

**SECRET**

**ANNEXURE A**



**CHARTER**

**ESTABLISHING**

**THE SOUTHERN AFRICAN DEVELOPMENT  
COMMUNITY AVIATION SAFETY  
ORGANISATION**

**(SASO)**

**PREAMBLE**

WE the representatives of the Governments of

The Republic of Angola  
The Republic of Botswana  
The Democratic Republic of Congo  
The Kingdom of Lesotho  
The Republic of Madagascar  
The Republic of Malawi  
The Republic of Mauritius  
The Republic of Mozambique  
The Republic of Namibia  
The Republic of Seychelles  
The Republic of South Africa  
The Kingdom of Swaziland  
The United Republic of Tanzania  
The Republic of Zambia  
The Republic of Zimbabwe

**RECOGNISING** that the SADC Treaty provides for the involvement of the people of the SADC Region and key stakeholders in the process of regional integration;

**RECOGNISING** that the Protocol on Transport, Communication and Meteorology requires the Member States to harmonise their policies and procedures on civil aviation and foster the development of International Civil Aviation through cooperative arrangements;

**IN PURSUANCE** of enhancing the safety of International Civil Aviation throughout the SADC Region;

**ACKNOWLEDGING** that the Principle of Subsidiarity, as approved by the SADC Council of Ministers, at its meeting held in Grand Baie, Mauritius, in August 2004, is cost-effective and promotes accountability and sustainability;

**FURTHER ACKNOWLEDGING** that there is a need to establish an organisation to deal with regional civil aviation safety oversight under the Principle of Subsidiarity;

HAVE AGREED as follows:

**ARTICLE 1  
DEFINITIONS AND ABBREVIATIONS**

**1.1 Definitions**

The following words used in this document, unless the context otherwise requires, shall have the following meanings:

"Accident" means an occurrence associated with the operation of an aircraft which, in the case of a manned aircraft, takes place between the time any

# SECRET

person boards the aircraft with the intention of flight until such time as all such persons have disembarked, or in the case of an unmanned aircraft, takes place between the time the aircraft is ready to move with the purpose of flight until such time as it comes to rest at the end of the flight and the primary propulsion system is shut down in which

- (i) a person is fatally or seriously injured as a result of
  - (a) being in the aircraft; or
  - (b) direct contact with any part of the aircraft, including parts which have become detached from the aircraft; or
  - (c) direct exposure to jet blast, *except* when the injuries are from natural causes, self-inflicted or inflicted by other persons, or when the injuries are to stowaways hiding outside the areas normally available to the passengers and crew; or
- (ii) the aircraft sustains damage or structural failure which
  - (a) adversely affects the structural strength, performance or flight characteristics of the aircraft; and
  - (b) would normally require major repair or replacement of the affected component, *except* for engine failure or damage, when the damage is limited to a single engine, (including its cowlings or accessories), to propellers, wing tips, antennas, probes, vanes, tires, brakes, wheels, fairings, panels, landing gear doors, windscreens, the aircraft skin (such as small dents or puncture holes), or for minor damages to main rotor blades, tail rotor blades, landing gear, and those resulting from hail or bird strike (including holes in the radome); or
- (iii) the aircraft is missing or is completely inaccessible.

"Civil Aviation Committee" means a sub-sectoral committee established in terms of the SADC Protocol on Transport, Communications and Meteorology.

"Committee of Ministers" means the Committee of Ministers responsible for transport and civil aviation.

"Directors General" means the Heads of the Civil Aviation regulatory authorities of SADC Member States or the equivalent thereof.

"Executive Director" means the Head of the SASO Secretariat.

"Incident" means an occurrence, other than an accident, associated with the operation of an aircraft which affects or could affect the safety of operation.

"Inspector" means a person employed by a State Civil Aviation Authority with responsibility, under his or her discipline, for ensuring that air operators and aviation organisations comply with aviation safety and security requirements and are properly certificated, that aviation personnel are properly licensed, that aircraft are airworthy, that the facilities and equipment surrounding aircraft and air operations are safe, and that personnel maintaining or operating aircraft conduct their duties safely in accordance with national regulatory standards

"Member State" means a member of the Southern African Development Community;

"State Party" means a Member State that is a Party to this Charter.

"Subsidiarity organisation" means an organisation approved to operate under the Principle of Subsidiarity in accordance with the SADC Guidelines and Procedures on Subsidiarity as approved by the SADC Council of Ministers at its meeting held at Grand Baie, Mauritius, in August 2004.

"Treaty" means the Treaty establishing the Southern African Development Community, as amended.

"Tribunal" means the Tribunal established by Article 9 of the Treaty, and

"Principle of Subsidiarity" means the Principle of Subsidiarity approved by the SADC Council of Ministers at its meeting held at Grand Baie, Mauritius, in August 2004

## 1.2 Abbreviations

The following abbreviations used in this document, unless the context otherwise requires, shall have the following definitions

"ICAO" means International Civil Aviation Organization.

"ICAO SARPs" means ICAO Standards and Recommended Practices as contained in the Annexes to the Convention on International Civil Aviation, 1944.

"SADC" means Southern African Development Community; and

"SASO" means SADC Aviation Safety Organisation.

## ARTICLE 2 SCOPE

2.1 This Charter shall govern the co-operation of SADC Member States in the area of civil aviation safety oversight

**ARTICLE 3  
OBJECTIVE OF THE CHARTER**

The objective of the Charter is to provide a legal and institutional framework for the establishment of SASO.

**ARTICLE 4  
ESTABLISHMENT OF SASO**

- 4.1 The Member States hereby establish the SADC Aviation Safety Organisation (SASO) as an international organisation
- 4.2 SASO is established by this Charter as a constituting instrument.
- 4.3 SASO shall exist as a Subsidiarity Organisation within SADC and shall be a legal entity observing the Laws of the hosting Member State.
- 4.4 The role of the SASO shall be to enhance the safety of civil aviation by complementing, to the extent required by Member States, the certification and oversight capabilities of SADC Member States
- 4.5 SASO is established as an autonomous and self-accounting organisation of SADC
- 4.6 SASO shall possess legal personality and in particular, have full capacity to:
  - (i) enter into contracts,
  - (ii) acquire or dispose of movable and immovable property, and
  - (iii) sue and be sued in its own name
- 4.7 The SASO shall have its own logotype and seal

**ARTICLE 5  
LOCATION OF SASO**

The SASO Secretariat is to be hosted by Kingdom of Swaziland.

**ARTICLE 6  
OBJECTIVES OF SASO**

The objectives shall be to:

- (i) promote the safe and efficient use and development of civil aviation within and outside the Member States;
- (ii) assist the Member States in meeting their safety oversight obligations and responsibilities under the Convention on International Civil Aviation signed in Chicago on 7 December

- 1944 and its safety-related Annexes and Documents;
- (iii) promote the implementation of industry best practices within the Member States; and
- (iv) develop a regional system and assist Member States in aircraft accident and incident investigation

**ARTICLE 7  
FUNCTIONS OF SASO**

Subject to Article 4 3, the functions of the SASO shall be to -

- (i) support Member States to strengthen their institutional frameworks in aviation safety and assist in the development of a harmonized regulatory regime for the Member States;
- (ii) provide the Member States with a focal point that deals with issues relating to certification and surveillance with a view to harmonize and standardize all related policies and procedures;
- (iii) provide for the expansion of the Government Safety Inspector (GSI) training programme with the aim of augmenting national inspectors' technical knowledge and qualifications;
- (iv) develop and implement a regional training programme for the purpose of enhancing the technical and other required skills and knowledge of civil aviation personnel in the Member States;
- (v) assist Member States perform certification and surveillance tasks;
- (vi) participate, irrespective of the status of the safety oversight capability of Member States, in all initial certification exercises for the purpose of monitoring and ensuring the uniform application of common standards within the SADC Region;
- (vii) co-ordinate civil aviation safety oversight activities amongst Member States;
- (viii) liaise with ICAO and Member States to ensure that the aviation safety oversight activities of the Member States are in line with ICAO objectives and plans;
- (ix) monitor and provide inputs to Member States on the formulation of ICAO SARPs;
- (x) evaluate the status of aviation safety in the Member States through the conduct of aviation safety status assessments and other quality assurance activities;
- (xi) provide information to the Member States and recommend necessary interventions or corrective measures for the resolution of constraints or deficiencies;

- (xii) assist the Member States to meet or comply with ICAO SARPs and national standards or regulations in force
- (xiii) assist in ensuring that accident and incident investigations are conducted in compliance with ICAO Annex 13.
- (xiv) establish and maintain an accident and incident database to facilitate the effective analysis of information on actual or potential safety deficiencies obtained, including that from its incident reporting systems, and to determine any preventive actions required.
- (xv) establish a mandatory incident reporting system on behalf of Member States to facilitate collection of information on actual or potential safety deficiencies;
- (xvi) establish a Confidential Voluntary Incident Reporting System (CVIRS) on behalf of Member States to facilitate collection of information on actual or potential safety deficiencies that may not be captured by the mandatory incident reporting system.
- (xvii) plan and facilitate the sharing between Member States of technical expertise and facilities in civil aviation.
- (xviii) provide advisory services and assistance as the Member States may require.
- (xix) provide technical assistance to non-Member States, subject to the approval of the Civil Aviation Committee
- (xx) mobilize and solicit technical and financial resources from external sources.
- (xxi) assist aviation industry in the Member States in the development and implementation of Safety Management Systems (SMS).
- (xxii) establish and maintain relations with other regional safety oversight systems including Regional Safety Oversight Organisations (RSOOs) in all areas of civil aviation to facilitate the transfer of knowledge and expertise and adoption of best industry practices;
- (xxiii) develop and implement programmes which will best benefit the SADC Region;
- (xxvi) develop and implement a Regional Safety Programme including safety reporting systems and assist Member States in developing their State Safety Programs within the ICAO framework; and
- (xxvii) perform other duties that may be necessary for the proper implementation of its regional civil aviation safety oversight functions

**ARTICLE 8  
RELATIONSHIP WITH THE SADC SECRETARIAT**

- 8.1 SASO Secretariat shall provide overall strategic policy guidance to SASO in order to ensure that the SASO objectives, functions and priorities are consistent with the SADC mandate on civil aviation safety and security matters
- 8.2 SASO shall enter into a Memorandum of Understanding with the SADC Secretariat to operationalise their mutual working relationship

**ARTICLE 9  
GRANTING OF DIPLOMATIC STATUS**

Each State Party may accord SASO, its property and Staff diplomatic status privileges, immunities and facilities in accordance with its own laws

**ARTICLE 10  
INSTITUTIONAL ARRANGEMENTS**

The principal institutions responsible for the direction and implementation of this Charter shall be

- (i) Committee of Ministers,
- (ii) Civil Aviation Committee, and
- (iii) the SASO Secretariat

**ARTICLE 11  
COMMITTEE OF MINISTERS RESPONSIBLE FOR CIVIL AVIATION**

- 11.1 The Committee of Ministers shall be responsible for the approval of
- (i) policies, strategies and programmes of SASO,
  - (ii) SASO Annual Reports to be submitted through the SADC Secretariat
  - (iii) proposals for amendments to the Charter,
  - (iv) annual budget of the SASO,
  - (v) annual audit reports covering operations and finance,
  - (vi) the appointment, renewal or termination of employment service of the Executive Director of the SASO, and



(vii) the appointment of the experts to constitute the ad hoc committee for dispute settlement under this Charter

11.2 The Committee of Ministers responsible for settlement of disputes in accordance with Article 16 of this Charter.

## ARTICLE 12 CIVIL AVIATION COMMITTEE

12.1 The Civil Aviation Committee (CAC) shall be responsible for strategic planning, formulation and ensuring implementation of the SASO programmes and projects

12.2 The CAC shall conduct its meetings in accordance with its own Standing Rules and Procedures

12.3 The functions of the CAC shall be to develop policies and to give general directions on the implementation and achievement of the objectives and functions of the SASO

12.4 Without limiting the generality of sub-article 12.3, the CAC shall:

- (i) recommend to the Ministers for approval appointment of the Executive Director and his or her conditions of employment;
- (ii) review the performance of the Executive Director;
- (iii) recommend to Ministers for approval the organisational structure, staff service rules, policies and procedures for the SASO;
- (iv) consider reports submitted to it by the Executive Director;
- (v) establish Technical Committees;
- (vi) review and recommend to Ministers for approval generic civil aviation regulations, manuals and procedures developed by the Technical Committees;
- (vii) recommend to Ministers for approval the financial structure, strategic plans and budget for the SASO on an annual basis and recommend a formula for the contributions to be made to the approved budget by the respective Member States;
- (viii) review and recommend to Ministers for approval the annual work programmes of the SASO;
- (ix) consider and recommend to Ministers for approval matters relating to the procurement and disposal of assets of the SASO, and

- (x) perform such other functions as may be assigned to it by Ministers, or that may be necessary for the proper implementation of this Charter

**ARTICLE 13  
SASO SECRETARIAT**

- 13.1 There shall be a Secretariat, which shall be responsible for the day-to-day management and technical coordination of the activities of SASO
- 13.2 The SASO Secretariat shall
  - (i) be headed by an Executive Director, and
  - (ii) perform the role of a coordinator, catalyst and facilitator
- 13.3 The SASO Secretariat shall consist of the Executive Director and such other staff as may be deemed necessary
- 13.4 The Executive Director of SASO shall appoint regional staff of the SASO Secretariat from Member States subject to approval by the Civil Aviation Committee, and all other staff shall be appointed by the Executive Director on the terms and conditions approved by the CAC
- 13.5 The SASO Secretariat shall prepare annual plans and budget before the start of each financial year for consideration by the Civil Aviation Committee
- 13.6 The SASO Secretariat shall compile progress reports on the implementation of SASO programmes and projects
- 13.7 The SASO Secretariat shall prepare consolidated Administrative and Audited Financial Reports for consideration by the Civil Aviation Committee

**ARTICLE 14  
SASO EXECUTIVE DIRECTOR**

- 14.1 The Executive Director shall be appointed by the Committee of Ministers responsible for Civil Aviation upon the recommendation of the CAC
- 14.2 A person appointed as the Executive Director shall hold office for a period of four (4) years and shall be eligible for re-appointment for another period of not more than four (4) years subject to satisfactory performance.
- 14.3 The Executive Director shall not serve for more than two consecutive terms
- 14.4 The Executive Director shall be a person

- (i) with considerable knowledge and experience in aviation, administration, industry or engineering, or
  - (ii) who has such other qualifications and experience or proven ability in other fields as the Committee of Ministers responsible for Civil Aviation upon the recommendation of the CAC may consider relevant
- 14.5 The position of the Executive Director shall be filled on a competitive basis.
- 14.6 The Executive Director shall be the representative of the SASO and the principal liaison officer between the Member States and the SASO.
- 14.7 The Executive Director shall be responsible for the administration of the functions of the SASO and be accountable to the CAC.
- 14.8 The Executive Director shall have the following duties:
- (i) coordination of work of the Technical Committees and any Working Group that may be established,
  - (ii) exchange of information with the Member States and other relevant agencies,
  - (iii) maintenance of current data and information pertaining to the Civil Aviation Authorities of Member States on aviation organisations, aircraft registries, the number, categories and availability of licensed aviation personnel and other relevant matters,
  - (iv) development and maintenance of a website for the SASO,
  - (v) development for consideration by CAC of the organisational policies, staff service rules and procedures,
  - (vi) provision and management of technical support to Member States by the SASO,
  - (vii) organisation and undertaking of audits at the request of Ministers or as scheduled in the approved work programme for the purpose of assessing compliance with ICAO Standards and Recommended Practices (SARPs),
  - (viii) preparation, for consideration by the CAC, of an annual work programme of activities and budget for the SASO,
  - (ix) management of the SASO on sound business and financial principles in accordance with plans and decisions made by CAC,
  - (x) preparation, for consideration by the CAC, of a schedule of fees for services to be provided to non-State Parties of SASO.

- (xi) preparation at the end of each financial year but no later than 31 March of the following year, of an annual report on the performance of the functions of the SASO during the preceding year for submission to the CAC;
- (xii) submission of quarterly reports to the CAC on the activities of the SASO; and
- (xiii) ensuring that the SASO is carrying out the functions and duties placed upon it in terms of this Charter including implementation of safety oversight activities;
- (xiv) controlling the resources of operations of all the services under the SASO;
- (xv) implementation of the decisions of the Committee of Ministers responsible for Civil Aviation; and
- (xvi) performance of any other duty as may be assigned by the CAC.

#### **ARTICLE 15 SOURCES OF FUNDING**

SASO shall derive its income from:

- (i) membership contributions;
- (ii) charging consulting and training fees;
- (iii) grants and donations; and
- (iv) any other source, which the Ministers may deem appropriate

#### **ARTICLE 16 SETTLEMENT OF DISPUTES**

##### **Part A Disputes between State Parties**

- 16.1 Any disputes between State Parties regarding the interpretation and application of this Charter, its annexures and any of its other subsidiary legal instruments, shall in the first instance be resolved by negotiation and agreement amongst the concerned State Parties within ninety (90) working days of the dispute arising.
- 16.2 If the negotiations referred to in sub-article (1) fail to resolve the dispute under consideration, a complaining party may within 30 working days notify the SASO Secretariat of the failure to resolve the dispute

- 16.3 Upon notification of a dispute to the SASO Secretariat the complaining party shall pay to the SASO Secretariat such fee as may be prescribed from time to time.
- 16.4 The SASO Secretariat shall upon receiving notification under sub-article(2), facilitate the appointment of an *ad hoc* committee within thirty (30) working days for determination of the dispute
- 16.5 The *ad hoc* Committee shall consist of five (5) experts on the relevant matter to be appointed by the Ministers of the State Parties not being parties to the issue in dispute due for consideration
- 16.6 The *ad hoc* Committee shall reach a decision, by majority, within sixty (60) days of its appointment
- 16.7 The decision of the *ad hoc* Committee shall be referred to the Committee of Ministers, not being parties to the issue in dispute, for approval.
- 16.8 The decision of the Committee of Ministers shall be final and binding

**Part B**  
**Disputes Between State Parties and SASO**

- 16.9 Any disputes between State Parties and SASO regarding the interpretation and application of this Charter, its annexures and any of its other subsidiary legal instruments, shall in the first instance be resolved by negotiation and agreement amongst the concerned parties within ninety (90) working days of the dispute arising
- 16.10 If the negotiations referred to in sub-article (1) fail to resolve the dispute under consideration, a complaining party may within thirty (30) working days notify the SASO Secretariat of the failure to resolve the dispute
- 16.11 Upon notification of a dispute to the SASO Secretariat the complaining party shall pay to the Secretariat such fee as may be prescribed from time to time.
- 16.12 The SASO Secretariat shall upon receiving notification under sub-article (2), facilitate the appointment of an *ad hoc* committee within thirty (30) working days for determination of the dispute
- 16.13 The *ad hoc* Committee shall consist of five (5) experts on the relevant matter to be appointed by the Ministers not being parties to the issue

due for consideration.

- 16 14 The *ad hoc* Committee shall reach a decision, by majority, within sixty (60) working days of its appointment
- 16 15 The decision of the *ad hoc* Committee shall be referred to the Committee of Ministers, not being parties to the issue in dispute, for approval
- 16 16 The decision of the Committee of Ministers shall be final and binding

**ARTICLE 17  
AMENDMENT OF THIS CHARTER**

- 17 1 A State Party may propose amendments to this Charter in writing to the Executive Director.
- 17 2 Upon receipt of such proposal the Executive Director shall duly notify all Member States of the proposed amendment at least thirty (30) days before consideration of the proposed amendment
- 17 3 Amendment to this Charter shall enter into force upon adoption by a decision of three quarters of the State Parties

**ARTICLE 18  
ENTRY INTO FORCE**

- 18 1 This Charter shall enter into force thirty (30) days after signature by two-thirds of the Member States.
- 18 2 This Charter shall remain in force, for as long as there is at least two thirds of the State Parties.

**ARTICLE 19  
WITHDRAWAL**

- 19 1 A State Party may withdraw from this Charter upon the expiry of twelve (12) months from the date of giving a written notice to the Executive Director of SASO, to that effect
- 19 2 The Executive Director of SASO, upon receiving a withdrawal notification, shall inform the State Parties of the intention of that State to withdraw
- 19 3 A State Party that has given notice to withdraw under Sub-article 18.1 shall cease to enjoy all rights and benefits under this Charter upon the

withdrawal becoming effective, but shall be obligated to settle its outstanding obligations under this Charter

**ARTICLE 20  
TERMINATION OF SASO**

- 20.1 The SASO shall terminate in the event that
- (i) its membership becomes less than two thirds of the State Parties; or
  - (ii) two thirds of the State Parties agree to dissolve SASO
- 20.2 Upon termination of this Charter, any funds and assets, movable and immovable property, remaining under the jurisdiction and responsibility of SASO shall be re-distributed amongst the State Parties on terms agreed by State Parties after full and lawful settlement of all operational and financial obligations.

**ARTICLE 21  
DEPOSITARY**

The original text of this Charter and its amendments shall, in the English, French and Portuguese languages, be deposited with the Executive Director of SASO who shall transmit certified copies to all Member States

**ARTICLE 22  
SIGNATURE**

This Charter shall, after entry into force, remain open for signature by any Member State

Secret

IN WITNESS WHEREOF, WE, the undersigned, being duly authorised representatives of our respective Governments, have signed this Charter

Done at ..... this ..... day of ..... 2015 in three (3) original texts, in the English, French and Portuguese languages, all texts being equally authentic

.....  
REPUBLIC OF ANGOLA

.....  
REPUBLIC OF BOTSWANA

.....  
DEMOCRATIC REPUBLIC OF CONGO

.....  
KINGDOM OF LESOTHO

.....  
REPUBLIC OF MADAGASCAR

.....  
REPUBLIC OF MALAWI

.....  
REPUBLIC OF MAURITIUS

.....  
REPUBLIC OF MOZAMBIQUE

.....  
REPUBLIC OF NAMIBIA

.....  
REPUBLIC OF SEYCHELLES

.....  
REPUBLIC OF SOUTH AFRICA

.....  
KINGDOM OF SWAZILAND

.....  
UNITED REPUBLIC OF TANZANIA

.....  
REPUBLIC OF ZAMBIA

.....  
REPUBLIC OF ZIMBABWE