

MEMORANDUM OF UNDERSTANDING

Between

Airports Council International Europe

together with

Airports Council International World

and

Aviation Administration of Kazakhstan

Airport Council International Europe (ACI EUROPE), with offices at 37-40 Boulevard du Regent, 1000, Brussels;

Airports Council International World (ACI World), with Head Office at 800 Rue du Square Victoria, Suite 1810, PO Box 302, Montreal, Quebec, H4Z 1G8, Canada,

Together hereinafter referred to as "ACI";

and

Aviation Administration of Kazakhstan, with office at Block C2.3, Mangilik Yel 55/15, 010000, Astana city, Republic of Kazakhstan;

Hereinafter jointly referred to as the "Parties" have reached the following mutual understandings:

ARTICLE 1

Objective and Scope

1.1 The objective of this Memorandum of Understanding (hereinafter - Memorandum) is to confirm a general framework for cooperation between the Parties, where ACI will provide a range of aerodrome related services and support to airports under the supervision of the Aviation Administration of Kazakhstan. Such cooperation is expected to extend to various fields of interest and will be reviewed and updated over time. The administrative details of each such specific collaboration will be set out in subsequent specific agreement separate to this Memorandum.

1.2 The Parties agree to cooperate in the following areas, but not limited to:

- Airport Customer experience, and more specifically the ACI Airport Service Quality (ASQ) list of airport tools and products;
- Global airport and industry training offered by ACI;
- Airport Carbon Accreditation;
- Policy and regulatory support related to airport management and airport development; Possible customized airport workshops, webinars or other events to be delivered either on site or online;
- Various airport assessments and Accreditations, such as health and safety, Accessibility or others;



Airport data management (ACI IHub interactive portal & Airport Industry Connectivity data).

ARTICLE 2

Copyright and Intellectual Property Rights

2.1 The Parties will collectively retain, claim and enforce all rights under the applicable copyright laws and regulations of international copyright conventions for the materials developed jointly. Each Party will individually retain, claim and enforce such rights for the materials it separately develops.

ARTICLE 3

Governance and Mutual Consultation

3.1 Parties will consult when needed on matters of common interest for the purpose of realizing the objectives of this Memorandum and coordinating actions for the successful implementation of any programme that falls under this Memorandum.

3.2 Each Party shall designate a point of contact responsible for the development and coordination of general activities and individual training programmes and courses to be carried out under this Memorandum.

ARTICLE 4

Duration, Termination and Modification

4.1 This Memorandum shall remain valid for an indefinite period, but may be terminated by one Party by written notice of the termination of the Memorandum to the other Party with a 30 days prior notice in writing.

4.2 In the event of termination, the necessary measures shall be taken by the Parties to ensure that such termination is not prejudicial to the orderly and cost-effective conclusion of ongoing projects undertaken within the framework of the Memorandum.

4.3 This Memorandum may be modified by mutual agreement of the Parties in writing.

ARTICLE 5

Dispute Resolution

5.1 Any difference, dispute or claim arising out of or relating to this Memorandum shall be resolved by direct negotiations between the Parties.



5.2 In no event will either Party be liable to the other for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever whether or not foreseeable, as a part to this Memorandum.

ARTICLE 6

ACI Governance

6.1 ACI is organized, structured and governed in a federal manner in order to encourage cooperation and the optimization of the resources at its disposal, with defined areas of responsibility and accountability for the respective and mutual responsibilities.

6.2 ACI World is responsible for liaison with other worldwide organizations and for worldwide policy and coordination between the members of ACI and provide the services under the item 1.2 under separate agreements (excluding Airport Carbon Accreditation and Airport Connectivity Data provided by ACI Europe)

6.3 ACI EUROPE is the primary interface with airports and all organisations, governments and other public authorities in the European Region, to which Kazakhstan belongs.

ARTICLE 7

Closing Provisions

6.1. This Memorandum is considered by the Parties solely as a declaration of intent and does not create legal, financial rights or obligations.

6.2. Each Party shall refrain from any action that may negatively affect the interests of the other Party, taking into account the terms and conditions of this Memorandum of Understanding and the principles of the AAK and ACI.

IN ACKNOWLEDGEMENT THEREOF, the Parties hereby sign this Memorandum, in duplicate, in the English language, this 02 day of 29, 2022.

For ACI EUROPE:

Mr. Olivier Jankovec
Director General

**For Aviation Administration of
Kazakhstan:**

Mr. Catalin Radu
General Director

For ACI World:

Mr. Luis Felipe de Oliveira
Director General