

No. 16642

**UNITED STATES OF AMERICA
and
CAPE VERDE**

Memorandum of Agreement relating to a provision of aviation services. Signed at Washington on 13 October 1976 and at Praia on 19 November 1976

Authentic text: English.

Registered by the United States of America on 27 April 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
CAP-VERT**

Mémorandum d'accord pour la fourniture de services dans le domaine de l'aéronautique. Signé à Washington le 13 octobre 1976 et à Praia le 19 novembre 1976

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 avril 1978.

MEMORANDUM OF AGREEMENT¹ BETWEEN THE FEDERAL AVIATION ADMINISTRATION, DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA AND THE DIRECTOR OF CIVIL AVIATION, REPUBLIC OF CAPE VERDE

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Director of Civil Aviation of the Republic of Cape Verde, hereinafter referred to as the DCA, has requested from the FAA on a reimbursable basis, and,

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 USC 1346) and Section 5 of the International Aviation Facilities Act (49 USC 1154) authorizes the FAA to provide services to foreign governments,

Now, THEREFORE, the FAA and the DCA mutually agree as follows:

Article 1. DESCRIPTION OF SERVICES

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of DCA Air Navigation Aids at such locations and times as requested by the DCA in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the *US Standard Flight Inspection Manual* for evaluation of Air Navigation Aid facilities.

C. Within 30 days following completion of the flight inspections, FAA will provide a written report to the DCA specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the DCA may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the DCA, which will serve the following purposes:

1. constitute a waiver of airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charge for flight inspection performance;
2. obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The DCA will provide the following:

1. all clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement;

¹ Came into force on 19 November 1976 by signature, in accordance with article V.

2. a responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary;
3. detailed charts of the areas to be covered during flight check. Charts to scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles;
4. provision of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check;
5. exact coordinates of all facilities to be checked, including associated facilities such as compass locators, markers, etc.;
6. address all requests for services under this Agreement to:

Federal Aviation Administration
Assistant Administrator, Europe, Africa, and Middle East Region
Tour Madou, 1, Place Madou, 1031
Brussels, Belgium

Article II. ESTIMATED COSTS AND METHOD OF PAYMENT

A. The DCA will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft operating hour for FAA aircraft and crew plus an administrative charge of 10% of the cost. Thereafter, and at time of Agreement renewals, the FAA will advise the DCA of the operating hourly rate to be applied during each following year. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges shown in Article II, A.

C. If FAA-furnished site evaluation ground equipment is required, the DCA will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Director of Civil Aviation hereby identifies the office to which FAA bills should be rendered as:

Direcção-Geral da Aeronautica Civil—Aeroporto Internacional Amílcar Cabral—Ilha do Sal—Republica de Cabo Verde

E. Charges for flight inspection services will be billed to the DCA upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to “U.S. Federal Aviation Administration,” and should be forwarded in accordance with billing instructions.

Article III. LIABILITY

The DCA, on behalf of the Republic of Cape Verde, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The DCA, on behalf of the Republic of Cape Verde, further agrees to hold the United States, the FAA, and any instrumentality or officer of the United States harmless against any claim by the Republic of Cape Verde or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

Article IV. AMENDMENTS

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

Article V. EFFECTIVE DATE

This Agreement is effective upon signature of both parties, as of the latest date of signature below and will remain in effect for a period not to exceed one year from date of signature. Number NAT-I-535 has been assigned to this Agreement for identification purposes.

Article VI. REVOCATION

This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Director of Civil Aviation agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

Director of Civil Aviation
Republic of Cape Verde:

By: CELSO ESTRELA
Title: Director General of Civil Aviation

Date: November 19, 1976

Federal Aviation Administration
Department of Transportation
United States of America:

By: NORMAN H. PLUMMER
Title: Acting Assistant Administrator for
International Aviation Affairs

Date: October 13, 1976
