



AERONÁUTICA CIVIL
UNIDAD ADMINISTRATIVA ESPECIAL

MEMORANDUM OF UNDERSTANDING REGARDING TECHNICAL COOPERATION IN THE FIELD OF CIVIL AVIATION

BETWEEN THE UNIDAD ADMINISTRATIVA ESPECIAL DE AERONAUTICA CIVIL DE COLOMBIA AND DEPARTMENT OF CIVIL AVIATION ARUBA

PREAMBLE

Whereas the Unidad Administrativa Especial de Aeronautica Civil de Colombia, hereinafter referred to as "Aerocivil" on the one hand, and the Department of Civil Aviation Aruba, hereinafter referred to as "Department of Civil Aviation" on the other hand, (hereinafter collectively referred to as "the" Parties" and individually as "one Party");

Recognizing that the Parties have a common interest in promoting and developing a "MoU" for technical assistance in Aircraft Investigation process between them in the field of civil aviation;

Recognizing that Aerocivil and Department of Civil Aviation are responsible for guaranteeing the compliance with the International Civil Aviation Convention and its Annexes and harmonizing them with the Aeronautical Regulations of Colombia (RAC) and Aruba, respectively;

And considering that Aruba has an Aircraft Accident Investigation Board with trained aircraft accident investigators.

Have agreed on the following:

Article 1 **Objective**

- 1.1 This MoU establishes a framework for technical cooperation in the field of Civil Aviation between Aerocivil and the "Department of Civil Aviation" to contribute to the enhancement of aeronautical services, raising the aviation standards in the accident investigation area.

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- 1.2 Aerocivil and the "Department of Civil Aviation" commit to work towards the development of those areas under their competence included in the Annexes to this MoU.

Article 2 Activities

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

- The participation of Aircraft Accident Investigators from Aruba and from Aerocivil, in the investigation processes of accidents and incidents occurred in any of the two States, or to aircraft of one of the two States in a third country, when appointed as researchers by the country responsible for the investigation. This participation should include, among others, the following activities:
 - To be available, according to previous scheduling, to travel to the location where an aircraft accident or incident occurs.
 - To conduct initial investigation actions on an aircraft accident or incident scene.
 - To lead the investigation and analysis phase, which includes such activities as witnesses, interview, inspection and analysis of components, reading an interpretation of recorders, reconstruction, simulation, and evidence evaluation.
 - To prepare the investigation process reports, as Notification, Preliminary Report, Interim Report, Final Report, Final Report Synopsis, and Presentation for Safety Council.
 - To present the Investigation Final Reports before Safety Council/Investigation Board.
- All the described activities will be conducted under the provisions of Annex 13 to the ICAO Convention, Accident and Incident Investigations, and the correspondent national regulations.



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Article 3 Nominations

Aerocivil and the Department of Civil Aviation 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:

For Aerocivil:

Post: Avenida el Dorado No 103-15 Bogotá – Colombia
Postal Code 110911
Grupo Gestión Estándares Internacionales
E- mail: estandaresinternacionales@aerocivil.gov.co

For Department of Civil Aviation:

Sabana Berde 73-B
Oranjestad, Aruba
ing. Glenn G.A. Kelly
T+(297) 523 2665/ +(297) 523 2683
glenn.kelly@dca.gov.aw

Article 4 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 endeavour involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavours 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.



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Article 5 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.

Article 6 Resolution of Differences

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.

Article 7 Validity and Termination

This MoU will be valid for five (5) 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.

Article 8 Applicable law

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

Article 9 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.



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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.

Article 10 Commencement

This MoU will commence once signed by the Parties in the English language, this July 11th, 2019

JUAN CARLOS SALAZAR
Director General
Unidad Administrativa
Especial de Aeronáutica Civil de Colombia

EDWIN KELLY
Director
Department of Civil Aviation Aruba

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