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MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CIVIL AVIATION AUTHORITY OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND**

AND

THE CIVIL AVIATION AUTHORITY OF SINGAPORE

The Civil Aviation Authority of Singapore ("CAAS") and the Civil Aviation Authority of the United Kingdom of Great Britain and Northern Ireland ("UK CAA") (hereinafter referred to as the "Participants" or an individual "Participant"),

Recognising the value of developing a framework to manage the robust technical cooperation under the bilateral arrangements between the UK CAA and CAAS;

Desiring to consolidate the various areas of co-operation between the UK CAA and CAAS;

Desiring to renew and reaffirm their relationship;

Noting that the co-operation of the UK CAA will, in relation to certain areas covered by this MoU, be limited to the extent that it has responsibility for that area under the UK system;

Recognising that a Bilateral Aviation Steering Committee would be a suitable framework to strategically guide the future of their robust bilateral technical co-operation;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

1 Purpose

The purpose of this Memorandum of Understanding ("MoU") is:

- 1.1 to facilitate co-operation in areas of mutual interest; and
- 1.2 to establish a Bilateral Aviation Steering Committee ("BASC") in order to develop and coordinate such co-operation.

2 Formation of the BASC

2.1 Role and objectives

The Participants will establish a BASC, whose role and objectives are to:

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- (a) build upon the close working relations between the Participants and strengthen and develop areas of cooperation and understanding;
- (b) review the progress of programmes, arrangements and initiatives established under the MoU;
- (c) explore, encourage and approve the establishment of new areas of programmes, arrangements and initiatives;
- (d) oversee the areas of co-operation and initiatives formed under this MoU; and
- (e) adopt an annual work plan for the implementation and review of any programmes, arrangements and initiatives arising.

2.2 Composition of BASC

The BASC will:

- (a) be co-chaired by the Chief Executive of the UK CAA and the Chief Executive of the CAAS (also known as "Director-General of Civil Aviation"), or any person acting in that capacity;
- (b) comprise of a number of appropriate permanent representatives at a director level from each Participant, and may include technical specialists and other officials to participate and contribute as non-permanent members;

2.3 Meetings of the BASC

- 2.3.1 The co-chairs of the BASC will meet at least annually, in person or virtually, with or without the other members of the BASC, to provide guidance and endorse co-operation initiatives.
- 2.3.2 The BASC may convene meetings from time to time, with or without the attendance of the co-chairs, in person or virtually, on particular areas of focus or to provide further specific guidance for the initiatives established under paragraph 2.1 under each work plan cycle, for follow-up by the Technical Sub-groups to be established pursuant to paragraph 3 of this MoU.

3 Technical Sub-Groups

- 3.1 The BASC will establish working groups to be known as "Technical Sub-Groups" to review the work progress of the co-operation initiatives.
- 3.2 The Technical Sub-Groups may meet as often as necessary, either in person or virtually, to discuss and advance the co-operation initiatives.

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- 3.3 A Technical Sub-Group will be jointly led by an appropriate representative from UK CAA and CAAS respectively.
- 3.4 The Technical Sub-Groups will oversee and supervise co-operation initiatives approved by the BASC, and report on their progress.
- 3.5 The Technical Sub-Groups will present the co-operation initiatives (including the objectives, deliverables and elements of each co-operation initiative) to the BASC for the BASC to approve before being undertaken.

4 Areas of Co-operation

- 4.1 The Participants will co-operate in accordance with paragraph 2.1 in areas which may include aviation safety, economic regulation, innovation, training, cybersecurity, operational implementation of public health measures for aviation, establishing channels for the exchange of information on any area subject to the Annexes to the Convention on International Civil Aviation, signed in Chicago on 7 December 1944, and any other related cooperative activity as endorsed by the BASC.

5 Supplementary Annexes and Variation

- 5.1 This MoU may be supplemented from time to time by Technical Arrangements or Supplemental Arrangements or Annexes on specific technical areas of co-operation.
- 5.2 The Participants may amend this MoU upon their mutual written consent.

6 Commencement and Termination

- 6.1 This MoU will come into effect on 1 January 2021 (the "Commencement Date").
- 6.2 This MoU may be terminated at any time by either Participant giving ninety (90) days' notice in writing to the other.
- 6.3 The Participants understand that such termination will also terminate all existing Technical Arrangements or Supplemental Arrangements or Annexes under this MoU.
- 6.4 Notwithstanding termination, the Authorities will continue to meet their commitments regarding the approval/certificates issued prior to the termination, which will remain valid subject to continued compliance with applicable laws and any applicable special conditions or supplements (as elaborated upon by relevant Technical Arrangements, Supplemental Arrangements or Annexes), aiming to minimise the impact to the approval/certificate holders.

7 Confidentiality

Subject to their respective legislation, the Participants will not disclose to the public any information received from each other under this MoU or its annexes which constitutes trade secrets, confidential information, or information that relates to an ongoing investigation (if applicable) and will take all reasonable precautions necessary to protect information received under this MoU from unauthorised disclosure and will do so for two (2) years after the expiration of the MoU.

8 Exclusion of liability

In no event will a Participant be liable to the other for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever whether or not foreseeable, resulting from, or arising in connection with the activities that are the subject of this MoU.

9 Costs and expenses

Neither Participant will impose fees and charges to the other for activities or services provided under this MoU or Annex (including work towards its implementation, amendment or expansion).

10 Consultations

Either Participant may request consultations with the other Participant on any matter related to this MoU.

11 Differences in Interpretation and Application

The Participants will resolve any differences regarding the interpretation or application of this MoU by consultation and negotiation.

12 General

12.1 Nothing in this MoU will be deemed to constitute a partnership between the Participants or constitute either Participant acting as agent for the other for any purpose and nothing herein will be constructed as granting either Participant the right to make commitments of any kind for or on behalf of the other Participant.

12.2 When this MoU comes into operation it will replace any current in force and applicable arrangement between Singapore and the EU as it relates to the UK.

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12.3 Nothing in this MoU is intended to create a binding legal agreement, or to supersede, prejudice or otherwise derogate from the respective laws and regulations, administrative practices or procedures, or administrative or adjudicative decision-making of either Participant. This MoU will not affect the rights and commitments of the Participants under any other international instrument.

13 Points of Contact

13.1 The Participants designate the following as their respective points of contact:

For CAAS:

Civil Aviation Authority of Singapore

International Relations Division

Singapore Changi Airport

P O Box 1

Singapore 918141

Telephone: +65 6542 1122

Email: qsm@caas.gov.sg

For the UK CAA:

Civil Aviation Authority

Safety & Airspace Regulation Group

Aviation House

Gatwick Airport South

West Sussex

RH6 0YR

UK

Telephone: +44 1293 573 848

Email: BilateralSafetyArrangements@caa.co.uk

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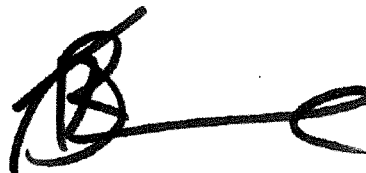
Signed by:



MR. KEVIN SHUM
CHIEF EXECUTIVE
for and on behalf of
CIVIL AVIATION AUTHORITY OF
SINGAPORE

Date: 18 Dec 2020.

Signed by:



RICHARD MORIARTY
CHIEF EXECUTIVE
of THE CIVIL AVIATION AUTHORITY
OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN
IRELAND

Date: 18 Dec 2020