



# ICAO

*International Civil Aviation Organization*

**THE ELEVENTH MEETING OF SYSTEM WIDE  
INFORMATION MANAGEMENT TASK FORCE  
(SWIM TF/11)**

*Bangkok, Thailand, 25 – 29 May 2026*

- Agenda Item 7: SWIM Task Force ToR, Programme, Work Plan, and Action Items review
- APAC SWIM Implementation Guidance (IGD) materials

## **COMMENTS ON TECHNICAL MEMORANDUM OF COOPERATION (TMC) DOCUMENT FOR ATM INFORMATION EXCHANGE THROUGH SWIM**

(Presented by NEW ZEALAND)

### **SUMMARY**

This paper presents New Zealand’s comments on the draft Technical Memorandum of Cooperation (TMC) document for ATM Information Exchange through SWIM, following Actions 10-11 and 10-12 from SWIM TF/10

## **1. INTRODUCTION**

1.1 As captured in the ICAO APAC SWIM TF/10 Final Report under Action Item 10-12, Australia, New Zealand and Malaysia agreed to collaborate in compiling the relevant content for the IGD related to TMC.

1.2 As part of the review and collaboration with Australia and Malaysia, New Zealand has further comments on the TMC to address Action Item 10-12 and also Action Item 10-11, which noted that “proposed comments would be taken into account during future SWIM TF meetings, as part of the review of the TMC’s relevance and applicability”

## **2. DISCUSSION**

2.1 It is noted with appreciation that Malaysia had taken the time to draft the SWIM TMC in SWIM TF/8 to assist States in bilateral cooperation/agreement for ATM Information Exchange through SWIM and that Australia had provided further detailed feedback in their Information Paper to SWIM TF/10.

2.2 It is further noted with appreciation that Malaysia had taken the time to revise the SWIM TMC based on Australia’s SWIM TF/10 information paper and to further engage Australia and New Zealand on the TMC following SWIM TF/10.

2.3 It is noted that the draft SWIM TMC is a guidance document that can be used as a template for discussion between participants. New Zealand would like to propose a revised approach to the SWIM TMC that could address the original intent and goals of the TMC (as outlined in SWIM TF/8 Final Report and Working Paper) and reflect the feedback from SWIM TF members, particularly Australia’s feedback from their SWIM TF/10 Information Paper, with which New Zealand substantively agrees.

2.4 As part of the collaboration outlined in Action 10-12, Australia advised Malaysia and New Zealand that they understood the original intent of the SWIM TMC, based on the SWIM TF/8 working paper, to: 1) To have States formally “establish SWIM”, 2) To clarify boundaries of responsibility (in terms of SWIM TI), and 3) Establish operational capability. We agree with this core of this understanding and with the intent expressed, with the following additional views/proposals:

2.4.1 Creation of a unilateral agreement issued at the ICAO APAC-level rather than bilateral or multilateral agreements. In this, New Zealand agrees with Australia’s feedback from their SWIM TF/10 Information Paper, section 2.3.2, which suggested a non-binding head agreement at the regional level. New Zealand agrees that a memorandum of cooperation is needed (as outlined in section 2.3 of the SWIM TF/8 Working Paper) but bilateral agreements between contracting states would result in too many agreements to be workable, while multilateral agreements could be hard to reach consensus on.

2.4.2 Creation of a suite of documents that includes but is broader than the TMC to allow the appropriate level of detail to be developed at the right time and by the relevant parties. In this, New Zealand largely endorses Australia’s feedback from their SWIM TF/10 Information Paper, section 2.3.3, which suggested a subordinate set of documents to the head agreement to address any specific, detailed procedural and administrative matters. New Zealand’s proposal for how this could be implemented is in section 2.4.4 of this Working Paper.

2.4.3 Revision of the approach to the TMC (or equivalent artefact) within this suite of implementation and operational documents, such that it becomes a document that describes intent and practical arrangements rather than technical implementation. This allows it to be agreed between interconnecting parties without constraining technical implementation or requiring the documentation of successful transition to operations. This revised TMC should address Thailand’s feedback from SWIM TF/8 Final Report, section 2.2, that it would be premature to adopt the draft TMC given the status of SWIM implementation within the region. New Zealand agrees with this feedback and notes that, with the changes proposed, New Zealand expects that an earlier agreement of a revised TMC would be possible and beneficial. The revised TMC would also still be aligned with the intent behind the TMC, to ensure participants within APAC are aligned on SWIM, as outlined by Malaysia in their working paper to SWIM TF/8 (section 2.3, which noted that the first meeting of SIPG identified the need for a TMC).

2.4.4 New Zealand’s proposal for this suite of documents is to adapt the CRV suite of documents to SWIM, based on learnings from CRV, as outlined in the table below:

SWIM Artefact	Purpose (SWIM)	Approvers (SWIM)	Developed by:
ICAO letter, from APAC statement at the regional level	Outlines the cooperative intent and outcome of SWIM	Signatories not required – issued by ICAO to APAC members	Drafted by the Task Force, endorsed by the Chair and the majority on behalf of the Task Force, issued by ICAO for APAC members, added to the Implementation Guidance
Technical Memorandum of Cooperation (TMC) aligned to the ICAO Letter	Establishes high-level technical / procedural arrangements and obligations between APAC participants	Potentially design / system owners or operational management within	Drafted by the Task Force, template added to the Implementation Guidance

SWIM Artefact	Purpose (SWIM)	Approvers (SWIM)	Developed by:
		the participant organisation	
<b>Implementation Manual</b>	Sits next to the TMC – outlines the detailed technical and other requirements to establish a messaging system and connections	Design authorities and/or their representatives (e.g., SIPG members)	Drafted by SIPG, evolved by Task Force, added to the Implementation Guidance
<b>Operations Manual</b>	Sits next to the TMC - outlines the operational details for SWIM i.e., who is who, who has what connections, etc.	Design / operational authorities and/or their representatives (e.g., SIPG members)	Drafted by SIPG, evolved by Task Force, added to the Implementation Guidance

2.4.5 The benefits of this suite of documents are that it would allow these documents to be updated and managed independently from the others, i.e., they can be developed at their own pace so that they are completed at the earliest relevant point and maintained going forward, and that it would also enable easier sign-off within individual organisations by matching the focus or scope to approvers more easily.

2.4.6 New Zealand notes that the TMC concept was originally chosen on the basis that SWIM will replace AMHS/ATN for aviation information exchange and a TMC had been used for AMHS/ATN (as outlined in SWIM T/F 8’s Final Report, section 2.1, and Malaysia’s SWIM TF/8 Working Paper, section 2.4). However, the Final Report and the Working Paper (section 2.5) also noted that SWIM technical implementation is substantially different to AMHS/ATN (which is point-to-point), while the SWIM TF/10 Final Report noted in that ‘further discussion is required to assess the need and applicability of the TMC in the SWIM context’ (section 4.3.6), given the feedback on the draft TMC. New Zealand’s revised approach to the suite of documents and the TMC therefore does vary from the original approach chosen, but would still enable the intent behind the TMC, while better reflecting the SWIM technical implementation required, which is substantially different to AMHS/ATN.

2.4.7 Malaysia’s proposal from their SWIM TF/8 Working Paper to attach test procedures, developed outside of SWIM, to the TMC (section 2.5), would become part of the sub-ordinate artefacts (proposed as the Implementation Manual).

2.5 New Zealand proposes a revised TMC that reflects the above structure, which is attached to this Working Paper. While SWIM TF/10’s Final Report noted that ‘further discussion is required to assess the need and applicability of TMC in the SWIM context’ (section 4.3.6), New Zealand believes that, with the proposed revised TMC elevated above the technical details, the TMC could still be useful to provide both a way of two parties agreeing their common intent and provides for practical information sharing around the relevant people in each organisation responsible for the implementation

2.6 The revised TMC attached to this Working Paper reflects the following approach and addresses feedback to date in the following ways:

2.6.1 The scope should be for the long-term relationship between APAC members, and not just for the Pioneer Group / trial and initial implementation of SWIM. New

Zealand notes that the draft TMC is strongly focused on implementation and a key learning from CRV is that operations do need to be considered and planned for. The revised TMC incorporates implementation and operations.

2.6.2 To reflect the current expected SWIM architecture, the SWIM TMC should be between a Gateway Message System and another SWIM Message System participant (either another Gateway or an Edge), rather than countries or ANSPs. By focusing on Message Systems, it allows non-ANSP / non-Country Message System participants to be included as well as ANSPs. This is based on the architecture agreed so far in the Task Force and SIPG (see Figure 1 below for overview and Figure 2 for example of how data would flow through) and is expected to be equally suitable for delivering pub/sub and request/reply services (etc.) as outlined in the common services.

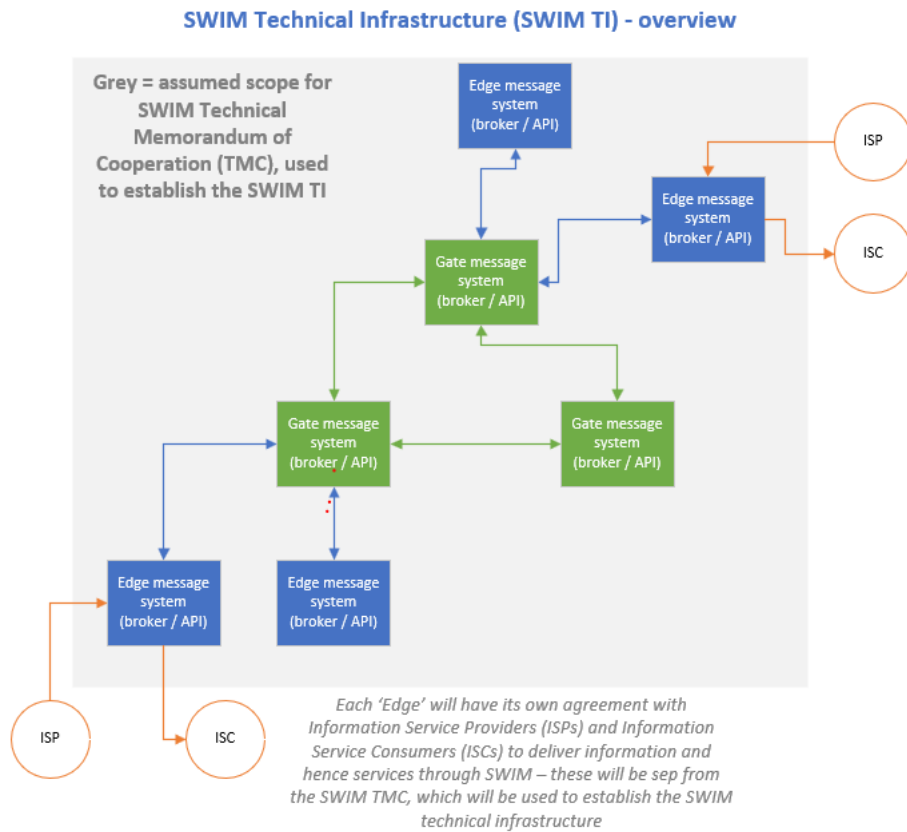


Figure 1: SWIM TI overview

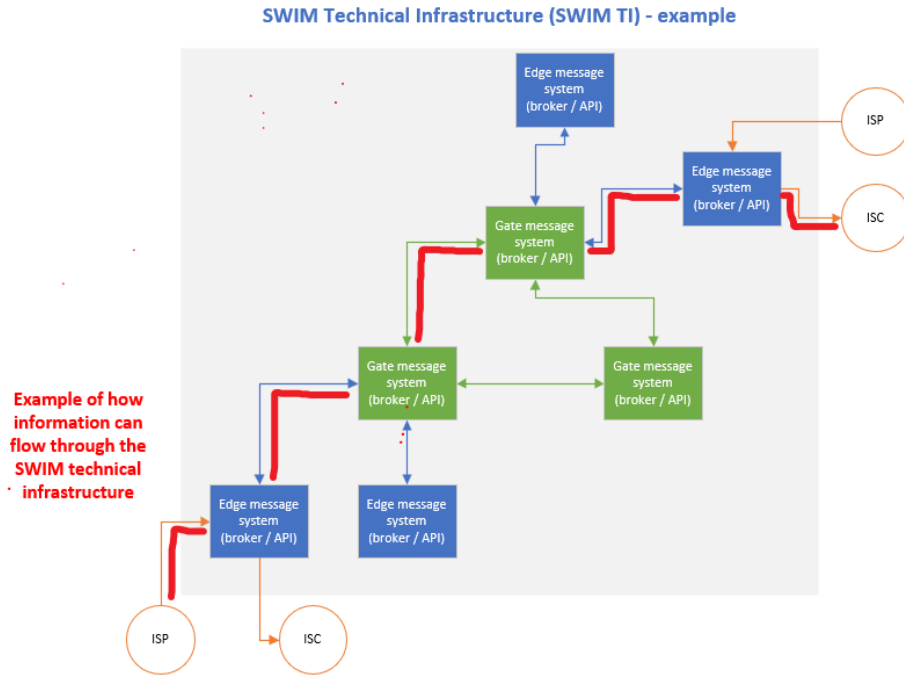


Figure 2: SWIM TI – example of information flow

2.6.3 New Zealand believes this addresses Australia’s feedback in their SWIM TF/10 Information Paper, which sought clarity on participants for the TMC, noting that SWIM services are broader than ANSPs and it was unclear if ANSPs would therefore have to enter the arrangement on behalf of other agencies in their State’s jurisdiction (section 2.3.1). By couching it as Message System to Message System connectivity, the proposed revised TMC removes the ANSP/country aspect but suggests a common type of agreement among integrating Message Systems without imposing agreements on Information Service Providers (ISPs) and Information Service Consumers (ISCs), which are able to be devolved to Edge Message System providers independently. The country aspect would be tackled by the head agreement (i.e., ICAO APAC letter) level instead, which should also address Australia’s legal review feedback in section 2.4.2, that wanted to ensure that country to country agreements did not invoke treaty obligations.

2.6.4 Agreements for connection of ISPs and ISCs to Edge Message Systems (assuming Gateway Message Systems do not connect directly to ISPs and ISCs, only through Edge Message Systems) would be down to the terms and conditions established by each Edge Message Systems’ provider for connection to their services. These are, therefore, not considered part of the SWIM TMC.

2.6.5 There is a need for participants to cooperate on SWIM for operational, and non-operational (i.e., testing / development systems), systems. However, a participant may decide to vary from a specific SWIM specification (especially for non-operational systems). In this instance, the assumption is that the participant would establish their own agreement with all other affected participants for its non-operational systems, outside of the SWIM TMC.

2.6.6 One key learning from CRV that New Zealand proposes to adapt for SWIM, and which is therefore reflected in the ‘Governance’ section of the revised TMC attached to this Working Paper, is the need for a SWIM Operations Group. The Task Force is necessarily empowered and focused on implementation, but the CRV Task Force found that consideration for operations was required, with a different focus and with different working arrangements required across the group to maintain coherence and consistency. In this, New Zealand agrees in principle with Australia’s feedback from their SWIM TF/10 Information Paper that they would support a dedicated group (such as SWIM OG) to administer this (section 2.3.4), however New Zealand sees the Task Force performing this function until such time as such a body exists and the Task Force relinquishes its role to that group.

2.6.7 New Zealand proposes that Australia’s feedback from their SWIM TF/10 Information Paper that was related to wording in the draft TMC (section 2.5) could be covered in the subordinate agreements instead of the TMC e.g., the use of Yellow Profile and update of Yellow Profile, definition of connection points, entry criteria or successful completion required for implementation, etc. This is necessary detail that could be appropriately detailed in the proposed implementation and operational manuals (or subordinate agreements).

2.6.8 New Zealand also previously provided feedback on the draft TMC in a SWIM TF/9 Working Paper, which was effectively based on Airways’ internal legal review and covered settlement of disputes, confidentiality and effect of cooperation. The revised TMC has been reviewed by Airways’ Legal team, who agree that it includes relevant required feedback from that previous working paper, noting one change to earlier feedback, specifically reversing the original ‘settlement of dispute’ feedback back to the original, simpler text. This is due to the proposal that there should be a head of agreement ICAO APAC-wide and the resulting non-technical / specific nature of the revised TMC lessens the concerns about disputes.

### **3. ACTION BY THE MEETING**

3.1 The meeting is invited to:

- a) Note the information contained in this paper; and
- b) Discuss the proposed revised approach and revised SWIM TMC;
- c) Provide any feedback to evolve the approach and TMC; and
- d) Discuss any relevant matter as appropriate

-----

**SWIM TECHNICAL MEMORANDUM OF COOPERATION**

**BETWEEN**

<SWIM Message System Participant 1>

**AND**

<SWIM Message System Participant 2>

**AGREEMENT FOR THE TECHNICAL AND PROCEDURAL COOPERATION  
FOR SHARING OF AIR TRAFFIC MANAGEMENT AND AIR  
NAVIGATION SERVICE INFORMATION THROUGH SYSTEM WIDE  
INFORMATION MANAGEMENT (SWIM)**

**EFFECTIVE: [Month Year as MMM YYYY]**

## TABLE OF CONTENTS

PARAGRAPH 1 – CITATION .....	3
PARAGRAPH 2 – PURPOSE AND DEFINITIONS .....	3
PARAGRAPH 3 – FINANCIAL AND COMMERCIAL OBLIGATIONS .....	4
PARAGRAPH 4 – IMPLEMENTATION OF SWIM.....	4
PARAGRAPH 5 – REVISIONS, MODIFICATIONS AND AMENDMENTS .....	8
PARAGRAPH 6 – SETTLEMENT OF DISPUTE .....	9
PARAGRAPH 7 – CONFIDENTIALITY & PROPRIETARY INFORMATION .....	9
PARAGRAPH 8 – SUSPENSION.....	9
PARAGRAPH 9 – EFFECT OF THIS COOPERATION.....	9
PARAGRAPH 10 – EFFECTIVE DATE, DURATION AND TERMINATION.....	9
PARAGRAPH 11 – SIGNATURE IN COUNTERPARTS.....	10
PARAGRAPH 12 – AUTHORITY.....	10

**SWIM TECHNICAL MEMORANDUM OF COOPERATION**

**BETWEEN**

<SWIM Message System Participant 1>

**AND**

<SWIM Message System Participant 2>

**AGREEMENT FOR THE TECHNICAL AND PROCEDURAL COOPERATION FOR SHARING OF AIR TRAFFIC MANAGEMENT AND AIR NAVIGATION SERVICE INFORMATION THROUGH SYSTEM WIDE INFORMATION MANAGEMENT (SWIM)**

In consideration of the ICAO Asia/Pacific (APAC) Letter covering the provision of SWIM in the ICAO APAC Region:

<SWIM Message System Participant 1> and <SWIM Message System Participant 2>, henceforth the Participants, wish to cooperate with each other on the technical and procedural arrangements related to providing System Wide Information Management (SWIM) Messaging Services between their respective organisations, using their SWIM Technical Infrastructure (SWIM TI) and interconnecting services.

These SWIM Messaging Services are intended to support the Global Air Traffic Management Operational Concept and Global, Regional and National Air Navigation Plans enabling Information Service Consumers to receive information from Information Service Providers via SWIM Message Systems in order to provide for safe, secure, efficient and beneficial air traffic management and air navigation services to aviation participants in the ICAO APAC region and across ICAO regional boundaries where adjacent to APAC.

**PARAGRAPH 1 – CITATION**

1.1 This SWIM Technical Memorandum of Cooperation will hereinafter be referred to as the “SWIM TMC”.

**PARAGRAPH 2 – PURPOSE AND DEFINITIONS**

2.1 This SWIM TMC identifies and defines the agreements and procedures by which each party intends to provide and maintain the SWIM Messaging Services between the Participants for the purpose of providing Air Traffic Management and Air Navigation Service information from Information Service Providers to Information Service Consumers. The SWIM TMC is not intended to cover agreements with Information Service Consumers (to be defined in a Service Registry or other separate agreement(s)) or Information Service Providers (to be defined outside the SWIM TMC by each Participant connecting to an Information Service Provider).

- 2.2 SWIM Technical Infrastructure comprises SWIM Message Systems (for publish/subscribe, request / reply or other services). These SWIM Message Systems are considered either Edge Message Systems (“Edge/s”) where they connect to Information Service Providers and / or Information Service Consumers, or Gateway Message Systems (“Gateway/s”). SWIM TMC agreements and connections are expected to be between providers comprising either end of an Edge to a Gateway, or between Gateways (enabling assurance / resilience capabilities, i.e., ‘information transit functions / services’) within APAC. Information Service Providers / Information Service Consumers are not considered SWIM Message Systems in the context of using the SWIM TMC between providers of APAC Edge and Gateway SWIM Message Systems. SWIM Message Systems are also expected to provide connections between ICAO Regions but the SWIM TMC is not expected to be used for these agreements / connections.
- 2.3 Edge to Edge messaging directly via the SWIM network layer as part of a request / reply service, if so / as defined in the Implementation Manual (see Paragraph 4 Implementation of SWIM), is not expected to use Gateways. In this case, it is expected that the Service Registry definitions, connections of the Information Service Provider and Information Service Consumer to Edges (not covered by the SWIM TMC), and associated telecommunication service(s) of the associated Edges (and the relevant agreements for all of these) are sufficient and no separate SWIM TMC is expected directly between Edge Participants. This implies a local Edge Participants act as if they were an Information Service Consumer to access remote Edge services via that remote Edge Service Registry for onward provision to an Information Service Consumer connected to them.

### PARAGRAPH 3 – FINANCIAL AND COMMERCIAL OBLIGATIONS

- 3.1 Each Participant shall be responsible for the commercial terms and conditions and their own respective costs and expenses arising from the establishment, operations and maintenance of their SWIM TI and/or their connection to a service delivery point of a multi-point telecommunications service provided by a telecommunications provider to enable connections between Participants, including where an Internet connection is used but not where a separate, specific, point-to-point connection used between Participants (henceforth “multi-point telecommunications service delivery point”).
- 3.2 Where a separate, specific, point-to-point telecommunications service is to be used to connect Participants, such connection will be subject to a separate agreement between the parties (and the associated telecommunications provider(s)) outside this SWIM TMC with respect to commercial terms and conditions, costs (and activities) arising from establishment, operations, and maintenance of this connection.

### PARAGRAPH 4 – IMPLEMENTATION OF SWIM

#### A. SERVICE LOCATIONS

<SWIM Message System Participant 1>

[Air Traffic Service Centre Name]

[Address, incl. State / ZIP or Postal Code / Country]

Tel: [Telephone Number incl. Country / Area Code]

Email: [Email Address] or Refer to Coordination Points for Amendments

<SWIM Message System Participant 2>

[Air Traffic Service Centre Name]

[Address, incl. State / ZIP or Postal Code / Country]

Tel: [Telephone Number incl. Country / Area Code]

Email: [Email Address] or Refer to Coordination Points for Amendments

B. PROCESS AND PROCEDURAL RESPONSIBILITIES

I. GOVERNANCE

1. Through the ICAO APAC SWIM Task Force (TF), all APAC SWIM Message System Participants will form an APAC SWIM Operation Group (OG) to provide ongoing governance and management of operational APAC SWIM matters that need to be agreed across APAC and with neighbouring adjacent regions.
2. Prior to the formation of the APAC SWIM OG, the ICAO APAC SWIM TF shall fulfil this function and OG and TF shall be considered synonymous until the APAC SWIM OG is formed.
3. The APAC SWIM TF shall develop and publish an Implementation Manual to describe the implementation of SWIM in the APAC region such that appropriately defined SWIM messaging is possible between Information Service Providers and Information Service Consumers within a network of SWIM Messaging Systems (comprising Edge and/or Gateway Messaging Systems), and an Operations Manual to describe and enable ongoing governance and management of SWIM in the APAC region.

II. SERVICES

1. Message exchange between SWIM Message System participants will use messaging protocols and carry data comprising ICAO Information Exchange Model formats (e.g., FIXM, AIXM, IWXXM, and other future models as may be identified through ICAO) and other necessary data, to be defined and agreed in the Implementation Manual.

### III. IMPLEMENTATION OF THE SWIM TI AND SCHEDULING

1. The Participants will implement operational SWIM TI that provide Gateway and/or Edge capabilities / facilities, as to be described in the Implementation Manual.
2. The Participants intend to make their best efforts to coordinate, test and implement services toward an operational cutover. Actual cutover dates will be dependent on the Participants' separate mutual written agreement that SWIM TI interoperability testing is completed and successful and all material defects have been resolved.
3. Where for operational air traffic management / air navigation service use, the Participants shall provide SWIM TI and interconnecting telecommunications service delivery point(s) and other aspects of service and infrastructure provision compliant with their own national regulatory obligations. If these differ from the Implementation Manual, these should be advised to the other party, to the SWIM Task Force (and OG, if formed), and identified in the Participant's SWIM Service Registry if necessary for service operations or handled as defined in the Implementation Manual and / or Operations Manual (if covered in the manuals).
4. Where for non-operational air traffic management / air navigation service use for interoperability testing (etc.), the Participants can provide SWIM TI (and any interconnecting telecommunications service delivery point(s)) in line with either the Implementation Manual, or any separate specific agreement between the parties so long as any differences from the Implementation Manual are identified by either / both Participant(s) to the other, as part of interoperability testing or otherwise.
5. The proposed schedule for the establishment of the SWIM Messaging Service(s) between the Participants' SWIM TI will be maintained by the APAC SWIM OG.

### IV. MAINTENANCE AND RESTORATION OF SWIM MESSAGING SERVICES

1. The Participants are obligated to notify each other at least thirty (30) days prior to making any changes to their operational SWIM TI (or their multi-point telecommunications service delivery point, or any relevant separate, specific, point-to-point telecommunications service that relates to the operational SWIM Messaging Services between the Participants) which will impact the operations and / or services between the Participants.
2. The Participants will coordinate with each other to minimise anticipated interruptions and unnecessary engineering modifications of the operational SWIM Messaging Service(s).

3. The Participants are responsible for maintaining their own equipment and contracts / agreements with any provider of their SWIM TI and / or any associated telecommunication service(s) enabling connections between the parties. The Participants intend to coordinate with each other for their respective maintenance and operational activities affecting the operational SWIM TI and SWIM Messaging Services in advance of these activities.
4. Disruptions to either parties' operational SWIM TI or any associated telecommunication service(s) enabling connections between the parties shall be reported to the other party as soon as it is practical to do so. The target restoration time for services shall be advised as soon as practical by the respective party.
5. The Participants anticipate that they will periodically exchange service performance and operation references, points of contact of service providers and other details as deemed appropriate by the participant providing the information to support ongoing operations and maintenance of SWIM Messaging Services between the parties.
6. The Participants, without obligation, will endeavour to provide maintenance / restoration of any existing SWIM TI and any associated telecommunication service(s) enabling connections between the parties (or others within ICAO APAC Region) as soon as possible and will advise the other party of any expected delay or discontinuance of these systems and/or services
7. The Participants will provide notifications as soon as possible of service disruptions, restrictions or impacts via relevant SWIM Service Registry/ies and / or other method(s) identified in the Implementation Manual and / or Operations Manual.
8. The 24-hour single point of contact and escalation stages for all coordination regarding the SWIM Messaging Services are:

<SWIM Message System Participant 1>

**For SWIM:**

Maintenance Notifications: [Team / Person Name]

Tel: [Telephone number]

Email: [email addresses]

Escalation 1: [Team / Person Name / Role]

Tel: [Telephone number]

Email: [email address]

Escalation 2: [Team / Person Name / Role]

Tel: [Telephone number]

Email: [email address]

**Final Escalation:**

[Team / Person Name / Role]

Tel: [Telephone number]

Email: [email address]

<SWIM Message System Participant 2>

**For SWIM:**

Maintenance Notifications: [Team / Person Name / Role]

Tel: [Telephone number]

Email: [email addresses]

Escalation 1: [Team / Person Name / Role]

Tel: [Telephone number]

Email: [email address]

Escalation 2: [Team / Person Name / Role]

Tel: [Telephone number]

Email: [email address]

**Final Escalation:**

[Team / Person Name / Role]

Tel: [Telephone number]

Email: [email address]

**PARAGRAPH 5 – REVISIONS, MODIFICATIONS AND AMENDMENTS**

- 5.1 No revision, modification or amendment to this SWIM TMC will be effective unless made in writing and signed by both Participants.
- 5.2 Such revision, modification or amendments shall come into effect on such date as may be agreed by the Participants and specified in the document made in accordance with sub-paragraph 5.1, taking into consideration all domestic procedures that have to be complied with.
- 5.3 Any revision, modification or amendment shall not affect the rights and obligations arising from or based on this SWIM TMC prior to the effective date of such amendment.

#### PARAGRAPH 6 – SETTLEMENT OF DISPUTE

6.1 Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this SWIM TMC shall be settled amicably through mutual consultation and/or negotiations between the Participants without reference to any court, international tribunal or other third party for settlement.

#### PARAGRAPH 7 – CONFIDENTIALITY & PROPRIETARY INFORMATION

7.1 Both parties undertake not to use or reveal to any third party any proprietary or confidential information about the other party unless required to by law or unless such information is for the purposes of air traffic management or air navigation services (or equivalent) and it is necessary to do so to provide the associated services.

#### PARAGRAPH 8 – SUSPENSION

8.1 Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this SWIM TMC. The suspension shall take effect immediately upon written notification to the other Participant.

#### PARAGRAPH 9 – EFFECT OF THIS COOPERATION

9.1 This SWIM TMC serves only as a record of the Participants' intentions and does not constitute or create, or is not intended to constitute or create, legally binding rights or obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

9.2 Notwithstanding anything in sub-paragraph 9.1, paragraph 3 (Financial and Commercial Obligations), paragraph 5 (Revision, Modification and Amendment), paragraph 6 (Settlement of Disputes), paragraph 7 (Confidentiality & Proprietary Information) and paragraph 8 (Suspension) shall be binding on the Participants.

#### PARAGRAPH 10 – EFFECTIVE DATE, DURATION AND TERMINATION

10.1 This SWIM TMC will come into effect on the date of last signature by both Participants and will continue to have effect for a period of five (5) years.

10.2 Thereafter, this SWIM TMC may be extended by mutual agreement of the Participants made in writing in accordance with paragraph 8.

10.3 Notwithstanding anything in this paragraph, either Participant may terminate this SWIM TMC by giving no less than sixty (60) days' prior written notice to the other Participant.

10.4 Any termination of this SWIM TMC will not affect the implementation of on-going projects and/or programmes, which have been agreed upon by the Parties prior to the effective date of the termination of this SWIM TMC.

PARAGRAPH 11 – SIGNATURE IN COUNTERPARTS

11.1 To facilitate execution, this SWIM TMC and each of its annexes and addenda, if any, may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement.

PARAGRAPH 12 – AUTHORITY

12.1 The Participants agree to the provisions of this agreement as indicated by the signatures of the duly authorised representatives below.

12.2 The foregoing record represents the understandings reached between the Participants regarding the matters referred to therein.

12.3 Signed by the Participants' duly authorised representatives on the dates set out below in two (2) original texts in the English language.

<SWIM Message System Participant 1>

<SWIM Message System Participant 2>

Authorised Representative

Authorised Representative

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

[Full Name]

[Full Name]

[Position/Team]

[Position/Team]

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

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