



SOUTH AFRICAN



CIVIL AVIATION
AUTHORITY

MEMORANDUM OF CO-OPERATION

BETWEEN

**THE CIVIL AVIATION ADMINISTRATION OF CHINA
(CAAC)**

AND

**THE SOUTH AFRICAN CIVIL AVIATION AUTHORITY
(SACAA)**

Introduction

1. THE PARTIES

This Memorandum of Co-operation (“MoC”) is between:

- 1.1 The Civil Aviation Administration of China (hereinafter referred to as “CAAC”), located at 155 Dongsu Street West, Beijing 100710 China.
- 1.2 The South African Civil Aviation Authority (hereinafter referred to as “SACAA”), located at Ikhaya Lokundiza Building 1, 16 Treur Close, Waterfall Office Park, Bekker Street, Midrand.

The CAAC and SACAA may be referred to individually as the “Party” or collectively as the “Parties”.

2. PREAMBLE

Whereas the Republic of South Africa and the People’s Republic of China are Contracting States by virtue of being signatories to the Convention on International Civil Aviation signed in Chicago on the 7th of December 1944 and are members of the International Civil Aviation Organisation (ICAO) created by the Convention.

Whereas ICAO is the international body and a specialized agency of the United Nations with its main objectives, being the safe and orderly development of international civil aviation, the implementation and adoption of the principles of the Convention, the standards, recommended practices, and international procedures concerning personnel licensing, flight operations, airworthiness and any other matter connected with the safety, security and efficiency of air navigation.

WHEREAS the CAAC and the SACAA share as a common objective the promotion and development of managerial, technical and operational cooperation in the fields of civil aviation.



CONSIDERING the benefits which could be drawn from cooperation between CAAC and SACAA in the various fields of civil aviation.

THEREFORE, CAAC and SACAA have decided to sign this MoC, as a further step to enhance co-operation between the Parties in civil aviation, having reached the following understandings:

3. OBJECTIVE

- 3.1 This MoC establishes the terms and conditions under which CAAC and SACAA may expand and deepen technical cooperation, knowledge exchange and best practices in developing, modernizing, operating, or maintaining the civil aviation system of both Parties, as well as the improvement and institutional strengthening.
- 3.2 For this purpose, both Parties undertake to make efforts to, subject to the availability of appropriated funds and necessary resources, provide personnel and related services to carry out joint cooperation on initiatives of mutual interest covered by the scope of this MoC.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. MUTUAL COOPERATION AND ASSISTANCE

- 4.1 The Parties agree to enter into discussions, without prejudice, to identify potential areas of cooperation. An appropriate strategy and the level of cooperation for respective areas shall be decided on a case-by-case basis.
- 4.2 Potential areas of cooperation include, but are not limited to, the following:
- 1) Aviation safety;
 - 2) Airworthiness certification;
 - 3) Maintenance organizations approval;



- 4) Approval and monitoring of flight operations and crew members;
- 5) Aviation medical certification;
- 6) Aviation security;
- 7) Approval and monitoring of aviation training establishment;
- 8) Any other area(s) agreed to by the Parties.

4.3 For any area mentioned in 4.2, the detailed cooperation provisions could be developed by a Working Arrangement and incorporated as Annexes or Appendices to this MoC.

5. **COORDINATION**

5.1 Coordination meetings between CAAC and SACAA shall be held at twelve (12) months intervals from date of conclusion of this MoC, or otherwise as agreed to between the Parties at a mutually agreed venue or platform to discuss matters arising from respective Working Agreement mention in 4.3.

5.2 Each Party shall grant access to documentation relating to any area which is subject to an agreement upon request by the other Party, provided that such requested documents do not breach the provisions of data protection laws that apply in the jurisdiction of each Party. Such documents shall be translated into English if in any other language.

5.3 Each Party shall designate a focal point for purposes of this MoC. The focal point shall be responsible for coordination of agreed activities and will liaise with the other Party.

6. **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

6.1 All information exchanged and all techniques developed jointly as a result of this MoC shall not be disclosed without the prior written permission of the other Party.

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



6.3 Unless prior written approval is obtained, the Parties will refrain from using, copying or disclosing any shared documents or information, unless strictly necessary to meet the objectives of this MoC.

6.4 The above provisions of this clause shall be observed even if this MoC has expired or is terminated.

7. **FINANCIAL MATTERS**

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

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

8. **APPLICATION OF LAWS**

All activities under this MoC shall be carried out in accordance with applicable domestic laws and regulations of the Parties.

9. **EFFECTIVENESS AND DURATION**

9.1 This MoC will come into effect from the date of the last signing by the duly authorized representatives of CAAC or SACAA and will remain valid until terminated by the Parties in line with clause 12.

9.2 The Parties recognize that the termination notice issued in terms of this MoC should not interfere with on-going or planned activities conducted in accordance with Clause 3 of this MoC, unless otherwise agreed upon by the Parties.

9.3 This MoC does not create any rights or obligations under international law.



10. **DATA PROTECTION LAWS**

CAAC and SACAA shall put in place and maintain physical, technical and administrative safeguards to protect the data of both Parties against unauthorised access or use while it is accessible to or held by either Party.

11. **FORCE MAJEURE**

11.1 Neither Party shall be under any liability to the other by reason of non-performance or delay in performance of any obligation hereunder caused by *Force Majeure*, to the extent that non-performance or delay is attributable to such *Force Majeure* and only for the duration of the *Force Majeure* and the effect upon its ability to perform its obligations hereunder. Notification of a *Force Majeure* situation shall be sent to the other Party as soon as is reasonably possible in the circumstances.

11.2 As used herein, the term *Force Majeure* shall mean and include, but shall not be limited to, acts of God, explosion, fire, flood, perils of the sea or air, sabotage, accident, embargo, riot, civil commotion, war, or other hostilities, governmental or parliamentary acts, regulations or orders, or any other circumstance beyond the reasonable control of the Party so failing.

11.3 If a *Force Majeure* is of duration of more than sixty (60) days, each Party shall be entitled to terminate this MoC by written notice, without any additional liability to the other Party.

12. **ENTIRE AGREEMENT, VARIATION/AMENDMENT AND TERMINATION**

12.1 This MoC constitutes the entire agreement between the Parties and supersedes any discussions, representations or negotiations undertaken prior to the conclusion of this MoC which is not incorporated herein.



12.2 This MoC may be amended by mutual consent of the Parties. Such amendments will come into effect after an appropriate written agreement is signed by duly authorized representatives of both CAAC and SACAA.

12.3 Termination of this MoC shall be effective when the Party intending to terminate has given the other Party sixty (60) days' notice of termination.

13. CONTACT PERSON FOR IMPLEMENTATION

13.1 The designated office at SACAA and CAAC for the co-ordination and management of this MoC, and to whom all communications under it will be channeled is:

13.2 CAAC Focal Point:

Name: Zhu Xuefeng

Position: Director Assistant, Airworthiness Regulation & Standards Division, Aircraft Airworthiness Certification Department

E-mail address: xf_zhu@caac.gov.cn

Tel: +86 10 6409 2321

13.3 SACAA Focal Point:

Name: Pappie Maja

Position: Manager, Aviation Development & Stakeholder Relations

E-mail address: Majap@caa.co.za

Tel: +2783 451 2627



14. **DISPUTE RESOLUTION**

- 14.1 If either Party believes that the other Party is not complying with any of the terms of this MoC, that Party shall inform the other of its concerns and seek appropriate redress contained in this MoC.
- 14.2 Any dispute between the Parties arising out of the interpretation, application, or implementation of the provisions of this MoC, shall be settled amicably through consultations or negotiation between the Parties.

15. **CONFIDENTIALITY**

- 15.1 Parties shall not, during the subsistence of this MoC or at any time, thereafter, disclose to any person or otherwise make use of any confidential information which it has obtained or may obtain in the course of this MoC, relating to the other Party.
- 15.2 If a Party is not sure whether the information is confidential or not, it shall treat such information as confidential until otherwise directed by the other Party in writing.

16. **NON-ASSIGNMENT**

Neither Party may cede, assign, or transfer this MoC nor any part thereof to a third party without the prior written consent of the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Authorities, have signed this MoC in duplicate in the English language.

SIGNATORIES APPEAR ON THE FOLLOWING PAGE



For the Civil Aviation Administration of China

MR. HU ZHENJIANG

DEPUTY ADMINISTRATOR

(Duly authorised representative of CAAC)

Signature _____


Date _____
November 15, 2024


Signed in _____
Beijing, China

For the South African Civil Aviation Authority

MS. POPPY KHOZA

DIRECTOR OF CIVIL AVIATION

(Duly authorised representative of SACAA)

Signature _____


Date _____
November 15, 2024

Signed in _____
Beijing, China