

**MEMORANDUM OF UNDERSTANDING
CONCERNING CIVIL AVIATION BETWEEN THE PERMANENT SECRETARIAT
OF THE INTERGOVERNMENTAL COMMISSION OF THE TRANSPORT
CORRIDOR EUROPE-THE CAUCASUS- ASIA AND
THE EUROPEAN CIVIL AVIATION CONFERENCE**

Noting that the Permanent Secretariat of the Intergovernmental Commission of the Transport Corridor Europe – the Caucasus-Asia (PS IGC TRACECA) and the European Civil Aviation Conference (ECAC), hereinafter referred to as the “Participants,” have as a common objective the sustainable development of civil aviation;

Recognising the considerable contribution of civil aviation to the improvement of socio-economic conditions and the development of trade between the countries and regions of Europe, the Caucasus and Asia;

Noting the Participants’ common interest in enhancing the cooperation between them with the view of promoting the safety, security and sustainability of civil aviation;

Noting the Participants’ desire in particular to increase the exchange of information between them in all areas pertinent to civil aviation;

The Participants have reached understanding on the following issues:

ARTICLE 1. SCOPE OF COOPERATION

1. This Memorandum of Understanding (MOU) sets forth the provisions under which the Participants propose to cooperate in various areas of civil aviation.
2. The Participants will cooperate principally in the following fields:
 - a) Promotion of safe, efficient and sustainable air transport;
 - b) Strengthening of intra-regional and inter-regional cooperation in the field of air transport;
 - c) Training of aviation personnel;
 - d) Promotion of a fair, open and competitive aviation market;
 - e) Promotion of the efficient use of infrastructure and air traffic management technologies.

3. Cooperation between the Participants may include various types of activities, including but not limited to:
 - a) exchanging general and technical expertise to assist in developing and improving civil aviation standards, procedures and policies;
 - b) participating in meetings, where appropriate;
 - c) exchanging information;
 - d) developing and conducting joint initiatives aimed at enhancing international civil aviation standards, including capacity building activities.

ARTICLE 2. EXCHANGE OF INFORMATION

In accordance with information disclosure policies of each Participant, and particularly, in compliance with their information security policy, the Participants may:

- a) provide each with copies of publications and public documents related to air transport they each produce;
- b) give notice, through information posted on their respective website or by e-mail, of:
 - Conferences, public seminars and workshops they will organise or sponsor;
 - Final reports of such events;
 - Policy and/or strategy documents;
 - Programme and project approval documents.

ARTICLE 3. IMPLEMENTATION

1. The activities to be undertaken under this MOU will be set out in specific exchange of letters and will be consistent with the objectives and scope of this MOU.
2. The Participants will maintain jointly a log of all activities undertaken and documents exchanged under this MOU. Following the conclusion of each calendar year they will together compile and agree a summary report of the activities accomplished during that year.

3. The designated official within the PS IGC TRACECA responsible for this MOU is:

Secretary General of the Permanent Secretariat IGC
TRACECA
8/2 General Aliyarbekov street, Baku, AZ 1005
Azerbaijan
Telephone no. +994 12 598 2718
Fax no. + 994 12 498 6426

4. The designated official within the ECAC responsible for this MOU is:

Executive Secretary
European Civil Aviation Conference
3bis villa Emile Bergerat
92200 Neuilly-sur-Seine
France
Telephone no. +33 1 46 41 85 41
Fax no. +33 1 76 73 98 57

5. The designated officials of the Participants are responsible for:

- a) developing schedules for the implementation of cooperative activities;
- b) monitoring the implementation of cooperative activities;
- c) ensuring that information and documents are shared and protected according to the provisions of this MOU;
- d) resolving any disputes arising under this MOU.

6. The designated officials of the Participants will meet at least once every two calendar years, at venues to be agreed, or upon request by a Participant, to review the implementation of this MOU. These meetings will be the opportunity to review the implementation of this MOU, discuss cooperative activities for the coming year as well as new challenges, opportunities and problems related to the areas of cooperation under this MOU.

ARTICLE 4. AMENDMENTS

This MOU and its annexes may be amended by mutual consent between the Participants. The details of any such amendments will be noted in writing in a document signed by both Participants.

ARTICLE 5. RESOLUTION OF DISPUTES

Any disputes regarding the interpretation or application of this MOU or its annexes will be resolved by consultations between the Participants and will not be referred to any international tribunal or third party for settlement.

ARTICLE 6. COMING INTO EFFECT AND TERMINATION

1. This MOU comes into effect from the date of its signature by the designated officials of the Participants and remains in effect until terminated in accordance with Article 6.3.
2. Each annex under this MOU comes into effect on the date of the last signature of the annex.
3. This MOU or its annexes may be terminated at any time by either Participant by providing sixty (60) days notice in writing to the other Participant. Termination of this MOU or its annexes will not affect the arrangements between the Participants regarding the protection of security information which may have been shared under this MOU. Termination of this MOU will also terminate all annexes pursuant to this MOU.

ARTICLE 7. FINANCIAL PROVISIONS

1. Each Participant will bear the costs associated with the participation of its own personnel in cooperative activities performed under the MOU, unless otherwise decided between the Participants. The Participants will bear their respective travel expenses necessary to carry out any cooperative activities, unless otherwise decided between the Participants.

2. Should the Participants decide that it is necessary to seek funding from a third party/parties in order to undertake an activity under this MOU, they will jointly approve in writing the process by which such funding will be sought, the total cost of the activity, any applicable cost-sharing arrangements, any currency variation arrangements, and the estimated value of any in-kind or non-financial contributions to the activity.

ARTICLE 8. AUTHORITY

PS IGC TRACECA on the one hand, and ECAC on the other, each accepts the provisions of this MOU, as indicated by the signatures below of their duly authorised representatives of the Participants.

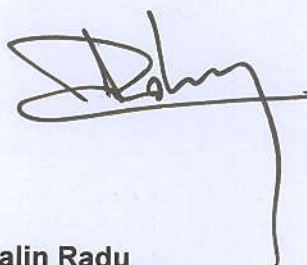
Done in Dushanbe, the Republic of Tajikistan, on 17 September 2013 in two original copies in the English and Russian languages, both texts being equally authentic.

**For the Permanent Secretariat of the
Intergovernmental Commission of the
Transport Corridor Europe-the Caucasus-
Asia:**



**Eduard Biriucov
PS IGC TRACECA Secretary General**

**For the European Civil Aviation
Conference:**



**Catalin Radu
ECAC President**