

AVIATION

Memorandum of Agreement
Between the
UNITED STATES OF AMERICA
and HAITI

Signed at Washington and Port au Prince
August 27 and September 3, 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.”

HAITI

Aviation

*Memorandum of agreement signed at Washington and
Port au Prince August 27 and September 3, 1997;
Entered into force September 3, 1997.*

MEMORANDUM OF AGREEMENT
NAT-I-3448
BETWEEN THE
FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA
AND THE
MINISTRY OF TRANSPORT, COMMUNICATIONS AND PUBLIC
WORKS
REPUBLIC OF HAITI

WHEREAS, the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America is directed to encourage the development of civil aeronautics and the safety of air commerce, and is authorized to furnish on a reimbursable or nonreimbursable basis to foreign governments certain technical assistance to that end; and

WHEREAS, the Ministry of Transport, Communications and Public Works (the Ministry) of the Republic of Haiti, on its own behalf and on behalf of its Office National de l'Aviation Civile (OFNAC), has requested that such technical assistance be provided;

NOW THEREFORE, the FAA and the Ministry, collectively referred to herein as the parties, mutually agree as follows:

ARTICLE I-OBJECTIVE

This Memorandum of Agreement (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 Ministry and OFNAC.

ARTICLE II-DESCRIPTION OF SERVICES

A. The FAA shall provide one specialist with a background in Civil Aviation Security to travel to Haiti on or about September 1, for a period of up to 45 days.

B. The specialists shall assist the Ministry and OFNAC in the following areas:

1. Development of a National Civil Aviation Security Program;
2. Development of a National Civil Aviation Security Training Program;
3. Development of airport access control procedures;
4. Provide on the job screener training;
5. Develop procedures for issuance and control of airport access identification cards;
6. Develop an airport based system to conduct inspections of security procedures; and
7. Develop and carry out an airport based emergency exercise.

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.

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 Ministry necessary for accomplishing the FAA technical assistance shall be in accordance with pertinent FAA or other U.S. regulations, rules, or procedures. The Ministry shall also identify the appropriate Haitian authorities and provide the necessary resources to carry out the functions

¹TIAS 7502; 23 UST 3227.

described in Article II. The FAA specialist shall provide weekly progress reports to the Ministry and OFNAC regarding the assistance identified in Article II.

B. If, based on those reports, the FAA determines that the Ministry is not providing the appropriate personnel from the Ministry and/or OFNAC with the authority to carry out the functions with which the FAA is providing assistance as described in Article II, this assistance will be discontinued.

ARTICLE V-FINANCIAL PROVISIONS

A. The estimated cost for one specialist for the referenced period is \$7,300.00 U.S. dollars, which includes salary and benefits, per diem, FAA support and an administrative overhead charge. The FAA agrees to waive these costs.

B. The Ministry and OFNAC shall reimburse the FAA, in accordance with the provisions set forth in this Agreement, for the cost of a rental car as incurred by the FAA in providing the services under this Agreement.

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. 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 Ministry and OFNAC shall pay any such late charges.

D. Agreement number NAT-I-3448 and billing number NI7076HA8 has been assigned by the FAA to identify this technical assistance project and shall be referenced in all correspondence and bills related to this Agreement. FAA bills shall be supported with a summary of charges. All FAA bills shall be forwarded through the U.S. Embassy in the Republic of Haiti to:

Aéroport International de Port-au-Prince
Boîte Postal 1346
Port-au-Prince, République d'Haiti

E. The Ministry and OFNAC shall forward all payment of bills 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 requests for services under this Agreement should be made, is:

Federal Aviation Administration
Office of International Aviation, AIA-200
800 Independence Ave., S.W.
Washington, D.C. 20591
Telephone no. (202) 267-8140
Fax no. (202) 267-5032

ARTICLE VII-LIABILITY

The Ministry and OFNAC, on behalf of the Government of the Republic of Haiti, 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 Ministry and OFNAC, on behalf of the Government of the Republic of Haiti, 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 the Republic of Haiti, 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 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 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 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 Ministry and OFNAC under Articles III, V, VII, and IX. The FAA shall have one hundred and twenty (120) days to close out its activities following termination of this Agreement or its annexes or appendices.

ARTICLE XI-SIGNATURE IN COUNTERPARTS

To facilitate execution, this Agreement 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 Ministry 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

MINISTRY OF TRANSPORT
COMMUNICATIONS AND
PUBLIC WORKS
REPUBLIC OF HAITI

BY: Michael O'Neill
for Joan W. Bauerlein
TITLE: Director of International Aviation
DATE: 8/27/97

BY: _____
Mr. Jacques Dorcean
TITLE: Minister of Transport,
Communications, and Public Works
DATE: 03 SEP. 1997