Financial Terms and Conditions

By purchasing this iPack, payment of the full cost of the iPack either by Credit Card in the ICAO Store or transfer to ICAO’s bank account as indicated below is required.

Pay to: //CC000305101
Royal Bank of Canada
Ste. Catherine and Stanley Branch
1140 Ste. Catherine Street West
Montreal, Quebec
Canada H3B 1H7

For credit to: 05101 404 6 892 iPack “(insert iPack title)”
ICAO Pool Account
Swift code: ROYCCAT2

The transaction for the purchase of the iPack will only be considered as finalized and the iPack deployment as operationally active upon signature of this document and receipt of the full amount of the iPack cost by ICAO. ICAO shall not be obliged to begin the deployment of the iPack and any of its components until the full payment for this iPack has been received.

The iPack is sold on a lumpsum basis covering the total costs of the iPack including an administrative overhead charge. Only in case of an approved request for refund by ICAO any applicable balance will be returned.

ICAO will maintain the financial accounting and budgetary control of the iPack deployment, in accordance with its Financial Regulations and Rules, applicable policies and practices. ICAO will not provide any financial statements relating to this iPack.

Refund Policy

Requests for exchange or refund must be submitted in writing to tcb@icao.int within five business days after the purchase date of the iPack.
Once the request has been approved by ICAO, a deduction for any costs incurred and an administrative charge of 25% will be made. The Purchaser will be informed in writing of the approved exchange or refund and the amount will be transferred within a two-month period.

**Termination Policy**

Requests for an early termination including proper justification must be submitted in writing to tcb@icao.int. The deadline for submitting such request is 30 days after the date of the acceptance of this agreement.

Once the request has been approved by ICAO, a deduction for any costs incurred and an administrative charge of 25% will be made. The Purchaser will be informed in writing of the approved termination and the amount will be transferred within a two-month period.

In case the Purchaser does not meet the Obligations described in this agreement or if it becomes unfeasible for ICAO to proceed with the deployment of the iPacks, ICAO may terminate the iPacks deployment at any point having given twice written notice to the Purchaser within a two weeks’ period.

**Obligations of the Purchaser**

Within the two working days of the acceptance of this agreement, the Purchaser will communicate to ICAO/TCB in writing at tcb@icao.int the name of the iPacks focal point, who will be qualified in the subject matter and will be available during the duration of the iPacks to work and coordinate with ICAO.

Not later than two weeks after the acceptance of this agreement, the Purchaser must submit to ICAO/TCB all relevant documents to ensure the iPacks’ Subject Matter Expert can prepare a draft work plan and commence iPacks activities upon the start of his/her assignment.

The Purchaser is required to obtain all necessary authorizations required for remote access to work sites and restricted documents that the iPacks’ Subject Matter Expert will need to review as part of his/her assignment. The iPacks’ Subject Matter Expert has signed a confidentiality clause as part of his/her assignment with ICAO for the deployment of the iPacks to ensure strict confidentiality.

The Purchaser ensures that the assigned iPack focal point and his/her counterparts at all times have a reliable internet connection with sufficient bandwidth allowing file sharing and teleconferencing ICAO/TCB and the iPacks’ Subject Matter Expert.

Within the first week of the assignment of the iPacks’ Subject Matter Expert, the Purchaser’s Focal Point will develop conjointly with the iPacks’ Subject Matter Expert a detailed work plan, including: targets, milestones, responsibilities and specific tasks, as appropriate in conformity with the Objectives and duration of iPacks deployment outlined in the iPacks product description.

The Purchaser acknowledges receipt of all deliverables within 5 business days following the reception, or as otherwise indicated in the approved work plan.
The assigned iPack Coordinator/focal point and counterparts will review all deliverables received from the iPack’s Subject Matter Expert to expedite the approval processes of the iPack deliverables and not to delay subsequent activities. If no objection to the deliverables is received by ICAO/TCB within 5 business days, the deliverables will be considered as accepted.

The Purchaser agrees to follow up with Government authorities to ensure the adoption and promulgation of updated/new regulations as may be necessary and take necessary actions on the iPack deliverables for achieving the iPack Objectives. The full benefits of the iPack deployment will only be achieved with complete engagement and active participation from the Purchaser’s relevant authorities.

The Purchaser agrees to provide ICAO/TCB with a performance evaluation of the iPack’s Subject Matter Expert and the iPack deliverables at the end of the deployment. Three months after the end, the Purchaser will provide ICAO/TCB an evaluation on the overall effectiveness of the iPack.

**General iPack Rules and Regulations**

The iPack deployment is executed administratively under the direction of the Director, TCB, in accordance with the applicable United Nations, ICAO and TCB policies, rules, regulations, processes and procedures. The Director, 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 the iPack Implementation Coordinator as he/she deems necessary.

The iPack deployment will follow the work plan prepared by the iPack’s Subject Matter Expert in close consultation with the designated Purchaser’s focal point.

All iPack deployment activities, including reports and/or deliverables prepared by the iPack’s Subject Matter Expert may be reviewed by ICAO Headquarters and/or Regional Office, as appropriate.

**iPack Subject Matter Expert (SME)**

ICAO will recruit and deploy an international expert in accordance with ICAO policies, practices, ICAO/TCB Field Staff Services Rules and applicable processes and procedures. The lead-time required for the recruitment of the SME is up to three weeks from the receipt of funds at ICAO until the deployment, which based on the iPack’s description or specific conditions, may consist of remote support. This period may change depending on the specific demand of the iPack at the time of the acceptance of this agreement. If this were the case, ICAO/TCB will coordinate the deployment date with the Purchaser.

**Course and Workshop Delivery**

The course/s and, when applicable, workshop/s, that are part of the iPack have to be delivered to the participants nominated by the Purchaser’s Focal Point in the order coordinated by the iPack Subject Matter Expert.
Participants are required to register for a course/workshop no later than two weeks prior to the start date. Course/workshop registrations are transferable to other participants nominated by the Purchaser with written notification, no later than one week prior to the course/workshop start date.

Use of ICAO Digital Publications

ICAO publications in digital format are protected by security features and require Adobe Reader ([How to install Adobe Reader](#)).

- All ICAO Publications’ files are made available in PDF format;
- Annotations and copy and paste is permitted;
- No editing of the original content is permitted; and
- Printing is not permitted.

Your username and password to access the publications that are part of the iPack will be the same to access the ICAO online store.

External Content

The iPack may contain materials 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 documents is subject to the legal terms and conditions contained therein.

Furthermore, when using components of this iPack hosted on the ICAO website, you may find links to other websites of interest. However, once you follow these links to leave the ICAO site, kindly note that ICAO does not have any control over the other websites. Therefore, ICAO cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and such sites are not governed by the ICAO privacy statement. You should exercise caution and look at the privacy statement applicable to the websites in question.

Legal Terms and Conditions

The iPack purchase and subsequent deployment will come into force upon concluding the sales transaction and receipt of the full amount of the iPack cost by ICAO.

Any change, amendment or revision to this iPack purchase and deployment (including scope, duration, budget, responsibilities, or other), will need to be formally requested by the purchaser in writing and will become effective only after written agreement by both Parties.

The project can be terminated at any time if after two formal notifications from TCB the Purchaser continues not to fulfill the obligations described above in this document.
Nothing contained in or relating to this document shall be deemed a waiver, express or implied, of any of the privileges and immunities of ICAO and its personnel. The Purchaser shall indemnify, hold harmless and, in consultation with ICAO, defend ICAO, including its personnel, from any and all actions, claims or other demands arising out of any act performed by ICAO on behalf of the Purchaser pursuant to these iPacks Terms and Conditions document. The obligation under this clause does not lapse upon termination or completion of the iPack deployment.

This document was developed in English by the parties. Any document related to the deployment of this iPack project that is required by the Purchaser to be translated into another official language of ICAO, as may be required, shall be performed by ICAO and charged to the Purchaser, as appropriate. Any document related to the deployment of this iPack project that is required by the Purchaser to be translated into any other language not an official language of ICAO, shall be translated by Purchaser. In case of disagreements on the text of any of the documents, the prevailing version will be the text in the original English language.

Furthermore, these Terms and Conditions for the Deployment of iPacks include the Terms and Conditions for the use of the ICAO web site and its Privacy Policy.

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