



*International Civil Aviation Organization*

**Middle East Regional Monitoring Agency Board**

**Thirteenth Meeting (MIDRMA Board/13)**  
**(Bahrain, 9 – 12 March 2014)**

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**Agenda Item 3: Progress Report on the MIDRMA Project**

**UPDATE OF THE MIDRMA MEMORANDUM OF AGREEMENT**

*(Presented by the Secretariat)*

**SUMMARY**

This paper highlights the need for updating the MIDRMA Memorandum of Agreement (MOA) and proposes necessary amendments for review and approval by the MIDRMA Board.

Action by the meeting is at paragraph 3.

**REFERENCES**

- MIDANPIRG/14 Report
- MIDRMA MOA

**1. INTRODUCTION**

1.1 The Twelfth Air Navigation Conference (AN-Conf/12), Montreal, Canada, 19-30 November 2013; recognized that the formal responsibility for the regional performance framework management was in some cases shared between two PIRGs, leading to unnecessary complexity and considerable duplication of work.

1.2 Based on the above, the AN-Conf/12 agreed to Recommendation 6/11 “Regional performance framework – alignment of air navigation plans and regional supplementary procedures”, in order to simplify the procedures for regional performance framework management for PIRGs and also to support more efficient planning and implementation of the aviation system block upgrades (ASBUs).

1.3 In order to implement the AN-Conf/12, Recommendation 6/11, the ICAO MID Regional Office was tasked to develop and circulate corresponding Proposals for Amendments to the Air Navigation Plan (ANP) to transfer Libya and Sudan from the AFI ANP to the MID ANP.

**2. DISCUSSION**

2.1 The meeting my wish to note that Libya and Sudan have always been in the accreditation area of the MID Regional Office and accordingly, all civil aviation issues i.e. safety, aviation security, air transport and environment, etc., have been supported by this Office. It is to be highlighted that for air navigation, Libya and Sudan were under the applicability area of the AFI ANP, until the approval of the Proposal for Amendment (*Serial No: MID Basic ANP 13/04 and 13/05 – AOP/ATM/SAR*), by the President of the ICAO Council on 12 October 2013. Accordingly, Libya

and Sudan have been transferred from the AFI ANP to the MID ANP and became Members of MIDANPIRG.

2.2 Taking into consideration the area of responsibility of the Middle East Regional Monitoring Agency (MIDRMA), established by MIDANPIRG, to monitor the height keeping performance of aircraft operating in the MID RVSM airspace, the ICAO MID Regional Office sent State Letters AN 6/5.10.15A – 14/044 and Ref.: AN 6/5.10.15A – 14/045 dated 6 February 2014, to Libya and Sudan, respectively, inviting them to join the MIDRMA project.

2.3 It is to be highlighted that Sudan signed the MIDRMA Memorandum of Agreement (MOA) on 16 February 2014, as shown at **Appendix A** to this working paper, and appointed a Member and Alternate to the MIDRMA Board.

2.4 It is to be noted that the ICAO MID Regional Office and the MIDRMA are in close coordination with Libya in order to finalize the signature of the MOA and the appointment of the MIDRMA Board Member and Alternate.

2.5 The meeting may wish to recall that the MIDRMA Board membership does not include Qatar, since FIR Bahrain covers both Bahrain and Qatar.

2.6 The meeting may wish to recall that the MIDRMA is assigned with clear tasks related to RVSM safety assessment, in particular the height monitoring of all aircraft registered in the MID States and operating in the RVSM Airspace.

2.7 Based on the above and taking into account that in term of workload of the MIDRMA, the RVSM height monitoring activity (which is directly related to the volume of fleet) is considered one of the biggest tasks; it is proposed that Qatar be invited to join the MIDRMA (by signing the MOA) considering the important number of Qatari registered aircraft.

2.8 Based on all the foregoing, the meeting is invited to review the MIDRMA funding mechanism which was endorsed by MIDANPIRG/12 through Conclusion 12/12 as follows:

*CONCLUSION 12/12: MIDRMA FUNDING MECHANISM*

*That,*

- a) the activities of the MIDRMA be ensured through contributions from all MIDRMA Member States, which could be recovered in accordance with ICAO Policies on charges for Airports and Air Navigation Services (Doc 9082), in coordination with IATA;*
- b) the MIDRMA Member States pay their contributions on a yearly basis not later than 1 November of each year based on the invoices issued by ICAO;*
- c) ICAO ensure that the year of contribution is clearly indicated in the invoices related to the MIDRMA Project;*
- d) the annual amounts to be paid by the MIDRMA Member States are, as follows:*
  - i) Bahrain, Egypt, Iran, Oman and Saudi Arabia annual contribution is US\$ 30,000 each; and*

- ii) *Iraq, Jordan, Kuwait, Lebanon, Syria and Yemen annual contribution is US\$ 10,000 each;*
- e) *UAE is exempted from the payment of contributions to the MIDRMA for the first ten (10) years of operation (up-to end of 2015);*
- f) *the MIDRMA Member States comply with the payment instructions contained in the invoices sent by ICAO HQ (Project code, fund number, invoice number, Bank information, etc);*
- g) *the budget estimate for the MIDRMA operation for each year be prepared/approved by the MIDRMA Board before 31 May of previous year;*
- h) *in case a MIDRMA Member State does not pay the contribution to the MIDRMA Project in a timely manner, the MIDRMA Board might consider to take penalty measures against this State (exclusion from the MID RVSM Safety Monitoring Report, review of the Membership, etc);*
- i) *the MIDRMA Board Chairman, in compliance with the Custodian Agreement and based on the agreed funding mechanism and the estimation of the yearly operating budget of the MIDRMA, be delegated the authority to certify on behalf of the MIDRMA Member States the requests for advance payment from the MIDRMA account managed by ICAO HQ to the MIDRMA Bank account in Bahrain, as decided by the MIDRMA Board;*
- j) *the bills related to the MIDRMA expenses be certified by the MIDRMA Board Chairman and reviewed by the MIDRMA Board at each of its meetings;*
- k) *the MIDRMA funding mechanism be revised by the MIDRMA Board when necessary.*

2.9 The meeting may wish to note that the MIDRMA MOA has never been updated since 27 February 2006. In this regard, and taking into consideration the expansion of the MIDRMA Board membership and the developments related to the duties and responsibilities of the MIDRMA, an updated version of the MOA was developed for review and endorsement by the meeting as at **Appendix B** to this working paper. The following are the main changes:

- **Para 1.1:** the Parties to this MOA are: Bahrain, Egypt, Iran, **Iraq**, Jordan, Kuwait, Lebanon, **Libya**, Oman, **Qatar**, Saudi Arabia, **Sudan**, Syria, **UAE** and Yemen;
- **Para 5:** moving the scope and objective of the MIDRMA to an Appendix to the Agreement to facilitate the amendment process later on;
- **Para 6 to 8:** related to the initial set up of the MIDRMA; and
- **Para 10:** MIDRMA Staffing to be addressed by the MIDRMA Board.

**3. ACTION BY THE MEETING**

3.1 The meeting is invited to:

- a) review, update and endorse the revised MIDRMA Memorandum of Agreement (MOA) at **Appendix B**;
- b) review and amend, as appropriate, the MIDRMA funding mechanism; and
- c) urge States to sign the updated MOA.

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**Appendix A**

**MEMORANDUM OF AGREEMENT  
on the establishment, operation and management of the  
Middle East Regional Monitoring Agency (MID RMA)  
and its funding by the Participating States**

**1. PARTIES**

1.1 The Parties to this memorandum of agreement are: Bahrain, Egypt, Iran, Jordan, Kuwait, Lebanon, Oman, Saudi Arabia, Syria and Yemen.

**2. AGREEMENT**

- CONSIDERING the urgent need to institute a programme, on a regional basis, for monitoring the height-keeping performance of aircraft operating in RVSM airspace;
- CONSIDERING the Parties' earlier decision that the Middle East Regional Monitoring Agency (MID RMA) will be funded entirely by the participating States and that the budget estimate for the first year, be paid by the Parties on equal basis;

The Parties have agreed as follows:

1. The Parties to this memorandum of agreement, referred to hereunder as Participating States agree to establish the Middle East Regional Monitoring Agency (MID RMA) and undertake to become its members;
2. The MID RMA shall be managed as a Regional programme; shall have legal personality and shall act through the MID RMA Board;
3. The overall objective of the MID RMA is the promotion of safety of air navigation in the Middle East Region through the operation and management, on a sound and efficient basis, of a permanent MID Regional Monitoring Agency;
4. The MID RMA Board, in which each Participating State is entitled to appoint one member, shall retain overall direction and responsibility for the supervision and operation of the MID RMA in accordance with the relevant obligations of the Participating States under the Convention on International Civil Aviation and its Annexes. The Board shall elect its chairman. It shall inter-alia, supervise and direct the MID RMA, follow-up its activities and reports and assign its priorities. It shall also secure the commitment of Participating States for funding the MID RMA in accordance with agreed funding mechanism and for provision of necessary data for the MID RMA;
5. The MID RMA's scope, duties and responsibilities will be those agreed by the Board's first meeting and could be revised by the Board. The MID RMA will be assigned clear tasks in a step-by-step approach starting with RVSM height monitoring and RVSM post-implementation safety assessment, having in mind the end objectives, which will include RNP/RNAV and SMS. The MID RMA duties and responsibilities will include, but will not be limited to the following:
  - collecting and analysing RVSM data received from MID States as well as from Eurocontrol/FAA, IATA and airlines;
  - collecting data on aircraft approved by various States for operation within RVSM airspace in the MID Region and enter such data in the MID RMA database;
  - verification of the effectiveness of the approval process by States;
  - establishing a database for reporting height deviations of aircraft;

- verification that the target level of safety on implementation of RVSM is met and maintained;
  - monitoring the effectiveness of the altimetry system modifications to enable aircraft to meet the required height keeping performance criteria;
  - evaluation of the stability of altimetry system error;
  - undertake monitoring missions to States as required;
  - determine in the light of analysis made of data received and of missions conducted, whether compliance with required safety standards is maintained and initiate corrective action as needed in each case; and
  - submit a report to each Board meeting on MID RMA activities, its analysis of data and any identified departure from RVSM Safety limits, for its consideration and action as appropriate.
6. The Participating States have accepted Bahrain's offer to host the MID RMA in Bahrain to enable the early establishment and functioning of the MID RMA;
  7. Bahrain will provide the offices, equipment and local personnel needed for the MID RMA operations and pay for the initial set up of the MID RMA without waiting for MID States' contributions. The advance payment made by Bahrain shall be recovered through States' contributions in compliance with the agreed funding mechanism;
  8. Based on the agreed funding mechanism for the first year of operation of the MID RMA, the cost for the establishment of the MID RMA, its operation and management for the first year shall not exceed the estimated amount of US\$ 300,000, which shall be borne by the Participating States on equal basis;
  9. The funding mechanism and consequent contributions of Participating States may be modified in subsequent years by decision of the Board;
  10. The MID RMA staff shall be composed of:
    1. MID RMA Manager/Team Leader (Part Time)
    2. One Assistant MID RMA Officer (Full Time)
    3. Database Specialist (Part Time)
  11. The MID RMA Manager/Team Leader shall manage the project on day-to-day basis and effect coordination with the Chairman of the MID RMA Board. He shall submit the MID RMA reports to the Board with copies to the ICAO Regional Office in Cairo;
  12. Bahrain shall monitor the progress of the MID RMA, maintain financial accounting and provide general support and timely reporting;
  13. Participating States authorize the MID RMA Board Chairman to negotiate on behalf of the MID RMA an agreement with ICAO and Bahrain specifying ICAO's role as the custodian of the funds collected for the purpose of this agreement, in compliance with ICAO's Financial Regulations and Rules;
  14. This Memorandum of Agreement shall come into effect on the date it has been signed by the ten participating States;
  15. Any amendment to this Memorandum of Agreement, shall be carried out by the parties to this agreement;
  16. Any dispute arising out of or relating to this Memorandum of Agreement, shall be settled by direct consultation between the Participating States concerned;

17. Any Participating State may withdraw from this Memorandum of Agreement by giving a prior notice of **six (6) months** to other Participating States. The obligations assumed by the Participating States under this Memorandum of Agreement shall continue to exist after the withdrawal from this Memorandum of Agreement to the extent necessary to permit the orderly finalization of activities, the withdrawal of personnel, the distribution of funds and assets and the settlement of contractual obligations. Additional funds, if necessary, to cover the above mentioned expenditures shall be provided by the Participating States.
18. The hosting of the MID RMA by Bahrain may be terminated at the request of Bahrain, with two years advance written notification to the MID RMA Board to allow sufficient time for selection of an alternative location and necessary arrangements for transfer of the MID RMA.
19. All correspondence relating to the implementation of this Agreement, shall be addressed to:

**MID RMA**

Chairman of the MID RMA Board  
C/o Ministry of Transportation  
P.O. Box 586  
Bahrain International Airport  
Manama - Bahrain

With copy to the:

**ICAO Regional Director**

ICAO Middle East Regional Office  
Egyptian Civil Aviation Complex, Airport Road  
P.O Box 85, Airport Post office, Terminal One  
11776, Cairo, Egypt

State	Signature	Title	Date
Bahrain		AD. DEPT. AIR NAVIGATION	27/2/06
Egypt		ATS Safety Manager	28/2/2006
Iran		CAO, N. REZAEI	21.03.2006
Jordan		Director ATM	28/2/2006
Lebanon		CHIEF AIR NAV DEPT	27th Feb 2006
Kuwait		DG GCA Gov NEA	25/2/2006
Oman		ADGCAM	27th Feb 2006
Saudi Arabia		RUSM (MANAGER)	27.5.2006
Syria		Director General	21. March 2006
Yemen		Chairman of CAA	21.03.2006
UAE		DG. UAE GCAA	20/10/2008
IRAQ		DG Iraq CAA	11/1/2010
SUDAN		DG SUDAN	16/2/2014



**MEMORANDUM OF AGREEMENT**  
**on the establishment, operation and management of the**  
**Middle East Regional Monitoring Agency (MID RMA)**  
**and its funding by the Participating States**

**1. PARTIES**

1.1 The Parties to this memorandum of agreement are: Bahrain, Egypt, Iran, [Iraq](#), Jordan, Kuwait, Lebanon, [Libya](#), Oman, [Qatar](#), Saudi Arabia, [Sudan](#), Syria, [United Arab Emirates](#) and Yemen.

**2. AGREEMENT**

- CONSIDERING the [urgent](#) need to institute a programme, on a regional basis, for monitoring the height-keeping performance of aircraft operating in RVSM airspace;
- CONSIDERING the Parties' earlier decision that the Middle East Regional Monitoring Agency (MID-RMA) will be funded entirely by the participating States ~~and that the budget estimate for the first year, be paid by the Parties on equal basis;~~

The Parties have agreed as follows:

1. The Parties to this memorandum of agreement, referred to hereunder as Participating States agree to establish the Middle East Regional Monitoring Agency (MID-RMA) and undertake to become its members;
2. The MID-RMA shall be managed as a Regional programme; shall have legal personality and shall act through the MID-RMA Board; [in accordance with the agreed Terms of Reference at Attachment A;](#)
3. The overall objective of the MID-RMA is the promotion of safety of air navigation in the Middle East Region through the operation and management, on a sound and efficient basis, of a permanent MID Regional Monitoring Agency;
4. The MID-RMA Board, in which each Participating State is entitled to appoint one member, shall retain overall direction and responsibility for the supervision and operation of the MID RMA in accordance with the relevant obligations of the Participating States under the Convention on International Civil Aviation and its Annexes. The Board shall elect its chair ~~personman~~. It shall inter-alia, supervise and direct the MID RMA, follow-up its activities and reports and assign its priorities. It shall also secure the commitment of Participating States for funding the MID RMA in accordance with agreed funding mechanism and for provision of necessary data for the MID RMA;
- ~~5. The MID-RMA's scope, duties and responsibilities, which are at [Attachment B](#) to this Agreement, could be revised by the Board as deemed necessary; will be those agreed by the Board's first meeting and could be revised by the Board. The MID-RMA will be assigned clear tasks in a step-by-step approach starting with RVSM height monitoring and RVSM post-implementation safety assessment, having in mind the end objectives, which will include RNP/RNAV and SMS. The MID-RMA duties and responsibilities will include, but will not be limited to the following:~~

~~— collecting and analysing RVSM data received from MID States as well as from Eurocontrol/FAA, IATA and airlines;~~

~~— collecting data on aircraft approved by various States for operation within RVSM airspace in the MID Region and enter such data in the MID RMA database;~~

~~— verification of the effectiveness of the approval process by States;~~

- ~~\_\_\_\_\_ establishing a database for reporting height deviations of aircraft;~~
- ~~\_\_\_\_\_ verification that the target level of safety on implementation of RVSM is met and maintained;~~
- ~~\_\_\_\_\_ monitoring the effectiveness of the altimetry system modifications to enable aircraft to meet the required height keeping performance criteria;~~
- ~~\_\_\_\_\_ evaluation of the stability of altimetry system error;~~
- ~~\_\_\_\_\_ undertake monitoring missions to States as required;~~
- ~~\_\_\_\_\_ determine in the light of analysis made of data received and of missions conducted, whether compliance with required safety standards is maintained and initiate corrective action as needed in each case; and~~
- 5. submit a report to each Board meeting on MID-RMA activities, its analysis of data and any identified departure from RVSM Safety limits, for its consideration and action as appropriate.
- 6. The Participating States have accepted Bahrain's offer to host the MID-RMA in Bahrain ~~to~~ which enabled the early establishment and functioning of the MID-RMA;
- 7. Bahrain ~~will~~ ensures its continuous support to the MIDRMA through the provisions~~de~~ of the offices, equipment and local personnel needed for the MID-RMA operations ~~and pay for the initial set up of the MID-RMA without waiting for MID States' contributions. The advance payment made by Bahrain shall be recovered through States' contributions in compliance with the agreed funding mechanism;~~
- 8. Based on the agreed funding mechanism and to ensure the sustainability of the project, ~~for~~ for the Member States committed to the agreed annual contributions in a time manner; ~~the first year of operation of the MID-RMA, the cost for the establishment of the MID-RMA, its operation and management for the first year shall not exceed the estimated amount of US\$ 300,000, which shall be borne by the Participating States on equal basis;~~
- 9. The funding mechanism and consequential contributions of Participating States may be modified ~~in subsequent years~~ by decision of the Board;
- 10. The MID RMA staff shall be ~~composed~~ decided by the Board; of:
  - 1. ~~\_\_\_\_\_ MID-RMA Manager/Team Leader \_\_\_\_\_ (Part Time)~~
  - 2. ~~\_\_\_\_\_ One Assistant MID-RMA Officer \_\_\_\_\_ (Full Time)~~
  - 3. ~~\_\_\_\_\_ Database Specialist \_\_\_\_\_ (Part Time)~~
- 11. ~~The MID-RMA Manager/Team Leader shall manage the project on day-to-day basis and effect coordination with the Chairman of the MID-RMA Board. He shall submit the MID-RMA reports to the Board with copies to the ICAO Regional Office in Cairo;~~
- 11. Bahrain shall monitor the progress of the MID-RMA, **maintain financial accounting** and provide general support and timely reporting;
- 12. Participating States authorize the MID-RMA Board ~~Chairman~~ Chairperson to ~~negotiate~~ sign on ~~their~~ behalf ~~of the MID-RMA an~~ the agreement with ICAO and Bahrain specifying ICAO's role as the custodian of the funds collected for the purpose of this agreement, in compliance with ICAO's Financial Regulations and Rules; ~~and any further amendment to this agreement;~~
- 13. Any amendment to this Memorandum of Agreement, shall be carried out by the parties to this agreement;
- 14. This Memorandum of Agreement shall come into effect on the date it has been signed by ~~all the the ten~~ participating States;
- 15. ~~Any amendment to this Memorandum of Agreement, shall be carried out by the parties to this agreement;~~

- ~~46-15.~~ Any dispute arising out of or relating to this Memorandum of Agreement, shall be settled by direct consultation between the Participating States concerned;
- ~~47-16.~~ Any Participating State may withdraw from this Memorandum of Agreement by giving a prior notice of **six (6) months** to other Participating States. The obligations assumed by the Participating States under this Memorandum of Agreement shall continue to exist after the withdrawal from this Memorandum of Agreement to the extent necessary to permit the orderly finalization of activities, the withdrawal of personnel, the distribution of funds and assets and the settlement of contractual obligations. Additional funds, if necessary, to cover the above mentioned expenditures shall be provided by the Participating States.
- ~~48-17.~~ The hosting of the MID RMA by Bahrain may be terminated at the request of Bahrain, with two years advance written notification to the MID RMA Board to allow sufficient time for selection of an alternative location and necessary arrangements for transfer of the MID RMA.
- ~~49-18.~~ All correspondence relating to the implementation of this Agreement, shall be addressed to:

**MID RMA**

Chairman of the MID RMA Board  
C/o Ministry of Transportation  
P.O. Box 586  
Bahrain International Airport  
Manama - Bahrain

With copy to the:

**ICAO Regional Director**

ICAO Middle East Regional Office  
Egyptian Civil Aviation Complex, Airport Road  
P.O Box 85, Airport Post office, Terminal One  
11776, Cairo, Egypt

Agreed on behalf of MID RMA States

State	Signature	Title	Date
Bahrain			
Egypt			
Iran			
Iraq			
Jordan			
Lebanon			
Libya			
Kuwait			
Oman			
Qatar			
Saudi Arabia			
Sudan			
Syria			
Unite Arab Emirates			
Yemen			

**MIDDLE EAST REGIONAL MONITORING AGENCY (MIDRMA) BOARD**  
**TERMS OF REFERENCE**

**The Terms of Reference of the MIDRMA Board are as follows:**

1. The Board is responsible for overall supervision, direction, and management of the MIDRMA project.
2. The Board shall elect a Chairperson.
3. The elected Chairperson acts as the contact point/coordinator on behalf of the MIDRMA Board members to oversee the MIDRMA project in coordination with ICAO.
4. The Board shall review and update the MIDRMA work plan on a yearly basis and/or whenever required.
5. The Board shall meet at least once a year or when deemed necessary to review/update, consider, and approve:
  - i. the MIDRMA safety reports;
  - ii. matters related to funding mechanism, costs, accounting, etc; and
  - iii. the duties, responsibilities and scope of the MIDRMA.
6. The MIDRMA Board meetings should be hosted by Participating States on rotation basis.
7. The Board reports its activity to MIDANPIRG through the ATM Sub Group.

**Composition:**

The MIDRMA Board shall consist of focal points nominated by each Participating MID Region State as signatories on their behalf with ICAO Technical Cooperation Bureau (TCB) in relation with the MIDRMA project.

The MIDRMA Board meetings will be attended by:

- The Board members.
- ICAO Regional Office, as permanent observer.
- Other Organizations (EUROCONTROL, IATA, etc) as observes on ad-hoc basis and as required.

**The MIDRMA's scope, duties and responsibilities**

The MIDRMA has been assigned clear tasks in a step-by-step approach starting with RVSM height monitoring and RVSM post-implementation safety assessment. The MIDRMA duties and responsibilities include, but will not be limited to the following:

- collecting and analyzing RVSM data received from MID States as well as from Eurocontrol/FAA, IATA and airlines;
- collecting data on aircraft approved by various States for operation within RVSM airspace in the MID Region and enter such data in the MID RMA database;
- verification of the effectiveness of the approval process by States;
- establishing a database for reporting height deviations of aircraft;
- verification that the Safety Objectives as set out by MIDANPIRG related to RVSM continue to be met and develop the MID RVSM Safety Monitoring Reports (SMR);
- monitoring the effectiveness of the altimetry system modifications to enable aircraft to meet the required height keeping performance criteria;
- evaluation of the stability of altimetry system error;
- undertake monitoring missions to States as required;
- determine in the light of analysis made of data received and of missions conducted, whether compliance with required safety standards is maintained and initiate corrective action as needed in each case;
- submit a report to each Board meeting on MIDRMA activities, its analysis of data and any identified departure from RVSM Safety limits, for its consideration and action as appropriate; and
- report the outcome of its activities to the ATM Sub-group and MIDANPIRG.