

**DEED OF AGREEMENT**

**BETWEEN**

**CIVIL AVIATION SAFETY AUTHORITY**

**AND**

**THE GLIDING FEDERATION OF AUSTRALIA  
INCORPORATED**

**FUNDING FOR THE SELF-ADMINISTERING ACTIVITIES  
OF THE GLIDING FEDERATION OF AUSTRALIA  
INCORPORATED, 2021 to 2022**

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# Effective Date

2021

## Parties

THE CIVIL AVIATION SAFETY AUTHORITY, ABN 44 808 014 470 (CASA)

THE GLIDING FEDERATION OF AUSTRALIA INCORPORATED, ABN 82 433 264 489 (the **GFA**)

## Background

- A. The GFA is an association of the Members.
- B. The GFA has requested CASA, and CASA has agreed, to provide the GFA with Funding to assist the GFA in meeting the costs of performing certain Self-administration functions as set out in the Statement of Expectations.
- C. The parties recognise that the parties may agree to change elements of the Statement of Expectations from time to time, in relation to their focus, scope or nature.
- D. To provide more flexibility in adapting this Deed to such changing expectations, the parties have devised a method for amending the Statement of Expectations, without needing to vary this Deed.
- E. This Deed sets out the terms and conditions on which the above arrangements and agreements are to be established and implemented.

## Agreed Terms

### 1. Definitions

- 1.1 In this Deed, unless the contrary intention appears:

**Advisers** means the financial or legal advisers of a party; and the respective officers and employees of those financial or legal advisers.

#### **Agency**

means:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation (including a local authority); or
- (b) a body established by the Governor-General or by a Minister of State of the Commonwealth including departments; or
- (c) An incorporated company over which the Commonwealth exercises control.

**Auditor-General** has the same meaning as the expression in the *Auditor-General Act 1997* (Cth) and includes any person authorised to carry out the functions of the Auditor-General under the Act.

**Auxiliary Material** means any Material, other than Deed Material, which is made available by a party for the purpose of this Deed, on or following the date of this Deed, and includes:

- (a) Third Party Material;
- (b) Any modifications that may be required under clause 10.6(b);
- (c) Error corrections or translations to that Material; or
- (d) Derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.

**Business Day** means

- (a) For receiving a notice under clause 28, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) For all other purposes, any day that is not a Saturday or Sunday or a national public holiday, being an Australian Public Service holiday throughout Australia promulgated in the Commonwealth of Australia Gazette.

**CAO** means the Civil Aviation Orders.

**CAR** means the *Civil Aviation Regulations*

1988. **CASA** means the Civil Aviation Safety

Authority.

**CASR** means the *Civil Aviation Safety Regulation 1998*.

**CASA's Representative** means the person performing the duties and functions of the position specified in item 9 or, the person for the time being performing the equivalent duties and functions of that position.

**Confidential Information** means information that is by its nature confidential; and

- (a) is designated by a party as confidential and is described in Item 6; or
- (b) a party knows or ought to know is confidential,

But does not include information which is or becomes public knowledge other than by breach of this Deed or any other confidentiality obligation.

**Deed** means this Deed and the Schedules.

**Deed Material** means any Material brought into existence as a part of, or for the purpose of producing the Reports, and includes but is not limited to documents, equipment, information or data stored by any means.

**Director** means the person for the time being holding, occupying or performing the duties of The Office of Director of Aviation Safety and includes any other person designated in writing by that person to perform any function or to exercise any of the powers of the Director under this Deed.

**Effective Date** means the date shown at the beginning of this Deed, or, if no date is shown, the date on which this Deed was signed by the last party to sign.

**FOI Act** means the *Freedom of Information Act 1982* (Cth).

**Funding** means the amount or amounts payable under this Deed as specified in Item 2.

**Future Funding** means Funding provided by CASA under any future arrangement after the expiration or termination of this Deed.

**GFA** means The Gliding Federation of Australia Incorporated.

**GFA's Representative** means the individual identified by name or position in Item 7.

**GST** has the same meaning as given in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999*.

**Intellectual Property Rights** means all intellectual property rights, which may subsist in Australia or elsewhere, whether or not they are registered or capable of being Registered.

**Instalment** means the amount or amounts specified in Item 3 as portions of the Funding.

**Item** means an item in Schedule A.

**Law** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.

**The GFA Operations Manual** – A manual approved by CASA for operational or technical use by the organisation or their members under the requirements of CAO 95.4, or CAO 95.4.1.

**Material** means any software, firmware, documented methodology or process, documentation or other material in whatever form, including reports, specifications, training materials and instructions, and the subject matter or any category of Intellectual Property Rights.

**Members** means the members of the GFA.

**Moral Rights** means each 'moral right' as defined in the *Copyright Act 1968* (Cth).

**New Statement of Expectations** means any Statement of Expectations (including a Transition Plan) created in writing and agreed to by the parties to replace an existing Statement of Expectations in accordance with clause 12.

**President** means the president or senior official of the GFA.

**Reports** means the reports the GFA provides or is expected to provide to CASA pursuant to the terms of the Statement of Expectations.

**Responsible Officer** means the President of the GFA or another GFA officeholder nominated by him/her and notified to CASA from time to time.

**Self-administration** means the processes, procedures and arrangements by which the GFA performs the functions specified in the Statement of Expectations in relation to aviation safety activities as described in Part 149 of the *Civil Aviation Safety Regulations 1998*.

**Specified Personnel** means an individual identified by name or position.

**Statement of Expectations** means the statement of the Self-administration functions CASA expects, and the parties agree, the GFA will perform during the Term, as set out in the first instance at Schedule B and as may be replaced by any New Statement of Expectations created and agreed to by the parties from time to time.

**Tax invoice** has the same meaning given in the GST Act.

**Term** means the period specified in Item 1.

**Third Party Material** means Auxiliary Material in which a third party holds Intellectual Property Rights.

**Transition Plan** means a plan made by the parties (being a plan substantially in the form prescribed at Attachment A to Schedule C) for transitioning to a New Statement of Expectations.

**Warranted Materials** means the Auxiliary Material provided by the GFA and the Deed Material.

## **2. Interpretation**

2.1 In this Deed, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) clause headings are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;
- (e) all references to clauses or Schedules are to clauses or Schedules of this Deed;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation as in force from time to time during the Term;

- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
  - (h) All references to dollars are to Australian dollars.
- 2.2 To the extent that there is any inconsistency between any of the Schedules and the Agreed Terms, the Agreed Terms will prevail.

### **3. Term**

- 3.1 Unless it is terminated earlier, this Deed commences on the Effective Date and will continue for the Term.
- 3.2 Where the Effective Date is later than the Term's commencement date, this Deed will have retrospective effect from the latter date, except that CASA's obligation to pay the Funding will only apply from the Effective Date.

### **4. Duty to perform specified functions**

- 4.1 The GFA must perform the functions specified in the Statement of Expectations with due diligence and competence and in an efficient and effective manner.

### **5. Amount and payment of the Funding**

- 5.1 Subject to the GFA agreeing to perform, in respect of the First Instalment, and performing, in respect of the Second Instalment, the functions specified in the Statement of Expectations to CASA's satisfaction, CASA will pay the Funding to the GFA in two equal Instalments in accordance with the following tables (however no instalment or payment can be made if the GFA is using a manual for its members that is not the GFA Operations Manual):

#### **First Instalment**

	<b>Timing</b>	<b>Amount</b>
If the GFA is not liable to pay GST	Within 10 Business Days of the Effective Date	The Nil GST amount set out in Item 3.A
If the GFA is liable to pay GST on this transaction	Within 10 Business Days of CASA receiving a valid Tax Invoice from the GFA for the due amount	The GSTInclusive amount set out in Item 3.B

#### **Second Instalment**

	<b>Timing</b>	<b>Amount</b>
If the GFA is not liable to pay GST	Within 10 Business Days of 1 January 2022	The Nil GST amount set out in Item 3.C



If the GFA is liable to pay GST on this transaction	Within 10 Business Days of CASA receiving a valid Tax Invoice from the GFA for the due amount after 31 December 2021.	The GST-inclusive amount set out in Item 3.D
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## **6. Use of the Funding**

- 6.1 The Funding must be used for the purposes specified in or reasonably contemplated by the Statement of Expectations and not for any other purpose.
- 6.2 Where any portion of the Funding remains unspent after the Term:
  - (a) the GFA must immediately repay that portion to CASA; and
  - (b) that portion is deemed to be a debt due to and recoverable by CASA.

## **7. Reporting requirements**

- 7.1 Within 14 Business days after the Term ends, the GFA must provide CASA with reports as to:
  - (a) its performance of the functions specified in the Statement of Expectations; and
  - (b) particulars as to the acquittal of the Funding.
- 7.2 CASA may at any time make a written request to the GFA for an interim progress report on the GFA's performance of the functions specified in the Statement of Expectations.
- 7.3 Where the GFA receives a request under clause 7.2, it must provide CASA with the required report in writing within a reasonable time after the date of that request.
- 7.4 The GFA's reporting obligations under this clause 7 are in addition to any other reporting obligations as may be specified in the Statement of Expectations.

## **8. Auditing and monitoring**

- 8.1 The GFA must monitor the progress of the functions specified in the Statement of Expectations.
- 8.2 If at any time, in the opinion of the Responsible Officer, the functions specified in the Statement of Expectations are not being carried out with due diligence and competence and in an efficient and effective manner, or in accordance with this Deed, the GFA must take all action necessary to remedy the matter without delay and advise CASA accordingly.
- 8.3 CASA may conduct ad hoc on-site reviews in relation to financial and other records to ensure that the terms of this Deed are being, or were, met and that the Reports are an accurate statement of compliance by the GFA.
- 8.4 Persons nominated by CASA to conduct these reviews are to be given full access by the GFA, if required, to all accounts, records, documents and premises in relation to the Schedule Functions and the administration of the Funding.

## **9. Indemnity**

- 9.1 The GFA indemnifies CASA, its officers, employees and contractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:
- (a) A default or any unlawful, willful or negligent act or omission on the part of the GFA, its officers, employees, agents or subcontractors in connection with this Deed: or
  - (b) Any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's Intellectual Property Rights or Moral Rights in connection with this Deed.
- 9.2 The GFA's liability to indemnify CASA under clause 9.1 will be reduced proportionally to the extent that any act or omission of CASA or its employees or agents contributed the loss or liability.

## **10. Intellectual Property Rights**

### **10.1 *Auxiliary Material***

This clause 10 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material.

### **10.2 *Third Party Material***

The GFA must obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of this Deed.

### **10.3 *Ownership of Intellectual Property Rights***

- (a) All Intellectual Property Rights in the Deed Material vest in CASA.
- (b) To the extent that CASA needs to use any of the Auxiliary Material provided by the GFA to receive the full benefit of the Deed Material, the GFA grants to (or must obtain for) CASA a worldwide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Auxiliary Material for the purpose of exercising its rights and obligations under this Deed or of fulfilling its statutory role.
- (c) The licence granted to CASA under subclause 10.3(b) does not include:
  - (i) a right to exploit the Auxiliary Material for CASA's commercial or non-commercial purposes; or
  - (ii) a right to disclose to a third party any Material (other than Deed Material) obtained through CASA exercising its auditing and
  - (iii) Monitoring rights in clause 8.3 or its access rights in clause 16.1, except where disclosure is required or authorised by Law.

#### 10.4 *Freedom of Information*

For the avoidance of doubt, in relation to the licence granted to CASA under subclause 10.3(b), the limitations on that licence under subclause 10.3(c)(ii) do not affect:

- (a) the GFA's duty to provide documents under clause 16.1; or
- (b) CASA's ability to provide access to those documents where required or authorised under the FOI Act.

#### 10.5 *Warranty*

The GFA warrants that:

- (a) the provision of the Warranted Materials, and CASA's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this clause 10.

#### 10.6 *Remedy for breach of warranty*

If someone claims, or CASA reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the GFA must, in addition to the indemnity under clause 9.1 and to any other rights that CASA may have against it, promptly, at the GFA's expense:

- (a) use its best efforts to secure the rights for CASA to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

### **11. Moral rights**

- 11.1 To the extent permitted by Law, and for the benefit of CASA, the GFA consents, and must use its best endeavors to procure that each author of the Deed Material consents in writing, to CASA's use of the Deed Material, even if the use may otherwise be an infringement of their Moral Rights.

### **12. Replacing Statement of Expectations**

- 12.1 The provisions of this clause 12 apply where the parties agree on a New Statement of Expectations in accordance with clause 12.2.
- 12.2 At any time during the Term, the parties may replace the Statement of Expectations by preparing a New Statement of Expectations that is agreed in writing by the parties' representatives.
- 12.3 Without needing to vary this Deed (unless required by clause 12.9), the New Statement of Expectations will replace the existing Statement of Expectations from the Replacement Date in accordance with a Transition Plan of a kind set out in Schedule C.

- 12.4 In relation to any portion of the Funding unused or uncommitted before the Replacement Date, the GFA may only use that portion for the purposes specified in or reasonably contemplated by the New Statement of Expectations.
- 12.5 From the Replacement Date, the GFA must perform the functions specified in the New Statement of Expectations and (subject to subclause 12.6) must cease performing those in the previous Statement of Expectations.
- 12.6 Unless otherwise stated in item 2 of the Transition Plan, the GFA will still be obliged to perform all functions under the previous Statement of Expectations up to the Replacement Date, including any functions outstanding before that date.
- 12.7 Unless otherwise stated in item 3 of the Transition Plan, the adoption of a New Statement of Expectations will not affect the GFA's duty to provide any Reports due or relating to the period before the Replacement Date (except to the extent that the statement requires changes to the content of any Report not yet provided).
- 12.8 Unless otherwise stated in item 4 of the Transition Plan, the GFA will not be entitled to receive any additional Funding for performing the functions specified in that statement.
- 12.9 Any proposed variation to:
- (a) alter the amount of Funding as a result of a New Statement of Expectations; or
  - (b) change any other term of this Deed that does not directly relate to the GFA's performance of a Self-administration function or a matter described in this clause 12,
- will only be effective if agreed pursuant to a variation made under clause 27.
- 12.10 For the avoidance of doubt, this clause 12 does not:
- (a) limit any of the GFA's obligations (other than as expressly provided in this clause 12) or CASA's other rights under this Deed; or
  - (b) create any expectation that CASA will provide the GFA with Future Funding.
- 12.11 In this clause 12, **'Replacement Date'** means the date specified at item 1 of a Transition Plan or, if no date is specified, the date on which the parties make an agreement under clause 12.1.

### **13. Conflict of Interest**

- 13.1 The GFA warrants that no conflict of interest or risk of conflict of interest exists in relation to the performance of its obligations under this Deed.
- 13.2 The GFA shall advise CASA of any situation which arises during the term of this Deed which might lead to such a conflict of interest or risk of conflict of interest.

#### **14. Specified Personnel**

- 14.1 The GFA will ensure that the Specified Personnel will conduct the functions specified in the Statement of Expectations in a diligent and competent manner and will comply with this Deed.
- 14.2 Where any of the Specified Personnel is or will become unavailable or unwilling to conduct the functions specified in the Statement of Expectations the GFA must:
- (a) notify CASA immediately;
  - (b) if requested by CASA, provide a replacement person of suitable ability and qualifications at the earliest opportunity ; and
  - (c) prior to appointing any such replacement, obtain CASA's written consent (which must not be unreasonably withheld).

#### **15. Administration of the Funding**

- 15.1 The GFA must maintain adequate books and records relating to the Funding and the functions specified in CASA's Statement of Expectations in sufficient detail to enable expenditure of the Funding and the GFA's compliance with this Deed to be ascertained

#### **16. Access rights**

- 16.1 The GFA must, at all reasonable times, give to an officer of CASA:
- (a) unhindered access to:
    - (i) the GFA's employees;
    - (ii) premises occupied by the GFA; and
    - (iii) Material and records; and
  - (b) reasonable assistance to:
    - (i) inspect Material and records relating to the performance of the functions specified in the Statement of Expectations;
    - (ii) locate and inspect Material and records of the kind mentioned in paragraph 16.1(b)(i); and
    - (iii) Make copies of Material and records relevant to the functions specified in CASA's Statement of Expectations and remove those copies.
- 16.2 On receiving notice from the Director, the GFA must provide any information required by CASA for monitoring and evaluation purposes. This information must be provided within the period (if any) specified in the notice, which must not be less than four Business Days after the date of the notice.
- 16.3 The access rights in clause 16.1 are subject to:
- (a) the Director giving the GFA notice of at least four Business Days; and
  - (b) the GFA's reasonable security procedures.

- 16.4 Nothing in clauses 16.1 to 16.3 inclusive affects the obligation of each party to continue to perform its obligations under this Deed unless otherwise agreed between them.
- 16.5 The Auditor-General, or a delegate of the Auditor-General for the purpose of performing the Auditor-General's statutory functions, at reasonable times and on giving reasonable notice to the GFA, may:
- (a) require the GFA to provide records and information which are directly related to this Deed;
  - (b) have access to the premises of the GFA for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the GFA which are directly related to this Deed; and
  - (c) where relevant, inspect any CASA assets and CASA Material held on the premises of the GFA.
- 16.6 The GFA must retain financial records relating to the expenditure of the Funding for at least five years from the end of the Term.

## **17. Freedom of Information**

- 17.1 Where CASA has received a request under the FOI Act for access to a document created by, or in the possession of the GFA that relates to this Deed and is required to be provided under the FOI Act, the GFA must promptly provide the document to CASA on request, at no cost.

## **18. Negation of employment, partnership and agency**

- 18.1 The GFA and any officer, employee, agent and subcontractor of the GFA are not, by virtue of this Deed, employees or agents of CASA.
- 18.2 The GFA must not represent itself, and must ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of CASA, or as otherwise able to bind or represent CASA.
- 18.3 Nothing in this Deed will operate to create any relationship of employment, agency or partnership between the GFA and CASA.

## **19. Insurance**

- 19.1 Throughout the Term and for so long as any of its obligations remain in connection with this Deed, the GFA must have and maintain valid and enforceable insurance policies for:
- (a) public liability;
  - (b) either professional indemnity or errors and omissions; and
  - (c) workers compensation

In the amounts specified in Item 5 of Schedule A.

- 19.2 The GFA must, on request by CASA, provide proof of the currency of the insurance policies it holds as required by this clause 19.

## **20. Confidential Information**

- 20.1 Subject to clause 20.3, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- 20.2 In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.
- 20.3 The obligations on the parties under this clause 20 will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Deed;
  - (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Deed related activities;
  - (c) is disclosed by CASA to the responsible Minister;
  - (d) is disclosed by CASA, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
  - (e) is shared by CASA within CASA or with another Agency, where this serves the Commonwealth's legitimate interests;
  - (f) is authorised or required by Law, including under this Deed, under a licence or otherwise, to be disclosed; or
  - (g) is in the public domain otherwise than due to a breach of this clause 20.
- 20.4 Where a party discloses Confidential Information to another person:
- (a) pursuant to subclauses 20.3(a), (b) or (e), the disclosing party must:
    - (i) notify the receiving person that the information is Confidential Information; and
    - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
  - (b) pursuant to subclauses 20.3(d) and (e), the disclosing party must notify the receiving party that the information is Confidential Information.
- 20.5 Where the parties agree in writing after the date of this Deed that certain additional information is to constitute Confidential Information for the purposes of this Deed, this documentation is incorporated into, and becomes part of this Deed, on the date by which both parties have signed this documentation.

## **21. Termination**

- 21.1 CASA must provide the GFA with notice to remedy a failure to perform or observe the terms and conditions of this Deed before terminating this Deed.

21.2 If, within 5 Business Days of having been served with a notice of the kind mentioned in clause 21.1, the GFA notifies CASA that:

- (a) the GFA contests CASA's determination that there has been a failure to perform or observe the terms and conditions of this Deed; or
- (b) any such failure has been effectively remedied ,

CASA must, within 5 Business Days of having received such notice from the GFA, respond to the GFA advising the GFA that CASA:

- (c) accepts or rejects, in whole or in part, the substance of any notice provided by the GFA pursuant to subclause 21.2(a); or
- (d) accepts or rejects, in whole or in part, any claim that a failure has been remedied, as provided by the GFA pursuant to subclause 21.2(b),

As the case may be.

21.3 CASA may terminate this Deed only after the exchanges mentioned in clause 21.2 have taken place, or the time within which those exchanges are required to take place has elapsed.

21.4 If CASA terminates this Deed, CASA may recover from the GFA, as a debt due to CASA, a reasonable proportion of the Funding that has been paid to the GFA, having regard to the period of time remaining before the Term would normally have expired.

## **22. Survival**

22.1 Clauses 9, 15, 17 and 19 survive the termination or expiry of this Deed.

22.2 Despite the expiry or termination of this Deed:

- (a) CASA's rights and the GFA's obligations under clauses 5 and 7 continue until the GFA has provided to CASA's satisfaction all the Reports required under those clauses.
- (b) The obligations under clause 20 continue:
  - (i) in relation to an item of information described in Item 6, for the period set out in respect of that item; and
  - (ii) in relation to any information that the parties agree in writing after the date of this Deed is to constitute Confidential Information for the purposes of this Deed, for the period agreed by the parties in writing in respect of that information .

## **23. Applicable Law**

23.1 This Deed is governed by the Laws for the time being in force in the Australian Capital Territory, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.



**24. Entire agreement**

- 24.1 This Deed constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Deed.

**25. Severability**

- 25.1 If anything in this Deed is unenforceable, illegal or void then it is severed from this deed and the rest of this deed remains in force.

**26. Waiver**

- 26.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

**27. Variation**

- 27.1 Subject to clause 12, no agreement or understanding varying or extending this Deed is legally binding upon either party unless in writing and signed by both parties.

**28. Notice**

- 28.1 A notice or communication under this Deed is only effective if it is in writing, and dealt with as follows:
- (a) If given by CASA to the GFA- given by CASA's Representative and addressed to the GFA's Representative at the postal address, email address specified in Item 8 or as otherwise notified by the GFA.
  - (b) If given by the GFA to CASA- given by the GFA's Representative and addressed to CASA's Representative at the postal address, email address specified in Item 10 or as otherwise notified by CASA.

# Signing Page

EXECUTED as a deed

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Signed for and on behalf of the  
**Civil Aviation Safety Authority**  
By its duly authorised delegate in  
the presence of

---

Signature of witness

---

Signature of delegate

---

Name of witness (print)

---

Name of delegate (print)

---

Date

---

Position of delegate (print)

---

Signed by  
**The Gliding Federation of  
Australia Incorporated**  
In the presence of

---

Signature of witness

---

Signature of the GFA's duly  
authorised delegate

---

Name of witness (print)

---

Name of representative (print)

---

Date

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Position of representative (print)

# 1. Schedule A – Deed Details

Item number	Description	Clause Reference	Details		
1.	Term	3	1 July 2021 to 30 June 2022		
2.	Amount of Funding	5	<b>\$101,497.28 (Nil GST)</b> <b>\$111,647.01 (GST-inclusive)</b>		
3.	Instalments	5	<i>First Instalment</i>  A. \$50,748.64 (Nil GST)  B. \$55,823.51 (GST-inclusive)  <i>Second Instalment</i>  C. \$50,748.64 (Nil GST)  D. \$55,823.50 (GST-inclusive)		
4.	Specified Personnel	14	GFA Executive Manager Operations – Chris Thorpe		
5.	Insurance	19	For each occurrence:  a) Public liability insurance - \$10 million b) Professional indemnity insurance - \$2 million c) Workers compensation insurance covered as required by law		
6.	Confidential Information	20	Owner	Item	Period of Confidentiality
7.	GFA's Representative		Steve Pegler – GFA President		
8.	Address for service of GFA's Representative	28	<u><b>Post</b></u> C4/1-13 The Gateway Broadmeadows, VIC 3047  <u><b>Email</b></u> president@glidingaustralia.org		

9.	<b>CASA's Representative</b>	28	Raymond Hudson Sport Aviation Safety Officer General, Recreational and Sport Aviation Branch
10.	<b>Address for service of CASA's Representative</b>	28	<p><b><u>Post</u></b> Attention Raymond Hudson (Brisbane Office) Sport Aviation Safety Officer</p> <p>CASA GPO Box 2005 CANBERRA ACT 2601</p> <p><b><u>Facsimile</u></b> <b>(02) 6217 1691</b></p> <p><b><u>Email</u></b> sport@casa.gov.au</p>

## 2. Schedule B-Statement of Expectations

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This Statement of Expectations specifies the functions the Civil Aviation Safety Authority (CASA) expects the Gliding Federation of Australia Incorporated (GFA) to perform, and the GFA agrees to perform, under the Deed of Agreement, in accordance with the applicable provisions of the *Civil Aviation Regulations 1988*, the *Civil Aviation Safety Regulations 1998* and any exemptions issued under those regulations.

### Compliance Functions

The GFA will:

1. Require all members of the GFA to operate gliders power sailplanes and power-assisted sailplanes in accordance with the applicable CASA requirements and the GFA Operational Regulations and other manuals and directives (if referred to in the GFA Operations Manual) of the GFA;
2. Monitor and audit standards and procedures of glider pilot certification systems, including gliding instructor, passenger flying and radiotelephone authorisations to ensure compliance;
3. Monitor the operational standards and procedures of member clubs and rectify any deficiencies detected to ensure compliance with the GFA Operational Regulations and other applicable GFA directives;
4. Require glider pilots visiting Australia from overseas countries and flying foreign registered gliders to comply with the GFA Operational Regulations and other manuals and directives (if referred to in the GFA Operations Manual) of the GFA;
5. Review the results of sailplane, powered sailplane and power-assisted sailplane incident and accident investigations to ensure that standards have been complied with;
6. In appropriate coordination with CASA, investigate alleged breaches of the *Civil Aviation Regulations 1988* (CAR), the *Civil Aviation Safety Regulations 1998* (CASR) and the GFA Operational Regulations and other manuals and directives of the GFA by member pilots of sailplanes, powered sailplanes and power-assisted sailplanes;
7. Monitor sailplane, powered sailplane and power-assisted sailplane certification systems, including Certificates of Registration, Certificates of Airworthiness, special flight permits and Airworthiness Directives compliance in accordance with CASR Parts 21, 22 and 39; and
8. Provide quarterly statistical reporting in relation to the numbers of GFA members, aircraft, accidents, incidents, defects and fatalities in accordance with the table below, no later than 14 Business Days after the dates specified.

<b>GFA Data Required</b>	<b>30 September 2021</b>	<b>31 December 2021</b>	<b>31 March 2022</b>	<b>31 May 2022</b>
<b>Number of Members</b>				
<b>Number of Pilots</b>				
<b>Accidents</b>				
<b>Incidents</b>				
<b>Defects</b>				
<b>Fatalities</b>				
<b>Number of Aircraft (total)</b>				
<b>Number of Sailplanes</b>				
<b>Number of Power- Assisted Sailplanes</b>				
<b>Number of Powered Sailplanes</b>				

## **Standards Functions**

The GFA will:

10. Liaise with and advise CASA in setting standards and procedures for glider and tow pilot certification systems, including gliding instructor, passenger flying and radio- telephone authorisations;
11. Review the GFA Manual of Standard Procedures including Operational Regulations as necessary and submit amendments to those requirements to CASA for approval;
12. Liaise with and advise CASA on developments in gliding techniques and equipment;
13. Review the results of incident and accident investigations to ensure that standards are appropriate; and
14. In accordance with the general requirements specified in CASR Parts 21, 22 and 39:
  - (a) liaise with and advise CASA in setting the Regulatory standards for sailplane, powered sailplane and power-assisted sailplane certification systems, including Certificates of Registration, Certificates of Airworthiness, special flight permits and Airworthiness Directives; and
  - (b) Liaise with and advise CASA on developments in glider airworthiness.

## **Safety Promotion Functions**

The GFA will:

15. Conduct safety education programs for Members;
16. Provide guidance to members in the form of advice and information to assist in the maintenance of safety in the airworthiness of sailplanes, powered sailplanes and power-assisted sailplanes in accordance with the general requirements of CASR Parts 21, 22 and 39; and
17. Provide guidance to members in the form of advice and information to assist in the maintenance of safety in the operation of sailplanes, powered sailplanes and power assisted sailplanes.

## **Service Functions**

The GFA will:

18. Establish and administer a glider pilot, tow pilot, radio operator, charter glider pilot and gliding instructor certification system;
19. In respect of sailplanes, powered sailplanes and power-assisted sailplanes operated in accordance with the requirements specified in any exemptions issued by CASA under the CARs and the CASRs, and in accordance with the applicable provisions of the CARs and the CASRs:
  - (a) maintain that portion of the register of Australian aircraft; and
  - (b) appoint persons to be authorised by CASA to issue:
    - (i) Certificates of Registration;
    - (ii) Certificates of Airworthiness; and
    - (iii) special flight permits pursuant to the applicable provisions of the CASRs;
20. Appoint persons to conduct, and where necessary, to be approved by CASA to conduct, modifications, repairs, maintenance and inspections on sailplanes, powered sailplanes and power-assisted sailplanes; and
21. Provide CASA, no less frequently than once every three months, with changes to that portion of the register of Australian aircraft administered by the GFA, including:
  - (a) a full description of each aircraft, including manufacturer, model and manufacturer's serial number;
  - (b) the registration mark assigned to each aircraft; and
  - (c) The name and address of the holder of the certificate of registration.

## **Safety Management System**

Consistent with the GFA's self-administration functions, its associated responsibilities in respect of the activities of its Members and with a view to the requirements contemplated by proposed CASR Part 149 for Approved Self-administering Aviation Organisations, the GFA will, by the end of the Term:

22. Develop and implement an appropriate organisational Safety Management System (SMS); and
23. Take appropriate steps to ensure that corresponding arrangements are developed and implemented by GFA clubs.



### 3. Schedule C-Transition Plan

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<b>Item number</b>	<b>Description</b>	<b>Clause Referenc</b>	<b>Details</b>
1.	Replaceme nt Date	12.3	
2.	Change of functions	12.6	
3.	Reports prior to Replacement Date	12.7	
4.	Change of Funding	12.8	