

MEMORANDUM OF UNDERSTANDING

(“MoU”)

BETWEEN

**THE NORTH EASTERN AFI / MID VSAT NETWORK
 (“NAFISAT”) STATES ON THE ONE HAND**

AND

**AIR TRAFFIC AND NAVIGATION SERVICES OF SOUTH
 AFRICA**

STATE OWNED COMPANY LIMITED (“ATNS”)

AND

**INTERNATIONAL AIR TRANSPORT ASSOCIATION
 (“IATA”) ON THE OTHER**

CONCERNING

THE PROVISION OF THE NAFISAT NETWORK

WHEREAS, the members of the NAFISAT States (“Member States”) comprising of the Direction de l’Aviation Civile et de la Météorologie of Djibouti, Egyptian Civil Aviation Authority, Eritrean Civil Aviation Authority, Ethiopian Civil Aviation Authority, Kenya Civil Aviation Authority, Libyan Civil Aviation Authority, General Authority of Civil Aviation - Kingdom of Saudi Arabia, Seychelles Civil Aviation Authority, Somalia Civil Aviation Authority, Sudan Civil Aviation Authority, South Sudan Civil Aviation Authority, Tanzania Civil Aviation Authority, Uganda Civil Aviation Authority and Yemen Civil Aviation and Meteorology Authority are desirous of ensuring the safety and efficiency of Air Transport Operations in the North Eastern part of the African Continent and the adjoining regions;

WHEREAS, members of the NAFISAT States recognize the improved reliability of aeronautical fixed service telecommunications network (AFTN) and air traffic services direct speech (ATS/DS) communications in the North Eastern part of the Africa-Indian Ocean (AFI) Region are interfacing with adjoining regions during the first phase of the NAFISAT network operation since 2007; and wish to continue with the services beyond 2022;

RECORDING that the thirteenth (13th) Meeting of the AFI Planning and Implementation Regional Planning Group (APIRG/13) held in Sal, Cape Verde in June 2001, through Conclusion 13/15 - *Extension of the Use of Satellite Technology* - recommended that the establishment of the North Eastern AFI VSAT Network (NAFISAT), should cover States such as: Chad, Djibouti, Eritrea, Ethiopia, Kenya, Somalia, Tanzania, Uganda, Democratic Republic of Congo, Seychelles in the AFI Region; Egypt, Libya, Saudi Arabia; Sudan and Yemen in the MID Region; and the interface with India;

RECORDING that the eleventh (11th) Meeting of the Mid-Air Navigation Planning and Implementation Regional Group (MIDANPIRG/11) Conclusion 11/55 - *Completion of the MID VSAT project* – recommended that following the successful implementation of Phase I of the MID VSAT project to avoid the proliferation of the VSAT networks, MID States requiring VSAT connections may join the NAFISAT network project and participate in its steering Group;

RECORDING that the meeting of NAFISAT Air Traffic Service providers held in Nairobi under the aegis of ICAO, from 6 to 7 July 2004, the providers mandated IATA and ATNS (hereinafter collectively referred to as “the Network Service Provider”) to provide, operate and manage the envisaged network;

NOTING that the Eighteenth (18th) Meeting of the APIRG (APIRG/18) held in Kampala in March 2012, commended the improvement in ATS/DS and AFTN services in the region and recommended States to put in place mechanisms for the future sustainability of the NAFISAT Network beyond 2015, under its Conclusion 18/27 - *Arrangements to Ensure Sustainability of NAFISAT And SADC VSAT/2 Networks*;

NOTING that the Nineteenth Meeting of the APIRG (APIRG/19) held in Dakar, Senegal in October 2013 commended the positive agreement reached by NAFISAT States, ATNS and IATA to maintain, upgrade and / or replace the network for the next seven (7) years, to support the continued and effective provision of air traffic management (ATM) services, pursuant to APIRG Conclusion 18/27 - *Arrangements to Ensure Sustainability of NAFISAT and SADC VSAT/2 Networks*”;

NOTING that the Fifteenth (15th) Meeting of the NAFISAT Supervisory Board agreed to the establishment of a Task Force, comprising Seychelles, Uganda and Saudi Arabia under the coordination of the Secretariat; to review and update the current MOU and its contents for the continuation of the NAFISAT network services beyond 2022.

WHEREAS, the International Civil Aviation Organization wishes to encourage the sustainability of the North Eastern AFI VSAT (NAFISAT) Network;

AGREEABLE to the opening of this Memorandum of Understanding (MoU) to States desiring to join the NAFISAT network;

NOW, THEREFORE, the NAFISAT States and IATA, and ATNS (collectively hereinafter referred to as “the Parties”) agree on the terms and conditions of the sustainability of the NAFISAT network as set out in this MoU as follows:

Article 1

Definitions

1. **NAFISAT Supervisory Board** is the entity entrusted to oversee management, improvement/ sustainability, maintenance, and operation of the NAFISAT network by the Network Service Provider.
2. **Network Service Provider** refers to the entity/entities as approved by the NAFISAT Supervisory Board to implement and operate NAFISAT network among the participating countries.
3. **Contributory bodies** refer to Task forces, charged with preparatory work on specific issues as assigned by the Supervisory Board.
4. **Services** mean the services rendered by the Network Service Provider in respect of the NAFISAT Network as set out in Article 2 and subject to the terms and conditions of this MoU.

Article 2

Objective

The objective of the NAFISAT network is to facilitate the provision of aeronautical telecommunication services by the Member States. The aeronautical telecommunications services to be supported by the Network, include:

- a) ATS Direct Speech (ATS/DS) and Voice over Internet Protocol (VoIP);
- b) Aeronautical fixed telecommunication network (AFTN), eventually offering smooth migration support to the aeronautical telecommunication network (ATN) applications, including ATS Message Handling System (AMHS) and ATS Inter-facility Data Communications (AIDC) / On-Line Data Interchange (OLDI);
- c) Computer-to-computer data exchanges between ATS flight data processing systems (FDPS);
- d) Operational meteorological data exchanges;
- e) Operational aeronautical information services exchanges;
- f) Aeronautical administrative support;
- g) Surveillance Data Exchanges;
- h) VHF Extended range; and
- i) Any other agreed aeronautical services based on ICAO Global Air Navigation Plan (GANP).

Article 3

Membership

1. Members of the NAFISAT network are Djibouti, Egypt, Eritrea, Ethiopia, Kenya, Libya, Saudi Arabia, Seychelles, Somalia, Sudan, South Sudan, Tanzania, Uganda and Yemen.
2. A State wishing to join the NAFISAT network shall apply to the Supervisory Board through the Secretariat and shall comply with this MoU. The NAFISAT Supervisory Board will consider the application in its meeting and at its sole discretion approve membership.

Article 4

Legal Responsibilities

1. In accordance with the Convention on International Civil Aviation, Article 28 (Air navigation facilities and standard systems), each Contracting State undertakes to provide, in its territory, airports, radio services, meteorological services and other air navigation facilities to facilitate international air navigation and adopt and put into operation the appropriate standard systems of communications procedure.
2. NAFISAT Member States, except for state (s) where network infrastructure is deployed by said states, are to comply with the resolution of the Fourteenth (14th) NAFISAT Supervisory Board Meeting by ensuring that the aeronautical information is published in terms of the agreed NAFISAT charges within their respective territories and mandate the payment by airspace users for the services.
3. None of the party shall be responsible to the other for any claim for loss or damage, including third party loss or damage, or for loss of revenue, interest, consequential, incidental or special damages or additional cost which arises out of, or in connection with this MoU.

Article 5

The Network Service Provider

1. The Member States agree to assign to the Network Service Provider (ATNS and IATA) the responsibility and authority to fund, upgrade, manage, operate and maintain the VSAT network on a cost recovery basis on behalf of the States with the approval of the Supervisory Board as set out in Article 6 below. The Network provider (ATNS) is entitled to 15% in year 1 and 2 and 15.5% from year 3 onwards; and IATA is entitled to 2% in years 1 and 2 and 2.5% from year 3 onwards, of the charges collected as network management fees annually.

2. The provision by the Network Service Provider of aeronautical telecommunications services under this MoU is a non-profit venture.
3. The Network Service Provider will provide the types and levels of services as agreed with the Member States as specified in the Service Level Agreement (SLA) signed between the individual States and the Network Service Provider. The network service level agreements (SLAs) include operational service parameters, service specific parameters, service degradation factor, and technology specific parameters.
4. The Terms of Reference of the Network Service Provider are provided in **Annex A** (Terms of Reference of the Network Service Provider) which forms an integral part of this MoU.

Article 6

NAFISAT Supervisory Board

1. There shall be a NAFISAT Supervisory Board constituting of representatives from each Member State, ATNS, IATA, and ICAO.
2. The mandate of the NAFISAT Supervisory Board is to take decisions with respect to the implementation and the financing of the NAFISAT network, including consultative mechanisms as agreed by the NAFISAT Board from time to time, and to oversee the operation of the network as well as the performance of the Network Service Provider.
3. The Terms of Reference of the NAFISAT Supervisory Board shall be as described in **Annex B** (Terms of Reference of the NAFISAT Supervisory Board) which forms an integral part of this MoU.

Article 7

Financial Management

1. Budget

- 1.1 The Network Service Provider shall annually review the approved budget in accordance with **Annex C** (Approved Budget Lines/Voted Items) which forms an integral part of this MoU and circulate electronic copies to Member States at least one month before the Supervisory Board meeting.

2. Collection of Charges and Cost Recovery

- 2.1. NAFISAT charges will apply only to international traffic. The Member States shall ensure that the necessary data of traffic movements in their respective FIRs is submitted to the Network Service Provider by the 5th of every month. The collection of such charges based on information provided by the Member States is assigned to the Network Service Provider.

- 2.2. The Member States and the Network Service Provider have agreed on the charges payable as set out in **Annex D** (“Charges Framework” and “Terms and Conditions” for the period 2022-2029) which forms an integral part of this MoU.
- 2.3. Subsequent to the determination and approval of the charges, the Member States will publish appropriate aeronautical information to inform the airspace users of the charges and that the same will be collected directly by the Network Service Provider.
- 2.4. The Network Service Provider shall be reimbursed their expenses as approved in the Budget by the Board from revenues collected from the users. This will be in accordance to the ICAO Manual of Air Navigation Services Economics (Doc 9161).
- 2.5. The operational and capital expenditure shall be recovered within a maximum of seven (7) years from the revenue earned from NAFISAT user charges.

3. Independent External Auditor

- 3.1. The Network Service Provider shall present annual report and audited financial statements by an independent external auditor to the NAFISAT Supervisory Board, in compliance with International Financial Reporting Standards (IFRS) as issued by International Accounting Standard Board (IASB). The annual reports and financial statements shall include the elements specified in **Annex E** (Financial Management and Reporting) which forms an integral part of this MoU.
- 3.2. The Supervisory Board shall be responsible for appointing Independent External Auditors for the NAFISAT network, as recommended by the Network Service Provider.
- 3.3. The term of the Independent External Auditor shall be renewed for a maximum of three terms subject to an annual performance review.

4. Financial Records and Bank Accounts:

- 4.1. The Network Service Provider shall maintain separate financial records and bank accounts for the NAFISAT Network that shall be subjected to external audit annually.
- 4.2. The financial year for the network shall be aligned to that of the Network Service Provider, which is 1st of April to 31st March of the following year.

5. Taxation, Government Levies and Privileges

- 5.1. The Member States are requested to continue facilitating the granting of exemptions from taxes and levies on behalf of the Network Service Provider.

Article 8

Training

1. The Network Service Provider shall train **one** ATSEP to level three (3) maintenance of the VSAT System from each Member State every year.
2. The training will be conducted at the Aviation Training Academy (ATA) in Johannesburg for three (3) weeks
3. The Network Service Provider shall provide OJT and capacity building during the Preventative Maintenance under ATNS ATSEP supervision
4. Should the Network Service Provider not be able to provide Face-to-Face training as per Clause 8 (1) above due to a force majeure event, then the Network Service Provider shall endeavor to deliver the theoretical concepts of the VSAT training virtually for a period not exceeding five (5) days per session.

Article 9

Amendments

This Memorandum of Understanding may be amended by unanimous agreement provided that the agreement and any amendment resulting shall be in writing and signed by all the States and the Network Service Provider.

Article 10

Dispute Resolution

1. Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of the present MoU, including its existence, validity or termination shall be settled amicably between the parties with a view of finding a satisfactory solution for all the Parties.
2. In the event that the Parties are unable to amicably resolve the dispute, such dispute shall be referred to arbitration to the International Civil Aviation Organization (ICAO).

Article 11

Transition

The Member States and the Network Service Provider will ensure seamless operations and implementation of services during transition period from the existing MoU to this MoU.

Article 12

Entry into force, duration and termination

1. This MoU shall enter into force on the 1st day of December 2022 or thirty (30) days after the date of last signature by the Member State whichever is earlier, for a period of seven (7) years (“the Term”) to 30th November 2029 unless earlier terminated as provided hereunder in this article.
2. In this period, network infrastructure management will be rolled out in two phases:
 - a. Phase I: Network life-extension - **2022-2024**
 - b. Phase II: Long-term Modernisation - **2025-2029**
3. The Term shall automatically expire unless extended for such other period by mutual written agreement of the Parties.
4. Not less than two (2) years to the expiry of the Term, the Supervisory Board shall convene a meeting to discuss renewal and terms under which the MoU will be extended or replaced.
5. The NAFISAT States and the Network Service Provider may, by unanimous agreement in writing, terminate this MoU.
6. By signing this Memorandum of Understanding, the NAFISAT States and the Network Service Provider collectively undertake to enter into these arrangements and abide by the principles stipulated herein.

Article 13

Force Majeure Event

1. For the purposes of this MOU, force majeure is any event which delays or prevents a Party from carrying out its obligations in terms of this MOU, including but not limited to any event such as a state of war, pandemic, sanctions, embargoes and acts of God (“**Force Majeure Event**”).
2. No Party shall be liable for any delay or failure to perform its obligations under this MOU if such failure or delay is due to any Force Majeure Event. A Party unable to fulfil its obligations shall immediately notify the other in writing of the reason for its failure to fulfil its obligations and the effect of such failure. In the meantime, such affected party shall take all reasonable steps to remedy or abate the effects of the Force Majeure Event.

3. If by reason of a Force Majeure Event a Party is unable to perform any obligation under this MOU for a period of one-hundred and twenty (120) days, the other Party may, by giving written notice to that Party, terminate this MOU. Such termination shall not prejudice the rights of either Party against the other in respect of any matter occurring under this MOU before termination.

4. The Network Service Provider shall not be liable for any delays occurring as a result of a Force Majeure Event.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have signed this Memorandum of Understanding.

Direction de l'Aviation Civile et de la Météorologie - République de Djibouti

Signature_____ Date_____

Name_____

Title_____

Address_____

Egyptian Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

Eritrean Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

Ethiopian Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

Kenya Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

Libyan Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

General Authority of Civil Aviation - Kingdom of Saudi Arabia

Signature_____ Date_____

Name_____

Title_____

Address_____

Seychelles Civil Aviation Authority

Signature _____ Date _____

Name _____

Title _____

Address _____

Somalia Civil Aviation Authority

Signature _____ Date _____

Name _____

Title _____

Address _____

Sudan Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

South Sudan Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

Tanzania Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

Uganda Civil Aviation Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

Yemen Civil Aviation and Meteorology Authority

Signature_____ Date_____

Name_____

Title_____

Address_____

The Air Traffic and Navigation Services Company Ltd. (ATNS)

Signature_____ Date_____

Name_____

Title_____

Address_____

International Air Transport Association (IATA)

Signature _____ Date _____

Name _____

Title _____

Address _____

International Civil Aviation Organization – Eastern and Southern African Regional Office (ICAO)

Signature _____ Date _____

Name _____

Title _____

Address _____

ANNEX A

TERMS OF REFERENCE FOR THE NETWORK SERVICE PROVIDER

1. The Network Service Provider shall provide aeronautical telecommunication services as stipulated in the Service Level Agreement (SLA).
2. The Network Service Provider shall ensure that all revenues are deposited in a separate NAFISAT bank accounts established and managed by the Network Service Provider.
3. The Network Service Provider shall develop the budget, ensure that expenditure is as per the approved Budget and is revised where necessary.
4. The Network Service Provider shall manage the Network on behalf of the Member States in a cost-effective manner.
5. The Network Service Provider shall ensure that the Network is abreast with the agreed technologies during the MOU period.
6. The Network Service Provider shall ensure that Board and other meetings are held as stipulated in the MoU and in a cost-effective manner.
7. The Network Service Provider shall provide the following to the Member States and the NAFISAT Supervisory Board as required.
 - a. Operation, Maintenance and Performance of the NAFISAT Network.
 - b. An Annual Financial Report, including the Management Accounts and Budget Proposals
 - c. Working Papers that supports the reliability and performance of the network.

ANNEX B

TERMS OF REFERENCE OF THE

NAFISAT SUPERVISORY BOARD

1. **The mandate of the NAFISAT Supervisory Board in respect of the NAFISAT network is to:**
 - 1.1. Agree on the network concept including issues of ownership and control.
 - 1.2. Ensure the continued operation of the NAFISAT VSAT network, meeting the CNS/ATM plan requirements of the AFI Region while taking into consideration CNS/ATM plans of adjacent regions, and including approval of deployment plans and/or extension plans.
 - 1.3. Decide on type and levels of service to be provided and monitor the performance of the Network Service Provider to ensure that service delivery meets pre-determined criteria as specified in the Service Level Agreement (SLA).
 - 1.4. Ensure compliance and performance of participating Member States in terms of their obligations arising from this NAFISAT MoU.
 - 1.5. Ensure that participating Member States provide statistics on aircraft movements, facilitate the movement of maintenance personnel, spares and parts and the investigation of service delivery complaints from users.
 - 1.6. Monitor and review the financial performance of the network, including approval of the annual budget and the setting of user charges.
 - 1.7. Monitor the implementation of facilities and services and, where necessary, ensure interregional connectivity, taking due account of cost benefit analysis, business case development and financing issues.
 - 1.8. In facilitating implementation of facilities and services identified within NAFISAT and with due regard to the primacy of safety, the Supervisory Board shall consider the costs and benefits of implementation and the need to facilitate financing of preferred options.
 - 1.9. Review and adopt the annual report submitted by the Network Service Provider.

2. **Composition of the Board**

- 2.1 The **Board** shall be comprised of two (2) representatives (one technical and one financial) from each participating Member State, three from ATNS (Administrator, Technical and Financial), and one (1) each from IATA and ICAO. The cost of the participation of designated representatives of each NAFISAT State or Network Service Provider shall be borne by the NAFISAT Network's Budget.
- 2.2 Advisors may accompany the Representatives at the cost of the respective NAFISAT State or Network Service Provider.
- 2.3 The Chair of the **Board** shall be elected by the **members** from among the State **Board** members every year. The Chair may be re-elected for no more than two (2) terms of one (1) year each. The mandate as Chair of the **Board** shall not exceed three years.
- 2.4 The ICAO ESAF Regional Office shall be the Secretariat to the **Board**.

3. **Participation by International Organizations**

- 3.1 The **Board** may invite representatives of appropriate regional and international organizations to attend meetings in the capacity of observers.

4. **Establishment and Dissolution of Contributory Bodies**

- 4.1 In order to assist in its work, the **Board** may establish bodies, e.g. task forces, charged with preparatory work on specific issues. Representation in such contributory bodies should be by specialists in the subjects concerned and familiar with the issues under consideration.
- 4.2 The establishment and work of contributory bodies shall be governed by the following provisions:
 - a) A contributory body shall only be formed when it has been clearly identified that it is likely to make a substantial contribution to the resolution of the issue in question.
 - b) A contributory body shall be given clear and concise terms of reference describing its task and an expected target date of its completion.
 - c) The composition of a contributory body shall be such that, although intended to be as small as possible, all participating Member States and any organization deemed to be able to make valid contributions shall be given an opportunity to participate in it.

d) A contributory body shall be dissolved as soon as it has either completed its assigned task or it has become apparent that work on the subject in question cannot be usefully continued.

4.3 Expenses related to the meeting of these bodies will be borne by the NAFISAT Network Budget as approved by the Board.

5. **Working arrangements**

5.1 The Supervisory Board shall meet at least once a year, with one meeting to be held in the month of September. The Secretariat of the Supervisory Board shall be hosted by ICAO ESAF Regional Office. In the event that the ICAO Secretariat is not available at the Board meeting the Members shall appoint one of them to perform the functions of the Secretariat. The report of the meeting shall be dispatched through the Secretariat.

5.2 Decisions shall be reached by consensus.

5.3 Two-thirds of members shall constitute a quorum and, where a quorum is not achieved, the meeting will proceed but decisions will be reached through correspondence and two thirds acceptance.

ANNEX C

APPROVED BUDGET LINES/ VOTED ITEMS

RECURRENT

1. Personnel emoluments
 - 1.1. ATNS Direct costs- salaries and related costs
2. Maintenance
 - 2.1. OEM /ATNS Maintenance and support
 - 2.2. Maintenance and support travelling expenses
3. Operational Expenses
 - 3.1. Telecommunication Expenses
 - 3.2. Intelsat satellite spectrum
 - 3.3. Bad Debts
 - 3.4. Bank Charges
 - 3.5. Administration costs
 - 3.6. Foreign Tax withheld
 - 3.7. Legal Expenses
 - 3.8. ATNS management fee
 - 3.9. IATA management Fee
 - 3.10. Professional fees (Audit Expenses)
 - 3.11. Training Expenses
 - 3.12. Travel expenses
 - 3.13. ATNS Indirect costs – administrative
 - 3.14. NAFISAT Board Expenses
 - 3.15. Exchange rate adjustment
 - 3.16. Marketing expenses
 - 3.17. Interest paid

DEVELOPMENT

1. Network Service Provider Pre-implementation costs
2. Depreciation
3. Interest received

ITEMS TO BE INCLUDED IN THE BUDGET

RECURRENT

1. Supervisory and Board meeting expenses
2. Contributory body meeting expenses as agreed to by the NAFISAT board from time to time
3. Network insurance
4. Finance charges and Loan servicing costs
5. OJT program expenses

DEVELOPMENT

1. Upgrading of the Network

ANNEX D

“CHARGES FRAMEWORK” AND “TERMS AND CONDITIONS” FOR THE PERIOD 2022-2029

Fixed

Tariff per crossing	10,00 USD
Management fees	ATNS - 15% year 1 and &2 and 15.5% thereafter and IATA - 2% year 1 and 2 and 2.5% thereafter
Project life (years)	7

Assumptions

Cost escalations	4.53%
Traffic growth	1.4%
Rate of Exchange	16.98

Cost Element: Electronic Maintenance

1. Maintenance
 - ✓ Preventative x 1
 - ✓ Corrective x 2
2. Repairs
3. Spares shipping

Cost Element: Admin costs

1. Bank charges
2. Bad debts
3. Printing & Stationery
4. Courier and postage
5. Audit fees

Cost Element: Indirect costs

1. Head office overhead charges,
2. Fault reporting centre,
3. Service delivery reporting, etc

Cost Element: Salaries

1. Engineering
2. Finance

ANNEX E

FINANCIAL REPORTING AND MANAGEMENT

1. Pursuant to Article 7 (Financial Management) of this MoU, the Network Service Provider shall present annual report and audited financial statements by an independent external auditor to the NAFISAT Supervisory Board, in compliance with International Financial Reporting Standards (IFRS) as issued by International Accounting Standard Board (IASB). The annual reports and financial statements shall include the following:
 - a. Annual Report
 - i. NAFISAT information
 - ii. Statistical information
 - iii. Report of Network service provider – (ATNS and IATA)
 - iv. Statement of Network Service Provider – (ATNS and IATA) responsibilities
 - v. Independent Auditors report
 - b. Financial Statements
 - i. Statement of Financial Position
 - ii. Statement of Income
 - iii. Statement of Cash flow
 - iv. Statement of Changes in Capital and reserves
 - v. Notes to the Financial Statements
2. Annual Unaudited and interim financial Statement shall be prepared and circulated to NAFISAT Supervisory Board members by the ICAO secretariat; the audited one shall also be circulated by the same way.