

AVIATION

Cooperation

**Memorandum of Cooperation
Between the
UNITED STATES OF AMERICA
and GUATEMALA**

Signed at Washington and Guatemala May 26
and June 11, 1999



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.”

GUATEMALA

Aviation: Cooperation

*Memorandum of cooperation signed at Washington
and Guatemala May 26 and June 11, 1999;
Entered into force June 11, 1999.*

**MEMORANDUM OF COOPERATION
NAT-I-9005**

BETWEEN THE

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

AND THE

**DIRECCION GENERAL DE AERONAUTICA CIVIL
GUATEMALA**

WHEREAS, the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America and the Dirección General de Aeronáutica Civil (DGAC) of Guatemala, 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 DGAC, 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.

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 DGAC 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 its annexes and appendices, 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: 202-267-9775

Facsimile: 202-267-5032

2. For the DGAC:

Dirección General de Aeronáutica Civil
Aeropuerto International "La Aurora"
Zona 13
Guatemala City, Guatemala

Telephone: 011-502-332-0162

Facsimile: 011-502-331-4840

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 DGAC, 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.
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.

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-9005 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. The FAA assumes no liability for any claim of loss arising out of advice or other assistance provided or work performed by it under this Agreement, or arising out of any action or decision by the DGAC, or its employees or contractors, in relation to such advice, assistance, or work.

B. The DGAC, on behalf of the Government of Guatemala, 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 MOC or its annexes and appendices. The DGAC, on behalf of the Government of Guatemala, 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 Guatemala, or by any agency thereof, or by third persons for personal injury, death, or property damage arising out of work performed under this MOC or its annexes and appendices.

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 V, 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 DGAC 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

DIRECCION GENERAL DE
AERONAUTICA CIVIL
GUATEMALA

BY: 
Joan W. Bauerlein

BY: 
Lic. Peter Roland Zimeri Ubieto

TITLE: Director of International Aviation

TITLE: Director General

DATE: 26 May 1999

DATE: 11 JUNE 1999