

**No. 50690**

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**United States of America  
and  
Egypt**

**Memorandum of Agreement NAT-I-3449 between the Federal Aviation Administration – Department of Transportation – United States of America and the Civil Aviation Authority – Ministry of Civil Aviation – Arab Republic of Egypt. Washington, 12 September 1997, and Cairo, 14 September 1997**

**Entry into force:** *14 September 1997 by signature, in accordance with article X*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *United States of America, 17 April 2013*

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

**Mémoire d'accord NAT-I-3449 entre l'Administration fédérale de l'aviation – Département des transports – États-Unis d'Amérique et l'Autorité de l'aviation civile – Ministère de l'aviation civile – République arabe d'Égypte. Washington, 12 septembre 1997, et Le Caire, 14 septembre 1997**

**Entrée en vigueur :** *14 septembre 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, 17 avril 2013*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**MEMORANDUM OF AGREEMENT  
NAT-I-3449**

**BETWEEN THE  
FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA  
AND THE  
CIVIL AVIATION AUTHORITY  
MINISTRY OF CIVIL AVIATION  
ARAB REPUBLIC OF EGYPT  
TEMPORARY DUTY ASSIGNMENT**

WHEREAS, the Federal Aviation Administration of the Department of Transportation of the United States of America, referred to as the FAA, is authorized to furnish on a reimbursable basis to foreign governments certain services to encourage and foster the development of civil aeronautics and air commerce in and outside the United States, and to provide safety-related training and operational services to foreign aviation authorities if such services promote aviation safety; and

WHEREAS, the Egyptian Civil Aviation Authority, Ministry of Civil Aviation of the Arab Republic of Egypt, referred to as the ECAA, has requested such services be provided;

NOW THEREFORE, the FAA and the ECAA, subsequently referred to as "the parties" mutually agree as follows:

**ARTICLE I-PURPOSE**

This Memorandum of Agreement NAT-I-3449 (the Agreement) sets forth the terms and conditions under which the FAA shall make available personnel on a temporary duty assignment basis to provide civil aviation technical assistance to the ECAA.

**ARTICLE II-DESCRIPTION OF SERVICES**

A. The FAA shall provide three (3) specialists with backgrounds in repair station operations to travel to Cairo, Egypt, on or about September 25, 1997, for a period of approximately ten (10) days.

B. The specialists shall assist the ECAA by presenting the Customized Repair Station training course, covering the areas of air carrier/airworthiness and general aviation airworthiness job functions, for 25 ECAA airworthiness safety inspectors. The training shall last for six to eight classroom days and consist of lecture and classroom interactive exercises.

C. Should additional services be required, the date, duration, and estimated cost of such services shall be agreed to by the parties in a written amendment to this Agreement or by separate agreement.

### **ARTICLE III-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. 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. The assigned personnel shall perform at the high level of conduct and technical execution required by the FAA.

B. U.S. Government personnel assigned to perform work under 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 IV-HOST PARTY SUPPORT**

A. The support by the ECAA necessary for accomplishing the FAA technical assistance under this Agreement shall be in accordance with pertinent FAA or other U.S. regulations, rules, or procedures.

B. If for any reason the ECAA is unable to provide fully the support specified in this Agreement, 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 charge the costs for such support to the ECAA.

### **ARTICLE V-FINANCIAL PROVISIONS**

A. The estimated cost for three specialists for the referenced period is sixty four thousand eight hundred U.S. dollars (\$64,800), which includes salary and

benefits, transportation, per diem, FAA support, all course materials and supplies for twenty-five (25) ECAA airworthiness inspectors, shipment of the materials from Oklahoma to the course site, and an administrative overhead charge.

B. The ECAA shall reimburse the FAA for the actual costs (including an administrative overhead charge) incurred by the FAA in providing the services under this Agreement. In the event of a termination by either party under Article X.B of this Agreement, the ECAA shall pay all costs incurred by the FAA prior to the date of such termination.

C. 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 in paragraph E of this Article. 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.

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; 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 ECAA shall pay any such late charges.

D. FAA bills shall contain a reference to Agreement Number NAT-I-3449 and Billing Number NI7078EG8 (which are the numbers assigned by the FAA to identify this Agreement and which shall be referred to in all related correspondence), and shall be supported with a summary of charges. All FAA bills shall be forwarded to:

Egyptian Civil Aviation Authority  
Cairo International Airport  
Terminal Building 1 - 6th Floor  
Cairo, EGYPT

E. The ECAA shall forward all payments to the FAA at the following address:

Federal Aviation Administration  
Accounting Operations Division, ABA-212  
800 Independence Avenue, SW  
Washington, D.C. 20591

#### **ARTICLE VI-IMPLEMENTATION**

The designated office at the FAA for the coordination and management of this Agreement, and where all inquiries and requests for services under this Agreement shall be made, is:

Federal Aviation Administration  
Office of International Aviation, AIA-300  
800 Independence Avenue, SW  
Washington, D.C. 20591  
Telephone No.: 202-267-8186  
Fax No.: 202-267-5306

#### **ARTICLE VII-LIABILITY**

The ECAA, on behalf of the Government of Arab Republic of Egypt, 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 Agreement or its annexes and appendices. The ECAA, on behalf of the Government of Arab Republic of Egypt, 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 Arab Republic of Egypt, 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.

#### **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**