



# Memorandum of Understanding on Aviation Safety

between

the Civil Aviation Authority of Singapore and

the Civil Aviation Authority of New Zealand

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# MEMORANDUM OF UNDERSTANDING ON AVIATION SAFETY

# **BETWEEN**

# CIVIL AVIATION AUTHORITY OF SINGAPORE

#### AND

### CIVIL AVIATION AUTHORITY OF NEW ZEALAND

The Civil Aviation Authority of Singapore ("CAAS") and the Civil Aviation Authority of New Zealand ("CAANZ") (hereinafter together referred to as the "the Parties"),

Sharing a common purpose and goal in promoting the safe, orderly and sustainable development of international civil aviation in accordance with the Parties' international obligations; and

Recognising their mutual interest in and the benefit of strengthening their partnership and cooperation in enhancing aviation safety

HAVE REACHED THE FOLLOWING UNDERSTANDING:

#### Article 1 – Areas of Co-operation

The Parties agree to enhance their partnership and cooperation in the following areas

a) Airworthiness Certification and Maintenance Arrangements

Subject to successful mutual technical confidence building exercises, develop technical arrangements to facilitate each Party's issuance of approvals and certificates in relation to the other Party's products and organisations, or to facilitate recognition or acceptance by each Party of the other Party's approvals and certificates, starting with maintenance and airworthiness certification, and extending to other areas, such as unmanned aircraft systems, as appropriate.

# b) Aviation Safety Information Sharing

(i) Subject to any legal obligations the Parties may have in relation to confidentiality and privacy, the Parties may share relevant safety information such as operational and technical incidents,

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hazard identification, trend analysis, mitigating measures, State Safety Programme (SSP) and Safety Management Systems (SMS) implementation, Risk-based Surveillance (RBS) and Quality Management System (QMS).

(ii) Regular dialogue or meetings between the Parties for sharing of information, knowledge and experiences on aviation safety as well as aviation safety-related developments of mutual interest to the Parties.

# c) Training and Knowledge Exchange

- (i) Collaboration on or joint organisation and/or conduct of conferences, seminars, workshops, talks and other such activities on aviation safety topics, such as safety oversight, flight operations, airworthiness, licensing, unmanned aircraft systems, legislation, enforcement and aviation safety training.
- (ii) Secondment programme to tap on both technical and nontechnical expertise, subject to the availability of resources of the Parties.
- (iii) Collaboration on research and studies on aviation safety topics and issues of mutual interest to the Parties.

# Article 2 – Implementation and Coordination

The implementation of this Memorandum of Understanding (MOU) and the coordination between the Parties will be detailed in Annexes to this MOU and Technical Arrangements, as appropriate.

## Article 3 - Financial Matters

Unless otherwise agreed, each Party will bear its own costs for all matters under and related to this MOU.

### Article 4 - Amendments

This MOU may be amended with the agreement of the Parties. Such amendment(s) shall be signed by duly authorised representatives of the Parties.

#### Article 5 – Resolution of Differences

In the spirit of co-operation and friendly relations, the Parties will resolve any differences that may arise, through appropriate consultation and no dispute arising



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under this MOU will be referred to any court, international tribunal or any third party for settlement.

# **Article 6 – Confidentiality**

Neither Party will, at any time, disclose to any third party, any Confidential Information of the other Party which is acquired through the partnership and cooperation (as set out in Article 1) resulting from this MOU without the prior written consent of the other Party.

Confidential Information is information that:

- a. is by its nature confidential;
- b. is provided by either Party or a third party 'in confidence';
- c. either Party knows or ought to know is confidential, or
- d. is of a sensitive nature or commercially sensitive to either Party, or
- e. is at the time of disclosure marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'.

# **Article 7 – Entry into Force & Termination**

- 1. This MOU will enter into force on the date it is signed by both Parties and will remain in effect unless it is terminated by either Party giving three months' prior written notice to the other Party.
- 2. The Parties should take into account all programmes or arrangements which are on-going at the time of the giving of notice pursuant to Article 7(1) and should endeavour to provide for their completion and/or satisfactory termination with the least possible disruption to either of the Parties.
- 3. The Parties may, by agreement, provide for the survival of any Annex, or Technical Arrangement upon the termination of this MOU.

IN WITNESS WHEREOF, this MOU is signed, in duplicate, for and on behalf of the Parties by the undersigned, as their duly authorised representatives.

Kevin Shum

Director-General

Civil Aviation Authority of Singapore

Singapore

09/04/2019

**Graeme Harris** 

Director of Civil Aviation & CEO

Civil Aviation Authority of New Zealand

New Zealand

09/04/2019