

No. 50509

**United States of America
and
Chile**

Memorandum of Cooperation NAT-I-3422 between the Federal Aviation Administration Department of Transportation United States of America and the Directorate General for Civil Aeronautics Ministry of Defense Republic of Chile (with annex). Washington, 11 July 1997, and Santiago, 11 July 1997

Entry into force: *11 July 1997 by signature, in accordance with article X*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *United States of America, 26 February 2013*

**États-Unis d'Amérique
et
Chili**

Mémorandum de coopération NAT-I-3422 entre l'Administration fédérale de l'aviation du Département des transports des États-Unis d'Amérique et la Direction générale de l'aéronautique civile du Ministère de la défense de la République du Chili (avec annexe). Washington, 11 juillet 1997, et Santiago, 11 juillet 1997

Entrée en vigueur : *11 juillet 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, 26 février 2013*

[ENGLISH TEXT – TEXTE ANGLAIS]

**MEMORANDUM OF COOPERATION
NAT-I-3422
BETWEEN THE
FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA
AND THE
DIRECTORATE GENERAL FOR CIVIL AERONAUTICS
MINISTRY OF DEFENSE
REPUBLIC OF CHILE**

WHEREAS, the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America and the Directorate General for Civil Aeronautics (DGAC) of the Ministry of Defense of the Republic of Chile 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 and promote 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 where all requests for services under this MOC should be made, are:

1. For the FAA: Joan Bauerlein
Director, International Aviation
Federal Aviation Administration (AIA-1)
800 Independence Ave., S.W.
Washington, D.C. 20591
United States
Telephone: (202) 267-3213
Facsimile: (202) 267-5032
2. For the DGAC: Gen. Brig. Area Gonzalo Miranda
Director General
A Miguel Claro, 1314
Clasificador 3; Correo 9
Santiago, Chile
Telephone: [56] (2) 204-7676
Facsimile: [56] (2) 209-0532

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:

A. The lender shall, at its own expense, transport any equipment to the borrower's designated location and identify its value.

B. The borrower shall assume custody and possession of said equipment upon its delivery to the designated receiving point.

C. 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.

D. The borrower shall be responsible for installing the equipment at the borrower's location.

E. The lender and borrower shall cooperate in securing any export licenses and other documents required for the shipment of the equipment.

F. 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.

G. The borrower shall place and install equipment in accordance with the agreed program plan, as shown in the annex or appendix.

H. 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.

I. 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 I of this Article) of the lost or damaged equipment.

J. 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.

K. 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-3422 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

The DGAC, on behalf of the Government of Chile, 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 Chile, 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 Chile, 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 in a document 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.