

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE LATIN AMERICAN CIVIL AVIATION
COMMISSION**

AND

**THE CIVIL AVIATION AUTHORITY OF
SINGAPORE**

DATED THIS 23th OF MARCH 2022

**2022 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LATIN AMERICAN CIVIL AVIATION COMMISSION
AND
THE CIVIL AVIATION AUTHORITY OF SINGAPORE**

WHEREAS the Civil Aviation Authority of Singapore (“**CAAS**”) and the Latin American Civil Aviation Commission (“**LACAC**”) (together, “the Parties”) have a common purpose to strengthen and promote friendly relations, mutual understanding and the development of cooperation in civil aviation between them.

AND WHEREAS on 25 February 1998, the Parties concluded a Memorandum of Understanding (“1998 MOU”) establishing the arrangements for a fellowship programme for **LACAC** Member States (“the Fellowship Programme”) under which ten (10) fellowships per year were offered to **LACAC** Member States to nominate candidates to attend a one-week training course in Civil Aviation Management at the Singapore Aviation Academy (“**SAA**”).

AND WHEREAS to reinforce their cooperation, the Parties agreed to continue with the 1998 MOU for the provision of ten (10) fellowships per year and to enhance it by widening the range of courses offered under the fellowship programme to include the Seminar on CNS/ATM, Safety Oversight Managers Course and Aircraft Accident Investigation Course as set out in Annex 1 signed on 4 September 2002.

AND WHEREAS to further strengthen the cooperation between them, **CAAS** agreed to increase the number of fellowships to **LACAC** Member States from ten (10) to fifteen (15) per year commencing in 2004 as set out in Annex 2 signed on 1 July 2004, which superseded Annex 1.

AND WHEREAS to further meet the training needs of **LACAC** Member States, the Parties agreed to extend the 1998 MOU to include Special On-site Programmes to be conducted by **CAAS** on an *ad-hoc* basis at one of the **LACAC** Member States as set out in Annex 3 signed on 9 November 2006, which superseded Annex 2.

AND WHEREAS to support **LACAC** Member States in utilising the fellowship programme, **CAAS** agreed to provide a return economy class air ticket per candidate for travel to and from Singapore for up to five (5) candidates awarded the fellowships under the 1998 MOU per year as set out in Annex 4 signed on 22 March 2010, which superseded Annex 3. The 1998 MOU as amended by Annex 4 was extended by Annex 5 signed on



5 July 2013 for a period of about 5 months from 7 May 2013 to 28 August 2013 on the terms of the 1998 MOU as amended by Annex 4.

AND WHEREAS to further enhance the cooperation between the Parties and to strengthen **CAAS'** support for the training needs of **LACAC** Member States, **CAAS** agreed to increase the number of fellowships from fifteen (15) to twenty (20) per year and to increase the number of **SAA** courses offered from four (4) to seven (7) as set out in the 2013 MOU signed on 27 August 2013, which superseded and replaced the 1998 MOU and all its Annexes.

AND WHEREAS to foster greater understanding of the needs of the region and to increase the accessibility of its training programmes to **LACAC** Member States, **CAAS** agreed to increase the number of **SAA** courses offered from seven (7) to ten (10) as set out in the MOU signed on 15 March 2016 ("2016 MOU"), which superseded and replaced the 2013 MOU.

AND WHEREAS to assist with the establishment of the Pan American Civil Aviation Institution ("**IPAC**") that had been endorsed by **LACAC** to provide management training for **LACAC** Member States, **CAAS** agreed to supplement the 2016 MOU as set out in Annex 1 signed on 14 November 2016, which offered two (2) additional fellowships per year and one (1) additional on-site training programme to be held at the **IPAC** sometime during the period from January 2017 to March 2019.

AND WHEREAS to further strengthen the partnership, the Parties extended the 2016 MOU for **CAAS** to increase the number of fellowships from twenty-two (22) to twenty-five (25) annually, increase the number of return economy class air tickets awarded with the fellowships from five (5) to six (6) annually and for eligible **LACAC** Member States to nominate candidates for up to four (4) scholarships and seventy (70) fellowships under the Singapore-ICAO Programme for Young Aviation Professionals (PYAP), as set out in the MOU signed on 19 November 2018 ("2018 MOU"), which superseded and replaced the 2016 MOU and all its Annexes.

AND WHEREAS after twenty-three (23) years of successful cooperation in civil aviation training as mentioned above, the Parties desire to extend the 2018 MOU for **CAAS** to maintain the number of fellowship offerings, air tickets and on-site programmes, continue to offer the PYAP fellowships and to remove the provisions pertaining to the **IPAC**, as set out in this 2022 MOU (hereinafter referred to as the "2022 MOU"), which shall supersede and replace the 2018 MOU.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 – PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A** The purpose of this 2022 MOU is to strengthen the long-term partnership between the Parties for cooperation in the development of international civil aviation. Further to this aim, this 2022 MOU sets forth the arrangements between them relating to (i) PYAP fellowships (ii) Fellowship Programme, (iii) Special On-site Programme for **LACAC** Member States that are also ICAO Member States, and (iv) return economy class air tickets for **LACAC** Member States that are also ICAO Member States.
- B** The executing agency for **CAAS** for this 2022 MOU is the **SAA**.
- C** The executing agency for **LACAC** Member States for this 2022 MOU is the **LACAC** Secretariat.
- D** Upon its coming into operation in accordance with Article 11, this 2022 MOU shall supersede and replace the 2018 MOU.

ARTICLE 2 – EXCHANGE OF INFORMATION ON INTERNATIONAL CIVIL AVIATION

- A** The Parties will engage in regular dialogue and exchange of useful information in connection with the development of their cooperation in international civil aviation, including on matters pertaining to **ICAO**.

ARTICLE 3 – SINGAPORE-ICAO PROGRAMME FOR YOUNG AVIATION PROFESSIONALS

- A** Eligible **LACAC** Member States that are **ICAO** Member States may nominate candidates for up to five (5) fellowships to attend **SAA** courses under the PYAP from April 2022 to March 2023.

ARTICLE 4 – FELLOWSHIP PROGRAMME

- A** **CAAS** shall offer seventy-five (75) fellowships to **LACAC** Member States over three (3) years, commencing from April 2022, for **SAA** courses in the areas of safety, security, air traffic services and aviation management. These fellowships may be awarded for **SAA**



courses held in Singapore or virtually, taking into consideration health-related, travel or other relevant measures or restrictions in force.

ARTICLE 5 – SPECIAL ON-SITE PROGRAMMES

- A** Three (3) Special On-site Programmes over three (3) years, commencing from April 2022, on relevant topics will be conducted by **CAAS** in any one of the **LACAC** Member States on an ad-hoc basis agreed in writing between the Parties. However, the Parties may agree that such programmes be conducted virtually taking into consideration health-related, travel or other relevant measures or restrictions in force.
- B** In designing the Special On-Site Programme,
- (i) The **LACAC** Member State hosting a Special On-Site Programme (“the Host”) shall arrange for simultaneous interpretation during the conduct of the Programme from English to Spanish;
 - (ii) **CAAS** shall consider the training needs of **LACAC** Member States to be identified by **LACAC** Secretariat and the specific areas where **CAAS**’ training roadmaps may be beneficial;
 - (iii) **CAAS** may recommend modular programmes to address these training needs and, if appropriate, certain basic **SAA** modules; and
 - (iv) **LACAC** Secretariat and **CAAS** shall agree on the type of modular programmes and modules (or part(s) thereof) to be included to meet the training needs of **LACAC** Member States.

ARTICLE 6 – FINANCIAL MATTERS

- A** The financial arrangements for the PYAP and Fellowship Programme are as follows:
- (i) The fellowships cover course fees, daily allowance of S\$60 per day (approximately US\$45 per day) and accommodation expenses of the fellowship candidates (hotel room charges



only) and requisite COVID-19 tests conducted in Singapore only.

- (ii) The daily allowance is for the course duration only. Accommodation is covered for the course duration, including one day before the course starts. Expenses incurred for any stay beyond the course duration is not covered.
- (iii) **CAAS** will bear the cost of return economy class air tickets for travel to and from Singapore for up to eighteen (18) candidates over three (3) years from **LACAC** Member States awarded the fellowships. Participating **LACAC** Member States shall bear the costs of airfare, COVID-19 tests incurred in the State of departure, overseas travel insurance including for COVID-19 coverage for their fellowship candidates.

B The financial arrangements for the Special On-Site Programmes for are as follows:

- (i) **CAAS** bears the costs of airfare, accommodation, overseas travel insurance, daily allowance, COVID-19 testing and honorarium for the lecturers or instructors. In addition, **CAAS** bears the costs of interpretation services from English into Spanish for the Special On-site Programmes.
- (ii) The **LACAC** Member State hosting a Special On-Site Programme ("the Host") bears the costs of providing the training facilities (including appropriate training room and required teaching aids) and programme secretariat services such as printing of course materials, refreshments, translation and interpretation services (if required) and transport for site visit(s), for the entire duration of the Special On-Site Programme.
- (iii) **LACAC** Member States bear the costs of airfare, accommodation and COVID-19 testing for their respective candidates who have been accepted to attend the Special On-Site Programmes.

C Unless otherwise agreed in this 2022 MOU or by the Parties in writing, each Party bears its own costs for all other actions and activities conducted pursuant to this 2022 MOU.



ARTICLE 7 – IMPLEMENTATION ARRANGEMENTS FOR PYAP, FELLOWSHIP PROGRAMME AND SPECIAL ON-SITE PROGRAMMES

A CAAS and LACAC shall jointly promote the PYAP, Fellowship Programme and the Special On-Site Programmes to LACAC Member States.

B The implementation arrangements for the PYAP and the Fellowship Programme for SAA's courses in Singapore under Articles 3 and 4 are as follows:

(i) Fellowship Candidate Selection Procedures

(a) LACAC Secretariat provides SAA with an updated list of all LACAC Member States and their respective contact persons and details (email and telephone).

(b) SAA forwards formal invitations directly to LACAC Member States to nominate candidates for the fellowships, with a copy to the LACAC Secretariat.

(c) Online applications for the fellowships should be submitted to SAA at least six (6) weeks before the course starts.

(d) SAA informs the nominating LACAC Member States of the selected fellowship candidates at least three (3) weeks before the course starts.

(ii) Roles and Actions of SAA, LACAC Member States and the LACAC Secretariat

(a) SAA

(1) SAA forwards formal invitations to LACAC Member States to nominate candidates for the fellowships.

(2) SAA processes applications received from LACAC Member States and inform LACAC Member States of the outcome of the applications.



- (3) **SAA** arranges for up to eighteen (18) economy return air tickets for selected **LACAC** Member States to be identified by **LACAC** Secretariat.
- (4) **SAA** prepares and coordinates all matters relating to the training programmes, including course scheduling and the assignment of lecturers and instructors.
- (5) **SAA** makes arrangements to facilitate the arrival, accommodation, and departure of the candidates.
- (6) **SAA** issues certificates to candidates upon satisfactory completion of the course.
- (7) **SAA** keeps **LACAC** Secretariat informed of any difficulties encountered during each course.

(b) **LACAC Member States**

- (1) **LACAC** Member States nominate suitable candidates and submit online applications for the fellowships.
- (2) **LACAC** Member States arrange for return air tickets, visas and other necessary travel arrangements for selected fellowship candidates (excluding the eighteen (18) candidates who will be sponsored with return economy class air tickets).

(c) **LACAC Secretariat**

- (1) **LACAC** Secretariat provides **SAA** with a list of all **LACAC** Member States and their respective contact persons and details (email and telephone).
- (2) **LACAC** Secretariat identifies which eighteen (18) fellowship candidates should be provided return economy class air tickets sponsored by **CAAS**.

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- (3) **LACAC** Secretariat monitors and provides feedback to **SAA** on the implementation of the PYAP and Fellowship Programme.

C The implementation arrangements for Special On-site Programme under Article 5 are as follows:

(i) Roles and Actions of **SAA**, **LACAC** Member States and **LACAC** Secretariat

- (a) **SAA** develops each Special On-Site Programme by identifying the training objective, duration, topics, lecturers and instructors as well as target candidates after discussion with the **LACAC** Secretariat. **SAA** provides the publicity material and registration form for promotion of the Special On-site Programme. **SAA** prepares a joint Certificate to be awarded to candidates of the Special On-site Programme. **SAA** coordinates with the lecturers or instructors for their course materials.
- (b) **LACAC** Secretariat provides input to **SAA** for its development of the Special On-Site Programme, ascertains the Host and promotes the Programme to **LACAC** Member States.
- (c) The Host provides a properly equipped training room (including air conditioning, microphones, projector and big screen) and a Course Coordinator who will be responsible for facilitating Special On-Site Programme, including support of lecturers' and instructors' audio-visual requirements, printing of course materials, name tags, providing and arranging for refreshments, arranging for accommodation for candidates and lecturers and instructors, and providing transport for site visits (if necessary),
- (d) **LACAC** Member States are invited to nominate relevant candidates for each Special On-Site Programme.

(ii) Application Procedures

- (a) **LACAC** Secretariat provides **SAA** with a list of all **LACAC** Member States and their respective contact persons and details (email and telephone).

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- (b) **CAAS** and **LACAC** Secretariat send out invitations to **LACAC** Member States to nominate candidates for the Special On-site Programme.
- (c) **LACAC** Member States forward the completed application forms to **LACAC** Secretariat at least six (6) weeks before the commencement of the Special On-Site Programme.
- (d) **LACAC** Secretariat processes the applications.
- (e) **LACAC** Secretariat issues the letters of acceptance at least four (4) weeks before the commencement of each Special On-Site Programme.
- (f) **LACAC** Secretariat sends to **SAA** a list of accepted candidates at least three (3) weeks before the commencement of each Special On-Site Programme.

ARTICLE 8 – LIAISON

A The designated offices for coordination and management of technical issues of this 2022 MOU are:

- (i) **Latin American Civil Aviation Commission**
Secretariat
P.O Box 4127
Lima 100, PERU
- (ii) **Singapore Aviation Academy**
Civil Aviation Authority of Singapore
1 Aviation Drive
Singapore 499867

ARTICLE 9 – AMENDMENTS

A This 2022 MOU may be amended by agreement of the Parties and shall be formalised by an appropriate Supplementary MOU signed by the Parties.



ARTICLE 10 – RESOLUTION OF DISAGREEMENTS

- A** Any disagreement regarding the interpretation and/or application of this 2022 MOU and any Supplementary MOU shall be resolved by consultation between the Parties and shall not be referred to any international tribunal or third party for settlement.
- B** The English version of this 2022 MOU shall be the reference document in the resolution of any disagreement.

ARTICLE 11 – EFFECTIVE DATE AND TERMINATION

- A** This 2022 MOU comes into operation on 1 April 2022.
- B** Upon the coming into operation of this 2022 MOU, the 2018 MOU is terminated and superseded by this 2022 MOU.
- C** This 2022 MOU shall expire on 31 March 2025 (“the Expiry Date”) unless earlier terminated in accordance with paragraph D of this Article or further extended by written agreement of the Parties before the Expiry Date. The extension will be for a period of three (3) years only. There is no limit to the number of extensions if the Parties mutually agree in writing. Article 9 will apply for the formalisation of any extension period.
- D** This 2022 MOU may be terminated at any time by either Party giving sixty (60) days’ notice in writing to the other Party. In closing the actions and activities undertaken pursuant to this 2022 MOU, the Parties shall take into account all courses which are on-going at the time of the giving of notice and shall provide for their completion and/or otherwise satisfactory termination with the least possible disruption to the Parties and to the trainers or lecturers and candidates. The termination of this 2022 MOU shall terminate any Annexes and Supplementary MOUs to this 2022 MOU.



ARTICLE 12 – AUTHORITY

A LACAC and CAAS agree to the provisions of this 2022 MOU as indicated by the signature of their duly authorised representatives.

Signed on 23 March 2022 in Montevideo, Uruguay.

CIVIL AVIATION AUTHORITY
OF SINGAPORE



MR. HAN KOK JUAN
DIRECTOR GENERAL OF
CAAS

LATIN AMERICAN CIVIL
AVIATION COMMISSION



MR. ARMANDO DANIEL
PRESIDENT OF LACAC