



INTERNATIONAL CIVIL AVIATION ORGANIZATION

Annex 1 to the Management Service Agreement (MSA) between the International Civil Aviation Organization (ICAO) and each Project Member State

PROJECT DOCUMENT (Confidential)

RLA09801: RLA09801 – REV. D

Project Title: Multi-Regional Civil Aviation Assistance Programme (MCAAP)

Executing Agency: ICAO

Implementing Agency: ICAO

Expected Start Date: August 2020

Estimated Duration: Until December 2024

Participant States RLA09801 Project Member States are: Bahamas, Barbados, Canada, Cuba, Curaçao, Dominican Republic, Haiti, Jamaica, Mexico, Trinidad and Tobago, United States, Central American States (Belize, Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua) represented by COCESNA as one member; and Eastern Caribbean States (Antigua and Barbuda, Dominica, Grenada, Saint Kitts and Nevis, Saint Lucia and Saint Vincent and the Grenadines) represented by ECCAA as one member.

Project Cost: [PROJECT COST]

Project Outline: To assist Project member States/Territories in the NAM/CAR Regions in the effective implementation of ICAO standards and recommended practices (SARPs) for improving the safety, efficiency and capacity of the regional civil aviation system, in harmonization with the Global Air Navigation Plan (GANP), Global Aviation Safety Plan (GASP), CAR/SAM Regional Air Navigation Plan, and in support of the ICAO No Country Left Behind (NCLB) initiative, as well as other ICAO initiatives related to the scope of the Project that may arise in the future.

Signed on behalf of	Signature	Name and Title	Date
International Civil Aviation Organization (ICAO)		Fang Liu Secretary General	20 May 2020

[ENTITY]

[NAME AND TITLE]

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Approved on behalf of:	Name	Position	Signature	Date
Bahamas	_____	_____	_____	_____
Barbados	_____	_____	_____	_____
Canada	_____	_____	_____	_____
Cuba	_____	_____	_____	_____
Curacao	_____	_____	_____	_____
Dominican Republic	_____	_____	_____	_____
Haiti	_____	_____	_____	_____
Jamaica	_____	_____	_____	_____
México	_____	_____	_____	_____
Trinidad and Tobago	_____	_____	_____	_____
United States— Providing In- Kind Support	_____	_____	_____	_____
COCESNA — Representing the following Central American States	_____	_____	_____	_____
<i>Belize</i>	_____	_____	_____	_____
<i>Costa Rica</i>	_____	_____	_____	_____

**Approved on
behalf of:**

Name

Position

Signature

Date

El Salvador

Guatemala

Honduras

Nicaragua

ECCAA –
*Representing
the following
OECS States*

*Antigua and
Barbuda*

Dominica

Grenada

*Saint Kitts and
Nevis*

Saint Lucia

*Saint Vincent and
the Grenadines*

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APPENDIX A – MCAAP PROCEDURAL HANDBOOK.....ERROR! BOOKMARK NOT DEFINED.

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1. PROJECT CONTEXT

1.1. Background

1.1.1 In order to continue the support to member States/Territories in the NAM/CAR Regions with the effective implementation of ICAO standards and recommended practices (SARPs) for improving the safety, efficiency and capacity of the regional civil aviation system, in harmonization with the Global Air Navigation Plan (GANP), Global Aviation Safety Plan (GASP), CAR/SAM Regional Air Navigation Plan, and in support of the ICAO No Country Left Behind (NCLB) initiative, as well as other ICAO initiatives related to the scope of the Project that may arise in the future, the Eighth Meeting of the Project Steering Committee (RLA09801 PSC/8) adopted Decision RLA09801 PSC/8/2 - Approval of the Extension of the Project:

DECISION

RLA09801 PSC/8/2

APPROVAL OF THE EXTENSION OF THE PROJECT

That, in order to allow member continuing to benefit from the Project outputs, the PSC agreed:

- a) *on extending the Project beyond 2020; and*
- b) *to instruct the PEC to prepare, in coordination with the TCB, the Revision D of the PRODOC, in order to submit it for the signature of Project Members by 31 July 2020.*

1.1.2 Membership

- 1) The ICAO Caribbean (CAR) Region is the area embracing Mexico, Central America, and the Caribbean region, including Member States and dependent territories; the ICAO North America (NAM) Region is the area embracing Canada and United States, as follows:
- 2) CAR States: Antigua and Barbuda, Bahamas, Barbados, Belize, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten and Trinidad and Tobago.
- 3) NAM States: Canada and United States.
- 4) Territories: Aruba, Anguilla, British Virgin Islands, Cayman Islands, Montserrat, Turks and Caicos Islands (United Kingdom); Puerto Rico and Virgin Islands (United States).
- 5) RLA09801 Project Member States are: Bahamas, Barbados, Canada, Cuba, Curacao, Dominica, Dominican Republic, Haiti, Jamaica, Mexico, Trinidad and Tobago, United States, Central American States (Belize, Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua) represented by COCESNA as one member; and Eastern Caribbean States (Antigua and Barbuda, Dominica, Grenada, Saint Kitts and Nevis, Saint Lucia and Saint Vincent and the Grenadines) represented by ECCAA as one member.

1.1.3 The Phase III RLA09801-D was agreed during the Eighth Meeting of the RLA09801 Multi-Regional Civil Aviation Assistance Programme (MCAAP) Project Steering Committee (RLA09801 PSC/8) held in Port of Spain, Trinidad and Tobago on July 2019.

1.2. Project Scope

1.2.1 The work will be carried out to provide States with assistance required under the following focus areas:

- ***Focus Area 1.*** *Improve Regional Safety*
- ***Focus Area 2.*** *Improve Regional Capacity and Efficiency*
- ***Focus Area 3.*** *Ensure Regional Sustainability*

1.2.2 Project RLA09801's scope will not include activities related to ICAO Annexes 9 (Facilitation) and 17 (Security).

1.2.3 At the end of Phase III, it is expected that the Project assists member States to improve their safety level, their capacity and efficiency and the sustainability of their Aviation Systems.

1.3. Implementation Strategy

1.3.1 The implementation strategy may use activities such as the following:

- a. fellowships to ICAO sponsored events;
- b. hiring of Subject Matter Experts (SME);
- c. procurement of equipment;
- d. training; and
- e. missions.

1.4. Further Assistance

1.4.1 A change in the assistance as reflected in this document may be required during or after the completion of the project activities or in addition to the currently defined scope. If such needs are identified, a revision of the current project scope or the development of new, dedicated projects is possible.

1.5. Strategic Objectives

1.5.1 This project relates to the following Strategic Objectives of ICAO:

Safety

1.5.2 Enhance global aviation safety. This Strategic Objective is focused primarily on the means and targets by which ICAO, States and aviation stakeholders can anticipate and efficiently manage air traffic growth while proactively maintaining or increasing safety. The Global Aviation Safety Plan (GASP) outlines the key activities over the next 15 years through the establishment of core, and then more advanced aviation safety systems. Project RLA09801 will assist in near-term implementation of an effective safety oversight system, with an eye towards full implementation of the ICAO SSP framework.

Air Navigation Capacity and Efficiency

1.5.3 Increase the capacity and improve the efficiency of the global civil aviation system. Although functionally and organizationally interdependent with Safety, this Strategic Objective is focused primarily on upgrading the air navigation and aerodrome infrastructure and developing new procedures to optimize aviation system performance. The Global Air Navigation Capacity and Efficiency Plan (Global Plan) outlines the key activities for 2020 to 2040 and beyond.

Economic Development of Air Transport

1.5.4 Foster the development of a sound and economically viable civil aviation system. This Strategic Objective reflects the need for ICAO’s leadership in harmonizing the air transport framework focused on economic policies and supporting activities.

Environmental Protection

1.5.5 Minimize the adverse environmental effects of civil aviation activities. This Strategic Objective fosters ICAO’s leadership in all aviation related environmental activities and is consistent with the ICAO and UN system environmental protection and practices.

2. PROJECT FOCUS AREAS, DELIVERABLES, AND ACTIVITIES

Focus Area 1	Improve Regional Safety
Identified Risks	<ul style="list-style-type: none"> - Delay in <i>payment of contributions by Project members.</i> - Delay in recruitment and deployment of experts. - <i>Lack of National Focal point and counterparts.</i> - <i>Difficulty in procurement process.</i>

Focus Area 1	Improve Regional Safety	
Performance Indicators	<ul style="list-style-type: none"> - Timely execution of deliverables in accordance with the approved Annual Work Plan - Deliverables aligned with required Global and Regional Safety Plans - Activities aligned with safety enhancement initiatives developed by groups such as the Regional Aviation Safety Group–Pan America (RASG-PA) 	
Deliverable 1.1	Fellowships to implementation events	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
1.1.1	Selection of activities that can offer fellowships	ICAO
1.1.2	Approval of activities that offer fellowships recommended by the PEC	PSC
1.1.3	Approve number of fellowships offered by the Project	PSC
1.1.4	Processing of Fellowship Requests	ICAO
1.1.5	Fellowship allocation	ICAO
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
1.2.1	Identification and ranking of the shortlist of ICAO expert(s).	ICAO
1.2.2	Selection of ICAO expert(s) to be deployed.	ICAO
1.2.3	Administrative support for the deployment of the ICAO expert(s).	ICAO
Deliverable 1.3	Technical Assistance Mission (TEAM)	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
1.3.1	Delimitation of the scope of the assistance	ICAO
1.3.2	Selection of expert(s)	ICAO
1.3.3	Administrative support for the deployment of the expert(s).	ICAO
Deliverable 1.4	Delivery of the equipment and/or services by the selected supplier(s) with support from ICAO's procurement services	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
1.4.1	Approval of request for procurement of equipment and/or services	PEC
1.4.2	Assist in defining the equipment and/or services needs and the maintenance requirements.	ICAO, Project Members involved
1.4.3	Development and submission of technical specifications/SOW (Statement of works).	ICAO
1.4.4	Development and submission of the evaluation criteria.	ICAO

Focus Area 1	Improve Regional Safety	
1.4.5	Approval of the technical specifications and evaluation criteria.	Project Members involved
1.4.6	Coordination of a bidders' meeting.	ICAO
1.4.7	Launch an international tender in accordance with ICAO Procurement Code, policies and practices.	ICAO
1.4.8	Evaluation of proposals using established and published evaluation criteria.	ICAO, Project Members involved
1.4.9	Preparation and submission of evaluation report.	ICAO
1.4.10	Agree and approve the evaluation report.	Project Members involved
1.4.11	Negotiation of contract with selected supplier(s).	ICAO, Project Members involved
1.4.12	Deposit of the total value of the contract	Project Members involved
1.4.13	Award and signature of contract with the selected supplier(s).	ICAO, Project Members involved
1.4.14	Implementation of project in accordance with applicable terms and conditions.	Selected supplier(s)
1.4.15	Provide assistance on the System Design Document (SDD), Factory Acceptance Test (FAT), provisional Site Acceptance Test (PSAT) and Site Acceptance Test (SAT) including the revision of the applicable protocols.	ICAO
1.4.16	Agreement on the final SDD, FAT, PSAT and SAT including the revision of the applicable protocols.	ICAO, Project Members involved
1.4.17	Monitoring and oversight of contractual terms and conditions, including SDD, FAT, PSAT and SAT.	ICAO
1.4.18	Provide advice during the after sale and warranty period.	ICAO

Focus Area 2	Improve Regional Capacity and Efficiency	
Identified Risks	<ul style="list-style-type: none"> - Delay in <i>payment of contributions by Project members.</i> - Delay in recruitment and deployment of experts. - <i>Lack of National Focal point and counterparts.</i> - <i>Difficulty in procurement process.</i> 	
Performance Indicators	<ul style="list-style-type: none"> - <i>Timely execution of deliverables in accordance to approved Annual Work Plan</i> - <i>Deliverables aligned with required Global and Regional Air Navigation Plans</i> - <i>Activities aligned with air navigation enhancement initiatives developed by groups such as the CAR/SAM Planning and Implementation Regional Group (GREPECAS)</i> 	
Deliverable 2.1	Fellowships to implementation events	

Focus Area 2	Improve Regional Capacity and Efficiency	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
2.1.1	Selection of activities that can offer fellowships	ICAO
2.1.2	Approval of activities that offer fellowships recommended by the PEC	PSC
2.1.3	Approve number of fellowships offered by the Project	PSC
2.1.4	Processing of Fellowship Requests	ICAO
2.1.5	Fellowship allocation	ICAO
Deliverable 2.2	Hiring of Subject Matter Experts (SME) for specific tasks	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
2.2.1	Identification and ranking of the shortlist of ICAO expert(s).	ICAO
2.2.2	Selection of ICAO expert(s) to be deployed.	ICAO
2.2.3	Administrative support for the deployment of the ICAO expert(s).	ICAO
Deliverable 2.3	Technical Assistance Mission (TEAM)	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
2.3.1	Delimitation of the scope of the assistance	ICAO
2.3.2	Selection of expert(s)	ICAO
2.3.3	Administrative support for the deployment of the expert(s).	ICAO
Deliverable 2.4	Delivery of the equipment and/or services by the selected supplier(s) with support from ICAO's procurement services	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
2.4.1	Approval of request for procurement of equipment and/or services	PEC
2.4.2	Assist in defining the equipment and/or services needs and the maintenance requirements.	ICAO, Project Members involved
2.4.3	Development and submission of technical specifications/SOW (Statement of works).	ICAO
2.4.4	Development and submission of the evaluation criteria.	ICAO
2.4.5	Approval of the technical specifications and evaluation criteria.	Project Members involved
2.4.6	Coordination of a bidders' meeting.	ICAO
2.4.7	Launch an international tender in accordance with ICAO Procurement Code, policies and practices.	ICAO

Focus Area 2	Improve Regional Capacity and Efficiency	
2.4.8	Evaluation of proposals using established and published evaluation criteria.	ICAO, Project Members involved
2.4.9	Preparation and submission of evaluation report.	ICAO
2.4.10	Agree and approve the evaluation report.	Project Members involved
2.4.11	Negotiation of contract with selected supplier(s).	ICAO, Project Members involved
2.4.12	Deposit of the total value of the contract	Project Members involved
2.4.13	Award and signature of contract with the selected supplier(s).	ICAO, Project Members involved
2.4.14	Implementation of project in accordance with applicable terms and conditions.	Selected supplier(s)
2.4.15	Provide assistance on the System Design Document (SDD), Factory Acceptance Test (FAT), provisional Site Acceptance Test (PSAT) and Site Acceptance Test (SAT) including the revision of the applicable protocols.	ICAO
2.4.16	Agreement on the final SDD, FAT, PSAT and SAT including the revision of the applicable protocols.	ICAO, Project Members involved
2.4.17	Monitoring and oversight of contractual terms and conditions, including SDD, FAT, PSAT and SAT.	ICAO
2.4.18	Provide advice during the after sale and warranty period.	ICAO

Focus Area 3	Ensure Regional Sustainability	
Identified Risks	<ul style="list-style-type: none"> - Delay in <i>payment of contributions by Project members.</i> - Delay in recruitment and deployment of experts. - <i>Lack of National Focal point and counterparts.</i> - <i>Difficulty in procurement process.</i> 	
Performance Indicators	<ul style="list-style-type: none"> - <i>Timely execution of deliverables in accordance to approved Annual Work Plan</i> - <i>Deliverables and activities aligned with UN Sustainable Development Goals, as applicable</i> 	
Deliverable 3.1	Fellowships to implementation events	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
3.1.1	Selection of activities that can offer fellowships	ICAO
3.1.2	Approval of activities that offer fellowships recommended by the PEC	PSC
3.1.3	Approve number of fellowships offered by the Project	PSC
3.1.4	Processing of Fellowship Requests	ICAO

Focus Area 3	Ensure Regional Sustainability	
3.1.5	Fellowship allocation	ICAO
Deliverable 3.2	Hiring of Subject Matter Experts (SME) for specific tasks	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
3.2.1	Identification and ranking of the shortlist of ICAO expert(s).	ICAO
3.2.2	Selection of ICAO expert(s) to be deployed.	ICAO
3.2.3	Administrative support for the deployment of the ICAO expert(s).	ICAO
Deliverable 3.3	Technical Assistance Mission (TEAM)	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
3.3.1	Delimitation of the scope of the assistance	ICAO
3.3.2	Selection of expert(s)	ICAO
3.3.3	Administrative support for the deployment of the expert(s).	ICAO
Deliverable 3.4	Delivery of the equipment and/or services by the selected supplier(s) with support from ICAO's procurement services	
<i>Activity #</i>	<i>Activity description</i>	<i>Responsible</i>
3.4.1	Approval of request for procurement of equipment and/or services	PEC
3.4.2	Assist in defining the equipment and/or services needs and the maintenance requirements.	ICAO, Project Members involved
3.4.3	Development and submission of technical specifications/SOW (Statement of works).	ICAO
3.4.4	Development and submission of the evaluation criteria.	ICAO
3.4.5	Approval of the technical specifications and evaluation criteria.	Project Members involved
3.4.6	Coordination of a bidders' meeting.	ICAO
3.4.7	Launch an international tender in accordance with ICAO Procurement Code, policies and practices.	ICAO
3.4.8	Evaluation of proposals using established and published evaluation criteria.	ICAO, Project Members involved
3.4.9	Preparation and submission of evaluation report.	ICAO
3.4.10	Agree and approve the evaluation report.	Project Members involved
3.4.11	Negotiation of contract with selected supplier(s).	ICAO, Project Members involved

Focus Area 3	Ensure Regional Sustainability	
3.4.12	Deposit of the total value of the contract	Project Members involved
3.4.13	Award and signature of contract with the selected supplier(s).	ICAO, Project Members involved
3.4.14	Implementation of project in accordance with applicable terms and conditions.	Selected supplier(s)
3.4.15	Provide assistance on the System Design Document (SDD), Factory Acceptance Test (FAT), provisional Site Acceptance Test (PSAT) and Site Acceptance Test (SAT) including the revision of the applicable protocols.	ICAO
3.4.16	Agreement on the final SDD, FAT, PSAT and SAT including the revision of the applicable protocols.	ICAO, Project Members involved
3.4.17	Monitoring and oversight of contractual terms and conditions, including SDD, FAT, PSAT and SAT.	ICAO
3.4.18	Provide advice during the after sale and warranty period.	ICAO

3. INPUTS

3.1.1 Inputs to be covered by participant States/international organizations

3.1.2 Participating States and organizations shall:

- a) Provide National Focal Points for the duration of the project, as the main counterpart to ICAO to facilitate the implementation of the project in accordance with ICAO rules, regulations, procedures and instructions;
- b) Provide National counterpart personnel corresponding to the specialties of project consultants and/or SMEs, as required;
- c) Provide Administrative support personnel for project missions, as required;
- d) Continue paying the normal salary of their personnel that is selected by ICAO to carry out project activities, throughout the agreed assignment period; and
- e) Provide office facilities, equipment, supplies, as well as local transportation and international communications *via* telephone or other electronic media to the project consultants deputed by their States.

3.1.3 Project inputs

3.1.3.1 *Assignment of professional staff:* International consultants and ICAO Regional Officers will be provided to carry out the activities foreseen in those specialties in which the participating States and organizations do not have professionals available and in cases when required by the Regional Office.

3.1.3.2 *Administrative support:* The necessary administrative personnel will be provided to support the development of project activities.

3.1.3.3 *Travel costs:* Funds are provided, as necessary, to cover the cost of project coordination, monitoring, or review missions. Funds are provided to finance the missions and per diems of the professionals of the participating States and organizations that are selected by ICAO to carry out project activities.

3.1.3.4 *Training grants:* Subject to approval of the Project Steering Committee, fellowships for trainees will be granted to certain project activities sponsored by States. Each Project member, in deciding which programme(s) to participate in, has the flexibility to assign more than one fellowship to selected events, based on the individual priorities of each Member State, without reducing the number of approved project activities or increasing the budget.

3.1.3.5 *Costs related to the procurement of equipment and/or services:* The cost of equipment and/or services, as a default, will be funded by extraordinary funds provided by the Project Members involved in addition to their annual contribution. Nevertheless, funds may be provided by the project for the purchase of equipment and supplies whenever necessary to carry out approved project activities.

3.1.3.6 *Other expenses:* Budget provisions may be used to cover various project expenses, such as the drafting of reports, plans and manuals, translation of documents, and administrative expenses. The full cost of implementing project activities, including translation and/or interpretation services will be subjected to approval on a case by case basis, during the assessment of the activity proposal.

4. PROJECT SCHEDULE

4.1. The processes related to the establishment of the schedule of the project are described and will be developed in accordance with the Project Procedural Handbook (**Appendix A**).

5. PROJECT BUDGET

5.1. The Project Budget is presented in **Appendix B**. Any change to the budget total amount will need to be approved through a formal budget revision.

5.2. The ICAO administrative overhead rate for this project is 10%, with the exception of all procurement related activities.

5.3. Procurement services

5.3.1 Charges for procurement services will be based on the known or estimated delivered value of each individual purchase order/contract as follows:

Range USD	%
< \$10,000	13.0%
\$10,000 – \$100,000	8.0%
\$100,001 – \$1,000,000	6.0%
\$1,000,001 – \$5,000,000	4.9%
> \$5,000,000	Negotiable

5.3.2 Charges for technical services in connection with any given procurement including the provision of services such as:

- preparation of detailed technical specifications;
- preparation of technical tender documentation;
- technical evaluation of tenders;
- technical contract negotiations;
- drafting of technical component of purchase order/contract document;
- review of system design document;
- site and equipment inspections;
- acceptance and commissioning activities, etc.,

will be charged at cost + 10% and estimated separately in advance of the procurement action to the extent possible.

6. PROJECT RISK MANAGEMENT PLAN

6.1. A risk management plan will be developed by the Project Coordinator. A preliminary risk table, including recommended risk responses, is presented in **Appendix C**.

7. PROJECT MONITORING, REVIEW AND REPORTING

7.1. Monitoring activities

7.1.1 The overall implementation of the project is monitored through regular reporting and project review meetings as appropriate.

7.1.2 ICAO NACC will execute and monitor the project in accordance with the Project Procedural Handbook.

7.1.3 ICAO will maintain the financial accounting and budgetary control of the project and will provide financial reports to the Project Steering Committee.

7.1.4 ICAO may carry out monitoring missions, as necessary, on site to monitor the progress of the project, following the approved work plan or as required.

7.2. Reporting

7.2.1 Reports will be submitted to the appropriate stakeholders in accordance with the approved work plan.

7.2.2 The Project Coordinator will submit the following documents to ICAO. After review, ICAO will make the reports available to the Steering Committee, as necessary:

- a) **Work Plan (WP)** covering all the implementation activities required for the completion of the project deliverables, in accordance with the Project Procedural Handbook.
- b) **Project Terminal Report (PTR)** submitted at the end of the project, after the debriefing meeting.

7.3. Project Review Meetings

7.3.1 The details related to Project Review Meetings may be found in the Project Procedural Handbook.

8. HANDOVER OF DELIVERABLES

8.1. All tangible deliverables produced by the project experts are submitted to ICAO NACC Regional Office.

9. PROJECT RULES AND REGULATIONS

9.1. International experts/personnel

9.1.1 ICAO will recruit and deploy international experts/personnel in accordance with ICAO policies, practices, ICAO/TCB Field Staff Services Rules and applicable process and procedures. In particular, as consultants engaged by ICAO, their entitlement payments will be issued by ICAO. The lead-time required for the recruitment of the experts may range between six (6) weeks to three (3) months, from the moment the funds are received at ICAO until the deployment of the experts. In the eventuality of a contract extension being required for one or more ICAO expert(s), the ICAO NACC Regional Office will need to issue the necessary request at least three (3) months prior to the end of the ICAO expert(s)' contract, subject to availability of funds; the request will include a justification and corresponding additional duration, as appropriate.

9.2. Charges on recruitment actions

9.2.1 Administrative charges shall apply to compensate efforts made to bring the experts on board, at the following two levels of the process:

- a) Recruitment Stage (tollgate 1);
- b) Contract Administration Stage (tollgate 2).

9.2.2 After the activation of the project, ICAO shall initiate Recruitment Request(s) for expert(s)/personnel required, immediately after receipt of written instructions from the ICAO NACC Regional Office. ICAO shall facilitate the recruitment in accordance with the applicable procedures and practices of for recruitment of Field Personnel.

9.2.3 Should the ICAO NACC Regional Office, out of convenience choose or opts to prematurely cancel/terminate or decides to put an ongoing recruitment process on hold before the completion of the process, ICAO shall collect 50% of the total overhead due over the contract term, to cover administrative costs for the recruitment. ICAO shall apply the charges within four weeks of the date of the letter/email of cancellation/termination.

9.2.4 Should the ICAO NACC Regional Office call off the ongoing recruitment process citing delays beyond 60 days after receiving the requisition and all the necessary associated documentation, no charge shall apply (except in cases where there exists a written request from the ICAO NACC Regional Office, to ICAO, seeking a slow down on the process, with reasons).

9.2.5 Whenever a recruitment process is completed and nomination letter released to (the Entity), ICAO shall consider its assignment under toll gate 1, completed and automatically charge the requisite 5%, within a period of 4 weeks after the release of the nomination letter, the ICAO NACC Regional Office does not formally respond or opts to keep the process on hold.

9.2.6 ICAO may present to the ICAO NACC Regional Office, up to a maximum of three proposals of nominees for any one post. Depending on the prevailing circumstances and after a review of the nominated candidates' profiles presented, the ICAO NACC Regional Office may request ICAO for an expanded list of qualified experts if so required. On its part, ICAO commits to provide up to a maximum of 2 successive nominations to help satisfy the ICAO NACC Regional Office's requirements.

9.2.7 On submission of the third nomination letter, ICAO shall automatically charge the requisite 5%, if within 4 weeks after the release of the last nomination letter, the ICAO NACC Regional Office.

9.2.8 Where the ICAO NACC Regional Office receives a nomination letter from ICAO and make a selection of the candidate for deployment, the standard application of the full overhead costs of (10%) on the actual expenditure (cost of employment of the expert), throughout the contract term shall apply.

9.3. Procurement

9.3.1 The procurement of equipment or services are carried out in accordance with ICAO's Procurement Code, Financial Regulations and Rules, and applicable process and procedures.

9.4. Finance

9.4.1 The reception and management of funds for this project are subject to ICAO's Financial Regulations and Rules, and applicable process and procedures. The use of any of the resources for this project will be processed upon reception of proper formal authorization from the government or its entitled representative and ICAO.

9.4.2 The unauthorized use of project resources is not allowed and could result in project delay and the discontinuation of the project's activities.

9.4.3 The provision of financial management and budgetary control of the project and submitting financial reports will be in accordance with ICAO rules, regulations, process and procedures.

9.5. General regulations

9.5.1 All project's activities are managed in accordance with the applicable ICAO policies, rules, regulations, processes and practices and applicable process and procedures. These will include development of comprehensive work plan and communication strategy.

9.5.2 All project activities, including reports and/or deliverables prepared by the ICAO experts may be reviewed by ICAO Headquarters and/or Regional Office, as appropriate.

9.5.3 This document was developed in English by the parties. Any document related to the implementation of this project that is required by a Project Member to be translated into another official

language of ICAO except Spanish, as may be required, shall be performed by ICAO and charged to the project, as appropriate.

10. LEGAL FRAMEWORK

10.1. This project document shall constitute Annex 1 to the Management Service Agreement (MSA) between the International Civil Aviation Organization (ICAO) and each Project Member State.

10.2. Any change, amendment or revision to this project document (including scope, duration, budget, responsibilities, or other), will need to be formally approved in writing by both Parties.

10.3. Nothing contained in or relating to this Project Document shall be deemed a waiver, express or implied, of any of the privileges and immunities of ICAO and its personnel. The Implementing Agency shall indemnify, hold harmless and, in consultation with ICAO, defend ICAO, including its personnel, from any and all actions, claims or other demands arising out of any act performed by ICAO on behalf of the Implementing Agency pursuant to this Project Document. The obligation under this clause does not lapse upon termination or completion of this Project Document.
