

**No. 50119\***

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**United States of America  
and  
Honduras**

**Memorandum of Agreement between the Federal Aviation Administration  
Department of Transportation of the United States of America and the  
Directorate General of Civil Aviation of the Government of Honduras.  
Tegucigalpa, 23 August 1996 and Washington, 24 July 1996**

**Entry into force:** *23 August 1996, in accordance with article X*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *United States of America, 23  
October 2012*

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**États-Unis d'Amérique  
et  
Honduras**

**Mémorandum d'accord entre l'Administration fédérale de l'aviation du  
Département des transports des États-Unis d'Amérique et la direction générale  
de l'aviation civile du Gouvernement du Honduras. Tegucigalpa, 23 août 1996  
et Washington, 24 juillet 1996**

**Entrée en vigueur :** *23 août 1996, conformément à l'article X*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *États-Unis d'Amérique, 23  
octobre 2012*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

NAT-I-3231

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

AND THE

DIRECTORATE GENERAL OF CIVIL AVIATION  
GOVERNMENT OF HONDURAS

WHEREAS, the Federal Aviation Administration of the Department of Transportation of the United States of America, (the FAA), is authorized to furnish on a reimbursable basis to foreign governments certain services to encourage and foster the development of civil aeronautics and air commerce; and

WHEREAS, the Dirección General de Aeronáutica Civil, Government of Honduras, (DGAC), has requested that such services be provided; and

WHEREAS, the FAA is authorized to furnish, upon determination by the International Development Cooperation Agency, certain parts peculiar and repair services to the DGAC;

NOW THEREFORE, the FAA and the DGAC, subsequently referred to as "the Parties", mutually agree as follows:

**ARTICLE I - OBJECTIVE OF THE AGREEMENT**

A. The objective of this Memorandum of Agreement (subsequently referred to as "Agreement") is to establish the terms and conditions under which the FAA is to provide assistance to the DGAC in developing and modernizing the DGAC's civil aviation infrastructure in the managerial, operational and technical areas. For this purpose the FAA shall, subject to their availability and the availability of appropriated funds and appropriate personnel, provide personnel, resources and related services to assist DGAC in the accomplishment of this objective.

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 DGAC's use of the systems and equipment that are similar to those used by the FAA in the U.S. National Airspace System. To the extent that other systems and equipment are used by the DGAC, FAA's ability to support other systems and equipment under this Agreement would be reduced.

**ARTICLE II - ANNEXES**

Specific technical assistance in areas of personnel, training, equipment or services to be provided to DGAC by the FAA shall be delineated in annexes to this Agreement. When signed by both Parties, such annexes shall become part of this Agreement. The Parties agree that such annexes shall contain a description of the services to be performed by the FAA, the personnel and other resources required to accomplish tasks, estimated costs, planned implementation, and duration.

**ARTICLE III - DESCRIPTION OF SERVICES**

A. Under the terms and conditions of this Agreement and its annexes, the DGAC may request technical assistance in areas including but not necessarily limited to:

1. Providing technical and managerial expertise to assist the DGAC to develop, operate and enhance its civil aviation infrastructure, standards, procedures, policies, training, and equipment;
2. Providing training for the DGAC personnel, in the United States or in Honduras;
3. Inspecting and calibrating the DGAC equipment and air navigation facilities; and

4. Providing resources, logistical support, and equipment for air navigation facilities.

B. Assistance in these and other areas, as mutually agreed to, shall be accomplished by appropriate short-term and long-term in-country assignments, or other assistance offered by the FAA.

#### ARTICLE IV - STATUS OF FAA PERSONNEL

A. The FAA shall assign personnel to perform the tasks agreed upon in the appropriate annex. FAA personnel assigned to any activity shall retain their status as U.S. government, [FAA] employees. The supervision and administration shall be in accordance with the policies and procedures of the FAA as an agency of the U.S. Government, and they intend to perform at the high level of conduct and technical execution required by the FAA.

B. FAA personnel shall be accorded the same privileges and immunities as are accorded to the administration and technical personnel of the U.S. Embassy in Honduras under the Vienna Convention on Diplomatic Relations of 1961.<sup>1</sup> Such FAA personnel shall not, however, be considered members of the Embassy staff in Honduras by virtue of their enjoyment of such privileges and immunities.

#### ARTICLE V - HOST GOVERNMENT SUPPORT

A. The level of required host government support shall be set forth in each annex.

B. If for any reason the DGAC is unable to provide fully the support specified in each annex, or if the support provided is not equivalent to that prescribed in pertinent FAA or other U.S. regulations, the FAA shall provide such support and shall charge the costs for such support to the DGAC.

#### ARTICLE VI - FINANCIAL PROVISIONS

A. The DGAC shall reimburse the FAA, in accordance with provisions set forth in this Agreement and its annexes, the amount of costs incurred by FAA, including all costs arising from expiration or termination of the Agreement or its annexes.

B. Each annex shall set forth the specific and detailed financial arrangements concerning the activities described in that annex. However, all financial arrangements shall be subject to the following:

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<sup>1</sup> TIAS 7502; 23 UST 3227.

1. Payment of bills shall be due within sixty (60) days from date of billing. Payments shall be made in U.S. dollars and forwarded to the FAA at the address on the bill.

2. In the event that payment is not made within sixty (60) days from the date of billing, the FAA shall assess late payment charges, i.e., interest, penalty, and administrative handling charges, in subsequent billings. These late charges shall be assessed for each additional thirty (30) day period, or portion thereof, that payment is not received. The DGAC shall pay any such late charges.

C. Agreement Number NAT-I-3231 has been assigned by FAA to identify this project and shall be referred to in all related correspondence.

#### ARTICLE VII - LIABILITY

The Directorate General of Civil Aviation, on behalf of the Government of Honduras, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement or its annexes. The Directorate General of Civil Aviation, on behalf of the Government of Honduras, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Honduras or any agency thereof, or third persons for personal injury, death, or property damage arising out of work under this Agreement or its annexes.

#### ARTICLE VIII - AMENDMENTS

This Agreement or its annexes may be amended by mutual consent of the Parties. Any changes in the services furnished or other provisions shall be formalized by an appropriate written amendment, signed by both parties, which shall outline the nature of the change.

#### ARTICLE IX - RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or application of this Agreement or its annexes shall be resolved by consultation between the two Parties and will not be referred to any international tribunal or third party for settlement.

**ARTICLE X - EFFECTIVE DATE AND TERMINATION**

This Agreement shall become effective upon signature of both Parties and shall remain in effect until terminated. This Agreement or any of its annexes may be terminated at any time by either party by providing sixty (60) days notice in writing to the other party. Any such termination shall allow FAA one hundred and twenty (120) days to close out its activities.

**ARTICLE XI - AUTHORITY**

The Parties agree to the provisions of this Agreement as indicated by the signature of their duly authorized representatives.

<b>FEDERAL AVIATION ADMINISTRATION DEPARTMENT OF TRANSPORTATION UNITED STATES OF AMERICA</b>	<b>DIRECTORATE GENERAL OF CIVIL AVIATION GOVERNMENT OF HONDURAS</b>
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BY: Joan W. Bauerlein

BY: Colonel Fernando Soto

TITLE: Director of International  
Aviation

TITLE: Director General of  
Civil Aviation

DATE: 24 July 1996

DATE: 23 August 1996