

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (hereinafter referred to as "**MoU**") is made on 25<sup>th</sup> September 2019

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, Montréal, Québec, Canada H4Z 1M1, (hereinafter referred to as "IATA")

and

**Civil Aviation Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China**, 1 Tung Fai Road, Hong Kong International Airport, Lantau, Hong Kong, (hereinafter referred to as "CADHK")

(hereinafter referred to as the "Participant" or the "Participants").

### WHEREAS

#### I. Objectives

1. This MoU sets forth the provisions under which the Participants propose to conduct cooperative activities regarding civil aviation safety in particular with relation to IATA audit programs and safety oversight activities for the benefit of the industry.
2. Nothing in this MoU will operate or be deemed to operate as any legal organization or any legal obligation between the Participants.

#### II. Scope and Form of Cooperation

1. The Participants will cooperate principally in the fields of aviation safety. Such cooperation will be defined and confirmed by both Participants on a case-by-case basis.
2. Cooperation between the Participants may comprise of various types of activities, including but not limited to:
  - a) sharing expertise and best practices in the area of safety
  - b) exchange of information subject to applicable local and international rules and regulations as well as the applicable Government protocol, and in accordance with specific program requirements

Especially in IATA Operational Safety Audit (IOSA) program:

IOSA is one of the mechanisms to improve airline operational safety, enhance efficiency and complements Universal Safety Oversight Audit Programme (USOAP) through an assessment of air operators.

The objective is to enable CADHK to adjust the frequency, depth and/or focus of inspections and/or audits for airlines by recognizing and utilizing IOSA results.

CADHK may observe an IOSA audit and be provided with relevant information including IOSA Audit Report (IAR) in accordance with the IOSA program requirement.

IATA and CADHK may work together to consider means to uphold aviation safety, including the promotion of the IOSA program.

3. Neither Participant will 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.
4. The matters governed by and activities under this MoU will be conducted in a manner compatible with the Participants' respective laws and regulations, and within their respective competence. For greater certainty, the competence of a Participant refers to such powers and functions that it may lawfully exercise on its own.

### **III. Confidentiality**

1. The Participants will keep confidential all written and oral information exchanged in connection with this MoU received from and on behalf of the other ("Confidential Information").
2. The duty of confidentiality will not extend to any part of the Confidential Information which is publicly known at the time of disclosure.
3. The information, which is explicitly disclosed as such, will remain the exclusive property of the Participant disclosing it, but, in any event, the Participant disclosing proprietary information to the other Participant grants also the right to use such proprietary information in the performance of the MoU.
4. A Participant will not issue any public news release or advertising containing verbal or written comment regarding this MoU without prior written authorization from the other Participant.
5. Both Participants accept not to use any of the other Participant's name, corporate logo or any other trademark without prior written authorization of the other Participant.

### **IV. Financial Provisions**

Each Participant will bear the costs of its own personnel associated with any cooperative activity under this MoU, unless otherwise decided in writing between the two Participants.

### **V. Amendment**

This MoU and/or any of its Annexes may be amended by mutual consent between the Participants. The details of any such amendment will be noted in writing in a document signed by the designated official of each Participant.

**VI. Coming into Effect and Termination**

1. This MoU comes into effect on the date of signature.
2. Both Participants hereto acknowledge that no contractual relationship is created between them by this MoU, but decide to work together to achieve the objectives of this MoU.
3. This MoU may be terminated at any time by either Participant by providing sixty (60) days' notice in writing to the other Participant.

**VII. Authority**

1. Each Participant accepts the provisions of this MoU, as indicated by the signatures below of their duly authorized representatives.
2. The MoU is signed in two copies in the English Language, each being equally valid.

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

INTERNATIONAL AIR TRANSPORT  
ASSOCIATION



Alexandre de Juniac  
Director General & CEO  
International Air Transport Association

Date: 15/09/2019

CIVIL AVIATION DEPARTMENT OF THE  
GOVERNMENT OF THE HONG KONG  
SPECIAL ADMINISTRATIVE REGION OF  
THE PEOPLE'S REPUBLIC OF CHINA



Simon LI  
Director General  
Civil Aviation Department, Hong Kong SAR,  
China

Date: 25 Sept 2019