



Memorandum of understanding on cooperation in the field of general aviation

Between

the Civil Aviation Administration of China

And

the National Civil Aviation Agency of Brazil





WHEREAS the Civil Aviation Administration of China (CAAC) and the National Civil Aviation Agency of Brazil (“ANAC”), hereafter referred collectively as the “Participants” and individually as a “Participant”, share as a common objective the promotion and development of managerial, technical and operational cooperation in the fields of civil aviation;

NOTING that both sides have had fruitful and effective technical cooperation in civil aviation safety oversight over the past many years;

ATTACHING great importance to the China-Brazil relations in civil aviation safety oversight and their effective collaboration and desiring to strengthen and broaden friendly relations and mutual understanding between the respective aviation authorities and aviation-related institutions and organizations;

RECOGNIZING the similarity of both sides in the general aviation background, environment and challenges;

RECOGNIZING the interest of both sides in furthering exchanges and cooperation in the field of general aviation;

CONSIDERING that such exchanges and cooperation are essentially meant to promote safe, effective, efficient and sustainable development of general aviation within and between China and Brazil and to facilitate cooperation of both sides through exchanges of experiences and information sharing with a view to encouraging harmonization of standards.

THEREFORE, ANAC and the CAAC have decided to sign this Memorandum of Understanding (“MoU”), as a further step to enhance co-operation between Brazil and China in civil aviation, having a common interest in developing cooperation in general aviation and having reached the following understandings:

1. OBJECTIVE

1.1 This MoU establishes the terms and conditions under which CAAC and ANAC may expand and deepen technical cooperation, knowledge exchange and best practice in developing, modernizing, operating, or maintaining the civil aviation system of both Participants, as well as in the improvement and institutional strengthening.

1.2 For this purpose, both Participants undertake to make efforts to, subject to the availability of appropriated funds and necessary resources provide personnel and related services to carry out joint initiatives of mutual interest of cooperation covered by scope of

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2. SCOPE OF COOPERATION

2.1 Under this MoU, the Participants agree to undertake cooperation initiatives in order to enhance the safety of the civil aviation systems of both countries. The areas of cooperation might include, but are not limited to, general aviation, among others.

2.2 Furthermore, the Participants agree to undertake cooperation to enhance the mutual interests in other areas, such as institutional strengthening, training, human resources management, regulation of air transport, economic regulation, among others.

3. ACTIONS

3.1 The two sides intend to strengthen their future exchanges and cooperation on all the fields of general aviation including regulation, certification, operation, airport, etc. With this in mind, the two sides intend to have cooperation in the following ways:

- i. Analyze the challenge both authorities are facing in the booming development of general aviation;
- ii. Exchange and harmonize of policy and regulation in general aviation;
- iii. Exchange the experience in the revolution of general aviation;
- iv. Discuss about the solutions to main subjects either authority faces in general aviation;
- v. Exchange of data on development of general aviation, like the number of aircraft, airports, flight hours;
- vi. Appoint instructors to each other's training classes in general aviation;

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

4.1 All information exchanged and all techniques developed jointly as a result of this MoU are not be disclosed without the prior written permission of the other Participant.

4.2 The copyright on any documentation, software and/or manuals that already existed prior to the date of coming into effect of this MoU belongs to the Participant that developed such documentation, software and/or manuals.

4.3 Unless prior written approval is obtained, Participants will refrain from using, copying or disclosing such documents or such information, unless strictly necessary to meet the objectives of this MoU.

4.4 Without prejudice to and without limitation of any of the above, such documentation is to be returned to the copyright-holding Party immediately on expiry or termination of this MoU.

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5. FINANCIAL MATTERS

5.1 All activities conducted under this MoU, its Annexes and Appendices, are subject to the availability of funds, any necessary resources and personnel.

5.2 The cost of each activity (training fees, expertise, travel and accommodation expenses) will be agreed upon by ANAC and CAAC.

6. APPLICATION OF LAWS

6.1 All activities under this Memorandum shall be carried out in accordance with applicable domestic laws and regulations of the Participants.

7. RESOLUTION OF DIVERGENCES

7.1 Any divergence arising from the interpretation or the implementation of this Memorandum of Understanding will be settled amicably through consultation between the Participants.

8. AMENDMENTS

8.1 This MoU may be amended by mutual consent of the Participants. Such amendments will come into effect after an appropriate written agreement is signed by dully authorized representatives of both ANAC and CAAC.

9. EFFECTIVENESS AND DURATION

9.1 This Memorandum of Understanding will come into effect as from the date of its signing by the dully authorized authorities of both ANAC and CAAC and will remain valid for 04 (four) years.

9.2 This MoU may be renewed by written agreement signed by both Participants.

9.3 Either Participant may terminate this Memorandum or its annexes or appendices at any time by providing 30 (thirty) days notice in writing to the other Participant.

9.4 Participants recognize that the termination notice should not interfere with on-going or planned activities conducted in accordance with item 3 of this Memorandum Agreement, unless otherwise agreed upon by the Participants.

9.5 This Memorandum of Understanding does not create any rights or obligations under international law.

4
26



10. IMPLEMENTATION

10.1 The implementation, coordination and management of the actions, projects and areas of cooperation under the framework of this Memorandum shall be conducted by respective competent Departments of the Participants. From the side of ANAC, the actions shall be followed internally by its Office of International Affairs. In order to facilitate future communications between and among the above-mentioned Departments, the Participants further agree to designate the following focal points of contact:

National Civil Aviation Agency

Office for International Affairs
Setor Comercial Sul – Qd 09 – Lote C
Ed. Parque Cidade Corporate – Torre A, 3º Andar

Brasília – Distrito Federal
Telephone: +55 61 3314-4531
Endereço eletrônico: asint@anac.gov.br

Civil Aviation Administration of China

International Affairs Department
Dongsixidajie Street, Dongcheng District
Beijing, China

Yan Shiyu
Telephone: +86 10 64092351/1395
Email: sy_yan@caac.gov.cn

IN WITNESS WHEREOF, the undersigned have signed this MOU, done in duplicate at Brasilia on June 27, 2019 in the English Language.

**CIVIL AVIATION ADMINISTRATION OF
CHINA OF PEOPLE'S REPUBLIC OF
CHINA**

**NATIONAL CIVIL AVIATION AGENCY
OF THE FEDERATIVE REPUBLIC OF
BRAZIL**