

No. 18053

**UNITED STATES OF AMERICA
and
VENEZUELA**

**Memorandum of Agreement relating to technical assistance
to develop civil aviation infrastructure. Signed at
Washington on 1 February 1977 and at Caracas on
4 February 1977**

Authentic texts: English and Spanish.

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

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

**Mémorandum d'accord relatif à une assistance technique
pour le développement de l'infrastructure de l'aviation
civile. Signé à Washington le 1^{er} février 1977 et à
Caracas le 4 février 1977**

Textes authentiques: anglais et espagnol.

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 REPUBLIC OF VENEZUELA, MINISTRY OF COMMUNICATIONS

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the FAA) of the United States of America (hereinafter referred to as the U.S.A.) provides technical assistance to foreign governments on an actual cost (non-profit) basis in furtherance of FAA objectives to promote the development of international civil aviation,

WHEREAS, the Directorate General of Air Transport and Traffic (hereinafter referred to as the DGATT) of the Ministry of Communications of the Republic of Venezuela (hereinafter referred to as the Ministry), desiring to stimulate the development of civil aviation and to promote the safety of air transportation within the territory of the Republic of Venezuela, requires unavailable technical assistance which could be obtained from the U.S.A. as represented by the FAA, and

WHEREAS, the furnishing of such assistance to the DGATT is in furtherance of the objectives of promoting the development of international civil air transportation, and the FAA is willing to furnish such assistance at cost, according to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Ministry of Communications of the Republic of Venezuela and the Federal [Aviation] Administration of the United States of America agree as follows:

Article I. OBJECTIVE OF THE AGREEMENT

The FAA undertakes to provide the Ministry with technical assistance to implement its plans for developing and modernizing the civil aviation infrastructure of the Republic of Venezuela. In order to fulfill the objective of this Agreement, the FAA will provide the personnel, the resources available to it, and the services necessary to assist the Ministry, through the DGATT, in the improvement of the aviation systems.

Article II. OBLIGATIONS OF THE FAA UNDER THIS AGREEMENT

For the purposes of this Agreement, the FAA will assign to the Ministry qualified technical personnel who shall be approved by the Ministry through the DGATT. As a complementary measure, FAA will provide, as required, specialized administrative and technical support from FAA headquarters.

The FAA undertakes to coordinate technical training in the U.S.A. for qualified candidates proposed by the DGATT.

Article III. OTHER RIGHTS OF THE DGATT UNDER THIS AGREEMENT

The Ministry, through the DGATT, may also:

1. Request services of FAA personnel to assist in aeronautical training or other related services conforming to the objectives of this Agreement;

¹ Came into force on 4 February 1977 by signature, in accordance with article XIII.

2. Request flight inspection services subject to availability of personnel and resources, at current cost per hour at time of annex execution; this provision is included to provide for use of FAA flight inspection personnel and flight check aircraft during the period of assignment of FAA technical advisors;
3. Require that the FAA assign experienced and duly qualified technical personnel to carry out the obligations specified in this Agreement.

Article IV. ANNEXES TO THE AGREEMENT

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

The parties agree that each annex will contain a concise description of the tasks to be performed by FAA personnel for DGATT, the manpower and other resources required to accomplish these tasks, the estimated cost of the tasks, and an implementation schedule.

Each annex to this Agreement will be identified in the following manner: the number of the Agreement (NAT-I-531) followed by a letter to be assigned to the annexes in strict alphabetical order. The first annex will be identified as NAT-I-531-A.

Article V. LEGAL STATUS OF FAA PERSONNEL

The parties agree that FAA personnel assigned for the implementation of this Agreement will retain their legal status as FAA employees and will be subject to its policies and procedures. However, said employees shall observe the standards of discipline and trustworthiness which are mandatory for officials in public service.

Article VI. PRIVILEGES AND IMMUNITIES

The Ministry undertakes to request that FAA personnel coming to Venezuela in implementation of this Agreement be granted the following privileges and immunities:

1. Inviolability of all papers and documents;
2. Exemption from customs duties on their furniture and personal effects;
3. Exemption from customs duties for the importation of one automobile for each person, for private use, under the conditions established in article 4 of the Joint Decree of the Ministries of Foreign Affairs, Finance, and Development, No. 254, No. 1, 441, and No. 5, 497, respectively, dated November 22, 1972;
4. Exemption from national taxes on salaries;
5. Any other privileges and facilities normally granted by a special order by the Government of Venezuela to experts and technicians sent to Venezuela by foreign governments and international organizations in implementation of technical assistance agreements.

Article VII. OTHER PROVISIONS CONCERNING FAA PERSONNEL

FAA personnel assigned to the DGATT under this Agreement will be under the administrative direction of one of its members who will be the principal FAA

representative to the Ministry with regard to the implementation of this Agreement.

The center of operations of FAA personnel will be the DGATT headquarters in Caracas, Venezuela.

FAA personnel to be assigned under this Agreement will be listed in the appropriate annexes.

A detailed definition of personnel functions and responsibilities, within the scope of this Agreement, will be established jointly by the DGATT and the FAA and will appear in the appropriate annex.

*Article VIII. LIABILITY FOR PERSONAL ACCIDENTS
OR FOR PROPERTY DAMAGE OR LOSS*

The Ministry will be liable with respect to any legal action, claim, or suit resulting from accidents to persons or from damage or loss of property caused by FAA personnel in the performance of their functions under the provisions of this Agreement. The Ministry will indemnify and will hold the FAA and its personnel harmless against any legal action, claim, or suit, except when the parties signatory to this Agreement agree that such personal accident or property damage or loss was the result of gross negligence or willful misconduct by FAA personnel.

Article IX. SUPPORT FOR PERFORMANCE OF WORK

The Ministry, through the DGATT, will provide the FAA with office space, furnishings, office supplies and equipment, including telephones, and other communications services which may be necessary.

The Ministry, through the DGATT, will provide the secretarial and administrative support necessary to meet the requirements of the FAA personnel in implementing this Agreement.

The Ministry, through the DGATT, will pay transportation and expenses for travel necessary for movements of FAA personnel under this Agreement.

Article X. FINANCIAL OBLIGATIONS

Except as provided by the foregoing article, the FAA will arrange for all services to its personnel required for the implementation of this Agreement and will pay the necessary costs for that purpose in accordance with FAA regulations and practices.

The Ministry, through the DGATT, will pay to FAA, in accordance with the provisions of this Agreement, the amount of all costs incurred by FAA in furnishing services, including reasonable expenses for the conclusion of services covered in this Agreement, in accordance with its terms.

The Ministry, through the DGATT, will advance to the FAA an amount estimated to be sufficient to cover costs for each six-month period. Advance payments are to be made by check in dollars payable to the Federal Aviation Administration.

The DGATT will be informed by separate correspondence of the estimated amounts of further advance payments. This information is to be furnished by the FAA 60 days before each payment is due.

The FAA will charge the costs for furnishing services required for the implementation of this Agreement to the amounts advanced.

The FAA will provide the DGATT with a statement 45 days after the end of the period for which the funds were advanced. The statement will indicate the amount expended, the amount required to cover unforeseen expenses, and remaining balances. Any amount not used within the period for which funds were advanced will be used to complete subsequent advance payments. Similarly, the DGATT will supplement the amount originally advanced for a period by an amount estimated by the FAA to cover any deficit which may be incurred for that period.

Immediately after completion of the project and final accounting, the FAA will submit to DGATT a statement setting forth all expenditures made under this Agreement. Any funds remaining in the account to the credit of the DGATT will be refunded by the FAA. Similarly, the FAA will bill, and the DGATT will pay, for any deficit incurred in implementing this Agreement.

“The Ministry” identifies the Instituto Autónomo Aeropuerto Internacional de Maiquetía (Autonomous Entity Maiquetía International Airport), located in Maiquetía, Federal District, as the office to which the FAA will submit statements and consult on financial matters related to this Agreement.

Article XI. IDENTIFICATION OF THE AGREEMENT

The FAA has identified this Agreement as Agreement No. NAT-I-531. This identification number should be referred to in all related correspondence.

Article XII. AMENDMENTS

Any changes in agreed services, charges, or other provisions of this Agreement or its annexes must be formalized by appropriate written amendments.

Article XIII. EFFECTIVE DATE AND TERMINATION

This Agreement becomes effective upon signature by the duly authorized representatives of the Ministry and of the FAA.

It may be denounced by either of the parties by providing notice in writing 60 days in advance of the date when it wishes to terminate it. The FAA will have a period of 120 days from receipt of the notice of denunciation to close out the activities undertaken pursuant to this Agreement, unless otherwise specified in the corresponding annex.

The Ministry agrees to reimburse the FAA for all costs incurred by it as the result of the denunciation and subsequent termination of the Agreement.

The parties state that they accept the provisions contained in this Agreement.

Republic of Venezuela:
Ministry of Communications,

By: [Signed—Signé]¹
Title: Minister of Communications

Date: February 4, 1977

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

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

Date: February 1, 1977

By: [Signed—Signé]³
[Title]: Ambassador of the United
States of America
[Date]: February 4, 1977

¹ Signed by J. E. Vivas Casanova—Signé par J. E. Vivas Casanova.

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

³ Signed by Viron P. Vaky—Signé par Viron P. Vaky.