

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF MALAYSIA**

**AND**

**THE LATIN AMERICAN CIVIL AVIATION  
COMMISSION**

DATED THIS 4<sup>th</sup> DAY OF FEBRUARY 2015

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF MALAYSIA**

**AND**

**LATIN AMERICA CIVIL AVIATION COMMISSION**

**ON TRAINING PROGRAMMES FOR AVIATION PERSONNEL**

**THE GOVERNMENT OF MALAYSIA** as represented by the Department of Civil Aviation Malaysia (hereinafter referred to as the "Government of Malaysia" and **LATIN AMERICA CIVIL AVIATION COMMISSION** established through the Statute of the Latin America Civil Aviation Commission signed on 14 December 1973 in Mexico (hereinafter referred to as "LACAC") (both Government of Malaysia and LACAC hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

The Department of Civil Aviation, a government agency under the purview of the Ministry of Transport of Malaysia is responsible for regulating the aviation industry and providing air navigation services within Malaysia and the air space under Malaysia's sovereignty;

LACAC is a commission that comprise the States of South America, Central America (including Panama), Mexico and the Caribbean (hereinafter referred to as "LACAC member states");

**RECOGNISING** that the safety, efficiency and regularity of air navigation and balanced development of international civil aviation rely on the continuous training of aviation personnel training;

**RECOGNISING** that the importance of assistance and cooperation in the field of specialized aviation training;

**HAVE AGREED** as follows:

**ARTICLE 1 – OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding pursuant to the laws, rules, regulations and national policies from time to time in force in Malaysia, agree to strengthen, promote and develop their mutual co-operation in the field of training for aviation personnel on the basis of equality and mutual benefit.

**ARTICLE 2 – AREAS OF CO-OPERATION**

Each Party shall, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in Malaysia, endeavour to take necessary steps to encourage and promote technical co-operation in the following areas:

- a) Training for aviation personnel;
- b) Research and development related to the training; and

- c) Any other areas of co-operation in the field of training for aviation personnel to be mutually agreed upon by the Parties.

### ARTICLE 3 – FORMS OF CO-OPERATION

- 3.1 The forms of co-operation activities shall include the following for the purpose of training the Parties' aviation personnel:
  - a) exchange and provision of information and data on scientific and technical activities, developments, practices and results for the purpose of training the Parties' aviation personnel;
  - b) organization of seminars and other meetings to discuss and exchange information on agreed topics and to identify cooperative actions which may be usefully undertaken in accordance with Article 2 hereof;
  - c) common execution of joint studies, projects or experiments including their joint design, construction and operation;
  - d) fostering of mutual and joined participation to other international initiatives and networks of cooperation; and
  - e) other specific forms of cooperation as mutually agreed in writing by both Parties.
- 3.2 The Parties shall coordinate the activities, as appropriate, under this Memorandum of Understanding. Nothing in this Memorandum of Understanding will be construed to prejudice existing or future arrangements for co-operation between the Parties.

### ARTICLE 4 – DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of Government of Malaysia shall be Department of Civil Aviation and on behalf of LACAC shall be the Secretariat of LACAC.

### ARTICLE 5 – IMPLEMENTATION

- 5.1 The activities to be performed under the framework of this Memorandum of Understanding shall be mutually agreed upon in writing by the Parties and shall include the following:-
  - a) The provision of aviation-related training programmes by Government of Malaysia under the Malaysian Technical Cooperation Programme for the aviation personnel selected from LACAC member countries;
  - b) The Government of Malaysia shall set up annually the training plan and determine the number of aviation personnel for each training programme;

- c) Government of Malaysia shall provide information regarding the training programmes under this Memorandum of Understanding to LACAC and will invite LACAC member countries to present their nominations. The final participating LACAC member countries and the aviation personnel applying to participate in the training programmes will be decided by the Government of Malaysia;
- d) The training programmes shall be conducted in English by lecturers and specialists selected by the Government of Malaysia and will take place mainly at the Malaysia Aviation Academy; and
- e) The Government of Malaysia shall liaise directly with the participating LACAC member countries on administrative details related to the participation in the training programmes.

#### **ARTICLE 6 – FINANCIAL ARRANGEMENTS**

- 6.1 The financial arrangements to cover expenses for the training programmes within the framework of this Memorandum of Understanding shall be borne by Government of Malaysia.
- 6.2 For the avoidance of doubt, any expenses incurred by the participating LACAC member countries and their aviation personnel for their stay beyond the duration of training programmes and other charges and expenses that are not related to the training programmes shall not be borne by the Government of Malaysia.

#### **ARTICLE 7 – PARTICIPATION OF THIRD PARTY**

Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding upon the agreement of the other Party. In carrying out such joint activities and/or programmes, the Parties shall ensure that the third party shall comply with the provisions of this Memorandum of Understanding.

#### **ARTICLE 8 – PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of Malaysia and with any other international agreements signed by both Parties.
- 8.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 8.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
  - ( i ) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - ( ii ) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

**ARTICLE 9 – CONFIDENTIALITY**

- 9.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 9.2 The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination and expiration of this Memorandum of Understanding.

**ARTICLE 10 – SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

**ARTICLE 11 – REVISION, MODIFICATION AND AMENDMENT**

- 11.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 11.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 11.3 Such revision, modification or amendment shall enter into force on such date as may be determined by the Parties.
- 11.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE 12 – SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 13 – LANGUAGE**

The official language of this Memorandum of Understanding, all documentation associated with it and all other communication in conjunction with activities/trials shall be in the English language.

**ARTICLE 14 – ENTRY INTO FORCE, DURATION AND TERMINATION**

- 14.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of three (3) years.
- 14.2 Thereafter, it may be extended upon mutual agreement of the Parties.
- 14.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its intention to do so.
- 14.4 The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of termination of this Memorandum of Understanding.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

**DONE** at Montreal, Quebec, Canada, on this 4<sup>th</sup> day of Feb in the year 2015, in two (2) original texts in English and Spanish languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

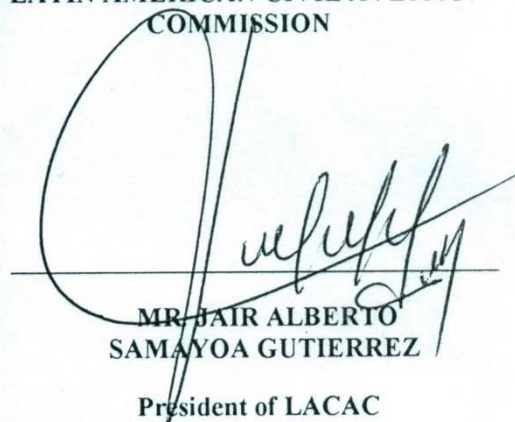
**GOVERNMENT OF MALAYSIA  
DEPARTMENT OF CIVIL AVIATION  
MALAYSIA**



**DATO' AZHARUDDIN ABDUL RAHMAN**

**Director General**

**LATIN AMERICAN CIVIL AVIATION  
COMMISSION**



**MR. JAIR ALBERTO  
SAMAYOA GUTIERREZ**

**President of LACAC**



Reference : CAAM/PU/12/182 (6 )  
Date : 1 August 2018

**Mr. Marco Alfredo Ospina Yépez,**  
Secretary General,  
Latin America Civil Aviation Commission,  
Av. Víctor A. Belaunde 147,  
Real Building Four - 3rd Floor,  
San Isidro, Lima, Peru

Dear Sir,

**EXCHANGE OF LETTERS FOR AN EXTENSION OF DURATION OF  
MEMORANDUM BETWEEN THE GOVERNMENT OF MALAYSIA AND THE LATIN  
AMERICAN CIVIL AVIATION COMMISSION ON TRAINING PROGRAMMES FOR  
AVIATION PERSONNEL**

I have the honour to refer to the "Memorandum of Understanding between the Government of Malaysia and the Latin America Civil Aviation Commission on Training Programmes for Aviation Personnel" ("the MoU") which came into force from 4 February 2015 and had expired on 3 February 2017.

In particular, Paragraph 2 of Article 14 of the MOU states that the MOU may be extended upon mutual agreement of the Parties. The Parties hereby agree that the MOU shall be extended for a period of three (3) years upon the expiry of the MOU.

I have the further honour to propose that this Letter and Your Excellency's Letter in reply confirming on behalf of the Latin American Civil Aviation Commission the foregoing arrangements shall be regarded as constituting an agreement between the two Parties, which shall enter into force simultaneously with the MoU. This letter shall constitute an integral part of the MoU shall enter into force on 4 February 2018 until 3 February 2021.

Accept, Sir, the assurance of my highest consideration.

Thank you.

Yours sincerely,

For and on behalf of  
**GOVERNMENT OF MALAYSIA**

  
**(AHMAD NIZAR ZOLFAKAR)**  
Chief Executive Officer