

No. 20849

**UNITED STATES OF AMERICA
and
JORDAN**

**Memorandum of Agreement relating to technical assistance
and services regarding aviation. Signed at Washington
on 1 April 1980 and at Amman on 3 May 1980**

Authentic text: English.

Registered by the United States of America on 1 March 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
JORDANIE**

**Protocole d'accord relatif à une aide technique et à la
fourniture de service dans le domaine de l'aviation.
Signé à Washington le 1^{er} avril 1980 et à Amman le
3 mai 1980**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 1^{er} mars 1982.

MEMORANDUM OF AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND THE HASHEMITE KINGDOM OF JORDAN, MINISTRY OF TRANSPORT, CIVIL AVIATION DEPARTMENT

NAT-I-988

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 a reimbursable basis, services requested by the Government of the Hashemite Kingdom of Jordan (GOJ), represented by the Civil Aviation Department of the Ministry of Transport, hereinafter referred to as the CAD; 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 (U.S.) 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

A. The purpose of this Memorandum of Agreement (MOA) is to establish the terms and conditions under which the FAA will provide technical assistance and services to the CAD to support their ongoing programs and the planning and implementation of their programs to improve air transportation services of the Hashemite Kingdom of Jordan.

B. 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 host Government'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 host Government's National Airspace System (NAS), the FAA's ability to support other systems and equipment 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 CAD in civil aviation programs to improve their NAS. Such assistance and related services may consist of temporary duty assignments, resident tours of FAA personnel to the host country who would serve in a Civil Aviation Assistance Group (CAAG) as advisors to the CAD, training of Jordanian nationals, providing technical publications, administrative

¹ Came into force on 1 June 1980, in accordance with article IX.

and technical support by FAA Headquarters and other assistance agreed upon by the Parties to this Agreement. 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

A. The principal FAA representative, in regard to all CAAG operations, will be designated the CAAG Chief. In the context of this Agreement, the CAAG Chief will assist and relate directly with the Director General of Civil Aviation (DGCA) in carrying out the functions of this program. The CAAG Chief will also relate directly with other high level GOJ and U.S. officials. He is expected to serve in an advisory capacity on any committee or board the Director General may deem appropriate.

B. The FAA will assign personnel to the CAAG, subject to host country 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 high level of conduct and technical execution required by the FAA.

C. The change-of-station shipment of a limited amount of household effects of FAA employees who are permanently assigned to the CAAG is planned for air shipment. Air shipment will be limited to the amount authorized by U.S. regulations for employees and families when furnished quarters are provided. Such air shipment of effects will be by U.S. and/or other commercial aircraft. FAA will make arrangements and determine the carrier for all shipments. The host country will advise FAA of any special requirements associated with these shipments.

D. The FAA CAAG will receive local administrative support from the U.S. Embassy and will be considered a part of the U.S. Mission. The full scope of Embassy support will be defined between the FAA and the U.S. Department of State under appropriate support documentation.

E. The host Government will accord to the personnel of the FAA the same rights, protections, advantages, privileges and exemptions accorded to non-diplomatic official personnel of the United States Mission (i.e., the technical staff of the American Embassy) of equivalent rank in all matters, including but not limited to exemption from national and municipal income 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. HOST GOVERNMENT SUPPORT

A. The GOJ shall furnish the following for the use of FAA personnel without cost to FAA or its employees:

1. All official transportation which is undertaken for the CAD and under the terms of this Agreement. This may be accomplished by use of Government aircraft or by use of commercial air carrier, rail or other ground vehicle transportation systems and will also include local transportation for official assignments away from their duty stations.
2. The privilege of the use of Government aircraft for properly qualified and licensed FAA pilots as necessary for official CAAG use within Jordan when requested by the CAAG Chief and approved by the DGCA.

3. Entry and exit clearances for employees and their dependents.
4. Assistance, in cooperation with the U.S. Embassy, to insure timely clearing through GOJ customs the household effects and personal property of CAAG members. The GOJ will also assist in locating CAAG household effects and property which may be delayed or lost in transit within Jordan.
5. Necessary administrative support required by the CAAG, including but not limited to suitable office space, furnishings, equipment, supplies, and stenographic and clerical assistance.

B. The DGCA of the GOJ agrees to assume full liability for payment of all GOJ 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.

C. The GOJ will assist and solicit the participation of all agencies of the GOJ to provide necessary information as required by the CAAG to carry out their Agreement obligations. FAA personnel will have appropriate U.S. Government security clearances to receive and work with classified information and documentation.

D. If for any reason, the GOJ is unable to provide fully the support specified in this article, or, if the support provided is not equivalent to that prescribed in pertinent FAA/U.S. regulations, the FAA shall obtain and/or provide such support or additional support necessary to accomplish its tasks and will charge the costs for such support to this Agreement.

Article V. LIABILITY

A. The GOJ agrees that no claim will be brought by the GOJ, 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 employees of the United States, arising out of activities under this Agreement. The GOJ 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 host Government in accordance with article IV, the FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with FAA/U.S. regulations and practices.

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

C. The CAD identifies the office to which the FAA will render financial statements and consult on related financial matters as:

Director General
Civil Aviation Department
P. O. Box 7547
Amman, Jordan

D. Agreement Number NAT-I-988 has been assigned by FAA to identify this project and should be referred to in all related correspondence.

Article VII. ANNEXES TO AGREEMENT

A. 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, the manpower and other resources required to accomplish these tasks, the estimated costs of the tasks and related payments, planned implementation, and duration.

B. Each annex to this Agreement will be identified in the following manner: the number of the Agreement followed by an Arabic numeral. The first annex will be identified as NAT-I-988-1.

Article VIII. AMENDMENTS

This Agreement may be amended by mutual consent of the Parties to provide for expansion of requirements and continuation of the program. Any changes in the services furnished 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 supersedes any previous agreements between the Parties on the subject matter set forth in article I hereof and is effective June 1, 1980, and shall remain in effect through June 30, 1985. This Agreement or related annexes may be terminated at any time by either Party by providing 60 days' notice in writing. Any such termination will allow FAA up to 120 days to close out the CAAG and domestic support program operations and return FAA personnel to their regular FAA duty assignments.

Article X. AUTHORITY

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

Hashemite Kingdom of Jordan, Ministry of Transport, Civil Aviation Department:

By: [Signed — Signé]¹
Title: Director General, Civil Aviation

Date: 3/5/1980

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

By: [Signed — Signé]²
Title: Director of International Aviation Affairs (Acting)

Date: April 1, 1980

¹ Signed by Sharif Ghazi R. Nasser — Signé par Sharif Ghazi R. Nasser.

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