carry out training activities that will be carried out in compliance with the NACC No Country Left Behind (NCLB) Strategy, with the objective of using existing regional services for advanced services; and the air transport system infrastructure in order to facilitate and accelerate regional efforts to apply civil aviation international standards and regulations, in accordance with ICAO plans and projects;

Referring to the objectives of all entities, in the framework of their goals and competences, considerations of interest, a collaboration in the field of development, the exchange of experiences in the fields of teaching, research, development and innovation in the areas of knowledge that the Participants manage;

All signatories share the vision that through efficient and timely technical-academic collaboration the compliance of its purpose can be achieved; thus they adopt this memorandum of cooperation;

1. PURPOSE

The objective of this Memorandum of Cooperation (MoC) is to establish a formal correlation of technical-academic collaboration for the promotion and exchange of experiences, in the theme areas associated to teaching and instruction, especially in the design, planning, execution and joint control of academic programmes, continuing education and research, development and innovation projects and in general, in institutional strengthening at an international level; as well as to undertake other technical assistance activities, which are in accordance with competency issues.

In accordance with the spirit of this MoC, and as agreed by Participants, the following services, training or technical assistance will be provided:

- a) Academic programmes: joint design of on-site and online training offer, for the joint development of programmes at the level of specialization and/or master's degree, homologations and double degree; the Participants may sign Specific Agreements defining the scope and procedure for each case.
- b) Exchange of teachers and researchers, update of curricula.
- c) Continuing Education: updating of contents, design and joint development of semi-face-to-face, on-line and on-line courses.
- d) In-house programmes; access to specific agreements with companies from the Participants for the training of their personnel in areas deemed appropriate.
- e) Entrepreneurial programme: access to specific agreements for the technical support of ideas, technology transfer, consultancy and shared consulting.
- f) Joint training activities and/or annual commitment for providing certain courses.

This Agreement does not imply any dependency between the signatory Participants, which will act in an absolutely independent and autonomous manner, with the specific and exclusive obligation of each party to comply with as many legal obligations as they may have in carrying out their activity in accordance with the regulations that may result from them.

2. ANNEXES

Participants will establish separate Annexes to initiate, develop or implement any of the activities proposed under this MoC.

3. EXCHANGE OF INFORMATION AND CONFIDENTIALITY

Participants are committed to observe upon the due discretion regarding any fact, data or information that may address their attention regarding this MoC that emanate directly and exclusively from the other Participant and that, as such, cannot be publically disseminated. This information will have to be used only for established purposes in this MoC and kept strictly confidential and which will not be disseminated to third parties who are not Participants of institution activities.

At any point there might be consultations regarding the actual implementation, interpretation or compliance of this MoC, as well as its respective Annexes.

4. FINANCIAL CONTRIBUTIONS

This MoC does not entail economic contribution commitments. Associated resources to the implementation of initiatives that are developed in the framework of this MoC will be in accordance to the budget determined for each particular project and mutually agreed by all Participants, which will be established specifically in the Annexes that will be subscribed for their implementation.

5. FOLLOW-UP COMMITTEE

The NAM/CAR/CATC/WG will facilitate the elaboration of the Specific Agreements, their follow-up and compliance. The NAM/CAR/CATC/WG shall:

- a) Propose collaboration possibilities and raise them to the competent bodies of each entity.
- b) Keep track of the activities.
- c) Clarify the doubts and controversies that may arise in the interpretation and execution of this MoC and the Specific Agreements.

The NAM/CAR/CATC/WG will establish its internal operating rules, and will meet as many times as it deems necessary, at the convening of any of the Participants.

6. VALIDITY

This MoC will start on the date that is signed by all Participants and will continue for an indefinite period.

7. TERMINATION

Participants will be able to terminate this MoC at any time on mutual written consent. Any of the Participants may rescind on this MoC for any reason and on any time by notifying the other Participants in writing at least three months in advance. Participants will take measures to ensure that any project or activity that is active at the moment of the notification is orderly closed. All confidentiality and non-disclosure obligations will prevail upon termination.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY

Intellectual and industrial property rights of each of the Participants, as well as the use of names, brands and/or signs, will be established in the corresponding Annexes, specifying any particular implementation conditions on a case by case scenario. All property that results from joint collaborations, unless previously agreed and otherwise specified, will be shared by the Participants.

All records or documents, whether printed copies, disks or other media, including but not limited to training material that has been delivered or which is accessible to both Participants in virtue of training or technical assistance services initiatives which are provided through the present MoC, will be property of the corresponding institution. No part of such records or documents may be reproduced, reformatted or transmitted in any way or through any means, whether electronical or mechanical, including photocopying, recordings, or any type of information recovery storage, without the written consent of the other party. This article shall prevail even if this MoC is terminated.

9. MODIFICATION

After the signature of this MoC, any amendment to the document will require mutual written consent of Participants.

10. SETTLEMENT OF CONTROVERSIES

Terms and conditions of this MoC will be regulated on the principle of good faith, on the basis of a cooperation desire among subscribed entities. In consequence, all controversies resulting from the application, interpretation and compliance will be debated among Participants, through mediation, good practices and harmony and shall be settled by mutual agreement.

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Official in charge

Official in charge

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