



26 January 2000

Letter of Assist New Zealand/UNTAET Assist/2000-06

Subject: Provision of Helicopter Support for UNTAET - 12 February 2000 through 11 February 2001

Dear Ambassador Powles,

I have the honour to request the agreement by the Government of New Zealand (hereinafter referred to as the "Government") to provide long-term air transportation services to the United Nations, in accordance with the following terms and conditions of this letter and its attachments (hereinafter referred to as the "Letter of Assist" or "LOA").

Requirements

Your Government shall provide four Huey UH-1H helicopters on a reimbursable basis for the Mission in UNTAET. These aircraft are to be provided for a term of one year, from 12 February 2000 through 11 February 2001. The General Terms and Conditions for the Provision of Long-Term Aviation/Air Transportation Services attached hereto shall apply, along with the following attachment to those General Terms and Conditions: Painting and Marking Instructions.

Reimbursement

The United Nations shall reimburse your Government for satisfactory performance and costs specified in Section 8 of the attached General Terms and Conditions, up to US\$1,138,112.00. Reimbursement by the United Nations shall be made in the currency of billing subject to the current Official United Nations Exchange Rate, unless your Government requires otherwise.

Reimbursement by the United Nations under this LOA shall be made upon receipt of your Government's invoices and certification (signed by the authorized United Nations Official) that the services were satisfactorily performed. Invoices should cite the LOA and requisition numbers and the name of the peacekeeping mission. Your Government's invoices should be sent to Mr. Compton Persaud, Chief, Finance Management and Support Service, FALD. If any problems should arise with the actual flying hours invoiced for this requirement, please contact FALD prior to submitting the invoices.

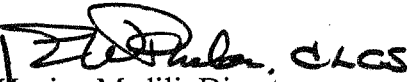
H.E. Mr. Michael John Powles
Ambassador Extraordinary and Plenipotentiary
Permanent Mission of New Zealand
to the United Nations
One United Nations Plaza, 25th Floor
New York, NY 10017

If your Government agrees to this Letter of Assist, please countersign where indicated below and return a copy of the signed Letter to:

Mr. Hocine Medili, Director
Field Administration and Logistics Division
Department of Peacekeeping Operations

I take this opportunity to thank your Government for its continued support to United Nations peacekeeping operations.

Yours truly,


Hocine Medili, Director
Field Administration and Logistics Division
Department of Peace-keeping Operations

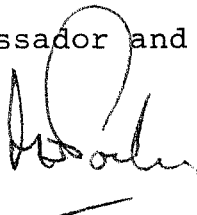
Accepted on behalf of the Government of New Zealand

Name: Michael John Powles

Date: 21 December 2000

Title: Ambassador and Permanent Representative

Signature:



**GENERAL TERMS AND CONDITIONS OF LETTER OF ASSIST FOR
THE PROVISION OF LONG TERM AVIATION/AIR TRANSPORTATION SERVICES
INVOLVING STATE AIRCRAFT**

TREATY NO. 11
B2000/12

1. Letter of Assist documents

1.1 The cover letter and these Terms and Conditions constitute the entire Letter of Assist (hereinafter referred to as the "Letter of Assist") for the provision of long term air transportation services by the Government in support of United Nations peacekeeping activities.

2. Services

2.1 Aviation/Air Transportation Services (hereinafter referred to as the "services") are an important and essential part of United Nations peacekeeping operations. The purpose of the services is to support the United Nations peacekeeping activities mandated by the Security Council. These services may include, but not limited to, cargo resupply, troop movements, VIP transport, medical transport (CASEVAC and MEDEVAC), search and rescue, support for airmobile operations, and patrol observation and monitoring flights. Due to the nature of peacekeeping operations, such services may involve operation into hostile areas or fields where there is no ground support or where airfield security cannot be guaranteed.

2.2 These General Terms and Conditions shall govern the use of State aircraft providing services to the United Nations under Letters of Assist. For purposes of these General Terms and Conditions, State aircraft comprise aircraft owned, leased or chartered by a Government, providing aviation/air transportation services for United Nations peacekeeping operations under United Nations Letters of Assist, excluding aircraft operated by the military of that Government solely for military operations by such Government.

3. Aircraft and Crew

3.1 The **Government of New Zealand** (hereinafter referred to as the "Government") shall provide to the United Nations the services of **four Huey UH-1H Helicopters** (hereinafter referred to as the "Aircraft") with **66 personnel** in connection with the peace-keeping activities of **UNTAET**. The contingent and its personnel, shall form part of the mission in the same way as any other contingent and in accordance with the existing rules and regulations contained in the "**Guidelines for Troop-Contributing Countries**."

3.2 The Aircraft shall, inter alia, be capable of the following configurations:

- a) **Cargo:** For internal/external cargo complete with proper cargo straps and tie-downs for a maximum 680 kg.
- b) **Passenger:** Removable seats for 5 passengers and 2 door gunners or 9 passengers without door gunners, complete with 9G rated seat-belts for each seat.
- c) **CASEVAC/MEDVAC:** With removable litter kits for casualty or medical evacuation flights for a maximum of 3 litter cases with 2 door gunners.
- d) **Patrol/Observation/Monitoring (Reconnaissance).**
- e) **Flight Instruments:** National instrumentation necessary/required for IFR/Night conditions.
- f) **Maximum Range:** Aircraft shall be capable of a minimum range of 200 NM or 350 NM with auxillary fuel cell installed.
- g) **Maximum cruise speed of 110 knots.**

- 3.3 In addition to the above, the aircraft shall include the following minimum equipment:
- a) **Global Positioning System (GPS);**
 - b) **VHF and HF communications equipment compatible with UNTAET communications equipment;**
 - c) **Automatic Emergency Locator Transmitter (ELT) on each aircraft;**
 - d) **Transponder;**
 - e) **Passenger Briefing Cards in English;**
 - f) **Posted No-Smoking signs prohibiting smoking on the aircraft in English**
 - g) **Fire extinguishers and first aid kits;**
 - h) **Survival kits appropriate to the mission area for crew only;**
 - i) **Removable litter kits for 3 cases;**
 - j) **Radar Altimeter;**
 - k) **VOR, NDB, LLZ;**
 - l) **A flotation device (life jacket) for each passenger when conducting flights over water;**
- 3.4 Due to the sensitive nature of UN flights, the flight crews will possess the following minimum qualifications:
- a) **The Aircraft Captain for any sortie tasked by the UN will have a minimum of 700 total flight hours, with a minimum of 500 actual flight hours in the aircraft**
 - b) **The Co-Pilot will have a minimum of 100 actual flight hours in the aircraft.**

4. Term

- 4.1 The term of this Letter of Assist is for **one year, effective from 12 February 2000 until 11 February 2001.**

5. Aircraft availability

- 5.1 A minimum of two aircraft shall be available on a daily basis:

6. Flight Time

- 6.1 The Government shall provide **a total of 132 flight hours per month not to exceed a total of 1,584 flight hours for the term, from 12 February 2000 to 11 February 2001.**
- 6.2 For purposes of this Letter of Assist, "**flight time**" means the total time from the moment an Aircraft first moves under its own power for the purpose of taking off for a flight **tasked by the United Nations** until it comes to rest at the end of such flight.

7. Operational base

- 7.1 The main operational base shall be **Suai, East Timor** but for operational reasons the Aircraft may be re-deployed to another location.

8. Reimbursement

8.1 The United Nations shall reimburse the Government for the satisfactory performance of the services under this Letter of Assist the following costs:

(a) **US\$668 per** flying hour of flight time for the Aircraft which includes all costs for operations, maintenance, inspections, spare parts, oils, lubricants, aircraft maintenance/support equipment and appropriate aircraft manuals. This also includes night security/safety exercises authorized by the Mission's air specialist.

(b) **US\$** for positioning of the aircraft which includes all costs related thereto, including costs for airport services, excluding taxes from which the United Nations is exempt, as specified in paragraph 17 below.

(c) **US\$** for depositioning of the aircraft which includes all costs related thereto, including costs for airport services, excluding taxes from which the United Nations is exempt, as specified in paragraph 17 below.

(d) **US\$80,000** for painting the Aircraft or any substitution.

(e) Costs for airport services, excluding taxes from which the United Nations is exempt, as specified in paragraph 17 below, and costs for aviation fuel are not included in the cost per flying hour set out in (a) above, and shall be reimbursed and/or provided by the United Nations to the Government at actual cost provided: (i) such costs are incurred during flight time; (ii) such costs are reasonable; (iii) the Government submits to the United Nations, together with its invoice, a copy of the invoice presented to the Government.

8.2 The foregoing notwithstanding, the United Nations shall not reimburse the Government in excess of the **TOTAL TWELVE (12) MONTH PRICE of US\$ 1,138,112**.

8.3 The United Nations **shall not pay guaranteed minimum hours**, only actual hours flown that were tasked and certified by the United Nations.

8.4 Payments shall be made by the United Nations to the Government under this Letter of Assist within thirty (30) days after the United Nations' receipt of the Government's invoice and certification by the authorized United Nations official that the services for the period of the invoice have been satisfactorily performed. **The flight hours Government's invoices shall be sent to the United Nations DPKO FALD/LCS/Air Transport Unit for verification, the Air Transport Unit will then forward these invoices to DPKO FALD/FMSS. Certification for reimbursement by the United Nations requires, inter alia, signature by the United Nations official of the Aircraft Use Report showing that the flight hours covered by the particular invoice were tasked by the United Nations. All other invoices shall be reimbursed to the Government by the mission on the field.**

9. Aircraft call signs

9.1 The United Nations will, if required, assign to the Government appropriate United Nations call signs, which the Government may use only for self-deployment and redeployment of the Aircraft to and from the mission area. In addition, with respect to long term services Aircraft, once the Aircraft have arrived

at the "mission base of operation", the United Nations will assign to the Government appropriate United Nations call signs which the Government may use **only for flights which have been tasked by the United Nations**. In both of the above mentioned instances, the Government may only use the United Nations call sign together with its own usual call sign in order to ensure the proper identity of the Aircraft. In this connection, the Government must always identify itself and the Aircraft, using both call signs, in all communications with airports and in-flight agencies.

10. Aircraft painting and markings

10.1 The Government shall paint the Aircraft in United Nations livery (white) and affix "UN" markings to the Aircraft in accordance with the instructions attached hereto as Attachment 1. The Government may only use such painted and marked Aircraft for flights, which have been tasked by the United Nations.

11. Clearances

11.1 The Government shall be responsible for obtaining authorizations from governmental or other authorities and other documents necessary for the performance of the transportation under this Letter of Assist.

12. Scheduling of flights

12.1 The flights under this Letter of Assist shall conform to a flight schedule as tasked by the United Nations. The flight schedule shall specify the dates and times of departure, originating airports, routes, number of passengers and/or total weight of cargo, estimated time of arrival.

12.2 Should any flight(s) be delayed by the Government, the Government shall promptly notify the United Nations of the delay and the reasons for such delay.

12.3 If a flight is delayed, the Government shall use its best endeavours to provide alternate air transportation and shall bear any increased costs of such alternate air transportation.

13. Facilities provided by United Nations (if applicable)

13.1 The United Nations may provide the Government such facilities as are necessary for the performance of services hereunder, as agreed by the parties and set out below:

- a) **Storage for spare parts;**
- b) **Space for workshops;**
- c) **Accommodation and food for the crews and technical support personnel;**
- d) **UN Transportation for the crews.**
- e) **Security, communications and support services at the airport.**

These facilities are provided for the convenience of the Government at no cost and give rise to no liability on the part of the United Nations.

14. Reporting and accidents

14.1 In the event of any accidents or incidents involving the Aircraft, the Government shall immediately report such accidents or incidents to the United Nations and all appropriate governmental authorities,

and shall protect and preserve all evidence in connection with the accidents or incidents. In addition, the Government shall co-operate with all investigations into the accidents or incidents, which may be instituted by the United Nations and/or governmental authorities, including the preparation of reports.

15. Safety

- 15.1 The Government shall be solely responsible for the safety and airworthiness of the Aircraft and the operation of the Aircraft, and represents that during the term of this Letter of Assist:
- a The Aircraft shall be properly manned, equipped, operated, inspected, maintained and serviced, in compliance with the rules and regulations of the Government and any other applicable aeronautical rules and regulations, including those of the host country;
 - b The Aircraft shall be fit for the purposes for which they are being used and shall be safe for passenger, cargo and passenger/cargo combination (-combi) air transportation in the designated area(s) of operation under this Letter of Assist.
 - c The UN Air Operations Manual, Chapter 8 requires that a risk assessment be accomplished by the Pilot in Command (PIC). It is to be completed prior to the initial flight each day that cover's the day's tasking. The Government agrees that during the term of this Letter of Assist, the PIC of the UN tasked aircraft will complete the risk assessment checklist. The checklist will be forwarded to the Mision's Aviation Specialist prior to the initial flight for review, except when precluded by emergency situations.
- 15.2 The flight crew, maintenance and other required support personnel shall, inter alia, be medically fit and possess the necessary training knowledge, qualifications, skill and experience to perform the duties under this Letter of Assist. **Without prejudice to the above, the United Nations reserves the right to review and inspect documentation relating to the experience level and current medical status of all aircrew members, including the pilot, co-pilot, navigator, load master and engineer. In addition, the flight crew shall contain at least one pilot who is fully fluent in "aeronautical" English.**
- 15.3 The UN Air Operations Manual, Chapter 8 requires that a flight risk assessment be carried out prior to each take-off. The Government represents that during the term of this Letter of Assist that the aircraft crews will complete a risk assessment in conjunction with the Mission Aviation Specialist prior to each and every flight, except where precluded by emergency conditions.

16. Responsibility for claims and insurance

- 16.1 The Government shall bear the risk of loss or damage to the body and parts of the Aircraft and shall be responsible for any claims by its crew and its other support personnel who are not members of the United Nations peacekeeping operation arising from the performance of services hereunder. The Government may meet its responsibility through insurance or self-insurance.
- 16.2 The United Nations maintains insurance covering loss or damage sustained by third parties on the ground, and shall handle any claims by such third parties arising from the performance of services hereunder, within the scope of the insurance policy maintained for this purpose and in accordance with the established procedures of the United Nations peacekeeping operation, excluding claims by the crew and other support personnel referred to in paragraph 16.1 above.

16.3 The Government is required to provide the United Nations with a Letter of Comfort that specifically states the government understands the date recognition problems associated with Y2K, and has taken all precautions to ensure their aircraft and computer tracking systems are 100% compliant.

17. Tax exemption

17.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations exempts the United Nations from payment of direct taxes and duties other than taxes and duties that are no more than charges for public utility services. Accordingly, the Government authorizes the United Nations to deduct from the Government's invoice any amount representing such taxes or duties charged by the Government to the United Nations. Payment of such corrected invoiced amount shall constitute full payment by the United Nations. In the event that any taxing authority refuses to recognize the United Nations exemption from such taxes, the Government shall immediately consult with the United Nations to determine a mutually acceptable procedure.

18. Cancellation by the Government

18.1 The aircraft shall be at all times under the exclusive control of the Government. The Government may cancel, delay or abort a flight should the pilot in command determine that to fly would in the circumstances endanger the safety of the passengers, Aircraft or its crew. In particular, the Government may cancel, delay or abort any flight in case of force majeure.

18.2 In case a flight is cancelled, delayed or aborted, as provided in (a) above, the Government shall be entitled to reimbursement from the United Nations, on a pro-rata basis, in respect only of flights, or portions of the flight already completed prior to the decision to cancel, delay or abort a such flight.

18.3 In the event that the Government decides to cancel, delay or abort a flight for any other reasons not directly attributable to the United Nations, including but not limited to reasons of operational difficulties, technical failure of the Aircraft, and unavailability of aviation fuel, the Government shall not, except where alternate air transportation has been provided by the Government, be entitled to payment from the United Nations for that flight, and where payment has already been made, the United Nations shall be entitled to full reimbursement of any amounts paid plus reasonable expenses incurred by the United Nations as a result of such decision.

19. Cancellation by the United Nations

19.1 The United Nations may, subject to the conditions below, cancel any flight covered by this Letter of Assist by giving notice of cancellation to the Government:

(a) If such notice of cancellation is given more than 7 days before the scheduled departure of the flight, the United Nations shall not be subject to any cancellation penalty and the Government shall not be subject to any cancellation penalty and the Government shall not be entitled to any part of the price attributable to that scheduled flight.

(b) If such notice of cancellation is given less than 7 days prior to the scheduled departure of the flight, but more than 48 hours before the scheduled departure, the Government shall be entitled to retain as liquidated damage 10% of that part of the price attributable to that flight.

(c) If such notice of cancellation is given less than 48 hours prior to the scheduled departure of the flight, the Government shall be entitled to retain as liquidated damage 10% of that part of the price attributable to that flight and the Government's reasonable and unavoidable expenses occasioned by cancellation, provided that the Government has not dispatched the Aircraft earlier than necessary to perform the flight.

19.2 The United Nations may request the Government to make a routing change or to delay a flight. In such cases the United Nations shall reimburse the Government for any reasonable additional flying hours and services required to effect the routing change or to accommodate the delay.

20. Termination

20.1 Either party may terminate the Letter of Assist for cause upon 7 days written notice to the other party. In the event of termination pursuant to this clause, no costs relating to termination shall be reimbursable by the terminating party to the other party.

20.2 Either party may also terminate the Letter of Assist, in whole or in part, upon 30 days written notice to the other party. In the event of termination pursuant to this clause, the United Nations shall only be responsible for reimbursement to the Government for services satisfactorily performed in accordance with this Letter of Assist prior to the effective date of termination. In the event of termination by the Government, except due to an event of force majeure, the United Nations shall be entitled to reimbursement by the Government for all reasonable costs relating to such termination. In the event of partial termination, the price shall be proportionately reduced.

20.3 The United Nations may also terminate this Letter of Assist at any time for convenience in the interest of the Organization should the mandate or the funding be curtailed or terminated, in which case the Government shall be entitled to reimbursement by the United Nations for all reasonable costs relating to such termination.

21. Forward commitments

21.1 The Government shall upon receipt of notice of termination of the Letter of Assist under paragraph 20 above, bring the services to a close in a prompt and orderly manner, reduce all expenses to a minimum and shall not undertake any forward or further commitments in connection with the Letter of Assist.

22. Modifications

22.1 No changes in, or modifications to, this Letter of Assist shall be made except by mutual agreement, in writing, between the United Nations and the Government.

23. Settlement of disputes

23.1 Disputes between the United Nations and the Government concerning the interpretation or application of this Letter of Assist which are not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty days

of the request for arbitration either party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.

24. Privileges and immunities

24.1 Nothing in or relating to this Letter of Assist shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. Force majeure

25.1 In the event of and as soon as possible after the occurrence of any event constituting force majeure, the Government shall immediately give notice and full particulars in writing to the United Nations of such event if the Government is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Letter of Assist.

25.2 Upon receipt of such notice, the United Nations shall have the right to take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including suspension or termination of this Letter of Assist.

25.3 Force majeure as used in this Letter of Assist means acts of God, war, insurrection or other acts of a similar nature or force.

PAINING AND MARKING INSTRUCTIONS

1. As the size and type of aircraft used in missions can differ considerably, good judgement and common sense must prevail when painting and marking aircraft for lease with United Nations Peacekeeping operations. The following guidelines are provided:
 - a Entire aircraft will be painted white, however exhaust wash areas and critical components may be black. Fire ground rescue safety markings, as required by ICAO regulations, will be standard colours and remain clearly visible.
 - b Paint in black or dark blue the letters "UN" or the words "UNITED NATIONS" on the underside and topside of either the left or right wings so as to be clearly visible and proportionate to size of wing. Helicopters should have the letters "UN" on the underside of the fuselage and the nose.
 - c Paint in black or dark blue the letters "UN" or the words "UNITED NATIONS" on the both sides of the fuselage so as to be clearly visible and proportionate to the size of the aircraft. Large aircraft may affix the letters "UN" on the front of the fuselage, with the words "UNITED NATIONS" on the rear of the fuselage. Helicopters and small aircraft should use the letters "UN" on both sides of the fuselage. The letters should be made as large as possible, placed in a logical area proportionate to the size of aircraft.
 - d Paint in black or dark blue the letters "UN" on both sides of the vertical tail surface or affix the UN emblem. Helicopters should have the words "UNITED NATIONS" along the tail boom surface, but it is not absolutely necessary.
 - e Serial numbers can remain on the vertical tail surface and on the wings as required by regulation.
 - f Company/Operator name shall not appear on the aircraft. National flag symbols, if required, may appear discreetly in the usual position. If on the vertical tail surface, emblems must be below UN symbol.
2. In all cases, dimensional scale and in-flight legibility must be emphasized. All lettering and placement shall be in proportion of the size of the aircraft.
3. These guidelines are provided for long-term charters with permanent markings. A limited supply of UN decals is available from UNHQ for certain one-time charter flights.



28 November 2000

Letter of Assist New Zealand/UNTAET Assist/2000-06 Amendment 2

Subject: Provision of Helicopter Support for UNTAET - 12 February 2000 through 11 February 2001

Dear Ambassador Powles,

I have the honour to refer to Letter of Assist *New Zealand/UNTAET Assist/2000-06* and its attachments setting out the details of aviation support provided by New Zealand to UNTAET.

While you have been kind enough to support UN peacekeeping operations, we find ourselves unable to meet our operational requirements in UNTAET, East Timor without the benefit of an additional 43 flight hours per month for the New Zealand helicopter detachment in East Timor from 01 October 2000 through 11 February 2001.

We therefore seek your signed agreement to amend the General Terms and Conditions for Long Term Aviation/Air Services as follows:

(i) Paragraph 3.1 is amended to read:

“The Government of New Zealand shall provide to the United Nations the services of four Huey UH-1 helicopters with 66 personnel, in connection with the peacekeeping activities of UNTAET. With effect from 01 June 2000 through 11 February 2001, the Government shall provide an extra helicopter which will be positioned in East Timor to ensure the availability of aircraft for UN tasking and to facilitate the maintenance schedule.”

(ii) Paragraph 6.1 is amended to read:

“The Government shall provide a total of 132 flight hours per month from 11 February through 31 May 2000, from June through September 2000 the Government shall provide 182 flight hours per month, and from 01 October 2000 through 11 February 2001 the Government shall provide 175 flight hours per month, for a not to exceed total of 1,970 flight hours for the term, from 12 February 2000 to 11 February 2001.”

(iv) Paragraph 10.2 will be added:

“Additional helicopter is to be clearly marked by black ‘UN’ lettering over a white square, measuring at least 0.7 x 0.7 metres.

All other terms and conditions of LOA New Zealand/UNTAET Assist/2000-06 shall remain unchanged.


H.E. Mr. Michael John Powles
Ambassador Extraordinary and Plenipotentiary
Permanent Mission of New Zealand
to the United Nations
One United Nations Plaza, 25th Floor
New York, NY 10017

If your Government agrees to this Letter of Assist, please countersign where indicated below and return a copy of the signed Letter to:

Mr. Hocine Medili, Director
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Department of Peacekeeping Operations

I take this opportunity to thank your Government for its continued support to United Nations peacekeeping operations.

Yours truly,


Hocine Medili, Director
Field Administration and Logistics Division
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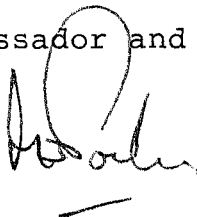
Accepted on behalf of the Government of New Zealand

Name: Michael John Powles

Date: 21 December 2000

Title: Ambassador and Permanent Representative

Signature:



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I take this opportunity to thank your Government for its continued support to United Nations peacekeeping operations.

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Hocine Medili, Director
Field Administration and Logistics Division
Department of Peace-keeping Operations

Accepted on behalf of the Government of New Zealand

Name: Michael John Powles

Date: 21 December 2000

Title: Ambassador and Permanent Representative

Signature:

