

**AMENDMENT 2 TO**  
**MEMORANDUM OF AGREEMENT**  
**NAT-I-1416**  
**BETWEEN THE**  
**FEDERAL AVIATION ADMINISTRATION**  
**DEPARTMENT OF TRANSPORTATION**  
**UNITED STATES OF AMERICA**  
**AND THE**  
**NIGERIAN CIVIL AVIATION AUTHORITY PARASTATAL UNDER THE**  
**FEDERAL MINISTRY OF AVIATION**  
**FEDERAL REPUBLIC OF NIGERIA**

**ARTICLE I—GENERAL**

Pursuant to the terms of Article VIII of Memorandum of Agreement NAT-I-1416 (the Agreement), the FAA and NCAA agree to amend the Agreement by replacing Article VI, Financial Provisions, with the following:

**ARTICLE VI—FINANCIAL PROVISIONS**

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:

A. Prior to the performance of any services by the FAA, the NCAA shall pay to the FAA the estimated cost of providing the services and an administrative overhead charge in accordance with the provisions set forth in this Agreement and its annexes and appendices.

1. In the event that the FAA does not receive the payment within the time specified in the applicable annex or appendix, the FAA shall automatically terminate the technical assistance project and forward a bill for actual costs incurred in preparing to provide the technical assistance.

2. The FAA may, in its sole discretion and on a case-by-case basis, waive the required prepayment because of an emergency directly affecting aviation safety. In such cases, the FAA shall submit a bill to the NCAA for all costs incurred by the FAA in providing the emergency services, including an administrative overhead charge.

B. The FAA has assigned agreement number NAT-I-1416 to identify this technical assistance project. This agreement number and the billing number assigned to each annex or appendix, if applicable, shall be referenced in all correspondence and bills related to this agreement.

C. Upon completion of the services, the FAA shall submit a statement of account to the NCAA detailing the actual cost of providing the services. Each statement of account will be delivered to the address specified in the respective annexes or appendices.

1. If the statement of account shows that the actual cost of providing the services is greater than the estimated cost paid by the NCAA the NCAA shall pay the balance due to the FAA.

2. If the statement of account shows that the actual cost of providing the services is less than the estimated cost paid by the NCAA, the FAA shall refund the difference to the NCAA, apply the difference to any unpaid balances owed by the NCAA under the Agreement, or hold the balance as a deposit against any future work under this Agreement, as agreed to by the parties.

D. Payment of a balance due must be received by the FAA within sixty (60) days from the date the FAA issues a statement of account. In the event that payment is not received by the FAA within sixty (60) days from the date the statement of account is issued, the FAA shall assess late payment charges – i.e., interest, penalties, and administrative handling charges – in accordance with U.S. Treasury Department regulations. The FAA shall assess additional late payment charges for each additional thirty (30) day period, or portion thereof, that payment is not received. NCAA shall pay any such late charges.

E. All 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 in the annex or appendix. Electronic funds transfers shall be made in accordance with the instructions set forth in the applicable annex or appendix. All payments shall include a reference to the assigned agreement number and billing number.

F. The FAA reserves the right to suspend all work under this Agreement if there is an outstanding balance for work performed or services rendered under any of its annexes or appendices.

G. In the event of a termination by either party under Article X.B of this Agreement, NCAA shall pay:

1. All costs incurred by the FAA in providing, or in preparing to provide, the technical assistance prior to the date of such termination; and

2. All termination costs incurred by the FAA during the 120-day close-out period.

## **ARTICLE II—ENTRY INTO FORCE AND TERMINATION**

This Amendment shall enter into force on the date of the last signature. All other provisions of the Agreement remain in force.

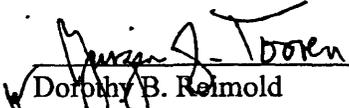
**ARTICLE III—AUTHORITY**

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

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

NIGERIAN CIVIL AVIATION AUTHORITY  
FEDERAL MINISTRY OF AVIATION  
FEDERAL REPUBLIC OF NIGERIA

BY:

  
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Dorothy B. Reimold

BY:

  
\_\_\_\_\_  
Harold O. Demuren

TITLE: Acting Assistant Administrator for  
International Aviation

TITLE: Director General

DATE: MAR 13 2009

DATE: 4-15-2009