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AIRCRAFT TIME CHARTER AGREEMENT

AIRCRAFT TIME CHARTER AGREEMENT

THIS AGREEMENT is made the ... day of.... 2024

Between:

- 1) **INTERNATIONAL COMMITTEE OF THE RED CROSS ("ICRC")**  
**19, avenue de la Paix**  
**CH-1202 GENEVA**  
**Switzerland**

(Hereinafter referred to as "the Charterer")

And

- 2) ....  
....  
....  
....

(Hereinafter referred to as "the Operator")

WHEREBY IT IS AGREED as follows:

**1. DEFINITIONS**

In this Agreement unless the context otherwise requires the following words and expressions shall have the respective meanings set opposite them below:

- "Aircraft"** the.... aircraft operated by the Operator and registered in the name of.... with registration mark.... as more particularly described in Appendix A (including the spare engine if any and other equipment to be supplied therewith as herein provided) or any other aircraft which may be substituted therefore in accordance with this Agreement.
- "Charter Period"** the period for which this Agreement shall remain in force in accordance with Clause 3;
- "Charter Price"** the charter price or prices stipulated in Clause 4(A);
- "Commencement Date"** ..... as stipulated in Clause 2(A);

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- "Extra Costs",** costs in the operations Area other than Included Costs incurred by the Operator in connection with the provision of the services to be provided by it under this Agreement, consisting of costs for:
- fuel
  - ground handling
  - catering for passengers if ordered by ICRC
  - additional personnel to those specified under Included Costs if requested by the ICRC;
  - landing and other airport taxes, air traffic control charges, navigation fees, route charges and similar expenses in the operation area;
  - accommodation and transport for crew and other personnel at the Operations Base;
  - laundry for crew and other personnel at the Operations Base;
  - storage space for aircraft parts and equipment including air-conditioning;
  - crew accommodation and full board (or ICRC per diem allowance) for night stops when not at the operation base. Reservation of guest-house or hotel by ICRC AirOps.
  - painting the Aircraft in the colors of the Charterer USD -NIL- (if so requested by the Charterer) and then repainting the Aircraft in the colors of the Operator at the end of the Charter Period USD -NIL- (unless this Agreement is terminated by the Charterer pursuant to Clause 16);
  - war risks insurance cover if such cover is to be effected by the Operator pursuant to Clauses 13(C) and/or 13(D);
  - and such other costs reasonably and properly incurred by the Operator as the Charterer may approve from time to time;
- "Flight Hours"** hours for which the Aircraft is in flight calculated on a "take-off to touch down" basis according to the Technical Log-Book of the aircraft;
- "Included Costs"** costs borne by the Operator as being costs included in the Charter Price including:

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- charges for the use of the Aircraft;
- salaries for **one** complete flight crew(s) . each comprising:
  - 1 pilot(s)
  - 1 co-pilot(s)
  - 1 ground engineer(s)
- aircraft maintenance costs (including the provision of any spare parts) and all costs of providing technical support (including ground engineers and technicians in the Operations Area as required by Clause 5(C);
- costs of effecting and maintaining insurance cover to be provided by the Operator required by Clause 13;

**"Operations Area"** .....

**"Operations Base"** ..... (Or such other place as the Charterer may from time to time specify);

**"Traffic Documents"** all passenger tickets, baggage checks, air way-bills and other/ way-bills documents required by any applicable law or convention or otherwise used by the Operator and/or the Charterer in connection with the use of the Aircraft hereunder.

References to Clauses or Appendices shall mean the Clauses of or Appendices to this Agreement. Any word denoting the singular number only shall include the plural number also and vice versa and any word denoting a person only shall also denote a corporation, company, association or partnership. Clause headings are inserted for convenience of reference only and shall be ignored in construing this Agreement.

## 2. **AGREEMENT TO CHARTER**

- (A) During the Charter Period the Operator shall charter the Aircraft to the Charterer for the exclusive use of the Charterer and shall make the Aircraft available on the "Commencement Date" at the "Operations Base" properly manned, equipped, fuelled and airworthy in accordance with the laws and regulations of the State of registration of the Aircraft and any other applicable laws and will so maintain the Aircraft during the Charter Period. The rider and annexes to this charter agreement and the S.O.P for this operation shall be deemed to be an integrated part of this agreement.
- (B) During the Charter Period the Aircraft shall be based at the Operations Base.

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- (C) Subject to Clause 2(F) the Charterer shall be entitled to determine the flights to be performed by the Operator hereunder and the Cargo and/or passengers to be carried on such flights and the Operator shall comply with such directions of the Charterer in so far as they do not contravene any applicable law or any rule, regulation, order or requirement of any relevant aviation authority or any requirement or instruction specified in the approved operating manuals for the Aircraft.
- (D) The Captain of the Aircraft shall co-operate with the Charterer's representative in the Operations Area to the fullest extent in order to obtain the best possible utilization of the Aircraft for the completion of the Charterer's operations in the Operations Area and flight schedules shall be prepared and agreed as early as practicable in advance of the relevant flights.
- (E) The Operator shall deliver a daily flight report to the Charterer specifying the destinations of each flight performed during the preceding day, the flight times and Flight Hours flown, the cargo and/or passengers transported on each flight and such other information as the Charterer may from time to time require.
- (F) The Captain of the Aircraft shall have complete discretion concerning the preparation of the Aircraft for flight, the flight of the Aircraft, the load carried and its distribution, whether or not a flight shall be undertaken or abandoned once undertaken, any deviation from the proposed route, where landing shall be made and all other matters relating to the technical operation of the Aircraft in so far as shall be necessary for the safety of the Aircraft or its crew, passengers or cargo, but the Captain shall promptly notify the Charterer or its representative in the Operations Area of any decision taken by him in the exercise of such discretion which may materially affect the due performance of the relevant flight.
- (G) The Operator shall comply with the requirements of the Charterer's Safety Management System and shall raise and submit an Occurrence Report within 24 hours of the occurrence to the Charterer, for all reportable occurrences and operational hazards which occur whilst in flight or on the ground.
- (H) The Operator agrees that the Charterer may, at its discretion, perform audits on the Operator at any time during the validity of this Agreement. On all such occasions, the Operator agrees to extend to the Charterer's Auditor(s), its fullest co-operation as to the conduct of the audit and the implementation of any recommendation(s). Where, in the Auditor's opinion, a serious fault or deficiency likely to affect the safety of the operation is evident, the Auditor will, on behalf of the Charterer, cancel the proposed operation pending rectification action. This will be done in writing to the Operator's representative or Aircraft Commander. Upon satisfactory rectification of the fault or deficiency, the Auditor will approve, in writing, the re-commencement of the operation.

**3. CHARTER PERIOD**

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- (A) This Agreement shall come into force upon the Commencement Date and subject to Clauses 2(A), 15(B) and 16 shall continue in force unless and until either party serves on the other party not less than 14 days' notice in writing to expire at any time on or after the first 30 days in which event upon the expiration of such notice this Agreement shall determine [subject to Clause 14(C)] without further obligation on either side in respect of any period after such determination.

**4. CHARTER PRICE**

- (A) In consideration of the Operator providing the Aircraft and otherwise complying with the obligations on its part herein contained the Charterer shall pay the following to the Operator as the Charter Price:
- (i) the sum of USD xxx.- per Flight Hour flown for hours over xx hours,
  - (ii) the sum of.... per Flight Hour flown for hours over xx hours,
  - (iii) the sum of.... per Flight Hour flown for hours over xx hours,
  - (iv) the sum of.... per month fixed fees, including the first 80 hours flown during one month during the Charter Period.
  - (v) at the end of this agreement the fixed rate of.... per Flight Hour included in the first xx hours flown during one month during the Charter Period for the ferry flight flown from .... (Operators base) to.... (the operations base) and at the end of this agreement the fixed rate of USD.... per Flight Hour included in the first xx hours flown during one month during the Charter Period for the ferry flight flown from .... (The operations base) to.... (The operator's base). All additional costs, including but not limited to, fuel, handling, landing, navigation, parking, crew accommodation and such other costs related with the ferry flights only and reasonably and properly incurred by the Operator to be recovered from the charterer;

The above-mentioned sums include sums payable in respect of the Included Costs.

- (B) The Charter Price together with any Extra Costs shall be paid to the Operator within 30 days of the receipt by the Charterer of the Operator's invoice claiming the relevant payment (accompanied in the case of claims in respect of Extra Costs by original receipted invoices as stated in Clause 4(B) above), and the Operator shall submit its invoices to the Charterer as aforesaid on a monthly basis.

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**5. MAINTENANCE**

- (A) Throughout the Charter Period the Operator shall maintain, service, repair and overhaul the Aircraft with properly qualified personnel so as to:
- (i) keep the Aircraft in good repair and condition and airworthy in all respects;
  - (ii) comply with all mandatory modifications, service bulletins and similar requirements applicable to the Aircraft;
  - (iii) comply with all applicable laws and regulations.
- (B) The Operator shall ensure that an appropriate technical service check shall have been duly carried out on the Aircraft prior to the Commencement Date so that on the Commencement Date the Aircraft is ready to fly for at least 250 consecutive Flight Hours without major servicing. The periodical engine and airframe inspections, throughout the Charter Period, will be executed at the Operation base (CAA approved Line Station Maintenance), major periodic maintenance at the operators AMO.
- (C) The Operator shall supply one duly qualified and licensed aircraft maintenance engineer who shall be available in the Operations Area to carry out daily line-maintenance and minor engine and airframe inspections on the Aircraft as required.
- (D) The Aircraft shall be provided by the Operator with a fully equipped flight kit on board and the Operator shall also ensure that adequate spare parts, including at least one spare engine available within 48 hours, and proper maintenance equipment are made available at the Operations Base to ensure the continuous operational availability of the Aircraft during the Charter Period (see rider and appendix B).

**6. CREW AND OTHER PERSONNEL**

- (A) The Operator shall supply the flight crew and personnel specified in the definition of Included Costs in Clause 1 together with the ground engineers / technicians specified in Clause 5(C)
- (B) If the Charterer subsequently requires the Operator to supply additional personnel in order to achieve increased utilization of the Aircraft the Operator shall use its best endeavor to supply such additional personnel at a cost to be mutually agreed provided always that Charterer shall be under no obligation to pay for the cost of additional personnel not requested by the Charterer but

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required by the Operator to enable it properly to perform its obligations hereunder.

- (C) Save as expressly herein provided to the contrary, the Operator shall be responsible for all aspects concerning the operation and maintenance of the Aircraft and operating and maintenance personnel shall remain the servants or agents of the Operator.
- (D) Background checks (subject to applicable law restrictions); the operator endeavors to conduct a background check on the flight crew and personnel (including criminal records, social security number, court records, military service records, other public reports, and verification of employment, and education) prior to flight crew and personnel undertaking any action in connection with this agreement. Subject to applicable law, the Operator shall inform ICRC of any type of compromising findings of any background checks conducted by the operator, if the Operator is not allowed to provide such information on compromising findings to ICRC, the operator shall refrain from using the affected flight crew or personnel.
- (E) The Operator shall at all times comply with and cause the flight crew and other personnel to comply with the ICRC Code of Conduct (attached as Annex [E] provided to the Operator by the Charterer, which may be updated from time to time. In case of contradiction between the Code of Conduct and any provision of this Agreement, the latter shall prevail.

**7. GROUND HANDLING**

The Operator shall be responsible for the handling and loading of the Aircraft on the ground whether such handling is performed by the Charterer or agents appointed on its behalf.

**8. FUEL**

Subject to Clause 15, the Charterer shall be responsible for the provision of fuel and the Operator for the refueling of the Aircraft.

**9. TRAFFIC DOCUMENTS**

- (A) The Charterer shall make out air way-bills or delivery forms for all cargo to be carried on the Aircraft on forms to be supplied by the charterer for that purpose and shall issue all passenger tickets, manifests and baggage checks in the form of the specimens annexed hereto or in such other form as the parties may agree.

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- (B) The Operator shall be named as the carrier in the Traffic Documents and shall ensure that the Traffic Documents comply with the requirements of any applicable law or convention and shall indemnify the Charterer against any failure to comply with the provisions of this Clause 9.

**10. AUTHORIZATIONS**

- (A) The Charterer shall secure and maintain all necessary authorizations or permits required for the performance of any flight requested by the Charterer hereunder from all relevant government or other authorities within the operation area but the commencement and completion of any such flight shall be contingent upon such authorizations and permits being first obtained and the Charterer shall bear the risk of and any additional costs attributable to any refusal or withdrawal of the same.
- (B) The Operator shall be responsible for obtaining all landing and over flight rights required in connection with the performance of the ferry flights to and from the operation area and shall bear the risk of and any additional costs attributable to any refusal or withdrawal of the same.
- (C) Each party shall co-operate with the other in providing such information and other non-financial assistance as may reasonably be required to obtain and maintain such licenses, authorizations, permits and landing rights.
- (D) The Charterer may withdraw from this agreement if the flight permits within the operation area are revoked. In such an event, the Charterer will pay 14 days fixed fees plus the costs for the ferry flight from operation base to the Operator's base. [As per Clause 4(A) (i) and (iii)].

**11. TRANSPORTATION OF INJURED PERSONS**

The Charterer shall be entitled to require the Operator to carry injured or sick persons on board the Aircraft but in such event the Charterer shall indemnify and hold harmless the Operator against claims in respect of the death or injury of such persons arising out of any lack of suitable medical facilities or assistance on board the Aircraft.

**12. PRIVILEGES AND IMMUNITIES**

- (A) Without prejudice to Clause 6(C) the Charterer will provide each crew member and other personnel of the Operator with all necessary identification certificates and will ensure that during the Charter Period such crew members



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and other personnel shall be afforded the same protection as the Charterer's personnel in the Operations Area provided that all such crew members and other personnel:

- (i) acts as if they were personnel of the Charterer and comply with all rules governing the Charterer's personnel;
  - (ii) comply with all lawful directions and security rule of the Charterer's representative in the Operations Area;
  - (iii) wear visible Red Cross badges if requires so while on duty.
- (B) All crew members and other personnel of the Operator shall sign a pledge of discretion and confidentiality and the Code of Conduct for crew (appendix D) in such forms as the Charterer may require before leaving for the Operations Area and shall duly observe such pledge both before, during and as well as after the Charter Period.
- (C) This charter agreement shall not authorize the operator to commercially exploit in any way the collaboration with the charterer. Utilization of written material produced and/or photos/films taken before, during or after the contract period is therefore not permitted. The charterer on special request by the operator may grant exceptions. It is also forbidden that crew members or other staff members working for the operation publish any personal or professional experiences; this concerns publications destined for both external and internal readership.

**13. INSURANCE**

- (A) On or before the Commencement Date and throughout the Charter Period the Operator shall obtain, maintain and keep in full force and effect the following insurance with respect to the Aircraft (but excluding war risks cover):
- (i) "All-Risk" hull insurance in an amount of not less than US\$ xx;
  - (ii) Third party legal liability, bodily injury and property damage insurance in an amount of not less than US\$ 50,000,000 combined single limit;
  - (iii) Passenger, baggage and freight legal liability insurance in an amount of not less than US\$ 10,000,000 (incl. in (ii) above).
- (B) The Operator shall also maintain throughout the Charter Period adequate employer's liability insurance cover (including cover against war and kindred risks), medevac by air ambulance to home country) with respect to the Operator's crew and other personnel.
- (C) If the operation area is declared "current exclusions" by the London war risk underwriters; on or before the Commencement Date and throughout the

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Charter Period the Operator shall obtain, maintain and keep in full force and effect war risks and related insurance on the Aircraft in not less than the following amounts:

- (i) US\$ xx in respect of hull insurance;
  - (ii) US\$ 50,000,000 combined single limit in respect of third party legal liability, bodily injury and property damage insurance.
  - (iii) US\$ 10,000,000 combined single limit in respect of passenger, baggage and freight legal liability insurance (included in (ii) above).
- (D) All insurances to be effected and maintained by the Operator hereunder shall be in such form and upon such terms (other than the amounts insured) as the Charterer may require and either party hereto shall have the other party (and its respective officers, directors, agents, employees and servants) included as additional assured in its policies and shall provide such other party with premium receipts and current copies of its policies or appropriate certificates of insurance.

**14. INDEMNITY**

- (A) The Operator shall release the Charterer from and shall indemnify and hold it harmless against any and all claims, losses, expenses and any costs related thereto of any person in respect of personal injury or death, or loss of or damage to property of any kind, or otherwise howsoever in connection with the operation of the Aircraft or the carriage of persons or goods therein, or otherwise in connection with the performance or non-performance by the Operator or its servants or agents of its obligations hereunder.
- (B) Without prejudice to the generality of Clause 14(A) the Charterer shall not be liable for any such claim not covered by the insurances effected or which should have been effected and maintained by the Operator in accordance with Clause 13 and the Operator shall indemnify and keep indemnified the Charterer against any such claim.
- (C) This Clause 14 shall remain in full force and effect notwithstanding any termination of this Agreement.

**15. FORCE MAJEURE AND INABILITY TO PERFORM**

- (A) Neither party shall be liable for any delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, lockouts, labor disputes, riots, civil commotion, acts or restraints of

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governments, requisition of the Aircraft, (subject to the provisions of Clause 10) the refusal of any necessary licenses, permits or authorities, unavailability of sufficient fuel, failure or unserviceability of the Aircraft or any part thereof (unless attributable to the default or negligence of the Operator, its servants or agents) or any similar cause beyond the control of the party in question provided that such party shall:

- (i) has given immediate notice in writing to the other party of the existence of such cause or event and of the likelihood that a delay or postponement may take place, and
  - (ii) has used its best endeavor to perform its obligations hereunder notwithstanding the existence of such cause or event.
- (B) In the event that any of the causes or events specified in Clause 15(A) subsists and continues for a period of seven consecutive days or more, or in the event that the Aircraft shall become an actual or a constructive total loss, either party shall be entitled to cancel this Agreement by notice in writing to the other whereupon this agreement shall terminate without prejudice to any antecedent liabilities of either party to the other.
- (C) The Charter Price and any Extra Costs or other sums payable by the Charterer shall be proportionally reduced in respect of any period during which the Operator is unable to perform its obligations hereunder for any of the reasons specified in Clause 15(A) to the intent that all payments by the Charterer hereunder shall correspond to the flights and other services actually performed by the Operator. The Operator shall be afforded a maximum of 5 days Non-Missions-Ready (NMR) including week-ends and public holidays within each calendar month (4 days if operating out of home-base). The aircraft is NMR when it is either unserviceable or not available for tasking by the Charterer at the time required by the Charterer for reasons within the control of the Operator including but not limited to crew availability, maintenance, defect rectification, insurance and/or clearances which the Operator is required to provide.

Formula:

MGH or extra hours X (AOG - allowed scheduled MX days for the month) =  
Deductible Hours from MGH Calendar days of the month.

- (D) Notwithstanding the generality of Clauses 15(A) and 15(B) the Operator shall where necessary use its best endeavor to provide a substitute aircraft similar to the Aircraft or take such other steps as may be required to enable it to perform its obligations hereunder subject to such appropriate amendments to the Charter Price and the other terms hereof as the parties may then mutually agree.
- (E) Notwithstanding the provisions of Clauses 15(A) and 15(B) the Operator will at no extra cost to the Charterer replace any of its personnel who become

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unable because of illness or any other reason to perform their respective duties for a period of three consecutive days or more.

**16. TERMINATION**

- (A) In addition to the right of termination given in Clause 15(B) and without prejudice to any other remedies then available to it each party hereto shall have the right at any time by giving notice in writing to the other to terminate this Agreement forthwith in either of the following events:
- (i) if the other party hereto shall have committed a material breach of any of the terms or conditions of this Agreement and shall have failed to remedy the same within seven days after being required to do so by notice in writing from the party seeking to determine this Agreement specifying the breach complained of and stating its intention to terminate this Agreement if such breach is not so made good; or
  - (ii) if an order be made or an effective resolution be passed for the winding up of the other party or if an encumbrance shall take possession or a receiver shall be appointed of its undertaking or any part thereof or if such other party shall cease to carry on business or make any general arrangement or composition with its creditors or take or suffer any similar action in consequence of debt.

**17. ASSIGNMENTS AND SUB-CONTRACTS**

***Neither the Operator nor the Charterer shall be entitled to assign or sub-contract any of its rights or obligations hereunder without the prior consent in writing of the other.***

**18. NOTICES**

- (A) Any notice or other communication to be given hereunder may be sent by prepaid post or by email addressed as follows:
- (i) in the case of the Charterer:  
International Committee of the Red Cross  
LOG/AirOps  
19, Avenue de la Paix  
CH 1202 Geneva / Switzerland  
email: gva\_log\_airops@icrc.org

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(ii) in the case of the Operator:  
....

E-mail : ....@....

Or to such other addresses as either party may subsequently notify to the other.

(B) Any notice or other communication shall be deemed to have been received 48 hours after its date of posting if sent by prepaid post and at the time of dispatch if sent by email during business hours at the office of the recipient or otherwise at the commencement of the next business day at such office.

**19. ENFORCEABILITY**

Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall to the extent required by such law be ineffective without modifying the remaining provisions of this Agreement. Where however the provisions of any such applicable law may be waived they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

**20. LAW APPLICABLE AND ARBITRATION**

The law applicable to this contract and the clause of arbitration below is Swiss law exclusively without regard to conflicts principles.

Any disputes arising with respect to or in connection with this contract shall be finally decided by three arbitrators in accordance with the rules of arbitration of the Chamber of Commerce and Industry of Geneva. The language of the arbitration shall be English.

**21. CONFIDENTIALITY**

All know-how, techniques, processes and other technical information commercial and/or trade secrets of one Party about the services and equipment of the other Party (except to the extent they are or subsequently become public knowledge and/or disclosure is required by law or by the competent authorities) shall remain the property of the other Party and shall be held strictly confidential by the Parties and their personnel.

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**22. CONTRACT CHANGES**

No modification of the clauses of this contract shall be effected without the written agreement of both parties.

**IN WITNESS** whereof this Agreement has been duly executed by the duly Authorized representatives of the parties hereto the day and year first above written.

For and on behalf of:

**INTERNATIONAL COMMITTEE OF THE RED CROSS (“ICRC”)**

SIGNED by

Michel Schaffner  
LOG/AIROPS

Sophie Gligorijevic  
LOG/CHF

.....  
Geneva, the ... of xx 2024

.....

For and on behalf of the operator:

**xx**

SIGNED by

.....  
Xx,..2024

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**(RIDER)**

Aircraft :  
Registration :  
Serial No :  
Year of Manufacture :

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***THE MINIMUM CREW, WITH VALID TYPE RATING ON THIS AIRCRAFT IS REQUIRED AS FOLLOWING:***

- 1 PIC with IFR, commercial and ATP license, minimum 1'000 flight hours and minimum 300 hours on type.
- 1 Co-pilot with IFR and commercial license on type with minimum 100 hours on type
- 1 Licensed engineer rated for this aircraft

***THE AIRCRAFT HAS TO BE EQUIPPED (IFR) WITH THE FOLLOWING EQUIPMENT:***

- 2 NAV/COM
- 2 VOR/LOC (VHF 108-118 MHZ)
- 1 DME
- 1 ADF
- 1 Marker receiver 75 MHZ
- 1 Transponder with altitude reporting transmitter
- 1 Audio amplifier (for all Comm. and NAV audio)
- 2 Microphones
- 2 Ear-phones
- 1 Turn indicator
- 2 Artificial horizons (GYRO)
- 1 Slaved direction GYRO
- 2 Altimeters with barometric scales in MILLIBARS
- 1 Free air temperature gauge
- 1 Chronometer
- 1 Airspeed indicator
- 1 Inertial lead vertical speed indicator IVSI
- 1 Alternate static source
- 1 ELT 406 Mhz (Emergency locator transmitter)
- 2 Landing lights
- 1 WX radar
- 1 TCAS II



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- 1 GPWS
- 1 Radio altimeter
- 1 Autopilot
- 1 Multi-channel SSB HF 1-21 MHZ
- 1 DUAL GPS coupled to HSI, TSO installed
- 1 Satellite Tracking & Communication, TSO installed

Blue anti-collision lights (for Red Cross operation and only on request)

Dimmer for instruments light

Passenger's compartment light

Removable seating installation with seatbelts

Seats and anchor points capable of lied stresses up to 9 "G"

Cargo tie-down devices

Stretcher installation (depending aircraft type)

Cargo ramp (depending aircraft type)

Dual Pilot controls

***SAFETY AND SURVIVAL EQUIPMENT:***

- 2 Electric torch
- 1 Fire extinguisher
- 1 Axe
- 1 Kit for stretcher installation + 1 aircraft stretcher

Approved first aid kit

Approved jungle survival kits and emergency water supply (minimum 2 liters per occupant dependent on operation)

Passenger emergency / briefing instructions cards in English and French

***FOR EXTENDED OVER WATER OPERATIONS:***

Certified life rafts (each equipped with an approved survival locator light) The number of required life rafts is governed by the aircraft certification rules and must have a capacity to accommodate all occupants of the aircraft. Depending on the certification of the airplane for exemption according FAR Part 25 (or CAR4B), the requirement stipulates there must be enough rafts so that if one raft is lost, the remaining raft(s) must have sufficient capacity for the maximum occupancy. (Different than the maximum seating!)

Certified life west for crew and passengers

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***FOR PRESSURISED AIRCRAFT:***

Oxygen supply for crew and passengers

***AT THE OPERATION BASE THE FOLLOWING MINIMUM EQUIPMENT HAS TO BE AVAILABLE:***

- 3 Spare main gear tires
- 2 Spare nose gear tires
- 1 Spare wheel for main gear
- 1 Spare wheel for nose gear
- 1 Spare engine or available within 48 hours
- 1 Spare battery
- 1 Spare VHF NAV/COM
- 1 Spare HF SSB multi frequency 1-21 MHz
- 1 Spare GPS if aircraft not dual GPS equipped

Full spare parts for brakes

Fly away kit as recommended by the manufacturer

Hydraulic oil

Manufacturer approved maintenance tools at the base to be fully independent

Aircraft tie downs and cover depending on aircraft type

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**Appendix A – Aircraft Support Equipment;**

The aircraft will be assigned to a remote operations base designated by the ICRC. The contractor will be expected to perform all routine maintenance functions (including, but not limited to A, B and C level checks) at the assigned operating base. Depending on the remoteness and infrastructure of the location, out of operating base maintenance work can be granted in order to allow proper care of the aircraft. It is expected that the operator will organize substitute aircraft for longer period of absence or AOG of the contracted aircraft in accordance with the time charter agreement clause 15 (D). The ICRC can assist in providing the contractor with storage facilities for aircraft tools, equipment, and spares if required. It is the responsibility of the contractor to organize and provide all the necessary support facilities, equipment and spares inventory required to allow the aircraft to be maintained at the remote base. The following list is intended to provide the contractor with an overview of what the recommended minimum level of equipment, tools and spares required will be.

- 1) Sufficient inspection platforms as are required to allow all engine maintenance and control surface maintenance, up to the highest point of the aircraft, to be carried out in a safe and thorough manner that is consistent with best aviation industry safety practices.
- 2) A full complement of tools, including special tools appropriate to the aircraft type, to allow all line maintenance and scheduled checks to be carried out efficiently.
- 3) Complete nitrogen and oxygen supplies for replenishing the aircraft, including regulators, transport and storage equipment for the bottles.
- 4) Depending on aircraft type, a tow bar suitable for use with a ground tug or 4 wheel drive truck. All appropriate covers, and all equipment and supplies required to fully tie down and picket the aircraft in case of storm weather.
- 5) A complete and up to date technical reference library for the aircraft and engines, in printed form or other approved electronic format.
- 6) A spares inventory to be maintained at the remote operating base sufficient to ensure high dispatch reliability in the normal day to day operation of the aircraft, with due consideration given to the age of the aircraft and the nature of the operating environment. In addition, adequate spares in place at the remote operating base to enable all reasonably foreseeable component or part replacement needs arising from some scheduled check requirements to be met in the field. Without limiting the generality of this statement, the inventory must include a supply of spare tires, one fully built up wheel assembly (with tire installed) for each wheel type installed on the aircraft, one fully built up brake assembly for each brake type installed on the aircraft, a spare battery of each type installed in the aircraft, a spare starter-generator, spare FCU, spare propeller governor, spare pressurization controller (if applicable to type) and sufficient avionics spares to enable immediate replacement of instruments and components that are not allowed to be inoperative according to the MEL and/or CDL for the aircraft.
- 7) The contractor is not required to maintain a spare propeller or engine at the operating base, however, the contractor is expected to have logistical and financial arrangements in place in advance to permit a replacement propeller or engine to be shipped from a supplier within 48 hours of receipt of a request, and received in the country of operation of the aircraft within 96 hours of such a request being made.
- 8) Field AMO approval.

**Appendix B – Aircraft Equipment**

- 1) The aircraft must be licensed and equipped for flight under instrument flight rules, including, for pressurized aircraft, flight in known icing conditions. By exception, the ICRC may request in the tender document that non-pressurized aircraft also be equipped for flight in known icing conditions, though this is normally not done.
- 2) All equipment that was originally installed on the aircraft at the time of manufacture must be present and fully serviceable, excepting optional equipment such as galley equipment, passenger wardrobes, etc., which may be removed at the discretion of the operator. At the

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request of the operator, the ICRC may grant permission for non-essential equipment such as Freon air conditioning systems to be removed from the aircraft to increase payload. Such permission will not be granted for removal or decommissioning of safety related system such as autopilots, FDR, CVR, cabin briefing systems, etc.

- 3) The aircraft must be fitted with a GPS system that is fully certified and TSO installed for primary en-route and primary approach navigation purposes. Track guidance information (i.e. output to the HSI and output to annunciator panels) must be available from the primary GPS system to both pilot positions. The navigation database in the primary GPS system must be kept up to date at all times.
- 4) The aircraft must be fitted with a panel mount (not a portable or handheld) backup GPS system that is capable of receiving no less than 8 satellite channels at the same time. It is highly desirable that the backup GPS receiver be the same model as the primary receiver, to allow for swap-out in case of failure of the primary receiver. The backup receiver is not required to be installed with IFR navigation capability approval.
- 5) The aircraft must be fitted with a communications system that allows the ICRC to contact the crew at any time the aircraft is in operation. At the discretion of the contractor, this requirement may be fulfilled by any one of the following means: 1) HF, 2) satellite telephone with a fuselage mounted antenna, or, 3) a stand-alone aircraft position reporting system that incorporates the ability to receive SMS messages via satellite. Regardless of what system is chosen, the equipment must be professionally installed in the aircraft, integrated into the aircraft communications system, and the installation must be done in accordance with a TSO published for the appropriate system. All equipment used must be approved for aviation installation – domestic systems, or systems intended for automotive or trucking use are NOT acceptable. This communication system is essential for ICRC operation; therefore, appropriate spares must be kept at the aircraft base.
- 6) The aircraft must be equipped with a 406 MHz ELT.
- 7) TCAS II, v 7.1 is required for a fixed-wing aircraft having a takeoff mass exceeding 5700 kg or has a maximum approved passenger seating configuration of more than 19.

Aircraft Preparation prior to contract commencement

Prior to assigning a new aircraft to an ICRC contract, the contractor is expected to make a careful analysis of all major scheduled maintenance that will be required to be accomplished – due to calendar or flight time limitations – within the first year of operation for ICRC. Any maintenance activities that require enclosed hangar space (e.g. weighing of the aircraft) or specialized facilities (e.g. nondestructive testing requirements) should be completed prior to sending the aircraft to the ICRC contract. Enclosed hangar space is normally not available at the operating bases.

**Appendix C – Crew Qualifications**

Engineer Qualifications

A fully licensed maintenance technician must be assigned to the aircraft at all times. The technician must be licensed as an Aircraft Maintenance Engineer in the country in which the aircraft is registered, accepted by the country in which the aircraft is being operated, and must, at a minimum, be endorsed to maintain the both specific type of aircraft and the engines installed on that aircraft. Avionics qualification is not required.

The technician must have attended aircraft manufacturer approved (e.g. FlightSafety, CAE SimuFlite, or equivalent) full INITIAL maintenance technician training for the ICRC aircraft type they are assigned to within the past five years. The technician must have attended manufacturer approved (e.g. Pratt & Whitney) INITIAL training for line maintenance of the engine family on the ICRC aircraft within the past five years.

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Unless the technician has attended full INITIAL maintenance technician training for the ICRC aircraft type they are assigned to within the past two years, the engineer must have attended at least one week of manufacturer approved RECURRENT training on either the specific aircraft type or the specific engine family, or a related enrichment subject, within the past two years.

Any engineering staff performing hot section inspections on engines installed on ICRC aircraft must have successfully completed manufacturer approved HEAVY MAINTENANCE training on the specific engine family within the past five years.

#### Captain Qualifications

All Captains must have either a Commercial Pilot License or Airline Transport Pilot license (as required by the category of aircraft), a current instrument rating, and be type rated for the aircraft.

All aircraft Captains assigned to ICRC aircraft must have a minimum of 1,000 flight hours, of which no less than 300 hours has been obtained in the same type and variant of aircraft as the one they are assigned to.

ICRC recommends that successful completion of manufacturer approved INITIAL classroom and FFS training before initial assignment to an ICRC project, and successful completion of manufacturer approved RECURRENT training at intervals of no more than once every 12 months subsequent to the initial training

The contractor will be required to present for approval of the ICRC an initial and recurrent training program that provides an equivalent level of continuing education, and an equivalent level of safety to manufacturer approved INITIAL classroom and FSS simulator if the above recommendation cannot be offered or for aircraft type when no approved INITIAL classroom and FSS simulator exist.

#### Co-Pilot Qualifications

A co-pilot must hold IFR and Commercial Pilot License and must have a minimum of 100 flight hours on same type and variant as of the one they are assigned to.

Co-pilots are subject to the exact same training requirements as Captains.

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Appendix D – ICRC Code of Conduct

**CODE OF CONDUCT FOR  
AIRCRAFT CREW MEMBERS OF THE  
INTERNATIONAL COMMITTEE OF THE RED CROSS (ICRC)**

**I. Introduction**

1. The ICRC is an organization with an exclusively humanitarian mission. Its credibility, ability to gain acceptance for its operations and capacity to act are underpinned by observance of the Fundamental Principles of the International Red Cross and Red Crescent Movement (the “Movement”) and the trust vouchsafed it by governments, all parties to armed conflicts and other situations of violence, and the victims in these situations, whom it seeks to protect and assist.
2. This Code of Conduct (the “Code”) applies to all members of the crew of aircrafts chartered to the ICRC by an operator in accordance with an Aircraft Time Charter Agreement (“the Crew Members”), to which this Code is an annex. The present Code of Conduct is based on and adapted from the Code of Conduct for Employees of the ICRC. If any change is made to the Code of Conduct for Employees of the ICRC that affects this Code, the last official version of the Code of Conduct for Employees of the ICRC shall prevail.
3. The rules set forth in the Code are intended to promote safety, to ensure respect for the people with whom the ICRC comes into contact, to protect Crew Members and to project a positive image of the ICRC so as to guarantee the effectiveness, trust and integrity of its work.
4. More specific rules also may apply to Crew Members depending on the context in which they work. Crew Members are required to comply with the Code and the specific rules insofar as they apply; any violations thereof are likely to entail consequences for the Crew Member(s) concerned. Should a Crew Member not comply with the rules set out below, the Head of Delegation or the Air-Ops manager may require his/her immediate repatriation. Crew Members are also responsible for ensuring that the persons accompanying them also comply with the Code. In the event of a conflict between the Code and the specific rules, the latter shall take precedence.

**II. Rules of conduct**

*A. General rules*

1. The conduct of Crew Members must be consistent with the Fundamental Principles of the Movement (the “Principles”), in particular impartiality and neutrality, and act in accordance with the Principles, both on and off duty.
2. Crew Members must respect the dignity of the people with whom they come into contact, in particular the beneficiaries of the ICRC’s work, and must carry out their duties for the ICRC ever mindful that each of their actions in this context can have repercussions for the fate of many human beings.
3. Crew Members’ conduct must be characterized by integrity, respect and loyalty to the ICRC’s interests and must not in any way harm or compromise the ICRC’s reputation.

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4. Crew Members must, during both working and non-working hours and in their private lives, abstain from any conduct that they know or should know to be or to appear inappropriate, particularly in the specific context they are in.
5. Crew Members must show due respect, particularly through their conduct, dress and language, for the religious beliefs, usages and customs, rules, practices and habits of the people of the country or context they are in and of their place of work (e.g. a hospital or prison).
6. Crew Members must obey the laws of the countries in which they work, including those concerning security, drugs and alcohol, road traffic or currency, and bilateral agreements between that country's authorities and the ICRC. Crew Members shall expect no support from the ICRC if they contravene such laws and regulations. In serious cases of breach of the law, the ICRC may file a criminal complaint.
7. Crew Members must comply with the safety rules to which they are subject, especially with the instructions given by the Air-Ops Manager. They must at all times demonstrate such self-restraint and discipline as the circumstances require, especially in situations of armed conflict and other situations of violence in which the ICRC operates. All acts that contravene the field security rules and jeopardize ICRC action are considered to be instances of serious professional misconduct which may result in the repatriation of the person concerned.
8. Fraud in any form is strictly prohibited. Fraud is defined as any action aimed at obtaining an unauthorized benefit, such as money, goods, services or other personal or commercial advantages, regardless of whether such advantage benefits the Crew Member(s) concerned, the ICRC or a third party.
9. Crew Members are prohibited from using their position to obtain advantages or favors and from accepting such advantages, favors or gifts in cash or in kind, promises of gifts, and any other advantage other than token presents in keeping with accepted custom, particularly in exchange for the assistance and/or protection provided by the ICRC.
10. Crew Members may not engage in such activities that are in no way prejudicial to the work for the ICRC or inconsistent with the interests of the ICRC.

*B. Specific rules*

1. Crew Members must comply with the rules that govern the use of the Red Cross, Red Crescent and Red Crystal emblems.
2. Crew Members must refrain from wearing the official ICRC insignia when not officially on duty.
3. Consuming, purchasing, selling, possessing and distributing narcotic drugs are all strictly prohibited.
4. Crew Members must refrain from using or carrying about their person or in their luggage any weapon or ammunition.
5. Crew Members are prohibited from taking photographs, filming or making audio recordings in the course of their duties, irrespective of the medium used, unless their work so requires or they obtain express approval from the ICRC.
6. Crew Members shall refrain from requesting ICRC employees to provide personal services which are not part of their duties and responsibilities; and purchasing from anyone to whom the ICRC is bringing aid personal belongings that would not in normal circumstances be for sale. Crew

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Members shall also refrain from committing the ICRC financially unless officially authorized to do so.

8. Crew Members shall administer with rigor and the utmost care the funds and supplies entrusted to them, and be prepared at all times to account for the use to which those funds and supplies are put.

**III. Harassment, abuse of power and sexual exploitation**

1. Harassment in any form, including sexual harassment, is strictly prohibited. In general, harassment refers to a pattern of hostile language or actions expressed or carried out against an employee over time. Sexual harassment refers to any sexual or gender-related behavior that is not desired by the person who is the victim of it and that violates his or her dignity.
2. The purchase of sexual services and the practice of sexual exploitation are prohibited. Sexual exploitation is understood as abuse of authority, trust or a situation of vulnerability for sexual ends in exchange for money, work, goods or services.
3. Entering into a sexual relationship with a direct beneficiary of the ICRC's assistance and protection programs or with a member of his or her immediate family, and using one's position to solicit sexual services in exchange for assistance and/or protection provided by the ICRC, are prohibited.
4. Entering into a sexual relationship with a child (a girl or boy under 18 years of age) or inciting or forcing a child to take part in activities of a sexual nature, whether or not he or she is aware of the act committed and irrespective of consent is prohibited. This prohibition also covers pornographic activities (photos, videos, games, etc.) that do not involve sexual contact with the child, as well as acquiring, storing or circulating documents of a pedophilic nature, irrespective of the medium used.
5. Abuse, neglect, exploitation and violence against children (boys or girls below 18 years of age) is prohibited. Crew Members must ensure that children's safety and well-being is protected at all times, and must prevent and respond to child abuse, neglect, exploitation and violence. In all actions concerning children, the best interests of the child shall be the primary consideration.

**IV. Duty of discretion**

1. Crew Members must maintain the utmost discretion towards third parties, including other components of the Movement, with regard to information acquired in the course of their work at the ICRC concerning matters that they are dealing with or that come to their attention. They must treat this information confidentially, and in this regard they are bound by an obligation analogous to that of professional secrecy. In particular, unless their work so requires or they obtain express approval from the ICRC, Crew Members are prohibited from commenting on allegations concerning facts or situations that they know or learn of through their work for the ICRC, even if these facts or situations are of a public nature, and from lending them credibility which could harm the ICRC's work.
2. Unless they have obtained the express prior consent of the ICRC, Crew Members are also prohibited, in the context of legal proceedings, public inquiries, fact-finding proceedings and the like, from giving evidence relating to facts learned in the course of their work at the ICRC and from revealing confidential information that they have gathered in the course of their duties.



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3. Crew Members must refrain from producing or publishing in their private capacity writings, images, photographs, films, sounds or recordings concerning professional aspects of their work or circumstances related thereto, irrespective of the medium (paper, radio or electronic format, including email, blogs, social media and websites). Information and facts that the ICRC explicitly considers not to be covered by the duty of discretion and regarding which it communicates openly are not subject to the prohibition in this paragraph. Crew Members who plan to use the written material produced and/or photos/films taken before, during or after their activity for the ICRC shall request prior written authorization from the Head of Delegation.
4. Unless their work so requires or they obtain express approval from the ICRC, Crew Members must refrain from taking a public stance on situations or events and from referring to political or military situations in their communications with third parties.
5. Crew Members must refrain from associating any political positions they may take after leaving the ICRC with their duties while employed by the ICRC.
6. Crew Members must not permanently store outside the workplace documents and images, including in electronic format that were created in the course of their work for the ICRC, and must return them to the ICRC once they no longer have any use for them and no later than the end of their activity for the ICRC.
7. The rules set forth in this section continue to apply after the activity for the ICRC ends.

**V. Use of information technology facilities**

1. Crew Members must use ICRC information technology (IT) facilities for professional purposes. The use of IT facilities for private purposes is permitted as long as such use:
  - does not affect professional activities or imply any additional cost for the ICRC;
  - does not involve downloading any software, images, sound or video;
  - does not involve excessive storage of private data or messages or management of private files on ICRC systems; and
  - does not violate this Code.
2. Crew Members must use only those IT tools provided or authorized by the ICRC for all electronic exchange of information that commits the ICRC. It is forbidden to send or store information requiring special handling using IT facilities whose security is not guaranteed by the ICRC.

**VII. Procedure in case of loss or damage caused in the field**

Crew Members shall report any loss or damage caused in the field in one of the following ways:

- through a “vehicle accident report” form, available from VFM;
- through a “cash-desk deficit settlement” form, available from Administration