

中国民用航空总局与加拿大交通部 民用航空安全技术合作谅解备忘录

认识到为确保使国际民用航空系统的运营的相容性得到改善，安全和效率得到提高，双方深化合作能带来益处，

中国民用航空总局与加拿大交通部，以下称“参与方”，

达成以下谅解：

一、参与方将在平等、互惠、互利的基础上在民用航空技术领域进行合作以实现本谅解备忘录的目标。

二、为实施本谅解备忘录参与方将在力所能及范围内尽最大可能合作制定政策和计划，更具体而言，参与方将努力实现：

（一）熟悉彼此的组织结构、法规、规章、标准、方法和程序；

（二）就培训标准、培训材料、课程大纲及特别培训安排和交流访问等交换信息；

（三）在双方同意的情况下，就涉及航空技术的项目、研究成果或出版物交换信息和资料；

（四）在双方感兴趣领域的研发项目进行协调；

（五）在其它双方可接受的其它民航技术领域进行合作。

三、本谅解备忘录将通过其附录及其附件（必要时）加以实施。经参与方双方书面同意，附录和附件可成为本谅解备忘录的一部分。

四（一）、每一参与方将指定一家机构或一位代表负责确定特定的合作方向，并确保与本谅解备忘录相关的交流是有效的。

四（二）、参与方代表或其指定的协调者将通过信函相互协商以确定合作活动及其它有关事宜。

四（三）、根据有关特定活动的附录中的规定建立项目联络。

四（四）、参与方的高级官员在必要时可以会晤，以讨论和审议与本谅解备忘录有关的政策和主要合作项目。

五、本谅解备忘录或其附录或相关附件可经参与方双方同意后加以修订或延续。对提供的服务或本谅解备忘录或其附录或附件的其它规定所做出的任何修改将通过参与方形成相应的书面修正案的方式予以明确。

六、如本谅解备忘录或其附录在解释或适用上存在任何分歧，参与方将协商解决，而且将不会提交给任何国际裁判所或第三方加以解决。

七（一）、本谅解备忘录将在签署之日起生效，并将在此后五年内有效。

七（二）、任一参与方可通过提前 60 天向另一方提供书面通知终止本谅解备忘录或任何有关附录或附件。终止任何单一附录或附件将不影响其在终止时按本谅解备忘录或其它附录或附件正在实施的特定活动。

本谅解备忘录于 2005 年 9 月 1 日在北京签署，一式两份，每份都用中文、英文和法文写成，每种文本同等作准。





**MEMORANDUM OF UNDERSTANDING CONCERNING TECHNICAL COOPERATION ON
CIVIL AVIATION SAFETY BETWEEN THE GENERAL ADMINISTRATION OF CIVIL
AVIATION OF CHINA AND THE DEPARTMENT OF TRANSPORT OF CANADA**

The GENERAL ADMINISTRATION OF CIVIL AVIATION OF CHINA and the DEPARTMENT OF TRANSPORT OF CANADA, hereinafter referred to as the "Participants",

Recognising the benefits accruable from an intensification of cooperation to assure improved compatibility and the enhancement of safety and efficiency in the operation of the international civil aviation system;

Have reached the following Understanding:

1. The Participants will cooperate in the technical fields of civil aviation on the basis of equality, reciprocity and mutual benefit to realize the objective of this Memorandum of Understanding.

2. The Participants will, to the maximum extent practical, cooperate in the development of policies and programs for the implementation of this Memorandum of Understanding and will more specifically strive to achieve:
 - (i) Familiarization of each other's organizational structures, statutes, regulations, standards, methods and procedures;

 - (ii) Exchanges of information on training standards, training materials, course outlines and special arrangements for training and exchange visits;

 - (iii) Exchanges, upon mutual consent of the Participants, of information and materials regarding programs, projects, research results or publications on aeronautical technical subjects;

 - (iv) Coordination of research and development programs related to areas of mutual interest;

 - (v) Cooperation in other mutually acceptable technical fields of civil aviation.

3. This Memorandum of Understanding will be implemented through Annexes and, where necessary, attachments thereto, which may form part of this Memorandum of Understanding upon mutual written consent of the Participants.

**SIGN
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4(a) Each Participant will designate an agency or a representative to be in charge of determining the particular direction of cooperation and for ensuring the effectiveness of exchanges in relation to this Memorandum of Understanding.

(b) The representatives or their designated coordinators will consult with each other through correspondence to define activities of cooperation and other related issues.

(c) Program liaison will be established as indicated in the Annexes for specific activities.

(d) Senior officers of the Participants may meet when necessary to discuss and review policies and major cooperation projects related to this Memorandum of Understanding.

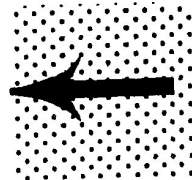
5. This Memorandum of Understanding or its Annexes or related attachments may be amended or extended by mutual consent of the Participants. Any changes in the services provided or other provisions of this Memorandum of Understanding or its Annexes or attachments will be formalized by an appropriate written amendment by the Participants.

6. Any disagreement regarding the interpretation or application of the Memorandum of Understanding or its Annexes will be resolved by consultation between the Participants and will not be referred to any international tribunal or a third party for settlement.

7(a) This Memorandum of Understanding will come into effect on the date of its signature, and will remain in effect for a period of five (5) years.

(b) Either Participant may terminate this Memorandum of Understanding or any related Annex or attachment by providing the other Participant sixty days prior written notice. The termination of any one Annex or attachment will not affect the specific activities that are being carried out pursuant to this Memorandum of Understanding or other Annexes or attachments at the time of termination.

SIGNED at *Beijing* on the *1st* day of September 2005, in duplicate in the English, French and Chinese languages, each version being equally valid.



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**FOR THE GENERAL ADMINISTRATION OF
CIVIL AVIATION OF CHINA**

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**FOR THE DEPARTMENT OF TRANSPORT
OF CANADA**