AVIATION

Cooperation

Agreement Between the
UNITED STATES OF AMERICA
and IRELAND

Signed at Dublin June 11, 1999



AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

IRELAND

Aviation: Cooperation

Agreement signed at Dublin June 11, 1999;
Entered into force June 11, 1999.

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF IRELAND

ON TECHNICAL CO-OPERATION IN CIVIL AVIATION MATTERS

The Government of the United States of America and the Government of Ireland, hereinafter referred to as the Parties;

Desiring to encourage the development of civil aeronautics and safety of air commerce between the United States and Ireland; and

Recognising that the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America and the Irish Aviation Authority (IAA) have as a common purpose the promotion and development of technical co-operation in civil aviation; and

Considering that the FAA is authorised to develop, modify, test, and evaluate systems, procedures, facilities and devices to meet the needs for safe and efficient systems in civil aviation and to enter into co-operative agreements to achieve this objective; and

Considering that the IAA is authorised to undertake research and development relating to the functions of the Authority, and to participate with others, including governments of other states, in such activities.

Agree as follows:-

ARTICLE 1

PURPOSE OF AGREEMENT

This Agreement establishes the terms and conditions for mutual co-operation in the promotion and development of civil aviation.

For this purpose the Parties may, subject to the availability of funds and necessary resources, provide personnel, resources and related services to co-operate to the extent called for in the annexes and appendices to this Agreement.

This objective may be achieved by co-operation in any of the following areas:

- The exchange of information regarding programmes and projects, research results or publications.
- The execution of joint analyses.
- The co-ordination of research and development programmes and projects and their execution based on shared effort.
- The exchange of scientific and technical staff.
- The exchange of specific equipment and systems for research activities and compatibility studies.
- The joint organisation of symposia or conferences.
- Reciprocal consultations with the aim of establishing concerted action in appropriate international bodies.

The Authorities responsible for implementing this Agreement (hereinafter, the implementing Authorities) shall be the FAA, for the Government of the United States of America, and the IAA, for the Government of Ireland.

ARTICLE 2

IMPLEMENTATION

This Agreement shall be implemented through technical annexes and appendices, which, shall form part of this Agreement when mutually agreed in writing and signed by both implementing authorities.

The Parties acting through the implementing authorities shall meet periodically to discuss proposals for new co-operative activities. A joint review of the status of ongoing activities, which are the subject of the annexes and appendices to this Agreement, shall be conducted at such intervals as mutually agreed by the implementing authorities.

The designated offices for the co-ordination and management of this Agreement and where all requests for services under this Agreement shall be made are:

1. For the Government of the United States:
   Federal Aviation Administration
   Office of International Aviation, AIA-300
   800 Independence Ave., S.W.
   Washington, D.C. 20591

   Telephone: 202-267-3213
   Facsimile: 202-267-5032

2. For the Government of Ireland:
   Irish Aviation Authority
   Aviation House
   Hawkins Street
   Dublin 2

   Telephone: 01 - 6718655
   Facsimile: 01 - 6792934

Technical programme liaisons for specific activities shall be established as indicated in the annexes and appendices to this Agreement.

ARTICLE 3

EXCHANGE OF PERSONNEL

The implementing authorities may exchange technical personnel as required to pursue the activities described in the annexes and appendices. All such exchanges shall be in accordance with the terms and conditions set forth in those annexes and appendices. Such personnel shall perform work as mutually agreed by the implementing authorities in the annexes and appendices. Such personnel may be from either or both of the implementing authorities, supporting Government agencies, or contractors for either or both of the implementing authorities, as mutually agreed.

ARTICLE 4

EQUIPMENT AND LOAN ARRANGEMENTS

Equipment may be lent pursuant to the terms and conditions as specified in the annexes and appendices of this Agreement. The following general provisions shall apply to all loans of equipment unless otherwise specified.

- The lender shall, at the borrowers expense, transport any equipment to the borrower's designated location, identifying its value.
- The borrower shall assume custody and possession of said equipment upon its delivery to the designated receiving point.
- Upon completion of use or expiration or termination of the pertinent appendix or annex to the Agreement, the borrower will return the equipment to the lender at the borrower's expense. The equipment shall remain in the custody of the borrower until returned to the lender's designated receiving point.
- The borrower shall be responsible for installing the equipment at the borrower's location.
- The lender and the borrower shall co-operate in securing any export licenses and other documents required for the shipment of the equipment.
- The lender shall assist the borrower in locating sources of supplies for common items and parts peculiar which are not readily available to the borrower.
- The borrower shall place and install equipment in accordance with the agreed programme plan, as shown in the annex or appendix.
- During the period of the loan the borrower shall operate and maintain equipment in proper condition, ensure operability of the equipment and permit inspection by the lender at any reasonable time.
- In the event of loss or damage of any equipment lent under this Agreement and for which the borrower has assumed custody and possession, the borrower shall compensate the lender for value (as identified by the lender) of items lost or damaged.
- Any equipment exchanged under this Agreement shall be solely for research or developmental purposes and shall not be used in any way whatsoever for active civil aviation or other operational use.
- Any transfers of technology, equipment or other items pursuant to this Agreement shall be subject to the applicable laws and policies of the Parties.

ARTICLE 5

FUNDING

Unless otherwise specified in the annexes or appendices, each Party shall assume the cost of work to be done by it, in accordance with specific tasks identified in the annexes and appendices.

The FAA has assigned Number NAT-1-3361 to identify this co-operative programme and shall be referenced in all correspondence related to this Agreement.

ARTICLE 6

RIGHTS

Except as required by applicable law, none of the Parties or their implementing authorities shall release any information or material pertinent to the tasks, or related to the agreed programme, to third parties other than contractors or subcontractors engaged in the programme.

ARTICLE 7

LIABILITY

Specific provisions concerning claims and liability, contracting, exchanges or attachments of personnel, the loan of equipment or software, disclosure and use of information and third party sales and transfers shall be included in annexes and appendices as necessary.

ARTICLE 8

AMENDMENTS

This Agreement may be amended by mutual consent of the Parties. The details of any such amendment shall be memoralized by written agreement signed by both Parties.

The annexes and appendices may be amended by mutual consent of the implementing authorities. The details of any such amendment shall be memoralized by written agreement signed by both implementing authorities.

ARTICLE 9

RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or the application of this Agreement or its annexes or appendices shall be resolved by consultation between the Parties or their implementing authorities, as appropriate, and shall not be referred to any international tribunal or third party for settlement.

ARTICLE 10

ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force on the date of signature and shall remain in force until terminated.

Either Party may notify the other Party that it is terminating the Agreement. Such notification shall be by way of diplomatic note and shall take effect sixty days (60) after its receipt by the other Party. Termination of this Agreement shall not affect existing obligations of the Parties under Articles 5, 6, 7, and 9. Each Party shall have one hundred and twenty days (120) to close out its activities following termination of this Agreement or its annexes or appendices. Termination of this Agreement also shall terminate all annexes and appendices subsequently concluded by the Implementing Authorities pursuant to this Agreement.

Either implementing authority may terminate the annexes or appendices to this Agreement at any time by providing sixty days (60) notice to the other implementing authority.

SIGNATURE IN COUNTERPARTS

To facilitate execution, this Agreement or its annexes or appendices may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each Party appear on each counterpart, but it shall be sufficient that the signature of or on behalf of each Party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the undersigned being duly authorised by their respective Governments, have signed this present Agreement.

DONE at , in duplicate, this 14 day of June, 1999.

FOR THE GOVERNMENT OF
OF THE UNITED STATES
OF AMERICA:

FOR THE GOVERNMENT
OF IRELAND: