

**No. 50340**

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**United States of America  
and  
Maldives**

**Memorandum of Agreement between the Federal Aviation Administration, Department of Transportation of the United States of America, and the Civil Aviation Department, Ministry of Transport and Communications of the Republic of Maldives (with annex). Washington, 12 February 1997, and Male, 17 February 1997**

**Entry into force:** *17 February 1997 by signature, in accordance with article X*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *United States of America, 29 January 2013*

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**États-Unis d'Amérique  
et  
Maldives**

**Mémorandum d'accord entre l'Administration fédérale de l'aviation du Département des transports des États-Unis d'Amérique et la Direction de l'aviation civile du Ministère des transports et des communications de la République des Maldives (avec annexe). Washington, 12 février 1997, et Malé, 17 février 1997**

**Entrée en vigueur :** *17 février 1997 par signature, conformément à l'article X*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *États-Unis d'Amérique, 29 janvier 2013*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**NAT-I-3406**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**FEDERAL AVIATION ADMINISTRATION**  
**DEPARTMENT OF TRANSPORTATION**  
**UNITED STATES OF AMERICA**  
**AND THE**  
**CIVIL AVIATION DEPARTMENT**  
**MINISTRY OF TRANSPORT AND COMMUNICATIONS**  
**REPUBLIC OF MALDIVES**

WHEREAS, the Federal Aviation Administration of the Department of Transportation of the United States of America, hereinafter referred to as the FAA, is authorized to furnish on a reimbursable basis to foreign governments safety-related operational and training services provided that the services promote aviation safety; and

WHEREAS, the Civil Aviation Department, Ministry of Transport and Communications, Republic of Maldives, hereinafter referred to as the CAD, 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 the CAD.

NOW THEREFORE, the FAA and the CAD 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 the CAD in developing and modernizing the Republic of Maldives 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 CAD 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 CAD 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 equip-

ment are used in the Republic of Maldives, 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, equipment or services to be provided to the CAD by the FAA shall be delineated in annexes and/or appendices to this Agreement and when signed by both parties, such annexes and appendices shall become part of this Agreement. The parties agree that such agreements 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 CAD may request technical assistance in areas including but not necessarily limited to:

1. Providing technical and managerial expertise to assist the CAD to develop, operate and enhance its civil aviation infrastructure, standards, procedures, policies, training, and equipment;
2. Providing training for CAD personnel in the United States or in the Republic of Maldives;
3. Inspecting and calibrating CAD 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 - STATUS OF FAA PERSONNEL**

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.

**ARTICLE V - HOST PARTY SUPPORT**

A. The level of required host government support will be set forth in each annex.

B. If for any reason the CAD 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, rules, or orders, the FAA will provide such support and will charge the costs for such support to the CAD.

**ARTICLE VI - FINANCIAL PROVISIONS**

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

C. A Billing Number, located in an Annex or Appendix, will be assigned by FAA to identify each individual project and shall be referred to in all related correspondence.

**ARTICLE VII - LIABILITY**

The CAD, on behalf of the Government of the Republic of Maldives, 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 under this Agreement or its annexes. The CAD, on behalf of the Government of the Republic of Maldives, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Republic of Maldives, 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, its annexes or appendices, 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 detail 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 - ENTRY INTO FORCE**

This Agreement will enter into force upon signature of both parties and will remain in force until terminated. This Agreement, 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. Any such termination will allow FAA one hundred and twenty (120) days to close out its activities.

**ARTICLE XI - AUTHORITY**

The FAA and the CAD 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**

**CIVIL AVIATION DEPARTMENT  
MINISTRY OF TRANSPORT AND  
COMMUNICATIONS  
REPUBLIC OF MALDIVES**

BY: Joan W. Bauerlein  
Joan W. Bauerlein  
Director, Office of  
TITLE: International Aviation  
DATE: 12 February 1997

BY: Mahamood Razee  
Mahamood Razee  
TITLE: Director of Civil Aviation  
DATE: 17th February 1997