

Memorandum of Understanding

Between

[•]

and

The Civil Aviation Authority

1. INTRODUCTION

This Memorandum of Understanding (MoU) is made between [•] and the Civil Aviation Authority (CAA). Its purpose is to ensure effective collaborative working between the organisations for the implementation and management of the future regulation of the aviation and travel industries in the UK.

[•] is a company incorporated in [PROVIDE DETAILS OF COMPANY AND BRIEF OVERVIEW OF BUSINESS] (the Participant).

The CAA is an independent public corporation which reports to the Secretary of State for Transport on the discharge of its functions. It is the UK's specialist aviation safety regulator and has a range of functions in this regard. One of its objectives is to enhance aviation safety which it does through enforcing a range of civil aviation regulations including in respect of aircraft, airspace, airports and airlines.

To accommodate and facilitate innovation in the aviation sector the CAA has developed a working model known as the Regulatory Sandbox (the Sandbox). The Sandbox is being delivered in accordance with the CAA's powers under section 20(1)(a) of the Civil Aviation Act 1982.

The Sandbox provides a virtual environment where users can work with the CAA to develop innovative aviation solutions in a commercial environment, in particular those solutions that do not fit within the existing scope of regulations, permissions, and exemptions. The Sandbox is part of the CAA's newly formed Innovation Hub and sits as an advisory function separate from the regulatory approval function of the CAA.

2. ENGAGEMENT AIM

The CAA and the Participant share an aim of promoting innovation and emerging technologies in the UK's aviation and travel markets, while also preserving existing high standards in safety and consumer protection.

The Participants will undertake to specifically address:

[•]

3. PRINCIPLES OF COLLABORATIVE WORKING

This MoU outlines the principles of cooperation between the Participant and the CAA and seeks to promote effective collaborative working. It is a statement of intent: nothing in this MoU will create any legally binding or enforceable obligation on the Participant or the CAA.

Both organisations undertake to use their best endeavours to meet the terms and conditions of participation; cooperate effectively and to maintain effective working arrangements for that purpose.

4. PUBLIC COMMUNICATIONS

The parties will coordinate (meaning share draft materials in advance, and take reasonable comments from the other party, and seek approval for comments attributable to the other party) public communications regarding the arrangement. This may include coordination with other public bodies (including the Department for Transport, BEIS and other regulators) and other Sandbox participants. This may include publicising the Participant's involvement on the CAA website and respective web and social media presences and through other media.

5. TERMINATION

Either party can terminate this MoU for any reason, without liability, by giving a written notice to the other party of not less than one month prior to termination. Notwithstanding the foregoing, either party may terminate this MoU at any time upon written notice to the other party if the other party: (i) materially breaches this MoU or the terms of participation, and fails to cure such breach within seven days after receiving written notice of such breach from the non-breaching party; (ii) ceases to do business in the normal course; or (iii) becomes or is declared insolvent or bankrupt.

6. EFFECTIVE DATE, DURATION AND SIGNATURE

This MoU will come into effect upon the signature of the Participant's and the CAA's authorised officials. It shall be operational from [•] to [•]. The Participant and the CAA indicate approval of this MoU by their signatures. This agreement may be renewed at the discretion of both participants.

SIGNATURES AND DATES

[INSERT Participant Details]

Civil Aviation Authority

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Date

Date