



ICAO

GLOBAL AVIATION TRAINING
TRAINAIR PLUS™



ICAO TRAINING AGREEMENT

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Purpose of the ICAO Training Agreement

What is the ICAO Training Agreement?

The ICAO Training Agreement is a sustainable collaboration between ICAO and your Organization regarding the implementation of ICAO training products and services. This package consists of a set of documents that includes a Training Services Agreement (TSA) and a Training Project Document component, which highlights the scope of training activities which are catered to your Organizational needs.

The benefits of an ICAO Training Agreement are:

- The establishment of a long term training partnership with ICAO Access to the most current implementation tools and activities, ensuring your organization is always compliant with ICAO Standards and Recommended Practices.
- The opportunity to deliver courses from ICAO's comprehensive training portfolio
- Guidance on ICAO training best practices and the latest ICAO provisions.
- Access to a library of training guidelines, tools, and methodologies to enhance your Organization's training.

Types of implementation activities in a Training Project Document

The ICAO Global Aviation Training (GAT) Office can assess any organization involved in aviation training wishing to be benchmarked against ICAO reference documents, without necessarily becoming a TPP Member. Consultancy services are offered at various levels for all CAAs, governments, training organizations or manufacturers with training-related activities. This service supports training capacity building efforts, from the identification of few elements to improve the establishment of the whole training organization.

By collaborating through an ICAO Training Agreement, your organization can benefit from the following services:

- Deliver ICAO recognized Training Packages (ITPs): ICAO will support your organization through the delivery of Competency-based training course developed by ICAO, or an Regional Training Centers of Excellence (RTCE) in cooperation with ICAO, in compliance with ICAO Doc 9941, focusing on the implementation of ICAO SARPs and guidance material.

- Implement Training Consultancy services: ICAO will provide your organization with consultancies in the following training capacity building initiatives areas:
 - Training Needs Analysis: Guide your organization through the process of assessing their needs for training by identifying gaps in performance and their causes and therefore improve training in aviation. This is achieved by gathering data about people and activities that can be mined for information about performance.
 - Establishment of Training and Procedures Manual (TPM): Support your organization in developing Training and Procedures Manual which describes the training programmes being offered and the way in which the training organization conducts its activities. It is an essential document for the training organization because it provides the management and line personnel with clear guidance on the policy of the training organization as well as the procedures and processes which are used to provide training.
 - Establishment of a Training Quality System (QS): Provide your organization with the needed support to develop and implement a training quality system to perform the oversight of training operations.
 - Post Training Evaluation: Provide your organization's personnel with the necessary competencies to implement the TRAINAIR PLUS Level 3 Post-Training Evaluation (L3 PTE) processes, measure the impact of delivered training on work performance, and enhance the quality of developed courses and implemented training processes
 - Establishment of a Training Organization: Conduct all the required studies and analysis with the local authorities to develop the road map and the project document for the establishment of a training organization including procurement if requested.
- Human Resources Planning and Development: This service will ensure that your organization has the right people, with the right skills, in the right jobs. Developing a Human Resource Plan provides a step-by-step process for staffing, talent outreach and acquisition, forecasting, performance management, and employee development.



ICAO
Civil Aviation
Training Policy



ICAO CIVIL AVIATION TRAINING POLICY

(25 May 2016)

Introduction

ICAO's objective in aviation training is to support the Human Resources Development strategies established by Member States and the aviation community to ensure that they have access to a sufficient number of qualified and competent personnel to operate, manage and maintain the current and future air transport system at prescribed international standards for Safety, Air Navigation Capacity and Efficiency, Security and Facilitation, Economic Development of Air Transport, and Environmental Protection. Aviation training is considered as a support function of ICAO.

While ICAO shall encourage and advise governments and operators of training facilities, it will not be in competition with them, nor infringe upon Member States' sovereignty.

The scope of ICAO training may encompass all aviation-related areas, but will mainly focus on the development of courses in areas in which ICAO has the intellectual property, such as Global Plans, Standards and Recommended Practices (SARPs), guidance material, global safety and air navigation issues, etc., in order to assist States, aviation industry and aviation professionals with the implementation of these provisions.

Aviation training shall only be undertaken by ICAO when it is determined that it is necessary to support Member States in the implementation of ICAO SARPs, Procedures for Air Navigation Services (PANS), air transport policies and guidance and the rectification of identified deficiencies or another ICAO activity.

Implementation

ICAO shall provide information and advice to Member States as well as to operators of training facilities and other stakeholders, and shall cooperate, partner and/or collaborate, as appropriate, with other institutions such as United Nations organizations, international and regional organizations, educational institutions and industry.

For the purposes of this document the following definitions are used:

Training is the acquisition of knowledge and skills provided by ICAO and/or training organizations associated with ICAO issuing a certificate of completion or a certificate of achievement with the ICAO emblem or an ICAO programme emblem.

Recognition is a public statement of support, an acknowledgement of compliance. An ICAO recognition is a statement of support for the methods or practices of an aviation activity or organization or its delivery of a certain type or quality of service or product that comply with specific ICAO provisions contained in Annexes to the Convention on International Civil Aviation and related guidelines.

Standardized training courses are specific operational or functional training courses recognized by ICAO and developed by training organizations or ICAO through the TRAINAIR PLUS Programme or through the use of an Instructional Systems Design methodology.

Targeted training activity is a mechanism for providing awareness or education through a specific/customized training activity coordinated through ICAO.

Instructional Systems Design is a formal process for designing training which includes analysis, design, production, and evaluation.

Notwithstanding the definition of “technical cooperation”, as adopted by the Council in October 2012 (C-DEC 197/2 refers), all ICAO aviation training activities shall be planned, managed and coordinated by the ICAO Global Aviation Training (GAT) Office to ensure the efficient and effective implementation of this policy.

The Four Pillars

The implementation of ICAO’s aviation training policy is based on the following four pillars:

1. TRAINAIR PLUS Programme

The TRAINAIR PLUS Programme encompasses aviation training on matters related to Safety and Air Navigation Capacity and Efficiency, and will evolve in due course to include training on matters related to Security and Facilitation, taking into account the specificities of aviation security training, Economic Development of Air Transport, and Environmental Protection. The Programme will be composed of four modalities of recognition as follows:

Recognized Training Organizations

Training Organizations, upon application, shall be assessed by ICAO according to the specific requirements of the TRAINAIR PLUS Programme. Organizations compliant with such requirements shall be recognized as TRAINAIR PLUS Members.

Regional Training Centres of Excellence

In order to have the best possible consideration of regional aspects but also with the intent of saving costs, each ICAO region may have amongst its TRAINAIR PLUS Members at least one leading Training Organization, which shall be assessed by the ICAO GAT Office, according to a set of high-level criteria approved by the Secretary General. Training Organizations that comply with those requirements shall be recognized as Regional Training Centres of Excellence. They shall serve as focal points on implementation of specific initiatives (such as NGAP activities, runway safety, search and rescue, etc.) and enable regional solutions towards specific long-term objectives.

Training Courses

Design and development of training courses shall be recognized by ICAO according to the ICAO *Training Development Guide, Competency-based Training Methodology* (Doc 9941).

Trainers

Trainers shall meet the requirements of ICAO’s Instructors Training and Qualification Procedure in order to be qualified.



2. Recognition by ICAO of aviation training activities

Outside of the TRAINAIR PLUS Programme, ICAO may recognize training activities (i.e. activity or product such as targeted training activity or ad-hoc training) and the following principles shall be applied:

- The activity represents a direct benefit and added value for international civil aviation, promotes ICAO Strategic Objectives and is consistent with global plans;
- There is a demonstration of compliance of the training activity with existing ICAO Standards, Recommended Practices and guidance material;
- The activity has been structured using an Instructional Systems Design methodology, such as TRAINAIR PLUS or an equivalent methodology;
- There is a risk analysis and a mitigation strategy for any significant risks identified for relevant ICAO programmes;
- Every effort has been made to ensure that ICAO incurs no additional liability as a result;
- The demonstration of compliance is confirmed through a documented quality assessment process; and
- The funding has been ensured.

The recognition of a training activity will be valid for a period determined by the Secretary General.

ICAO has the right to withdraw a recognition from a training activity at any time should the training activity fail to respect established requirements.

All ICAO-recognized aviation training activities will be documented by the GAT Office.

3. ICAO-developed aviation training activities

ICAO may develop its own training activities to meet specific requirements or objectives, for instance related to a Technical Cooperation or Technical Assistance project.

The principles used for recognition of aviation training activities above will also apply in such cases.

4. Cooperation and Partnership Agreements

Agreements for cooperation and partnership between ICAO and Member States, United Nations organizations, international and regional organizations, educational institutions and the industry shall be pursued to the extent they help to achieve the objectives of ICAO.

Cooperation and partnership agreements shall be decided upon by the Secretary General and established or pursued when it is determined that the training activity fulfils the following criteria:

- Fully complies with ICAO SARPs and policies;
- Helps to achieve the objectives of ICAO's aviation training programme;
- Complements existing ICAO aviation training activities.

Financial aspects

The following financing models shall be applicable to training and recognition of training activities undertaken by ICAO:

- Technical Assistance, where the financing of the activities is from the Regular Programme and/or voluntary funds;
- Technical Cooperation, where the activities are financed by the States or donors and those funds are managed by the Technical Co-operation Bureau;
- Cost-recovery training activities, where full costs will be recovered from TRAINAIR PLUS Programme (TPP) activities, and any surplus generated remains within and is used solely for TPP; and
- Other revenue-generating training activities, where training activities generate any surplus can be used to support organizational priorities and Strategic Objectives.

Intellectual property and use of the ICAO's name and emblem

Every effort shall be made to ensure that the intellectual property of ICAO shall be protected and no harm to ICAO's reputation shall result from aviation training activities provided by a third party using the ICAO name or emblem.

The use of the ICAO's name and emblem shall be in full conformity with the policies and procedures concerning its use.

Publication

All relevant information related to ICAO's aviation training activities shall be published in a dedicated area of ICAO's website, as well as under each Strategic Objective.

Applicability

The ICAO Civil Aviation Training Policy is applicable to all aviation training activities provided by ICAO's Bureaus, Regional Offices, training organizations that are members of the TRAINAIR PLUS Programme, and/or training organizations issuing a certificate of completion or a certificate of achievement with an ICAO emblem or special ICAO programme emblem.

Entry into force

Revisions to the ICAO Civil Aviation Training Policy were approved by the Council of ICAO on 25 May 2016 during the sixth meeting of its 208th Session (208/6) and entered into force with immediate effect. This version replaces the previous version dated 1 July 2014, approved during the fourth meeting of the Council at its 202nd Session (202/4).

Assembly
Resolution A40-25:
Implementing
Aviation Training
and
Capacity-Building
Strategies

A40-25: Implementing Aviation Training and Capacity-Building Strategies

Whereas sustainable, safe and secure global aviation development relies on the availability of qualified and competent employees, supervisors and managers to operate, maintain, plan, coordinate, manage, and oversee all complex operations in various airports, airspaces, aircraft, maintenance facilities, etc.;

Considering that the International Civil Aviation Organization (ICAO) Council has approved the *ICAO Civil Aviation Training Policy* identifying ICAO's objectives and role in aviation training to "support the Human Resources Development strategies established by Member States and the aviation community to ensure that they have access to a sufficient number of qualified and competent personnel to operate, manage and maintain the current and future air transport system at prescribed international standards for Safety, Air Navigation Capacity and Efficiency, Security and Facilitation, Economic Development of Air Transport, and Environmental Protection";

The Assembly:

1. *Resolves that* ICAO shall assist Member States in achieving and maintaining competency of aviation personnel through the ICAO training activities, in order to ensure ICAO Member States have sufficient human resources and capacity for the implementation of ICAO provisions and programmes.
2. *Resolves that* the ICAO training activities shall be guided by the following principles:
 - a) qualification of aviation professionals is the responsibility of Member States;
 - b) the highest priority should be placed on learning activities that support the implementation of Standards and Recommended Practices (SARPs) and ICAO programmes using a competency-based training and Instructional Systems Design (ISD) approach;
 - c) ICAO should advise operators of training facilities but does not participate in the operation of such facilities;
 - d) a high priority shall be placed on the support for the ICAO Next Generation of Aviation Professionals (NGAP) and the implementation of human performance and talent management strategies and frameworks that include attracting, training, cultivating, nurturing and retaining the next generation;
 - e) the Global Aviation Training (GAT) activities should guide and support the training and learning opportunities offered to States by ICAO to ensure quality, standardization, effectiveness and efficiency of the deliverables; and
 - f) the ICAO Secretary General should strengthen self-sustainable GAT activities, with a clear governance structure, including mechanisms for financial, technical and managerial mandates and Key Performance Indicators towards supporting learning and development needs of States.
3. *Urges* States to share their strategic plans addressing learning and development in aviation including the practical application of the *ICAO Aviation Training and Capacity-Building Roadmap*, and assist each other to optimize access to learning activities for their aviation professionals.

4. *Calls upon States to:*

- a) encourage the implementation of aviation learning and development associations; and
- b) build partnerships on training and learning related matters through regional cooperation and knowledge exchange, including but not limited to, sharing available training resources, instructors, curriculum designers, courseware and implementing a roster of aviation training experts.

5. *Instructs* the Council to establish a monitoring and an evaluation mechanism addressing quality, efficiency and effectiveness of the ICAO GAT activities, and to report to Member States accordingly.

Associated practices

1. The Council should strengthen the assistance for its Member States to harmonize aviation professionals' levels of competency including establishment of competency-frameworks for all aviation related jobs. These efforts should be based on:

- a) data analysis to determine job requirements, expected human performance, priorities and needs;
- b) identified training needs for the implementation of ICAO provisions; and
- c) a competency-based training approach.

Training Services Agreement (TSA) Template



TRAINING SERVICES AGREEMENT

BETWEEN

THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

AND

TRAINING PARTNER (TP)

The Training Partner (TP), hereinafter referred to as "TP", represented by the Director General 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 are hereby entering into an agreement for technical support in aviation training, human resource development, and capacity-building pursuant to the ICAO Civil Aviation Training Policy. The training services to be provided by or through ICAO, will be as specified in this Training Services Agreement (hereinafter referred to as "this Agreement").

1.2 A detailed description of the Project(s) in relation to which specific training services are going to be provided will be set out in and designated as Training Project Document(s) (Training Prodoc(s)) to this Agreement.

1.3 Training services to be provided by or through ICAO under this Agreement in response to requests submitted by the TP shall be furnished under the direction of the Manager, Global Aviation Training Office of ICAO on behalf of the TP. Nevertheless, the TP shall retain overall responsibility for the implementation of the Project(s).

1.4 The training services shall be approved by ICAO and shall be specified in the Training Prodoc(s) to this Agreement. Such services shall be provided in accordance with ICAO's policies, practices, procedures and rules and subject to all necessary funds having been made available to ICAO.

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

1.6 ICAO and the TP shall maintain close consultations respecting all aspects of the provision of the training services contemplated under this Agreement.

1.7 Any change to the duration of the Agreement and/or the scope of the Project(s) shall require negotiations between the Parties.

1.8 ICAO shall, on behalf of the TP, contract for inputs required for the provision of the training services specified in the Training Prodoc(s) to this Agreement. The recruitment of personnel and the signature of contracts shall be subject to prior approval by the TP.

1.9 In the performance of the duties the personnel or contractors shall collaborate closely with officials of the TP and shall help to execute the Project(s) in conformity with such general guidelines as the TP may establish in consultation with ICAO. The latter shall furnish to the above-mentioned personnel or contractors whatever guidance ICAO deems necessary for the successful implementation of the services.

1.10 Unless agreed otherwise by the TP and ICAO in the Training Prodoc(s) to this Agreement, the TP shall be solely responsible, using funds other than those specified in the Training Prodoc(s), 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.

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

1.12 The obligations assumed by the Parties under this Agreement shall continue to exist after 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 TP.

1.13 Nothing in this TSA will constitute either Party acting as agent for the other for any purpose and nothing herein will be construed as granting either Party the right to make commitments of any kind for or on behalf of the other Party.

2. FINANCING PROVISIONS

2.1 The estimated total cost of the training services will be indicated in the Training Prodoc(s) to this Agreement. For management of the services, ICAO shall be paid Administrative Charges as indicated in the Training Prodoc(s). The total cost (Services and Administrative Charges) of the Project(s) may not exceed the amount reflected in the Training Prodoc(s) without the prior agreement of the TP.

2.2. Upon signature of the Training Prodoc(s), the TP shall deposit the amounts detailed in the Training Prodoc(s) to cover the estimated cost of the Services and Administrative Charges.

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:

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

Bank Code: 003
Transit Code: 05101
Swift Code: ROYCCAT2

For credit to: 400-416-4

Swift code: ROYCCAT2

2.4. ICAO shall not be obliged to begin or continue the provision of the training 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.

2.5. ICAO shall furnish the TP with unaudited financial statements concerning the training 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. After ICAO has concluded the provision of the services, it shall submit to the TP a final financial statement. In the event that the TP 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 TP 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 TP to that effect and additional funds, if required, shall be made available to ICAO before the continuation of the project.

2.7. Any balance of funds not disbursed and not committed at the conclusion of the services shall be returned to the TP on request, or be retained in the account for future use as defined by the TP.

3. DISPUTES RESOLUTION (SETTLEMENT OF DISPUTES)

3.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled, in the first instance, by direct negotiations between the Parties. If unsuccessful, such dispute, controversy or claim shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, as in force at the time of arbitration. The place of arbitration shall be Montréal, Province of Quebec,

Canada, conducted in the English language. Arbitration shall be conducted by one arbitrator. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

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.

4.2 The TP shall indemnify, defend, and hold harmless ICAO, its officers and staff from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against ICAO and resulting from, or arising in connection with the execution of the activities under this TSA, including but not limited to those related to premises liability, personal injury, breach of contract, or property damage. This obligation shall survive any discontinuation of this Agreement.

5. CONFIDENTIALITY

5.1 Each Party undertakes to observe and protect the confidentiality of documents, information and data of the other Party marked as confidential and acquired within the framework of this TSA or supplements, including annexes.

5.2 The Parties will continue to observe and protect confidentiality under this Section 5 notwithstanding the discontinuation of this TSA.

6. CORRESPONDENCE

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

ICAO:
Acting Chief
Global Aviation Training
International Civil Aviation Organization
999 Robert-Bourassa Boulevard
Montreal, Quebec
Canada H3C 5H7

TP

(Title)
(Full address)

6.2 The TP shall keep ICAO duly informed of all measures which it adopts for the fulfilment of this Agreement or which may affect this Agreement.

7. ENTRY INTO FORCE, AMMENDMENTS AND TERMINATION

7.1 This Agreement shall come into force on the date on which it has been signed by both Parties. It shall continue to be in force until terminated under paragraph 7.3 below. Upon coming into force, it shall supersede existing Agreements concluded between the Parties on the same subject matter.

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

7.3 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 notification.

7.4 The Parties will take into account all activities and arrangements which have been scheduled or are in progress at the time of notice of discontinuation, and will endeavour to allow such activities to be completed, or reach some other satisfactory termination, with the least possible disruption to each other and to the Programme participants.

Agreed on behalf of the International
Civil Aviation Organization:

Agreed on behalf of the TP:

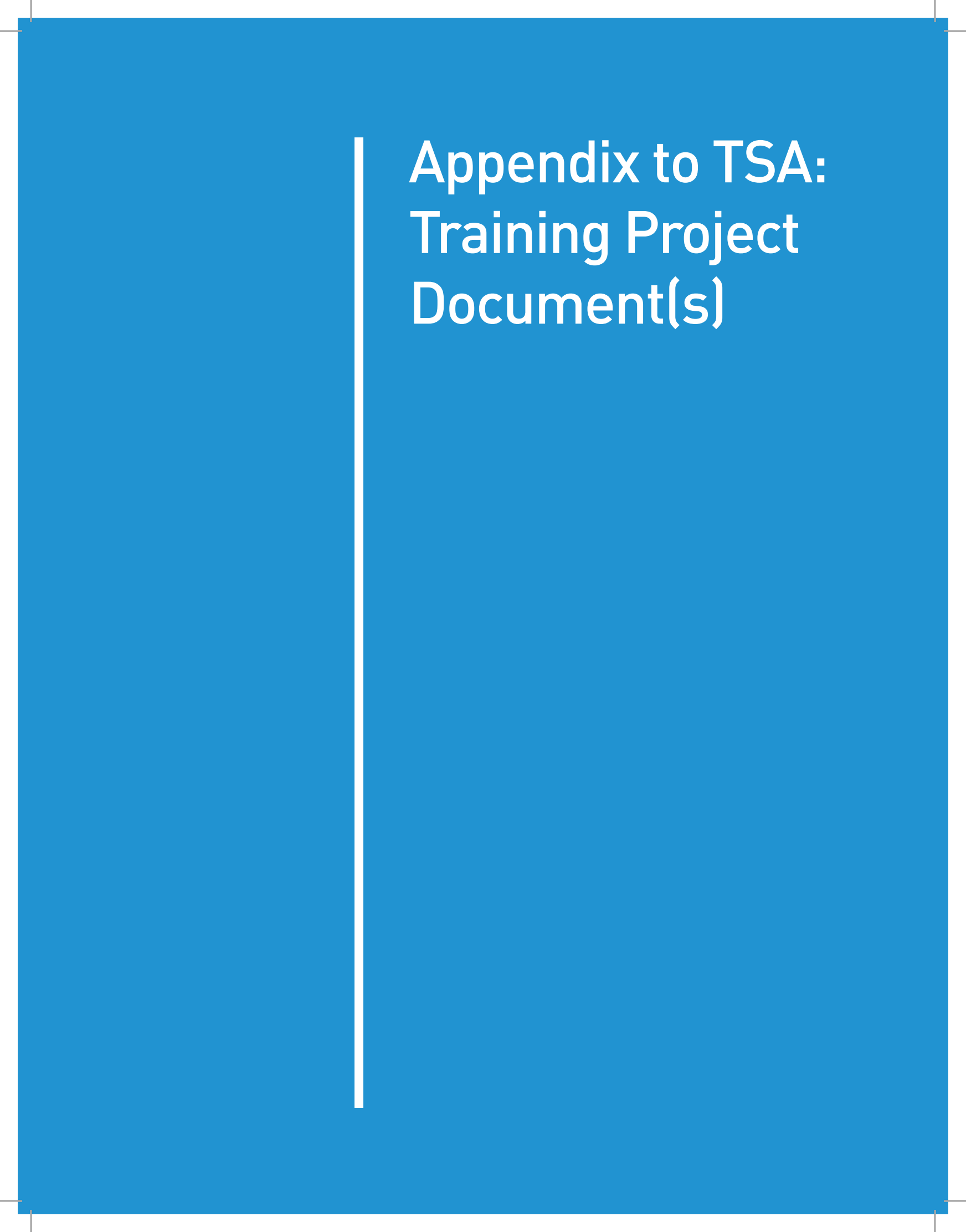
Signed
by:

Name: Fang Liu

Title: Secretary General

Date:

- END -



Appendix to TSA: Training Project Document(s)

Components of a Training Project Document(s)

The Training Project document is the appendix to the Training Services Agreement. Each service request is documented in a separate annex and it specifies the details and terms of service provided by ICAO. The Training Project Document includes, however is not limited to the following:

- Scope of Service
- Service Details
- Terms of delivering the Service (Terms and References)
- Responsibilities of the ICAO
- Responsibilities of the Training Partner
- Fee Mechanism

www.icao.int/training