



Civil Aviation Authority of Singapore



A Division of the Civil Aviation Authority of Singapore

**MEMORANDUM OF UNDERSTANDING**  
**ON**  
**TRAINING COOPERATION**  
**BETWEEN**  
**CIVIL AVIATION AUTHORITY OF SINGAPORE**  
**AND**  
**THE AVIATION ADMINISTRATION OF KAZAKHSTAN JSC**

**19 FEBRUARY 2024**

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**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** on Training Cooperation ("**MOU**") is made on the 19th day of February 2024

BETWEEN

The **CIVIL AVIATION AUTHORITY OF SINGAPORE** ("**CAAS**"), a statutory body reconstituted under the Civil Aviation Authority of Singapore Act 2009, with its head office at 60 Airport Boulevard, Changi Airport Terminal 2 Level 4, Singapore 819643;

AND

The **Aviation Administration of Kazakhstan JSC** ("**AAK**"), an authorized civil aviation organization of the Republic of Kazakhstan empowered in accordance with the Law "On the use of airspace of the Republic of Kazakhstan and aviation activities", with its head office at 55/15 Mangylik El avenue Block C2.3, Astana, Kazakhstan 010000

(each a "**Party**" and together, the "**Parties**").

**WHEREAS:**

- (1) CAAS Singapore Aviation Academy ("**SAA**") is the training arm of CAAS, providing operational, management and leadership programmes to promote the sharing of knowledge and experiences for the advancement of international civil aviation.
- (2) AAK's mission is to implement civil aviation policies and to monitor compliance by natural and legal persons with the applicable legislation to ensure flight safety, aviation security and consumer protection.
- (3) The Parties, have a common interest in advancing aviation human resource development through training and building on their cordial aviation relations and cooperation between the Republic of Kazakhstan and Singapore.

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**NOW THEREFORE**, the Parties recognise the significant potential for fruitful further collaboration thereto and agree to cooperate, in accordance with the following understanding and arrangements.

### **ARTICLE 1 — PURPOSE OF MEMORANDUM OF UNDERSTANDING**

- (1) The purpose of this MOU is to establish the general working arrangements between the Parties, to facilitate training and professional development programmes delivered by SAA for AAK, and training cooperation between SAA and AAK in the areas outlined in Article 2, based on mutual agreement.
- (2) AAK shall facilitate training and professional development programmes delivered by SAA, and training cooperation between SAA and AAK in the areas outlined in Article 2, based on mutual agreement.
- (3) SAA-delivered and joint SAA-AAK training programmes and other activities shall primarily be targeted at the human resource capacity development of the Republic of Kazakhstan civil aviation sector, as well as the European civil aviation community.
- (4) For the avoidance of doubt, the Parties agree that each Party retains the right to explore, negotiate, and enter into agreements with other parties that may be similar in nature or scope to the cooperation outlined in this MOU.

### **ARTICLE 2 — AREAS OF TRAINING CO-OPERATION**

- (1) The Parties agree on the areas of training cooperation as follows:
  - (a) Training programmes delivered by SAA in the Republic of Kazakhstan, including customised training programmes, on mutually agreed terms and financial arrangements which may be targeted at civil aviation personnel from the Republic of Kazakhstan and Europe;
  - (b) Training programmes delivered by SAA in Singapore or virtually utilising fellowships under the Singapore Cooperation Programme and Singapore-ICAO Developing Countries Training Programme;
  - (c) Joint development and delivery of training programmes by the Parties, which may be delivered in the Republic of Kazakhstan, Europe, Singapore, or virtually; and
  - (d) Regular consultations on civil aviation training and exchange visits, to share knowledge and expertise in areas of mutual interest.
- (2) The Parties agree that terms of and the implementation details of any training programme(s) or activity(ies) shall be further agreed in supplemental arrangements/agreements to this MOU.

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**ARTICLE 3 — SAA DELIVERY OF TRAINING IN THE REPUBLIC OF KAZAKHSTAN OR VIRTUALLY, FACILITATED BY AAK**

- (1) SAA's delivery of training programmes in the Republic of Kazakhstan on a fee basis are to be hosted or facilitated by AAK, for civil aviation personnel from AAK, the Republic of Kazakhstan aviation sector and States in the European region with the scope, training and assessment methodology, duration, and target audience of each programme, as well as financial and other arrangements.
- (2) For delivery of each SAA programme in the Republic of Kazakhstan that is hosted or facilitated by AAK, AAK shall provide logistical support as follows:
  - (a) A Programme Coordinator responsible for the smooth implementation of all the programme arrangements, who shall serve as the main point of contact with SAA;
  - (b) Adequately sized and equipped training facilities (with air-conditioning and audio-visual presentation equipment);
  - (c) Meals and refreshments during the training periods for instructors and participants;
  - (d) Printing of training notes and materials based on master-copies provided by SAA, and provision of stationery and name tags, if necessary;
  - (e) Transport and access/clearance facilitation for any site visits, if required;
  - (f) Programme marketing with proper use of both Parties' logos to relevant civil aviation organisations and personnel;
  - (g) Trainee enrolment administration, fee collection, and remittance of applicable monies to SAA; and
  - (h) Any other arrangements necessary for the smooth implementation of the programme, such as simultaneous interpretation or translation services.
- (3) For delivery of each SAA programme in the Republic of Kazakhstan that is hosted or facilitated by AAK, SAA shall provide the following:
  - (a) Programme marketing with proper use of both Parties' logos to relevant civil aviation organisations and personnel;
  - (b) Development of training syllabus and materials;
  - (c) Deployment of instructor(s) to deliver the training in English;
  - (d) Award certificates to each trainee who has successfully completed a programme conducted by SAA; and

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- (e) End-of-programme evaluation and report in English.

### **ARTICLE 4 – CONFIDENTIALITY**

- (1) Each Party shall at all times keep confidential and shall ensure its officers, employees, consultants, professional advisers and any other persons acting for it keep confidential, any confidential information or documents in any form which may be acquired in the course of carrying out this MOU and shall not use or disclose such information or documents otherwise than for the sole purpose of performing its tasks under this MOU except with the written consent of the other Party or in accordance with the order of a court of competent jurisdiction.
- (2) The restriction in Article 4(1) does not apply to any information or document coming into the public domain by means other than by breach of the obligations contained in this MOU.
- (3) Save as required by law, neither Party is entitled to make or permit or authorise the making of any press release or other public statement or disclosure concerning this MOU without the prior written consent of the other Party.
- (4) The obligations under this Article shall survive termination of this MOU and continue without limit in point of time but cease to apply to any information or document coming into the public domain otherwise than by breach of the obligations contained in this MOU.

### **ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS**

- (1) Each Party shall respect and ensure that its officers, employees, consultants, professional advisers and any other persons acting for it, respect the intellectual property rights (including but not limited to patents, copyright and trademarks) of the other Party at all times.
- (2) The creation, ownership, licensing, or enforcement of intellectual property rights arising from or under any programme carried out under this MOU or supplemental arrangements/agreements shall be determined by mutual agreement of the Parties, except that this MOU does not affect any such rights existing before the commencement of such programme.
- (3) Neither Party is obliged to grant to the other Party rights in inventions, copyright material or technology that belong to it, because of work preceding or independent of this MOU.
- (4) To avoid doubt, the Parties' delivery of any programme or performance of any provision hereunder does not thereby transfer to the other Party or to any other person any copyright in any training materials provided by the Parties as part of the delivery of its programmes. No part of the materials may be used,

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circulated, quoted, or reproduced for distribution without the other Party's prior written permission.

- (5) Unless otherwise agreed to in writing, neither Party shall display, publish, reproduce, exploit nor otherwise use the symbols, logos, names, trademarks, or other identification or protected intellectual property of the other Party but each Party shall provide their respective logos for the marketing, certificates, materials and publicity of the training programmes to be delivered under this MOU only.

### **ARTICLE 6 – FINANCIAL MATTERS**

- (1) All payments of training programme fees by trainees shall be collected by the host Party who shall remit to the other Party its share of the fees, by way of telegraphic transfer at least one (1) week before the start of the programme for which such fees are paid;
- (2) the host Party shall bear any applicable banking fees for the telegraphic transfer of all programme fees.
- (3) The other Party's share of the programme fees shall be paid to the other Party in advance, prior to the commencement of the programme.
- (4) any trainee who is unable to attend a programme after payment (whether fully or partially) of the programme fees may nominate in writing (with the trainee's employer or sponsor's written consent if the payment is financed by the employer or sponsor) another person (who complies with registration requirements) to attend the programme in place of the trainee or request that the payment be credited towards the trainee's attendance of a future training programme;
- (5) Such nomination in writing has to be received by the Parties two (2) weeks prior to the commencement of the training programme;
- (6) In the event of non-payment by any trainee—
  - (a) the host Party shall send reminder letters every month to the organisation or individual for payment; and
  - (b) If there is a new request for training from that organisation or individual, the host Party of the new training programme shall advise that organisation or individual that due to outstanding payment, that trainee has been placed on the reserved list and that host Party's confirmation of acceptance may only be made if there is still an available slot in the new training programme after the Party has received the outstanding payment.

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### **ARTICLE 7 – COORDINATION AND MANAGEMENT**

- (1) The designated representatives for the general coordination and administration of all matters pertaining to this MOU are:
  - (a) Director, Singapore Aviation Academy  
Civil Aviation Authority of Singapore
  - (b) Director General, Aviation Administration of Kazakhstan JSC
- (2) Either Party may from time to time, by written notice to the other Party, designate a different representative to whom correspondences, notices or communications required under this MOU shall be addressed. Such a change shall take effect after fourteen (14) calendar days from the date of the receipt of the written notice by post from the other Party, unless the Parties otherwise agree in writing.

### **ARTICLE 8 – COMMENCEMENT AND TERMINATION**

- (1) This MOU shall commence on the date of the last signature appended below by the duly authorised representatives of the Parties and shall remain in effect until it is terminated in accordance with this Article.
- (2) This MOU may be terminated at any time by either Party without cause, and without any liability to pay compensation to the other Party, giving sixty (60) calendar days' notice in writing to the other Party provided that such termination shall not vitiate benefits and responsibilities already accrued under this MOU.
- (3) In terminating this MOU the Parties shall take into account all programmes or activities established pursuant to this MOU, which have been initiated or committed, or are on-going, at the time of the giving of notice and provide for their completion or otherwise satisfactory termination with the least possible disruption or loss to the Parties and the trainees.

### **ARTICLE 9 – DISPUTE RESOLUTION AND GOVERNING LAW**

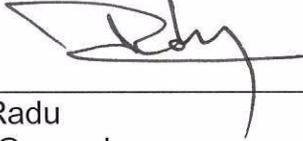
Any dispute regarding the interpretation of or application of or arising out of this MOU, shall be resolved by consultations between the Parties and not be referred to any court, tribunal or third party for settlement.

### **ARTICLE 10 – GENERAL**

The obligations under Articles 4 (Confidentiality), 5 (Intellectual Property Rights), 6 (Financial Matters) and 9 (Dispute Resolution and Governing Law) shall survive termination of this MOU and continue in force following the termination of this MOU.

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

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| <p><u>For</u><br/><u>Civil Aviation Authority of Singapore and</u><br/><u>Singapore Aviation Academy:</u></p>  | <p><u>For</u><br/><u>Aviation Administration of Kazakhstan</u><br/><u>JSC:</u></p>  |
| <p>Han Kok Juan<br/>Director-General of Civil Aviation<br/>Civil Aviation Authority of Singapore</p>  | <p>Catalin Radu<br/>Director General<br/>Aviation Administration of Kazakhstan<br/>JSC</p>  |
| <p>Date: 19/02/2024</p>   | <p>Date: 19.02.2024</p>   |