

**AGREEMENT
NAT-I-1416**

BETWEEN THE

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

AND THE

**NIGERIAN CIVIL AVIATION AUTHORITY A PARASTATAL UNDER THE
FEDERAL MINISTRY OF AVIATION
FEDERAL REPUBLIC OF NIGERIA**

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 to foreign governments certain technical assistance to that end; and

WHEREAS, the Nigerian Civil Aviation Authority (NCAA), a parastatal under the Federal Ministry of Aviation, has requested that such technical assistance be provided;

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

ARTICLE I—OBJECTIVE

A. This Agreement establishes the terms and conditions under which the FAA may provide technical assistance to the NCAA in developing and modernizing its civil aviation infrastructure 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 NCAA to the extent called for in the annexes and appendices to this Agreement.

B. The FAA shall furnish the full scope of technical assistance provided for under this Agreement, provided that Nigeria uses 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 in Nigeria, the FAA may not be able to support those other systems and equipment under this Agreement.

ARTICLE II—IMPLEMENTATION

A. Specific technical assistance in areas of personnel, training, equipment, or services to be provided by the FAA for the NCAA shall be delineated in annexes and appendices to this Agreement. When signed by the parties, such annexes and appendices shall become part of this Agreement. 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
Office of International Aviation, AIA-300
800 Independence Ave., S.W.
Washington, D.C. 20591

Telephone no. (202) 267-8168

Fax no. (202) 267-5032

ARTICLE III—DESCRIPTION OF SERVICES

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

1. Providing technical and managerial expertise to assist the NCAA in developing, improving, and operating its civil aviation infrastructure, standards, procedures, policies, training, and equipment;
2. Providing training for NCAA personnel in the United States or in Nigeria;
3. Inspecting and calibrating NCAA-owned or -operated equipment and air navigation facilities; and
4. Providing resources, logistical support, and equipment for air navigation facilities.

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 this Agreement. The personnel assigned may be the employees of the FAA or another U.S. Government agency, or a contractor to the FAA. U.S. Government personnel assigned to any activity shall retain their status as U.S. Government employees. The supervision and administration of the personnel shall be in accordance with the policies and procedures of the FAA as an agency of the U.S. Government.

B. U.S. Government personnel assigned to perform work under an annex or appendix to this Agreement 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 personnel shall not, however, be considered members of the Embassy staff by virtue of their enjoyment of such privileges and immunities.

ARTICLE V—HOST PARTY SUPPORT

A. The support by the NCAA necessary for accomplishing the FAA technical assistance shall be in accordance with pertinent FAA or other U.S. regulations, rules, or procedures. The NCAA also shall provide such additional support as may be set forth in each annex or appendix.

B. If for any reason the NCAA is unable to provide fully the support specified in each annex or appendix, or if the support provided is not equivalent to that prescribed in pertinent FAA or other U.S. regulations, rules, or procedures, the FAA shall arrange for the support and increase the costs described in each annex or appendix by the amount of the costs for such support. Where feasible, the FAA will provide notice to NCAA prior to arranging for such support.

ARTICLE VI—FINANCIAL PROVISIONS

A. Each annex or appendix shall describe the specific financial arrangements for the technical assistance to be provided. In addition, except as otherwise set forth in this Agreement

or its annexes and appendices, all financial arrangements that require NCAA to reimburse the FAA shall be subject to the following:

1. The NCAA shall reimburse the FAA for all costs (including administrative overhead charges) associated with the technical assistance provided by the FAA in accordance with the provisions set forth in this Agreement.

2. 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 by either 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 (NB69001104) FAA. All payments shall include a reference to the assigned agreement number and billing number.

3. 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, penalties, and administrative handling charges—in subsequent billings. These late charges shall be assessed for each additional thirty (30) day period, or portion thereof, that payment is not received. The NCAA shall pay any such late charges.

4. In the event of a termination by either party under Article X of this Agreement, the NCAA shall pay all costs incurred by the FAA:

- a. Prior to the date of such termination; and
- b. During the 120-day close-out period.

B. Agreement number NAT-I-1416 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 NCAA, on behalf of the Government of Nigeria, agrees to be joined as a defendant and 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 Agreement or its annexes and appendices. The NCAA, on behalf of the Government of Nigeria,

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 Nigeria, or by any agency thereof, or by third persons for personal injury, death, or property damage arising out of work performed under this Agreement or its annexes and appendices.

B. The Parties understand that grossly negligent, fraudulent, or criminal acts resulting in personal injury, death or property damage shall not be considered activities within the scope of work performed under this Agreement for the purpose of NCAA's obligation to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work performed under this Agreement.

ARTICLE VIII—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 IX—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 X—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 Parties 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 Agreement or its annexes or appendices. Termination of this Agreement also shall terminate all annexes and appendices subsequently concluded by the parties pursuant to this Agreement.

ARTICLE XI—SIGNATURE IN COUNTERPARTS

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

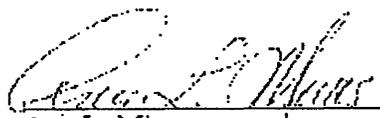
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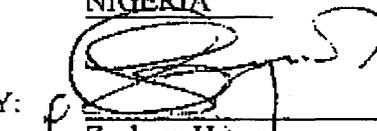
UNITED STATES OF AMERICA

FEDERAL REPUBLIC OF
NIGERIA

BY:


Ava L. Mims

BY:


Zachary Haruna

TITLE: Director, Office of
International Aviation

TITLE: Director General

DATE:

4/12/02

DATE:

31/5/02