

No. 18050

**UNITED STATES OF AMERICA
and
PORTUGAL**

**Memorandum of Agreement relating to flight inspection
services. Signed at Washington on 10 March 1978 and
at Lisbon on 13 April 1978**

Authentic text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
PORTUGAL**

**Mémorandum d'accord relatif à l'inspection des systèmes
d'aide à la navigation aérienne. Signé à Washington le
10 mars 1978 et à Lisbonne le 13 avril 1978**

Texte authentique: anglais.

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

MEMORANDUM OF AGREEMENT¹ BETWEEN THE FEDERAL AVIATION ADMINISTRATION, DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND THE PORTUGUESE CIVIL AVIATION ADMINISTRATION

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 Portuguese Civil Aviation Administration, hereinafter referred to as the PCAA, has requested from the FAA on a reimbursable basis, and

WHEREAS, section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments,

NOW, THEREFORE, the FAA and the PCAA mutually agree as follows:

Article I. DESCRIPTION OF SERVICES

The FAA shall provide site test, commissioning and/or periodic flight checks of PCAA air navigation aids at such locations and times as requested by the PCAA in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in a condition suitable for flight inspection on the scheduled dates. A minimum of ten (10) 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 U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of air navigation aid facilities.

C. Within thirty (30) days following the completion of the flight inspections, FAA will provide a written report to the PCAA 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 PCAA 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 PCAA, 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

¹ Came into force on 13 April 1978, with retroactive effect from 1 April 1978, in accordance with article V.

final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The PCAA will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement;
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
Flight Inspection Group, AFRA-20
Siesmayerstrasse 21
6000 Frankfurt am Main 1
West Germany

Article II. ESTIMATED COSTS AND METHOD OF PAYMENT

A. The PCAA 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. The FAA will provide written notification to the PCAA of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. 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 as stipulated by article II, A.

C. If FAA-furnished site evaluation ground equipment is required, the PCAA will pay all transportation costs to, from, and between affected evaluations. Specific shipping instructions will be determined for each request for services.

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

Direcção Geral da Aeronáutica Civil
Av. da Liberdade 204-2º Esqº
Lisboa

E. Charges for flight inspection services will be billed to the PCAA 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 PCAA, on behalf of the Government of Portugal, 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 PCAA, on behalf of the Government of Portugal, further agrees to hold the United States, the FAA, and any instrumentality or officer of the United States harmless against any claim by the Government of Portugal 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 supersedes Agreement numbered NAT-I-020 on this subject and is effective April 1, 1978. It will remain in effect from year to year unless terminated as provided under article VI of this Agreement. Number WO-1-174 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 Portuguese Civil Aviation Administration agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

Portuguese Civil Aviation
Administration:

By: [Signed—Signé]¹
Title: Director geral da Aeronáutica
Civil²
Date: Apr. 13, 1978

Federal Aviation Administration, De-
partment of Transportation, United
States of America:

By: [Signed—Signé]³
Title: Assistant Administrator for In-
ternational Aviation Affairs
Date: Mar. 10, 1978

¹ Signed by Da Costa Bastos—Signé par Da Costa Bastos.

² Director General of Civil Aviation—Directeur général de l'aviation civile.

³ Signed by C. O. Cary—Signé par C. O. Cary.