



AERONÁUTICA CIVIL
UNIDAD ADMINISTRATIVA ESPECIAL



MEMORANDUM OF UNDERSTANDING REGARDING TECHNICAL COOPERATION IN THE FIELD OF CIVIL AVIATION BETWEEN THE UNIDAD ESPECIAL DE AERONAUTICA CIVIL DE COLOMBIA (UAEAC) AND THE UK CIVIL AVIATION AUTHORITY (UK CAA)

Introduction

Unidad Administrativa Especial de Aeronáutica Civil de Colombia (UAEAC), with its Headquarters at Av. Eldorado 103-15, Edificio Central Aerocivil, Bogotá D.C. Colombia, hereinafter referred to as "Aerocivil" and the Civil Aviation Authority of the United Kingdom (UK CAA), with its Head Office at CAA House, 45-59 Kingsway, London WC2B 6TE London England hereinafter referred to as "UK CAA";

Hereinafter jointly referred to as the "Parties";

Recognizing that UAEAC and UK CAA are responsible for guaranteeing the compliance with the International Civil Aviation Convention and its Annexes and harmonising them with the Aeronautical Regulations of Colombia (RAC) and the United Kingdom, respectively

And considering:

- The key role that Air Transport plays in the development and socio-economic exchange for both countries.
- That an efficient aviation system will provide the optimum safety levels and that this is a key objective to guarantee the growth of the Air Transport.
- That to develop Civil Aviation internationally, it is necessary to develop the aeronautical industry and to achieve that, the development of certification and approval capabilities that meet international safety standards is required.
- That in order to comply with ICAO recommended practices, both countries will aim to develop cooperation strategies to improve international civil aviation.
- That co-operation between the two countries will facilitate and promote the development of their aeronautical industry and Air Transport.
- That co-operation between the two countries will result in a safe, efficient and sustainable development of aircraft operations, airports operations and air navigation services.
- Considering the above mentioned, both parties agree to establish a Memorandum of Understanding (MoU) to reflect the actions included in the next clauses:



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Have agreed on the following

First Objective

This MoU establishes a framework for technical cooperation in the field of Civil Aviation between UAEAC and the UK CAA to contribute to the enhancement of aeronautical services, raising the aviation standards in areas such as safety, security, consumer protection, economic regulations, consumer experience and service standards.

UAEAC and the UK CAA commit to work towards the development of those areas under their competence included in the Annexes to this MoU.

Second Activities

The activities to include in the context of this MoU could include:

High level strategy guidance: -

Provision of high level technical cooperation and advice, policy information, guidance and passing on of 'Best Practice' protocols. Sharing of UK CAA documentation and policy statements that represent method statements for UK airspace management, regulatory framework and charging regimes.

Specific project / initiative / opportunity based technical cooperation and advice: -

1. Technical assistance in area of civil aviation
2. Performance of analysis and evaluations in area of civil aviation
3. Resource provision, including the resources needed to facilitate the access to processes, methodologies, studies and activities determined.
4. Undertaking consulting work on specific project / initiative / opportunity of any nature in civil aviation, including, but not limited to peer reviews, design, engineering, due diligence, solution validation and project implementation. Shall include the opportunity to bring in other UK government and non-government organisations, largely represented by the IE:UK initiative¹, as required to provide a cohesive, multi-disciplinary solution for AeroCivil and its stakeholders.
5. Access to training programs as determined across the full width of aviation consulting.
6. Identification of opportunities for PPP (Public Private Partnerships) that could benefit the development of international civil aviation
7. Development of activities that will improve the language proficiency to comply with ICAO requirements

¹ IE:UK brings together companies of all sizes as a single 'Team UK' consortia to deliver complex projects by combining their expertise.



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Third Nominations

UAEAC and the UK CAA will nominate the responsible persons to manage this MoU. The nominees will meet periodically to review the general functioning of this MoU.

The persons designated to coordinate and manage this MoU are:

To AEROCIVIL

Post:

Avenida el Dorado No 103-15

Bogotá – Colombia

Postal Code 110911

E- mail address:

Grupo Gestión Estándares Internacionales

estinternacionales@aerocivil.gov.co

To UK CAA:

Post:

CAA International, CAA House, 45-59 Kingsway, London
WC2B 6TE

E-mail Address:

ben.alcott@caa.co.uk

Fourth Financial Provisions

The parties will agree in Annexes to this MoU the necessary resources, both financial and human, needed to carry out the activities required to support the objective of this MoU, in accordance with the relevant laws in each country.

Each party is responsible for any costs it incurs in carrying out the activities under this MOU and nothing in its terms obligates a Party to transfer any funds. Any endeavor involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements made in writing by authorized representatives of the Parties and independently authorized by appropriate legal authority. This MOU does not provide such authority.

Fifth Modifications

This MoU can be amended or modified as required by agreement between the parties. The details of any modification will be recorded in writing and will be signed by the parties.



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Sixth Content Resolution

Any disagreement between the Parties, concerning the interpretation or the application of this MOU and / or of its Appendices, including all its amendments, shall be settled amicably by negotiation and consultation between the Parties.

Seventh Validity and Termination

This MoU will be valid for four years from the signature date and will be renewed automatically if there is no written instruction on the contrary by any of the parties.

Any party can however terminate this MoU by communicating to the other in writing with a notice period of 3 months.

Eight Applicable law

For the implementation of this MOU, the Parties shall refer to the national legislation applicable in their respective countries.

Ninth Confidentiality and copyright

All information exchanged and all techniques developed jointly as a part of this MOU shall be considered confidential information by the Parties, and shall not be disclosed to any other third Party without the prior written permission of the other Party.

The Intellectual Property Rights ("IPRs") on any documentation, software and/or manuals that already existed prior to the date of coming into effect of this MOU belong to the Party that developed such documentation, software and/or manuals.

Unless prior written approval is obtained from the other Party, each Party shall refrain from using, copying or disclosing such documents or such information, unless strictly necessary to meet the objectives of this MOU.

Without prejudice to and without limitation of any of the above, each Party shall return all such documentation to the Party holding the IPR immediately on expiry or termination of this MOU.



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Tenth Commencement

This MoU will commence once signed by the Parties in the English and Spanish language, this
9th day of August 2018.

Juan Carlos Salazar Gómez
Director General
**Unidad Administrativa
Especial de Aeronáutica Civil**

Maria Rueda
International Operations & Development Director – UKCAA
Managing Director – CAA International Limited
The UK Civil Aviation Authority