

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CIVIL AVIATION AUTHORITY OF NEW ZEALAND
AND THE EUROPEAN UNION AVIATION SAFETY AGENCY
CONCERNING CIVIL AVIATION SAFETY AND ENVIRONMENTAL PROTECTION**

The Civil Aviation Authority of New Zealand (“CAA NZ”) and the European Union Aviation Safety Agency (EASA), hereinafter referred to as “the Participants” recall the importance and significant contribution of civil aviation to economic development and are mindful of the manifest practical utility and reciprocal benefits that can be obtained by further developing their cooperation.

The Participants have therefore decided to establish this Memorandum of Understanding (MOU), the aim of which is to strengthen and broaden their cooperation as per their Working Arrangement signed in 2007, which remains in force, by establishing additional mechanisms for the exchange of experience and technical knowledge in the field of civil aviation safety and environmental protection.

1. DEFINITIONS

(a) For the purposes of this MOU:

(i) *Safety information* means any information concerning aviation safety matters of mutual interest to the Participants, including mandatory occurrence reporting enforcement and compliance information, operational and technical reports, analysis on safety incidents and hazards, trend analysis and mitigation measures, safety plans, safety objectives/performance indicators, and systemic risks.

(ii) *Confidential information* means information that:

(A) is by its nature confidential;

(B) is marked, received or designated by either Participant as ‘confidential’, ‘commercial in confidence’, ‘in confidence’, ‘restricted’ or ‘protected’;

(C) is provided by either Participant in a confidential manner, with the expectation that it will not be disclosed, unless otherwise required by law;

(D) either Participant knows or ought to know is confidential; and

(E) is of a sensitive nature or commercially sensitive to either Participant.

2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for the Participants to promote and expand their cooperation in the field of civil aviation safety, through various mechanisms, to the mutual benefit of their respective jurisdictions.

3. AREAS OF COOPERATION

(a) The Participants may cooperate in the following areas:

- (i) Technical Arrangements;
- (ii) Sharing of Safety Information and Oversight Approaches;
- (iii) Regulatory policy and rulemaking activities;
- (iv) Sustainable aviation initiatives;
- (v) Training and skills development;
- (vi) International cooperation; and
- (vii) Other areas that may jointly be decided upon in writing.

(b) The Participants understand that proposed areas of cooperation are further described in Appendix A.

4. APPLICATION AND COORDINATION

- (a) The Participants will facilitate cooperation between civil aviation authorities through face-to-face meetings, site visits, videoconferences, and other means of communication, in order to coordinate, consult and cooperate on matters identified under this MOU.
- (b) Where appropriate and possible, the Participants will facilitate the participation of other organizations, academic and private sectors, as well as other levels of government, and support the interaction between the private and public sectors.
- (c) The Participants will jointly decide in writing their specific roles in any special project or joint initiative carried out under this MOU, including any financial arrangement and participation of any third party.
- (d) The Participants understand that their cooperation under this MOU will be subject to their respective national law.

5. FINANCIAL AND RESOURCE MATTERS

- (a) Each Participant will pay for its own costs incurred in the implementation of this MOU.
- (b) The Participants understand that all activities carried out under this MOU are subject to the availability of their respective resources.

6. EXCHANGE OF INFORMATION

- (a) The Participants understand that any confidential information exchanged during the activities carried out under this MOU will remain the exclusive property of the disclosing Participant.
- (b) The Participants will only use such information in relation to the activities conducted under this MOU.
- (c) The Participants will not make available any confidential information derived from the activities carried out under this MOU to a third party without prior written permission from the providing Participant, which may be withheld at the Participant's discretion.
- (d) The Participants will ensure information, including confidential information provided by the other Participants, is suitably protected from unauthorised access, disclosure or misuse.

- (e) The participants will clearly identify any confidential information exchanged under the MOU and take the appropriate measures to accordingly ensure it is safeguarded from disclosure.

7. DATA PROTECTION AND CONFIDENTIALITY

- (a) The Participants understand that the provision of information by a Participant to the other Participant does not change or in any way alter the intellectual property ownership of that information.
- (b) The Participant providing the information will ensure that the necessary licences and permissions from third parties, as the case may require, have been granted.
- (c) If a Participant reasonably requests the other Participant to correct, return or securely destroy shared information, the Participants will jointly decide and implement the most suitable method for doing so, while respecting their applicable law.

8. DIFFERENCES IN INTERPRETATION AND APPLICATION

- (a) The Participants will resolve any differences in the interpretation and implementation of this MOU through discussions between the designated representatives in the first instance. If the difference cannot be resolved the Participants may mutually consent to refer the difference to senior executive managers or the Executive Director of EASA and the Chief Executive and Director of Civil Aviation of CAA NZ.
- (b) If the difference cannot be resolved within 30 days after a Participant first notifies the other Participant, the Participants may jointly decide, in writing, to terminate this MOU on a specified date.

9. WORKING ARRANGEMENTS

Working arrangements relating to specific areas of cooperation may be developed by the Participants in addition to this MOU.

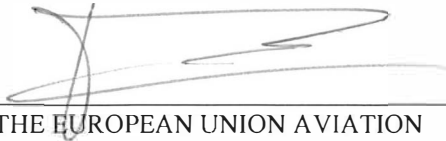
10. STATUS

This MOU is intended to be applied by both Participants in good faith. It is not legally binding and is not intended to create rights or obligations under international or domestic law. It does not have any financial implications on either side.

11. FINAL DISPOSITIONS

- (a) The cooperation under this MOU is to start on the date of its last signature by the Participants.
- (b) The cooperation under this MOU may be discontinued by either Side at any time by giving a written notification for that purpose with ninety (90) days' notice to the other Participant or upon mutual decision of the Participants.
- (c) The Participants, may by mutual consent, provide for the continuance of any special project or joint initiative despite the discontinuation of this MOU.

Signed in duplicate at... *Singapore*, on the *19th* day of *Feb* 2024



FOR THE EUROPEAN UNION AVIATION
SAFETY AGENCY



FOR THE CIVIL AVIATION AUTHORITY
OF NEW ZEALAND

Appendix A

PROPOSED AREAS FOR COOPERATION

Technical Arrangements

The Participants may jointly arrange for future exploratory and regulatory development work to be carried out in order to establish technical arrangements for enhanced regulatory cooperation.

Sharing of Safety Information and Oversight Approaches

- (i) The Participants may share safety information.
- (ii) The Participants will ensure that all information shared meets the confidentiality, privacy and disclosure limitations, in accordance with their respective laws and policies concerning the sharing of information.
- (iii) The Participants may collaborate on research and studies on aviation safety topics and issues of mutual interest to the Participants.
- (iv) The Participants may engage in exchanges related to the planning and conduct of safety oversight including experiences, information, best practices, and lessons learned.
- (v) A Participant may delay or decline to share safety information which is sensitive or that may infringe on third party intellectual property rights or prejudice ongoing investigations or judicial proceedings.

Regulatory policy and rulemaking

The Participants may collaborate on regulatory policy and rulemaking including joint research projects and study on topics in the domain of aviation safety and sustainability that are of mutual interest. These may include projects in the following areas:

- For the purpose of capability development, flight operations enhancement, and/or to have a better in-depth understanding of new approaches adopted by the International Civil Aviation Organisation (ICAO) and the industry in enhancing or promoting aviation safety and sustainability;
- Exchanges of views, best practices and experiences, as well as expertise and know-how, on the formulation and implementation of aviation safety policies, regulations, processes and procedures; and topics such as safety oversight, State Safety Programme, Safety Management Systems, high level safety plans and exchange of safety information; and
- Artificial intelligence, cybersecurity, emerging technologies, high altitude operations.

Sustainability

The Participants may collaborate on efforts that seek to improve sustainability within the aviation sector. This may include:

- Exchanges of views and experiences on how environmental considerations inform innovation; and
- Exploring the ways in which regulators can effectively work with the sector to assist its efforts to decarbonise, including on Sustainable Aviation Fuels.

Training and skills development

The Participants may collaborate on training and skills development where necessary. This may include:

- Exploring partnerships in aviation skills training, including the involvement of private sector institutions as appropriate;
- Initiating personnel exchange programmes and study visits in areas of mutual interest to the Participants; and
- Jointly conducting or hosting training and skills development events on aviation safety.

ICAO engagement

The Participants may collaborate on ICAO engagement activities where there are areas of common interest. This may include:

- Discussing positions on technical and administrative matters, and exploring opportunities to present a common position where appropriate;
- Sharing, co-sponsoring or co-authoring papers for ICAO fora; and
- Working collaboratively in preparations for ICAO fora, and during those fora.

Other areas

This may be jointly decided upon in writing by the Participants.