

No. 10006

---

**UNITED STATES OF AMERICA**  
**and**  
**PANAMA**

**Exchange of notes constituting an agreement concerning the furnishing, on a reimbursement basis, of certain services and materials peculiar to the type of air navigation aids used by the Ministry of Government and Justice of Panama. Panama, 5 December 1967 and 22 February 1968**

*Authentic texts : English and Spanish.*

*Registered by the United States of America on 1 November 1969.*

---

**ÉTATS-UNIS D'AMÉRIQUE**  
**et**  
**PANAMA**

**Échange de notes constituant un accord concernant la fourniture contre remboursement de services et matériels particuliers au type d'aide à la navigation aérienne utilisé par le Ministère panaméen de l'intérieur et de la justice. Panama, 5 décembre 1967 et 22 février 1968**

*Textes authentiques : anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 1<sup>er</sup> novembre 1969.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
PANAMA CONCERNING THE FURNISHING, ON A REIM-  
BURSEMENT BASIS, OF CERTAIN SERVICES AND MA-  
TERIALS PECULIAR TO THE TYPE OF AIR NAVI-  
GATION AIDS USED BY THE MINISTRY OF GOVERN-  
MENT AND JUSTICE OF PANAMA

---

I

*The American Ambassador to the Panamanian Minister of Foreign Relations*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 272

December 5, 1967

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments concerning an agreement under which the Federal Aviation Administration of the United States of America (hereinafter referred to as FAA) would furnish to the Ministry of Government and Justice of Panama (hereinafter referred to as the Ministry), on a reimbursement basis, certain services and materials peculiar to the type of air navigation aids used by the Ministry.

In order to effect the provision by the FAA of these services and materials directly or by contract to the Ministry, the Government of the United States of America proposes to enter into the following Agreement with the Government of Panama :

1. *Description of Project*

A. At such locations and such times as may be mutually agreed upon by the FAA and the Ministry, the FAA shall :

- (1) Procure, exchange and/or repair, for the Ministry, parts peculiar to the FAA-type air navigational aids operated by the Ministry.
- (2) Export, pack, and ship such items in accordance with instructions contained in subsequent correspondence.

---

<sup>1</sup> Came into force on 22 February 1968, the date of the note in reply, in accordance with the provisions of the said notes.

B. The Ministry will be responsible for securing any export licenses or other documents required to permit the material furnished under this agreement to leave the United States and enter Panama.

C. Materials purchased by the FAA for the Ministry will carry the same manufacturer's warranty as material purchased by FAA for its own account.

## 2. *Special Limitations*

A. The total value of the material to be procured by the FAA under this agreement may not exceed \$10,000 per year. This limitation does not include the packing or shipping charges nor the FAA administrative service charge.

B. The authority for the FAA to provide this service is dependent upon the continued unavailability on the open market of those parts which are peculiar to this equipment.

## 3. *Payment of Costs*

A. The Ministry will reimburse the FAA for actual cost of material, packing, and shipping plus a five percent administrative service charge. The Ministry agrees to make payment for the above costs upon receipt of appropriate billing from the FAA.

B. The Government of the Republic of Panama hereby designates the Ministry of Government and Justice, Panama, Republic of Panama as the office authorized to request FAA services and materials and as the billing office to which FAA bills will be rendered.

If the Government of the Republic of Panama concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply to that effect be regarded as an Agreement between the Government of the United States of America and the Government of Panama which shall enter into force on the date of your reply and remain in force until thirty days after either Government gives to the other Government notice of its desire to terminate it.

Accept, Excellency, the renewed assurance of my highest consideration.

C. W. ADAIR, JR.

His Excellency Ing. Fernando Eleta A.  
Minister of Foreign Relations  
Panama

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

REPÚBLICA DE PANAMÁ  
MINISTERIO DE RELACIONES  
EXTERIORES

REPUBLIC OF PANAMA  
MINISTRY OF FOREIGN RELATIONS

Panamá, Febrero 22 de 1968

Panamá, February 22, 1968

Nº DREU-314/1048-6

No. DREU-314/1048-6

Señor Embajador :

Mr. Ambassador :

Tengo el honor de referirme a la nota de Vuestra Excelencia Nº 272 de Diciembre 5 de 1967.

I have the honor to refer to Your Excellency's Note No. 272 of December 5, 1967.

Me comunica Vuestra Excelencia la proposición que hace el Gobierno de su país al Gobierno de Panamá para concertar un Acuerdo, cuyos términos expone, con el objeto de que la Federal Aviation Administration (FAA), de Estados Unidos de América, pueda adquirir y proveer al Ministerio de Gobierno y Justicia, de la República de Panamá, materiales y servicios del tipo de ayuda a la aeronavegación que suele usar ese Ministerio, con pago de su valor.

Your Excellency informs me of the proposal that the Government of your country is making to the Government of Panama for the conclusion of an agreement, whose terms you set forth, in order that the Federal Aviation Administration (FAA) of the United States may acquire and furnish to the Ministry of Government and Justice, on a reimbursable basis, materials and services peculiar to the type of air navigation aids used by that Ministry.

El Ministerio de Gobierno y Justicia ha manifestado al respecto que los términos del Acuerdo propuesto son satisfactorios. Esta es la opinión del Gobierno de Panamá y al aceptar la otra proposición que hace Vuestra Excelencia mediante el último párrafo de su nota la Cancillería de la República considera perfeccionado así el Acuerdo, desde la fecha de hoy, con duración hasta que uno de los dos Gobiernos notifique al otro, con treinta días de anticipación, su intención de darlo por terminado.

In this regard the Ministry of Government and Justice has stated that the terms of the proposed agreement are satisfactory. This is the opinion of the Government of Panama and, accepting the other proposal made by Your Excellency in the last paragraph of your note, the Ministry of Foreign Relations of the Republic considers the agreement to be in force from this date, to remain so until either of the two Governments notifies the other thirty days in advance of its intention to terminate it.

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

Aprovecho la ocasión para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

F. ELETA A.

Ministro de Relaciones Exteriores

Su Excelencia Charles W. Abair, Jr.  
Embajador de Estados Unidos de  
América  
E.S.D.

I avail myself of the occasion to renew to Your Excellency the assurance of my highest and most distinguished consideration.

F. ELETA A.

Minister of Foreign Relations

His Excellency Charles W. Adair, Jr.  
Ambassador of the United States  
of America