



Terms and Conditions for the Acquisition of an Implementation Package (iPack)

The acquirer of the Implementation Package hereinafter referred to as “Acquirer”;

The International Civil Aviation Organization, hereinafter referred to as "ICAO";

Hereinafter referred to as the “Parties”;

AGREE ON THE FOLLOWING:

1. GENERAL PROVISIONS

1.1 The Parties enter hereby into an agreement for technical support in the field of aviation capacity building through the deployment of an ICAO Implementation Package, hereinafter referred to as “iPack”. The services to be provided through the iPack by ICAO will be as specified in these Terms and Conditions (T&C).

1.2 The services will be provided through the ICAO Technical Cooperation Bureau (TCB) in response to requests submitted by the Acquirer. The Acquirer shall retain overall responsibility for the implementation of the Project(s).

1.3 The services will be provided in accordance with ICAO’s policies, practices, procedures and rules, and subject to all necessary funds having been made available to ICAO.

1.4 The Parties shall maintain close consultations respecting all aspects of the provision of the services through the iPack.

1.5 Any change to the duration or the scope of the iPack shall require negotiations between the Parties.

1.6 In the performance of their duties, the ICAO personnel or contractors shall collaborate closely with officials of the Acquirer and shall support them in the execution of the iPack, in conformity with such general guidelines as the Acquirer may establish in consultation with ICAO. ICAO shall furnish to its personnel or contractors whatever guidance ICAO deems necessary for the successful implementation of the iPack.

1.7 Unless the Parties agree otherwise, the Acquirer shall be solely responsible, using funds other than those committed for the iPack, for the recruiting of local personnel and payment of their salaries and benefits, as well as for the administrative and logistical support (local secretarial and personal services,

offices, locally produced equipment and supplies, transportation within the country, and communications) required for the execution of the iPack and the provision of the services and related support.

1.8 The funds and activities related to iPack, other than those specified in 1.7, will be administered according to applicable ICAO regulations, rules, directives, procedures and practices.

1.9 The obligations assumed by the Parties under these T&C shall continue to exist after termination and/or completion of these T&C to the extent necessary to permit the orderly finalization of activities, the withdrawal of personnel, the distribution of funds and assets, the liquidation of accounts existing between the Parties, and the settlement of contractual obligations. Additional funds, if necessary, to cover the above-mentioned expenditures shall be provided by the Acquirer.

1.10 Nothing in these T&C will constitute either Party acting as agent for the other Party for any purpose, and nothing herein will be construed as granting either Party the right to make commitments of any kind for or on behalf of the other Party.

1.11 The activities under these T&C are calculated and budgeted as a lump sum on a full recovery costs basis. The remaining balance of unused funds, if any, is transferred to ICAO's Technical Cooperation Administrative and Operational Services Cost (AOSC) Fund.

2. General iPack Rules and Regulations

2.1 An iPack is a bundle of standardized guidance material, training, tools and expert support which aim to facilitate and guide the implementation of ICAO provisions for State entities, aviation service providers, supply chain stakeholders and their personnel. An iPack is a self-contained package composed of the relevant guidance material, standardized training, tools, subject matter expertise, and guidance for procurement, when applicable.

2.2 The Director of TCB will delegate the responsibility for the execution, monitoring and administrative oversight of the iPack deployment activities to the appropriate level within the Bureau and to an iPack Implementation Coordinator to be designated as he/she deems necessary.

2.3 The iPack deployment will follow the work plan prepared by the iPack Subject Matter Expert (SME) in close consultation with the designated Acquirer's focal point.

2.4 All iPack deployment activities, including reports and/or deliverables prepared by the SME shall be reviewed by ICAO Headquarters and/or the relevant Regional Office, as appropriate.

2.5 ICAO will recruit and deploy international experts in accordance with ICAO policies, practices, Field Staff Services Rules and applicable processes and procedures. The deployment of the SME will be undertaken upon the receipt of funds by ICAO. The deployment date will be agreed upon between ICAO and the Acquirer, based on the iPack's requirements which may consist of remote support.

2.6 The courses that are part of the iPack shall be delivered to the participants nominated by the focal point to be designated by the Acquirer, in the order coordinated by the ICAO.

2.7 Participants are required to register for a course no later than two weeks prior to the start date. Course registrations are transferable to other participants nominated by the Acquirer with written notification, no later than one week prior to the course start date.

2.8 ICAO publications included in the iPack in digital format are protected by security features. No editing nor printing of the original content is permitted.

2.9 The iPack may contain materials which are expressly attributed to third parties or are the property and responsibility of such third parties and not of ICAO and, therefore, does not imply endorsement or approval of their content by ICAO. Use of those materials is subject to the legal terms and conditions contained therein.

2.10 When using components of the iPack hosted on the ICAO website, links to other websites of interest may be found. ICAO cannot be held responsible for the protection and privacy of any information which are provided while visiting such sites and such sites are not governed by the ICAO privacy statement

2.11 The iPack acquisition and subsequent deployment will take effect upon concluding the sales transaction and receipt of the full amount of the iPack cost by ICAO. Any change, amendment or revision to the iPack acquisition and deployment (including scope, duration, budget, responsibilities, or other), will need to be requested by the Acquirer in writing and will become effective only after written agreement by both Parties.

2.12 The deployment of the iPack can be terminated at any time if after two formal notifications from ICAO, should the Acquirer continue not to fulfil the obligations under these T&C.

3. FINANCING PROVISIONS

3.1 The total cost of the iPack, which includes its management, is indicated in the ICAO Online Store. The total cost of the iPack cannot exceed the amount reflected in the Online Store without the prior agreement of the Acquirer.

3.2 All cash receipts to, and payments made by ICAO under these T&C shall be recorded in a separate account, opened, inter alia, in order to place on record the receipt and administration of payments. All payments made to ICAO shall be made in U.S. dollars and deposited in ICAO's bank account as follows:

Pay to: //CC000305101
Royal Bank of Canada
Ste. Catherine and Stanley Branch
Montréal, Quebec, Canada
H3B 1H7
Bank Code: 003
Transit Code: 05101
Swift Code: ROYCCAT2

For credit to: 400-416-4

Swift code: ROYCCAT2

3.3 ICAO shall not be obliged to begin or continue the provision of the iPack until payment has been received, nor to pay or commit any sums exceeding the funds deposited in the aforementioned account.

3.4 If due to unforeseen circumstances the funds received under these T&C prove insufficient to cover the total cost of provision of the services, ICAO shall inform the Acquirer to that effect and additional funds shall be made available to ICAO before the continuation of the deployment of the iPack.

4. SETTLEMENT OF DISPUTES

4.1 Any dispute, controversy or claim arising out of or relating to these T&C, or the breach, termination or invalidity thereof, shall be settled, in the first instance, by direct negotiations between the Parties. If unsuccessful, such dispute, controversy or claim shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, as in force at the time of arbitration. The place of arbitration shall be Montréal, Province of Quebec, Canada, conducted in the English language. Arbitration shall be conducted by one arbitrator. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

5. ICAO PRIVILEGES AND IMMUNITIES

5.1 Nothing in or relating to these T&C shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ICAO, its officers, staff, assets and funds, either pursuant to the *Convention on the Privileges and Immunities of the Specialized Agencies*, 1947 or other applicable conventions, agreements, laws or decrees.

5.2. The Acquirer shall indemnify, defend, and hold and save harmless, ICAO and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses, and liability of any kind or nature brought against ICAO, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments, and damages. For the avoidance of doubt, the Acquirer shall be obligated, at its sole expense, to defend ICAO and its officials, agents, and employees, regardless of whether the suits, proceedings, claims, and demands in question actually give rise to or otherwise result in any loss or liability.

5.3. ICAO shall advise the Acquirer about any such suits, proceedings, claims, demands, losses, or liability within a reasonable period of time after having received actual notice thereof. ICAO shall have control over any assertion or defense of the privileges and immunities of ICAO or any matter relating thereto, including the assertion or defense that ICAO is acting as mandatory for the Acquirer, for which only ICAO itself is authorized to assert and maintain. ICAO shall have the right to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing and shall also be indemnified, held, and saved harmless by the Acquirer for such litigation costs and expenses and attorney's fees.

5.4 The obligation under this clause shall survive the termination or completion of these T&C.

6. CONFIDENTIALITY

6.1 Each Party undertakes to observe and protect the confidentiality of documents, information and data of the other Party marked as confidential and acquired within the framework of these T&C.

6.2 The Parties will continue to observe and protect confidentiality under this Section 6 notwithstanding the discontinuation of these T&C.

7. CORRESPONDENCE

7.1 All correspondence relating to the implementation of these T&C shall be addressed to:

ICAO:

Chief
Field Operations Section
International Civil Aviation Organization
999 Robert-Bourassa Boulevard
Montreal, Quebec
Canada H3C 5H7

Acquirer:

[At contact details provided
when purchasing the iPack through the online
store]

7.2 The Acquirer shall keep ICAO duly informed of all measures which it adopts for the fulfilment of these T&C or which may affect these T&C.

8. ENTRY INTO FORCE, AMMENDMENTS AND TERMINATION

8.1 These T&C shall come into force on the date on which it has been signed by both Parties. It shall continue to be in force until terminated.

8.2 These T&C may be amended at any time by written agreement between the Parties.

8.3 These T&C may be terminated at any time, by either Party, giving to the other Party a written notification. These T&C shall terminate sixty (60) calendar days after receipt of the notification.