

AVIATION

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and EGYPT

Signed at Washington and Cairo
September 12 and 14, 1997



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.”

EGYPT

Aviation

*Memorandum of agreement signed at Washington
and Cairo September 12 and 14, 1997;
Entered into force September 14, 1997.*

**MEMORANDUM OF AGREEMENT
NAT-I-3449**

**BETWEEN THE
FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA
AND THE
CIVIL AVIATION AUTHORITY
MINISTRY OF CIVIL AVIATION
ARAB REPUBLIC OF EGYPT
TEMPORARY DUTY ASSIGNMENT**

WHEREAS, the Federal Aviation Administration of the Department of Transportation of the United States of America, referred to as the FAA, is authorized to furnish on a reimbursable basis to foreign governments certain services to encourage and foster the development of civil aeronautics and air commerce in and outside the United States, and to provide safety-related training and operational services to foreign aviation authorities if such services promote aviation safety; and

WHEREAS, the Egyptian Civil Aviation Authority, Ministry of Civil Aviation of the Arab Republic of Egypt, referred to as the ECAA, has requested such services be provided;

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

ARTICLE I-PURPOSE

This Memorandum of Agreement NAT-I-3449 (the Agreement) sets forth the terms and conditions under which the FAA shall make available personnel on a temporary duty assignment basis to provide civil aviation technical assistance to the ECAA.

ARTICLE II-DESCRIPTION OF SERVICES

A. The FAA shall provide three (3) specialists with backgrounds in repair station operations to travel to Cairo, Egypt, on or about September 25, 1997, for a period of approximately ten (10) days.

B. The specialists shall assist the ECAA by presenting the Customized Repair Station training course, covering the areas of air carrier/airworthiness and general aviation airworthiness job functions, for 25 ECAA airworthiness safety inspectors. The training shall last for six to eight classroom days and consist of lecture and classroom interactive exercises.

C. Should additional services be required, the date, duration, and estimated cost of such services shall be agreed to by the parties in a written amendment to this Agreement or by separate agreement.

ARTICLE III-STATUS OF FAA PERSONNEL

A. The FAA shall assign personnel to perform the services agreed upon in this Agreement. The personnel assigned may be the employees of the FAA or another U.S. Government agency. Personnel assigned to any activity shall retain their status as U.S. Government employees. The supervision and administration of the personnel shall be in accordance with the policies and procedures of the FAA as an agency of the U.S. Government. The assigned personnel shall perform at the high level of conduct and technical execution required by the FAA.

B. U.S. Government personnel assigned to perform work under this Agreement shall be accorded the same privileges and immunities as are accorded to the administrative and technical personnel of the U.S. Embassy under the Vienna Convention on Diplomatic Relations of 1961.¹ Such personnel shall not, however, be considered members of the Embassy staff by virtue of their enjoyment of such privileges and immunities.

ARTICLE IV-HOST PARTY SUPPORT

A. The support by the ECAA necessary for accomplishing the FAA technical assistance under this Agreement shall be in accordance with pertinent FAA or other U.S. regulations, rules, or procedures.

B. If for any reason the ECAA is unable to provide fully the support specified in this Agreement, or if the support provided is not equivalent to that prescribed in pertinent FAA or other U.S. regulations, rules, or procedures, the FAA shall arrange for the support and charge the costs for such support to the ECAA.

ARTICLE V-FINANCIAL PROVISIONS

A. The estimated cost for three specialists for the referenced period is sixty four thousand eight hundred U.S. dollars (\$64,800), which includes salary and

¹ TIAS 7502; 23 UST 3227.

benefits, transportation, per diem, FAA support, all course materials and supplies for twenty-five (25) ECAA airworthiness inspectors, shipment of the materials from Oklahoma to the course site, and an administrative overhead charge.

B. The ECAA shall reimburse the FAA for the actual costs (including an administrative overhead charge) incurred by the FAA in providing the services under this Agreement. In the event of a termination by either party under Article X.B of this Agreement, the ECAA shall pay all costs incurred by the FAA prior to the date of such termination.

C. All financial arrangements shall be subject to the following:

1. Payment of bills shall be due within sixty (60) days from date of billing. Payments shall be made in U.S. dollars and may be made either by check or electronic funds transfer. Checks shall be drawn on a U.S. bank and forwarded to the FAA at the address specified in paragraph E of this Article. Electronic funds transfers shall be credited to the FAA's account as follows: Federal Reserve Bank of New York, 021030004 Account Treas NYC (69001104) FAA. All payments shall include a reference to the assigned agreement number and billing number.

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; penalties, and administrative handling charges—in subsequent billings. These late charges shall be assessed for each additional thirty (30) day period, or portion thereof, that payment is not received. The ECAA shall pay any such late charges.

D. FAA bills shall contain a reference to Agreement Number NAT-I-3449 and Billing Number NI7078EG8 (which are the numbers assigned by the FAA to identify this Agreement and which shall be referred to in all related correspondence), and shall be supported with a summary of charges. All FAA bills shall be forwarded to:

Egyptian Civil Aviation Authority
Cairo International Airport
Terminal Building 1 - 6th Floor
Cairo, EGYPT

E. The ECAA shall forward all payments to the FAA at the following address:

Federal Aviation Administration
Accounting Operations Division, ABA-212
800 Independence Avenue, SW
Washington, D.C. 20591

ARTICLE VI-IMPLEMENTATION

The designated office at the FAA for the coordination and management of this Agreement, and where all inquiries and requests for services under this Agreement shall be made, is:

Federal Aviation Administration
Office of International Aviation, AIA-300
800 Independence Avenue, SW
Washington. D.C. 20591
Telephone No.: 202-267-8186
Fax No.: 202-267-5306

ARTICLE VII-LIABILITY

The ECAA, on behalf of the Government of Arab Republic of Egypt, 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 performed under this Agreement or its annexes and appendices. The ECAA, on behalf of the Government of Arab Republic of Egypt, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Arab Republic of Egypt, or by any agency thereof, or by third persons for personal injury, death, or property damage arising out of work performed under this Agreement or its annexes and appendices.

ARTICLE VIII-AMENDMENTS

This Agreement or its annexes or appendices may be amended by mutual consent of the parties. The details of any such amendment shall be memorialized by written agreement signed by both parties.

ARTICLE IX-RESOLUTION OF DISAGREEMENTS

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

ARTICLE X-ENTRY INTO FORCE AND TERMINATION

A. This Agreement shall enter into force on the date of the last signature and shall remain in force until the services described herein are completed or unless terminated.

B. This Agreement may be terminated at any time by either party by providing sixty (60) days notice in writing to the other party. Termination of this Agreement shall not affect existing obligations of the ECAA under Articles III, V, VII, and IX.

ARTICLE XI-SIGNATURE IN COUNTERPARTS

To facilitate execution, this Agreement or its annexes or appendices may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each party appear on each counterpart, but it shall be sufficient that the signature of or on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

ARTICLE XII-AUTHORITY

The FAA and the ECAA 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 AUTHORITY
MINISTRY OF CIVIL AVIATION
ARAB REPUBLIC OF EGYPT

BY: Joan W. Bauerlein
Joan W. Bauerlein

TITLE: Director, Office of
International Aviation

DATE: 12 September 1997

BY: A. Kato
Gen. Abdel Fattah Mohd. Kato

TITLE: Chairman ECAA

DATE: 14-9-97