

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GOVERNMENT OF ARGENTINA
AND THE
INTERNATIONAL CIVIL AVIATION ORGANIZATION

WHEREAS, the Government of Argentina, hereinafter referred to as the "Government", and the International Civil Aviation Organization, hereinafter referred to as "ICAO", now therefore, collectively referred to herein as the "parties", mutually agree to the following:

ARTICLE I – OBJECTIVE

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Government may provide one Expert to ICAO to participate in the activities specified in Article II, on secondment on a gratis-personnel basis.

ARTICLE II – DESCRIPTION OF SERVICES AND DURATION

The Government shall make available the services of an Expert who shall execute the functions of Accident and Incident Investigator (AIG) Expert, P-4, at the South American (SAM) Regional Office in Lima as outlined in the Annex I, as attached hereto.

The Expert shall be released to ICAO for an initial period of three years from 04/01/2021, with a possibility of an extension subject to mutual agreement between the parties.

ARTICLE III – IMPLEMENTATION

A – The Government has submitted to ICAO the name and curricula vitae of proposed Expert.

B – The Secretary General of ICAO has accepted the candidature of Mr. Osear Daniel Barafani for the Accident and Incident Investigator (AIG) Expert, P-4, at the South American (SAM) Regional Office in Lima.

ARTICLE IV – LIAISON

For the implementation of this MOU, the points of contact are as follows:

Government: JST International Office
Transport Safety Board
Florida 361, piso 7
Ciudad Autónoma de Buenos Aires
C1093AAO
CABA, Buenos Aires
Argentina

ICAO: Office of the Secretary General
International Civil Aviation Organization
999 Robert-Bourassa Boulevard
Montréal, Quebec H3C 5H7
Canada

ARTICLE V – STATUS OF EXPERT

The assigned Expert shall retain his status as an employee of the releasing Government. However, while performing the services or when transacting business on behalf of ICAO under the terms of this MOU, the Expert shall have the status of an Official of ICAO and as such will be subject to the authority of the Secretary General and to ICAO Staff Regulations, ICAO Staff Rules and ICAO Personnel Instructions. The Expert shall not seek nor accept instructions on the performance of his duties from any Government, including his own, nor other authorities external to ICAO.

ARTICLE VI – FUNDING

A – ICAO shall not be responsible for any remuneration or emoluments including related benefits payable to the Expert during and upon termination of his assignment to ICAO.

B – The Government shall be responsible for ensuring that the Expert receives all remuneration and emoluments, including related benefits during his assignment to ICAO under the terms of this MOU.

C – The Government shall reimburse ICAO any funds that may be expended for compensation in the case of death, injury or illness of the Experts attributable to the performance of services on behalf of ICAO, in accordance with the policies and practices of ICAO.

D – The Government shall pay the Expert's transportation costs and expenses related to the performance of the Expert's mission travel up to a limit of USD 12,000 per annum.

ARTICLE VII - ICAO SUPPORT

A - ICAO shall provide the Expert with office space, office furniture, telephone, access to a computer and other necessary logistical support as may be required by the Expert to accomplish the objectives of this MOU and the functions to which he is assigned.

ARTICLE VIII - LIABILITY

Each party waives any and all claims against the other party for all loss, damage or injury resulting from the activities under this MOU, with the exception of intentional, grossly negligent, fraudulent or criminal acts resulting in personal injury, death, property damage or financial loss.

ARTICLE IX - AMENDMENTS

The parties may amend this MOU by documenting the details of any amendment in a written agreement signed by both parties.

ARTICLE X - RESOLUTION OF DISAGREEMENTS

The parties shall resolve any disagreement regarding the interpretation or application of this MOU by consultation between the parties. The parties shall not refer any such disagreement to an international tribunal or third party for settlement.

ARTICLE XI - PRIVILEGES AND IMMUNITIES OF ICAO

Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of ICAO.

ARTICLE XII - EFFECTIVE DATE AND TERMINATION

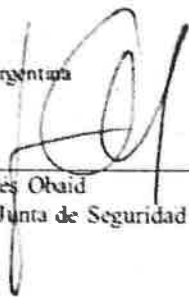
A - This MOU shall become effective on the date of the last signature and shall remain in force until terminated.

B - Either party may terminate this MOU at any time by providing sixty (60) days' notice in writing to the other party. Termination of this MOU shall not affect existing obligations of the parties under this MOU. The Government shall have one hundred and twenty (120) days to close out its activities following any termination of this MOU.


ARTICLE XIII - AUTHORITY

The Government and ICAO agree to the provisions of this MOU as indicated by the signature of their duly authorized representatives.

For Government of Argentina

BY: 
Name: Julián Andrés Obaid
Title: President of Junta de Seguridad en el Transporte

For the International Civil Aviation Organization

BY: 
Name: Fang Liu
Title: Secretary General

Date: 23/03/2021

Date: 26 March 2021