

04-561

AIA/CA-46

MEMORANDUM OF COOPERATION

BETWEEN

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AND

INTERNATIONAL CIVIL AVIATION ORGANIZATION  
MONTREAL, CANADA

WHEREAS, the United States of America, Federal Aviation Administration, hereinafter referred to as the "FAA", and the International Civil Aviation Organization, hereinafter referred to as "ICAO", have as a common purpose the promotion and development of technical cooperation in civil aviation security, and;

WHEREAS, Section 305 of the Federal Aviation Act of 1958, as amended, directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the U.S. and abroad, and;

WHEREAS, Section 4 of the International Aviation Facilities Act authorizes the training of personnel in aeronautical, air transportation security, and related subjects essential to the orderly and safe operation of civil aircraft;

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- RECOGNIZING that: (1) the ICAO Council adopted at the 7th Meeting of the 126th Session on February 16, 1989, a Resolution concerning unlawful interference with international civil aviation and in particular acts aimed at the destruction of aircraft in flight, hereinafter referred to as "the Resolution", and;
- (2) Clause 8 of the Operative Clauses of the Resolution dealt with the need to increase technical, financial and material assistance to States in need of such assistance to improve aviation security through bilateral and multilateral efforts, in particular through the ICAO Technical Assistance mechanism;

NOW, THEREFORE, the FAA and ICAO, hereinafter referred to as "the parties", agree to undertake a program of cooperation in accordance with the following understanding and arrangements.

ARTICLE I - Purpose

The purpose of this Memorandum of Cooperation (MOC) is to establish an agreement for the provision of technical expertise in the field of civil aviation security to assist ICAO Member States.

ARTICLE II - Scope

The parties agree to the strengthening of the functions of the Security Implementation and Assistance Section, Aviation Security

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Branch, Air Navigation Bureau, ICAO Secretariat through increased efforts to:

- 1) Provide advice and assistance to States in areas such as confidential assessments on aviation security programs;
- 2) Develop national, airport and airline security programs at the request of States;
- 3) Advise and assist on training matters;
- 4) Conduct regional and sub-regional seminars; and,
- 5) Provide advice to the Technical Assistance Bureau on the development of projects, the acquisition of equipment and the selection of experts as well as the analysis of reports.

ARTICLE III - Technical Expertise

In support of these mutual objectives of the parties, the FAA will identify FAA civil aviation security specialists and submit their names to ICAO as candidates for two aviation security officer positions (P-4/P-5 level) in the Security Implementation and Assistance Section, Aviation Security Branch, Air Navigation Bureau, ICAO Secretariat, Montreal, Canada.

Upon selection and receipt of a formal request by ICAO for release, the FAA agrees to expeditiously release these employees for a two year appointment. The final decision regarding appointments to these positions shall remain with the Secretary General after due consultations with the FAA.

The FAA acknowledges that ICAO shall require the officers appointed, for the duration of their assignment with ICAO be subject,

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as international civil servants, to the ICAO Service Code, the ICAO Staff Rules and the ICAO Personnel Instructions. They will be subject to the authority of the Secretary General of ICAO and will be responsible to him in the exercise of their functions. They will not seek or accept instructions on the performance of their duties from any government, including their own, or other authorities external to ICAO.

#### ARTICLE IV - Funding

The FAA share of the estimated costs for this program of cooperation will be three hundred twenty thousand U.S. dollars (\$320,000.00). The breakdown of estimated costs to the FAA is as follows:

1)	Effective date to September 30, 1989	\$ 50,000.00
2)	October 1, 1989 to September 30, 1990	\$125,000.00
3)	October 1, 1990 to September 30, 1991	<u>\$145,000.00</u>
	Total Amount	\$320,000.00

Subject to the availability of appropriations, the FAA will make payments to ICAO based upon quarterly billings rendered through the U.S. Mission to ICAO to the following address:

Federal Aviation Administration  
Attn: Accounts Payable Branch, AAA-220  
800 Independence Avenue, S.W.  
Washington, DC 20591, USA

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All billings must contain a reference to MOC Number AIA/CA-46. ICAO further agrees to provide to the FAA an annual accounting of fund uses by category of expense and a final accounting upon termination of this MOC. FAA payments will be made by U.S. Treasury checks payable to ICAO in U.S. dollars and forwarded to ICAO through the U.S. Mission to ICAO at the following address:

International Civil Aviation Organization  
Attn: Finance Branch  
1000 Sherbrooke Street West  
Montreal, Quebec, Canada H3A 2R2

ARTICLE V - Liaison

For the implementation of this agreement, the points of contact are as follows:

FAA: Manager, Administrative Systems & Overseas Support Staff,  
API-19, Office of the Associate Administrator for Policy,  
Planning, and International Aviation

ICAO: Director, Bureau of Administration and Services,  
ICAO Secretariat

ARTICLE VI - Amendments

This MOC may be amended and/or extended by mutual consent of the parties. Any changes in the provisions of this MOC shall be formalized by an appropriate written amendment, signed by both parties, which shall outline the nature of the change.

ARTICLE VII - Resolution of Disagreements

Any disagreement regarding the interpretation or application of

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this MOC will be resolved by consultation between the two parties and will not be referred to any international tribunal or third party for settlement.

**ARTICLE VIII - Effective Date and Termination**

This MOC shall become effective on the date of the latest signature and will remain in effect for three years, or until the date of completion of the two year assignments of the civil aviation security officers referred to in Article III, whichever date is the earliest. This MOC may be terminated by either party by providing ninety (90) days notice in writing to the other party.

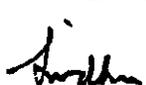
**ARTICLE IX - Authority**

The FAA and ICAO agree to the provisions of this Memorandum of Cooperation as indicated by the signatures of their duly authorized representatives.

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

BY: TITLE: AdministratorDATE: SEP 7 1989PLACE: Washington, DC

**FOR THE INTERNATIONAL CIVIL  
AVIATION ORGANIZATION**

BY: TITLE: Secretary GeneralDATE: 15<sup>th</sup> September, 1989PLACE: Montreal, Quebec