La Embajada de los Estados Unidos de América saluda muy atentamente al Ministerio de Relaciones Exteriores de la República del Perú y tiene el honor de hacer referencia a la Nota del Ministerio No. (D):6-3/78 del 23 de Octubre de 1956 y transmitir con la presente cinco copias del Proyecto de Acuerdo sobre un "Servicio Consultivo de Aviación Civil". La ayuda técnica que sería proporcionada por técnicos de los Estados Unidos de conformidad con este Acuerdo fue solicitada en la Nota del Ministerio No. (D)6-3/12 del 27 de Marzo de 1956 y el texto del Acuerdo ha sido redactado por funcionarios de la Corporación Peruana de Aeropuertos y Aviación Comercial (CORPAC) en representación del Ministerio de Hacienda del Perú y funcionarios de la Foreign Operations Administration (FOA) en representación del Gobierno de los Estados Unidos.

Tan pronto como el Ministerio de Relaciones Exteriores conteste indicando que el Gobierno del Perú aprueba el proyecto adjunto, las respectivas dependencias de nuestros dos Gobiernos estarán en condiciones de proceder a la ejecución del Proyecto de Acuerdo según el Acuerdo General de Cooperación Técnica suscrito en nombre de los Gobiernos del Perú y de los Estados Unidos el 25 de Enero de 1951.

Embajada de los Estados Unidos de América,

Lima, 7 de Febrero de 1957.
**PROJECT AGREEMENT**

**BETWEEN**

THE FOREIGN OPERATIONS ADMINISTRATION (FOA), AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND

Ministerio de Hacienda, AN AGENCY OF THE GOVERNMENT OF PERU

(COOPERATING AGENCY)

Foya and the Cooperating Agency mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in the Standard Provisions annex and in any additional annexes attached hereto.

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented.

GENERAL AGREEMENT FOR TECHNICAL COOPERATION

ECONOMIC COOPERATION AGREEMENT

OTHER: Special Technical Services Agreement of April 13, 1954

<table>
<thead>
<tr>
<th>1. PROJECT NO.</th>
<th>2. AGREEMENT NO.</th>
<th>3. ORIGINAL</th>
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<td>One</td>
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<td>Civil Aviation Advisory Service</td>
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5. PROJECT DESCRIPTION AND EXPLANATION

(See Annex A attached)

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<thead>
<tr>
<th>6. APPROPRIATION SYMBOL</th>
<th>7. ALLOTMENT SYMBOL</th>
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<tr>
<td>(b) Contract Services</td>
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<tr>
<td>(c) Commodities</td>
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<td>(d) Other Costs</td>
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9. COOPERATING AGENCY CONTRIBUTION - DOLLAR EQUIVALENT

$1.00 = 19 Soles

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<th>10. SPECIAL PROVISIONS</th>
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<th>DATE OF ORIGINAL AGREEMENT</th>
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FOR THE COOPERATING AGENCY FOR THE DIRECTOR, FOA
A. As used herein, "ICA" means the International Cooperation Administration, any component agency, and any successor agency. "Cooperating Agency" means the agency which is a party to this Project Agreement with ICA and "Cooperating Country" means the country of the Cooperating Agency. "Local Currency" means currency originally issued by the Cooperating Country as a medium of exchange therein.

B. (1) ICA will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Block 6 hereof.

(2) The Cooperating Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Block 6 hereof. The Cooperating Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Block 5 hereof or as may subsequently be agreed upon by the two parties.

C. ICA and the Cooperating Agency may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Project Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Project Agreement from other public and private agencies, and may agree upon the participation, of any such third party in carrying out activities under this Project Agreement.

D. All contributions of ICA pursuant to this Project Agreement shall be made on or before the date of the final contribution date specified herein. Except as otherwise specified herein or subsequently agreed by the two parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before that same date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

E. The procurement of commodities and contract services to be financed with an ICA contribution of currency other than that of the United States of or of the cooperating country shall be subject to all provisions of, and regulations governing, Foreign Currency Authorizations issued by ICA.

F. ICA reimbursements or advances shall, in general, not exceed the amount obtained by applying the ratio of ICA to Cooperating Agency contributions specified in the Project Agreement to the amount currently contributed by the Cooperating Agency. For example, if the Project Agreement provides for total contributions of $500,000 by ICA and $300,000 by the Cooperating Agency and if the Cooperating Agency has currently contributed $400,000, in general, reimburse or advance no more than 400. Commodities and services financed with an ICA contribution of local currency shall be subject to the following requirements:

(2) Reimbursement

An mutually agreed between ICA and the Cooperating Agency, either of the following methods may be employed for reimbursement of local currency by ICA to the Cooperating Agency:

(a) Direct Reimbursement

Once monthly or at such other intervals as may be mutually agreed between ICA and the Cooperating Agency, ICA will reimburse Cooperating Agency for local currency expenditures made by the Cooperating Agency in the procurement of approved project requirements. Each such claim for reimbursement must be supported by the following documentation:

(i) Standard Voucher SP-1146, signed by the properly accredited representative of the Cooperating Agency, and embodying the following additional certification:

"The total amount claimed hereunder was expended for the purposes authorized in Project Agreement No. ___ and is supported by the documentation required by said Project Agreement on file in the Cooperating Agency."

(ii) A report in the format prescribed by the ICA Controller, certified as true and accurate by the properly accredited representative of the Cooperating Agency, in support of each such claim for reimbursement.

(b) Advances

Once monthly or at such other intervals as may be mutually agreed upon between ICA and the Cooperating Agency, ICA may advance local currency to the Cooperating Agency for operating purposes. The initial advance will be in an amount agreed upon between ICA and the Cooperating Agency as necessary to cover estimated project expenditures for a specified time period, and will be supported by a budget developed and approved by both ICA and the Cooperating Agency. When necessary to replenish the advance, the Cooperating Agency may be reimbursed for amounts actually expended by it by submitting claims for reimbursement of such amounts support by the documentation prescribed in paragraph (a)(ii) above. On the basis of such claims for reimbursement, ICA may replenish the working fund in amounts equal to, but not in excess of, the actual expenditures of the Cooperating Agency as reported, up to the total amount of the ICA local currency contribution less the amount of the initial advance.

All expenditures made by the Cooperating Agency against such advances must be supported by the documentation prescribed in paragraph (a)(ii) above and such documentation in support of the final expenditures of the Cooperating Agency must be submitted to ICA not later than 90 days after the date of the final expenditure.

(2) Documentation

With respect to all ICA contributed local currency made available to it, the Cooperating Agency agrees to maintain a separate set of accounts for all transactions financed or to be financed, and the Cooperating Agency further agrees to obtain and retain in its files, for inspection and review by ICA at any time as requested by ICA, the following documents in support of such transactions financed with such funds:

(a) Commodity Transactions:

(i) Applicable contract or purchase order between supplier and purchaser
(ii) supplier's detailed invoice and satisfactory evidence of payment
(iii) ocean or inland bill of lading, or other document evidencing delivery to the purchaser
(iv) such additional documentation (e.g., inspection certificate) as may be required from the supplier by the purchaser.

(b) Contract Services Transactions:

(i) applicable contract between contractor and purchaser
(ii) contractor's detailed invoice and satisfactory evidence of payment
(iii) a certificate by the Cooperating Agency as follows:

"The undersigned certifies that the services for which reimbursement is requested have been satisfactorily rendered and the costs thereof are properly reimbursable in accordance with the terms of the contract."
CONVENIO PARA EFECTUAR UN ESTUDIO Y REALIZAR UN PROGRAMA EN EL PROYECTO DENOMINADO "ASESORAMIENTO EN AERONÁUTICA CIVIL", QUE SE REGIRÁ DE ACUERDO CON LOS SIGUIENTES ARTÍCULOS:

ARTÍCULO I

De conformidad con el Acuerdo sobre la Prestación de Servicios Especiales celebrado entre el Gobierno de los Estados Unidos de América y el Gobierno del Perú, firmado el 13 de Abril de 1954, se celebra este Convenio entre el Ministerio de Hacienda y Comercio en representación de la República del Perú y el Director de la Misión de Operaciones de los Estados Unidos, representando al Instituto de Asuntos Interamericanos de la Administración de Cooperación Internacional, una agencia del Gobierno de los Estados Unidos de América.

ARTÍCULO II

El Gobierno de los Estados Unidos seleccionará y asignará al Perú un Grupo de Aviación Civil que comprenda un Jefe de Grupo y personal adicional que fuera necesario para llevar a cabo los programas específicos y proyectos propuestos por el Gobierno del Perú y concordados por el Gobierno de los Estados Unidos de América. El Jefe de Grupo y el personal adicional que fuera necesario quedará sujetos a la aprobación del Gobierno del Perú con anterioridad a sus respectivos nombramientos. El Jefe de Grupo escogido actuará como consultor principal del Ministro de Hacienda del Gobierno del Perú en todo asunto relacionado con la aeronáutica civil y en tal capacidad...
in so doing shall maintain direct liaison with the Minister. The Chief of Group shall also serve as consultant to the Directorate of Civil Aeronautics, the Peruvian Airport Corporation ("CORPAC"), and to other bureaus or agencies of the Government of Peru concerned with civil aeronautics and shall collaborate with those agencies in the execution of approved programs and projects and in the development of new programs and projects for consideration by appropriate authority. Members of the Group shall be subject to the direction of the Chief of Group and shall work directly with designated personnel of the Government of Peru in the conduct of studies and analyses and in the accomplishment of technical projects. They shall furnish technical advice and assistance on matters within their competence, shall demonstrate aeronautical processes and methods, and assist in the training of technical and administrative personnel of the Government of Peru employed in civil aviation.

ARTICLE III

The Government of the United States of America may from time to time, upon request to the Chief of Group from responsible civil aviation officials of the Government of Peru, detail to the Group in Peru, for periods of not more than 120 days at any one time, additional personnel for the purpose of special technical consultation and assistance related...
ing to existing or proposed projects. These experts shall be considered to be members of the Group to Peru while so detailed.

ARTICLE IV

Personnel of the Group shall be assigned or detailed in accordance with the laws of the Government of the United States of America governing such assignments. The duration of the assignment of each person shall be based on the duties contemplated and the probable time required for completion of the project involved. However, the assignment of any person may be terminated upon the request of the Government of Peru or by recall by the Government of the United States of America upon 30 days' notice by either Government.

ARTICLE V

Salaries and allowances (including per diem during official travel performed under the project), of the personnel of the Group and the cost of transportation for them, their families, and household and personal effects between the United States of America and Lima, Peru, shall be paid by the Government of the United States of America in accordance with its laws and regulations.

ARTICLE VI

The Government of Peru shall furnish the members of the Group transportation or pay the cost thereof, which is required in the conduct of their duties in Peru. Should a vehicle be assigned

ARTICULO IV

El personal del Grupo será designado o destacado de acuerdo con las leyes del Gobierno de los Estados Unidos de América que rigen dichos nombramientos. La duración del nombramiento de cada persona dependerá de los servicios contemplados y el tiempo probablemente necesario para completar el proyecto en cuestión. Sin embargo, podrá dar por terminada la designación de cualquiera persona a solicitud del Gobierno del Perú o por llamada del Gobierno de los Estados Unidos de América con treinta días de aviso por cualquiera de los Gobiernos.

ARTICULO V

Los sueldos y partidas para costo de vida del personal del Grupo y gastos de transporte para ellos, sus familias y para el mensage de casa y efectos personales entre los Estados Unidos de América y Lima, Perú, serán pagados por el Gobierno de los Estados Unidos de América de acuerdo con sus leyes y reglamentos.

ARTICULO VI

El Gobierno del Perú proporcionará los medios de transporte o sufragará los gastos necesarios que incurran los miembros del Grupo en el cumplimiento de sus obligaciones en el
to the Group for its official use, the Government of Peru shall provide members of the Group with licenses or permits required for its operation.

ARTICLE VII

The Government of Peru shall furnish the Group suitably equipped private offices, bilingual clerical assistance, and such other services as are required by the Group for the fulfillment of its functions.

ARTICLE VIII

Neither the Government of the United States of America nor any member of the Group will be held responsible for the obligations of paying any civil liability incurred for third person or property damage caused involuntarily by any member of the Group while acting within the scope of his duties.

ARTICLE IX

The Government of Peru shall provide the members of the Group with necessary credentials for identification for their use in facilitating travel into and within Peru.

ARTICLE X

The Government of the United States of America shall instruct the members of the Group that they must not, during the period the Group is in operation and thereafter, divulge or reveal to any unauthorized person or Government of any country any
confidential or secret matter of which they become cognizant as the result of activities carried out by the Group.

ARTICLE XI

a. The Government of Peru shall reimburse the Government of the United States of America twenty per cent of the amount of salary and allowances (other than per diem paid for official travel performed under the project) paid by the Government of the United States of America to each member of the Group assigned pursuant to Article II above; provided, however, that the amount to be paid by the Government of Peru shall not exceed $2,000 per year for the Chief of Group and $1,500 per year for each additional member of the Group so assigned, or an equivalent amount in soles based on the rate of exchange in effect at the time payment is due. Such reimbursement shall be made at intervals of six months upon submission by the Government of the United States of America to the Government of Peru of a statement of the obligation of the Government of Peru for such reimbursement. To facilitate the orderly and timely execution of the above provision, the Executive Officer of the ICA-USOM/Peru will submit to the Ministry of Hacienda statements of payments due at intervals of six months from the signing of this Agreement, with copies of these statements to be attached to these payments and forwarded through appropriate U.S. Channels to the U.S. Treasury.

b. The Government of Peru shall llevadas a cabo por el Grupo mientras que el Grupo esté en funciones y aún después que cese en ellas.

ARTÍCULO XI

a. El Gobierno del Perú reembolsará al Gobierno de los Estados Unidos de América un veinte por ciento del monto pagado por el Gobierno de los Estados Unidos de América a cada miembro nombrado y acreditado del Grupo de acuerdo con lo expuesto anteriormente en el Artículo II por concepto de sueldos y asignaciones (fuera de viáticos pagados por concepto de movilidad oficial llevados a cabo bajo el proyecto), siempre que la suma que deba pagar el Gobierno del Perú no exceda de $2,000 al año para el Jefe del Grupo y $1,500 por año por cada miembro adicional del Grupo así acreditado, o una cantidad equivalente en soles basada en el tipo de cambio vigente en la fecha que deba efectuarse el pago. Tales reembolsos serán efectuados semestralmente, al transmitir el Gobierno de los Estados Unidos de América al Gobierno del Perú la cuenta que acredita su obligación por este reembolso de parte del Gobierno de los Estados Unidos de América. Para facilitar la ordenada y oportuna ejecución de la estipulación arriba indicada, el Funcionario Ejecutivo de ICA-USOM/Perú someterá estados de pago vencidos en intervalos de seis meses a partir de la firma de este Acuerdo al Ministerio de Hacienda y Comercio, y adjuntando copias de estos estados de cuenta a estos pagos se enviarán a la Tesorería de los Estados Unidos de América mediante los conductos apropiados de los Estados Unidos de América.

b. El Gobierno del Perú no reembol-
not reimburse the Government of the United States of America for any amount of salary and allowances paid by the Government of the United States of America to any member of the Group detailed pursuant to Article III above, for the period of such detail; provided, however, that if any member of the Group detailed in accordance with Article III above, is later assigned in accordance with Article II above, the Government of Peru shall reimburse the Government of the United States of America in accordance with paragraph (a) of this Article XII, for the period of such assignment.

ARTICLE XII

The assignment of the Group to Peru will be effective for a period of three years from the date of the signing of this Agreement, or until three months after either Government has informed the other Government in writing of the intention to dispense with the services of the Group whenever it is the earlier; subject, however, to the availability of appropriations and personnel for this purpose. If, during the life of this project, either Government should consider desirable the expansion or other modification of the activities carried out under these arrangements, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing on an amendment to this Agreement.

ARTICLE XIII

In accordance with the general Point IV Agreement, signed at Lima...
on January 25, 1951, the Government of Peru will provide all necessary information concerning this project, and give full publicity thereon; will provide the maximum possible coordination and integration of technical cooperative programs carried on in Peru; will endeavor to make effective use of project results; and will provide cooperation in mutual exchange of technical knowledge with other friendly countries which participate in technical cooperative programs associated with this project. Similarly, the Government of Peru will accord to the members of the Group the treatment envisaged in Supreme Decree No. 325, dated June 22, 1951 in respect to exemption from custom duties and additional import taxes and from income tax, and further, any funds, materials and equipment introduced into Peru by the Government of the United States of America pursuant to this project shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

25 de Enero de 1951, el Gobierno del Perú proporcionará toda la información necesaria en lo que concierne al presente proyecto, y le dará amplia publicidad; contribuirá a la máxima coordinación e integración posible en los programas técnicos de cooperación que se llevan a cabo en el Perú; se esforzará en hacer uso efectivo de los resultados del proyecto; y proporcionará su cooperación en el intercambio mutuo de conocimientos con otros países amigos que participan en programas de cooperación técnica asociados con este proyecto. Asimismo, el Gobierno del Perú acordará a los miembros del Grupo el tratamiento contemplado en el Decreto Supremo No. 325 de fecha 22 de Junio de 1951, respecto a exoneración de derechos de aduanas e impuestos adicionales de importación; así como del impuesto a la renta; y además cualesquier fondos, materiales y equipo que el Gobierno de los Estados Unidos de América introduzca al Perú de conformidad con el presente proyecto estarán exentos de impuestos, cargas por servicios, requisitos de inversión o depósito y controles de cambio.
El Ministerio de Relaciones Exteriores saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América, y con referencia a su atenta nota N° 241 de 7 de los corrientes, con la que se sirvió enviar copias del Proyecto de Acuerdo sobre un "Servicio Consultivo de Aviación Civil", se complica en manifestarle que el gobierno Peruano ha aprobado dicho proyecto de acuerdo, pudiendo, en consecuencia, la Corporación Peruana de Aeropuertos y Aviación Comercial (CORPAC), en representación del Ministerio de Hacienda del Perú, y funcionarios de la Foring Operations Administration (FOA), en representación del Gobierno de los Estados Unidos de América, proceder a la concertación del citado Acuerdo sobre un "Servicio Consultivo de Aviación Civil", según los términos del Acuerdo General de Cooperación Técnica vigente entre el Perú y los Estados Unidos de América.

El Ministerio de Relaciones Exteriores aprovecha la oportunidad para reiterar a esa Honorable Embajada las seguridades de su más alta y distinguida consideración.

Lima, 27 de febrero de 1957.

A la Honorable Embajada de los Estados Unidos de América.

Ciudad.-