

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA)**

**AND**

**THE LATIN AMERICAN AND CARIBBEAN AIR TRANSPORT ASSOCIATION (ALTA)**

**ON**

**IMPROVING THE SAFETY STANDARDS IN LATIN AMERICA AND THE  
CARIBBEAN**

This Memorandum of Understanding (**MoU**) is made between:

**INTERNATIONAL AIR TRANSPORT ASSOCIATION**, with its head office located at 800 Place Victoria, P.O. Box 113, Montréal, Québec, Canada, H4Z 1M1 (**IATA**)

-and-

**THE LATIN AMERICAN AND CARIBBEAN AIR TRANSPORT ASSOCIATION**, with its head office located at office 23G, Costa del Este Financial Park, Costa del Este, Panama City, Panama (**ALTA**)

(referred to individually as the **Party** and collectively as the **Parties**)

The Parties have reached the following understanding:

## 1. OBJECTIVE

- 1.1. The objective of this MoU is to provide a framework for future cooperation between the Parties and to establish efficient communication procedures between the Parties with a view to improve and advance safety operational issues in air transport across Latin America and the Caribbean.

This cooperation is in addition to ALTA's support for IATA's efforts to improve the acceptance by governments of the IOSA Safety certification as one of the audits recognized by States that was executed on June 5, 2011.

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

## 2. SCOPE AND AREAS OF COOPERATION

- 2.1. Unless otherwise agreed in writing between the Parties, the areas of cooperation between the Parties under this MoU (the **Areas of Cooperation**) will be the following:

- 2.1.1. Collaboratively operate the IATA Standard Safety Assessment (ISSA) Program in accordance with terms specified in the Working Arrangements defined at a later date, following the execution of this MoU;

- 2.1.1.1. Resources – ALTA will have dedicated resources to the ISSA program.

- 2.1.1.2. IATA will support the training for the ALTA resource at its premises in Montréal. ALTA is responsible for associated travel and accommodation costs.

- 2.1.1.3. Roles and responsibilities of each Party will be governed by the Working Arrangements attached as Appendix 1 to this MoU.

- 2.1.2. Collaborating and sharing best practices on matters involving operational safety;

- 2.1.3. Joint efforts to raise awareness among airlines with regards to the importance of adopting safety standards such as ISSA.

- 2.2. The Parties acknowledge that the successful implementation of this MoU will be subject to the establishment of working arrangements specifying the mutually agreed conditions, mechanisms and procedures necessary to implement the exchange of information referred to in Sub-Article 2.3 (the **Working Arrangements**). The provisions of the Working Arrangements will be based on the terms and conditions of this MoU.

- 2.3. The Working Arrangements will contain:



- 2.3.1. The proposed project title "IATA-ALTA ISSA Cooperation"
- 2.3.2. A description of the activity to be performed, including the expected outcome;
- 2.3.3. The role and responsibilities (personnel and other resources required for its undertaking), including champions for each specific task and expected outcome;
- 2.3.4. Operating protocols;
- 2.3.5. Duration;
- 2.3.6. Assigned region(s);
- 2.3.7. Coverage of costs and sharing of revenues;
- 2.3.8. The authorship and intellectual property rights;
- 2.3.9. An annual list of potential candidate airlines;
- 2.3.10. Yearly audit targets;
- 2.3.11. Other specifications as necessary.

### 3. COORDINATION GROUP

- 3.1. The Parties will establish a coordination group composed of subject matter experts from each Party (the **Coordination Group**). The Coordination Group will be responsible for the effective implementation of this MoU including, without limitation:
  - 3.1.1. developing schedules for activities related to the Areas of Cooperation (the **Activities**);
  - 3.1.2. maintaining an overview of implementation of the Activities;
  - 3.1.3. ensuring that information and documents are shared and their confidentiality is maintained according to the provisions of Article 7 of this MoU;
  - 3.1.4. ensuring the protection of intellectual property rights as set forth in Article 6;
- 3.2. The Coordination Group will meet when necessary, either in person or via teleconference, to review the implementation of this MoU and will operate on the basis of consensus between the Parties.

### 4. FINANCIAL PROVISIONS

- 4.1. Each Party will bear the costs associated with the participation of its own personnel in the Activities and Working Arrangements, unless otherwise decided between the Parties. The Parties will bear their respective travel and any other expenses necessary to carry out any of the Activities, unless otherwise decided between the Parties.

### 5. PRIVILEGE AND IMMUNITIES

- 5.1. Nothing in this MoU constitutes an express or implied waiver by any Party of its privileges and immunities.

### 6. INTELLECTUAL PROPERTY RIGHTS & BRANDING

- 6.1. Ownership, title to and interest in all documents and material produced, written, developed or created by IATA that is contributed pursuant to or within the context of this MoU, and specifically the ISSA Program (the **Material**) shall remain with IATA from the moment of its creation. ALTA agrees not to republish, sell, rent, or otherwise sub-license, reproduce, duplicate, disclose, copy, exploit, edit or otherwise modify any Material for any other purpose than for which it was intended (including any commercial purpose).
- 6.2. For the purposes of this Article 6, "intellectual property rights" means all copyright and all rights in relation to the ISSA Program, including any inventions, patents, patent applications, registered and unregistered trademarks (including service marks), registered and unregistered designs,



data, algorithms, trade secrets, software and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic field.

With the MoU the Parties agree to a **co-marketed** ISSA Program.

- 6.3. The scope of this MoU includes, but is not limited to sharing of information related to the Areas of Cooperation.

## 7. CONFIDENTIALITY

- 7.1. The Parties will take measures, if necessary, to ensure the appropriate confidentiality of the information received under this MoU.
- 7.2. Subject to applicable laws and regulations, the receiving Party undertakes to treat in the strictest confidence and not to divulge to third parties any Confidential Information.
- 7.3. As used herein, Confidential Information means information or material proprietary to or treated as confidential by the disclosing Party, whether written, oral or in another tangible or intangible form, including but not limited to, information concerning the safety, business or sensitive commercial activities, operations, projects, technologies and affairs of the disclosing Party and/or its affiliates and subsidiaries that has been or may be disclosed to the other Party or Parties under this MoU. For the avoidance of doubt, Confidential Information does not include information which: (a) is or becomes publicly known or within the public domain without the receiving Party's breach of this MoU; (b) was known to the receiving Party prior to its receipt thereof from the disclosing Party; (c) has been or is lawfully obtained by the receiving Party from third parties without an obligation of confidence to the disclosing Party; (d) has been or is subsequently independently conceived or discovered by the receiving Party; (e) is approved for release by written authorisation of the disclosing Party; or (f) is required to be disclosed pursuant to a requirement of law or government agency, in which event the receiving Party will give prompt written notice to the disclosing Party of such requirement.
- 7.4. All Confidential Information is and shall remain exclusively the property of the disclosing Party and shall be returned immediately to the disclosing Party upon the termination of this MoU. For the avoidance of doubt, nothing in this Agreement grants the receiving Party of Confidential Information any express or implied intellectual property rights in the material or information provided by the Disclosing Party.
- 7.5. The Parties acknowledge that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that each Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## 8. LIABILITY

- 8.1. The Parties expressly acknowledge that this MoU constitutes a statement of the mutual intentions of the Parties with respect to its content and that:
- 8.1.1. except as set forth in Article 9.2, it does not create any obligations that are legally binding on either Party;
- 8.1.2. it does not create any rights in favour of any third parties, including without limitation, the members of the respective Parties;
- 8.1.3. it shall not be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties; and

8.1.4. for the avoidance of doubt and without limiting the above, this MoU does not in any way impose a commitment on the Parties to proceed with the execution of an agreement or the elaboration of a Working Arrangement.

8.2. Neither Party will be responsible to the other for any claim for loss or damage, including third party loss or damage, or loss of revenue, interest, consequential, incidental or special damages or additional cost which arise out of, or in connection with, this MoU, except if arising out of or, in connection with, Article 6 and Article 7.

## **9. RESOLUTION OF DISAGREEMENTS**

9.1. Except as set forth in Sub-Article 9.2, any dispute that may arise regarding the interpretation of application of this MoU will be resolved by consultations between the Parties. Except as otherwise set forth in Sub-Article 9.2, the Parties expressly acknowledge the non-binding nature of this MoU and, therefore, failure to resolve a disagreement as set forth in this Sub-Article 9.1, shall not allow a Party to refer any such disagreement to any national or international tribunal or third party for settlement.

9.2. The Parties agree that the provisions of Articles 6, 7, 8 and 9, and Sub-Article 10.4 of this MoU are legally binding and any dispute regarding the interpretation or enforcement of these provisions will be construed in accordance with the laws of the province of Québec and the federal laws of Canada applicable therein, excluding conflict of law provisions, and shall be referred to the courts of the province of Québec, Canada, if they cannot be resolved under the terms of Sub-Article 9.1 above.

## **10. TERM AND TERMINATION**

10.1. This MoU comes into effect on the date of the last signature of the Parties and remains in effect until terminated in accordance with Sub-Article 10.2 (the **Term**).

10.2. Any Party may terminate this MoU by providing three (3) months of written notice to the other Parties.

10.3. Following the termination of this MoU, all the information shared under this MoU will remain the sole property of IATA and will be destroyed or returned to IATA as agreed between the Parties, unless otherwise agreed in writing between the Parties.

10.4. Articles 6, 7, 8 and 9 shall survive termination of this MoU.

## **11. AMENDMENTS**

11.1. This MoU and any Working Arrangement may be amended by mutual consent of the Parties. The details of any such amendment will be noted in writing in a document signed by an authorized representative of each Party.

## **12. OTHER FORMS OF COOPERATION**

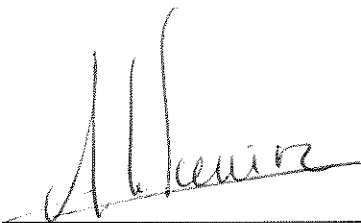
12.1. This MoU does not supersede, prejudice, or duplicate other forms of cooperation between the Parties, whether entered into bilaterally or multilaterally.

## **13. AUTHORITY**



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

13.2. This MoU may be signed in any number of counterparts by the Parties, each of which when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument.



**Alexandre de Juniac**  
Director General and CEO  
IATA

Date:

Place:



**Luis Felipe de Oliveira**  
Executive Director  
ALTA

Date:

Place:

