

(Note: This comes from Appendix I of the COSCAP SA IFAPM)

BILATERAL AGREEMENT BETWEEN COSCAPSA AND STATES

Agreement between the (Name of Civil Aviation Administration) of (Member State) and COSCAP-South Asia for obtaining Services of Technical Experts from COSCAP-South Asia to perform Safety Oversight functions of the (Name of Civil Aviation Administration) of (Member State)

Whereas, the (Name of Civil Aviation Administration) of (Member State) is a Member Civil Aviation Administration participating in the COSCAP-South Asia Programme having become a signatory to the Memorandum of Understanding (MoU) signed between Civil Aviation Administrations of the COSCAP-South Asia Member States and associated the Project Document – Phase III (2008-2012); and,

Whereas, the COSCAP-South Asia has human resources specialized in such technical areas as Airworthiness, Flight Operations, Aerodromes and Air Traffic Services in its regular staff and has the potential of enlisting regional and international experts depending on the needs of the Member States subject to the decisions of its Steering Committee; and,

Whereas, the *(Name of Civil Aviation Administration) of (Member State)* is entitled to obtain the services of Technical Staff employed by the COSCAP-South Asia under the ‘Core services’ of the MoU in accordance with the resource allocation criteria to be determined by COSCAP-South Asia, in pursuance of the policies and directives of its Steering Committee ; and,

Whereas, the *Civil Aviation Authority of (Member State)* desires to achieve enhanced capability in the performance of its Safety Oversight activities by obtaining the services of technical experts employed by the COSCAP-South Asia; and, Whereas, the MoU aforementioned in the first paragraph has not provided for the direct engagement and involvement of the technical experts of the COSCAP-South Asia to perform specific States’ safety oversight activities for or on behalf of the States but does not preclude expanding its scope of services to include such activities;

Now therefore , *(Name of Civil Aviation Administration) of (Member State)* which is hereinafter referred to as *XXXXXX* and the COSCAP-South Asia which is hereinafter referred to as *COSCAP-SA* enter into a bilateral Agreement to supplement the MoU without prejudice to its general intent, making provisions for the following, so long as the validity of the MoU remains current.

Accordingly, until such time that this Agreement remains in force the parties to the Agreement will honour and perform the following.

1. COSCAP-South Asia will;

- a. grant its consent to the *XXXXXX* to obtain services of the COSCAP-SA Technical Experts (CTE) when they are formally released by the Programme Management, COSCAP-SA to provide technical assistances to the *XXXXXX* in accordance with the resource allocation criteria of COSCAP-SA mentioned in its Institutional Framework and Administrative Procedure Manual (IF&APM), which shall ensure fair share of resources amongst the Member States.**

- b. inform the *XXXXXX* periodically and/or whenever requested by *XXXXXX* the periods of availability of Technical Experts for use by the *XXXXXX* to perform its Safety Oversight functions under this arrangement.**
- c. authorize the CTEs to abide by the published Rules, Regulations, Procedures and Guidance Material of *XXXXXX* and written instructions issued by or on behalf of the *Chairman/Director General of (Name of Civil Aviation Administration)* when performing the Safety Oversight functions of the *XXXXXX* . The CTEs may wear the *XXXXXX* Inspector uniform while attending to inspection functions at airlines, airports or elsewhere, if so required and supplied by the *XXXXXX*.**
- d. instruct the CTEs to maintain strict confidentiality of information that is revealed or may come to their knowledge during the course of working with the *XXXXXX* under this Agreement. Except in situations where significant safety concerns exists, the CTEs will not disclose any such matter to the Programme Management, unless authorized by the *Chairman/ Director General of (Name of Civil Aviation Administration)***
- e. authorize the CTEs to respect and follow the established channels of communication within the *XXXXXX*, whilst providing technical assistance under this Agreement and follow normal channel of communications between the *XXXXXX* and COSCAP-SA, when providing services outside this Agreement .**
- f. not alter, suspend or cancel any work programmes that has been worked out in consultation with the *XXXXXX* in regard to providing services of the CTEs under this Agreement , unless for exceptional circumstances or reasons beyond the control of COSCAP-SA.**
- g. reserve the right of advising the *XXXXXX* in regard to all matters that exist or are likely to come under the general purview or mandate of COSCAP-SA or on matters that would directly affect the safety or security in civil aviation.**

h. not insist on any additional payment for the services to be rendered by the CTEs under this Agreement , provided such services are within the allotted share of technical assistance entitled by the **XXXXXX**.

(Name of Civil Aviation Administration) of (Member State) will;

a. obtain services or assign duties to the CTEs of COSCAP-SA only when they may be spared for such services or duties as deemed by the Programme Management, and with its written consent.

b. not hold any CTE personally responsible, institute legal action against or summon before any court of inquiry for any commission or omission connected with or incidental to any of the Safety Oversight activities or functions performed by him for or on behalf of the **XXXXXX**.

c. treat the CTEs whose services are made duly available to the **XXXXXX** by COSCAP- SA under this Agreement as part of the **XXXXXX** its technical staff when performing its Safety Oversight activities and accord due respect, status and protection as provided to its own staff in accordance with the **XXXXXX's** established rules, procedures and practices without discrimination whatsoever.

d. not require the CTEs to perform any duty or function which is against or not in conformity with the published civil aviation rules, regulations or procedures of (Member State) or written instructions issued by **Chairman/DGCA-XXXXXX** and not assign any duty/activity/function to the CTEs which compromise safety or is not consistent with the objectives or principles of either COSCAP-SA or **XXXXXX**.

- e. provide the CTEs with all facilities and services needed to perform the assigned duties and functions including the Inspector Handbooks, guidance materials, inspector credentials/airport access passes, uniforms, logbooks, stationeries, transport etc.***
- f. deal directly with the Programme Management of COSCAP-SA on all administrative matters connected with, arising out of or incidental to the implementation of the provisions in the Agreement .***
- g. absorb all costs, at home and/or abroad, (except the monthly salaries of CTEs) to be incurred for the implementation of all activities under this Agreement , for the performance of safety oversight duties/functions of the **XXXXXX**.***
- h. issue necessary instructions to the CTEs in writing in regard to the performance of tasks, activities or functions to be attended to by them for or on behalf of the **XXXXXX** prior to the execution of such tasks etc.***
- i. take full responsibility for the work, tasks or activities to be performed by the CTEs at the behest of the **XXXXXX**, for or on behalf of the **XXXXXX** and hold the COSCAP-SA, any of its staff or ICAO harmless, not-liable and/or not responsible against potential third party action arising out of such work, tasks or activities.***
- j. permit CTE s to disclose significant aviation safety concerns that may come across during their interactions with the **XXXXXX**, to the notice of the COSCAP-SA Programme Management.***
- k. extend the insurance cover that is applicable to the CAA inspectors to cover CTEs when performing the **XXXXXX** duties and functions.***

<i>Chairman/Director General of Civil Aviation Signature</i>	<i>Chairman COSCAP SA Signature</i>
<i>Name of Civil Aviation Administration of (Member State)</i>	<i>COSCAP – South Asia</i>