

**MEMORANDUM OF UNDERSTANDING
ON AVIATION SAFETY
BETWEEN
CIVIL AVIATION AUTHORITY OF NEW ZEALAND
AND
CIVIL AVIATION SAFETY AUTHORITY, AUSTRALIA**

Recognising their mutual interest in and the benefit of strengthening their relationship and cooperation to enhance aviation safety;

Mindful of the manifest practical utility and reciprocal benefits that can be obtained by leveraging the efforts of each other; and

Acknowledging the history of the close relationship between the governments and people of New Zealand and Australia,

The Civil Aviation Authority of New Zealand (“CAA”) and the Civil Aviation Safety Authority (“CASA”) of Australia (hereinafter together referred to as “the Parties”),

HAVE REACHED THE FOLLOWING UNDERSTANDING:

Article 1 – Areas of Co-operation

The Parties agree to enhance their relationship and cooperation in the following areas —

- a. Mutual Co-operation and Technical Assistance
 - (i) Sharing of technical expertise, in particular where the other authority lacks the knowledge, in order to conduct discrete activities on behalf of the other, which may include but not be limited to, witnessing tests, review of technical data, surveillance, documenting results and making recommendations to the other authority, subject to the availability of resources of the Parties and entering into individual arrangements for such tasks which would deal with cost recovery and cover liability issues.
 - (ii) Exchange programmes such as an inspector exchange programme, subject to the availability of resources of the Parties, and completion of any CAA or CASA exchange programme requirements.

b. Training and Knowledge Exchange

- (i) Collaboration on or joint development, organisation and/or conduct of training programmes on aviation safety, on topics such as safety oversight, flight operations, airworthiness, licensing, legislation and enforcement.
- (ii) Collaboration on or joint organisation and/or conduct of conferences, seminars, workshops, talks and other such activities on aviation safety topics, such as those mentioned in sub-paragraph (a)(i) above.

c. Sharing of Safety Information and on Aviation Safety

- (i) Subject to any legal obligations the Parties may have in relation to the protection of safety information, confidentiality or privacy, the Parties may share relevant safety information such as operational and technical incidents and hazards, trend analysis and mitigating measures.
- (ii) Regular dialogue or meetings between the Parties for sharing of information, knowledge and experiences on aviation safety as well as aviation safety-related developments of mutual interest to the Parties.
- (iii) Collaboration on research and studies on aviation safety topics and issues of mutual interest to the Parties.

d. Technical Arrangements

Subject to successful mutual technical confidence building exercises, develop technical arrangements to facilitate the issuance of approvals and certificates by either Party for the other Party's products and organisations, starting with airworthiness certification and maintenance and extending to other areas, as appropriate. Any such arrangements may require supportive legislative changes.

Article 2 – Implementation and Coordination

The implementation of this Memorandum of Understanding (MOU) and the coordination between the Parties will be detailed in Annexes to this MOU and Technical Arrangements, to be agreed to by the Parties, as appropriate.

Article 3 – Financial Matters

Unless otherwise agreed, each Party will bear its own costs for all matters under and related to this MOU.

Article 4 – Amendments

This MOU may be amended with the agreement of the Parties. The amendment(s) shall be formalised by an appropriate Supplementary MOU signed by duly authorised representatives of the Parties.

Article 5 – Resolution of Differences

In the spirit of co-operation and friendly relations, the Parties will resolve any differences that may arise, through appropriate consultation and no dispute arising under this MOU will be referred to any court, international tribunal or any third party for settlement.

Article 6 – Confidentiality

Neither Party will, at any time, disclose to each other, or any third party, any confidential information provided by the other party within the framework of this MOU without the prior written consent of the other Party. Any agreement to share information is also subject to privacy legislation in each State.

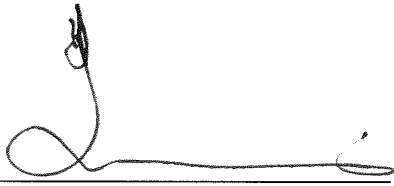
Confidential information is information that:

- a) is by its nature confidential;
- b) is marked by either Party as 'confidential', 'in confidence', restricted, or 'commercial in confidence';
- c) is provided by either Party or a third party 'in confidence'; or
- d) either Party knows or ought to know is confidential; or
- e) is of a sensitive nature or commercially sensitive to either Party.

Article 7 – Entry into Force and Termination

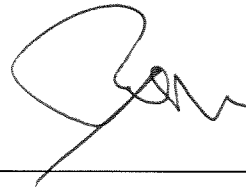
1. This MOU will enter into force on 26 March 2019 and will remain in effect unless it is terminated by either Party giving three months' prior written notice.
2. The Parties should take into account all programmes or arrangements which are ongoing at the time of the giving of notice and should endeavour to provide for their completion and/or satisfactory termination with the least possible disruption to either of the Parties.
3. The Parties may, by agreement, provide for the survival of any Technical Arrangement upon termination of this MOU.
4. This MOU replaces any previous MOUs entered into between the Parties.
5. This MOU is not legally binding on the Parties.

IN WITNESS WHEREOF, this MOU is signed, in duplicate, for and on behalf of the Parties by the undersigned, as their duly authorised representatives.



Graeme Harris
Director of Civil Aviation
Civil Aviation Authority of New Zealand
New Zealand

26 March 2019



Shane Carmody
Director of Aviation Safety
Civil Aviation Safety Authority
Australia

26 March 2019