MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LATIN AMERICAN CIVIL AVIATION COMMISSION AND THE AFRICAN CIVIL AVIATION COMMISSION

The Latin American Civil Aviation Commission (hereinafter referred to as LACAC) on one hand and the African Civil Aviation Commission (hereinafter referred to as AFCAC), on the other hand;

MINDFUL of the importance and significant contribution of civil aviation to the socioeconomic development of their member States and the exchanges between Latin America and Africa;

MINDFUL of the considerable volume of air traffic links between Latin America and Africa:

DESIROUS of developing meaningful cooperation bonds so as to promote the safe, efficient and sustainable development of civil aviation in Latin America, Africa and rest of the world:

HAVE AGREED as follows:

ARTICLE I INFORMATION AND CONSULTATION

LACAC and AFCAC hereby agree to exchange any information relating to the development of civil aviation in Latin America and Africa. Such an exchange of information shall, however, be without prejudice to matters which may be considered as confidential by both Parties or of no interest to either Party.



ARTICLE II SCOPE OF CO-OPERATION

LACAC and AFCAC shall co-operate in all areas of international civil aviation, in particular in the safety, security, environment and ATM fields, within their respective mandates including, but not limited to, the following:

- Regulations and Legislation.
- 2. International events and meetings.
- 3. Assistance to search for financial resources.
- 4. Training.
- 5. Identification of joint projects.

ARTICLE III METHODS OF CO-OPERATION

SECRETARIAT

LACAC and AFCAC Secretariats shall establish and maintain consultations through:

- 1. The exchange of letters and documents.
- Visits.
- Invitations to attend meetings.
- Consultations and co-ordination, when necessary.



EXECUTIVE LEVEL

The Presidents of the two Organizations shall attend, whenever possible, meetings of the other Organization. Consultation and coordination meetings shall be organized prior to ICAO Assemblies and/or major international civil aviation events/meetings.

LACAC shall inform AFCAC of any particular relationship it has established with an AFCAC member States and vice-versa.

ARTICLE IV FINANCIAL PROVISIONS

Each Party shall bear its own costs incurred when enforcing the provisions of the present agreement.

ARTICLE V CHANNELS OF COMMUNICATION

Communications between LACAC and AFCAC, for all matters relating to this Agreement shall be channelled through their respective Secretariats.

ARTICLE VI REPRESENTATION

LACAC and AFCAC shall meet on a regular basis to review the progress of activities jointly undertaken. Previous coordination, said meetings could be held wherever it is deemed more convenient, taking into consideration, if possible, the Assemblies and worldwide ICAO conferences, as well as the Assemblies of respective regional organizations.

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ARTICLE VII DURATION

This Memorandum of Understanding has been concluded for an indefinite period. Either Party shall, however, have the right to terminate it by giving six months' advance written notice to the other Party.

In the event of termination by one of the Parties, necessary steps shall be taken by the two Organizations to ensure that such termination is not detrimental to on-going projects implemented within the framework of this MOU.

ARTICLE VIII AMENDMENTS

The President of AFCAC and the President of LACAC may, in enforcing this MOU, take supplementary measures compatible with the provisions of this Memorandum.

This MOU may be amended or modified, as the case may be, by mutual consent of the Parties hereto. Each Party shall give full and sympathetic consideration to any proposal put forward by the other Party under this paragraph. Any such amendment or modification shall be made in writing and duly signed by both Parties.

ARTICLE IX ENTRY INTO FORCE

This Memorandum of Understanding shall come into force after its signature by the President of LACAC and the President of AFCAC.

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Done in Montreal, on twenty second day of June of the year Two Thousand.

IN WITNESS WHEREOF, the President of LACAC and the President of AFCAC have duly signed this MOU drawn up in Spanish, English and French.

JUAN PABLO LANGLOIS
PRESIDENT OF THE LACAC

SHETTIMA ABBA GANA
PRESIDENT OF THE AFCAC