



ICAO

International Civil Aviation Organization  
North American, Central American and Caribbean Office

WORKING PAPER

MIII-RII/INTERCON/02 – CANSNET/01 — WP/04 Rev.  
03/05/22

**Second MEVA III REDDIG II Interconnection Coordination Meeting (MIII-RII/INTERCON/02) /  
Follow-up meeting on the status of development of the CANSNET project (CANSNET/01)**

Lima, Perú, 5 and 6 May 2022

**Agenda Item 2: Definition of States' responsibilities**

**REQUERIMIENTO DE INFORMACIÓN A LOS ESTADOS MIEMBROS DE LA RED MEVA**

(Presented by the Secretariat)

<b>EXECUTIVE SUMMARY</b>	
The purpose of this working paper is to request the Member States of the MEVA Network information on the administrative requirements required to complete and execute a project through the ICAO Technical Cooperation Bureau (TCB)	
<b>Action:</b>	Suggested actions are presented in Section 3.
<i>Strategic Objectives:</i>	<ul style="list-style-type: none"><li>• Strategic Objective 1 – Safety</li><li>• Strategic Objective 2 – Air Navigation Capacity and Efficiency</li></ul>
<i>References:</i>	<ul style="list-style-type: none"><li>• MEVA/TMG Ad Hoc Group Meeting</li><li>• WP/06 on MEVA/TMG/36</li></ul>

**1. Introduction**

1.1 As part of the activities carried out by the Task Group (AD-hoc) part of the MEVA/TMG, a series of meetings were held with the ICAO Technical Cooperation Bureau (TCB), in order to learn about the administrative requirements that must be completed by States to develop the CANSNET project through this bureau.

1.2 TCB has experience in the development of this type of regional projects, being responsible for the bidding and start-up of the communication networks of the ICAO SAM and APAC regions, as well as responsible for the execution of the projects of the MEVA communications network in its phases I, II and III.

**2. Discussion**

2.1 As part of the MEVA/TMG/35 and MEVA/TMG/36 meetings, coordinated activities were carried out with TCB for the development of the CANSNET Project. One of the last activities carried out was the exploration of the global market through the publication of the Request of information (RFI) document through the United Nations website.

2.2 Through this activity, technical information was obtained on current communication technologies in the market to analyze the options in terms of technology that the region to migrate to a more modern communications network in accordance with the new requirements of the region.

2.3 Following this activity and for the fulfilment of the administrative and legal procedures of TCB, it is necessary that each Member State of the project and future States that will integrate the network sign a Memorandum of Understanding (MoU) with the objective that States indicate that TCB acts on their behalf in the interests of the project.

2.4 TCB indicated that this MoU has already been signed by the NACC States. However, some must be updated because the signature was many years ago and the updating is necessary. Other States that do not have their MoU must sign it.

2.5 The information on the status of the MoUs by the different member MEVA States is the following:

No	State	Requirement fulfilled	Observations
1	Aruba	NO	<b><i>Requires to be signed by the State</i></b>
2	Bahamas	Exists but must be updated	One signed but from 2008. May be problematic with LEB due that is old. <b><i>Requires to be signed by the State</i></b>
3	Cayman Islands	NO	<b><i>Requires to be signed by the State</i></b>
4	Cuba	YES	
5	Curacao	NO	See comment above for Bahamas, this one is from 2012. <b><i>Requires to be signed by the State</i></b>
6	Dominican Republic	NO	<b><i>Requires to be signed by the State</i></b>
7	Haiti	NO	See comment above for Bahamas, this one is from 2009. <b><i>Requires to be signed by the State</i></b>
8	Jamaica	NO	See comment above from Bahamas, this one is from 2011. <b><i>Requires to be signed by the State</i></b>
9	Mexico	NO	<b><i>Requires to be signed by the State</i></b>
10	Panama	YES	
11	Saint Maarten	NO	<b><i>Requires to be signed by the State</i></b>
12	United States	NO	MCAAP MSA specifically refers to MCAAP. Therefore not valid for another project. <b><i>Requires to be signed by the State</i></b>
13	Virgin Islands	NO	No han Firmado MSA. <b><i>Requires to be signed by the State</i></b>
14	COCESNA	YES	

2.6 With the exception of Cuba, Panama and COCESNA, the other MEVA Member States must sign the MoU, due to two reasons:

1. Due to its time, the current MoU is not in force and is not legally accepted.

2. Because they do not have a previous MoU that supports the activities required for the development of the CANSNET project

2.7 Through the MoU, the States would give their consent for TCB to manage the project and serve as legal representative for all the Member States that require so and sign contracts on their behalf, as in the case of Cuba or any another State that requires it.

2.8 The MoU also stipulates the agreement between the Member States of CANSNET and TCB of 7% (seven percent) of the total payment of the CANSNET contract to TCB for the administrative management of the Project. Likewise, the following information must be sent together with the requirements in order to complete the RFP of the new CANSNET network (MEVA IV).

2.9 The MoU is attached in the **Appendix** to this working paper.

### **3. Suggested actions**

3.1 The Meeting is invited to:

- a) Review the information provided in this working paper;
- b) sign the MoU if your State has not yet signed it; and
- c) Establish a date for States to provide the signed MoU.

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## APPENDIX



### MANAGEMENT SERVICE AGREEMENT

BETWEEN  
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION  
AND  
THE [ENTITY]

The [ENTITY] of *(name of the State)*, hereinafter referred to as the [ENTITY], represented by the *(post of the counterpart authority)* and

The International Civil Aviation Organization, hereinafter referred to as "ICAO", represented by the Secretary General;

Hereinafter referred to as the "Parties";

AGREE ON THE FOLLOWING:

#### 1. GENERAL PROVISIONS

1.1 The Parties agree to enter into an agreement regarding management and other services to be provided by or through ICAO, as specified in this Management Service Agreement (hereinafter referred to as "this Agreement").

1.2 A detailed description of the Project(s) in relation to which specific services are going to be provided will be set out in, and designated, as Annex(es) to this Agreement, which shall form an integral part of this Agreement.

1.3 The [ENTITY] shall submit requests to ICAO for the specific services it wishes to be provided by or through ICAO. Such requests are subject to the approval by ICAO. The approved services (hereinafter referred to as "the Services") shall be specified in the Annex(es) to this Agreement and shall be furnished in accordance with ICAO's regulations, rules, directives, procedures and practices. Notwithstanding the above, the [ENTITY] shall retain overall responsibility for the implementation of the Project(s).

1.4 The specific responsibilities of the Parties with regard to the contribution for the implementation of Project(s) shall be outlined as inputs in the Annex(es) to this Agreement.

1.5 ICAO and the [ENTITY] shall maintain close consultations in respect of all aspects of the provision of the Services under this Agreement.

1.6 Any change to the the scope of the Project(s) shall require negotiations between the Parties.

1.7 ICAO shall, on behalf of the [ENTITY], contract for inputs required for the provision of the Services as specified in the Annex(es) to this Agreement. If such inputs involve the recruitment of personnel and/or contractors, the modality of such recruitment and the signature of the respective contracts shall be subject to agreement with the [ENTITY].

1.8 In the performance of their duties, the recruited personnel and/or contractors shall collaborate closely with officials of the [ENTITY] and shall act in conformity with such general guidelines as the [ENTITY] may establish in consultation with ICAO. The latter shall furnish to the above-mentioned personnel and/or contractors whatever guidance ICAO deems necessary for the successful implementation of the Services.

1.9 Unless agreed otherwise by the [ENTITY] and ICAO in the Annex(es) to this Agreement, the [ENTITY] shall be solely responsible, using funds other than those specified in the Annex(es), for the recruiting of local personnel and payment of their salaries and benefits, as well as for the administrative support (local secretarial and personal services, offices, locally produced equipment and supplies, transportation within the country, and communications) required for the execution of the Project(s) and the provision of the Services and related support.

1.10 The funds received by ICAO under this Agreement shall be administered according to applicable ICAO regulations, rules, directives, procedures and practices.

## **2. FINANCING PROVISIONS**

2.1. The estimated total cost of the Services will be indicated in the Annex(es) to this Agreement<sup>1</sup>. For management of the Services, ICAO shall be paid Administrative Charges as indicated in the Annex(es). The total cost (Services and Administrative Charges) of the Project(s) may not exceed the amount reflected in the Annex(es) without the prior agreement of the [ENTITY].

2.2. Upon signature of the Annex(es), the [ENTITY] shall deposit the amounts detailed in the Annex(es) to cover the estimated cost of the Services and Administrative Charges. In the case of procurement services, the actual cost of such Charges shall be confirmed following a tender or request for quotation. Should the actual cost be more than the estimated cost, the [ENTITY] shall deposit such amounts to make up the difference within 30 days of being infomed to that effect.

2.3. All cash receipts to, and payments made by, ICAO under this Agreement shall be recorded in a separate account, opened, *inter alia*, in order to place on record the receipt and administration of payments. All payments made to ICAO shall be made in U.S. dollars and deposited in ICAO's bank account as follows:

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<sup>1</sup> Annex(es) to this Agreement shall be in the form of a Project Document.

Pay to: //CC000305101  
Royal Bank of Canada  
Ste. Catherine and Stanley Branch  
1140 Ste. Catherine Street West  
Montreal, Quebec  
Canada H3B 1H7

For credit to: 05101 404 6 892  
Project: “(Those that the [ENTITY] and ICAO have decided to execute as Annex(es) to this Agreement, see Clause 1.2)”  
ICAO Pool Account

Swift code: ROYCCAT2

2.4. ICAO shall not be obliged to begin or continue the provision of the Services until the payments mentioned in paragraphs 2.2 and 2.6 of this Agreement have been received and ICAO shall not be obliged to pay or commit any sums exceeding the funds deposited in the aforementioned account. ICAO shall have a right to set off any amounts incurred pursuant to paragraph 6.1.

2.5. ICAO shall furnish the [ENTITY] with unaudited financial statements concerning the Services covered in this Agreement, showing the status of the funds in U.S. dollars as at the end of March, June, September and December of each year. After ICAO has concluded the provision of the Services, it shall submit to the [ENTITY] a final financial statement. In the event that the [ENTITY] requests that a special audit/evaluation of its account or project under this Agreement be performed by the Internal or External Auditor of ICAO, the [ENTITY] shall bear the cost of such audit.

2.6. If due to unforeseen circumstances the funds received under this Agreement should prove insufficient to cover the total cost of provision of the Services and Administrative Charges, ICAO shall inform the [ENTITY] to that effect, and additional funds, shall be made available to ICAO no later than 30 days of being informed to that effect, before the continuation of the project.

2.7. Any balance of funds not disbursed and not committed at the conclusion of the provision of the Services shall be returned to the [ENTITY] on request, or be retained in the account for future use as determined by the [ENTITY].

### 3. PROCUREMENT SERVICES PROVISIONS

3.1. ICAO may acquire, at the request and on behalf of the [ENTITY] and in conformity with this Agreement and ICAO’s Procurement Code, the necessary equipment and services described in the Annex(es) to this Agreement.

3.2. The [ENTITY] shall be responsible for the custom clearance process, including the payment of any tariff duties, taxes or similar fees directly related to the release from customs of the equipment and supplies that are not subject to exemption by the relevant Government.

3.3. The [ENTITY] undertakes to ensure that adequate funds are on deposit with ICAO either to cover procurement requisitions submitted and/or the related administrative overhead charges calculated in accordance with the Scale of Charges found in the Annexe(s), and that in the event of ICAO notifying the [ENTITY] that funds on deposit are inadequate to cover proposed purchases and the related

administrative overhead charges, the amount requested will be deposited without delay. The [ENTITY] accepts that until such time as adequate funds have been deposited, action in respect of the outstanding purchases will be held in abeyance.

3.4. Should an on-going Service(s) approved by the [ENTITY] be cancelled, deferred or otherwise modified by the [ENTITY], ICAO shall be entitled to recover its costs based on the amount of work that has been completed in the implementation of the said Purchase Requisition. ICAO shall invoice the corresponding amount to the [ENTITY].

3.5. If, after issuance of the purchase order/contract, additional funds are required to meet additional unavoidable costs, the [ENTITY] shall deposit the additional sum required within thirty days of notification by ICAO.

3.6. An amendment to a Purchase Order/Contract shall not decrease the Administrative Charges associated with the issuance of the original Purchase Order/Contract.

3.7. Following the acceptance of the equipment by ICAO on behalf of the [ENTITY], title of ownership and all associated risks of loss or damage, shall pass automatically from the supplier of the equipment to the [ENTITY].

3.8. When it is not clearly established that the equipment to be procured is intended primarily for civil aviation purposes, ICAO reserves the right to decline to undertake the procurement of the equipment.

#### **4. ICAO PRIVILEGES AND IMMUNITIES**

4.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ICAO, its officers, staff, assets and funds either pursuant to the *Convention on the Privileges and Immunities of the Specialized Agencies, 1947* or other applicable conventions, agreements, laws or decrees.

#### **5. CORRESPONDENCE**

5.1 All correspondence relating to the implementation of this Agreement other than this signed Agreement or the amendments thereto, shall be addressed to:

<b>ICAO:</b>	[ENTITY]
Director	
Technical Cooperation Bureau	(Title)
International Civil Aviation Organization	(Full address)
999 Robert-Bourassa Boulevard	
Montreal, Quebec	
Canada H3C 5H7	

5.2 The [ENTITY] shall keep ICAO duly informed of all measures which it adopts for the fulfilment of this Agreement or which may affect this Agreement.

## **6. LIABILITY**

6.1 The ENTITY shall save, indemnify, hold harmless and, as advised and authorized by ICAO, defend ICAO, its officials, agents and employees, from and against all actions, suits, proceedings, claims, demands, losses and liability of any kind or nature brought against ICAO, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments, and damages. The obligation to hold ICAO so harmless shall be applicable regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

6.2 The obligation under this clause shall survive the termination of this Agreement.

## **7. Officials Not to Benefit**

7.1 The [ENTITY] warrants that no official of ICAO / <ENTER GOVERNMENT ENTITY> / Government of <ENTER COUNTRY> has been or shall be admitted by the [ENTITY] to any direct or indirect benefit arising from this Agreement, including the Annex(es).

## **8. Force Majeure**

8.1 In the event of force majeure, the obligations and responsibilities of ICAO under this Agreement shall be suspended to the extent of its inability to perform them and for as long as such inability continues.

8.2 Force Majeure as used herein shall mean acts of nature, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either Party and which neither Party is able to reasonably foresee and/or overcome.

## **9. Settlement of Disputes**

9.1 Amicable Settlement: Negotiations

The Parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, this Agreement or the breach, termination or invalidity thereof, within a time period of ninety (90) days.

9.2 Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within ninety (90) days, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. The Parties agree that the arbitration be conducted by an arbitral tribunal consisting of a sole arbitrator. If the Parties cannot agree on a sole arbitrator within sixty (60) days, the appointment of the arbitrator shall be made in accordance with Article 8 of the UNCITRAL Arbitration Rules. The place of arbitration shall be Montreal, Quebec, Canada, and it shall be conducted in the English language. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the



final adjudication of any such dispute, controversy, or claim.

**10. ENTRY INTO FORCE, AMENDMENTS AND TERMINATION**

10.1 This Agreement shall come into effect on the date on which it has been signed by the last of both Parties. It shall continue to be in force until terminated under paragraph 10.3 below. Upon coming into force, it shall supersede any existing agreements concluded between the Parties on the same subject matter.

10.2 This Agreement may be amended at any time by written agreement between the Parties.

10.3 This Agreement may be terminated at any time, by either Party, giving to the other a written notification. This Agreement shall terminate sixty (60) calendar days after receipt of the said notification. The obligations assumed by the Parties under this Agreement shall survive the termination of this Agreement to the extent necessary to permit the orderly finalization of activities, the withdrawal of personnel, the distribution of funds and assets, the liquidation of accounts existing between the Parties, and the settlement of contractual obligations. Additional funds, if necessary, to cover the above-mentioned expenditures shall be provided by the [ENTITY] within 30 days of the notification of termination.

Agreed on behalf of the International  
Civil Aviation Organization:

Agreed on behalf of the [ENTITY]:

Signed  
by: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

— END —