Prot. n. 0040863 del 29/03/2022 - [UOR: SI001070 - Classif. II/8]

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

AND

UNIVERSITA' DEGLI STUDI DI MESSINA

ON

TRAINAIR PLUS PROGRAMME "CORPORATE PARTNERSHIP"

BETWEEN:

The **INTERNATIONAL CIVIL AVIATION ORGANIZATION** having its head office at 999 Robert-Bourassa Boulevard, City of Montréal, Province of Quebec, H3C 5H7, ("ICAO"), herein acting and represented by Dr. Fang Liu, Secretary General,

AND:

L'Università degli Studi di Messina, having its head office at Piazza Pugliatti n. 1, 98100 - Messina, herein acting and represented byProf. Salvatore Cuzzocrea, Rector of the University,(hereinafter referred to as the "UNIME")

Herein after individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS ICAO, a specialized agency of the United Nations, was created in 1944 to promote the safe and orderly development of international civil aviation throughout the world, and establishes Standards and Recommended Practices (SARPS) necessary for the safety, security, efficiency and regularity of international civil aviation, and serves as the forum for cooperation in all fields of civil aviation among its Member States;

WHEREAS UNIME wishes to become a Corporate Partner in the ICAO TRAINAIR PLUS Programme and to thereby cooperate with ICAO, on a non-exclusive basis**;**

NOW THEREFORE the Parties share the following mutual understandings:

1. Objective and Scope

1.1. The purpose of this Memorandum of Understanding ("**MOU**") is to document the recognition of UNIME as a Corporate Partner in the ICAO TRAINAIR PLUS Programme and the development and delivery of a Partnership Training Package ("**PTP**") in a variety of fields under the auspices of the ICAO TRAINAIR PLUS Programme. The PTP may be:

1.1.1. developed by ICAO and incorporated into the training or academic programmes of the UNIME;

1.1.2. developed by the UNIME and co-delivered with ICAO; or

1.1.3. co-developed and co-delivered by the UNIME and ICAO.

1.2. In developing the PTP in light of the Parties' mutual interest in providing a harmonized and flexible approach for implementing operational improvements to the global aviation system, , the Parties will endeavor to:

1.2.1. identify training needs and the appropriate level of training to be provided;

1.2.2. determine how to effectively use existing training resources;

1.2.3. develop new course material, compliant with ICAO SARPS and guidance material, where such material exists;

1.2.4. integrate new technologies and courseware for multimedia course design and delivery;

1.2.5. promote training courses to the appropriate audiences;

1.2.6. deliver classroom and web-based training;

1.2.7. assess or recognize participants with respect to course completion, as necessary; and

1.2.8. evaluate the effectiveness of training using post-training evaluation methodologies.

1.3. The objectives of the PTP include the following:

1.3.1. create, publish, distribute, and promote learning which meets the needs of international aviation professionals;

1.3.2. provide aviation training to the Next Generation of Aviation Professionals, as well as mature professionals transitioning into aviation; and

1.3.3. fill a gap for existing professionals who wish to learn more about other sectors of the aviation industry.

1.4. The PTP comprises individual courses/programmes, the details of which will be set out in Appendix(ces) to this MOU. Such Appendix(ces) shall be subject to the provisions of this MOU.

1.5. The PTP will be initially offered in English, but may be subsequently translated into other ICAO official languages if there is sufficient demand.

1.6. Upon successful completion of each individual course/programme, participants shall be awarded certificates of completion hich display the UNIME logo along with the modified "in cooperation with" ICAO emblem.

2. PTP Working Group

2.1. The Parties will form aPTP Working Group (the "PWG"), which will work on a consensus basis to:

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2.1.1. provide guidance on the development and execution of each individual course/programme comprising the PTP;

2.1.2. approve the final version of such course/programme and any subsequent updates thereto;

2.1.3. approve translation of the PTP into other ICAO official languages;

2.1.4. approve the marketing of the PTP;

2.1.5. oversee the performance of the PTP; and

2.1.6. consider the financial viability of conducting each individual course/programme two (2) months after the complete budget report of each calendar year and/or possible cancellation of the course/programme.

2.2. The PWG is not a formal Board of Directors and does not have, neither collectively nor individually, any fiduciary duty to or responsibility for the PTP or any Party.

2.3. Each Party will appoint representatives to the PWG as follows:

2.3.1. ICAO will appoint the Chief, Global Aviation Trainingor their authorized representative.
2.3.2. UNIME will appoint the Rector of the Univesity or his authorized representative.

2.4. Additional representatives to the PWG may be appointed by the Parties on anequal basis to support the above-mentioned respective representatives.

2.5. In addition to its responsibilities set out in paragraph 2.1 above, the PWG will meet as needed throughout the duration of the PTP to evaluate the PTP, including individual course/programme performance and profiles, coordinate appropriate solutions to problems, and suggest improvements and modifications to the PTP.

3. Responsibilities of the Parties

3.1. The specific responsibilities of the Parties with respect to each individual course/programme will be set out in the respective Appendix(ces) referred to in paragraph 1.4 above.

3.2. The Parties will promote and publicize the PTP through their respective internal channels, and will jointly formulate an annual marketing plan. Marketing efforts will be coordinated between the Parties and approved by the PWG.

3.3. The Parties will collaborate to jointly promote in-kind on the websites of ICAO and UNIME. In addition, the Parties will also take reasonable efforts to jointly market the PTP from time to time through other means and fora, which may include the following:

a) press releases;
b) conferences and workshops organized by either Party;
c) advertisements in ICAO and UNIME publications;
d) electronic newsletters;
e) social media; and
f) any other marketing activity deemed necessary.

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4. Financial Commitments

4.1. The PTP will be developed and offered on a cost recovery basis, with development and delivery costs being determined on a case-by-case basis in accordance with the following cost calculation principles agreed as follows:

4.1.1. Direct Development Costs:

a) Subject Matter Expertise;
b) Course Developers;
c) Project Managers who oversee the programme development;
d) If applicable, IT personnel;
e) If applicable, purchase or licensing of specific equipment or software to develop the course;
f) If applicable, travel and living expenses;
g) Course validation costs.

4.1.2. Direct Delivery Costs

a) Instructor / teacher / professor salary;
b) If applicable, software license fee to deliver the Product;
c) If applicable, fee for the use of a Learning Management System;
d) Travel and living expenses for Instructor / teacher / professor to deliver the product;
e) Travel and living expenses for any staff of both parties, beforehand agreed by both parties;
f) Any tax that would be imposed by any level of government;
g) Shipping / customs for training material;
h) Rental of facilities, if applicable;
i) Provision of catering, if applicable.

4.2. An individual course/programme will not be conducted if there are insufficient participants to cover its cost.

4.3. Delivery and update costs of an individual course/programme, including the cost of creating the user interface, uploading courseware,hosting the software, collecting revenues, registering trainees, and issuing certificates, etc., will be paid exclusively out of revenues from that course/programme. If any such course/programme is cancelled, all accrued and unpaid expenses will be paid out of available revenues, with any shortfall borne by the Parties on an equal basis.

4.4. Profits derived from an individual course/programme(if any)will be shared between the Parties as set out in the respective Appendix(ces) referred to in paragraph 1.4 above.

5. Intellectual Property

5.1. Except for content provided or developed by ICAO, which shall remain the intellectual property of ICAO, all rights, titles, and interest in and to the PTP contents, including worldwide copyright thereto are and will remain owned by UNIMEand/or by the course/programme instructor(s), as the case may be, in accordance with any applicable

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agreement between UNIME and the said instructor(s), even after the discontinuation of the PTP and/or that course/programme.

5.2. The intellectual property rights of jointly developed materials shall belong to the Parties jointly. The Parties will collectively retain, claim and enforce all rights under the applicable copyright laws and regulations of international copyright conventions for such jointly developed materials.

5.3. UNIME here by grants ICAO the right to use its name and logo for the purpose of marketing and promoting the PTP during the term of this MOU; ICAO, in turn, grants to UNIME the right to use them o dified "in cooperation with" ICAO emblem for such purposes during this same period. The rights granted pursuant to this paragraph shall not be exercised by either Party without the prior written permission of the other Party, the latter having had an opportunity to review and approve relevant proposed material in advance.

6. Communication

6.1. All notices, reports, invoices, and other communications required hereunder will be in writing, addressed as provided below and will be considered as properly given and received (i) three (3) business days after deposit in the mail if sent by certified mail; or (ii) if transmitted by facsimile or email, upon completion of transmission. Either Party may change the address or information below provided a written notice of the change is sent to the other Party:

If to ICAO: Chief, Global Aviation Training
999 Robert-Bourassa Boulevard
Montréal, Quebec, Canada H3C 5H7
Email: globalaviationtraining@icao.int

If to UNIME: Università degli Studi di Messina
Piazza Pugliatti 1
98100 Messina
Pec:protocollo@pec.unime.it

7. Liability and Immunities

7.1. In no event will a Party be liable to the other Party for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever whether or not foreseeable, resulting from, or arising in connection with the activities that are the subject of this MOU.

7.2. Nothing in or relating to this MOU 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 and staff, either pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies, 1947 or other applicable agreements, conventions, laws or decrees.

7.3. Notwithstanding paragraph 7.1above, UNIME shall indemnify, defend, and hold harmless ICAO, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including but not limited to litigation costs and expenses, attorney's fees, settlement payment damages, brought by any third party against ICAO and resulting from, or arising in connection with, ICAO's execution of its responsibilities under this MOU. ICAO shall have control over any assertion or defense of the

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privileges and immunities of ICAO or any matter relating thereto, for which only ICAO itself is authorized to assert and maintain. ICAO shall have the right to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing and shall also be indemnified, held and saved harmless by UNIME for such litigation costs and expenses and attorney's fees. This obligation shall survive any discontinuation of this MOU.

8. Confidentiality

8.1. Each Party undertakes to observe and protect the confidentiality of documents, information and data of the other Party marked as confidential and acquired within the framework of this MOU, including its Appendix(ces).

8.2. The Parties will continue to observe and protect confidentiality under paragraph 8.1 notwithstanding the discontinuation of this MOU.

9. Commencement and Duration

9.1. This MOUwill commence on the date of its signature and will remain in effect as long as the Parties continue to fulfil all their respective and joint responsibilities, unless and until it is discontinued. It may be discontinued at any time by either Party giving notice in writing to the other Party of not less than three (3) months prior to the intended date of discontinuation.

9.2. In the event of discontinuation, the Parties will take into account all activities and arrangements which have been scheduled or are in progress at the time of notice of discontinuation, and will endeavour to allow such activities to be completed, or reach some other satisfactory termination arrangement, with the least possible disruption to each other and to the PTP participants.

10. Miscellaneous Provisions

10.1. Any dispute, controversy or claim arising between the Parties under or in respect of this MOU, shall be settled by consultations between the Parties. If such dispute, controversy or claim cannot be settled amicably within 90 days, this MOU shall be discontinued.

10.2. This MOU is not intended to constitute nor does it create a joint venture, or any other formal business organization or entity. Nothing in this MOU will constitute authorization for either Party to act as agent for the other for any purpose and nothing herein will be construed as granting either Party the right to make commitments of any kind for or on behalf of the other Party.

10.3. No press release or public announcement that either Party wishes to make relating to this MOU will be released without prior written agreement between the Parties.

10.4. This MOUdoes not restrict either Party from participating in similar arrangements with any third party nor does it supersede any former arrangements between the Parties, unless such former arrangements are inconsistent with this MOU.

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10.5. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this MOU.

10.6. ThisMOUmay not be assigned or delegated by either Party without the prior written consent of the other Party.

10.7. This MOU may be modified by mutual agreement of the Parties in writing.

10.8. This MOU shall be construed and interpreted under general principles of law, to which Article 38(1) of the Statute of the International Court of Justice refers.

IN WITNESS WHEREOF, the undersigned, as duly authorized representatives of the Parties, have signed in two (2) original copies on the _____day of _____2022.

Università degli Studi di Messina

International Civil Aviation Organization

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