

**MEMORANDUM OF AGREEMENT
NAT-I-4407**

BETWEEN THE

**DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA**

AND THE

**MINISTRY OF CIVIL AVIATION
GOVERNMENT OF INDIA**

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 basis to foreign governments certain technical assistance to that end; and

WHEREAS the Ministry of Civil Aviation (MoCA) of the Government of India is committed to the safe and orderly growth of civil aviation in India by availing appropriate technical assistance;

NOW THEREFORE, the Department of Transportation and the MoCA, collectively referred to herein as the parties, mutually agree as follows:

ARTICLE I—OBJECTIVE

A. This Memorandum of Agreement (the Agreement) establishes the terms and conditions under which the FAA may provide assistance to the MoCA in developing and modernizing the civil aviation infrastructure of India in the managerial, operational and technical areas. For this purpose, the FAA shall, subject to the availability of appropriated funds and necessary resources, provide personnel, resources, and related services to assist the MoCA to the extent called for in the annexes and appendices to this Agreement.

B. The FAA's ability to furnish the full scope of technical assistance provided for under this Agreement depends on the use of the systems and equipment in India that are similar to those used by the FAA in the U.S. National Airspace System.

ARTICLE II—IMPLEMENTATION

A. Specific technical assistance in areas of personnel, training, equipment, or services to be provided by the FAA for the MoCA shall be delineated in annexes and appendices to this Agreement which, when signed by the duly authorized representatives of the parties or by their appropriate implementing authority, shall form part of this Agreement. For this purpose, the U.S. Department of Transportation designates the FAA as its implementing authority under this Agreement. The MoCA designates the [Directorate General of Civil Aviation and Airports Authority of India] as its implementing authorities for areas under their respective jurisdiction. The parties agree that such annexes and appendices shall contain a description of the technical assistance to be performed by the FAA, the personnel and other resources required to accomplish the tasks, the estimated costs, implementation plans, and duration.

B. 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
Assistant Administrator for International Aviation
Asia Pacific Staff, APC-10
800 Independence Ave., S.W.
Washington, D.C. 20591

Telephone: 202-385-8895
Fax: 202-267-5306

C. The designated office at the MoCA for the coordination and management of this Agreement is:

Dierctorate General of Civil Aviation
Opposite Safdarjung Airport,
New Delhi-110003.

Telephone: 011-24620784
Fax: 011-24652760

ARTICLE III—DESCRIPTION OF SERVICES

A. The technical assistance provided by the FAA at the request of the MoCA may include, but is not necessarily limited to, the following:

1. Provide technical assistance related to issues addressed under a Bilateral Aviation Safety Agreement (BASA);
2. Providing technical and managerial expertise to assist the MoCA in developing, improving, and operating its civil aviation infrastructure, standards, procedures, training, and equipment;
3. Providing training for personnel designated by the MoCA in the United States or in India;
4. Inspecting and calibrating India owned or -operated equipment and air navigation facilities; and
5. Providing resources, logistical support, and equipment for air navigation facilities.
6. Providing technical assistance related to the certification of SBAS.

B. Technical assistance in these and other areas, as mutually agreed to, may be accomplished by appropriate short- and long-term in-country assignments or by other assistance offered by the FAA.

ARTICLE IV—STATUS OF FAA PERSONNEL

A. The FAA shall assign personnel to perform the services agreed upon in an annex or appendix. The personnel assigned may be the employees of the FAA, another U.S. Government agency, or a contractor to the FAA.

B. FAA or other U.S. Government personnel assigned to any activity shall retain their status as U.S. Government employees. The supervision and administration of the FAA or other U.S. Government personnel shall be the responsibility of the FAA as an agency of the U.S. Government.

C. The status of contractor personnel assigned to an activity under this Agreement shall be described in the appropriate annex or appendix to this Agreement. The supervision and administration of contractor personnel shall be in accordance with terms of the contract between the FAA and the contractor.

D. The assigned personnel shall perform at the high level of conduct and technical execution required by the FAA.

ARTICLE V—HOST PARTY SUPPORT

A. MoCA shall provide the support necessary for accomplishing the FAA technical assistance as may be described in each annex or appendix.

B. If for any reason MoCA is unable to provide fully the support specified in each annex or appendix, the FAA shall, after consultation with a representative of MoCA, arrange for the support and charge the costs for such support to MoCA.

ARTICLE VI—FINANCIAL PROVISIONS

A. The MoCA shall reimburse the FAA, in accordance with the provisions set forth in this Agreement and its annexes and appendices, for all costs associated with the technical assistance provided by the FAA. In the event of a termination by either party under Article XI of this Agreement, the MoCA shall pay:

1. All costs incurred by the FAA prior to the date of such termination; and
2. All termination costs incurred by the FAA during the 120-day close-out period.

B. Each annex or appendix shall describe the specific financial arrangements for the technical assistance to be provided. However, 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.

C. Agreement number NAT-I-4407 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.

ARTICLE VII—LIABILITY

A. The MOCA, on behalf of the Government of the Republic of India, agrees to defend any suit brought in any jurisdiction other than the United States or pay for the defense of any suit brought in the United States against the Government of the United States, the FAA, or any instrumentality or current or former officer or employee of the United States arising out of any advice or other assistance provided or work performed under this Agreement or its annexes and appendices. The MOCA, on behalf of the Government of the Republic of India, further agrees to hold the United States, the FAA, or any instrumentality or current or former officer or employee of the United States harmless against any claim by the Government of India, or by any agency thereof, or by third persons for personal injury, death, or property damage arising out of any advice or other assistance provided or work performed under this Agreement 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 "advice or other assistance provided or work performed under this Agreement" for the purpose of the obligation of MoCA under paragraph A of this Article to defend or pay for the defense of any suit brought against the Government of the United States, the FAA, or any instrumentality or current or former officer or employee of the United States, or to hold the Government of the United States, the FAA, or any instrumentality or current or former officer or employee of the United States harmless against any claim.

ARTICLE VIII—RELEASE OF TECHNICAL DATA OR OTHER INFORMATION

Except as required by applicable law or by mutual written agreement of the parties, neither party shall release any technical data or other sensitive information or material pertinent to the work or activities to be carried out under this Agreement to third parties other than contractors or subcontractors engaged in carrying out this Agreement.

ARTICLE IX—AMENDMENTS

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

B. This Agreement 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 Agreement shall not affect existing obligations of the MoCA under Articles V, VI, VII, and VIII, and the FAA under Articles IV and V. 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. During the 120 day close-out period, the FAA will either complete such technical assistance for which the FAA has already received sufficient funds from the MOCA, or refund the applicable balance to MOCA. Termination of this Agreement also shall terminate all annexes and appendices subsequently concluded by the parties pursuant to this Agreement.

ARTICLE XII— SIGNATURES ON SEPARATE IDENTICAL COPIES AS ONE AGREEMENT

To facilitate execution, this Agreement or its annexes or appendices may be executed in as many separate identical copies as may be required to denote the willingness of all parties to be bound. It shall be sufficient to constitute execution that the signature of or on behalf of each party appear on one or more separate identical copies; it shall not be necessary that the signatures of or on behalf of all parties appear on any single identical copy. All identical copies thus signed shall collectively constitute a single Agreement, annex or appendix.

ARTICLE XIII—AUTHORITY

The parties agree to the provisions of this Agreement as indicated by the signature of their duly authorized representatives.



DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA



MINISTRY OF CIVIL AVIATION
GOVERNMENT OF INDIA

BY: MARION BLAKEY

BY: R.K.SINGH

TITLE: FAA ADMINISTRATOR

TITLE: JOINT SECRETARY

DATE: 13TH NOVEMBER, 2006

DATE: 13TH NOVEMBER, 2006