



International  
Civil Aviation  
Organization

Organisation  
de l'aviation civile  
internationale

Organización  
de Aviación Civil  
Internacional

Международная  
организация  
гражданской  
авиации

منظمة الطيران  
المدني الدولي

国际民用  
航空组织

When replying please quote:

Ref.: NT-N1-3.6 — E.OSG-NACC93575

30 June 2022



To: States, Territories and International Organizations

Subject: **Invitation – Thirty-Seventh MEVA Technical Management Group Meeting (MEVA/TMG/37)**  
Mexico City, Mexico, 8 to 10 August 2022

Action

Required:

- 1) Submission of documentation by **30 July 2022**
- 2) Online registry by **05 August 2022**
- 3) Approval/signature of the Management Service Agreement Project (MSA) by **8 August 2022**

Dear Sir/Madam,

Further to the call from the MEVA TMG rapporteur, I hereby invite you to participate in the Thirty-Seventh MEVA Technical Management Group Meeting (MEVA/TMG/37), the purpose of which is to monitor the operation of the current MEVA network and the improvements that can be implemented over the years that it remains operational, and also that the States, in a coordinated effort, define the technical and operational requirements of the new Caribbean Air Navigation Services Network (CANSNET). The meeting will be held in Mexico City from 8 to 10 August 2022 in person according to the provisional agenda and schedule (**Attachments A and B**).

The MEVA telecommunications network is in its penultimate year of operation as per contractual conditions, and by March 2025 it will be disabled. As you know, the network is insufficient to meet the technical and operational requirements of the region and requires support for the implementation of services in the near future.

The development of the CANSNET communications network will replace the MEVA network and will provide the necessary services for the region. It will become a digital network that will allow not only the expansion of communications and services between the States of the NAM and CAR Regions, but also to other regions with which these States have operations, such as the South America, Europe and Africa Regions.

.../2

As such, following the MEVA agreement to conduct the bidding of the network with ICAO Technical Cooperation Bureau (TCB), on the last Tenth North American, Central American and Caribbean Directors of Civil Aviation Meeting (NACC/DCA/10), held at Fort-de-France, Martinique, France Fort-de-France, Martinique, France, 21-23 June 2022, a collective Management Service Agreement (MSA) project document (**Attachment C**) was shared with the MEVA members present in the meeting. The approval and signature of this MSA prior to the MEVA/TMG/37 meeting will be appreciated.

In this sense, all MEVA/TMG members, technical personnel responsible for MEVA maintenance, operating personnel who use the network, and the MEVA service provider and project managers of the States are invited to participate in the meeting, as well as other persons who due to their role should attend to cover the topics that will be developed. You are kindly requested to nominate the staff you deem suitable by **05 August 2022**. The selected staff must register for the meeting using the following link:

<https://forms.gle/HbrTqpFeb1FYd88y7>

Likewise, the participants must be able to provide the technical, operational, and administrative information required to finalize the document "Terms of Reference of the CANSNET Communications Network" (RFP). This document will be the basis for the bidding of the network.

The working languages of the meeting will be English and Spanish and simultaneous interpretation will be provided in order to have a better discussion of the information that will be presented during the meeting.

Any comments and documentation that your Administration/Organization wants to send to the meeting must be sent to this ICAO NACC Regional Office before **25 July 2022** in Microsoft Word format using the attached templates (**Attachments D, E, and F**). The study notes, with a maximum length of four pages excluding appendices, must be brief, contain some action, and be focused on the topic.

**Only the working papers submitted by the States/Territories that are received in this office no later than 25 July 2022** will be translated, in order to guarantee their timely processing. Working papers received in this office after that date must be sent in both languages, otherwise, they will become information notes. Information notes will be published only in the language(s) submitted. Notes from international organizations will not be translated and will be published only in the language(s) submitted. **The deadline to receive notes is 05 August 2022. The dates for submitting documents will be strictly complied with.** You are encouraged to submit documentation in both meeting languages (English and Spanish).

As soon as it is ready, all the documentation will be available in the meetings section of the following website: <https://bit.ly/3Og8Wy8>. Since this documentation will be in electronic format, no hard copies will be distributed during the event.

If you require further information about this meeting, please contact Ms. Layla Rodriguez ([layla.rodriguez@aeronav.avianet.cu](mailto:layla.rodriguez@aeronav.avianet.cu)), MEVA/TMG Rapporteur, Ms. Mayda Ávila ([mavila@icao.int](mailto:mavila@icao.int)), Regional Officer, Communications, Navigation and Surveillance (CNS), and/or with Mr. Gabriel Gutiérrez, Assistant ([ggutierrez@icao.int](mailto:ggutierrez@icao.int)).

Accept, Sir/Madam, the assurances of my highest consideration.



Firma Digital Digital Signature

for  
Melvin Cintron  
Regional Director  
North American, Central American and  
Caribbean (NACC) Regional Office

**Enclosure:** *As indicated*

*M:\MEVA\MEVA TMG\MEVA TMG37\Correspondence\NACC93575CNS-States-InvitationMEVA-TMG37.docx / GGS*



ICAO

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

**Thirty-Seventh MEVA Technical Management Group Meeting  
(MEVA/TMG/37)**

Mexico City, Mexico, from 8 to 10 August 2022

---

**APPENDIX A  
PROVISIONAL AGENDA**

**Agenda Item 1: Review and Approve the Agenda of the Meeting, the Work Modality, and the Schedule**

**Agenda Item 2: Operations and Performance of the MEVA III Network**

- 2.1 Operation and Performance of the MEVA Network 06/2021 - 07/2022
- 2.2 MEVA III Monitoring and Reporting
- 2.3 Operation of the MEVA III Network During the Rest of its Current Contract

**Agenda Item 3: CANSNET Project**

- 3.1 Review of the Draft Document of Technical Specifications of the CANSNET Network
- 3.2 Analysis of the Administrative, Technical, and Operational Requirements of Each State that Must Be Integrated Into the Project Document
- 3.3 Assessment of Regional Requirements and Integration to Other Global Aviation Networks.

**Agenda Item 4: Other Business**

-----

**PROVISIONAL AGENDA  
EXPLANATORY NOTES**

**Agenda Item 1: Review and Approve the Agenda of the Meeting, the Work Modality, and the Schedule**

Under this Agenda Item, the agenda, schedule and form of work will be reviewed and approved.

**Agenda Item 2: Operations and Performance of the MEVA III Network**

Under this Agenda Item, the reports on the operation of the MEVA network from June 2021 to July 2022, the failures presented and their solution will be followed up, and the actions that must be implemented to prevent the failures of the MEVA network impact on regional aviation will be discussed.

Likewise, the actions to be carried out regarding the operation and maintenance of the network for the rest of the validity of the contract with the current MEVA provider will be discussed.

**Agenda Item 3: CANSNET Project**

Under this Agenda Item, the implementation works of the Caribbean Air Navigation Services Network (CANSNET), and the development of the draft document in its final version of the terms of reference of the project will be followed-up, integrating all the specific elements of the States to ensure proper implementation of a cooperative, flexible regional network of economic benefit to all Member States.

**Agenda Item 4: Other Business**

Any additional matters proposed by the participants will be discussed under this agenda item.

— — — — —

**ATTACHMENT B**

**THIRTY-SEVENTH MEVA TECHNICAL MANAGEMENT GROUP MEETING  
(MEVA/TMG/37)**

Mexico City, Mexico, 8 to 10 August 2022

**PROVISIONAL SCHEDULE**

<b>Time</b>	<b>Monday 08 August</b>	<b>Tuesday 09 August</b>	<b>Wednesday 10 August</b>
<b>08:30–09:00</b>	<i>Opening</i>		
<b>09:00–09:30</b>	Agenda Item 1	Agenda Item 3	Agenda Item 3 (cont.)
<b>09:30–10:30</b>	Agenda Item 2		
<b>10:30–11:00</b>	<i>Coffee Break</i>		
<b>11:00–12:30</b>	Agenda Item 2 (cont.)	Agenda Item 3 (cont.)	Agenda Item 4
<b>12:30–13:30</b>	<i>Lunch</i>		
<b>13:30–15:00</b>	Agenda Item 2 (cont.)	Agenda Item 3 (cont.)	Review of draft conclusions
			Closing

-----



## MANAGEMENT SERVICE AGREEMENT

BETWEEN  
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION  
AND  
THE RLA22801 PROJECT MEMBER STATES

The RLA22801 Project Member States, hereinafter referred to as the CANSNET Member States represented as stated in the signature page of this Agreement and

The International Civil Aviation Organization, hereinafter referred to as "ICAO", represented by the Secretary General;

Hereinafter referred to as the "Parties";

AGREE ON THE FOLLOWING:

### 1. GENERAL PROVISIONS

1.1 The Parties agree to enter into an agreement regarding management and other services to be provided by or through ICAO, as specified in this Management Service Agreement (hereinafter referred to as "this Agreement").

1.2 A detailed description of the Project(s) in relation to which specific services are going to be provided will be set out in, and designated, as Annex(es) to this Agreement, which shall form an integral part of this Agreement.

1.3 The CANSNET Member States shall submit requests to ICAO for the specific services it wishes to be provided by or through ICAO. Such requests are subject to the approval by ICAO. The approved services (hereinafter referred to as "the Services") shall be specified in the Annex(es) to this Agreement and shall be furnished in accordance with ICAO's regulations, rules, directives, procedures and practices. Notwithstanding the above, the CANSNET Member States shall retain overall responsibility for the implementation of the Project(s).

1.4 The specific responsibilities of the Parties with regard to the contribution for the implementation of Project(s) shall be outlined as inputs in the Annex(es) to this Agreement.

1.5 ICAO and the CANSNET Member States shall maintain close consultations in respect of all aspects of the provision of the Services under this Agreement.

1.6 Any change to the the scope of the Project(s) shall require negotiations between the Parties.

1.7 ICAO shall, on behalf of the CANSNET Member States, contract for inputs required for the provision of the Services as specified in the Annex(es) to this Agreement. If such inputs involve the recruitment of personnel and/or contractors, the modality of such recruitment and the signature of the respective contracts shall be subject to agreement with the CANSNET Member States.

1.8 In the performance of their duties, the recruited personnel and/or contractors shall collaborate closely with officials of the CANSNET Member States and shall act in conformity with such general guidelines as the CANSNET Member States may establish in consultation with ICAO. The latter shall furnish to the above-mentioned personnel and/or contractors whatever guidance ICAO deems necessary for the successful implementation of the Services.

1.9 Unless agreed otherwise by the CANSNET Member States and ICAO in the Annex(es) to this Agreement, the CANSNET Member States 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 the Services and related support.

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

## **2. FINANCING PROVISIONS**

2.1. The estimated total cost of the Services will be indicated in the Annex(es) to this Agreement<sup>1</sup>. For management of the Services, ICAO shall be paid Administrative Charges as indicated in the Annex(es). The total cost (Services and Administrative Charges) of the Project(s) may not exceed the amount reflected in the Annex(es) without the prior agreement of the CANSNET Member States.

2.2. Upon signature of the Annex(es), the CANSNET Member States shall deposit the amounts detailed in the Annex(es) to cover the estimated cost of the Services and Administrative Charges. In the case of procurement services, the actual cost of such Charges shall be confirmed following a tender or request for quotation. Should the actual cost be more than the estimated cost, the CANSNET Member States shall deposit such amounts to make up the difference within 30 days of being infomed to that effect.

2.3. 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:

---

<sup>1</sup> Annex(es) to this Agreement shall be in the form of a Project Document.

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: RLA22801  
ICAO Pool Account

Swift code: ROYCCAT2

2.4. ICAO shall not be obliged to begin or continue the provision of the Services until the payments mentioned in paragraphs 2.2 and 2.6 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. ICAO shall have a right to set off any amounts incurred pursuant to paragraph 6.1.

2.5. ICAO shall furnish the CANSNET Member States 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 of each year. After ICAO has concluded the provision of the Services, it shall submit to the CANSNET Member States a final financial statement. In the event that the CANSNET Member States requests that a special audit/evaluation of its account or project under this Agreement be performed by the Internal or External Auditor of ICAO, the CANSNET Member States shall bear the cost of such audit.

2.6. 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 CANSNET Member States to that effect, and additional funds, shall be made available to ICAO no later than 30 days of being informed to that effect, before the continuation of the project.

2.7. Any balance of funds not disbursed and not committed at the conclusion of the provision of the Services shall be returned to the CANSNET Member States on request, or be retained in the account for future use as determined by the CANSNET Member States.

### **3. PROCUREMENT SERVICES PROVISIONS**

3.1. ICAO may acquire, at the request and on behalf of the CANSNET Member States and in conformity with this Agreement and ICAO's Procurement Code, the necessary equipment and services described in the Annex(es) to this Agreement.

3.2. The CANSNET Member States shall be responsible for the custom clearance process, including the payment of any tariff duties, taxes or similar fees directly related to the release from customs of the equipment and supplies that are not subject to exemption by the relevant Government.

3.3. The CANSNET Member States undertakes to ensure that adequate funds are on deposit with ICAO either to cover procurement requisitions submitted and/or the related administrative overhead charges calculated in accordance with the Scale of Charges found in the Annex(e)s, and that in the event of ICAO notifying the CANSNET Member States that funds on deposit are inadequate to cover proposed

purchases and the related administrative overhead charges, the amount requested will be deposited without delay. The CANSNET Member States accept that until such time as adequate funds have been deposited, action in respect of the outstanding purchases will be held in abeyance.

3.4. Should an on-going Service(s) approved by the CANSNET Member States be cancelled, deferred or otherwise modified by the CANSNET Member States, ICAO shall be entitled to recover its costs based on the amount of work that has been completed in the implementation of the said Purchase Requisition. ICAO shall invoice the corresponding amount to the CANSNET Member States.

3.5. If, after issuance of the purchase order/contract, additional funds are required to meet additional unavoidable costs, the CANSNET Member States shall deposit the additional sum required within thirty days of notification by ICAO.

3.6. An amendment to a Purchase Order/Contract shall not decrease the Administrative Charges associated with the issuance of the original Purchase Order/Contract.

3.7. Following the acceptance of the equipment by ICAO on behalf of the CANSNET Member States, title of ownership and all associated risks of loss or damage, shall pass automatically from the supplier of the equipment to the CANSNET Member States.

3.8. When it is not clearly established that the equipment to be procured is intended primarily for civil aviation purposes, ICAO reserves the right to decline to undertake the procurement of the equipment.

#### **4. ICAO PRIVILEGES AND IMMUNITIES**

4.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ICAO, its officers, staff, assets and funds either pursuant to the *Convention on the Privileges and Immunities of the Specialized Agencies, 1947* or other applicable conventions, agreements, laws or decrees.

#### **5. CORRESPONDENCE**

5.1 All correspondence relating to the implementation of this Agreement other than this signed Agreement or the amendments thereto, shall be addressed as detailed in the Annex(es) to this Agreement.

5.2 The CANSNET Member States shall keep ICAO duly informed of all measures which it adopts for the fulfilment of this Agreement or which may affect this Agreement.

#### **6. LIABILITY**

6.1 The CANSNET Member States shall save, indemnify, hold harmless and, as advised and authorized by ICAO, defend ICAO, its officials, agents and employees, from and against all actions, suits, proceedings, claims, demands, losses and liability of any kind or nature brought against ICAO, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments, and damages. The

obligation to hold ICAO so harmless shall be applicable regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

6.2 The obligation under this clause shall survive the termination of this Agreement.

## **7. Officials Not to Benefit**

7.1 The CANSNET Member States warrant that no official of ICAO/CANSNET Member States/Government of each CANSNET Member State has been or shall be admitted by the CANSNET Member States to any direct or indirect benefit arising from this Agreement, including the Annex(es).

## **8. Force Majeure**

8.1 In the event of force majeure, the obligations and responsibilities of ICAO under this Agreement shall be suspended to the extent of its inability to perform them and for as long as such inability continues.

8.2 Force Majeure as used herein shall mean acts of nature, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either Party and which neither Party is able to reasonably foresee and/or overcome.

## **9. Settlement of Disputes**

9.1 Amicable Settlement: Negotiations

The Parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, this Agreement or the breach, termination or invalidity thereof, within a time period of ninety (90) days.

9.2 Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within ninety (90) days, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. The Parties agree that the arbitration be conducted by an arbitral tribunal consisting of a sole arbitrator. If the Parties cannot agree on a sole arbitrator within sixty (60) days, the appointment of the arbitrator shall be made in accordance with Article 8 of the UNCITRAL Arbitration Rules. The place of arbitration shall be Montreal, Quebec, Canada, and it shall be conducted in the English language. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **10. ENTRY INTO FORCE, AMENDMENTS AND TERMINATION**

10.1 This Agreement shall come into effect on the date on which it has been signed by the last of both Parties. It shall continue to be in force until terminated under paragraph 10.3 below. Upon coming into force, it shall supersede any existing agreements concluded between the Parties on the same subject matter.

10.2 This Agreement may be amended at any time by written agreement between the Parties.

10.3 This Agreement may be terminated at any time, by either Party, giving to the other a written notification. This Agreement shall terminate sixty (60) calendar days after receipt of the said notification. The obligations assumed by the Parties under this Agreement shall survive the 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 CANSNET Member States within 30 days of the notification of termination.

Por la Organización de Aviación Civil  
Internacional:

Firma: \_\_\_\_\_  
Nombre: \_\_\_\_\_  
Título: \_\_\_\_\_  
Fecha: \_\_\_\_\_

**Approved on  
behalf of:**

**Name**

**Position**

**Signature**

**Date**

**Aruba**

\_\_\_\_\_

**Bahamas**

\_\_\_\_\_

**Cayman Islands**

\_\_\_\_\_

**Cuba**

\_\_\_\_\_

**Curacao**

\_\_\_\_\_

**Dominican  
Republic**

\_\_\_\_\_

**Haiti**

\_\_\_\_\_

**Jamaica**

\_\_\_\_\_

**México**

\_\_\_\_\_

**Panama**

\_\_\_\_\_

**Sint Maarten**

\_\_\_\_\_

**United States**

\_\_\_\_\_

**COCESNA**

\_\_\_\_\_