

MEMORANDUM OF COOPERATION
BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION
UNITED STATES OF AMERICA
AND THE
LATIN AMERICAN CIVIL AVIATION COMMISSION

The Transportation Security Administration of the United States Department of Homeland Security (hereinafter DHS/TSA) and the Latin American Civil Aviation Commission (hereinafter CLAC), respectively, (collectively referred to as the “Parties”):

INASMUCH AS the primary objective of CLAC is to provide the civil aviation authorities of its Member States an appropriate structure within which they can discuss, plan, and carry out all measures needed with respect to cooperation on and coordination of civil aviation activities and to promote the efficient, sustained, safe, protected, ordered, and harmonized development of air transport;

NOTING that DHS/TSA is directed to encourage the development of security in all modes of transportation and is authorized to cooperate with foreign governments and international organizations for this purpose;

HAVING as a common objective the promotion and development of administrative, operational and technical cooperation in civil aviation security;



ACKNOWLEDGING the Standards and Recommended Practices set out in Annex 9 and Annex 17 of the Convention on International Civil Aviation, done at Chicago on 7 December 1944 (the "Chicago Convention");

RECOGNIZING the major importance of cooperation and understanding in the context of international relations, as a means of contributing to the economic development of air transport;

ALSO RECOGNIZING the high volume of air traffic that flows through and connects CLAC Member States and the United States of America; and

DESIRING TO carry out harmonized and significant work as part of mutual cooperation between TSA/DHS and CLAC.

IT IS AGREED AS FOLLOWS:

**Article I
Purpose**

This Memorandum of Cooperation (MOC) sets forth the terms and conditions under which the Parties may cooperate in civil aviation security.

**Article II
Scope of Cooperation**

Specific areas of cooperation to enhance civil aviation security include, but are not necessarily limited to, the following:

1. Providing technical and managerial expertise to assist in developing and improving civil aviation security infrastructure, standards, procedures, policies, training, operations, and equipment;
2. Sharing information and best practices to achieve the objectives of this MOC;
3. Participating in joint airport observation visits of security operations, procedures, processes, and facilities; and

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4. Identifying and participating in joint projects including international events and meetings to enhance international aviation security.

Article III Cooperation Procedure

A. DHS/TSA and the CLAC Secretariat shall establish and maintain coordination and communication to implement this MOC, and to this end, intend to take the following steps as necessary to further the purposes of this MOC:

1. Exchange of letters and documentation; and
2. Invitations to participate in meetings.

B. Joint observation visits shall be subject to the approval of the aeronautic authority of the State(s) to be visited. Joint observation visits shall not be a substitute for airport assessments conducted by TSA of CLAC Member States under TSA's Foreign Airport Assessments Program.

C. Cooperative activities shall be delineated in Annexes to this MOC. When signed by the duly authorized representatives of the Parties or of the appropriate implementing authority, such Annexes shall be considered implementing arrangements under this MOC. The Parties agree that such Annexes shall contain a description of the cooperation to be performed, the personnel and other resources required to accomplish the tasks, the estimated costs, implementation plans and duration of such cooperation, and any such terms and conditions applicable to such cooperation.

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**Article IV
Financial Provisions**

Each Party shall be responsible for any expenses it incurs during implementation of this MOC. If certain activities require financing that is not available to one of the Parties, the other may cover these costs if previously agreed upon in an Annex to this MOC, and this shall not indicate any type of dependent relationship. All activities conducted pursuant to this MOC, and to the Annexes to this MOC, are subject to the availability of appropriated funds, necessary resources and personnel.

**Article V
Methods of Communication**

All communications between DHS/TSA and CLAC on all matters related to this MOC shall be channeled through the following offices:

1. CLAC Secretariat:

Latin American Civil Aviation Commission
Av. Victor Andrés Belaunde 147
Lima, Perú

Telephone no. +(51 1) 422-6905 / 422-9367
Fax no. +(51 1) 422-8236

2. Office of Global Strategies of DHS/TSA:

Transportation Security Administration
Office of Global Strategies
601 South 12th Street
Arlington, Virginia 20598-6038

Telephone no. +1 571.227.1717
Fax no. +1 571.227.2577



**Article VI
Representation**

DHS/TSA and CLAC will endeavor to meet at least once every three years, or more often if so agreed by the Parties, for the purpose of reviewing progress made on joint activities. These meetings will be held at DHS/TSA headquarters in Washington or CLAC Secretariat headquarters in Lima, or at another location as mutually agreed upon by the Parties.

**Article VII
Confidentiality**

A. Each Party shall take all practicable steps to ensure that information provided or generated pursuant to this MOC is protected from further disclosure. In furtherance of that objective, each Party shall take steps, to the extent consistent with domestic law to ensure that:

1. It does not use Sensitive/Restricted Information exchanged under this MOC, for purposes other than what is provided for in the Annexes under this MOC.
2. It complies with any distribution and access restrictions on information that is provided pursuant to the Annexes under this MOC.
3. It investigates in all cases in which it is known or where there are grounds for suspecting that Sensitive/Restricted Information exchanged under this MOC has been lost or disclosed to persons not authorized to receive such information under the terms of this Agreement, and promptly and fully informs the other Party of the details of any such occurrences, and the final results of the investigation and of the corrective action taken to preclude recurrences.

B. Each Party shall ensure that access to Sensitive/Restricted Information exchanged under this MOC is limited to those persons who possess requisite security clearances and have a specific need for access to the information as specified in an Annex to this MOC.

**Article VIII
Privileges and Immunities**

Nothing in this MOC or in its Annexes constitutes an express or implied waiver by either Party of its privileges and immunities under law.



**Article IX
Duration and Termination**

This MOC shall remain in force for an indefinite period. However, either Party shall have the right to terminate it by providing the other with six months of advance notice in writing. In the event one of the Parties terminates this MOC, both organizations shall adopt the necessary measures to ensure that such termination does not compromise the implementation of projects already under way within the framework of this MOC. Each Party shall have one hundred and twenty (120) days to close out its activities following termination of this MOC or its Annexes. Termination of this MOC also shall terminate all Annexes subsequently concluded by the Parties pursuant to this MOC.

**Article X
Amendment**

This MOC may be amended with the mutual consent of the Parties. Each Party shall give full and satisfactory consideration to any proposal submitted by the other Party under this paragraph. All amendments shall be made in writing and duly signed by both Parties.

**Article XI
Resolution of Disagreements**

Any disagreement regarding the interpretation or application of this MOC shall be resolved through consultations between the Parties and shall not be referred to any international court or third party for resolution.

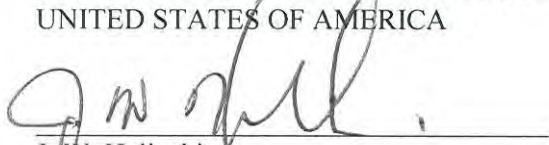
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Article XII
Entry into Force

This MOC shall enter into force upon its signature by the Assistant Administrator for Global Strategies of DHS/TSA and the President of CLAC.

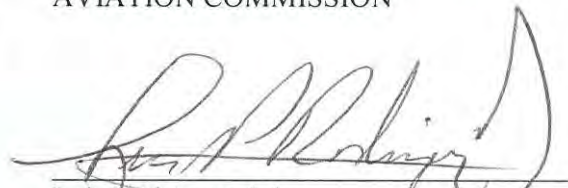
Signed in duplicate in the English and Spanish languages at Arlington, Virginia, on 6 September, 2011, both texts being equally authentic.

FOR THE TRANSPORTATION SECURITY
ADMINISTRATION
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES OF AMERICA



J. W. Halinski
TSA Assistant Administrator for Global Strategies

FOR THE LATIN AMERICAN CIVIL
AVIATION COMMISSION



Luis Rodríguez Ariza
President of CLAC

ANNEX B

TO THE MEMORANDUM OF COOPERATION BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, TRANSPORTATION SECURITY ADMINISTRATION, UNITED STATES OF AMERICA AND THE LATIN AMERICAN CIVIL AVIATION COMMISSION

PROJECT WORK PLAN FOR CIVIL AVIATION SECURITY TRAINING

ARTICLE I – PURPOSE

This Annex B to the Memorandum of Cooperation between the Department of Homeland Security, Transportation Security Administration, United States of America and the Latin American Civil Aviation Commission (hereinafter "the Agreement"), which entered into force on September 6, 2011, sets forth additional terms and conditions under which the Transportation Security Administration (hereinafter "TSA") will make available appropriate resources and services in order to conduct a civil aviation security training course, as specified herein, for appropriate civil aviation security personnel of the Latin American Civil Aviation Commission (hereinafter "LACAC") and its Member States.

ARTICLE II – DESCRIPTION OF SERVICES

- A. Subject to the availability of appropriated funds and necessary resources, the TSA will provide an aviation security training course to appropriate civil aviation security personnel of LACAC and its Member States ("course participants") in the following area:
- Technology Workshop
This workshop is a comprehensive technical assistance program designed to help participants develop a decision making framework to facilitate risk-based evaluations of aviation security technology. The workshop facilitates an understanding of aviation security risk, available countermeasures to mitigate risk, and how to select and implement those countermeasures in an operational environment.
- B. The conduct of the training course, and the provision of the resources and services necessary to carry out the training course, described in Article II.A of this Annex, will include the costs of course material, meeting space, simultaneous interpreter services, essential administrative supplies and portable office equipment.
- C. Should additional resources or services be required, the date, duration, and estimated cost of such additional resources or services will be agreed to by the TSA and LACAC in a written amendment to this Annex A or in a separate Annex. If the nature or scope of the services to be provided under this Annex B is to be modified in any substantial manner, such modification will be agreed to by the TSA and LACAC in a written amendment to this Annex B or in a separate Annex.

ARTICLE III – IMPLEMENTATION PLAN

A. The training course to be conducted under this Annex B will be implemented as follows, and in accordance with the following projected schedule:

Service/Project	Projected Dates (Begin-End)	Location	Responsible TSA Office	Responsible LACAC Contact
Technology Workshop	November 18-21, 2013	TSA Headquarters, Arlington, VA	Office of Global Strategies, Integrated Plans and Support Directorate	Marco Alfredo Ospina Yépez, Secretary of LACAC

B. The TSA and LACAC agree that the training course to be conducted, as described in Article III.A of this Annex B, is conditioned on the LACAC:

1. Making appropriate course participants, who have aviation security responsibilities relevant to the course subject (described in Article II.A above), available to attend and actively participate in the course;
2. -Providing TSA with a list of the course participants who will attend the course and the following information no later than 20 days before the start of the training course:
 - i. Family Name (surname)
 - ii. Other Names (first and middle)
 - iii. Country/Citizenship
 - iv. Gender
 - v. Date of birth (MM/DD/YYYY)
 - vi. Country of Birth
 - vii. Passport Country
 - viii. Passport Number
 - ix. Passport Expiration date (MM/DD/YYYY)
 - x. Position
 - xi. Employer
3. Agreeing that all participants will be subject to Department of Homeland Security (DHS) vetting. This vetting is a TSA requirement for visitors requesting access to U.S. Federal government facilities and requires that the information above be submitted by TSA to the DHS at least 7 days prior to the start of the visit.



ARTICLE IV – FINANCIAL PROVISIONS

- A. The estimated cost for the resources and services described in Article II of this Annex B is US\$ 19,000.00, which includes the cost of the facility to be used, the training courses, simultaneous interpreter services, and the training course material to be provided to course participants.
- B. Pursuant to Article IV of the Agreement, the TSA and LACAC agree that the TSA shall cover all of its own costs and expenses incurred under this Annex B and as estimated in Article IV.A of this Annex B.
- C. Pursuant to Article IV of the Agreement, the TSA shall provide and be responsible for any and all costs associated with the following:
 - 1. Classroom facility
 - 2. Classroom materials (copies of the PowerPoint presentation for students, paper and pens, projector screen, whiteboard with eraser, dry erase markers and access to a color copier and color printer)
 - 3. Name tents and class roster
 - 4. Translation services during the workshop and translation of workshop materials
- D. Pursuant to Article IV of the Agreement, LACAC shall provide and be responsible for any and all costs associated with the following: Travel, lodging, per diem, local ground transportation and other incidental expenses of LACAC Secretariat staff participants. LACAC shall also coordinate with its Member States to designate officials to attend and participate in the training course described in Article II and cover the lodging, per diem, transportation and other expenses of said officials.
- E. The total estimated cost for the resources and services described in Article IV,C of this Annex B is US\$ 19,000.00.

ARTICLE V – ENTRY INTO FORCE, DURATION, AND TERMINATION

This Annex B shall enter into force on the date of the last signature and shall remain in force until the services described herein are completed and all payments, if any, are made in accordance with Article IV of this Annex B and Article IV of the Agreement, unless this Annex B or the Agreement is terminated in accordance with Article IX of the Agreement.

ARTICLE VI – ANNEX FORMING PART OF THE AGREEMENT

In accordance with Article III of the Agreement, this Annex B forms part of, and is hereby incorporated by reference in, the Agreement between the TSA and LACAC.

ARTICLE VII – AUTHORITY

The TSA and LACAC agree to the provisions of this Annex B, as indicated by the signatures of their duly authorized representatives.

FOR THE
TRANSPORTATION SECURITY

FOR THE
LATIN AMERICAN CIVIL AVIATION

ADMINISTRATION
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES OF AMERICA



Paul Fujimura
Assistant Administrator
Office of Global Strategies

Date: 18 Nov 2013

Place: Washington, DC, USA

COMMISSION



Marco Ospina Yépez
Secretary
LACAC

Date: 18/Nov./2013

Place: WASHINGTON - USA