

MEMORANDUM OF UNDERSTANDING

BETWEEN

**CIVIL AVIATION AUTHORITY OF
MALAYSIA**

AND

**LATIN AMERICAN CIVIL AVIATION
COMMISSION**

MEMORANDUM OF UNDERSTANDING
BETWEEN
CIVIL AVIATION AUTHORITY OF MALAYSIA
AND
LATIN AMERICAN CIVIL AVIATION COMMISSION
ON
TRAINING PROGRAMMES FOR AVIATION PERSONNEL

CIVIL AVIATION AUTHORITY OF MALAYSIA, a statutory body established under the Civil Aviation Authority of Malaysia Act 2017 [Act 788] (hereinafter referred to as "CAAM") is responsible for regulating civil aviation and providing air navigation services within Malaysia and the air space under Malaysia's sovereignty of the one part,

AND

LATIN AMERICAN CIVIL AVIATION COMMISSION, a consultative body established under Article 3 of the statute of the Latin American Civil Aviation Commission (hereinafter referred to as "LACAC") of the other part,

CAAM and LACAC may hereinafter be referred to singularly as the "Participant" and collectively as the "Participants".

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 the importance of assistance and cooperation in the field of specialised aviation training;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

PARAGRAPH 1
OBJECTIVE

The Participants, 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 mutual co-operation in the field of training for aviation personnel on the basis of equality and mutual benefit.

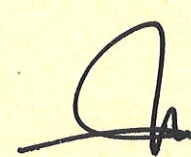
PARAGRAPH 2
AREAS OF CO-OPERATION

Each Participant will, 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 training; and
- c) Any other areas of co-operation in the field of training for aviation personnel to be mutually agreed upon by the Participants.

PARAGRAPH 3
FORMS OF CO-OPERATION

3.1 The forms of co-operation may include the following for the purpose of training the Participants' aviation personnel:



- a) exchange and provision of information and data on scientific and technical activities, developments, practices and results for the purpose of training;
- 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 joint participation to international initiatives and networks of cooperation;
- e) other specific forms of cooperation and mutually agreed in writing.

3.2 The Participants will 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 Participants.

PARAGRAPH 4 **IMPLEMENTATION**

The activities to be performed under the framework of this Memorandum of Understanding will be mutually decided upon in writing by the Participants and may include the following:

- a) The provision of aviation-related training programmes by CAAM under the Malaysian Technical Cooperation Programme for the aviation personnel selected from LACAC member countries;

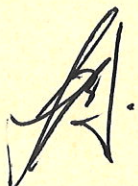


- b) CAAM will set up annually the training plan and determine the number of aviation personnel for each training programme;
- c) CAAM will provide information regarding the training programme to be provided under this Memorandum of Understanding to LACAC and will invite LACAC member countries to present their nominations. The final participating LACAC member countries and the aviation personnel applying to participate in the programme will be decided by CAAM;
- d) The training programme will be conducted in English by lecturers and specialists selected by CAAM and will take place at Malaysia Aviation Academy; and
- e) CAAM will liaise directly with the participating LACAC member states on administrative details related to participation in the training programme.

PARAGRAPH 5

FINANCIAL ARRANGEMENTS

- 5.1 The financial arrangements to cover expenses for the training programme within the framework of this Memorandum of Understanding will be borne by the CAAM.
- 5.2 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 will not be borne by CAAM.



PARAGRAPH 6

USE OF NAME, LOGO AND EMBLEMS

The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.

PARAGRAPH 7

OTHER RIGHTS AND INTERESTS

Notwithstanding anything contained in this Memorandum of Understanding, where the implementation of cooperation under this Memorandum of Understanding affects any Participant's rights and interests with respect to its national security, national and public interest or public order, and confidentiality and secrecy of documents, information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

PARAGRAPH 8

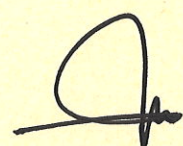
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create obligations under international or domestic law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

PARAGRAPH 9

CONSULTATION

The Participants will consult, at times mutually decided upon by the Participants, through their representatives, concerning the interpretation or application of this Memorandum of Understanding either generally or in relation to a particular matter.



PARAGRAPH 10
REVISION, MODIFICATION AND AMENDMENT

- 10.1 Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 10.2 Any revision, modification or amendment agreed to by the Participants will be reduced into writing and will form part of this Memorandum of Understanding.
- 10.3 Such revision, modification or amendment will enter into force on such date as may be determined by the Participants.
- 10.4 Any revision, modification or amendment will 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.

PARAGRAPH 11
LANGUAGE

Any difference of this Memorandum of Understanding, all documentation associated with it and all other communication in conjunction with activities will be in the English language.

PARAGRAPH 12
ENTRY INTO EFFECT, DURATION AND TERMINATION

- 13.1 This Memorandum of Understanding will enter into effect on the date of signing and will remain in force for a period of three (3) years.
- 13.2 Thereafter, this Memorandum of Understanding may be extended upon mutual agreement of the Participants.



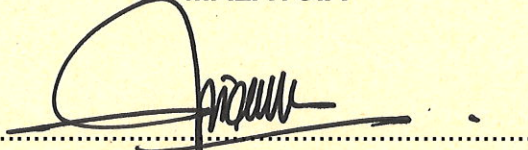
13.3 Notwithstanding anything in this Memorandum of Understanding, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to the intended date of termination.

13.4 The termination of this Memorandum of Understanding will not prevent the implementation of on-going activities and/or programmes which have been agreed upon before the date of termination of this Memorandum of Understanding, unless otherwise decided.

The foregoing represents the understanding reached between CAAM and LACAC upon the matters referred to therein.

DONE at Lima, Peru on of in the year 2023, in two (2) original texts in the 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.

**FOR THE CIVIL AVIATION AUTHORITY
OF MALAYSIA**

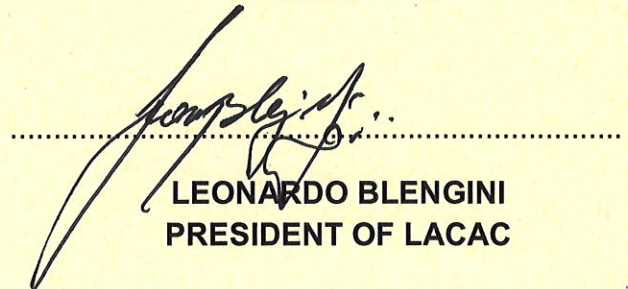


**CAPTAIN NORAZMAN BIN MAHMUD
CHIEF EXECUTIVE OFFICER**

DATO' CAPTAIN NORAZMAN BIN MAHMUD
Chief Executive Officer
Civil Aviation Authority of Malaysia
(CAAM)



**FOR THE LATIN AMERICAN CIVIL AVIATION
COMMISSION**



**LEONARDO BLENGINI
PRESIDENT OF LACAC**

COMISIÓN
DE AVIACIÓN

