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MEMORANDUM OF UNDERSTANDING
ON AIR TRANSPORT COOPERATION
IN (COUNTRY)

Between: THE (*Lead Coordinating Agency*), (hereinafter called "XXX") which for the purpose of the signature of this Memorandum is represented by Mr/Mrs AAA in (Country) (hereinafter called MMM,

And: The United Nations Mission in XXX (hereinafter referred to as *DPKO*), represented by the Chief Administration Officer (CAO),

Both hereafter referred to as the "Parties"

WHEREAS

Both Parties are involved on behalf of the United Nations in air operations in MMM (Country), XXX by transporting humanitarian workers and cargo on behalf of all UN Agencies, *DPKO* by the execution of its mandate as decided by the United Nations Security Council, decision number

XXX AND DPKO AGREE THE FOLLOWING:

Article 1. Responsibilities

- Management of the XXX aircraft will be done by the (UNJLC, UNHAS) while management of the DPKO aircraft will be done by Movement Control, Air Operations (hereinafter referred to as MOVCON). The Headquarters of both Parties are located in , but both Parties may delegate responsibilities to their respective field headquarters within MMM. All co-ordination and mutual support actions will be in accordance with this MOU and Parties will promulgate appropriate procedures for its strict application at execution level. Any deviations thereof are subject to preliminary mutual agreement at Headquarters level.
- Both parties will keep each other informed of their respective air schedules and required support will be subject to preliminary approval.
- Beneficiary organisations which passengers are boarding on either DPKO or XXX aircraft will be responsible for the validity of identity papers and Visa. Both DPKO and XXX maintain the right to control these papers when boarding on their respective aircraft.

Article 2. Operations

- In principal, operations will be limited to the territory of MMM. Nevertheless, the current MOU is also applicable for specific support flights to and from Brindisi, Italy.
- Mutual support will not be to the detriment of own operations. Nevertheless, if redundancy is available, except for the items specifically mentioned in this MOU, support will be free of charge.

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- DPKO agrees to allow parking of WFP aircraft at its assigned parking area at the airport of
- DPKO agrees to conduct the flight following of XXX aircraft providing the latter follow the MOVCON procedures. Flight following is a service for improving flight safety and Search and Rescue, but does not imply any responsibility with regard to air traffic control or air space management.
- DPKO agrees to provide support for obtaining overflight and landing clearances in MMM. Costs related to this service are stipulated in Article 5.

Article 3. Passenger Transport

- DPKO agrees to make its passengers terminal at for XXX aircraft. All passengers will be handled in accordance with MOVCON procedures.
- XXX passengers are allowed to board on DPKO aircraft and vice-versa. Booking procedures will be as published in the respective SOP's.
- Passengers' luggage is subject for search on both DPKO and XXX aircraft, in the first case by DPKO staff, in the latter case, by XXX staff.
- Military personnel of DPKO will only be allowed on XXX aircraft on a case by case basis. Such personnel will wear civilian attire and are not allowed to carry any weapons neither on the body nor in the luggage. DPKO will specify the military identity of the passenger on XXXs mission request form.

Article 4. Cargo Transport

- Both parties agree to take each other's cargo if space is available. No weapons will be transported on XXX aircraft.
- Transport of dangerous cargo will be in accordance with the International Air Transport Association (IATA) rules and regulations such as determined in procedures of both MOVCON and XXX. The rules may differ with the type of aircraft and the fact whether or not passengers are carried. The ultimate responsibility for allowing dangerous cargo on board is with the Aircraft Captain.

Article 5. Financial Conditions

- Payment of services will be as follows:
 - Passengers, free of charge;
 - Cargo, on a space available basis, free of charge;
 - Clearances: expenses payable per month (amount will be determined in close co-ordination between DPKO and XXX);
 - Fuel, depending on the refuelling point. DPKO prices will be published beforehand.

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- Invoices will be paid on a monthly basis on following bank account numbers:
XXX:
DPKO:

Article 6. Liability

- Passengers will be insured in accordance with the conditions laid down in the contracts with the respective air operators. Each aircraft will have a comprehensive third party liability insurance of not less than USD 20,000,000 per occurrence against all claims for passenger liability and/or third party liability, bodily insurance and property damage, including baggage and freight legal liability. Notwithstanding the generality of the foregoing, such insurance shall be sufficient to cover passenger liability for death or bodily injury up to USD 75,000 per passenger.
- Except in case of dolus malus or culpa lata
 - XXX exempts DPKO for all friability for damage to the WFP, its property, its personnel, appointed persons and persons authorised by it, caused in the execution of this MOU.
 - DPKI exempts XXX for all friability for damage to DPKO, its property, its personnel, appointed persons and persons authorised by it, caused in the execution of this MOU.

Article 7. Validity

- This MOU is valid for as long as the operation of both Parties continues. Changes and amendments can be made after mutual agreement. Either Party maintains the right to terminate the MOU by advising the other Party in writing of its intention, not less than one month in advance of the termination date.
- This MOU will enter into effect on the date of the last signature.

This Memorandum of Understanding having been agreed to and signed on behalf of:

DPKO
Date:

XXX
Date:

Mr. BBBB
Chief Administration Officer

AAA
Country Representative