



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

UK CAA AND AESA

WHEREAS the Civil Aviation Authority of the United Kingdom of Great Britain and Northern Ireland (UK CAA) and the Spanish Aviation Safety and Security Agency (AESA) of the Ministry of Transport, Mobility and Urban Agenda of the Kingdom of Spain are each engaged in oversight, development, and promotion of aviation safety and security;

WHEREAS UK CAA/CAAi and AESA/SENASA have a common interest in adding up their technical capabilities to contribute to improving international air transport safety and security;

RECOGNISING the value of developing a framework to manage the robust technical cooperation under the bilateral arrangements between the UK CAA/CAAi & AESA/SENASA;

DESIRING to further an already established relationship between UK CAA & AESA as fellow European Aviation Regulators, and consortium partners on certain outsourcing tasks for the European Union Aviation Safety Agency ("EASA");

PROMOTING cooperation through their affiliated entities, CAAi and SENASA as partners on International Cooperation projects and State Safety Partnerships;

DESIRING to consolidate the various areas of co-operation between the UK CAA/CAAi and AESA/SENASA;

DESIRING to renew and reaffirm their relationship;

NOW THEREFORE, the UK CAA and AESA, (collectively, the "Participants", and individually a "Participant") have reached the following understandings:

1.0 Purpose:

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

- 1.1 to facilitate co-operation in areas of mutual interest;
- 1.2 to exchange ideas, information, skills and techniques;
- 1.3 to promote the establishment of Technical Groups; and
- 1.4 to explore avenues for UK CAA/CAAi to partner with AESA/SENASA on International Technical Co-operation activities.



2.0 Areas of Co-operation

2.1 The Participants intend to co-operate in areas which may include, provided that is within their competence:

- Aviation safety
- Aviation security and Facilitation
- Cybersecurity
- Economic regulation
- Environmental
- Innovation
- Training
- International Technical Co-operation activities (including Twinnings or partnership agreements)
- Technical resource contingencies
- 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.

3.0 Technical Groups:

Cooperation among the Participants under this MoU is to be subject to the availability of funds and other necessary resources and to applicable domestic laws and regulations of the United Kingdom and the Kingdom of Spain.

Technical Groups may be formed to

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



4.0 Supplementary Annexes and Variation

4.1 This MoU may be supplemented from time to time by Technical Arrangements or Supplemental Arrangements or Annexes on specific technical areas of cooperation.

4.2 The Participants may amend this MoU upon their mutual written consent.

5.0 Commencement and Termination

5.1 This MoU will come into effect on the date of the last signature (the “Commencement Date”).

5.2 This MoU may be terminated at any time by either Participant giving ninety (90) days’ notice in writing to the other.

5.3 The Participants understand that such termination will also terminate all existing Technical Arrangements or Supplemental Arrangements or Annexes under this MoU unless otherwise agreed by both Participants.

6.0 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.

7.0 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.

8.0 Consultations

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

9.0 Differences in interpretation and application

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



10.0 General

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, nor is it subject to international law.

This MoU will not affect the rights and commitments of the Participants under any other international instrument.

11.0 Points of Contact

If to UK CAA:

UK CAA (Attention: Rob Olney)

3W Aviation House, Gatwick Airport South West Sussex
RH6 0YR, United Kingdom
Email: Rob.Olney@caa.co.uk

If to AESA

AESA (Attention: Eugenia Lloréns Beltrán de Heredia)

Paseo de la Castellana, 112
28046 Madrid, Spain
Email: ellorens@seguridadaerea.es

12.0 Signatory

IN WITNESS WHEREOF, the Participants hereto have caused this Memorandum of Understanding to be executed by their respective duly authorised representatives at the date of the last signature.

Signed in duplicate in the English and Spanish languages, both texts having equal validity.

Signed for UK CAA of the United Kingdom

Signed by: Ms. Maria N. Rueda
Title: International Operations & Development Director
Date:

Signed for AESA of the Kingdom of Spain

Signed by: Ms. Isabel Maestre Moreno
Title: Executive Director
Date: