

**ADDENDUM
TO THE MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE LATIN AMERICAN CIVIL AVIATION
COMMISSION**

AND

**THE EUROPEAN CIVIL AVIATION
CONFERENCE**

DATED THIS 30th DAY OF OCTOBER 2008



AGREEMENT
BETWEEN
THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC)
AND
THE JOINT AVIATION AUTHORTIES TRAINING ORGANIZATION (JAA TO)

CONSIDERING the Memorandum of Understanding (MoU) between the Latin American Civil Aviation Commission (LACAC) and the European Civil Aviation Conference (ECAC) signed on 21st July of 1998 in Santiago, Chile;

CONSIDERING that under Article II, scope of Cooperation, training is specifically mentioned;

CONSIDERING that the JAA TO is an associated body of ECAC;

RESPECTING that LACAC and JAA TO are willing to develop their co-operation in the field of training in aviation safety matters under the framework of the MoU;

LACAC and JAA TO have agreed, as first step towards a growing cooperation between them, on the following :

Article 1 – Training

LACAC and JAA TO are willing to assist each other in organizing joint training courses in the field of aviation safety. LACAC and JAA are willing to jointly organize tailor-made training courses.

To achieve that goal, LACAC and JAA TO will endeavour, when mutually beneficial and to the extend possible, to combine and exchange training materials, resources and instructors.

Article 2 – Other Activities

LACAC and JAA TO are willing to organize joint activities for aviation safety training such as workshops, assistance and advisory consultations either in Hoofddorp (NL) or any other place agreed to between the Focal Points.

Article 3 – Focal Points

The details of joint training courses and other activities under this Agreement shall be agreed upon between the following Focal Points :

For LACAC : Mr. Marco Ospina, Secretary of LACAC, Av. Víctor Andrés Belaúnde 147, Edificio Real Cuatro, 3er Piso, Centro Empresarial Real, San Isidro, Lima, Perú or such other officer as may be designated by the Secretary of LACAC and communicated to JAA TO in writing.

For JAA TO : Mr. Joost Jonker, Director JAA TO, Saturnusstr. 40/44, 2132 HB Hoofddorp NL or such other officer as may be designated by the JAA TO Director and communicated to LACAC in writing.

Article 4 – Languages

All courses and activities in relation to the implementation of the Agreement will be conducted in English or Spanish.

Article 5 – Financing

Unless agreed otherwise, LACAC and JAA TO will each bear their respective costs with regard to work and activities to be done by them, in accordance with the tasks and arrangements identified and agreed upon between their Focal Points.

Article 6 – Information Sharing

LACAC and JAA TO will inform each other about any relevant developments in relation to this Agreement, especially in relation to new training courses that are available.
LACAC and JAA TO will each maintain a link to the other's website on their respective websites.

Article 7 – Confidentiality

Neither LACAC nor JAA TO shall disclose a confidential information of the other, including but not limited to software, training courses, training programmes, projects or other training materials, received in connection with this Agreement, to any person other than an employee, without the others written consent or unless required by laws with prior notice to the other.

Article 8 – Review and Amendment

LACAC and JAA TO agree, in order to review and improve cooperation, to meet at least once a year. The time and place of such meetings shall be agreed upon by the Focal Points.

Any amendment to this Agreement following from such review or otherwise shall be by mutual agreement and shall be formalized by an appropriate written agreement signed by the authorised signatories of LACAC and JAAS TO.

Article 9 – Termination

LACAC and JAA TO may terminate this Agreement upon giving sixty (60) day's written notice to the other.

In terminating this agreement, LACAC and JAA TO will take into account all programmes or activities established pursuant to this Agreement which have been initiated or committed or are on-going at the time of the given notice and will provide for their completion and/or otherwise satisfactory termination with the least possible disruption or loss to themselves and to the participants.

Article 10 – Enter into Force

This Agreement shall come into force on 30 October 2008.

This Agreement shall be read with and form an integral part of the MoU between LACAC and ECAC.

In the event of any conflict in interpretation or application of the terms of this Agreement and the MoU, the terms of the MoU shall prevail.

Done in two originals in the English and Spanish language.



JOSE HUEPE PÉREZ
PRESIDENT OF LACAC



LUIS FONSECA DE ALMEIDA
PRESIDENT OF ECAC

Santiago de Chile, Chile, 30 October 2008.