

No. 20996

**UNITED STATES OF AMERICA
and
OMAN**

**Memorandum of Agreement relating to technical assistance
and services in the field of aviation (with annex and
attachment). Signed at Washington on 14 December
1979 and at Muscat on 18 May 1980**

Authentic text: English.

Registered by the United States of America on 15 April 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
OMAN**

**Mémorandum d'accord relatif à une assistance technique et
à la fourniture de services dans le domaine de l'aviation
(avec annexe et appendice). Signé à Washington le
14 décembre 1979 et à Mascate le 18 mai 1980**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 15 avril 1982.

MEMORANDUM OF AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND THE SULTANATE OF OMAN, MINISTRY OF COMMUNICATIONS, DIRECTORATE GENERAL OF CIVIL AVIATION

NAT-I-923

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 Sultanate of Oman (GSO), represented by the Directorate General of Civil Aviation of the Ministry of Communications, hereinafter referred to as the DGCA; 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 DGCA to support their ongoing programs and the planning and implementation of their programs to improve air transportation services of the Sultanate of Oman.

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 GSO'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 Sultanate of Oman National Airspace System (ONAS), 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 DGCA in a civil aviation program to improve the ONAS. Such assistance and related services will consist of assignments of FAA personnel to Oman who will serve in a Civil Aviation Assistance Group (CAAG) as advisors to the DGCA, training of Omani nationals, administrative and technical support by FAA Headquarters and other assistance agreed

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

upon by the FAA and DGCA. 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 OMAN

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 deal directly with the Director General of Civil Aviation in carrying out the functions of this program. The CAAG Chief will also relate directly with other high level GSO 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 in Oman subject to DGCA 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 DGCA 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 in Oman. 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 GSO will accord to the personnel of the FAA in Oman the rights, protections, advantages, privileges and exemptions accorded to non-diplomatic official personnel of the United States Mission in Oman (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. GSO SUPPORT

A. The GSO 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 DGCA and under the terms of this Agreement. This may be accomplished by use of GSO 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. A suitable automobile (i.e., 4-door, air conditioned car in good mechanical condition) including fuel and servicing, for each FAA employee. The

automobile will also be for the personal use of the employee and his dependents.

3. The privilege of the use of GSO aircraft for properly qualified and Omani licensed FAA pilots as necessary for official CAAG use within Oman when requested by the CAAG Chief and approved by the DGCA.
4. All travel expenses for travel undertaken for the GSO after the employee's arrival, in accordance with U.S. regulations. Where the GSO allowances are less than U.S. allowances, employees shall be reimbursed by the U.S. Embassy which will charge said additional allowances to this Agreement. Where GSO allowances are more than U.S. allowances, employees shall submit overpayments to the U.S. Embassy for credit to this Agreement.
5. Entry and exit clearances for employees and their dependents.
6. Suitable residential quarters (i.e., equal to or better than the currently provided two or three bedroom, dependent on family size, air conditioned flats) including appropriate furnishings for the use of FAA employees and their dependents.
7. Hotel lodging and subsistence costs, in the event suitable furnished quarters are not available upon arrival of FAA personnel.
8. Assistance, in cooperation with the U.S. Embassy, to insure timely clearing through GSO customs the household effects and personal property of CAAG members. The GSO will also assist in locating CAAG household effects and property which may be delayed or lost in transit within Oman.
9. 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 GSO agrees to assume full liability for payment of all GSO 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 GSO will assist and procure the participation of all agencies of the GSO 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 GSO 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 GSO agrees that no claim will be brought by the GSO, 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 GSO 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.

B. This Article shall not be construed to immunize FAA personnel assigned under this Agreement from the purview of the criminal laws of the GSO, provided, however, that all such personnel shall be accorded the rights, protection and advantages set forth in Article III, paragraph E, of this Agreement.

Article VI. FINANCIAL PROVISIONS

A. Except for local support provided by the GSO 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 GSO 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 GSO identifies the office to which the FAA will render financial statements and consult on related financial matters as:

Ministry of Communications
Directorate General of Civil Aviation
P.O. Box 204
Muscat, Sultanate of Oman

D. Agreement Number NAT-I-923 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 for the DGCA, 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-923-1.

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 July 1, 1980, and shall remain in effect through September 30, 1985. This Agreement or related annexes may be terminated at any time by either Party by providing 90 days notice in writing. Any such termination will allow FAA up to 60 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 GSO agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

Sultanate of Oman, Ministry of Communications, Directorate General of Civil Aviation:

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

By: [Signed — Signé]¹
Title:

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

Date:

Date: Dec. 14, 1979

A N N E X NAT-I-923-1

MEMORANDUM OF AGREEMENT NAT-I-923 BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND THE SULTANATE OF OMAN, MINISTRY OF COMMUNICATIONS, DIRECTORATE GENERAL OF CIVIL AVIATION

Article I. PURPOSE OF ANNEX

This annex identifies and defines the manpower and other requirements, as well as related cost estimates, for the FAA to provide a group of technical specialists to the DGCA to assist in their ongoing program and in the planning toward the implementation of programs to improve air transportation systems of the Sultanate of Oman. This group will be known as the Civil Aviation Assistance Group (CAAG).

Article II. FAA Personnel

The duty post of the CAAG shall be the Civil Aviation Headquarters at Seeb International Airport, Muscat, Sultanate of Oman. The CAAG will be under the direction of the Eastern Area Operations Branch, Technical Assistance Division, Office of International Aviation Affairs, FAA Headquarters, which will provide the CAAG administrative and technical support. The CAAG will include specialists who are skilled in management and administration, technical assistance, program support, airport and civil engineering, and personnel licensing and flight operations. Numbers and types of specialists assigned to this CAAG are shown in Attachment A to this Annex.

Article III. SCOPE OF WORK

A. The CAAG will advise and assist the DGCA in the further development and improvement of their personnel licensing function and assist in its management and

¹ Signed by Salim Bin Nassir Al Busaid — Signé par Salim Bin Nassir Al Busaid.

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

operation. The CAAG will provide advice and assistance in the interpretation and application of ICAO, FAA and other recognized standards and documents regarding personnel licensing. The CAAG will assist in the formulation and promulgation of improved national personnel licensing regulations. The CAAG will develop and provide an on-the-job personnel licensing training program for DGCA designated personnel.

B. The CAAG will advise and assist the DGCA in the development and application of improved regulations and standards pertaining to the safe operation of aircraft. This will be accomplished through assistance in the formulation and implementation of an improved flight safety program covering examining, rating and licensing airmen and evaluating training programs including flight simulators, facilities, equipment procedures and overall management to ensure safe operation of aircraft. The CAAG will provide advisory assistance in a variety of inspectional and investigative activities and in the development of a program to train DGCA flight standards personnel.

C. The CAAG will provide advice and assistance to the DGCA in the planning of new airports and the modernization/expansion of existing airports. The CAAG will assist in the management and operation of the DGCA planning section which is responsible for the development and updating of civil airport master plans, environmental impact studies and airport area land use planning. The CAAG will provide advisory services to the DGCA as related to airport design, construction inspections, development of project budget estimates and associated project administrative management. The CAAG will develop and provide a training program for DGCA designated personnel.

D. The CAAG will provide technical assistance to the DGCA as may be requested, in the general areas of flight standards and airport engineering and planning which falls within the scope of work of the type specialists assigned to the CAAG. Where assistance is requested by the DGCA which falls outside the specialization of the CAAG personnel, the CAAG will arrange through FAA Headquarters for such assistance. If such assistance requires a significant amount of dedicated personal services or a temporary assignment to Oman, a separate annex with related cost estimates will be developed to cover the terms and conditions of the assignment.

Article IV. FINANCIAL PROVISIONS

A. Except for local support actually provided by the GSO in accordance with Article IV of basic Agreement NAT-I-923, FAA shall arrange and pay all other necessary costs of providing the services of its personnel under this Annex, including related disbursements, in accordance with FAA/U.S. regulations and practices, with subsequent reimbursement by the DGCA.

B. The DGCA shall reimburse the FAA monthly for all of its costs incurred in furnishing services under this Annex; provided, however, that upon revocation or termination of this Annex for any cause, including expiration in accordance with its terms, the DGCA shall reimburse the FAA for all liquidating expenses.

C. Monthly bills will be rendered by FAA Headquarters to the GSO designated office as stated in Article VI of Agreement NAT-I-923. With the exception of Personnel Compensation and Benefits (PC and B) charges, FAA bills will include supporting documentation. PC and B charges will be summarized on an attachment to the bills. Payments shall be made in U.S. dollar check, within thirty (30) days from receipt of FAA bills, made payable to the Federal Aviation Administration and marked for NAT-I-923. If a dispute of charges occurs or if supporting documentation is missing, the thirty day payment due period shall be adjusted to begin with receipt of the clarification, explanation or modification of disputed charges and/or missing documentation.

D. Attachment A itemizes estimated expenses for the initial two (2) years of this Annex and will be amended later for each subsequent two year period or portion thereof.

E. The amounts set forth in Attachment A are estimates and may be adjusted to recover the FAA's actual costs. If during the course of this Annex, actual costs are

expected to exceed the estimate by more than 10%, the FAA will notify the DGCA as soon after this determination as possible, but not less than 30 days prior to submission of the final billing.

Article V. DURATION

This Annex will become effective on July 1, 1980, and will remain in effect through June 30, 1985. Should it be mutually determined to extend the project, such extension and related estimated costs will be formalized by written amendment. Either Party may terminate this Annex as provided for in Article IX of the basic Agreement.

Article VI. AUTHORITY

The GSO and FAA agree to the provisions of this Annex as indicated by the signature of their duly authorized officers.

Sultanate of Oman, Ministry of Communications, Directorate General of Civil Aviation:

By: [Signed — Signé]¹
[Signed — Signé]²
Title: Deputy Chairman for the Financial Affairs Council
Date:

[Signed — Signé]³
Under Secretary for Finance
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United States of America, Department of Transportation, Federal Aviation Administration:

By: [Signed — Signé]⁴
Title: Director of International Aviation Affairs (Acting)
Date: Dec. 14, 1979

ATTACHMENT A—NAT-I-923-1

December 3, 1979

FAA TECHNICAL ASSISTANCE—CAAG STAFFING AND ESTIMATED COSTS, MUSCAT, OMAN

(U.S. \$ in thousands)

	July 1, 1980- June 30, 1981	July 1, 1981- June 30, 1982	Total
A. Personnel compensation and benefits including Sunday pay and differential			
GS-15 Chief			
GS-14 Licensing specialist			
GS-14 Civil engineer			
Total A	\$177.0	\$173.4	\$350.4
B. Allowances and other requirements	86.3	94.2	180.5
C. Total A and B	263.3	267.6	530.9
D. Contingency and/or indirect expenses	13.2	26.8	40.0
E. Administrative charge (10%)	27.7	29.4	57.1
F. Total estimated costs	\$304.2	\$323.8	\$628.0

¹ Signed by Salim Bin Nassir Al Busaid — Signé par Salim Bin Nassir Al Busaid.

² Signed by Quais Abdul Munim Al-Zawawi — Signé par Quais Abdul Munim Al-Zawawi.

³ Signed by Muhammad Ridha Musd — Signé par Muhammad Ridha Musd.

⁴ Signed by Norman H. Plummer — Signé par Norman H. Plummer.

⁵ 18 May 1980.