



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AVIATION ADMINISTRATION OF KAZAKHSTAN**

**AND**

**INTERNATIONAL AIR TRANSPORT ASSOCIATION**

**FOR**

**COLLABORATION IN AVIATION SAFETY, SECURITY AND PASSENGER SERVICE**

8 **NOVEMBER 2022**

This Memorandum of Understanding (hereinafter referred to as “**MoU**”) is made on \_\_\_\_ November 2022

**BETWEEN**

**International Air Transport Association**, an association incorporated by a Special act of the Parliament of Canada, with its head office at 800 Place Victoria, P O Box 113, Montreal, Quebec, Canada H4Z 1M1 (Hereinafter referred to as “**IATA**”)

and

**Aviation Administration of Kazakhstan** – with its head office at 55/15 Mangylik El avenue Block C2.3, Astana, Kazakhstan 010000 (Hereinafter referred to as “**AAK**”)

The Parties being referred to hereinafter as the “Party” or the “Parties”.

**RECITAL**

**WHEREAS** IATA is an association which represents and serves the airline industry. Its objectives include the promotion of safe, regular and economical air transport for the benefit of the peoples of the world, the fostering of air commerce and the provision of means for collaboration among the air transport enterprises engaged directly or indirectly in international air transport service.

**WHEREAS** AAK is an authorized civil aviation organization empowered in accordance with the Law "On the use of airspace of the Republic of Kazakhstan and aviation activities" to ensure the sustainable development of civil aviation industry of the Republic of Kazakhstan, flight safety and aviation security. .

**WHEREAS** Auditing is one of the essential pillars of the services offered by IATA to the aviation industry. The traditional development of policies, processes and procedures is complemented by thorough assessment of both the operational documentation structure and the consistent implementation of these policies, processes and procedures. IATA has introduced, promoted and managed several industry audit systems in particular the following two major programs: IATA Operational Safety Audit (IOSA), which also includes IATA Standard Safety Assessment (ISSA) and IATA Safety Audit for Ground Operations (ISAGO).

**WHEREAS** Both Parties agree to initiate discussion and collaboration under the terms of the present MoU to participate in audit undertakings in an observer capacity, and related activities for the common objectives to foster, ensure and enhance safety and security of air transportation.

**NOW, THEREFORE**, the Parties agree as follows:

**I. Objectives**

1. This MoU sets forth the provisions under which the Parties may propose to conduct cooperative projects, undertakings and associated activities in the various areas of civil aviation in particular with relation to IATA audit programs and safety oversight activities.
2. The Parties may develop Annexes detailing the areas of cooperation, cooperative projects, joint collaborations or undertakings. Once signed by the duly authorized representatives of each Party, such Annexes shall become an integral part of this MoU and shall be attached hereto.

3. The areas of cooperation, cooperative projects, joint collaborations, or undertakings, as they are subsequently developed and agreed between the Parties, may be described in Project Plans based on the provisions of this MoU and its Annexes, where relevant.

Nothing in this MoU shall operate or be deemed to operate as any legal obligation between the Parties.

## **II. Scope and Form of Cooperation**

1. The Parties will cooperate principally in the fields of aviation safety and aviation security. Cooperation may also take place in other areas of civil aviation as both Parties may decide.
2. Cooperation between the Parties may comprise of various types of activities, including but not limited to:
  - a) Sharing expertise and best practices in the area of safety, security and passenger service;
  - b) Exchange of information in accordance with specific program requirements;
  - c) Cross-participation in expertise enhancement training and workshop related projects and activities in the area of aviation safety and security; and
  - e) Participation in an observer capacity in audit and standards compliance assessments, related undertakings or activities.

## **III. Implementation**

1. The Designated Official within IATA, responsible for this MoU is:

Mr. Giancarlo Buono, Regional Director Operations, Safety and Security (Safety & Flight Operations), Europe .....

2. The Designated Official within AAK, General Director responsible for this MoU is:

Mr. Catalin Radu

3. The Designated Officials of the Parties perform functions as follows:
  - a) Developing schedules for cooperative activities;
  - b) Maintaining an overview of cooperative activities; and
  - c) Ensuring that shared information maintains its confidential and proprietary nature in accordance with the provisions under this MoU.
4. The Parties will maintain an Activity Log of all cooperative activities undertaken, Project Plans, and other documents exchanged under this MoU. Following the conclusion of each calendar year, they will together compile and agree on an executive summary of the activities accomplished during that year, and an Action Plan for the consecutive year.
5. The Designated Officials will meet at least once a year or as deemed necessary by both Parties.
6. If a Project Plan for an area of cooperation, joint collaboration or undertaking or cooperative activity is developed, it will contain:
  - a) A description of the area of cooperation, joint collaboration or undertaking or cooperative activity to be performed, including the expected outcome;
  - b) The respective Party's responsibilities, personnel and other resources required for its undertaking;
  - c) Its duration; and
  - d) An implementation Plan.



#### **IV. Liability**

Neither Party shall be responsible to the other for any claim for loss or damage, including third party loss or damage, or for loss of revenue, interest, consequential, incidental or special damages or additional cost which arises out of, or in connection with this MoU.

#### **V. Confidentiality**

1. The Parties will keep confidential all written and oral information exchanged in connection with this MoU, its annexes and logged activities, received from and on behalf of the other ("Confidential Information").
2. Either Party may disclose the Confidential Information to employees and possible external contributors on a need-to-know basis provided such external contributors are advised of the confidential nature of the Confidential Information and agree to be bound by the Articles of this MoU as if a party to it, subject to the relevant Parties retaining full liability for any breach by such persons.
3. The duty of confidentiality will not extend to any part of the Confidential Information which:
  - a) Is publicly known at the time of disclosure.
  - b) Is required to be disclosed pursuant to a legal, governmental or other regulatory authority or requirement.

#### **VI. Intellectual property**

1. The proprietary information which is explicitly disclosed as such ("Proprietary Information"), shall remain the exclusive property of the Party disclosing it, but, in any event, the Party disclosing Proprietary Information to the other Party grants also the right to use such Proprietary Information in the performance of the MoU. Under no circumstances will mere possession of the Proprietary Information be interpreted as conveying express or implied ownership or licensing of intellectual property rights in favour of the receiving Participant.
2. AAK acknowledges that IATA is and shall remain the sole and exclusive owner of all worldwide rights to the IATA programs and all the documentation published thereunder, including without limitation manuals, industry reports, educative materials, software, and other works of authorship, and all other intellectual property rights relating thereto, including all patents, trademarks and copyrights. AAK may access, view, retrieve, and print the safety information of the IATA programs for the specific purposes of this MoU, but it may not republish, sell, rent or otherwise sub-license, reproduce, duplicate, copy and exploit material, for commercial purposes or any other purpose not set out under this MoU, edit or otherwise modify any material, or redistribute material except for content specifically and expressly made available for redistribution as agreed in writing by IATA. IATA shall retain any and all rights to feedback provided during the course of this MoU, without any obligation or restriction based on intellectual property rights or otherwise, and any improvements, developments, modifications, enhancements brought to the IATA programs during the course of this MoU shall be the exclusive property of IATA and AAK irrevocably waives any rights, title and interest in regard to same.
3. The Parties shall promptly after the termination of this MoU, take all steps as is reasonably required to ensure the return of all Proprietary Information in each other's possession to the other Party.
4. Neither Party shall use or publish the name, logo or branding of the other Party or that attached to any product, service or feature that is proprietary to the other Party without its prior written consent.



## **VII. Financial Provisions**

Each Party shall bear the costs of its own personnel associated with any cooperative activity under this MoU, unless otherwise decided between the two Parties. Each Participant acknowledges and agrees that neither will receive any remuneration, commissions, fees, subsidies, incentives or payments of any kind from each other pursuant to this MoU.

## **VIII. No Warranty**

The information communicated by each Participant to the other shall be, to the best of its ability, accurate and reliable. Neither Participant however warrants, validates or expresses any opinion whatsoever as to the accuracy, origin, tracing, reliability of the sources, completeness and timeliness of such information and solutions proposed, and makes no representations, warranties or other assurances, express or implied, about the accuracy, sufficiency, relevance and validity of same. The information and solutions shared by either Participant is provided to the other Participant on an "AS IS", "WHERE IS" basis, and any warranty of merchantability, quality or fitness for a particular purpose is disclaimed. Each Participant shall make its own determination and inquiries as it deems necessary and suitable, and shall independently and without solely relying on the information reported by the other Participant, perform its own analysis and evaluation in regards to the nature and level of information it may require, based upon such information, analyses and expert advice deemed relevant and sufficient, and make its own determination and decisions pertaining to the subject matter.

## **IX. Privacy**

The term "**Personal Data**" refers to any information relating to an identified or identifiable individual, such as a name, an identification number or an online identifier, made available by one Participant to the other Participant, and "**Process**" or "**Processing**" refers to any operation performed on the Personal Data, including without limitation the collection, use, storage, disclosure or transmission.

Where Personal Data is communicated, each of the Participants agrees:

- (i) That it is responsible for complying with any obligations applying respectively to each of the Participants under applicable data privacy laws and regulations. A particular attention shall be given to the information of individuals and the respect and the exercise of their different rights on or in relation to their Personal Data.
- (ii) To refrain from requesting Personal Data beyond what is necessary to fulfil the purpose(s) for which it is requested, which purpose(s) for requesting Personal Data shall be specified and legitimate.
- (iii) To agree in advance as to the categories of Personal Data which are required to be made available pursuant to this MoU and monitor that they are complete, accurate and relevant having regard to the purpose for which they are processed.
- (iv) To adopt appropriate technological and organizational security measures in order to protect Personal Data, having regard to the level of risk.
- (v) That Personal Data will only be processed to fulfil the purposes(s) for which it was made available.
- (vi) To ensure that any third party to whom Personal Data is transferred is bound by the same level of protection defined in the present MoU.
- (vii) To respect any applicable legal requirements regarding cross-border transfers.
- (viii) To reasonably co-operate with the other in connection with its own compliance with the applicable data protection and privacy laws and
- (ix) To amend and update Personal Data upon receiving instructions to do so from the other Participant and/or directly from the individual.
- (x) To promptly return to the other or delete all Personal Data which is no longer necessary to fulfil the purpose for which it was made available, unless otherwise instructed by the other Participant, the relevant individual or required by law.
- (xi) The relationship between the Participants is one of independent controllers.

**X. Amendment**

This MoU and/or any of its Annexes may be amended by mutual consent between the Parties. The details of any such amendment will be noted in writing in a document signed by the Designated Official of each Party.

**XI. Resolution of Disputes**

Any Dispute that may arise regarding the interpretation or application of this MoU or its Annexes will be resolved by consultations between the Designated Officials of the Parties and will not be referred to any international tribunal, or court for settlement.

The failure to require the strict performance of any provision of this MoU shall not be interpreted as a waiver of a right or recourse. The conduct of business practices or of the business relations between the Participants shall not be deemed to modify the terms of this MoU. All recourses are cumulative.

**XII. Effective Date and Termination**

1. This MoU comes into effect on the date of signature and remains in effect until it is terminated in accordance with the provisions hereto.
2. Each Annex under this MoU comes into effect on the date of its signature.
3. This MoU or its Annexes maybe terminated at any time by either Party by providing sixty (60) days' notice in writing to the other Party. Termination of this MoU or its Annexes will not affect the arrangements between the Parties regarding the protection and confidentiality of shared information and data under this MoU. Termination of this MoU will also result in the termination of all its Annexes.

**XIII. Non-Binding**

This MoU is a non-binding statement of the Participants' mutual understanding of their proposed collaboration framework. The cooperation between the Parties is designed to be exploratory in nature and this MoU shall not be deemed or interpreted as to create any legal binding obligations upon the Parties or be construed as a promise to enter into a further agreement or arrangement between the Parties.

**XIV. Assignment**

The Participants acknowledge and agree that this MoU may not be assigned or transferred in whole or in part to any third party except with the prior written consent of the Participants, and that any such assignment or transfer of interest or task shall be null and void and with no effect.

**XV. Survival of Certain Provisions**

The provisions in this MoU regarding intellectual property rights, protection of personal data and privacy, confidentiality, warranties, liability and recourses shall survive the expiration of termination of this MoU.

**XVI. Independent Parties**

Nothing in this MoU, its Annexes or a Project Plan shall operate or deemed to operate as establishing or implying any partnership, agreement for the delivery of services, agency or joint venture relationship, or authorize a Participant to make representations on behalf of or otherwise commit or bind the other Participant in any way whatsoever.



**XVII. Public Announcements and Media**

Neither Party may issue a public news release or advertising containing verbal or written comment regarding this Memorandum without prior written authorization from the other Party. The Parties shall jointly agree on the form, substance, contents, media and timing of any public announcement or communication. This undertaking extends to the existence and purpose of this MoU.

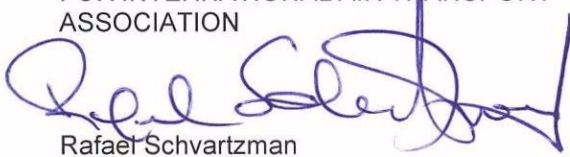
**XVIII. Authority**

Each Party accepts the provisions of this MoU, as indicated by the signatures below of their duly authorized representatives.

The MoU is signed in two counterparts in the English Language, each being equally authentic.

**IN WITNESS THEREOF**, each of the Parties hereto has caused this MoU to be executed by its duly authorized officers or representatives at the date hereinabove mentioned.

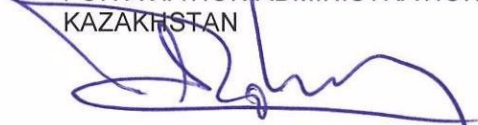
FOR INTERNATIONAL AIR TRANSPORT  
ASSOCIATION



Rafael Schwartzman  
Regional Vice President Europe

8 November 2022

FOR AVIATION ADMINISTRATION OF  
KAZAKHSTAN



CATALIN RADU  
DIRECTOR GENERAL

8 November 2022