

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CIVIL AVIATION ADMINISTRATION OF CHINA  
AND  
THE NATIONAL CIVIL AVIATION AGENCY OF BRAZIL**

The Civil Aviation Administration of China (CAAC) and the National Civil Aviation Agency of Brazil (ANAC), in their responsibility for Civil Aviation in both countries, hereinafter referred to as "the Participants",

Recognizing the longstanding good civil aviation relations and close partnership ties between both countries, and

Acknowledging their mutual wish to deepen and expand bilateral cooperation in the field of civil aviation,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

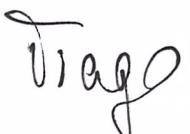
**Paragraph 1  
Aims of Cooperation**

The Participants consent to expand and deepen cooperation between both countries in the field of civil aviation on the basis of equality and mutual benefit.

**Paragraph 2  
Fields of Cooperation**

Areas of cooperation may focus on, but not limited to, the following:

- a. Certification of Flight Training Centers and Qualification of Flight Simulator Training Devices;
- b. Joint development of training courses;
- c. Safety Management;
- d. Sustainable development of aviation, including sustainable aviation fuels (SAF);
- e. Security and Cybersecurity;
- f. Facilitation;
- g. Exchange program for qualification of CAAC and ANAC personnel.



### **Paragraph 3 Implementation**

The executive bodies for the implementation of this Memorandum of Understanding are the Department of International Affairs of CAAC, on the one side, the International Affairs Department (GERI/SGM) of ANAC, on the other side. The executive bodies shall only take charge of the administrative affairs relating to the implementation of this Memorandum of Understanding, not the regular contact or coordination of cooperation initiatives and projects of various fields.

The point of contact for CAAC is Ms. Yu Man, Director of the 2<sup>nd</sup> Division of the Department of International Affairs, email: [yuman@caac.gov.cn](mailto:yuman@caac.gov.cn) and the point of contact for ANAC is Mr. Marcelo de Souza Carneiro Lima, Head of International Affairs, email: [marcelo.lima@anac.gov.br](mailto:marcelo.lima@anac.gov.br).

Contact persons for each and every specific cooperation initiative and project shall be identified in the later stage.

### **Paragraph 4 Forms of Cooperation**

The Participants will facilitate direct cooperation between governmental agencies of both China and Brazil in order to increase awareness of areas of mutual interest and to identify cooperation instruments to best advance the dialogue based upon mutual understanding, respect and benefit.

The Participants will also support interaction between the private sector and state owned companies of China and Brazil in order to stimulate mutual investment and other forms of economic cooperation, subject to the national laws and regulations of the Participants' countries.

The above mentioned cooperation may take, *inter alia*, the form of exchange of views and best practices, expertise and know-how; the provision of technical and managerial assistance; capacity building; joint projects and facilitation of cooperation between enterprises and/or organizations of both countries. Such cooperation will be subject to their respective national laws and specific rules,



regulations and guidelines.

### **Paragraph 5 Consultations and Coordination**

CAAC and ANAC may meet, in person or virtually, when both sides deem necessary to review the progress of activities jointly carried out under this Memorandum of Understanding. Such meetings will be held on an alternating basis in China or in Brazil, or in another jointly decided location, unless otherwise agreed between both sides.

### **Paragraph 6 Financial Provisions**

Each side will bear its own costs incurred when implementing the provisions of this Memorandum of Understanding unless otherwise jointly decided. All the activities under this Memorandum of Understanding will be subject to the availability of appropriate funds and personnel of each side.

### **Paragraph 7 Confidentiality of Information**

Confidential information exchanged between the Participants concerning the subject matter of this Memorandum of Understanding will not constitute a waiver of privilege and confidentiality.

Neither Participant will make available any confidential information, documents and data derived from the cooperative activities under this Memorandum of Understanding to a third party without prior written permission from the other Participant.

### **Paragraph 8 Amendment**

Amendment to this Memorandum of Understanding may be made at any time by mutual consent of the Participants through an Exchange of Letters.



### **Paragraph 9 Settlement of Disputes**

Any disputes between the Participants arising out of the interpretations and/or implementation of this Memorandum of Understanding will be settled amicably through negotiation or consultation between the Participants.

### **Paragraph 10 Coming into Effect, Duration and Termination**

This Memorandum of Understanding will come into effect on the date of signature and remain valid for an unidentified period. Each side will, however, have the right to terminate it by giving three-month advance written notice to the other side. The termination will not affect the implementation of on-going activities or projects which have been decided prior to the date of its termination, unless both sides decide otherwise.

### **Paragraph 11 Rights and Obligations**

This Memorandum of Understanding shall not create any rights or obligations under international law or law of either side.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

Signed in duplicate in Beijing, on the 22 of February 2024, in the English language.



Administrator of CAAC

Song Zhiyong



Tiago Sousa Pereira  
Acting Director-President of ANAC

Tiago Sousa Pereira