

**MEMORANDUM OF UNDERSTANDING
ON AVIATION
BETWEEN**

**AVIATION ADMINISTRATION OF KAZAKHSTAN
AND
THE BOEING COMPANY
(BOEING COMMERCIAL AIRPLANES)**

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Aviation Administration of Kazakhstan (“AAK”) and The Boeing Company – Boeing Commercial Airplanes (“BCA”) (Individually the Party, hereinafter jointly referred to as the “Parties”);

Sharing a common purpose and goal in promoting the safe, orderly and sustainable development of international civil aviation;

Recognizing their mutual interest in, and the benefit of, strengthening their partnership and cooperation in enhancing aviation safety;

Have reached the following memorandum of understanding (“MOU”):

1. – Objectives and Scope

The Parties intend to enhance their partnership and cooperation in the following areas:

1. Opening of Direct flights between Kazakhstan and The United States of America
 - a. The parties intend to cooperate on a good will basis to support the opening of direct flights between Kazakhstan and The United States of America
 - b. BCA Regulatory Capability team will be conducting a gap assessment of AAK to gauge their effectiveness of meeting ICAO Standards and Recommended Practices as a regulator.
 - c. BCA will be using the FAA IASA (International Aviation Safety Assessment) checklist as the guide, which focuses on ICAO Annexes 1, 6, and 8, Personal Licensing, Operations and Airworthiness.
 - d. BCA will be making observations and recommendations on how best the AAK can improve their oversight capabilities with the eventual goal of passing an FAA IASA audit and obtaining FAA Category 1 status, allowing operators from Kazakhstan to conduct direct flights to The United States of America.
 - e. Both parties intend that BCA will assume the role strictly to advise, coach and guide the AAK through this process offering its expertise and experience having worked with several other countries on similar efforts.
 - f. BCA makes no promises nor commitments on the outcome of obtaining FAA Category 1 status. All actions required by the FAA will be the sole responsibility of the AAK. Any and all information shared during Boeing’s assessment will be handled with sensitivity and discretion and only shared within BCA on a need to know basis.

g. BCA is providing this consulting at no cost.

2. Training and Knowledge

a. Both parties are interested in training the talent in Kazakhstan for establishing a solid human resource base in the commercial aviation industry.

b. Both parties agree to jointly organize the BCA Airline Planning Workshop in Kazakhstan during the year of 2022 or as otherwise agreed to by the parties.

c. Both parties agree that Airlines, Civil Authorities and Airports will be the beneficiaries of such training provided during the planning workshop.

d. AAK will provide the venue for the planning workshop at its premises as well as key local logistic support.

e. BCA will be responsible to design the workshop content and provide the training during the planning workshop in Astana between November 14 and November 18, 2022.

f. If, after the first planning workshop, both parties agree that the training is effective, such training could be organized on a periodic basis in Kazakhstan.

g. BCA is providing the training during the Airline Planning Workshop at no cost.

3. Sustainability and Aviation

a. Both parties agree to explore potential areas of cooperation on sustainability such as but not limited to consulting and training.

b. Both parties agree to jointly organize a workshop on sustainability and related topics to be decided upon during the exploratory meetings, in the year 2023, with such date to be agreed by the Parties.

c. The workshop is intended to be organized in Astana, Kazakhstan.

2. – Communication

1. The Parties intend to meet on an annual basis to review the functioning of this MOU. Such meetings will be preferably held on the occasion of other events organized by either Party in order to optimize the use of resources.

2. Additional ad-hoc meetings may be organized when justified by the need to review the implementation of selected aspects of cooperation between the Parties, or to discuss technical issues of common interest.

3. As an alternative to face-to-face meetings, discussions via videoconferencing or other available communication facilities may be used.

4. All communications under this MOU will be conducted in the English language.

3. – Financial Matters

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

4. – Amendments

This MOU may be amended with the mutual consent of the Parties. Such Amendment(s) will be formalized by an appropriate supplementary agreement to this MOU and signed by the Parties.

5. – Resolution of Differences

The Parties will resolve any differences that may arise from the interpretation or implementation of this MOU through consultations in the spirit of cooperation and friendly relations.

6. – Confidentiality

Neither Party will, at any time, disclose to any third party any confidential information of the other Party which is acquired within the framework of this MOU without the prior written consent of the other Party.

7. – Entry into Effect and Termination

1. This MOU will come into effect on the date of its signing and will remain in effect unless terminated by either Party giving three months prior written notice to the other Party. When the signature process is performed by exchange of letters, the MOU will come into effect at the date of the last signature of the Parties' duly authorized representatives.

2. This MOU does not in any way affect prior contractual commitments between the Parties.

3. If this MOU is terminated in accordance with subparagraph (1) above, the Parties will consider all programs and arrangements which are on-going at the time

of the giving of notice and will endeavor to provide for their completion and/or satisfactory termination with the least possible disruption to the other Party.


4. This MOU is not intended to create any legally binding rights or obligations under the laws of the Republic of Kazakhstan, the United States of America, nor any other governing law. The MOU is not a legally binding agreement.

5. This MOU will be carried out subject to the availability of appropriate funds and personnel of the Parties.

Signed in Astana, in duplicate, in English language on 18th November 2022.

For the Aviation Administration of Kazakhstan

For Boeing Commercial Airplanes

By 

Mr. Catalin Radu
Director General
Aviation Administration of Kazakhstan

By 

Mr. Monte D. Frazier
Vice President
Sales & Marketing, Eurasia
Boeing Commercial Airplanes