

**No. 16306**

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**UNITED STATES OF AMERICA  
and  
COLOMBIA**

**Agreement relating to the sale of aircraft. Signed at Bogotá  
on 21 April 1976**

*Authentic text: English.*

*Registered by the United States of America on 27 January 1978.*

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

**Accord relatif à la vente d'aéronefs. Signé à Bogotá le 21  
avril 1976**

*Texte authentique : anglais.*

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

## AGREEMENT OF SALE<sup>1</sup>

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This Agreement of Sale is entered into between the United States Department of the Air Force (hereafter "USAF"), as represented by Commander of USMILGP, Captain John F. Danis, USN, Commander USMILGP, Bogotá, Colombia, on behalf of the Government of United States of America (hereafter "USG") and the Government of Colombia (hereafter "GOC") as represented by Colonel José Rafael González Méndez;

WHEREAS the GOC has an urgent requirement for aircraft for civilian purposes to provide cargo and passenger service to the less developed regions of Colombia and provision of these aircraft would result in improved service to these areas; and whereas, this sale is authorized by section 607 of the Foreign Assistance Act of 1961, as amended, the United States Department of State having determined that as to the subject C-47 aircraft, that there is a need for the aircraft in the quantity requested and C-47 aircraft are suitable for the purpose requested, that the GOC and its Agencies are capable of effectively using and maintaining the aircraft and that the sale of said aircraft is consistent with and in furtherance of the purpose of the Foreign Assistance Act;

NOW THEREFORE, the Parties agree that the USAF will sell to the GOC, upon and subject to the terms and conditions and for the purpose hereinafter set forth, six C-47 aircraft.

### TERMS OF SALE

1. *Subject property.* The aircraft sold hereunder consists of six C-47 aircraft bearing Air Force serial numbers 43-15140, 43-48715, 43-48783, 43-49514, 44-76706, and 44-77276.

2. *Condition of aircraft and passage of title.* The aircraft are sold "AS IS, WHERE IS" at the Military Aircraft Storage and Disposition Center, Tucson, Arizona. The USG makes no warranties with respect to the aircraft or any of its components. Title to the aircraft shall pass to the GOC at the Military Aircraft Storage and Disposition Center, Tucson, Arizona, upon the execution of this Agreement in accordance with paragraph 8 herein.

3. *Delivery of aircraft.* The GOC shall be responsible for movement of the aircraft and for obtaining any necessary export licenses.

4. *Use of aircraft.* The GOC shall use the aircraft solely for the non-military purpose of providing cargo and passenger service to the less developed regions of Colombia. The GOC shall not transfer title to, or possession of, the aircraft or its component to any person, organization or other Government, excluding transportation agencies, contractors performing rehabilitation work or other Colombian Governmental Agencies, unless the written consent of United States Government has first been obtained.

5. *Consideration.* In consideration for the sale of the aircraft, the GOC shall pay to the USG the sum of \$85,780 in US dollars made payable to the Treasurer of

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<sup>1</sup> Came into force on 21 April 1976 by signature, in accordance with paragraph 8.

the United States. This amount includes \$78,000 for the six C-47's, \$6,098 for pre-sale inspection performed by the USAF and \$1,682 for associated administrative expenses. Payment shall be made when this Agreement is executed by the GOC.

6. *Claims.* a. Once title has passed, neither the USG, the USAF, nor any of its officers, agents, or employees shall be liable for loss or damage to the subject aircraft, or other property of the GOC, or its Agencies, or for any claim for personal injury to, or death of, any of the officers, agents or employees of the GOC, or its Agencies, arising out of, or incident to, the possession or use of the subject aircraft, and the GOC shall indemnify and hold the USG, the USAF, and their officers, agents and employees, harmless from any and all such claims.

b. The GOC shall indemnify and hold the USG, the USAF, their officers, agents, and employees, harmless from all claims by or on behalf of any other persons for loss of, or damage to, property, or injury to, or death of, persons, arising out of or incident to the possession or use of the subject aircraft by the GOC or its Agencies.

7. *Termination.* Under unusual and compelling circumstances when the best interests of the United States require it, reserves the right to cancel all or part of this offer at any time prior to the delivery of defense articles or performance of services. It shall be responsible for all termination costs of its suppliers resulting from cancellations under this paragraph.

8. *Effective date.* This Agreement of Sale is executed in the English language and shall become effective from the later date of signature below by the authorized representative of the two Parties.

For the United States  
Department of the Air Force:

[Signed]

JOHN F. DANIS  
Capt., USN  
Commander, USMILGP

*Date:* 21 April 1976

For the Government  
of Colombia:

[Signed]

JOSÉ RAFAEL GONZÁLEZ MÉNDEZ  
Colonel,  
Colombian Air Force

*Date:* 21 April 1976