

# Standard Terms and Conditions of Service for the provision of WFP Aviation Services

WFP is mandated to procure, on behalf of accredited users of the Humanitarian Community ("User Organization"), safe, reliable, economical and efficient air services ("Services") for passengers and cargo to, from and inside the respective Country/Countries.

The Services provided are operated by independent operators ("Carriers") contracted by WFP for the official business and purposes of the United Nations, and are not offered as commercial services or as services for the general public. Services are provided in possibly hazardous conditions, including hostilities.

Funding for the Services is provided by donors on a voluntary basis. Unavailability and/or shortages of funding may eventually lead to the cancellation of services. WFP shall not take responsibility or be held liable for such cancellation.

The User Organization shall express their requirements for Services through the User group.

All Services provided by WFP are governed by the present Standard Terms and Conditions of Service for the provision of United Nations Humanitarian Air Services ("Standard Terms and Conditions"), the Financial Conditions for the Provision of Air Transportation Services ("Financial Conditions") and the Standard Administrative and Operating Procedures ("SAOPs"), which collectively form the General Terms and Conditions of Services for the provision of United Nations Humanitarian Air Services ("General Terms and Conditions of Services").

The Financial Conditions (where applicable) and the SAOPs are provided in separate documents to the User Organization.

## ARTICLE I PASSENGER AUTHORIZATION AND CARGO DOCUMENTATION

- A.** The User Organization shall be fully responsible for ensuring that only authorized personnel with valid employment contract and security clearance are provided access to the Services.
- B.** The Services may be extended, on the express request of the User Organization, to non-personnel passengers whose travel is relevant to the Humanitarian operations in the area. The User Organization shall be responsible for the eligibility of such passengers and for the cost of their transportation. Acceptance of these passengers by WFP will be subject to seats availability and the provision of a letter of indemnity signed by the employer of the non-personnel as provided in Section 3 of

the WFP Standard Administrative and Operating Procedures ("SAOP").

- C.** The User Organization shall be responsible to follow the passenger and cargo documentation's procedures detailed in the respective Booking Procedures' paragraphs in the WFP SAOP.
- D.** The User Organization shall ensure that all customs documentation for its cargo is in accordance with the applicable regulations.
- E.** The User Organization shall be responsible for and shall indemnify WFP against any fines, taxes, duties including any other charges of a public nature which may be assessed by

## ARTICLE III REFUSAL AND LIMITATION ON TRANSPORT OF PASSENGERS AND CARGO UNDER SPECIAL CIRCUMSTANCES

- A.** WFP shall have the right to refuse transportation of any passenger and/or cargo that does not satisfy ICAO/IATA safety requirements for the transportation of unsafe/dangerous cargo (content and packing) or which may compromise or jeopardise flight safety. Irrespective of the aforesaid, the final acceptance of passenger and/or cargo on-board the aircraft shall remain the sole discretion of the pilot.
- B.** WFP shall have the right to honour or refuse any/all booking requests.

## ARTICLE IV FLIGHT SCHEDULE, DELAY AND CANCELLATION

- A.** WFP shall take all reasonable measures to ensure the transport of passengers and /or cargo as scheduled. Schedules are subject to change without notice due to weather, security and other operational conditions.
- B.** WFP shall not accept responsibility for the delay, cancellation or disruption of flights for any reason.

## ARTICLE V AGENT

- A.** When providing Services, WFP shall be acting as agent for the User Organization and shall not act as Carrier.

## ARTICLE VI LIABILITY

- A.** The limited to death, personal injury, disability, loss or damage to baggage or cargo arising out of the execution of WFP flights except as may be caused by the gross negligence or wilful misconduct of WFP and/or its officials.
- B.** WFP shall ensure that any Charter Agreement entered with the Carrier provides that:
  - i.** the Carrier has liability insurance of at least SDR 1,000,000.00, of which SDR 113,100.00, as a strict liability and immediate payment as in line with the Montreal Convention, for damages arising from the death or bodily injury of a passenger caused on board the aircraft or in the course of any of the operations of embarking or disembarking, with no possibility to exclude or limit such liability.
  - ii.** the Carrier shall hold adequate liability insurance covering its liability under applicable air law conventions including third party liability and war risks.
- C.** The User Organization shall be responsible for making adequate arrangements for the insurance of any passenger or cargo transported at its request. The User Organization shall be responsible for obtaining from the insurer an express waiver of their rights of action against WFP for any claim of whatever nature which may be brought in connection with the operation of the aircraft or the carriage of any person or cargo.
- D.** The User Organization shall indemnify and hold harmless WFP and/or its officials against any claim of whatever nature which may be brought in connection with any death, personal injury, disability or any loss or damage arising out of the operation of the aircraft (including airdrop or similar activities) or the carriage of any person or cargo, except as may be caused by the gross negligence or wilful misconduct of WFP and/or its officials.

## ARTICLE VII DURATION & TERMINATION

- A.** The General Terms and Conditions of Services shall be valid for the duration of the WFP operation from the date of the acceptance by the User Organization representative.
- B.** WFP shall be entitled to exclude any User Organization from the services provided without prior written notice in the event of a material breach of the User Organization's essential obligations established in the General Terms and Conditions of Services, provided that the User Organization has been properly notified in writing of such breach and failed to cure it within 14 days of notification.

## ARTICLE VIII DISPUTE RESOLUTION

- A.** The General Terms and Conditions of Services shall be governed by the general principles of international commercial law, with the exclusion of any single national system of law.
- B.** If the User Organization is a UN entity, any dispute, controversy or claim arising out of the interpretation or execution of the General Terms and Conditions of Services shall be settled by direct negotiations between the Parties. Failing resolution in this manner, the matter will be referred to the Executive Director of WFP and the Executive Head of the User Organization for decision.
- C.** If the User Organization is not a UN entity, any dispute, controversy or claim arising out of the interpretation or execution of the General Terms and Conditions of Services that cannot be resolved by mutual agreement shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on the International Trade Law (UNCITRAL), as at present in force. The place of arbitration shall be Rome and the language to be used in the arbitral proceeding shall be English. Any arbitration award rendered in accordance with the provisions provided herein shall be final and binding to the Parties.

## ARTICLE IX PRIVILEGES AND IMMUNITIES

Nothing in the General Terms and Conditions of Services shall imply a waiver by the United Nations World Food Programme, WFP, ICAO, the United Nations or any of its Agencies or Organizations, of any privileges and immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, other relevant international or national agreements, and under domestic law.