

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

in relation to arrangements for Australia's participation in
the International Civil Aviation Organization
2023

1 THE PARTICIPANTS

1.1 The Participants to this Memorandum of Understanding (MOU) are:

- The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (Infrastructure)
- The Civil Aviation Safety Authority (CASA)
- Airservices Australia (Airservices).

2 PURPOSE

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

3 MEETING MANAGEMENT AND REPORTING

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

4 AUSTRALIAN MISSION TO ICAO – APPOINTMENT OF OFFICERS

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

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

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

5 AUSTRALIAN MISSION TO ICAO EXPENSES AND OPERATING COSTS

- 5.1 Infrastructure will meet the payment of Australia's financial contribution (annual assessment) to ICAO as outlined in the Infrastructure Portfolio Budget Statement.
- 5.2 The funding of the full costs of maintaining the Australian presence at ICAO in Montreal (this includes office expenses, official hospitality, agreed salaries and allowances) will be shared between Infrastructure, Airservices and CASA.
- 5.3 Infrastructure will draft the projected budget in consultation with Airservices and CASA before obtaining AIG approval on the final projected budget. The draft budget will be provided to Airservices and CASA in May of the previous financial year, where practicable.
- 5.4 In managing financial arrangements between Tripartite agencies, Infrastructure will:
 - Keep full accounting details of all ICAO related expenditure.
 - Provide quarterly reconciliation reports to agencies for review.
 - Generate an invoice to CASA and Airservices for their share of ICAO expenses once agreement has been reached. These invoices will be issued no later than one month following the close of a quarter.
 - Provide year to date expenses and projections to agencies and to the Australian Permanent Mission to ICAO quarterly to enable agencies and the Mission to track expenditure.
- 5.5 Any additional expenses over \$10,000 that are not in the approved budget will require a formal submission to be reviewed by Infrastructure, CASA and Airservices, with approval by AIG.
- 5.6 Australia's Permanent Representative to ICAO (and Council Representative) has the responsibility of managing all expenses in relation to the Australian Permanent Mission to ICAO with the exception of salaries and conditions which are overseen by Infrastructure in the case of the Permanent Representative to ICAO (and Council Representative) and Air Navigation Commissioner, and DFAT in the case of LES.
- 5.7 In the event of an increase in access and duties for the Australian Permanent Mission to ICAO by another agency, the Tripartite may seek to recover the costs and consider revising Tripartite arrangements.

6 ICAO ASSEMBLY

- 6.1 The ICAO Assembly is convened by the Council not less than once in three years, normally at the ICAO headquarters in Montreal, Canada. Assemblies are usually conducted over a two-week period.
- 6.2 The Assembly undertakes a range of functions including reviewing the work of ICAO in the technical, administrative, economic, legal and technical cooperation fields and sets the direction for the next three years. The Assembly updates the consolidated resolutions of its committees which summarise the ICAO position on key topics.

- 6.3 Each Member State may send delegates and technical advisors who represent their State at plenary and sessional meetings of the Assembly.
- 6.4 Given the Assembly covers a range of aviation objectives including air navigation, aviation safety, aviation security, aviation facilitation, economic development and the environment, the Australian delegation to the Assembly will be led by a Senior Executive Service (SES) Band 2 (B2) officer or above from Infrastructure who will be designated as the Chief Delegate. If a SES B2 officer or above from Infrastructure is not available, the members of the Tripartite will be consulted by Infrastructure on who should be the Chief Delegate for the delegation. Other delegation members may be nominated as Alternate Chief Delegates.
- 6.5 As well as Infrastructure, the Australian delegation can also include representatives from the other members of the Tripartite, as well as from other departments and agencies including Home Affairs, DFAT, and specialist aviation-related agencies, if required.
- 6.6 Infrastructure will seek to finalise the composition of the delegation in consultation with other departments and agencies no less than six weeks prior to the holding of an Assembly to facilitate prior accreditation of delegation members.

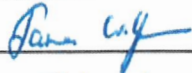
7 DURATION, VARIATIONS & DISPUTE RESOLUTION

- 7.1 This MOU commences on the date it has been signed by a representative of each of the agencies participating in this MOU. This MOU terminates and replaces any existing MOUs.
- 7.2 This MOU will be reviewed by the Tripartite every 3 years after the date of commencement. The Tripartite will review the MOU and provide advice to AIG as to its continuation or recommended amendments.
- 7.3 The Tripartite may review the operation of the MOU on a periodic basis and consult with each other about improving the operation of the MOU where necessary. This may include ongoing monitoring by the Tripartite, with significant issues to be considered at management meetings. The outcome will be referred to AIG for noting or resolution of issues if required.
- 7.4 In the event that any disputes arise in respect to any of the provisions of this MOU, the parties agree that the dispute will be referred to AIG for resolution. If the dispute is still not resolved, the issue will be referred to APG for resolution.
- 7.5 Any part of this MOU may be amended at any time with the mutual consent of the Tripartite. The MOU may be varied or terminated by exchange of letters between any member of the Tripartite.

8 SIGNATORIES

This MOU was agreed between:

Name: JAMES WOLFE

Signature: 

Date: 7 July 2023

Representative of the Department of
Infrastructure, Transport, Regional
Development, Communications and the
Arts

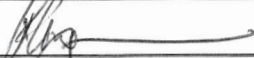
Name: Pip Spence

Signature: 

Date: 12 July 2023

Representative of the Civil Aviation Safety
Authority

Name: PAUL LOGAN

Signature: 

Date: 12/7/2023

Representative of Airservices Australia