

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CIVIL AVIATION AUTHORITY OF SINGAPORE

AND

AGÊNCIA NACIONAL DE AVIAÇÃO CIVIL, BRAZIL

ON

PROMOTION OF CIVIL AVIATION SAFETY

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The CIVIL AVIATION AUTHORITY OF SINGAPORE, having its head office at Singapore Changi Airport, 4th level, Terminal 2, 60 Airport Boulevard, Singapore 819643 (hereinafter referred to “CAAS”), and

the AGÊNCIA NACIONAL DE AVIAÇÃO CIVIL, BRAZIL, having its head office at Setor Comercial Sul, Quadra 09, Lote C, Edifício Parque Cidade Corporate, Torre A 70308-200, Brasil (hereinafter referred to “ANAC”)

(hereinafter referred to collectively as the “Authorities” or individually as an “Authority”):

Considering the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944, to which the Government of the Republic of Singapore and the Federative Republic of Brazil are Parties;

Recognising that aviation safety co-operation will contribute to strengthening the safety oversight of their respective aviation industry, and the possible reduction of the economic burden imposed on the aviation industry;

Recognising the advantages of establishing areas of technical co-operation with a view to developing and promoting aviation safety relations;

Desiring to cooperate, and increase efficiency in matters relating to civil aviation safety on the basis of equality, reciprocity and mutual benefit; and

Noting their common objectives for the safe operations of civil aircraft;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

1 Objective

1.1 The purpose of this Memorandum of Understanding (hereinafter referred to “MOU”) is to facilitate the establishment of arrangements for mutual recognition and acceptance of approvals and certificates, exchange of information and technical expertise on aviation safety and co-operation



and assistance in all areas of aviation safety, to the mutual benefit of the Authorities.

1.2 The possible areas of co-operation and assistance may include, but are not limited to, the following areas:

- (a) approval and monitoring of the design of civil aeronautical products and articles, including environmental requirements;
- (b) approval and monitoring of the production of civil aeronautical products and articles;
- (c) approval and monitoring of the maintenance of civil aeronautical products and articles, including maintenance organisations;
- (d) testing of civil aeronautical products and articles;
- (e) continuing airworthiness of in-service aircraft;
- (f) qualification of Flight Simulator Training Devices;
- (g) joint development and conduct of training courses and programmes;
- (h) safety management, such as State Safety Programmes and Safety Management Systems; and
- (i) any other areas as may be agreed by the Authorities.

1.3 The cooperation between the Authorities may be in any form, including:

- (a) entering into technical arrangements for the mutual recognition of approvals and certificates issued by the Authorities;
- (b) regular dialogues between the Authorities on aviation safety as well as aviation safety-related developments of interest and concern;
- (c) performing activities on behalf or in support of each other upon request;
- (d) exchange of safety information including with respect to;
 - (i) flight operational data, airworthiness data and information on technical incidents of shared interest;
 - (ii) emerging safety hazards and mitigating measures;
 - (iii) safety trends;
 - (iv) State Safety Programme and Safety Management System implementation;

- (v) Voluntary Reporting Systems, and
- (vi) any other mutually agreed information and data.
- (e) joint provision of training, research or studies on aviation safety areas and issues of mutual interest to the Authorities;
- (f) exchange programmes such as secondment of personnel or expertise;
- (g) offer of scholarships or fellowships to participate in training programmes; and
- (h) other forms of civil aviation safety cooperation as the Authorities may jointly decide.

2 **Implementation**

- 2.1 The representatives of the designated offices identified in paragraph 3 may, subject to their respective internal approval processes, develop or revise a Technical Arrangement (hereinafter referred to as "TA") in the areas within their scope of competencies, as necessary to assure effective cooperation and assistance procedures.
- 2.2 Neither Authority will impose on the other Authority any costs, fees or charges in performing the activities under this MOU.

3 **Competent Authorities**

- 3.1 The Competent Authorities for the technical coordination and implementation of this MOU and its necessary implementation procedures are:
 - (a) For ANAC:
 - (i) Head of Department of Flight Standards (Superintendents de Padrões Operacionais - SPO) for the areas identified in paragraphs 1.2 (c) and (h);
 - (ii) Head of Department of Airworthiness (Superintendents de Aeronavegabilidade - SAR) for the areas identified in paragraphs 1.2 (a), (b), (d), (e) and (h);
 - (iii) Head of Department of Civil Aviation Personnel (superintendent de Pessoal da Aviação Civil - SPL) for the areas identified in paragraphs 1.2 (f) and (h);

- (iv) Head of Department of People Management (Superintendente de Gestão de Pessoas – SGP) for the area identified in paragraph 1.2 (g);
 - (v) Safety Office Advisor (Assessor de Segurança Operacional - ASSOP) for the area identified in paragraph 1.2 (h); and
 - (vi) Any person acting in the capacity of the office holder specified in paragraphs 3.1 (a) (i), (ii), (iii), (iv) or (v) above.
- (b) For CAAS:
- (i) Senior Director of Safety Regulation Group for the areas identified in paragraph 1.2 (g);
 - (ii) Director of Flight Standards Division for the areas identified in paragraphs 1.2 (a), (b), (c), (d), (e), (f) and (h);
 - (iii) Director of Safety Policy & Planning Division for the areas identified in paragraph 1.2 (h); and
 - (iv) Any person acting in the capacity of the office holder specified in paragraphs 3.1 (b) (i), (ii) or (iii) above.

4 **Confidentiality**

- 4.1 Subject to their respective applicable laws, the Authorities will not disclose to the public any information received from each other under this MOU which constitutes trade secrets, confidential information, or information that relates to an ongoing investigation and will take all reasonable precautions necessary to protect information received under this MOU from unauthorised disclosure.

5 **Differences in interpretation and application**

- 5.1 The Authorities will resolve any differences regarding the interpretation or application of this MOU by consultation and negotiation.
- 5.2 In the event of conflicting interpretations of standards that cannot be resolved by mutual agreement, the interpretation of the Authority that issued that standard or criteria will prevail.

6 **General**

- 6.1 Unless they jointly decide otherwise in writing, the Authorities will prepare and submit all correspondence and documentation under this MOU in the English language.
- 6.2 Nothing in this MOU will be deemed to constitute a partnership between the Authorities or constitute either Authority acting as agent for the other

for any purpose and nothing herein will be constructed as granting either Authority the right to make commitments of any kind for or on behalf of the other Authority.

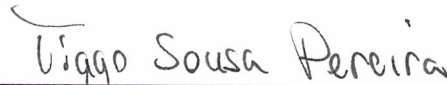
- 6.3 Nothing in this MOU is intended to create a binding legal agreement, or to supersede, prejudice or otherwise derogate from the respective laws and regulations, administrative practices or procedures, or administrative or adjudicative decision-making of either Authority. This MOU will not affect the rights and commitments of the Authorities under any other international instrument.

7 Commencement and Termination

- 7.1 This MOU will come into operation on the last date of signature by each Authority.
- 7.2 The Authorities may amend this MOU upon their mutual written consent. These amendments may include areas of cooperation additional to those listed in paragraph 1.2.
- 7.3 Either Authority may terminate this MOU by giving 90 days' written notice to the other Authority.
- 7.4 The Authorities understand that such termination will also terminate all existing TAs established under this MOU.
- 7.5 Notwithstanding a termination, the Authorities will continue to meet their commitments regarding the approvals or certificates issued prior to the termination, aiming to minimise the impact to the approval and certificate holders.

FOR THE CIVIL AVIATION
AUTHORITY OF SINGAPORE

FOR THE NATIONAL CIVIL
AVIATION AGENCY OF BRAZIL



HAN KOK JUAN
Director-General of Civil
Aviation

TIAGO SOUSA PEREIRA
Acting Director-President

REPUBLIC OF SINGAPORE

**FEDERATIVE REPUBLIC OF
BRAZIL**

Signed in Singapore
On 19 February 2024

Signed in Singapore
On 19 February 2024