



ICAO

International Civil Aviation Organization
North American, Central American and Caribbean Office
WORKING PAPER

MCAAP/PEC/3 — WP/04
09/05/19

Third Meeting of the RLA/09/801 Project Evaluation Commission (MCCAP/PEC/3)
ICAO NACC Regional Office, Mexico City, Mexico, 13 to 17 May 2019

Agenda Item 3: Discussion on the extension of the Project beyond 2020. Preparation of the Draft Version D of the Project Document (PRODOC)

EXTENSION OF THE RLA/09/801 MCAAP PROJECT AND REVISION OF ITS PRODOC

(Presented by the Secretariat)

EXECUTIVE SUMMARY	
This Working Paper presents proposed the discussion about the need and/or convenience of extending the RLA/09/801 MCAAP Project beyond 2020 and the consequential revision of its PRODOC.	
Action:	As described in Section 2.
Strategic Objectives:	<ul style="list-style-type: none">• Safety• Air Navigation Capacity and Efficiency• Security & Facilitation• Economic Development of Air Transport• Environmental Protection
References:	<ul style="list-style-type: none">• Fourth Teleconference of the Project Evaluation Commission (PEC) of Project RLA/09/801 held on 22 March 2019

1. Introduction

1.1 During the Fourth Teleconference of the Project Evaluation Commission (PEC) of Project RLA/09/801, the Coordinator of the Project reminded members of the Commission that the project will end in June 2020.

1.2 As part of the responsibilities of the PEC, it is incumbent upon the Commission to evaluate the performance of the project and propose amendments and updates to the PRODOC.

1.3 In this regard, it would be incumbent upon the PEC to discuss the need and/or the convenience of extending the project, so as to provide timely advice to the Executive Committee (PSC) at the next meeting scheduled for 26 June 2019.

1.4 It should also be noted that a possible decision to extend the project will imply the need to produce a revision in the current Revision C of the RLA/09/801 PRODOC (**Appendix**), and that this revision work is complex and requires a lot of anticipation.

2. Suggested Action

2.1 The Meeting is invited to:

- a) discuss the need and / or the convenience of extending the project, providing timely advice to the Executive Committee (PSC); and
- b) take the necessary actions regarding the timely revision of the PRODOC if the extension of the project be foreseen.

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**MANAGEMENT SERVICE AGREEMENT BETWEEN
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND
RLA/09/801 PROJECT MEMBER STATES**

1. Reference is made to the consultations between the RLA/09/801 Project Members and the International Civil Aviation Organization (hereinafter referred to as “ICAO”) regarding the services for the implementation of activities in support of operational and infrastructure improvements for the CAR Region to be provided by or through ICAO, as specified in this Management Service Agreement (hereinafter referred to as “this Agreement”). The RLA/09/801 Project Members have decided to retain the services of ICAO in accordance with the provisions of this Agreement.

- a) Services to be provided by or through ICAO under this Agreement shall be furnished under the direction of the Director, Technical Co-operation Bureau of ICAO at the request and on behalf of the RLA/09/801 Project Members. The Procurement assistance Services shall be provided by ICAO and shall be specified in the Annex(es) to this Agreement (hereinafter referred to as “the Services”). Such Services shall be provided in accordance with ICAO’s policies, practices, procedures and rules and subject to all necessary funds having been made available to ICAO.
- b) The RLA/09/801 Project Members shall retain overall responsibility for the implementation of the Project.
- c) ICAO and the RLA/09/801 Project Members shall maintain close consultations respecting all aspects of the provision of the Services contemplated in this Agreement.

2. The estimated total cost of the Services and the corresponding amount is assigned to each Project Member as indicated in the RLA/09/801 – *Multi-Regional Civil Aviation Assistance Programme (MCAAP)* Project Document (PRODOC) submitted by ICAO to the RLA/09/801 Project Members through State Letter Ref.: NT-NS2-35 — E.OSG - NACC59526, Appendix B attached to this Agreement. Any change to the duration of the Agreement and/or the scope of the Project shall require negotiations between the Parties. A detailed description of the services to be provided is found in the Annex(es) to this Agreement under RLA/09/801 Project activities on the aforementioned Project Document.

- a) Immediately following the coming into force of this Agreement, the RLA/09/801 Project Members shall pay ICAO the fee to cover all the expenses related to the provision of the Services.
- b) All cash receipts to, and payments made by, ICAO under this Agreement shall be recorded in a separate account, opened, inter alia, in order to place on record the receipt and administration of payments. All payments made to ICAO shall be made in U.S. dollars and deposited in ICAO’s bank account as follows:

Pay to: //CC000305101
Royal Bank of Canada
Ste. Catherine and Stanley Branch
1140 Ste. Catherine Street West
Montreal, Quebec
Canada H3B 1H7

For credit to: 05101 404 6 892
Project RLA/12/902
ICAO Pool Account

Swift code: ROYCCAT2

- c) ICAO shall not be obliged to begin or continue the provision of the Services until the payments mentioned in paragraph 2 a) of this Agreement have been received and ICAO shall not be obliged to pay or commit any sums exceeding the funds deposited in the aforementioned account.

3. Unless agreed otherwise by the RLA/09/801 Project Members and ICAO in the Annex(es) to this Agreement, the RLA/09/801 Project Members shall be solely responsible, using funds other than those specified in the Annex(es), for the recruiting of local personnel and payment of their salaries and benefits, as well as for the administrative support (local secretarial and personal services, offices, locally produced equipment and supplies, transportation within the country, and communications) required for the execution of the Project(s) and the provision of this support.

4. The funds and activities under this Agreement shall be administered according to applicable ICAO regulations, rules, directives, procedures and practices.

5. ICAO shall furnish the RLA/09/801 Project Members with unaudited financial statements concerning the Services covered in this Agreement, showing the status of the funds in U.S. dollars as at the end of March, June, September and December. After ICAO has concluded the provision of the Services, it shall submit to the RLA/09/801 Project Members a final financial statement. In the event that the RLA/09/801 Project Members requests that a special audit of its account under this Agreement be performed by the External Auditor of ICAO, the RLA/09/801 Project Members shall bear the cost of such audit.

6. If due to unforeseen circumstances the funds received under this Agreement should prove insufficient to cover the total cost of provision of the Services and Administrative Charges, ICAO shall inform the RLA/09/801 Project Members to that effect. Additional funds, if required, shall be made available to ICAO within thirty (30) days of a written request by ICAO.

7. Any balance of funds, exceeding one thousand (1000) US dollars, not disbursed and not committed at the conclusion of the Services shall be returned to the RLA/09/801 Project Members on request, or be retained in the account for future use as defined by the RLA/09/801 Project Members.

- a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled, in the first instance, by direct negotiations between the Parties. If unsuccessful, such dispute, controversy or claim shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, as in force at the time of arbitration. The place of arbitration shall be

Montreal, Province of Quebec, Canada, conducted in the English language. Arbitration shall be conducted by one arbitrator. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

- b) Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of ICAO and its personnel.

8. This Agreement may be amended by written agreement between the Parties.

9. All correspondence relating to the implementation of this Agreement other than this signed Letter of Agreement or the amendments thereto, shall be addressed to:

ICAO:

Director
Technical Co-operation Bureau
International Civil Aviation Organization
999 University Street
Montreal, Quebec
Canada H3C 5H7

10. The RLA/09/801 Project Members shall keep ICAO duly informed of all measures which it adopts for the fulfilment of this Agreement or which may affect this Agreement.

11. This Agreement shall come into force on the date on which it has been signed by all Parties. It shall continue to be in force until terminated under paragraph 14 below. Upon coming into force, it shall supersede existing Agreements concluded between the Parties on the same subject matter.

- a) This Agreement may be terminated by the RLA/09/801 Project Members by written notification to ICAO.
- b) This Agreement shall terminate sixty (60) days after receipt of the notification stipulated in paragraph 11 a).
- c) The obligations assumed by the Parties under this Agreement shall continue to exist after termination of this Agreement to the extent necessary to permit the orderly finalization of activities, the withdrawal of personnel, the distribution of funds and assets, the liquidation of accounts existing between the Parties, and the settlement of contractual obligations. Additional funds, if necessary, to cover the above-mentioned expenditures shall be provided by the RLA/09/801 Project Members.

12. The RLA/09/801 Project Members shall, jointly and severally, indemnify, hold harmless and, in consultation with ICAO, defend ICAO, including its personnel from any and all actions, claims or other demands arising out of any act performed by ICAO on behalf of the RLA/09/801 Project Members pursuant to this Agreement. The obligation under this clause does not lapse upon termination or completion of this Agreement.

13. We request that if you are in agreement with the foregoing provisions, you kindly sign this Agreement where indicated below and return to this office two authentic copies thereof.

Agreed on behalf of the International Civil Aviation Organization:

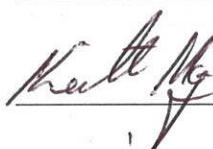
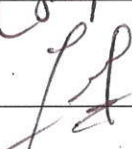

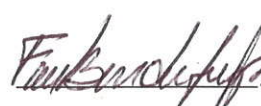



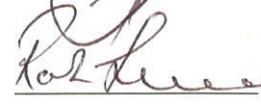
Signed by: 

Name: Fang Liu

Title: Secretary General

Date: 5/5/16

Approved on
behalf of:

	Name	Position	Signature	Date
Bahamas	<u>KEITH O. MASON</u>	<u>DIRECTOR (Act.)</u>	<u></u>	<u>May 11, 2016</u>
Barbados	<u>KINGSLEY OB NELSON</u>	<u>DIRECTOR of AVIATION</u>	<u>Kingsley OB Nelson</u>	<u>11 May 2016</u>
Cuba	<u>Alfredo P. Cordelo</u>	<u>de Acordo</u>	<u></u>	<u>11.05.16</u>
Curacao	<u>Oscar DERY</u>	<u>DG</u>	<u></u>	<u>11 May 2016</u>
Dominican Republic	<u>BOLIVAR LEON</u>	<u>Dir. DI NA</u>	<u></u>	<u>11 Mayo 16</u>
Haiti	<u>Jean-Lemerque PERRE</u>	<u>DG OFNAC</u>	<u></u>	<u>11 May 16</u>
Jamaica	<u>Nani Williams-Singh</u>	<u>Director General</u>	<u></u>	<u>May 16, 2016</u>
México	<u>Joige Romero García</u>	<u>Director General Adjunto de Seguridad A.</u>	<u></u>	<u>11-Mayo-2016</u>
Trinidad and Tobago	<u>RANISH LUKITMEER</u>	<u>DGC A</u>	<u></u>	<u>11th MAY 2016</u>

Approved on
behalf of:

United States—
Providing In-Kind
Support

COCESNA –
Representing the
following Central
American States

Belize

Costa Rica

El Salvador

Guatemala

Honduras

Nicaragua

ECCAA –
Representing the
following OECS
States

Antigua and
Barbuda

Grenada

Saint Kitts and
Nevis

Saint Lucia

Saint Vincent and the
Grenadines

Name

Position

Signature

Date

CHRISTOPHER BARKS DIRECTOR



11 MAY 2016

Juan Carlos Trabancero COCESNA



11 MAY 16

LINDSAY GARBUTT DIRECTOR



11.5.16

Enio Lubillo Director



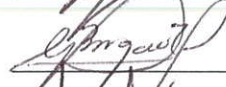
11-5-16.

JORGE PURQUIRE DIRECTOR



11-5-16

Gerardo Berganza Miembro Suplente
al CD




11/may/16

JOSE I. NOVOIRO Director AITAC



11/05/16

Carlos Salazar D.G. INAC



11/05/16

Donald McPhail Director General ECCAA



11 May 2016

RLA/09/801 REVISION C

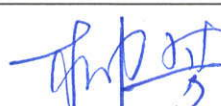
A. McCrone

Director General



Sep 19/17

Canada



SC 1020

19 Sep 2017

ICAO



INTERNATIONAL CIVIL AVIATION ORGANIZATION REGIONAL PROJECT FOR THE CARIBBEAN REGION

PROJECT DOCUMENT (CONFIDENTIAL)

This project document shall constitute Annex I to the Management Service Agreement (MSA) between the International Civil Aviation Organization (ICAO) and each Project Member State, as defined in paragraph 1.1.1 (d)

Project number:	RLA/09/801/B
Title:	Multi-Regional Civil Aviation Assistance Programme (MCAAP)
Duration:	Forty eight months
Sector and sub-sector:	0620 Transport and Communications-Air Transport
Government executing agencies:	Civil aviation
Executing agency:	ICAO
Estimated starting date:	July 2016
Estimated project cost:	US\$ 2,764,757.00
States contribution each year of project:	US\$ 25,000.00

Participant States:





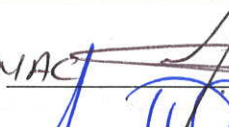


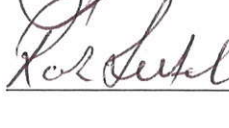

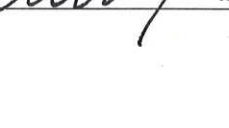



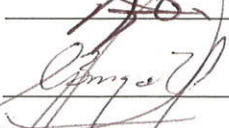
RLA/09/801 Project Member States are: Bahamas, Barbados, Cuba, Curaçao, Dominican Republic, Haiti, Jamaica, Mexico, OECS States through ECCAA (Antigua and Barbuda, Grenada, Saint Kitts and Nevis, Saint Lucia and Saint Vincent and the Grenadines), Trinidad and Tobago and Central American States through COCESNA (Belize, Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua).

Short description:




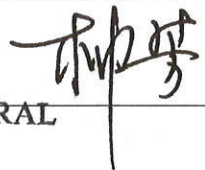
To assist Project member States/Territories in the CAR region in the effective implementation of ICAO standards and recommended practices (SARPS), safety improvements and performance-based air navigation services/systems, in order to achieve a safe, efficient and sustainable aviation system in harmonization with the Global Air Navigation Plan (GANP), Global Aviation Safety Plan (GASP), CAR/SAM Regional Air Navigation Plan and Regional Performance targets for air navigation and aviation safety, and in support of the ICAO No Country Left Behind (NCLB) initiative..

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Approved on
behalf of:

	Name	Position	Signature	Date
Bahamas	HEATH O. MARR	DIRECTOR		May 11, 2016
Barbados	KINGSLEY NELSON	DIRECTOR OF CIVIL AV	Kingsley Nelson	11 May 2016
Cuba	Alfredo P. Cardero			11.05.16
Curacao	OSCAR DERBY	DG		11 MAY 2016
Dominican Republic	BOLIVAR LEON DIR DIHA			11/05/16
Haiti	Jean-Lemerque PIERRE	DG-OFNAC		11 May 16
Jamaica	Nari Williams-Singh	Director General		May 16, 2016
México	Jorge Romero García	Director General Adjunto de Seguridad		11-Mayo-2016
Trinidad and Tobago	RAMESH LUTERAN	DGCA		11 th MAY 2016
United States— Providing In- Kind Support	CHRISTOPHER BARKS	DIRECTOR		11 MAY 2016
COCESNA — Representing the following Central American States	Juan Carlos Trabarino	COCESNA		11 MAY 16
Belize	LINDSAY GARBUTT	DIRECTOR		11. 5. 16
Costa Rica	ENIO CUBILLO	Director		11-5-16.
El Salvador	JORGE PUQUIRE	DIRECTOR		11-5-16
Guatemala	Gerardo Berjón	Miembro suplente del CD.		11 / may / 16.

Approved on
behalf of:

	Name	Position	Signature	Date
Honduras	Jose E. Noveno	Director AHAC		11/05/11
Nicaragua	Carlos Salazar	D.G. INAC		11/05/11
ECCAA – Representing the following OECS States	Donald McPhail	Director General ECCAA		11 th May 2016
Antigua and Barbuda				
Grenada				
Saint Kitts and Nevis				
Saint Lucia				
Saint Vincent and the Grenadines				
ICAO	FANG LIU	SECRETARY GENERAL		5/5/16

RLA/09/801 REVISION C

Canada

ICAO



	D.G. Civil Aviation A. McLevie	Sept 19/12
	SG. ICAO	19 Sept 2017

TABLE OF CONTENTS

	<i>Page</i>
1. PROJECT JUSTIFICATION	5
1.1 Background	5
1.2 Project Development Strategy	5
1.3 Summary of Phase I	6
1.4 Situation expected at the end of Phase II	7
1.5 Target beneficiaries	8
1.6 Project strategy and implementation arrangements	9
1.7 Strategic objectives of ICAO	10
1.8 Reasons for ICAO assistance	11
1.9 Special considerations	12
1.10 Co-ordination arrangements	12
1.11 Counterpart support capacity	13
2. OBJECTIVES, OUTPUTS AND ACTIVITIES	
I. Implementation of a PBN Airspace and an efficient ATFM for the CAR Region	14
II. Implementation of Flexible Use of Airspace (FUA) and Enhance Search and Rescue Systems	14
III. Transition to Aeronautical Information Management (AIM) and Implementation of Information Management (IM) Towards Global Swim Implementation	15
IV. Enhance ATS Situational Awareness and System Automated Implementation	15
V. Enhance Safety, Capacity, and Efficiency of Aerodrome Operations	16
VI. Enhancement to Aeronautical Meteorology Service and Data Exchange	17
VII. Enhancements to Regional Safety	17
VIII. Support Activities for ICAO NCLB and Regional Improvements in the Air Aviation Sector	17
3. BUDGET	18
4. INPUTS	18
5. LEGAL FRAMEWORK	19
6. PROJECT MONITORING, REVIEWING AND REPORTING	20
7. RISKS	23
8. PRIOR OBLIGATIONS AND PREREQUISITES	23
9. PROJECT SUPERVISION, REPORTING AND EVALUATION	24
ATTACHMENT A. - DRAFT PROJECT BUDGET	25

1. PROJECT JUSTIFICATION

1.1 *Background*

1.1.1 The ICAO Caribbean (CAR) Region is the area embracing Mexico, Central America, and the Caribbean region, including Member States, 1 non-Contracting State and dependent territories, as follows:

- a) CAR States: Antigua and Barbuda, Bahamas, Barbados, Belize, Costa Rica, Cuba, Curacao Dominican Republic, El Salvador, Grenada, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten and Trinidad and Tobago.
- b) Territories: Aruba, Anguilla, British Virgin Islands, Cayman Islands, Montserrat, Turks and Caicos Islands (United Kingdom); Puerto Rico and Virgin Islands (United States).
- c) Non-Contracting State: Dominica.
- d) **RLA/09/801 Project Member States** are: Bahamas, Barbados, Cuba, Curaçao, Dominican Republic, Haiti, Jamaica, Mexico, OECS States through ECCAA (Antigua and Barbuda, Grenada, Saint Kitts and Nevis, Saint Lucia and Saint Vincent and the Grenadines), Trinidad and Tobago and Central American States through COCESNA (Belize, Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua).

1.1.2 With a strategic geographical location at the confluence of ATS routes connecting the most important destinations of the western hemisphere, the CAR airspace links the flow of traffic between major cities in NAM, SAM and CAR regions. The complexities of the Caribbean airspace are unique in nature. Based on the topography, several types of aircraft from helicopter to the largest commercial jets operate in various sectors, and the tropical characteristics of the region favour the ever increasing development of the tourism industry.

1.2 PROJECT DEVELOPMENT STRATEGY

The Chicago Convention

1.2.1 As set out in Article 44 of the *Convention on International Civil Aviation*, signed at Chicago on 7 December 1944 and amended by the ICAO Assembly (Doc 7300), the aims and objectives of ICAO are to develop the principles and techniques of international air navigation and the fostering of international air transport. At the same time, Article 28 states that each Member State undertakes, so far as it may find practical, to provide in its territory certain air navigation facilities and to adopt and operate appropriate standard systems.

ICAO functions and responsibilities

1.2.2 In order to guarantee the highest degree of uniformity for all issues related to air navigation safety, regularity and efficiency, ICAO will coordinate and oversee the implementation of air navigation systems (ANS) in accordance with the global plan, regional air navigation plans and the elements of the global ATM operational concept. Furthermore, ICAO will provide assistance to States with technical, financial, management, legal and cooperative aspects.

Institutional framework

1.2.3 *ICAO Regional Office:* ICAO Regional Office in Mexico City, Mexico (ICAO NACC Office) has the mission to promote the application of SARPs for international procedures established in the Annexes to the Convention on International Civil Aviation and the implementation of regional air navigation plans. To complete this mission, the ICAO Regional Office coordinates with the Caribbean/South America Regional Planning and Implementation Group (GREPECAS), the regional mechanism, for ensuring implementation of the regional air navigation plan and determining specific problems affecting air navigation and suggesting the appropriate solutions.

1.2.4 *Regional Working Groups:* The working groups of the NAM/CAR Regions support the ICAO NACC Regional Office in harmonizing the air navigation activities and proposing recommendations to the Directors of Civil Aviation for keeping the currency of the *NAM/CAR Regional Performance Based Air Navigation Implementation Plan (NAM/CAR RPBANIP)*. The current CAR working groups include: the North American, Central American and Caribbean Working Group (NACC/WG); the NAM/CAR Air Navigation Implementation Working Group (ANI/WG); the Eastern Caribbean Civil Aviation Technical Group (E/CAR/CATG); the MEVA Network Technical Group; and the NAM/CAR Civil Aviation Training Centres Working Group (NAM/CAR/CATC/WG).

No Country Left Behind (NCLB) Strategy

1.2.5 The NCLB strategy highlights ICAO's efforts to assist States in the implementation of ICAO SARPs. The main goal of this work is to help ensure that SARPs implementation is better harmonized globally so that all States have access to the significant socio-economic benefits of reliable air transport.

1.2.6 Through the use of ICAO safety oversight audits as well as other safety, security and emissions-related data, the NACC Regional Office's NCLB objective, through the use of RLA/09/801 Project is to assist each of the Member States in progressively increasing their Effective Implementation (EI) rates to 80%, resolution of all Significant Safety Concerns, (SSC), improve aviation safety in all areas, certify international aerodromes, achievement of the Regional Air Navigation Regional Priorities and targets of the RPBANIP/eANP Volume III and implement the State Safety Program (SSP).

Port-of-Spain Declaration Targets

1.2.7 Taking into account the paramount role that civil aviation performs in the socio-economic and trade development for regional integration, high-level officials representing 22 States and 9 international organizations/industry met in Port-of-Spain, Trinidad in April, 2014, committing them to improve air navigation efficiency, capacity and safety, harmonizing regional activities, standards and procedures, and establish safety/air Navigation objectives/targets. Many of these goals/targets have an effective date of December 2016 and are included in the NCLB activities and follow-up.

1.3 SUMMARY OF PHASE I

1.3.1 The Fourth Steering Committee Meeting (SCM/4) of the CAR RLA/09/801 Project conducted an evaluation of benefits achieved with the implementation of the Project, detailing by its subprojects:

- *Sub-Project 1:*
 - Facilitate the coordination for the PBN airspace concept implementation in the CAR Region

- Develop an AIM Implementation Plan in Haiti
- *Sub-Project 2:*
 - ATFM implementation is in process in Jamaica
- *Sub-Project 4:*
 - Successful implementation of the MEVA III Network
 - COCESNA has successfully implemented AIDC
 - The AIDC implementation in Dominican Republic was successfully implemented in 2015
 - The AMHS implementation in Dominican Republic was successfully implemented in 2015
- *Sub-Project 5:*
 - Support in the aerodrome certification implementation in Dominican Republic
- *Sub-Projects 1 to 7*
 - Support of expert participation in the regional implementation groups for a harmonious air navigation coordination (ANI/WG/1 and NACC/WG/4)

1.3.2 Similarly, an evaluation was conducted by the RLA/09/801 Project Evaluation Commission for the previous four years of the Project including the SCM/4 evaluation results and discussed specific issues surrounding Phase I of Project RLA/09/801 such as project justification, deliverables; completion of the work plan; project guidance material, and follow-up activities.

1.3.3 The Meeting observed that although the Phase I project justification met the needs of the project, emphasis should be placed on Phase II justification to ensure flexibility for designing and conducting future Project activities that will meet specific air navigation and safety targets related with the Project Terms of Reference, ICAO Strategic Objectives, the Port-of-Spain Declaration and the No Country Left Behind Campaign priorities. Similarly it was concluded that the Project fellowships and the Project RLA/09/801 Technical Assistance Missions (RLA/09/801 TEAM), were highly successful and should be continued in Phase II. Discussion ensued on creating ways to ensure that States follow-up on TEAM recommendations, finding ways to ensure that reports and project specific information is communicated to all Member States, and codifying procedures and processes for project and fellowship submissions.

1.3.4 The SCM/4 undertook a series of conclusions relevant to the activities of the project and as a follow-up to previous Steering Committee meetings and teleconferences to ensure completion of prior year project activities. Among the most important was the extension of the project:

DECISION

RLA/09/801 SCM/4/9

CAR RLA/09/801 PROJECT EXTENSION

That in order to continue the implementation support and benefits of the CAR RLA/09/801 Project:

- a) Project Members extend the implementation period for four more years as of **13 July 2016**; and*
- b) ICAO NACC Regional Office conduct the necessary actions for this extension.*

1.4. SITUATION EXPECTED AT THE END OF PHASE II

1.4.1 With full participation of Member States, the following results are expected at the end of Phase II:

- a) Safety level improved (verifiable by safety oversight audit).
- b) Increase in the Effective Implementation rates of related ICAO Standards and Recommended Practices, to 80% in accordance with NCLB and Port-of Spain targets
- c) CAA Staff and Inspector competency in all States above 70% EI,
- d) Reduced emissions through implementation of Performance Based Navigation, consistent with Port-of-Spain targets
- e) Increased capacity through better utilization of airspace resources through the implementation of Air Traffic Flow Management (ATFM) measures.
- f) Reduce fatality risk for accidents in the region
- g) Implementation of Ground-Ground Digital Coordination
- h) Implementation of a Aeronautical Information Services (AIS) roadmap
- i) Achievement of the RPBANIP/eANP Volume Air Navigation Performance Targets in line with the adopted ASBU B0 modules
- j) Implementation of operational requirements for provision of MET services, as a function of a future interoperable ATM system globally (subject to further approval by groups noted in paragraph 1.2.4)

1.4.2 Safety and efficiency of aerodrome operations will have been enhanced with the following results:

- a) Safety level improved by implementation of Safety Management Systems (SMS) for airports and operators.
- b) Certification of International Aerodromes
- c) Implementation of the State Safety Program and establishment of Acceptable Levels of Safety Performance (ALoSP) programs
- d) Reduce runway excursions by implementation of Runway Safety Programs

1.5 TARGET BENEFICIARIES

1.5.1 *Outcomes:* The project would benefit all of the ATM community members including States, aerodrome operators, airspace providers, airspace users, ATM service providers, ATM support industry and regulatory authorities through the implementation of performance based air navigation systems, which will result in following benefits:

- a) Airspace users, through the reduction of aircraft spacing and increase in capacity;
- b) Aircraft operators, who will be able to better accommodate their preferred flight profiles, thus reducing operating costs and delays, and using a minimum amount of avionics;
- c) General and utility aviation, through better access to avionics that will allow them to depart and arrive under flight conditions under which they could not operate before, due to the associated costs and requirements;
- d) Administrations and air traffic service providers, through the reduction of infrastructure and maintenance costs of traditional air navigation systems and the modernization of infrastructure at a very low cost;
- e) The ATM community, through better conflict detection/resolution systems and increased safety;

- f) The community in general, through the reduction of aircraft noise and emissions as a result of optimized routes and flight levels;
- g) Airport operators, through increased capacity thus more revenue; and
- h) Passengers, through a reduction in flight time and reduced greenhouse gas emissions.

1.5.2 These foreseen benefits will be assessed through performance monitoring and collection of data for the corresponding performance metrics.

1.6 PROJECT STRATEGY AND IMPLEMENTATION ARRANGEMENTS

1.6.1 *Repositioning of the ICAO TC project for the CAR region:* As a result of decision RLA 09/801 SCM4/10, ICAO NACC was required to conduct an evaluation of the Project to confirm and adjust the tasks and activities of the project in support of operational benefits, the identification of improvements in the management and resources administration of the project, as well as proposing new tasks and working methods. Adoption of performance based planning by GREPECAS and NAM/CAR DCAs meeting; ICAO has repositioned the TC project. The project proposal is now based on four basic principles: focus on operational improvements; build on existing infrastructure; use of Technical Assistance Missions (TEAMS) to assist Member States increase their EI rates, and enhance only what is needed using a menu of projects.

1.6.2 *Project timeframes:* The project is expected to commence from July 2016 with a planned completion by July 2020, depending on type and scope of projects selected.

1.6.3 *Participation by States:* Even assuming a State has no plans for any new project, it is still advantageous to participate in this TC project. It is also well known that if more of States/Territories join this project, more value and benefit will accrue to its members. The annual financial contribution will be of USD 25,000 for all the States during the first year of the project, the Steering Committee will define the amounts of the annual financial contribution per State from the second and subsequent years of the project, taking in account an equitable mechanism, based on the principle of cost recovery for the States, Territories and international organizations. A practical roadmap on cost recovery and financing options could be also developed that would assist to seek loans from infrastructure development banks.

1.6.4 *Benefits to States through an annual financial contribution:*

- a) Fellowships for trainees nominated by the aeronautical authorities;
- b) Procedure design support;
- c) Safeguarding the investments made through the harmonization of systems and procedures with neighbouring States;
- d) As members of the Project Steering Committee, States get to participate in all decisions and action on the project activities;
- e) Participant States will have the advantage of receiving free equipment for any testbed trials;
- f) Reduced operating costs and commission from more efficient routes;
- g) Minimize environmental impact;
- h) Infrastructure cost reduction by optimizing the runway system utilization and taking mitigation measures to reduce environmental impact;
- i) State revenue increase with greater tourist flow and air navigation system capacity increase;
- j) Flexible project implementation taking in account possible budget limitations;
- k) Reduction in aircraft operating costs; and

- l) Better opportunities of land use in airport neighbourhood with new trajectories minimizing the environmental impact by reducing aircraft noise and CO₂ emissions

Institutional Arrangements

1.6.6 *Project flexibility:* Project implementation will be sufficiently flexible to adjust to any future changes provided the activities can be carried out within budget limitations and within the established time frames. To this end, there will be continuous monitoring, including a periodic update of the work plan and, whenever necessary, the Project Steering Committee will carry out a revision of its scope and activities.

1.6.7 *Project Steering Committee:* The civil aviation administrations of the States and organizations participating in the project will designate their representatives to the Project Steering Committee, which shall meet twice a year, and will provide the necessary facilities, services, supplies, and experienced personnel to ensure the appropriate development of project activities and to contribute to the execution of the work plan. Likewise, the Steering Committee will approve the necessary cash flow for the project development, eventual project adjust, and will determine the annual financial contribution per State from the second year of the project on recovery cost based mechanism, developing and equitable system of financial contribution. Such meetings will be included in the annual activities calendar of the NACC Regional Office.

1.6.8 *Assignment of professionals:* As soon as feasible, project activities will be executed by experienced professionals of the required specialties, who will be proposed and assigned to the project by the participating States and organizations. On the basis of the experienced personnel proposed by the participating States and organizations, ICAO will select the most appropriate professionals to carry out the planned activities, using project funds to cover transportation, insurance and per diem expenses throughout the assignment period. The participating States and organizations that assign professionals to the project will continue paying their regular salary throughout the assignment period.

1.6.9 *Project Evaluation Commission (EC):* The Fourth Steering Committee Meeting of RLA09/801 approved the establishment of a Project Evaluation Commission, whose work is designed to confirm and adjust the task and activities of the Project, in support of operational benefits. The Fifth Teleconference of the Project Steering Committee reaffirmed the work of the Commission and incorporated its activities within the organizational structure of the Project, as depicted in Figure 2, page 18 of this PRODOC. The EC will continue to work closely with the Project Coordinator to assess, evaluate Project Management activities, as well as propose improvements and new activities to support Project implementation.

Project Implementation and Coordination

1.6.10 *Management:* The management and coordination of the project will be centralized at the ICAO NACC Regional Office in Mexico City through the ICAO NACC Regional Officer, Technical Assistance (RO/TA). TCB will fulfil its tasks in keeping with the policies, regulations, and instructions established for the ICAO Technical Cooperation Program.

1.6.11 *Technical support:* Regarding the technical aspect, the ICAO NACC Regional Officer, Technical Assistance (RO/TA) in Mexico City will coordinate with all ICAO NACC Regional Officers. The RO/TA will monitor the project and will make the necessary arrangements for the control and follow-up on its activities and results, taking into account the conclusions and recommendations adopted by the States on matters related to the objectives of the project, and in close coordination with ICAO TCB.

1.7 STRATEGIC OBJECTIVES OF ICAO

1.7.1 As the global forum for cooperation among its Member States and the world aviation community, the ICAO sets and evolves Standards and Recommended Practices (SARPs) for the safe and orderly development of international civil aviation. Presently, there are over 10,000 such Standards and provisions contained in the ICAO Annexes to the Convention on International Civil Aviation (The Chicago Convention).

1.7.2 In its ongoing mission to support and enable a global air transport network that meets or surpasses the social and economic development and broader connectivity needs of global business and passengers, and acknowledging the clear need to anticipate and manage the projected doubling of global air transport capacity by 2030 without unnecessary adverse impacts on system safety, efficiency, convenience or environmental performance, ICAO has established five (5) comprehensive Strategic Objectives for the 2014-2016 Triennium, four of which are relevant to the Project and are listed below:

Safety

1.7.3 Enhance global aviation safety. This Strategic Objective is focused primarily on the means and targets by which ICAO, States and aviation stakeholders can anticipate and efficiently manage air traffic growth while proactively maintaining or increasing safety. The Global Aviation Safety Plan (GASP) outlines the key activities over the next 15 years through the establishment of core, and then more advanced aviation safety systems. Project RLA 09/801 will assist in near-term implementation of an effective safety oversight system, with an eye towards full implementation of the ICAO SSP framework.

Air Navigation Capacity and Efficiency

1.7.4 Increase the capacity and improve the efficiency of the global civil aviation system. Although functionally and organizationally interdependent with Safety, this Strategic Objective is focused primarily on upgrading the air navigation and aerodrome infrastructure and developing new procedures to optimize aviation system performance. The Global Air Navigation Capacity and Efficiency Plan (Global Plan) outlines the key activities for 2013 to 2028

Economic Development of Air Transport

1.7.5 Foster the development of a sound and economically viable civil aviation system. This Strategic Objective reflects the need for ICAO's leadership in harmonizing the air transport framework focused on economic policies and supporting activities.

Environmental Protection

1.7.6 Minimize the adverse environmental effects of civil aviation activities. This Strategic Objective fosters ICAO's leadership in all aviation related environmental activities and is consistent with the ICAO and UN system environmental protection and practices.

1.8 REASONS FOR ICAO ASSISTANCE

1.8.1 The main financial resources of ICAO are generated through the Member States member fees and the overhead charged by the ICAO Technical Cooperation Bureau for the management of technical cooperation projects requested by States. A cost recovery principle is the main reference for financial considerations when ICAO is providing services to Member States.

1.8.2 It is recalled that ICAO, for more than half a century is responsible for the provision of the framework for almost all-civil aviation regulations of its 190 Member States. The same experts who assist in the development and maintenance of this framework provide the technical support for the ICAO Technical Co-operation Program. On this basis, ICAO has been implementing neutral, non-profit and hence most cost-effective technical assistance for its Member States since 1952.

1.8.3 ICAO has wide experience in providing civil aviation technical cooperation and has a unique capability for the efficient implementation of civil aviation development projects, including the global recruitment of highly qualified technical consultants, the management of training programs and the cost-effective purchase of equipment.

1.8.4 Participating in a regional project facilitates:

- a) Cooperation, coordination, collaboration between States
- b) A mechanism to share expertise
- c) An efficient use of available regional resources
- d) Centralized coordination for assistance
- e) Implementation of national plan harmonized with the regional plan
- f) Cost effective national implementation
- g) Quicker implementation

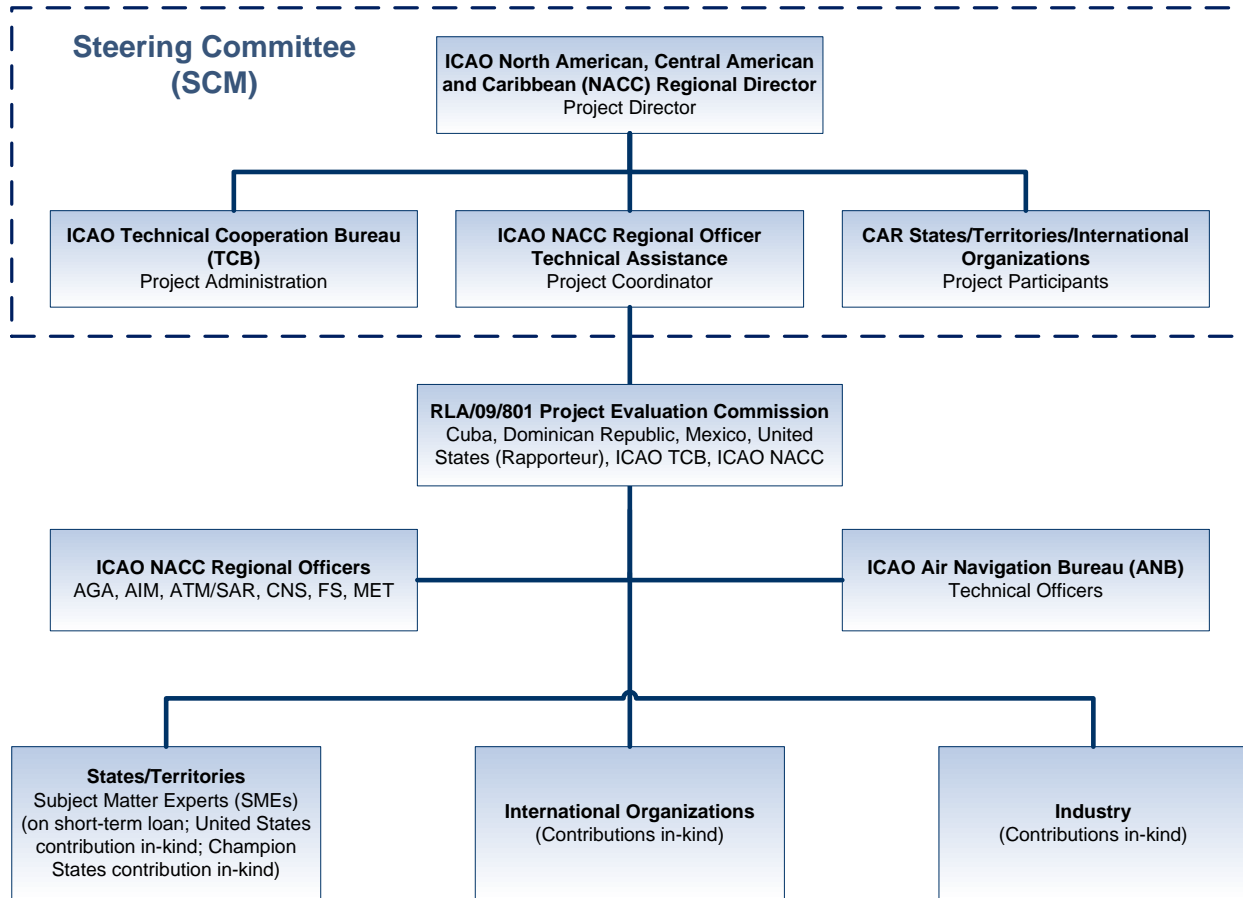
1.9 SPECIAL CONSIDERATIONS

1.9.1 This project will maintain links with existing regional projects that are related to its objectives, and with the national technical cooperation programs that the participating States may already have in progress.

1.10 CO-ORDINATION ARRANGEMENTS

1.10.1 *Resources:* The project will be supported by the ICAO NACC Regional Officers, short term experts/consultants, and experts on loan from the States, the latter being the same persons who contribute to the sub-regional air navigation implementation working groups and GREPECAS sub-groups and task forces. Utilizing project funds for mission expenses rather than salaries, except in the case of the short-term experts/consultants can then maximize the use of the project budget. International specialists can join to fulfil specific tasks when required by the Regional Office and the Project Steering Committee. The CAR project organization chart is shown in **Figure 2**.

RLA/09/801 Project Organization



1.11 COUNTERPART SUPPORT CAPACITY

1.11.1 Project Member States/Territories and organizations have the technical and logistics capacity to provide the support required to ensure the effective development of the project, assuming a commitment of full participation in all activities of the planned assistance, and to apply or implement project outputs and recommendations.

2. OBJECTIVES, OUTPUTS AND ACTIVITIES

2.1 The following activities are to reflect the corresponding Project Members related implementation activities. The Project outputs or deliverables are to assist and support these Project Members Air Navigation and Safety implementation activities under the ICAO NCLB Strategy.

2.2 The main objective from these deliverables is support resolution of air navigation and safety deficiencies; as well as to streamline and facilitate the Project Member's Air Navigation and Safety implementation Regional Priorities and targets as defined in the Port of Spain Declaration, Regional Air Navigation Plan, CAR region adopted ASBU modules and any regional agreement in line with the performance improvement foresee in the CAR Region.

ACTIVITY #	ACTIVITY DESCRIPTION	RESPONSIBLE
I.	IMPLEMENTATION OF A PBN AIRSPACE AND AN EFFICIENT ATFM FOR THE CAR REGION	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Fellowships to implementation events	
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	
Deliverable 1.3	Technical Assistance Mission (TEAM)	
1	Implement PBN airspace concept and determine operational improvements with the implementation of CDM, optimization of ATS routes (upper airspace PBN route structure and TMA PBN route design) and optimum navigation requirements	CAR States/ Territories
2	Development of the necessary regulations and procedures to implement PBN including PBN operational approvals and aeronautical PBN related charts	CAR States/ Territories
3	Implementation of the identified CCO/CDOs following PBN implementation	CAR States/ Territories
4	Improve Traffic Flow Through Runway Sequencing (AMAN/DMAN)	CAR States/ Territories
5	Identify air navigation deficiencies and develop and implement remedial actions	CAR States/ Territories
6	Improve airspace demand and capacity balancing through ATFM for all phases of flight, including regional coordination, FMU development where needed and Time-based metering to sequence departing and arriving flights.	CAR States/ Territories
7	Development of ATFM Letters of Agreements and ATFM Standard Operating Practices and Procedures with adjacent FIRs	CAR States/ Territories
8	Enhance CNS infrastructure in accordance to PBN and ATFM needs, including DME/DME and GNSS, surveillance and communications elements to comply with defined RSP and RCP and ATC Automation requirements	CAR States/ Territories
II.	IMPLEMENTATION OF FLEXIBLE USE OF AIRSPACE (FUA) AND ENHANCE SEARCH AND RESCUE SYSTEMS	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Fellowships to implementation events	
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	
Deliverable 1.3	Technical Assistance Mission (TEAM)	
1	Implement flexible use of airspace actions and agreements and determine dynamic ATC sectorization and enhancing flexible routing and user's preferred profiles	CAR States/ Territories
2	Improve civil-military coordination	CAR States/ Territories

ACTIVITY #	ACTIVITY DESCRIPTION	RESPONSIBLE
3	Foster the harmonization of policies, regulations, practices, and procedures of the aeronautical/maritime SAR services in accordance with ICAO and IMO provisions	CAR States/ Territories
4	Develop and update SAR agreements between Rescue Coordination Centres (RCCs) of adjacent States and SAR service international agencies, as required	CAR States/ Territories
5	Enhance CNS infrastructure as needed to support FUA and SAR requirements.	CAR States/ Territories
6	Identify air navigation deficiencies and develop and implement remedial actions	CAR States/ Territories
III.	TRANSITION TO AERONAUTICAL INFORMATION MANAGEMENT (AIM) AND IMPLEMENTATION OF INFORMATION MANAGEMENT (IM) TOWARDS GLOBAL SWIM IMPLEMENTATION	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Fellowships to implementation events	
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	
Deliverable 1.3	Technical Assistance Mission (TEAM)	
1.	Implementation AIXM and develop a data-centric environment for AIM	CAR States/ Territories
2.	Implement electronic Aeronautical Information Publication (eAIP)	CAR States/ Territories
3.	Implement electronic terrain and obstacle data (eTOD)	CAR States/ Territories
4.	Implement Integrated Aeronautical Information Database (IAID)	CAR States/ Territories
5.	Foster the interoperability of the different systems that produce, transform, transmit and consume Digital NOTAM data	CAR States/ Territories
6.	Foster Information Management - System Wide Information Management	CAR States/ Territories
7	Enhance CNS infrastructure as needed to IM SWIM and AIM requirements.	CAR States/ Territories
8	Identify air navigation deficiencies and develop and implement remedial actions	CAR States/ Territories
IV	ENHANCE ATS SITUATIONAL AWARENESS AND SYSTEM AUTOMATED IMPLEMENTATION	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Fellowships to implementation events	
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	
Deliverable 1.3	Technical Assistance Mission (TEAM)	

ACTIVITY #	ACTIVITY DESCRIPTION	RESPONSIBLE
1	Implement ATM surveillance systems to improve accuracy and coverage of traffic situational information and ground and airborne applications (ADS-B, MLAT, etc.) and associated procedures	CAR States/ Territories
2	Enhance surveillance data sharing implementation	CAR States/ Territories
3	Implement ATN Ground – Ground data integration (AMHS, AIDC, etc.) and data link surveillance and applications as required: DCLR, ADS-C and CPDLC	CAR States/ Territories
4	Implement additional/advanced automation support tools to increase aeronautical information sharing	CAR States/ Territories
5	Foster A-SMGCS surveillance and alerting of movements of both aircraft and vehicles on the aerodrome	CAR States/ Territories
6	Enhance ground-based safety nets / timely alerts on the ground, such as short-term conflict alert, area proximity warnings and minimum altitude alarm warning	CAR States/ Territories
7	Implement the use of approach path monitor (APM) to warn the controller of increased risk of controlled flight into terrain during final approach.	CAR States/ Territories
8	Foster trajectory-based operations that uses the capabilities of aircraft flight management systems to optimize aircraft flight trajectories in four dimensions	CAR States/ Territories
9	Enhance CNS infrastructure to support improvements in situational awareness and System Automation interconnection and operation.	CAR States/ Territories
10	Identify air navigation deficiencies and develop and implement remedial actions	CAR States/ Territories
V.	ENHANCE SAFETY, CAPACITY, AND EFFICIENCY OF AERODROME OPERATIONS	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Fellowships to implementation events	
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	
Deliverable 1.3	Technical Assistance Mission (TEAM)	
1	Implement aerodrome certification in accordance with established criteria and certification process	CAR States/ Territories
2	Implement Airport Collaborative Decision-Making (A-CDM)	CAR States/ Territories
3	Identify air navigation deficiencies and develop and implement remedial actions	CAR States/ Territories
VI.	ENHANCEMENT TO AERONAUTICAL METEOROLOGY SERVICE AND DATA EXCHANGE	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Fellowships to implementation events	
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	

ACTIVITY #	ACTIVITY DESCRIPTION	RESPONSIBLE
Deliverable 1.3	Technical Assistance Mission (TEAM)	
1	Increase availability, timeliness, and quality of OPMET data and services:	CAR States/ Territories
2	Establish contingency procedures to disseminate OPMET data via Internet in case of AFTN or WAFS facilities failure	CAR States/ Territories
3	Implement Quality Assurance System programmes for aeronautical meteorological service	CAR States/ Territories
4	Increase the number of automated weather systems at Aerodromes and implement meteorological data downlinks at MET and ATS units	CAR States/ Territories
5	Implement meteorological data uplinks for aircraft from automated meteorological stations and MET and ATS units	CAR States/ Territories
6	Enhance CNS infrastructure to support enhancements in MET service and data exchange.	CAR States/ Territories
7	Identify air navigation deficiencies and develop and implement remedial actions	CAR States/ Territories
VII.	ENHANCEMENTS TO REGIONAL SAFETY	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Fellowships to implementation events	
Deliverable 1.2	Hiring of Subject Matter Experts (SME) for specific tasks	
Deliverable 1.3	Technical Assistance Mission (TEAM)	
1	Improve State Safety oversight capabilities	CAR States/ Territories
2	Effective implementation of SSP	CAR States/ Territories
3	Guidance and support Service Providers' SMS implementation	CAR States/ Territories
4	Implementation of the Regional Aviation Safety Group – Pan America (RASG-PA) Safety Enhancement Initiatives (SEIs)	CAR States/ Territories
5	Effective implementation of Runway Safety Team (RST)	CAR States/ Territories
VIII.	SUPPORT ACTIVITIES FOR ICAO NCLB AND REGIONAL IMPROVEMENTS IN THE AIR AVIATION SECTOR	
Performance Indicators	Timely execution of deliverables in accordance to approved Project Planning Deliverables' content aligned with required Regional Air Navigation and Safety Performance Activities in accordance to CAR Air Navigation and Safety Implementation Plans and agreements	
Deliverable 1.1	Multidisciplinary NCLB TEAM visit to all States	
Deliverable 1.2	Perform data analysis review and draft action plan/implementation projects	
Deliverable 1.3	Continuous monitoring/measuring	
1	TEAM visit to five (5) States in 2016	CAR States/ Territories

ACTIVITY #	ACTIVITY DESCRIPTION	RESPONSIBLE
2	TEAM visit to five (5) States in 2017	CAR States/ Territories
3	TEAM visit to five (5) States in 2018	CAR States/ Territories
4	Follow up TEAM Activities in 2018	CAR States/ Territories

3. BUDGET

- 3.1 The project budget is presented in **Attachment A**.
- 3.2 The ICAO administrative overhead rate for this Project is ten percent (10%).

4. INPUTS

4.1. Inputs to be covered by participant States/international organizations

- 4.1.1 Participating States and organizations shall provide:
- a) Professionals in the required specialties, as candidates to be selected by ICAO to carry out project activities;
 - b) National counterpart personnel corresponding to the specialties of project consultants;
 - c) Administrative support personnel for project advisory missions, as required;
 - d) The participating States and organizations shall continue paying the normal salary of their personnel that is selected by ICAO to carry out project activities, throughout the agreed assignment period;
 - e) The participating States and organizations shall cover the cost of air tickets to and from the places where project activities take place and will continue paying their personnel appropriate salary and other regular allowances to which they are entitled, as long as these project activities last; and
 - f) The participating States and organizations shall provide office facilities, equipment, supplies, as well as local transportation and international communications *via* telephone or other electronic media to the project consultants deputed by their States.

4.2 Project inputs

4.2.1 *Assignment of professional staff:* International consultants and ICAO Regional Officers will be provided to carry out the activities foreseen in those specialties in which the participating States and organizations do not have professionals available and in cases when required by the Regional Office.

4.2.2 *Administrative support:* The necessary administrative personnel will be provided to support the development of project activities.

4.2.3 *Travel costs:* Funds are provided, as necessary, to cover the cost of project coordination, monitoring, or review missions. Funds are provided to finance the missions and *per diems* of the professionals of the participating States and organizations that are selected by ICAO to carry out project activities.

4.2.4 *Training grants:* Subject to approval of the Project Steering Committee, fellowships for trainees will be granted to certain project activities sponsored by States. Each Project member, in deciding which program(s) to participate in, has the flexibility to assign more than one fellowship to selected events, based on the individual priorities of each Member State, without reducing the number of approved project activities or increasing the budget.

4.2.5 *Equipment costs:* Funds may be provided for the purchase of necessary equipment and supplies to carry out project activities.

4.2.6 *Other expenses:* Budget provisions may be used to cover various project expenses, such as the drafting of reports, plans and manuals, translation of documents, and administrative expenses. Project funds will not be used to cover translation and/or simultaneous interpretation services.

5. LEGAL FRAMEWORK

5.1 Overview

5.1.1 This project document shall constitute Annex I to the Management Service Agreement (MSA) between the International Civil Aviation Organization (ICAO) and each Project Member State, as defined in paragraph 1.1.1 (d).

5.1.2 The project document will come into force upon its signing by all parties and will be considered as operationally active, upon receipt at ICAO of the necessary funds as indicated in Section 4 of the previous project document.

5.1.3 Any change, amendment or revision to this project document (including scope, duration, budget, responsibilities, or other), will need to be formally approved in writing by all Parties, using Fast-Track methodology (electronic mail, teleconference, etc.) and codified in the form of an ICAO NACC Regional Office State Letter.

5.1.4 The project can be terminated at any time if after two formal notifications from TCB; the signatories of this document do not fulfil its obligations indicated as inputs towards the achievement of project objectives.

5.1.5 Nothing contained in or relating to this Project Document shall be deemed a waiver, express or implied, of any of the privileges and immunities of ICAO and its personnel. The Parties to this agreement shall, jointly and severally, indemnify, hold harmless and, in consultation with ICAO, defend ICAO, including its personnel, from any and all actions, claims or other demands arising out of any act performed by ICAO on behalf of the Parties pursuant to this Project Document. The obligation under this clause does not lapse upon termination or completion of this Project Document.

5.2 Project Rules and Regulations

5.2.1 All project's activities are managed in accordance with the applicable ICAO policies, rules, regulations, processes and practices and applicable process and procedures. These will include development of comprehensive work plan and communication strategy. In particular, the procurement of equipment or services are carried out in accordance with ICAO's Procurement Code, Financial Regulations and Rules, and applicable process and procedures

5.2.2 ICAO will recruit and deploy international experts/personnel in accordance with ICAO policies, practices, ICAO/TCB Field Staff Services Rules and applicable process and procedures. In particular, as consultants engaged by ICAO, their entitlement payments will be issued by ICAO. The lead-time required for the recruitment of the experts may range between 6 weeks to 3 months, from the moment the funds are received at ICAO until the deployment of the expert(s). In the eventuality of a contract extension being required for one or more ICAO expert(s), the ICAO NACC RO/TA will need to issue the necessary request at least three (3) months prior to the end of the ICAO expert(s)' contract, subject to availability of funds; the request will include a justification and corresponding additional duration, as appropriate. Any travel and other expert mobilization/demobilization costs incurred due to delayed notification will be borne by the project.

5.2.3 The reception and management of funds for this project are subject to ICAO's Financial Regulations and Rules, and applicable process and procedures. The use of any of the resources for this project will be processed upon reception of proper formal authorization from the government or its entitled representative and ICAO.

5.2.4 The unauthorized use of resources will result in discontinuing the project's activities.

5.2.5 The provision of financial management and budgetary control of the project and submitting financial reports will be in accordance with ICAO rules, regulations, process and procedures.

5.2.6 All project activities, including reports and/or deliverables prepared by the ICAO experts may be reviewed by ICAO Headquarters and/or the NACC Regional Office, as appropriate.

5.2.7 ICAO will provide to the ICAO NACC RO/TA the unaudited financial statements concerning the services covered by this document, indicating the status of the funds, in US dollars. Any clarification or discrepancy with the financial statements must be officially communicated to ICAO within 30 days of receiving them, after which they are deemed accepted. .

5.2.8 If additional information is required after the deadlines set in the previous paragraph, costs related to such information will be charged to the project, with prior approval.

6. PROJECT MONITORING, REVIEW AND REPORTING

6.1 Monitoring activities

6.1.1 The overall implementation of the project is monitored through regular reporting and project review meetings as appropriate.

6.1.2 ICAO NACC will execute and monitor the project in close consultation with the Project Steering Committee and with the members of the Project Evaluation Commission,

6.1.3 ICAO will maintain the financial accounting and budgetary control of the project and will provide financial reports to the Project Steering Committee.

6.1.4 ICAO may carry out monitoring missions, as necessary, on site to monitor the progress of the project, following the approved work plan or as required.

6.2 Reporting

6.2.1 Reports will be submitted to the appropriate stakeholders in accordance with the approved work plan.

6.2.2 The ICAO NACC RO/TA will submit the following reports to ICAO. After review, ICAO will make the reports available to the Steering Committee, as necessary:

- a) Work Plan Report (WPR) submitted by the assigned project coordinator within four weeks of the deployment of the ICAO expert(s). The WPR covers all the implementation activities required for the completion of the project deliverables, including detailed schedule, milestones and tasks.
- b) Project Progress Report (PPR) submitted in accordance with the approved work plan or as needed.
- c) Technical Report (TC) submitted in accordance with the approved work plan or as needed.
- d) Annual Project Progress Report (APPR) submitted by 30 November of the calendar year. There is no APPR if the project ends within the first three months of the following year.
- e) Draft Project Terminal Report (PTR) submitted two months prior to the end of the project.
- f) Project Terminal Report (PTR) submitted at the end of the project.

6.2.3 All reports cover the full spectrum of the project activities. It is the responsibility of the ICAO NACC RO/TA to compile the input of all team members into a single document.

6.2.4 All trip reports and other reporting documentation will be submitted to the ICAO NACC Regional Office in either the Spanish or English language for review and information as may be required.

6.3 Project Review Meetings

6.3.1 Project review meetings may be held as necessary, or as required by vote of the Project Steering Committee, in order to assess the progress of the Project and to agree on follow-up actions as necessary. In order to minimize cost, they would be held via teleconference, or, as requested by the Project Steering Committee, held at a site to be determined by a consensus of the Project Membership.

6.4 Handover of Deliverables

6.4.1 All tangible deliverables produced by the project experts are submitted to the ICAO NACC RO/TA.

6.4.2 If any follow-up action is required, the ICAO NACC RO/TA, will consult with the technical experts, and document any necessary actions taken.

6.5 Project Resources

6.5.1 *Funding:* Member States will transfer to ICAO the funds covering the total cost of the present project, prior to the beginning of each calendar year, and prior to the start of project activities. The contribution of each Project Member State, as agreed, is 25,000.00 USD (Twenty Five Thousand US Dollars).

6.5.2 *National Counterparts:* The ICAO NACC RO/TA will act as main focal point for the duration of the project. The Project will assign national counterparts, to serve both on the Project Steering Committee and the Project Evaluation Committee, who will serve as the point of contact for ICAO during the project. The national counterparts will assist the ICAO NACC RO/TA in the overall coordination of activities.

6.5.3 *Administrative Support:* The ICAO NACC RO/TA and the ICAO NACC Technical Cooperation Associate will provide administrative support to the ICAO PC and experts as necessary. In particular, adequate secretary and accounting administrative staff, including IT support, drivers, messengers, clerks and translators/interpreters, if required, will be requested of Member States as appropriate.

6.5.3 *Office Accommodation:* Member States hosting projects will provide suitably furnished and equipped office space and furniture for the ICAO experts, consultants and support personnel as necessary.

6.5.4 *IT equipment:* Member states hosting projects will provide basic equipment such as telephones, computers, photocopiers, high speed internet connection, printers, scanners, etc. to the ICAO experts.

6.5.5 *Documentation/support material:* As required, Member States hosting projects will provide all relevant documentation, which is required by the project staff to perform their duties at the start of and during the project activities. All documents and material provided to ICAO will be kept in strict confidence. ICAO is not responsible for the accuracy or correctness of any document/material provided by the State. It will be the Host's responsibility to ensure the ICAO experts are provided with all the translated documentation, information and data in a timely manner to complete their assignment.

6.5.6 *Authorizations:* Member States hosting projects will provide the ICAO experts with authorizations necessary to access any of the work sites contained within the approved work plan as may be required.

6.5.7 *Transportation:* Member States hosting projects will arrange suitable private vehicle ground transportation to/from the workplace and for project activities at different locations and airport upon arrival and departure to the ICAO expert(s) as necessary in the performance of their duties.

6.5.8 *Duty travel:* The Project will support the cost for transport and all applicable allowances of the ICAO experts and project personnel for duty travel within the country as required.

6.5.9 *Security:* Member States hosting projects will provide the necessary security to ensure the ICAO experts can discharge their duties.

6.5.10 *Operational responsibilities:* The ICAO NACC RO/TA, along with Member States hosting projects will ensure all the necessary approvals required for the implementation of the project activities, scheduling of interviews or conduct of on-site visits with government authorities or other stakeholder personnel are carried out within the deadlines prescribed in the approved work plan.

6.5.11 *Others:* The ICAO NACC RO/TA, in cooperation with the corresponding National Authority will facilitate the issuances of visas, accreditations or residence permits for the ICAO experts and recognized dependants ensuring the expeditious relocation of them at the duty station and for the whole duration of their ICAO contracts and subsequent renewals.

6.5.12 *Mission travel:* The mission travel cost for ICAO staff relating to project monitoring and oversight as may be required will be paid by project funds.

6.5.13 *Procurement:* ICAO will provide procurement services for equipment that may be required for the implementation of this project.

6.5.14 *Miscellaneous:* Reporting costs, administrative overhead charges, and other miscellaneous charges that may be incurred will be paid by project funds.

7. RISKS

7.1. The factors that could delay or impair the achievement of the objectives and results of the project are:

- a) Low number of States agreeing to participate. For the project to break even, a minimum number of States' participation has to be ensured.
- b) The timely payment of contributions by participant States and organizations.
- c) Possible delays in the selection of the professional staff for the project.
- d) Bureaucratic delays in purchase approvals.
- e) Delay in aircraft equipage. The involvement of aircraft operators in the decision-making could mitigate this risk.
- f) Insufficient data provided. Commercial databases could mitigate this risk.

7.2. A likely factor that in time could cause serious delays or prevent the achievement of project objectives and results would be a drastic change in the political or economic situation of the participant States.

8. PRIOR OBLIGATIONS AND PRE-REQUISITES

8.1. *Contributions:* The Member States and organizations undertake to deposit their cost-sharing contributions to the project as defined in paragraph 6.5.1 above. A payment time schedule will be defined by the Steering Committee at the proper instance, but shall be expected at the beginning of each calendar year of the project

All payments made to ICAO shall be made in U.S. dollars and deposited in the ICAO bank account as follows:

Pay to: //CC000305101
Royal Bank of Canada
Sainte Catherine and Stanley Branch
Montreal, Quebec, Canada

For credit to: 05101 404 6 892 ICAO Pool Account

The funds and activities under this Project Document shall be administered according to applicable ICAO regulations, rules, directives, procedures and practices.

8.2 *Logistics:* The States hosting project activities shall provide the professional staff of the project with all the reference material and background information available with regard to the activities to be carried out, as well as the authorizations, approvals, permits, and logistic support that may be required to fulfil their functions.

8.3 *Legal provisions:* The participating States and organizations will ensure the application of the necessary legal provisions to retain the personnel trained by the project, at least, for the duration of the project.

8.4 *ICAO responsibility:* ICAO will sign the project document and will provide the assistance agreed upon, subject to the fulfilment of the aforementioned obligations and prerequisites. If one or more of the prerequisites is not fulfilled, ICAO may, at its own discretion, suspend or end the assistance.

9. PROJECT SUPERVISION, REPORTING AND EVALUATION

9.1 *Project review:* At least once every 12 months, the project will be subject to a joint review by the representatives of the participating States and organizations, who make up the Project Steering Committee, and the first of said reviews will take place within the first 12 months from the start of full implementation. The ICAO NACC RO/TA will draft and submit a project performance report every quarter and at each of the joint review meetings. During the execution of the project, additional reports of this kind may be requested as necessary.

9.2 *Final report:* A project terminal report will be prepared for submittal at the final joint review meeting. The draft of this report will be prepared sufficiently in advance so that the steering committee may examine it and adjust its technical aspects at least four months before the final joint review.

9.3 *Project assessment:* The parties will jointly determine if the project must be subject to an assessment. If so decided, the necessary budgetary provisions and arrangements must be made through consultations among the signatories to the project document regarding the composition of the assessment mission, its terms of reference and the time it will require.

9.4 *Role of the Project Steering Committee:* The following types of project document reviews will only require the approval of the steering committee, provided it has the assurance that the other signatories to the project document have no objections to the proposed changes:

- a) The review of any of the project document attachments or their addenda;
- b) Reviews that do not imply significant changes to the immediate objectives, results or activities of the project, but which respond to a redistribution of the inputs agreed upon or to expenditure increases due to inflation; and
- c) Mandatory annual reviews to reschedule the delivery of inputs agreed for the project, or to increase expenditures due to inflation, or to accommodate the flexibility margin of the executing body in terms of expenses

ATTACHMENT A

DRAFT PROJECT BUDGET

PROJECT BUDGET COVERING MSA CONTRIBUTION (IN UNITED STATES DOLLARS)

COUNTRY: REGIONAL
PROJECT NO: RLA09801
PROJECT TITLE: ASSISTANCE TO CIVIL AVIATION
WORK ORDER: RLA09801-01
VERSION: 1

		TOTAL		2011		2012		2013		2014		2015		2016		2017		2018		2019	
		w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$	w/m	\$
PROJECT PERSONNEL																					
INTERNATIONAL PROFESSIONAL POSTS																					
B554A	CONSULTANTS		107 800											25 000		26 300		27 600		28 900	
SUB-TOTAL (INTL PROFESSIONAL POSTS)			107 800											25 000		26 300		27 600		28 900	
B814A	INTERNATIONAL TRAVEL		978 249		4 053				3 087		55 609		92 200		191 000		200 600		210 600		221 100
TOTAL (PROJECT PERSONNEL)			1 086 049		4 053				3 087		55 609		92 200		216 000		226 900		238 200		250 000
TRAINING																					
B802A	FELLOWSHIPS INDIVIDUAL - INTL		1 266 061				1 547		35 392		105 069		37 953		252 000		264 600		277 800		291 700
TOTAL (TRAINING)			1 266 061				1 547		35 392		105 069		37 953		252 000		264 600		277 800		291 700
EQUIPMENT																					
B751B	NON-EXPENDABLE EQUIPMENT – INTL		102 500																50 000		52 500
TOTAL (EQUIPMENT)			102 500																50 000		52 500
MISCELLANEOUS																					
B807M	MISCELLANEOUS EXPENSES		58 233				125		513		2 827		1 768		11 700		12 300		14 200		14 800
B754A	OVERHEAD CHARGES		251 314		405		167		3 899		16 351		13 192		48 000		50 400		58 000		60 900
TOTAL (MISCELLANEOUS)			310 147		405		292		4 412		19 178		14 960		59 700		62 700		72 500		76 000
PROJECT TOTAL			2 764 757		4 458		1 839		42 891		179 856		145 113		527 700		554 200		638 500		670 200

— END —