

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE LATIN AMERICAN CIVIL AVIATION COMMISSION
AND
THE EUROPEAN CIVIL AVIATION CONFERENCE**

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

MINDFUL of the importance and significant contribution of civil aviation to the socio-economic development of their Member States and the exchanges between Latin America and Europe;

MINDFUL of the considerable volume of air traffic links between Latin America and Europe;

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

HAVE AGREED as follows:

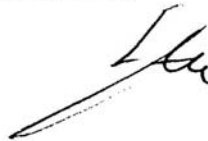
**ARTICLE I
INFORMATION AND CONSULTATION**

LACAC and ECAC hereby agree to exchange any information relating to the development of civil aviation in Latin America and Europe. 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 ECAC 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:

1. 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 ECAC Secretariats shall establish and maintain consultations through:

1. The exchange of letters and documents.
2. Mutual visits.
3. Invitations to attend meetings.
4. Consultations and co-ordination, when necessary.

EXECUTIVE LEVEL

The Presidents of the two Organizations shall attend meetings of the other Organization on a reciprocal basis. Consultation and co-ordination meetings shall be organized prior to ICAO Assemblies and/or major international civil aviation events/meetings.

LACAC shall inform ECAC of any particular relationship it has established with an ECAC Member State 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 ECAC, for all matters relating to this Agreement shall be channelled through their respective Secretariats.

**ARTICLE VI
REPRESENTATION**

LACAC and ECAC shall meet every three years to review the progress of activities jointly undertaken. Such meetings shall be held either at LACAC Headquarters, Lima or at ECAC Headquarters, Paris on a rotation basis, or in another common agreed location.



**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**

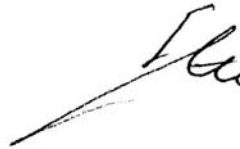
The President of LACAC and the President of ECAC may, in enforcing this MOU, take supplementary measures compatible with the provisions of this Memorandum.

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.

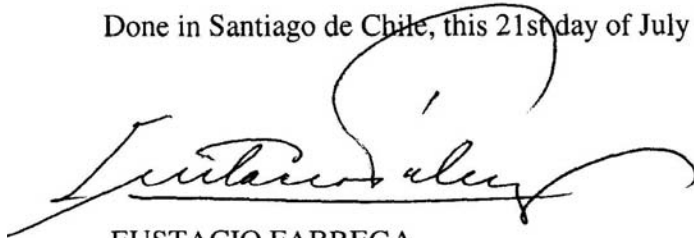
**ARTICLE IX
ENTRY INTO FORCE**

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

IN WITNESS WHEREOF, the President of LACAC and the President of ECAC have duly signed this MOU drawn up in three original copies in English, French and Spanish each of the three texts being equally authentic.

A handwritten signature in black ink, appearing to be 'J. L.', written in a cursive style.A handwritten signature in black ink, appearing to be 'D.', written in a simple, blocky style.

Done in Santiago de Chile, this 21st day of July 1998.

A handwritten signature in black ink, appearing to read 'Eustacio Fabrega', with a large, stylized flourish above the name.

EUSTACIO FABREGA
PRESIDENT OF LACAC

A handwritten signature in black ink, appearing to read 'André Auer', with a large, stylized flourish above the name.

ANDRÉ AUER
PRESIDENT OF ECAC

**ADDENDUM
TO THE MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE LATIN AMERICAN CIVIL AVIATION
COMMISSION**

AND

**THE EUROPEAN CIVIL AVIATION
CONFERENCE**

DATED THIS 30th DAY OF OCTOBER 2008



AGREEMENT
BETWEEN
THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC)
AND
THE JOINT AVIATION AUTHORTIES TRAINING ORGANIZATION (JAA TO)

CONSIDERING the Memorandum of Understanding (MoU) between the Latin American Civil Aviation Commission (LACAC) and the European Civil Aviation Conference (ECAC) signed on 21st July of 1998 in Santiago, Chile;

CONSIDERING that under Article II, scope of Cooperation, training is specifically mentioned;

CONSIDERING that the JAA TO is an associated body of ECAC;

RESPECTING that LACAC and JAA TO are willing to develop their co-operation in the field of training in aviation safety matters under the framework of the MoU;

LACAC and JAA TO have agreed, as first step towards a growing cooperation between them, on the following :

Article 1 – Training

LACAC and JAA TO are willing to assist each other in organizing joint training courses in the field of aviation safety. LACAC and JAA are willing to jointly organize tailor-made training courses.

To achieve that goal, LACAC and JAA TO will endeavour, when mutually beneficial and to the extend possible, to combine and exchange training materials, resources and instructors.

Article 2 – Other Activities

LACAC and JAA TO are willing to organize joint activities for aviation safety training such as workshops, assistance and advisory consultations either in Hoofddorp (NL) or any other place agreed to between the Focal Points.

Article 3 – Focal Points

The details of joint training courses and other activities under this Agreement shall be agreed upon between the following Focal Points :

For LACAC : Mr. Marco Ospina, Secretary of LACAC, Av. Víctor Andrés Belaúnde 147, Edificio Real Cuatro, 3er Piso, Centro Empresarial Real, San Isidro, Lima, Perú or such other officer as may be designated by the Secretary of LACAC and communicated to JAA TO in writing.

For JAA TO : Mr. Joost Jonker, Director JAA TO, Saturnusstr. 40/44, 2132 HB Hoofddorp NL or such other officer as may be designated by the JAA TO Director and communicated to LACAC in writing.

Article 4 – Languages

All courses and activities in relation to the implementation of the Agreement will be conducted in English or Spanish.

Article 5 – Financing

Unless agreed otherwise, LACAC and JAA TO will each bear their respective costs with regard to work and activities to be done by them, in accordance with the tasks and arrangements identified and agreed upon between their Focal Points.

Article 6 – Information Sharing

LACAC and JAA TO will inform each other about any relevant developments in relation to this Agreement, especially in relation to new training courses that are available.
LACAC and JAA TO will each maintain a link to the other's website on their respective websites.

Article 7 – Confidentiality

Neither LACAC nor JAA TO shall disclose a confidential information of the other, including but not limited to software, training courses, training programmes, projects or other training materials, received in connection with this Agreement, to any person other than an employee, without the others written consent or unless required by laws with prior notice to the other.

Article 8 – Review and Amendment

LACAC and JAA TO agree, in order to review and improve cooperation, to meet at least once a year. The time and place of such meetings shall be agreed upon by the Focal Points.

Any amendment to this Agreement following from such review or otherwise shall be by mutual agreement and shall be formalized by an appropriate written agreement signed by the authorised signatories of LACAC and JAAS TO.

Article 9 – Termination

LACAC and JAA TO may terminate this Agreement upon giving sixty (60) day's written notice to the other.

In terminating this agreement, LACAC and JAA TO will take into account all programmes or activities established pursuant to this Agreement which have been initiated or committed or are on-going at the time of the given notice and will provide for their completion and/or otherwise satisfactory termination with the least possible disruption or loss to themselves and to the participants.

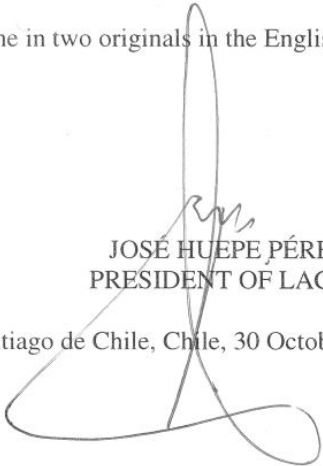
Article 10 – Enter into Force

This Agreement shall come into force on 30 October 2008.

This Agreement shall be read with and form an integral part of the MoU between LACAC and ECAC.

In the event of any conflict in interpretation or application of the terms of this Agreement and the MoU, the terms of the MoU shall prevail.

Done in two originals in the English and Spanish language.



JOSE HUEPE PÉREZ
PRESIDENT OF LACAC



LUIS FONSECA DE ALMEIDA
PRESIDENT OF ECAC

Santiago de Chile, Chile, 30 October 2008.