

AVIATION

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and the MALDIVES

Signed at Washington and Male
February 12 and 17, 1997

with

Annex



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

MALDIVES

Aviation

*Memorandum of agreement signed at Washington and
Male February 12 and 17, 1997;
Entered into force February 17, 1997.
With annex.*

NAT-I-3406
MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

CIVIL AVIATION DEPARTMENT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
REPUBLIC OF MALDIVES

WHEREAS, the Federal Aviation Administration of the Department of Transportation of the United States of America, hereinafter referred to as the FAA, is authorized to furnish on a reimbursable basis to foreign governments safety-related operational and training services provided that the services promote aviation safety; and

WHEREAS, the Civil Aviation Department, Ministry of Transport and Communications, Republic of Maldives, hereinafter referred to as the CAD, has requested that such services be provided; and

WHEREAS, the FAA is authorized to furnish, upon determination by the International Development Cooperation Agency, certain parts peculiar and repair services to the CAD.

NOW THEREFORE, the FAA and the CAD subsequently referred to as "the parties" mutually agree as follows:

ARTICLE I - OBJECTIVE OF THE AGREEMENT

A. The objective of this Memorandum of Agreement (subsequently referred to as the Agreement) is to establish the terms and conditions under which the FAA is to provide assistance to the CAD in developing and modernizing the Republic of Maldives civil aviation infrastructure in the managerial, operational and technical areas. For this purpose the FAA will, subject to their availability and the availability of appropriated funds, provide personnel, resources and related services to assist the CAD in the accomplishment of this objective.

B. It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the CAD use of the systems and equipment that are similar to those used by the FAA in the U.S. National Airspace System. To the extent that other systems and equip-

ment are used in the Republic of Maldives, FAA's ability to support other systems and equipment under this Agreement would be reduced.

ARTICLE II - ANNEXES

Specific technical assistance in areas of personnel, training, equipment or services to be provided to the CAD by the FAA shall be delineated in annexes and/or appendices to this Agreement and when signed by both parties, such annexes and appendices shall become part of this Agreement. The parties agree that such agreements will contain a description of the services to be performed by the FAA, the personnel and other resources required to accomplish tasks, estimated costs, planned implementation, and duration.

ARTICLE III - DESCRIPTION OF SERVICES

A. Under the terms and conditions of this Agreement and its annexes, the CAD may request technical assistance in areas including but not necessarily limited to:

1. Providing technical and managerial expertise to assist the CAD to develop, operate and enhance its civil aviation infrastructure, standards, procedures, policies, training, and equipment;
2. Providing training for CAD personnel in the United States or in the Republic of Maldives;
3. Inspecting and calibrating CAD equipment and air navigation facilities; and
4. Providing resources, logistical support, and equipment for air navigation facilities.

B. Assistance in these and other areas, as mutually agreed to, will be accomplished by appropriate short-term and long-term in-country assignments, or other assistance offered by the FAA.

ARTICLE IV - STATUS OF FAA PERSONNEL

The FAA will assign personnel to perform the tasks agreed upon in the appropriate annex. FAA personnel assigned to any activity will retain their status as U.S. Government, FAA employees. Their supervision and administration will be in accordance with the policies and procedures of the FAA as an agency of the U.S. Government, and they will perform at the high level of conduct and technical execution required by the FAA.

ARTICLE V - HOST PARTY SUPPORT

A. The level of required host government support will be set forth in each annex.

B. If for any reason the CAD is unable to provide fully the support specified in each annex, or if the support provided is not equivalent to that prescribed in pertinent FAA or other U.S. regulations, rules, or orders, the FAA will provide such support and will charge the costs for such support to the CAD.

ARTICLE VI - FINANCIAL PROVISIONS

A. The CAD shall reimburse the FAA, in accordance with provisions set forth in this Agreement and its annexes, the amount of costs incurred by FAA, including all costs arising from expiration or termination of the Agreement or its annexes.

B. Each annex will set forth the specific and detailed financial arrangements concerning the activities described in that annex. However, all financial arrangements are subject to the following:

1. Payment of bills is due within sixty (60) days from date of billing. Payments are to be made in U.S. dollars and forwarded to the FAA at the address on the bill.

2. In the event that payment is not made within sixty (60) days from the date of billing, U.S. Treasury Department regulations prescribe and require the FAA to assess late payment charges, i.e., interest, penalty, and administrative handling charges, in subsequent billings. These late charges will be assessed for each additional thirty (30) day period, or portion thereof, that payment is not received. The CAD agrees to pay any such late charges.

C. A Billing Number, located in an Annex or Appendix, will be assigned by FAA to identify each individual project and shall be referred to in all related correspondence.

ARTICLE VII - LIABILITY

The CAD, on behalf of the Government of the Republic of Maldives, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement or its annexes. The CAD, on behalf of the Government of the Republic of Maldives, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Republic of Maldives, or any agency thereof, or third persons for personal

injury, death, or property damage arising out of work under this Agreement or its annexes.

ARTICLE VIII - AMENDMENTS

This Agreement, its annexes or appendices, may be amended by mutual consent of the parties. Any changes in the services furnished or other provisions shall be formalized by an appropriate written amendment, signed by both parties, which shall detail the change.

ARTICLE IX - RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or application of this Agreement or its annexes will be resolved by consultation between the two parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE X - ENTRY INTO FORCE

This Agreement will enter into force upon signature of both parties and will remain in force until terminated. This Agreement, its annexes or appendices, may be terminated at any time by either party by providing sixty (60) days notice in writing to the other party. Any such termination will allow FAA one hundred and twenty (120) days to close out its activities.

ARTICLE XI - AUTHORITY

The FAA and the CAD agree to the provisions of this Agreement as indicated by the signature of their duly authorized representatives.

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

CIVIL AVIATION DEPARTMENT
MINISTRY OF TRANSPORT AND
COMMUNICATIONS
REPUBLIC OF MALDIVES

BY: Joan W. Bauerlein
Joan W. Bauerlein
Director, Office of
TITLE: International Aviation
DATE: 12 February 1997

BY: Mahamood Razeed
Mahamood Razeed
TITLE: Director of Civil Aviation
DATE: 17th February 1997

ANNEX 1
TO
MEMORANDUM OF AGREEMENT NAT-I-3406
BETWEEN THE
FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA
AND THE
CIVIL AVIATION DEPARTMENT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
REPUBLIC OF MALDIVES

ARTICLE I - PURPOSE OF THE ANNEX

This Annex sets forth the terms and conditions under which the FAA may make available personnel on a temporary duty (TDY) assignment basis to provide civil aviation technical assistance to the CAD.

ARTICLE II - DESCRIPTION OF SERVICES

The FAA may provide specialists, subject to their availability, on a TDY assignment basis in the fields of air traffic control, facility engineering, aviation safety, aviation security, and other aviation related disciplines. The specialists will develop and implement programs related to the evaluation, improvement and operation of the CAD aviation system.

ARTICLE III - IMPLEMENTATION

A. All services provided under this Annex shall be specified in appendices which, when signed by the duly authorized representatives of the parties, will become part of this Annex.

B. Each appendix will be numbered sequentially, contain an individual billing number, and will contain a description of services to be performed by the FAA for the CAD; the location of such services; the planned duration; the personnel and other resources required to accomplish the tasks; and the estimated costs of the tasks.

ARTICLE IV - FINANCIAL PROVISIONS

A. The CAD shall reimburse the FAA the amount of actual costs incurred by FAA in providing services under this Annex plus administrative charges.

B. All FAA bills will be forwarded through the U.S. Embassy in Sri Lanka, which also accredited to the Republic of Maldives to:

Civil Aviation Department
Male' 20-05
Republic of Maldives

C. The accounting division identified by FAA as the billing office for this Annex and to which payments under this Annex are to be made is:

Federal Aviation Administration
Accounting Division - ABA-200
800 Independence Ave SW
Washington, DC 20591

D. Payments must include the FAA assigned billing number, which is located in each individual appendix.

ARTICLE V - AMENDMENTS

This Annex or its appendices may be amended in accordance with Article VIII of the basic Agreement (NAT-I-3406).

ARTICLE VI - ENTRY INTO FORCE

This Annex will enter into force upon signature of both parties and will remain in force until terminated or such time as the basic Agreement (NAT-I-3406) expires or is terminated. Either party may terminate this Annex as provided for in Article X of the basic Agreement (NAT-I-3406).

ARTICLE VII - AUTHORITY

The FAA and the CAD, agree to the provisions of this Annex as indicated by the signature of their duly authorized representatives.

FEDERAL AVIATION ADMINISTRATION
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UNITED STATES OF AMERICA

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Director, Office of

TITLE: International Aviation

DATE: 12 February 1997

BY: Mahamood Razeed
Mahamood Razeed

TITLE: Director of Civil Aviation

DATE: 17th February 1997

NAT-I-3406-1-1 (NI7020MV8)

APPENDIX 1 TO
ANNEX 1 TO
MEMORANDUM OF AGREEMENT NAT-I-3406
BETWEEN THE
FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA
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This Appendix identifies specific services to be provided by FAA for the CAD, in accordance with Annex 1, to the basic Agreement (NAT-I-3406).

ARTICLE I - DESCRIPTION OF SERVICES

The FAA will provide one (1) specialist with backgrounds in security, operations, and maintenance to travel to the Republic of Maldives on a temporary duty (TDY) basis. The service will be conducted within a three (3) week period sometime between February and April 1997. The specialist will conduct an extensive review of CAD's aviation security program and will develop recommendations for assurance in meeting ICAO standards.

ARTICLE II - PERSONNEL REQUIREMENTS AND COST ESTIMATES

A. The CAD will provide round trip airfare and lodging, consistent with FAA/U.S. travel regulations, at no expense to the FAA. CAD will forward the round trip airline ticket directly to the security specialist providing the assistance. The approximate value of these two items is \$6,500.00 U.S. dollars.

B. The CAD will reimburse the FAA for per diem allowance, local transportation, and miscellaneous expenses consistent with FAA/U.S. regulations. The estimated cost for local transportation, per diem, FAA support and administrative charges for one (1) specialist for the three (3) week period is approximately \$4,000.00 U.S. dollars.

C. For purposes of this Appendix and on a one time basis only, the FAA will provide the cost of salary and benefits for one (1) specialist for the three (3)-week period.

D. Should additional services be required, the date and length of such service will be by mutual agreement between the FAA and the CAD, and related

cost estimate will be documented in an amendment to this Appendix or in a separate appendix.

ARTICLE III - FINANCIAL PROVISIONS

The CAD shall reimburse the FAA for its cost in providing services under this Appendix.

FAA bills will:

- A. Contain a reference to the Appendix number assigned to this project (NAT-I-3406-1-1).
- B. Contain the billing number assigned to this project of NI7020MV8.
- C. Identify charges accrued at the time of billing and periods covered.
- D. Be forwarded for payment in accordance with Article IV of Annex 1 to the basic Agreement (NAT-I-3406).

ARTICLE IV - ENTRY INTO FORCE

This Appendix will enter into force upon signature of both parties and will remain in force until terminated.

ARTICLE V - AUTHORITY

The FAA and the CAD agree to the provisions of this Appendix as indicated by the signature of their duly authorized representatives.

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