

#494

MEMORANDUM OF UNDERSTANDING  
NAT-I-3455

04-664

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

AND THE

INTERNATIONAL CIVIL AVIATION ORGANIZATION

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 non-reimbursable basis certain technical assistance to that end; and

WHEREAS, the FAA and the International Civil Aviation Organization (ICAO) agree that such technical assistance would be mutually beneficial, and may be provided under the auspices of an "FAA/ICAO Fellowship Program," which shall be established by this agreement;

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

**ARTICLE I—OBJECTIVE**

This Memorandum of Understanding NAT-I-3455 (the MOU) establishes the terms and conditions under which the FAA may make available personnel on a detail basis to provide civil aviation technical assistance to ICAO. For purposes of this MOU, the word "detail" means the assignment or loan of an employee to an international organization without a change of position from the agency by which he is employed (Section 3343 of Title 5, United States Code).

**ARTICLE II—DESCRIPTION OF SERVICES**

As mutually agreed to by the FAA and ICAO, the FAA may provide specialists, subject to their availability, in the fields of air traffic control, facility engineering, aviation safety and security, and other aviation-related disciplines. The specialists shall develop and implement

programs related to the evaluation, improvement, and operation of the aviation system which may be required by ICAO. The specialists will be provided for a periods of six months to a year at a time, as agreed to by the parties. These specialists shall be known as "Fellows" and their work shall be conducted under the auspices of the "FAA/ICAO Fellowship Program." **Given the confidentiality and impartial nature of the ICAO audit programmes, audit activities in the field of safety and security must be the object of additional requirements arranged between parties.**

### **ARTICLE III—IMPLEMENTATION**

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

B. Each annex will be numbered sequentially and shall contain a description of the services to be performed by the FAA for ICAO, the location and planned duration of the services, and the personnel and other resources required to accomplish the services.

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

Federal Aviation Administration  
Office of International Aviation, AIA-100  
800 Independence Avenue, S.W.  
Washington, DC 20591

Telephone No.: 202-267-3230

Fax No.: 202-267-5032

### **ARTICLE IV—STATUS OF FAA PERSONNEL ON LOAN TO ICAO**

The FAA shall assign personnel to perform the services agreed upon in the annex or appendix. The personnel assigned shall **retain their status** as the employees of the FAA. **The supervision and administration of the personnel on loan to ICAO shall be in accordance with the ICAO rules and policies. When such personnel on loan to ICAO act on behalf of ICAO, while keeping their position in FAA, they would then have the status of ICAO experts and be bound by the rules and policies of ICAO.**

**ARTICLE V—ICAO SUPPORT**

ICAO shall, at its own expense, provide the following support for the Fellows:

- A. Private office space equipped with appropriate office furniture and a telephone ;
- B. Access to a personal computer with Microsoft Office software, internet service, and email, a fax machine and necessary office supplies;
- C. Such other necessary logistical support as may be requested by the Fellow to accomplish the objectives of this MOU;
- D. ICAO also shall provide such additional support as may be set forth in each annex or appendix. If for any reason ICAO is unable to provide the support specified in each annex or appendix, the FAA shall arrange for the support and pay the costs for such support.

**ARTICLE VI—FINANCIAL PROVISIONS**

A. The FAA shall pay all salary and benefits costs for the Fellow while on detail to ICAO under this MOU, the cost of transportation between the Fellow's home and ICAO, unless the travel is related to work assigned by ICAO under this MOU, and other travel costs to be specified by FAA. The FAA shall waive the standard administrative overhead charge on all costs associated with the detail of the employee to ICAO under this MOU.

B. ICAO shall pay any transportation costs between ICAO Headquarters and any other ICAO-assigned duty locations.

**ARTICLE VII—WAIVER OF CLAIMS**

ICAO waives any and all claims against the FAA for loss, damage, or injury resulting from the activities under this MOU.

**ARTICLE VIII—ICAO PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of ICAO.

**ARTICLE IX—AMENDMENTS**

This MOU 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 X—RESOLUTION OF DISAGREEMENTS**

Any disagreement regarding the interpretation or application of this MOU 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 XI—ENTRY INTO FORCE AND TERMINATION**

A. This MOU shall enter into force on the date of the last signature and shall remain in force until terminated.

B. This MOU or 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. Termination of this MOU shall not affect existing obligations of ICAO under Articles IV, VI, VII, and IX. The FAA shall have one hundred and twenty (120) days to close out its activities following termination of this MOU or its annexes or appendices. Termination of this MOU also shall terminate all annexes and appendices subsequently concluded by the parties pursuant to this MOU.

**ARTICLE XII—SIGNATURE IN COUNTERPARTS**

To facilitate execution, this MOU 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 XIII—AUTHORITY**

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

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

INTERNATIONAL CIVIL  
AVIATION ORGANIZATION

BY: Marion C. Blakey  
Marion C. Blakey

BY: Taïeb Chérif  
Taïeb Chérif

TITLE: Administrator

TITLE: Secretary General

DATE: September 23, 2003

DATE: 23/09/03