

No. 18058

**UNITED STATES OF AMERICA
and
IRAN**

**Memorandum of Agreement relating to technical assistance
in aviation. Signed at Washington on 12 May 1977 and
at Tehran on 9 June 1977**

Authentic text: English.

Registered by the United States of America on 14 November 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
IRAN**

**Mémorandum d'accord relatif à une assistance technique
aéronautique. Signé à Washington le 12 mai 1977 et à
Téhéran le 9 juin 1977**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 14 novembre 1979.

MEMORANDUM OF AGREEMENT¹ BETWEEN UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND IMPERIAL GOVERNMENT OF IRAN, MINISTRY OF WAR, CIVIL AVIATION ORGANIZATION

WHEREAS, the Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish, on an advance payment basis, services requested by the Imperial Government of Iran, hereinafter referred to as the GOI, represented by the Civil Aviation Organization of the Ministry of War, hereinafter referred to as the CAO, 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 United States and abroad and section 5 of the International Aviation Facilities Act of 1948, as amended, authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government, and

WHEREAS, section 313(d) of the Federal Aviation Act, as amended, authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft,

NOW, THEREFORE, the Parties hereto mutually agree as follows:

Article I. PURPOSE OF THE AGREEMENT

The purpose of this Memorandum of Agreement (MOA) is to establish the terms and conditions under which the FAA will provide technical assistance to the CAO to support their ongoing programs and the planning and implementation of a program for the improvement of the Iranian National Airspace System (INAS). Such technical assistance will generally follow the approach set forth in the FAA Study Report, dated January 1975, entitled "Iranian National Airspace System" and any subsequent agreed upon and authorized addenda to said report.

It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the GOI's use of systems and equipment that are similar to those used by the FAA in the United States' National Airspace System. To the extent that other systems and equipment are used in the INAS, the FAA's support under this Agreement would be necessarily lessened commensurately.

Article II. DESCRIPTION OF SERVICES

Under the terms and conditions stated in this MOA and its related annexes, the FAA will provide technical assistance to the CAO in a major civil aviation program to improve the Iranian National Airspace System. The program will provide for a phased development of a modernized Air Traffic Control System (ATCS) that will complement and ultimately interface with the proposed Imperial Iranian Air Force (IIAF) improved Air Defense System (ADS). Such assistance

¹ Came into force on 9 June 1977 by signature, in accordance with article IX.

and related services will consist of assignments of FAA personnel to Iran who will serve in an Iran Aviation Assistance Group (IAAG) as advisors to the CAO, training of Iranian nationals, factory inspection and other assistance agreed upon by the FAA and CAO. Specific services rendered under this MOA shall be specified in annexes which will become a part of this Agreement.

Article III. STATUS OF FAA PERSONNEL IN IRAN

1. The principal FAA representative, in regard to all IAAG operations, will be designated the IAAG Chief. In the context of this Agreement, the IAAG Chief will assist and relate directly with the Iranian Civil Aviation Administrator (ICAA) in carrying out the functions of this program. The IAAG Chief will also relate directly with the Commander of the IIAF, the Chief ARMISH MAAG, and other high level GOI and U.S. officials. He is expected to serve in an advisory capacity on any committee or board the ICAA may deem appropriate.

2. The FAA, in establishing the FAA IAAG in Iran, will submit the names of all personnel to be assigned to the IAAG in Iran to the CAO for approval. FAA personnel assigned to this program will retain their status as U.S. Government, FAA employees and their supervision and administration shall be in accordance with the policies and procedures of the FAA. They will be subject to the discipline of the FAA as an organization of the Government of the United States of America and will perform at the level of conduct and technical execution required by FAA.

3. The movement of household effects of FAA employees who are permanently assigned to the IAAG is planned for partial air shipment and partial surface shipment. Air shipment will be limited to 3,500 pounds per family with the remainder of the authorized balance to be transported by surface shipment. Such air shipment of effects will be by U.S. or Iranian commercial aircraft. FAA will make arrangements and determine the carrier for all shipments. GOI will advise FAA of any special requirements associated with these shipments.

4. FAA IAAG will receive local administrative support from the U.S. Embassy including but not limited to housing and travel assistance. The full scope of Embassy support will be defined between the FAA and the U.S. Department of State under appropriate support documentation.

5. The GOI will accord to the personnel of the FAA in Iran the rights, protections, advantages, privileges and exemptions accorded to non-diplomatic official personnel of the United States Mission in Iran (i.e., the Military Assistance Advisory Group, Technical Assistance Field Team, and the technical staff of the American Embassy) of equivalent rank in all matters, including but not limited to exemption from national income and municipal taxes, fiscal matters, customs, privileges and exemption from import and other customs taxes and exemption from other local and national license and permit fees.

Article IV. GOI SUPPORT

1. Except for transportation in the municipality of residency, the CAO will provide all official transportation of FAA personnel in Iran under the terms of this Agreement. This may be accomplished by use of GOI aircraft or by use of commercial Iran air, rail or other ground vehicle transportation systems and will include local transportation within Iran for FAA personnel on official field trips and assignments away from their duty stations. Additionally, properly qualified and Iranian licensed FAA pilots would be extended the privilege of the use of GOI

aircraft as necessary for FAA official use within Iran. The GOI will make such aircraft available for IAAG use as required upon request of the IAAG Chief.

2. CAO will provide, at its expense, all administrative support required by the IAAG, including but not limited to suitable office and work space, furnishings and supplies for the IAAG and publication and duplication assistance. However, for the first two years under this Agreement the FAA will provide IAAG office space until the CAO can construct or provide other, more adequate and suitable, space for the IAAG. During this period, supplementary office space will be made available to FAA at the CAO Flight Standards Building. All costs to the FAA for office space and other support not provided by CAO will be reimbursed by the CAO.

3. The GOI in cooperation with the U.S. Embassy will assist the FAA in clearing through Iranian customs household effects and personally owned vehicles of IAAG members. The GOI will also assist FAA in locating IAAG household effects and vehicles which may be delayed or lost in transit within Iran and to insure timely processing for such incoming items through Iranian customs.

4. CAO will provide to FAA specifications temporary office equipment such as desks, typewriters, filing cabinets, copying equipment, etc., at the outset of the IAAG establishment until such time as the FAA procures permanent equipment under the provisions of this Agreement.

5. The Civil Aviation Organization of the Government of Iran agrees to assume full liability for payment of all Government of Iran income or other taxes which may be imposed on the salaries and allowances of FAA employees or contract personnel hired by the FAA and specifically assigned under the terms and conditions of this MOA.

6. GOI will insure the participation of all agencies of the GOI and provision of information as required by the IAAG under the terms and conditions of this Agreement. FAA will insure that its personnel have appropriate U.S. Government security clearances to receive and work with classified information and documentation.

Article V. LIABILITY

The GOI agrees that no claim will be brought by the GOI, its instrumentalities or employees, against the Government of the United States, the Department of Transportation, the Federal Aviation Administration, or any instrumentality, officer or contract employee of the United States, arising out of activities under this Agreement. The GOI further agrees to defend any suit brought against the United States, the Department of Transportation, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement and to hold the Government of the United States, the Department of Transportation, the FAA or any instrumentality or officer of the United States, harmless against any claim for personal injury, death, property damage or other loss arising out of activities under this Agreement.

Article VI. FINANCIAL PROVISIONS

A. Except for local support provided by the CAO in accordance with article IV above, FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with FAA regulations and practices.

B. The CAO shall pay to FAA, in accordance with provisions set forth in annexes made a part of this Agreement, the amount of such actual costs incurred by FAA, including all costs arising from expiration or termination of the Agreement.

C. The CAO identifies the office to which the FAA will render financial statements and consult on related financial matters as Administrator, Civil Aviation Organization, Mehrabad International Airport, Tehran, Iran.

D. Agreement Number NAT-I-488 has been assigned by FAA to identify this project and should be referred to in all related correspondence.

Article VII. ANNEXES TO AGREEMENT

All services rendered under this Agreement shall be specified in corresponding annexes which, when duly signed by the parties, will become part of this Agreement.

The parties agree that each annex will contain a description of the services to be performed by FAA personnel for the CAO, the manpower and other resources required to accomplish these tasks, the estimated costs of the tasks and related payments, planned implementation, and duration.

Each annex to this Agreement will be identified in the following manner: the number of the Agreement (NAT-I-488) followed by a Roman numeral. The first annex will be identified as NAT-I-488-I.

Article VIII. AMENDMENTS

This MOA may be amended to provide for expansion of requirements and continuation of the program. Any changes in the services furnished, charges or other provisions of this Agreement or its annexes shall be formalized by an appropriate written amendment which shall outline the nature of the change.

Article IX. EFFECTIVE DATE AND TERMINATION

This Agreement becomes effective upon signature of the duly authorized representatives of FAA and GOI and shall remain in effect until such time as the program concept and implementation plan as contained in the FAA INAS Study Report, as amended, is completed as agreed to by FAA and CAO and set forth in related annexes. This MOA or related annexes may be terminated at any time by either party by 60 days' notice in writing. Any such termination will allow FAA 120 days to close out the IAAG and domestic support program operations and return FAA personnel to their regular FAA duty assignments. All FAA costs incurred as a result of termination of this Agreement or any of its annexes shall be reimbursed by the CAO to the FAA.

The FAA and the GOI agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

Imperial Government of Iran,
Ministry of War:

United States of America, Department
of Transportation, Federal Aviation
Administration:

By: [*Signed—Signé*]¹
Title: Deputy Minister of War, Direc-
tor General, CAO

By: [*Signed—Signé*]²
Title: Acting Assistant Administrator
for International Aviation
Affairs

Date: June 9, 1977

Date: May 12, 1977

¹ Signed by Haji Moniri—Signé par Haji Moniri.

² Signed by Norman H. Plummer—Signé par Norman H. Plummer.