



8 February 2001

Letter of Assist New Zealand/UNTAET Assist/2001-130

Subject: Provision of Helicopter Support for UNTAET - 12 February 2001 to 28 February 2002

Dear Ambassador MacKay,

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 UH-1H helicopters on a reimbursable basis for the Mission in UNTAET. These aircraft are to be provided from 12 February 2001 through 11 February 2002. 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\$1,469,600.00. 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. 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. Don MacKay
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,



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

Accepted on behalf of the Government of New Zealand

Name: *Don Mackay*

Date: *30 August 2007*

Title: *Permanent Representative*

Signature: 

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

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 UH 1H helicopters** (hereinafter referred to as the "Aircraft") with **66 personnel** in connection with the peacekeeping 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 minimum 680kg.**
- 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. Seat belt buckles are to have metal-to-metal couplings, which operate in a snap and lock manner and not allow slippage.**
- 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 200NM or 350NM with auxiliary 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 2001 to 28 February 2002.**

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 **an average of 175 hours of flight time per month, not to exceed a total of 2200 flight hours for the term of the Letter of Assist.**
- 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/evacuation exercises authorized by the Mission's air specialist.
 - (b) US\$ N/A 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\$ N/A 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\$ N/A 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.
- 8.3 The United Nations **shall not pay guaranteed minimum hours**, only actual hours flown that were tasked and certified by the United Nations.
- 8.4 Certification for reimbursement by the United Nations requires inter alia verification by the authorized United Nations Chief Aviation Officer the Aircraft was operating in accordance with this Letter of Assist.
- 8.5 Aircraft tasked or "opconed" to conduct flight operations outside the scope, direction, or intent of this Letter of Assist may not be endorsed for reimbursement.
- 8.6 The United Nations shall make payments to the Government under this Letter of Assist upon receipt of the Government's invoice and certification by the authorized United Nations Chief Aviation Officer that the services for the period of the invoice have been satisfactorily performed. The signature of the authorized UN Representative on Form FOD 40, Aircraft Use Report (AUR) constitutes a certificate that the services provided as described thereon have been satisfactorily performed.
- 8.7 The Government's invoice shall be sent to the Chief, Air Transport Unit, FALD, for verification. The Air Transport Unit, FALD, will then forward the invoices to the Chief, Finance Management and

Support Service, FALD for certification. All other invoices are to be presented to UNTAET in accordance with subparagraph 8.1(e) above and will be reimbursed to the Government by UNTAET.

9. **Assignment**

The Government will not assign, transfer, pledge, or make other dispositions of this Agreement or any part thereof, or any of the Governments' rights, claims or obligations under this Agreement except with the prior written consent of the United Nations.

10. **Aircraft call signs**

10.1 The United Nations shall, 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 only use **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.

10.2 In order to facilitate the United Nation's compliance with paragraph 17.2, the Government shall provide 7 days written notice of aircraft rotations. The notice should be addressed to the Chief Aviation Officer and provide the scheduled rotation date, Aircraft Registration Mark, and reason for rotation.

11. **Aircraft painting and markings**

11.1 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.

11.2 The painting and markings will be professionally and uniformly applied without streaking, bleed-through, chipping, and over-spray.

11.3 To ensure the availability for UN tasking, the Government shall ensure that aircraft substituted for Aircraft due for scheduled maintenance shall be clearly marked by black "UN" lettering over a white square, measuring at least 0.7 x 0.7 metres.

12. **Clearances**

12.1 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.

13. **Scheduling of flights**

13.1 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.

- 13.2 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.
- 13.3 If a flight is delayed, the Government shall use its best endeavors to provide alternate air transportation and shall bear any increased costs of such alternate air transportation.

14. **Facilities provided by United Nations** (if applicable)

- 14.1 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) **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.

15. **Reporting and accidents**

- 15.1 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.

16. **Safety**

- 16.1 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 air transportation in the designated area(s) of operation under this Letter of Assist.
- 16.2 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 fluent in "aeronautical" English.**
- 16.3 The Government agrees that flights tasked by the Mission will fully comply with the operating procedures in Chapter 8 of the UN Air Operations Manual and with local flying instructions issued by UNTAET.

16.4 The UN Air Operations Manual, Chapter 8 requires a risk assessment be accomplished by the Pilot-in-Command. It must be completed prior to the initial flight each day that covers the day's tasking. The Government agrees that during the term of this Letter of Assist, the Pilot-in-Command of the UN tasked aircraft will complete the risk assessment checklist. To the maximum extent possible, the checklist will be forwarded to the Mission's Aviation Specialist for review prior to the initial flight, except where precluded by emergency conditions.

17. Responsibility for claims and insurance

17.1 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.

17.2 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 17.1 above.

17.3 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.

18. Tax exemption

18.1 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.

19. Cancellation by the Government

19.1 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.

19.2 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.

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 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 The United Nations will establish a mechanism to discuss and resolve amicably by negotiation in a spirit of cooperation disputes arising under this Letter of Assist. In the event that a dispute arises, the Under-Secretary-General for Peacekeeping Operations will institute discussions and consultations with representatives of the Government with a view to reaching an amicable resolution of the dispute. Disputes that have not been resolved through consultations or discussions, as described above, may be submitted to a mutually determined conciliator or mediator appointed by the President of the International Court of Justice, failing which the dispute may be submitted to arbitration at the request of either party. Each party will appoint one arbitrator, and the two arbitrators so appointed will appoint a third, who will be the Chairman. If within thirty days of the request for arbitration either party has not appointed an arbitrator, or if within thirty 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 procedures for the arbitration will be fixed by the arbitrators, and each party will bear its own expenses. The arbitrators will have no authority to award punitive damages. The arbitral award will contain a statement of reasons on which it is based and will 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.

26. Documentation

26.1 Prior to the aircraft arrival in the Mission, the Government will provide a copy in English of the Service (Army, Air Force, or Navy) regulation(s) governing aviation to DPKO/FALD/LCS Air Transport Unit. The document rendered should outline operational requirements, and at a minimum include crew rest, weather minimum, flight limitations for day, night, over water and mountains, pilot currency requirements, crew mixture and minimum crew requirements.

26.2 As soon as possible, the Government will also provide to the UN Mission's Aviation Specialist an English copy of the Aviation Unit's Standard Operating Procedure (SOP), or equivalent document

PAINTING 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 colors 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.