

**MEMORANDUM OF COOPERATION  
NAT-I-0801**

04 - 627

**BETWEEN**

**FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA**

**AND THE**

**DIRETORIA DE ELETRÔNICA E PROTEÇÃO AO VÔO  
COMANDO DA AERONÁUTICA  
FEDERATIVE REPUBLIC OF BRAZIL**

WHEREAS, the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America and the Diretoria de Eletrônica e Proteção ao Vôo (DEPV) of the Comando da Aeronáutica of the Federative Republic of Brazil, have as a common purpose the promotion and development of technical cooperation in civil aviation between the two countries, and;

WHEREAS, the Administrator of the FAA is authorized to develop, modify, test, and evaluate systems, procedures, facilities and devices to meet the needs for safe and efficient systems in civil aviation, and to enter into cooperative agreements to achieve this objective; and

WHEREAS, such cooperation will encourage the development of civil aeronautics and safety of air commerce in the U.S. and abroad;

NOW THEREFORE, the FAA and the DEPV, collectively referred to herein as the parties, agree to undertake joint programs in accordance with the following terms and conditions.

**ARTICLE I—OBJECTIVE**

A. This Memorandum of Cooperation (MOC) establishes the terms and conditions for mutual cooperation in the promotion and development of civil aviation. For this purpose the parties may, subject to the availability of appropriated funds and necessary resources, provide personnel, resources, and related services to cooperate to the extent called for in the annexes and appendices to this MOC.

NAT-I-0801  
Page 2 of 7

B. This objective may be achieved by cooperation in any of the following areas:

1. The exchange of information regarding programs and projects, research results or publications.
2. The execution of joint analyses.
3. The coordination of research and development programs and projects, and their execution based on shared effort.
4. The exchange of scientific and technical staff.
5. The exchange of specific equipment and systems for research activities and compatibility studies.
6. The joint organization of symposia or conferences.
7. Reciprocal consultations with the aim of establishing concerted action in appropriate international bodies.

## **ARTICLE II—IMPLEMENTATION**

A. This MOC shall be implemented through technical annexes and appendices, which shall form part of this MOC when mutually agreed by both parties.

B. Representatives from the FAA and the DEPV shall meet periodically to discuss proposals for new cooperative activities. A joint review of the status of ongoing activities, which are the subject of annexes and appendices to this MOC, shall be conducted at such intervals as mutually agreed by the parties.

C. The designated offices for the coordination and management of this MOC, and where all requests for services under this MOC should be made, are:

1. For the FAA:

Federal Aviation Administration  
Office of International Aviation, AIA-200  
800 Independence Ave., S.W.  
Washington, D.C. 20591

Telephone: 202-267-3231  
Fax: 202-267-5032

NAT-I-0801  
Page 3 of 7

2. For the DEPV:

Diretoria de Eletrônica e Proteção ao Vôo  
Av. General Justo nº. 160 - 4º andar  
Centro  
CEP: 20.021-130  
Rio de Janeiro - RJ, Brazil

Telephone: [55] (21) 220-2365 or 814-6200  
Fax: [55] (21) 814-6371 or 814-6244

D. Technical program liaison for specific activities shall be established as indicated in the annexes and appendices to this MOC.

**ARTICLE III—EXCHANGE OF PERSONNEL**

The parties may exchange technical personnel as required to pursue the activities described in the annexes and appendices. All such exchanges shall be in accordance with the terms and conditions set forth in those annexes and appendices and this MOC. Such personnel shall perform work as mutually agreed by the parties in the annexes or appendices. Such personnel may be from the FAA, the DEPV, or supporting Government agencies or contractors, as mutually agreed.

**ARTICLE IV—EQUIPMENT AND LOAN ARRANGEMENTS**

Equipment may be loaned by one party to the other under the annexes or appendices to this MOC. The following general provisions shall apply to all loans of equipment unless otherwise specified in the annexes or appendices:

1. The borrower shall, at its own expense, transport any equipment to the borrower's designated location and identify its value.
2. The borrower shall assume custody and possession of said equipment upon its delivery to the designated receiving point.

NAT-I-0801

Page 4 of 7

3. Upon completion of use or expiration or termination of the pertinent appendix, annex or this MOC, the borrower shall return the equipment to the lender at the borrower's expense. The equipment shall remain in the custody of the borrower until returned to the lender's designated receiving point.
4. The borrower shall be responsible for installing the equipment at the borrower's location.
5. The lender and borrower shall cooperate in securing any export licenses and other documents required for the shipment of the equipment.
6. The lender shall assist the borrower in locating sources of supplies for common items and parts peculiar which are not readily available to the borrower.
7. The borrower shall place and install equipment in accordance with the agreed program plan, as shown in the annex or appendix.
8. During the period of the loan, the borrower shall operate and maintain equipment in proper condition, ensure the continued operability of the equipment, and permit inspection by the lender at any reasonable time.
9. In the event of loss or damage of any equipment loaned under this MOC and for which the borrower assumed custody and possession, the borrower shall compensate the lender for the value (as identified by the lender in paragraph 1 of this Article) of the lost or damaged equipment.
10. Any equipment exchanged under this MOC shall be solely for research or developmental purposes and shall not be used in any way whatsoever for active civil aviation or other operational use.
11. Any transfers of technology, equipment or other items pursuant to this MOC shall be subject to the applicable laws and policies of the parties.

NAT-I-0801

Page 5 of 7

**ARTICLE V—FUNDING**

A. Unless otherwise specified in the annexes or appendices to this MOC, each party shall assume the cost of work to be done by it, in accordance with specific tasks identified in the annexes and appendices.

B. MOC number NAT-I-0801 has been assigned by the FAA to identify this cooperative program and shall be referenced in all correspondence related to this MOC.

**ARTICLE VI—RIGHTS**

Except as required by applicable law, neither party shall release any information or material pertinent to the tasks or related to the agreed program to third parties other than contractors or subcontractors engaged in the program.

**ARTICLE VII—LIABILITY**

A. Subject to paragraph B of this Article VII, the DEPV agrees to:

1. Defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising from work performed under this MOC or its annexes and appendices; and

2. Hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of the Federative Republic of Brazil, or by any agency thereof, or by third persons for personal injury, death, or property damage arising from work performed under this MOC or its annexes and appendices.

B. Grossly negligent, fraudulent, or criminal acts resulting in personal injury, death, or property damage shall not be considered within the scope of "work performed under this MOC" for the purpose of the obligation of the DEPV under paragraph A of this Article VII to defend any suit brought against the FAA, the Government of the United States, or any officer or instrumentality of the United States, or to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim for personal injury, death, or property damage.

NAT-I-0801  
Page 6 of 7**ARTICLE VIII—AMENDMENTS**

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

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

**ARTICLE XI—SIGNATURE IN COUNTERPARTS**

To facilitate execution, this MOC 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 DEPV agree to the provisions of this MOC as indicated by the signature of their duly authorized representatives.

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

DIRETORIA DE ELETRÔNICA E  
PROTEÇÃO AO VÔO  
COMANDO DA AERONÁUTICA  
FEDERATIVE REPUBLIC OF BRAZIL

BY: *Joan W. Bauerlein*  
Joan W. Bauerlein

BY: *Luiz Fernando Barbedo*  
Maj. Brig. Do. Ar.

TITLE: Director, Office of  
International Aviation

TITLE: DEPV Director General

DATE: *17 January 2000*

DATE: *09 February 2000*

## LETTER OF UNDERSTANDING

This letter expresses the understanding of the Federal Aviation Administration and the Diretoria de Eletrônica e Proteção ao Voo (DEPV) of the Comando da Aeronáutica of the Federative Republic of Brazil regarding the obligations undertaken by the DEPV in Article VII of the Memorandum of Cooperation NAT-I-0801 between the FAA and the DEPV.

The parties understand that the DEPV undertakes the obligations under Article VII as the government agency of the Federative Republic of Brazil responsible for and authorized to control and settle issues related to air traffic control (including research and development) in Brazil, and in doing so, acts on behalf of the Government of the Federative Republic of Brazil.

The parties further understand that the DEPV undertakes the obligations under Article VII consistent with Article 37, paragraph 6 of the Constitution of the Federative Republic of Brazil.

The parties further understand that the obligation to "defend any suit" in paragraph A.1 of Article VII means to provide legal representation and defense in civil litigation.

The parties further understand that the obligation to "hold harmless" in paragraph A.2 of Article VII means to assume responsibility for the payment of any monetary damages, costs, or other liabilities arising out of a claim for such monetary damages, costs, or liability for personal injury or death or the loss of or damage to property.

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

DIRETORIA DE ELETRÔNICA E  
PROTEÇÃO AO VÔO  
COMANDO DA AERONÁUTICA  
FEDERATIVE REPUBLIC OF BRAZIL

BY:

Joan W. Bauerlein  
Joan W. Bauerlein

TITLE: Director, Office of  
International Aviation

DATE:

18 January 2000

BY:

Luiz Fernando Barbedo  
Maj. Brig. Do. Ar.  
Luiz Fernando Barbedo

TITLE: DEPV Director General

DATE:

09 February 2000