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1996-05-17

NAT-I-3315

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MEMORANDUM OF AGREEMENT

BETWEEN THE

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

AND THE

**DEPARTMENT OF CIVIL AVIATION
MINISTRY OF TRANSPORT AND COMMUNICATIONS
GOVERNMENT OF ARUBA**

WHEREAS, the Federal Aviation Administration of the Department of Transportation of the United States of America, hereinafter referred to as 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; and

WHEREAS, the Department of Civil Aviation, Ministry of Transportation and Communications, Government of Aruba, hereinafter referred to as DCA, 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 DCA;

NOW THEREFORE, the FAA and the DCA 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 DCA in developing and modernizing the 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 DCA 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 DCA's 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 equipment are used by the DCA, 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, flight inspection, equipment or services to be provided to the DCA by the FAA shall be delineated in annexes to this Agreement. When signed by both parties, such annexes shall become part of this Agreement. The parties agree that such annexes 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 DCA may request technical assistance in areas including but not necessarily limited to:

1. Providing technical and managerial expertise to assist the DCA to develop, operate and enhance its civil aviation infrastructure, standards, procedures, policies training, and equipment;
2. Providing training for DCA personnel, in the United States or in Aruba;
3. Inspecting and calibrating DCA-owned or -operated 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 - HOST GOVERNMENT SUPPORT

- A. The level of required host government support will be set forth in each annex.
- B. If for any reason the DCA 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, the FAA will provide such support and will charge the costs for such support to the DCA.

ARTICLE V - FINANCIAL PROVISIONS

A. The DCA 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 DCA agrees to pay any such late charges.

C. Agreement Number NAT-I-3315 has been assigned by FAA to identify this project and shall be referred to in all related correspondence.

ARTICLE VI - STATUS OF FAA PERSONNEL

A. 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.

B. FAA personnel 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. Such FAA personnel shall not, however, be considered members of the Embassy staff by virtue of their enjoyment of such privileges and immunities.

ARTICLE VII - LIABILITY

The Ministry of Transportation and Communications, on behalf of the Government of Aruba, agrees to defend any suit brought forth in court in Aruba 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 DCA, on behalf of the Government of Aruba, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim brought forth by the Government of Aruba, 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 or its annexes 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 outline the nature of 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 - EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective upon signature of both parties and will remain in effect until terminated. This Agreement or any of its annexes 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 DCA 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

BY: Joan W. Bauerlein
Joan W. Bauerlein
Director

TITLE: Office of International Aviation

DATES: 9 May 1996

DEPARTMENT OF CIVIL AVIATION
MINISTRY OF TRANSPORT AND
COMMUNICATIONS
GOVERNMENT OF ARUBA

BY: Agustin Vrolijk
Agustin Vrolijk
Director

TITLE: Department of Civil Aviation

DATE: 17 May 1996



**APPENDIX 1
TO**

**ANNEX 3
TO**

**MEMORANDUM OF AGREEMENT
NAT-I-3315**

BETWEEN THE

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

AND THE

**DEPARTMENT OF CIVIL AVIATION
MINISTRY OF TRANSPORT AND COMMUNICATIONS
GOVERNMENT OF ARUBA**

This Appendix identifies specific services to be provided by FAA for the DCA in accordance with Annex 3 to the basic Agreement (NAT-I-3315).

ARTICLE I - DESCRIPTION OF SERVICES

A. The FAA will provide one (1) specialist with a background in radar radiation hazard and safety assessments to travel to Aruba on a temporary duty (TDY) basis. The service will be conducted for a period not to exceed one week. The specialist will assist the DCA in conducting a radio frequency (RF) radiation hazard survey on a newly installed ASR-9 in Aruba to confirm whether actual radiation danger zones coincide with the theoretical hazardous zones.

B. The RF radiation hazard survey will begin on May 13, 1996, and be completed by May 16, 1996. The FAA employee will perform the following activities:

1. Survey the site to assess the height of the tower.
2. Conduct radiation measurements using both ionizing (X-ray) and non-ionizing (Radio Frequency) equipment. Ionizing measurements will be made in and around

transmitters. Non-ionizing measurements will be made in all work areas inside and outside of the facility and in any buildings requested by DCA.

C. A complete list of equipment to be used for this survey is outlined in Attachment 1 to this Appendix. Attachment 1 further specifies the equipment FAA will provide and the equipment which must be supplied by DCA to complete the survey.

D. A draft report will be prepared prior to departure and presented to DCA officials. A final report of the results of the TDY will be sent to DCA within four (4) months.

ARTICLE II - PERSONNEL REQUIREMENTS AND COST ESTIMATES

A. The estimated cost for one (1) specialist for seven (7) day is \$11,954 U.S. dollars, which includes salary and benefits, transportation, per diem, FAA support and administrative overhead charge.

B. Should additional services be required, the date and length of such service will be by mutual agreement between the FAA and the DCA, and the related cost estimate will be documented in an amendment to this Appendix or in a separate appendix.

ARTICLE III - FINANCIAL PROVISIONS

A. The DCA shall reimburse the FAA for the costs incurred in providing services under this Appendix. FAA bills will:

1. Payments are to be made in U.S. dollars and shall be marked NAT-I-3315-3-1 (which is the Agreement, Annex and Appendix numbers assigned by FAA to identify this project and shall be referred to in all correspondences). In addition, a billing number of NI3316AA8-1 has been assigned to this project.
2. Identify charges accrued at the time of billing and periods covered;
3. Be forwarded for payment in accordance with Article IV of Annex 3 to the basic Agreement (NAT-I-3315).

ARTICLE IV - AMENDMENTS

This Appendix may be amended in accordance with Article VIII of the basic Agreement (NAT-I-3315).

ARTICLE IV - EFFECTIVE DATE AND TERMINATION

This Appendix shall become effective upon signature of both parties and will remain in effect until the services described herein are completed or as may otherwise be amended.

ARTICLE VII - AUTHORITY

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

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

BY:

Joan W. Bauerlein
Joan W. Bauerlein
Director

TITLE: Office of International Aviation

DATES: 9 May 1996

DEPARTMENT OF CIVIL AVIATION
MINISTRY OF TRANSPORT AND
COMMUNICATIONS
GOVERNMENT OF ARUBA

BY:

Agustin Vrolijk
Agustin Vrolijk
Director

The seal of the Department of Civil Aviation of Aruba is circular. It features a central shield with a cross, surrounded by a wreath. The text "DEPARTMENT OF CIVIL AVIATION" is written around the top inner edge, and "ARUBA" is at the bottom. Two small stars are positioned on the left and right sides of the inner circle.

TITLE: Department of Civil Aviation

DATE: 17 May 1996

ATTACHMENT 1 TO APPENDIX 1 OF
ANNEX 3 TO NAT-I-3315

“Radiation Hazard Survey Supplies List”

Equipment to be furnished by the FAA:

1. Ionizing Radiation Survey Meter (NARDA)
2. Non-Ionizing Radiation Survey Meter (VICTOREEN)
3. Spectrum Analyzer
4. EMC-60 Radio Frequency Interface Meter

Equipment to be furnished by the DCA:

1. Truck capable of lifting a person to the height of the radar tower
2. A source for 120 VAC for RFI equipment
3. An Engine generator (portable)