

## Acuerdos Bilaterales

Clasificación: 15-2003

Fecha de Ingreso: 14 de febrero de 2003

Nombre de Acuerdo: Letter of Understanding on Technical Cooperation

Materia: Relaciones Generales de Cooperación

Partes: SG/OEA & International Civil Aviation Organization

Referencia: OACI

Fecha de Firma: 14 de febrero de 2002

Fecha de Inicio: 14 de febrero de 2002

Fecha de Terminación: 14 de febrero de 2004

Lugar de Firma: Montreal, Canada / Washington, D.C. Estados Unidos.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**LETTER OF UNDERSTANDING ON TECHNICAL COOPERATION  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,  
THROUGH AND FOR THE EXECUTIVE SECRETARIAT FOR INTEGRAL  
DEVELOPMENT OF THE INTER-AMERICAN AGENCY FOR COOPERATION AND  
DEVELOPMENT,  
AND  
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION**

This Letter of Understanding on Technical Cooperation ("Letter of Understanding") between the General Secretariat of the Organization of American States ("GS/OAS"), through and for the Executive Secretariat for Integral Development of the Inter-American Agency for Cooperation and Development ("SEDI/IACD"), represented by its Director General, Mr. L. Ronald Scheman, and the International Civil Aviation Organization ("ICAO"), with Headquarters in Montreal, Canada, represented by its Secretary General, Mr. R.C. Costa Pereira (each, a "Party" and, together, the "Parties"),

Recalling that the Organization of American States ("OAS") established the IACD as an entity for the promotion, coordination, management, and facilitation of the planning and execution of partnership for development projects, programs and activities within the framework of the Strategic Plan for Partnership of its Inter-American Council for Integral Development ("CIDI");

Taking Into Account that the Parties' objective is to support technical cooperation and training in the region to accelerate the pace of economic development and to address the issues of poverty reduction and social imbalances, and they seek to achieve that mandate by developing projects that attract private sector experience and financing so as to expand beyond traditional grants and thus leverage available project funding;

Considering that it is in the mutual interest of the Parties to promote sustainable improvements in the safety, regulatory regimes and efficiency of the civil aviation among the Latin American and Caribbean nations; and

Bearing in mind the critical role that aviation safety plays in the economic growth and development;

Have agreed as follows:

**ARTICLE I  
PURPOSE**

1.1. The purpose of this Letter of Understanding is to establish a non-exclusive framework for cooperation between the Parties for the implementation of Projects in the Americas.

1.2. For implementation of each Project, the Parties shall use reasonable efforts to enter into an agreement which will be based on and be subject to this Letter of Understanding and which will:

- (a) identify the scope of the Project;
- (b) specify the Parties' respective obligations for such Project,

(each such agreement, hereinafter called "Supplementary Letter of Understanding").

1.3. The Parties acknowledge and agree that the effectiveness of any Supplementary Letter of Understanding entered into in relation to a Project will be subject to: (i) the availability of funding, and (ii) the Parties governing bodies resolving to authorize such Project.

## **ARTICLE II EXCHANGE OF INFORMATION**

2.1. The Parties agree to an exchange of information relating to the projects in the field of civil aviation on which they agree to cooperate. Such exchange of information shall, however, be without prejudice to matters which may be considered as confidential by the Parties.

## **ARTICLE III FIELDS OF COOPERATION**

3.1. Subject to Article 1.3 of this Letter of Understanding, the Parties will cooperate in all areas of civil aviation development projects including, but not limited to, the following:

- (a) Identification of projects and preparation of pre-feasibility, feasibility or pre-investment studies.
- (b) Preparation of documents required at the various stages of each project.
- (c) Execution and management of projects, including infrastructure development, airspace management and improvement of regulations regimes.
- (d) Post-evaluation of projects.
- (e) Technical advice on equipment required for civil aviation development projects and the procurement of such equipment.
- (f) Advice and assistance on all aspects of aeronautical projects, and the supervision and implementation of such projects.
- (g) Training of personnel.

#### **ARTICLE IV METHODS OF COOPERATION**

4.1. The Parties will propose country or regional civil aviation development projects to each other. Projects documented and proposed by ICAO which are not accepted by GS/OAS for cooperation will not be implemented by GS/OAS directly or in association with any other organization without prior agreement with ICAO. Similarly, projects documented and proposed by GS/OAS which are not accepted by ICAO for cooperation shall not be implemented by ICAO directly or in association with any other organization without prior agreement with GS/OAS.

4.2. ICAO will provide services in any or all of the following activities: recruitment and provision of qualified experts/consultants; arrangement of fellowship training; procurement of equipment/systems; and execution, technical backstopping and monitoring of projects implementation. The implementation, management and administration of joint projects shall be in accordance with the regulations, rules, policies, practices and procedures decided by the Parties in each Supplementary Letter of Understanding.

#### **ARTICLE V FINANCIAL PROVISIONS**

5.1. All costs incurred by ICAO and GS/OAS in providing services under Article III of this Letter of Understanding and the cost of administrative support shall be included in each Supplementary Letter of Understanding budget approved by the Parties.

#### **ARTICLE VI CHANNELS OF COMMUNICATION**

6.1. GS/OAS hereby represents that the institution within GS/OAS responsible for carrying out and coordinating GS/OAS' obligations under this Letter of Understanding is SEDI/IACD. All notices in relation to this Letter of Understanding should be sent to:

Alvaro López Cayzedo  
Specialist  
Inter-American Agency for Cooperation and Development  
General Secretariat of the Organization of American States  
1889 F Street, NW  
Washington, D.C. 20006  
Tel: 202 458 3633  
Fax: 202 458 3388  
Email: [alopez@iacd.org](mailto:alopez@iacd.org)

6.2. The area responsible for carrying out and coordinating ICAO obligations under this Letter of Understanding is the Technical Cooperation Bureau. All notice in relation to this Letter of Understanding should be sent to:

Walter Amaro  
Chief Field Operations – The Americas  
Technical Co-operation Bureau  
International Civil Aviation Organization  
999 University St  
Montreal, Quebec, Canada, H3C 5H7  
Phone (514) 954-8343  
Fax (514) 954-6077  
Email: [wamaro@icao.int](mailto:wamaro@icao.int)

6.3. Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

#### **ARTICLE VII REPRESENTATION**

7.1 The Parties shall hold annual meetings to review the progress of activities jointly undertaken hereunder. Such meetings shall be held alternatively at GS/OAS Headquarters, in Washington, D.C. and ICAO Headquarters, in Montreal, or other place mutually agreed by both Parties.

#### **ARTICLE VIII DISPUTE RESOLUTION**

8.1. The Parties shall attempt to resolve any disputes arising out of this Letter of Understanding or any Supplementary Letter of Understanding through amicable talks. If those amicable talks prove unsuccessful, the Parties shall resolve their differences by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The court of arbitration that is set up in accordance with those rules shall decide by friendly mediation or *ex aequo et bono* and its decision shall be final and binding.

8.2. Nothing expressly stated or implied in this Letter of Understanding shall operate as a waiver of the privileges and immunities of the Parties or its personnel under international or domestic law.

**ARTICLE IX  
TERM, MODIFICATION AND TERMINATION**

9.1. This Letter of Understanding may be modified only by written agreement signed by the duly authorized representatives of both Parties.

9.2. This Letter of Understanding shall commence on the day of its signature and continue in force for a term of two (2) years. This Letter of Understanding shall be renewed automatically for successive two (2) year terms, unless at least sixty (60) days prior to the end of the term, either Party notifies the other in writing that it does not wish for renewal of this Letter of Understanding.

9.3. Either Party may terminate this Letter of Understanding by giving sixty (60) days prior written notice to the other. The termination of this Letter of Understanding shall not affect the Projects then in progress and properly funded unless the corresponding Supplementary Letter of Understanding provides the contrary.

In Witness Whereof, the duly authorized representatives of the Parties hereby subscribe to this Letter of Understanding, in duplicate originals, in the places and dates specified below.

**For the General Secretariat of the  
Organization American States:**

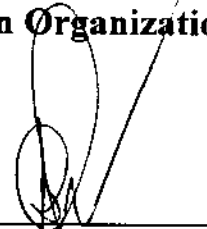


Mr. L. Ronald Scheman  
Director General, IACD

Date: 2/14/02

Place: Washington, DC.

**For the International Civil  
Aviation Organization:**



Mr. R.C. Costa Pereira  
Secretary General

Date: 1/02/02

Place: Montreal