

**Arrangement between
The Government of New Zealand
and
The Government of the Republic of India
for
Cooperation on Civil Aviation**

The Government of New Zealand, represented by the Ministry of Transport and the Civil Aviation Authority or their successors,

and the Government of the Republic of India, represented by the Ministry of Civil Aviation and the Directorate General of Civil Aviation or their successors, (hereinafter referred to as the "Participants")

have reached the following understanding:

Purpose

1. The Participants, subject to the terms of this Arrangement, the Air Services Agreement between the Government of New Zealand and the Government of India dated 2005, the Convention on International Civil Aviation 1944 (the Chicago Convention) and the existing domestic law and national policies of each country, will promote and support the development of training and technical cooperation in the field of civil aviation between the two countries on the basis of mutual and reciprocal benefit.

Forms of cooperative activities

2. Forms of cooperative activities under this Arrangement may include:

- a) civil aviation programmes;
- b) sending and receiving experts or instructors for training purposes;
- c) the acceptance of licences;
- d) the acceptance of aeronautical products, including but not limited to aircraft, engines, propellers and parts, and aviation services;
- e) the organisation of seminars;

- f) exchanging information on activities, policies, practices, and laws and regulations concerning civil aviation, including but not limited to safety and environmental matters;
- g) visits and exchanges of technical personnel or other experts on general or specific subjects; and
- h) other forms of cooperative activities as may be mutually determined.

Joint Committee

3. A Joint Committee (the "Joint Committee") will be established under this Arrangement to determine and oversee mutually acceptable cooperation activities, in accordance with paragraphs 2 and 4. The Joint Committee will be composed of an equal number of representatives from both the sides and co-chaired by the delegation leaders. The Participants will notify each other of their representatives to the Joint Committee.
4. The Joint Committee will develop a Programme of Cooperation (the "programme") to:
- a) identify priority areas of cooperation, which will constitute appendices to this Arrangement;
 - b) facilitate the implementation of joint programmes;
 - c) promote the exchange of information arising from any cooperation in order to further the development of cooperation; and
 - d) review progress regarding the implementation of this Arrangement and guide future cooperative activities.
5. The Programme will be reviewed periodically and at least every five years. This review will include any administrative and financial terms and conditions for effective implementation of the activities undertaken.
6. The Joint Committee will determine its own rules of procedure, and will meet periodically, as may be determined by the Participants, in person or by telephone, video conference, or where this is not possible or not appropriate, by other electronic means of communication.



Arrangements under the Arrangement

7. The Civil Aviation Authority of New Zealand and the Ministry of Civil Aviation of India, and their successors, may conclude appropriate technical and operational arrangements within the framework of Paragraphs 2 and 4 of the Arrangement. Such arrangements will be signed in accordance with the laws and regulations in force in the respective countries.

8. The Participants will promote cooperation between their respective organizations, enterprises and institutions involved with the regulation of civil aviation, with a view to concluding, if necessary, appropriate arrangements or contracts within the framework of Paragraphs 2 and 4 of this Arrangement. Such arrangements or contracts will be signed in accordance with the laws and regulations in force in the respective countries.

Sharing of Information

9. No Participant will divulge information obtained by it or its personnel under this Arrangement to any third party without the specific consent of the other Participant, unless required to do so by law.

Expenses

10. Any costs of the cooperative activities under this Arrangement will be funded on terms to be mutually determined by the Participants and will be subject to availability of funds.

Final Provisions

11. The Arrangement will come into effect on the date of signature by both the Participants.

12. Any differences arising out of the implementation or interpretation of this arrangement will be resolved amicably by consultation between the Participants.

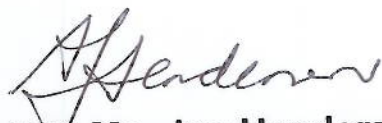


13. The Arrangement will remain in effect for five years and will be automatically renewed for five year periods, unless a Participant informs the other participant in writing, through diplomatic channels, six months prior to its expiry date of its intention to terminate the Arrangement.

14. Either Participant may request in writing an amendment to the Arrangement. Any such amendment accepted by both the Participants and confirmed in writing will come into effect on such date as may be determined by both the Participants.

Signed at New Delhi on 17th October, 2012 in two originals in the English and Hindi languages.

**For the Government of
New Zealand:**



**H.E. Ms. Jan Henderson
New Zealand High Commissioner
to India**

**For the Government of the
Republic of India:**



**K.N. Srivastava
Secretary
Ministry of Civil Aviation**

