

Memorandum of Understanding
between
the Department of Infrastructure, Regional Development
and Cities
and
the Civil Aviation Safety Authority
and
Airservices Australia

in relation to arrangements for Australia's participation in
the International Civil Aviation Organization
2018

1 THE PARTICIPANTS

- 1.1 The Participants to this Memorandum of Understanding (MOU) are:
- 1.1.1 The Department of Infrastructure, Regional Development and Cities (Infrastructure)
 - 1.1.2 The Civil Aviation Safety Authority (CASA)
 - 1.1.3 Airservices Australia (Airservices)

2 PURPOSE

- 2.1 The purpose of this MOU is to record arrangements between the Tripartite, a coordination body and lead on the management of International Civil Aviation Organization (ICAO) related matters.
- 2.2 The Tripartite agencies support and provide for the financial arrangements of Australia's representatives at ICAO in Montreal, Canada. However, should the current working arrangements change and another agency has a substantial increase to its workload and requires increased access to the Australian Government Permanent Mission to ICAO (the Australian Mission to ICAO) this arrangement will be reviewed.
- 2.3 This MOU sits alongside the Memorandum of Understanding of Australia's Agencies Involved in Civil and Defence Aviation which records arrangements for international and domestic aviation matters and engagement with ICAO, including correspondence, representation, whole of government policy positions and the sharing of information.
- 2.4 While this MOU is not legally binding, agencies will endeavor to perform their respective functions in a manner consistent with the organisational values and principles it embraces. A separate contract will detail arrangements to maintain the Australian Mission to ICAO (see Section 5.4).

3 MEETING MANAGEMENT AND REPORTING

- 3.1 Infrastructure is the lead agency in the Tripartite and will chair the regular management meetings.
- 3.2 The Secretariat for the Tripartite will be provided by Infrastructure and the minutes and action items will be distributed within a week of each meeting.
- 3.3 The Tripartite will nominally report through the Aviation Implementation Group (AIG) but may take matters through to the Aviation Policy Group when required.
- 3.4 The Tripartite will also participate in the Montreal Teleconference, held monthly and to accord with the Council sitting schedule, which includes Australia's Council Representative, Australia's Air Navigation Commissioner and the Department of Home Affairs. The Tripartite will also follow up on action items or issues arising from the Montreal Teleconference.
- 3.5 Infrastructure will produce a yearly meeting schedule prior to the commencement of the calendar year for both the Tripartite monthly meeting and the Montreal Teleconference.

4 AUSTRALIAN MISSION TO ICAO – APPOINTMENT OF OFFICERS

- 4.1 Australia's Permanent Representative to ICAO (and Council Representative) and Australia's Air Navigation Commissioner will be employed for the duration of their term as non-ongoing officers by Infrastructure under its Enterprise Agreement and Overseas Conditions of Service.
- 4.2 Infrastructure, CASA and Airservices will jointly undertake the selection process for Australia's Council Representative and Australia's Nominee to the Aviation Navigation Commission with

the understanding the selection committee will provide that recommendation to the delegate in Infrastructure for final endorsement.

- 4.3 Infrastructure will chair the panel and administer the recruitment process.
- 4.4 Duty statements, selection criteria and selection procedures will be drafted in consultation and agreed between Infrastructure, CASA and Airservices.
- 4.5 Australia's Council Representative is responsible for recruitment and management of Locally Engaged Staff (LES) in consultation with the Department of Foreign Affairs and Trade (DFAT) Ottawa post, as per Infrastructure's Service Level Agreement with DFAT for the provision of services including payments of salary to LES.

5 AUSTRALIAN MISSION TO ICAO EXPENSES AND OPERATING COSTS

- 5.1 Infrastructure will meet the payment of Australia's financial contribution (annual assessment) to ICAO as outlined in the Infrastructure Portfolio Budget Statement.
- 5.2 The funding of the full costs of maintaining the Australian presence at ICAO in Montreal (this includes office expenses, official hospitality, agreed salaries and allowances) will be shared between Infrastructure, Airservices and CASA (See Section 5.4).
- 5.3 Infrastructure will draft the projected budget in consultation with Airservices and CASA before obtaining AIG approval on the final projected budget. The draft budget will be provided to Airservices and CASA in May of the previous financial year.
- 5.4 In managing the financial arrangement between Tripartite agencies, Infrastructure will:
 - 5.4.1 Keep full accounting details of all ICAO related expenditure.
 - 5.4.2 Provide quarterly reconciliation reports to agencies for review.
 - 5.4.3 Generate an invoice to CASA and Airservices for their share of ICAO expenses once agreement has been reached. These invoices will be issued no later than one month following the close of a quarter.
 - 5.4.4 Infrastructure will also provide year to date expenses and projections to agencies and to the Australian Mission to ICAO quarterly to enable agencies and Australian Mission to ICAO to track expenditure.
- 5.5 Any additional expenses over \$5,000 will require a formal submission to be reviewed by Infrastructure, CASA and Airservices, with approval by AIG.
- 5.6 The Australia's Council Representative has the responsibility of managing all expenses in relation to the Australian Mission to ICAO with the exception of salaries and conditions which are overseen by Infrastructure in the case of the Council Representative and Air Navigation Commissioner, and DFAT in the case of LES.
- 5.7 In the event of an increase in access and duties for the Australian Mission to ICAO by another agency, the Tripartite may seek to recover the costs and consider revising Tripartite arrangements as noted in Section 2.2.

6 DURATION, VARIATIONS & DISPUTE RESOLUTION

- 6.1 This MOU will apply for 3 years from the date the first signature and may be extended, varied or terminated by exchange of letters between the agencies in the MOU.
- 6.2 In the absence of termination, this MOU will continue to apply.
- 6.3 The MOU is subject to annual review by the Tripartite at one of its monthly management meetings. Once finalised it will be referred to AIG for noting or resolution of issues if required.

- 6.4 In the event that any disagreements or disputes arise in respect to any of the provisions of this MOU, the parties acknowledge and agree that the dispute/disagreement will initially be referred to the Senior Executive Service Band 2 (or equivalent for non-public service agencies) of Infrastructure and the respective agencies. If the dispute is not resolved, the issue will be referred to the responsible Deputy Secretaries (or equivalent for non-public service agencies) of the respective agencies for resolution. If the dispute is not resolved at that level, the matter must be jointly raised with the Secretary of Infrastructure and the respective agency head.

7 SIGNATORIES

This MOU was agreed between:

Signature: _____ **Dr Steven Kennedy PSM**
Secretary of the Department of
Infrastructure, Regional Development and
Cities

Date:

Signature: _____ **Mr Shane Carmody**
Chief Executive Officer and Director of Civil
Aviation Safety Authority

Date:

Signature: _____ **Mr Jason Harfield**
Chief Executive Officer of Airservices
Australia

Date: