

Terms and Conditions for participation in the ICAO Assistance, Capacity-building and Training for Sustainable Aviation Fuels (ICAO ACT-SAF) Programme

1. Abbreviations and Definitions

1.1 In this document, unless the context otherwise requires, the following words or abbreviations shall have the corresponding meanings indicated below:

ACT-SAF	ICAO's Assistance, Capacity-building and Training for Sustainable Aviation Fuels Programme
ENV	ICAO's Office of Environment, a branch of the Air Transport Bureau (ATB)
ICAO	The International Civil Aviation Organization, with Headquarters at 999 Robert-Bourassa Boulevard, Montréal, Quebec, Canada, H3C 5H7.
Partner	An entity (State, Organization, or Institution) that has accepted the Terms and Conditions of the ACT-SAF in order to participate in the activities envisaged in the programme either as a supporting Entity or as a Requesting State.
Requesting State	A Partner State that requests or receives support under the ACT-SAF Programme
SAF	Sustainable Aviation Fuels
Supporting Entity	A Partner entity that provides resources for the ACT-SAF Programme
TCB	ICAO's Technical Cooperation Bureau

2. Introduction

2.1 Mitigating the environmental and climate effects of air transportation activities is one of the five strategic objectives of ICAO, in line with the policies of the United Nations system.

2.2 The use of SAF is one of the measures that can contribute significantly to ICAO's environmental and climate impact reduction goals. On this subject, and in the interest of ICAO's "No Country Left Behind" initiative, ICAO has established the ACT-SAF, a programme which aims at providing opportunities for States to develop their full potential in SAF development and deployment, in line with the 2050 ICAO Vision for SAF and the United Nations' three main pillars of sustainable development.

3. Objective

3.1 The present Terms and Conditions establish the framework for mutual understanding and cooperation between ICAO and the Partners for the development of and/or participation in the activities of the ACT-SAF Programme. These activities include but are not limited to:

- i) capacity building;
- ii) exchange of relevant information and best practices;
- iii) workshops and technical meetings;
- iv) consultancies (including feasibility studies);
- v) support for SAF-related aspects in national action plans; and
- vi) implementation of specific SAF projects between ICAO and the ACT-SAF Partners.

4. General Provisions

4.1 In accepting these Terms and Conditions, each Partner agrees to participate in the ACT-SAF Programme under ICAO's coordination. The funds and activities related to this programme will be administered by ICAO in accordance with applicable ICAO regulations, rules, policies, directives, procedures and practices.

4.2 The specific responsibilities of each Partner with regard to requests and contribution of resources for the development and/or implementation of activities shall be outlined in specific agreements.

4.3 ICAO and the Partners shall maintain close consultations in respect of all aspects of activities envisaged under the ACT-SAF programme to facilitate the achievement of the objectives described in paragraph 3.

4.4 Nothing in these Terms and Conditions shall constitute either ICAO or any of the Partners acting as an agent for the other for any purpose, and nothing herein shall be construed as granting either ICAO or any of the Partners the right to make commitments of any kind for or on behalf of the other.

4.5 The acceptance of these Terms and Conditions does not commit ICAO to the development or implementation of any specific activities with any of the Partners. The development and/or implementation of specific activities pursuant to requests from Requesting States shall be conditional upon the availability of sufficient resources provided to the ACT-SAF Programme by Supporting Entities or by the Requesting State itself. In case of lack of resources, or mismatch of resources with the requests, ICAO reserves the right not to develop or implement any activity requested by a Partner under the ACT-SAF Programme.

4.6 ICAO may publicize the activities developed or implemented with a Partner on the ACT-SAF platform, including on its public website.

5. Framework and roles of ICAO and Partners

5.1 ICAO will coordinate the participation of each Partner in the ACT-SAF programme. ENV will lead and coordinate the technical aspects of the work. ENV will be assisted by TCB on project management and implementation, as needed.

5.2 A Partner may participate as a Supporting Entity, or as a Requesting State, or both depending on the ACT-SAF activity concerned.

5.3 The scope of the activities to be developed and/or implemented under the ACT-SAF Programme will be defined by ICAO based on the resources made available for the Programme by Supporting Entities, and taking into account the needs expressed by Requesting States.

6. Settlement of Disputes

6.1 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions shall be settled amicably by mutual consultations and direct negotiations between ICAO and the concerned Partner(s).

7. ICAO Privileges and Immunities

7.1 Nothing in or relating to these Terms and Conditions shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which

may be enjoyed by ICAO, its officers, staff, assets and funds, either pursuant to the *Convention on the Privileges and Immunities of the Specialized Agencies*, 1947 or other applicable conventions, agreements, laws or decrees.

7.2 Each Partner shall indemnify, defend, and hold and save harmless, ICAO and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses, and liability of any kind or nature brought against ICAO and resulting from, or arising in connection with these Terms and Conditions, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments, and damages. For the avoidance of doubt, the Partner shall be obligated, at its sole expense, to defend ICAO and its officials, agents, and employees, regardless of whether the suits, proceedings, claims, and demands in question actually give rise to or otherwise result in any loss or liability.

7.3 ICAO shall advise the Partner about any such suits, proceedings, claims, demands, losses, or liability within a reasonable period of time after having received actual notice thereof. ICAO shall have control over any assertion or defense of the privileges and immunities of ICAO or any matter relating thereto. ICAO shall have the right to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing and shall also be indemnified, held, and saved harmless by the Partner for such litigation costs and expenses and attorney's fees.

7.4 The obligation under this paragraph shall survive the termination or completion of activities developed and/or implemented under these Terms and Conditions, until any and all potential or outstanding suits, proceedings, claims or demands, as the case may be, have been completely finished.

8. Confidentiality

8.1 Each Partner agrees to observe and protect the confidentiality of documents, information and data of ICAO or other Partners marked as confidential and acquired within the framework of these Terms and Conditions.

8.2 Each Partner will continue to observe and protect confidentiality under this paragraph notwithstanding the discontinuation of these Terms and Conditions.

9. Entry into force and Termination

9.1 These Terms and Conditions will come into effect on the date the Partner has accepted them. It shall continue to be in force until the Partner withdraws from, or ICAO terminates, the ACT-SAF Programme in accordance with the provisions outlined below. The obligations assumed by the Parties under these Terms and Conditions shall survive the withdrawal from or termination of the ACT-SAF Programme to the extent necessary to permit the orderly finalization of activities and the settlement of any contractual obligations.

9.2 The Partner may withdraw from the ACT-SAF Programme by giving ICAO 60-days' notice in writing.

9.3 ICAO may terminate a Partner's participation in the ACT-SAF Programme at any time. ICAO may otherwise terminate the ACT-SAF Programme at any time and shall promptly inform all Partners of such termination.

10. Contact Person

10.1 The Partner designates the following Contact Person as its Focal Point for the ACT-SAF Programme:

Title: Ms.

Name: **Marcela Anselmi**

Position: **Head of International and Environmental Office**

E-mail: **asint@anac.gov.br**

Telephone number: + 55 61 3314-4296

Address: **SCS Qd. 09, Ed. Parque da Cidade Corporate, Torre A, 3rd floor.**

Brasília, Brazil - 70308-200

State/Organization/Institution: **Brazil, National Civil Aviation Agency**

10.2 The Partner shall keep ICAO duly informed of all measures which it adopts for the fulfilment of these Terms and Conditions or which may affect these Terms and Conditions.

11. Acceptance

11.1 IN WITNESS WHEREOF, the Partner hereto, acting through its duly authorized representative, has accepted these Terms and Conditions in the English language on the date indicated below.

For National Civil Aviation of Brazil

**For the International Civil Aviation
Organization
(ICAO)**

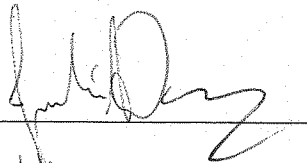
Name: Juliano Alcântara Noman

Name: Juan Carlos Salazar

Title: Director-President

Title: Secretary General

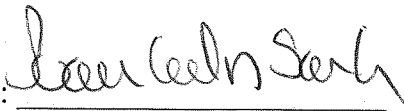
Signature: _____



Date: _____

October 4th, 2022

Signature: _____



Date: _____

October 4th, 2022