



## Guideline

### ABCX AIRWAYS - Crisis Response Planning Manual

#### Part 1

## EMERGENCY RESPONSE PLAN

#### Volume 8

### Integrated Emergency Response Operations (IEOs)



Note - This series of guideline and guideline / template documents has been designed to provide a strong and well researched information framework upon which aircraft operators can build reliable and high quality emergency / crisis response plans, which will deliver should the unthinkable happen - provided, as always, that the operator has done its part in the entire building process of the plan and everything else which follows on, particularly training in and exercising of the plan

Aircraft operators wishing to use the guidelines and guideline / templates to assist in the production (original or rewrite) of their own (equivalent) emergency response plans, have the complete flexibility of using as much or little of the provided information - as is desired

A significant advantage of using this series of documents to prepare emergency plans is 'standardisation' - thus alleviating the potential difficulties of having as many different emergency response plans as there are aircraft operators and airports - which e.g. can make mutual emergency support operations between airlines (and airlines & airports) more problematic than they otherwise ought to be in the 21<sup>st</sup> century



## Preamble

You are advised to read the following notes before proceeding further

**Note 1** - This document is intended for use as a **guideline** to assist in the production of an aircraft operator's (airline) emergency response plan (**ERP**) - with this particular document (Crisis Response Planning Manual (**CRPM**) Part 1 / Volume 8) dealing specifically with **integrated (joint) emergency response operations** between participating airlines (and other entities as appropriate) - and as generally related to '**catastrophic (mass fatality) aircraft accident / aviation disaster**' type scenarios

The assumption has been made that airlines using this guideline currently have no formalised integrated emergency operation agreements, procedures, plans etc. in place OR - that it is desired to review same - by using this guideline as a reference

**Note 2** - There are two types of documents in the CRPM series - you are reading one type right now i.e. a '**guideline**'. The other type is a '**guideline / template**'. CRPM Part 1 / Volume 8 exists *only* in the **guideline** format

A **guideline** provides fairly comprehensive information & guidance on its specific subject area - but is generally not a true template for actual production of an emergency response plan (but is nonetheless a very useful aid in such task - & should be used as such accordingly). Guidelines are generally used when the specific subject area of concern is too complex to be easily presented in the more comprehensive guideline / template version

Conversely, a **guideline/template**, if implemented as intended, should lead to the successful production of an associated airline emergency response plan - in the area of interest covered by the relevant 'subject specific' area of the selected template/guideline i.e. it is more of a true document template, in the more commonly accepted sense of the word

Both types of document are produced as 'works of reference'. The reader hopefully appreciates that any work of reference needs to be comprehensive enough to deliver what is required - hence the comparatively large size of some of the documents in the '**guideline**' and '**guideline / template**' series

It is anticipated that larger / more complex aircraft operators may need to account for the greater majority of subjects areas covered in these documents - whilst smaller/simpler operators may be able to 'mix, match, adapt & downsize' to a degree - as per their own, specific circumstances

**Note 3** - Fictitious *passenger* airline '**ABCX Airways**' has been used to provide some 'context' throughout this document - and has been broadly based on a medium to large sized United Kingdom registered, headquartered & main based operator. ABCX Airways operates short, medium and long-haul international routes - including USA destinations. The airline can be assumed to be well resourced and supported from an emergency response planning context (manpower, budget, facilities, top management approval & support etc.)



Whatever applies to ABCX Airways in this document may be regarded as also being typically applicable, to a greater or lesser degree, to other (medium to large sized) passenger airlines worldwide - with regard to integrated (joint) emergency planning and response operations - where same apply. However, there will always be differences - and it is for users to adequately account for them

In Section 1 of this guideline document, ABCX Airways can assumed to be engaged in (passenger carrying) aviation **leasing** operations - in addition to whatever else is its primary business e.g. scheduled, passenger operations

In Section 2 of this guideline document, ABCX Airways can assumed to be engaged in **air charter** operations - which is its primary business

**Note 4** - Most terms and abbreviations used in this document are *generic* i.e. **not** specific to any particular airline, airport etc. Whilst many will be the same or very similar to terms in actual (real / operational) use world-wide, the 'generic' use and nature of such terms and abbreviations should always be remembered and accounted for accordingly i.e. when preparing **real** emergency plans based on using this guideline as a reference - ensure that all generic terms are replaced with specific (**real / in-use**) **local** terms (i.e. your own airline's / airport's / country's actual (in-use) terms), where appropriate

However, if you *are* able to adopt the terminology, acronyms etc. (+ associated concepts, practicalities) used in this guideline into your own ERPs, this will assist in achieving a highly desirable degree of world-wide standardisation between aircraft operators - and between aircraft operators and airport operators

**Note 5** - An airline requires a suitably effective and efficient method of documenting, in detail, the requirements of its emergency response plan. A brief account of the method of documentation used in this series of guideline / template documents will be found on pages 18 - 20 of this document (i.e. the one you are reading now). It is a well tried and proven method and it is recommended that airlines consider adopting same. If done, this will further strengthen the standardisation aspects of ERPs amongst airlines

#### **Note 6**

#### **How to use this Guideline (Instructions)**

Information for preparation & production of a new or upgraded airline *Integrated Emergency Operations* ERP (as based on this guideline) will generally be provided by:

- 'Written instruction' - requiring already completed sections of the appropriate guideline document (pre-prepared generic material, which will be provided as part of the appropriate document) to simply be 'copy & pasted' into any new or upgraded airline plan under preparation. Where required the 'copy & paste' material can (must) be altered of course, to suit any specific requirements of the new or updated ERP being worked upon



AND / OR

- 'Written instruction' - requiring the person(s) working on the new or upgraded airline plan under preparation to obtain and insert appropriate information him / herself - which will almost certainly require some original thought and research, some decision making (e.g. policy & budget), time and effort etc. (What we are referring to here is information which no 'generic' guideline such as this is able to provide)

An *example* of how typical 'instructions' might appear in the guideline or guideline / template documents series is shown below:

*Example Instruction* **x** -The front cover sheet for your own CRPM Part 1 / Volume **xx** will be found on the next page of this guideline document. You can simply 'copy & paste' it into your own document

Remember to:

- \* Insert the name of your airline in the appropriate place
- \* Change or remove the logo (top left of header)
- \* Amend the rest of the 'header & footer' text to your own requirements
- \* Insert any other required information / text

Such 'written instructions' plus any associated material to 'copy & paste' will generally be included within the specific guideline or guideline / template document as associated with any specific new or upgraded airline ERP under preparation. This means e.g. that for **each** airline Part 1 **Volume** to be produced / upgraded - there will be a corresponding and separate *guideline or guideline / template* document to refer to; 'copy & paste' information from; take instruction from etc. i.e. ....

#### Crisis Response Planning Manual Part 1 (Emergency Response Plan - ERP)

New / Upgraded Airline Plan under Preparation	Associated Guideline Document
Volume 1	Volume 1*
Volume 2	Volume 2
Volume 3	Volume 3
Volume 4	Volume 4*
Volume 5	Volume 5
Volume 6	Volume 6
Volume 7	Volume 7*
<b>Volume 8</b>	<b>Volume 8</b>
Volume 9	Volume 9*
Volume 10	Volume 10

You are currently reading the document highlighted above in **orange** (right hand side of table). Red asterisked (\*) documents listed in the table above (right hand side) are guideline / templates. All others listed are guidelines



## Note 7A

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**Note 7B** - Any person / entity having reasonable cause to believe that his / her / its copyright has been infringed in this document (work) - should please email the author soonest, in order that the issue can be mutually and satisfactorily resolved, without undue delay - [info@aviation-erp.com](mailto:info@aviation-erp.com)

**Note 8** - Despite every care being taken in the preparation of this series of guideline & guideline / template documents, they will inevitably contain errors, omissions & oversights, incorrect assumptions, broken links etc. Users identifying same in this particular document (the one you are reading now) are requested to please notify the author accordingly via email at: [info@aviation-erp.com](mailto:info@aviation-erp.com)

The information contained in this document is provided on an 'as is' basis, without warranty of any kind. Whilst reasonable care has been taken in the document's preparation, the author shall have no liability to any person or entity whatsoever - with respect to any loss, damage, injury, death etc. caused (actual or allegedly) directly or indirectly, by use of such information

**End of Preamble Section**

Actual (real) instructions for use in **this** guideline document commence on the next page:



#### Guideline - Instruction **1**

The front cover sheet for ***your own*** CRPM Part 1 / Volume **8** will be found on the next page of ***this*** guideline document. You can simply 'copy & paste' it into the front (first page) of your own document

Remember to:

- \* Insert the name of your airline in the appropriate place
- \* Change or remove the logo (top left of header)
- \* Amend the rest of the 'header & footer' text to your own requirements
- \* Insert any other required information / text



Insert airline name here xxxxxxxx

## Crisis Response Planning Manual

### Part 1

## EMERGENCY RESPONSE PLAN

### Volume 8

Insert an appropriate image here?

## Integrated Emergency Response Operations





## Guideline - Instruction 2

As this document (the one you are now reading) is a 'guideline' rather than a 'guideline / template', no further instructions will be provided other than the 'general instruction' below

(It has been assumed that this general instruction is targeted at the airline person(s) responsible for introducing or updating 'Integrated Emergency Operations' into the airline's overall emergency response plan, as related to a catastrophic aircraft accident type situation)

Users are reminded that this guideline document is based on the assumption that 'the airline' does not yet have its own integrated emergency operations plan (but is about to introduce one) - or is desirous of reviewing and updating its current plan

### General Instruction

You should use your own knowledge, common sense, logic, skill, experience; consultation with appropriate colleagues and external 'experts'; direction from 'above' etc. - to adapt the information provided in this guidelines document (the one you are now reading) in order to prepare, document and implement an integrated emergency operations plan which is specific to your own airline's circumstances and purposes

Where felt useful, the layout (but not necessarily the content) shown on pages 10 to 20 of *this* guidelines document, might be adapted for use in the introductory section of your own plan



## *Contents*

Preamble	2
Guideline Instruction 1	7
Guideline Instruction 2	9
Contents	10
Controlled Document Information	11
Abbreviations & Acronyms	13
Glossary	15
Phone Home Scheme	16
Important Note + Definition	17
Practical Use of the Crisis Response Planning Manual	18
Purpose & Scope	21
Section 1 - Leasing Operations	22
Section 2 - Charter Operations	44
Section 3 - Mutual (Reciprocal) Support Operations	50
Section 4 - Airline Alliances	80



### Document Review & Approval

This document has been **reviewed** for adequacy by ABCX Airways Crisis (Response) Planning Manager, whose confirming signature appears below

(x xxxxxxx)

xx xxx 2019

This document has been **approved** for adequacy by ABCX Accountable Manager, whose confirming signature appears below

(y yyyyyyy)

xx xxx 2019

### List of Effective Pages

Pages 1 through **xx** - effective dates xx xxx 2019 - Revision (Original)

### Revision Information

Revision No	Date	By
Revision (Original)	xx xxx 2019	CPM

This document is available to all employees, in electronic version, via \*\*\*\*\*  
(Insert path to ABCX Airways intranet and / or nominated company share-point site and / or similar here:  
.....)

Five (5) controlled document \* hard copies are also available at \*\*\*\*\*  
(Insert location(s) of hard copies here:  
.....)

\* Note - at least 2 hard copies shall be located / stored 'off-site' - for business continuity purposes



### Revision Procedure

\*\*\*\*\* Manager shall be responsible for managing the revision process for this document

Changed (i.e. new, revised, deleted etc.) information will be shown by a vertical bar to the right of the approximate area of the changed information, as demonstrated in this paragraph. Additionally, all changed text will be highlighted in blue

Individual revision pages for this document will not be issued. When revisions are required, the *whole* document will be re-issued *electronically* (via the company intranet site - otherwise via a nominated company share-point site or similar), with the new revision(s) (since the previous version) having been already incorporated

Each new revision will be notified to *all* employees via a company-wide broadcast email message or similar. *Additionally*, all *nominated* employees as stipulated in the CRPM should *additionally* check the appropriate section of the company intranet / nominated share-point site (or similar) weekly to check for revision updates

Nominated employees as per the above paragraph shall notify the \*\*\*\*\* Manager via email or similar - to *confirm* that they have studied the parts of the document affected by the appropriate revision, understood the consequences / implications / expectations of same - and have implemented / will implement whatever measures (if any) may be required of them (by the revision) accordingly

\*\*\*\*\* Manager shall maintain a current and accurate list of all such nominated employees and use this list to manage the 'confirmations' referred to above

Revisions supplied to authorised external parties shall be managed by direct email / similar methods

\*\*\*\*\* Manager shall maintain & retain appropriate records concerning relevant parts of the above

Hard copy document revisions will simply require removal of the complete 'old' document from its cover - and insertion of the replacement. \*\*\*\*\* Manager shall be responsible for ensuring that this process is reliably achieved and that appropriate records are maintained and retained

### Distribution

See above



### Generic Acronyms used in this Document

ACMI	Aircraft, Crew, Maintenance & Insurance (Provided as part of typical Wet Lease)
C4	(Crisis Related) Command, Control, Co-ordination & Communication
CMC	Crisis Management Centre (highest level airline C4 facility - usually located at Airline HQ)
CPM	(ABCX Airways) - Crisis (Response) Planning Manager
CRPM	Crisis Response Planning Manual
ERC	Emergency Response Centre (alternative term for 'CMC' above)
*ERP	(Aircraft Operator) Emergency Response Plan (the latter is a component part of the overall CRPM)
HAT	Humanitarian Assistance Team (Special or Family Assistance Team; Care Team)
HQ	Headquarters
IEO	Integrated Emergency Response Operations
OCC	24H Operations Control Centre at airline HQ
ODM	OCC Duty Manager
NOK	Next of Kin / Closest Relative / Equivalent Person

\*ERP - the 'ERP' part of the CRPM (CRPM Part **1**) deals with 'catastrophic aircraft accident' type scenarios only - i.e. it does not include incidents; operational disruption / business continuity; public health crises etc.



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### EMERGENCY / CRISIS RESPONSE PLANNING - Glossary

Users of this guideline document are strongly advised to read through the related Glossary. Without some pre-study of this material, it will generally be more difficult to acquire a clear understanding of what is to follow

The Glossary can found at:

<https://aviationemergencyresponseplan.com/information/>

When this webpage opens, scroll down until you find the 'info article' entitled:

'Information Article - **Glossary of Terms** - Aircraft Operator - Emergency Response Plan'

Click on the embedded link to view the required document



### ***ABCX Airways - Phone Home Scheme***

In the extremely unlikely event of one of our aircraft being involved in a major emergency and / or accident, the airline will activate an emergency telephone enquiry centre, to respond to calls from relatives and friends of those passengers and crew believed to have been on board the crisis flight.

(For a catastrophic & 'high profile' aircraft accident, considerably more than 50,000 calls could feasibly be made to this 'Emergency Call Centre', during the first 24 hours post crisis occurrence)

***If you are 'ABCX Airways' staff*** (or from a closely related organisation e.g. ABCX Parent Group) and you are ***not*** directly involved with the crisis flight (i.e. you are neither a crew member nor passenger on that incident flight), you can be of great assistance at this time by participating in the '***Phone Home Scheme***' - which works as follows:

On hearing news of an ABCX Airways major aircraft accident, ***IMMEDIATELY*** contact your own family, relatives and friends to let them know that ***you*** are ***not*** involved, and that you are safe and well. You should make these contacts from wherever in the world you happen to be at the time

Ask your family, relatives and friends to pass on this information to others in turn, who might ***also*** need to be informed that you are not involved (as appropriate and as quickly as possible)

Also ask everyone you contact ***not*** to call ABCX Airways or the ABCX Airways Emergency Call Centre unless the nature of the call is most urgent

If we all do this promptly, thousands of unnecessary calls coming into our Emergency Call Centre will be prevented, thus releasing precious call centre operator time to deal with those most in need

The scheme is particularly applicable to ***crew*** (pilots, cabin crew, supernumerary crew etc.) as they form a major part of the airline by number and, furthermore, the nature of their employment sometimes means that families and friends (of crew) might not always know which flights they are operating and / or in which part of the world they might be

### **IMPORTANT NOTE**

If you are 'ABCX Airways' staff (or from a closely related organisation e.g. ABCX Group) and ***you ARE involved*** (i.e. you ***were*** either a crew member or staff passenger etc. on the incident flight [including for ***duty travel*** and / or ***vacation*** purposes etc.]) - then (if able to do so) you should also 'phone home' of course as described above

You should also try to make contact with airline HQ (by whatever means possible) without delay





Definition / Explanation - ***Integrated*** (Joint) ***Emergency Response Operations***

Many air carriers / aircraft operators worldwide frequently work together (*jointly*) with a variety of other carriers / operators, for various (mainly commercial) reasons - the more common 'joint operations' being ***leasing*** and ***chartering***. The '***airline alliance***' scheme (One World, Star etc.) is another example

An integrated emergency response will be highly desirable (if not essential) where one or other carrier / operator, working ***jointly*** as referred to above, experiences a ***catastrophic aircraft accident*** - specifically where passenger operations are involved (Accordingly, this definition and this guideline document [the one you are reading now] generally relates ***only*** to ***passenger*** carrying operations)

Consequently, an appropriate (mutually agreed to by all parties involved) contingency plan should be ***pre-prepared*** to cover such circumstances - to be adapted (on an 'as required basis') by the joint parties involved, so as to fit the specific nature of any such particular (actual / for real) joint operation(s)

This pre-prepared contingency plan is known herein as the '***integrated emergency operations plan*** - (IEO plan)' and is the document to be produced - as a result of following the guideline which you are now reading

The IEO plan can also be used to guide the creation of 'mutual / reciprocal support' emergency response agreements (between two or more carriers / operators - not necessarily engaged in [commercial] joint operations). The result should be produced in the form of a legal contract between the 'parties' involved. Consequently, appropriate legal, insurance and other (necessary) expert input must be engaged to ensure that the contract is 'fit for purpose' from legal, insurance and all other appropriate (stakeholder) viewpoints

Note - for the sake of simplicity, this guideline is largely based on IEO 'joint' operations being arranged between ***aircraft operators*** only

In reality, the IEO Plan can and should be adapted for use where circumstances include aircraft operators working jointly with ***non***-aircraft operator entities e.g. Cruise Ship operators; Tour Operators; Military / Government - and even groups / individuals (e.g. VIPs; celebrities; football teams) etc.



*Practical use (Concept) of the 'ABCX Airways' Crisis Response Planning Manual (CRPM)*

**The Crisis Response Planning Manual - CRPM**

The CRPM is the 'master' document which regulates and guides **all** forms of emergency / crisis / contingency response within ABCX Airways

The CRPM comprises **6** (six) separate **Parts** - each dealing with a specific type / aspect of emergency / crisis response - including associated procedures, checklists, information, explanations etc.

The CRPM is collectively made up of:

CRPM Part 1	Catastrophic Aircraft Accident
CRPM Part 2	(Aircraft Related) Serious Incident / Significant Incident
CRPM Part 3	Aviation Business Continuity (Serious Operational Disruption)
CRPM Part 4	Public Health Crisis
CRPM Part 5	Natural Disaste (Hurricane Plan)
CRPM Part 6	Training Manual

The document which you are now reading (CRPM Part 1 / Volume **8** Guideline) is a component **volume** of **CRPM Part 1** (see above and also next page). These component CRPM Part 1 'volumes' typically deal **exclusively** with the catastrophic aircraft accident type situation - and nothing else

CRPM Part 1 (and its component 'volumes') **only** - is otherwise known within ABCX Airways by the alternative and commonly used term - '**Emergency Response Plan - ERP**'

This latter term is **never** used (except contextually and / or for cross- reference purposes only) within any of CRPM Parts **2 to 6**



As mentioned, CRPM 'Parts' can be further split down into 'Volumes' - where required by the document owner, in order to make the use of the particular 'Part' more effective and efficient - whilst also significantly *reducing the amount of information required to be studied & retained by prospective users*. For example CRPM Part 1 (Catastrophic Aircraft Accident - ERP) is **further split** into ten separate volumes as follows: (*you are currently reading the volume' highlighted in orange*)

Volume 1	ERP - Policy & Executive Overview
Volume 2	ERP - Command, Control, Co-ordination & Communication (C4)
Volume 3	ERP - Humanitarian Assistance Team
Volume 4	ERP - Emergency (Telephone) Call / Contact / Information Centre
Volume 5	ERP - GO-Team
Volume 6	ERP - (Airline) Station Emergency Response Plan
Volume 7	ERP - Crisis Support Units
Volume 8	ERP - <b>Integrated Emergency Response Operations</b> ←
Volume 9	ERP - Crisis Communications
Volume 10	ERP - Emergency Response Exercises

#### Requirements for all designated users of the CRPM series of documents

All nominated ABCX Airways and other appropriate personnel needing to use the CRPM to prepare for and guide emergency / crisis response plans & associated actions **\*shall / should**:

- Acquire & retain the level of CRPM knowledge, commensurate with effectively & efficiently carrying out designated pre-preparation for and actual emergency / crisis response duties
- Where appropriate - use the appropriate CRPM - to guide preparation of **separate** plans. The latter typically applies to individual departmental / business unit plans, dealing with different aspects of emergency / crisis response, **for which the specific department / business unit is directly accountable**

All such 'separate' department / business unit plans are subordinate documents of the parent / associated CRPM document on which they are based. In most cases this parent document will be (**separate** document) **CRPM Part 1 / Volume 7** (see list further above)

- Use the procedures, checklists, information and other appropriate content of the appropriate CRPM to guide **actual** emergency / crisis response 'on the day', during exercises training etc.

\* Note - The term '**shall**' generally implies a mandatory requirement e.g. applies to nominated ABCX Airways staff; the term '**should**' generally implies a 'requested and / or recommended' requirement e.g. applies to non-ABCX Airways crisis responders who nonetheless are part of the airline's crisis response plan - such as ABCX Group; independent Ground Handling Agents; Third Party vendors etc.



The above requirements have been endorsed by the Chairman (Chief Executive / Accountable Manager etc.) ABCX Airways and are thus the authority, direction & instruction - applicable to nominated airline employees - to undertake all appropriate & required action - as part of their designated emergency / crisis response roles, responsibilities and accountabilities

Note:

Such a 'system' as described above (pages 18 & 19) cannot be viable unless people (any airline's most important and valuable resource) are:

- ✓ Available in *required numbers* and *disciplines* to *adequately* operate 24 / 7 for long periods (12 hour shifts assumed)
- ✓ *Quickly* available e.g. less than 1 to 2 hours response time when so required
- ✓ *Reliably* available 24 / 7 / 365 when so required
- ✓ *Adequately* trained & exercised
- ✓ *Capable of rapid worldwide deployment* (selected elements)

There are various methods which an airline can use to achieve the requirements listed above - **but above all else an airline should have such a system in place**, which works consistently and reliably under all circumstances envisaged

If an airline does not have such a 'manpower' system in place, its chances of effectively & efficiently handling any type of major crisis will almost certainly be significantly impaired - with the distinct possibility of consequent, substantial damage to its brand, image and reputation



### **Purpose & Scope** of this Guideline Document

The **purpose** of this guideline is to provide a **framework** upon which an airline can build (or rebuild) its own integrated emergency operations plan

This framework may be regarded as the potential ‘bones’ of that plan. However, it will be for the airline itself to undertake the (considerable) further and on-going work of putting the ‘meat on the bones’ which, if addressed adequately, should result in an acceptably effective and efficient plan - tailored to the airline’s specific requirements

The **scope** of this guideline is limited to providing a **foundation** level of information re airline integrated emergency operations - which an airline can then adapt and develop further, in order to produce its own final plan on the subject

This means that this document will, in general, **not** provide detailed procedures, processes, checklists etc. The reader will appreciate why this is so i.e. no generic guideline document such as this can realistically provide for the variable circumstances specific to the integrated emergency operations plan of any particular airline

Note - Other ‘Parts’ of the CRPM (i.e. Parts 2 to 6) are **not** covered by this guideline except for possible contextual mentions or cross-referencing purposes etc.



## Section 1

### WET-LEASE OPERATIONS





## INTRODUCTION

A **wet lease** is an arrangement whereby one aircraft operator (the **LESSOR** - i.e. providing a 'wet lease **out**') generally provides an **aircraft** - complete with **crew, maintenance and insurance (ACMI)** to another aircraft operator (the **LESSEE** - i.e. taking a 'wet lease **in**'), the latter usually paying for all other operating costs

The **LESSEE** may use the leased aircraft for any purpose described in an associated contract. Furthermore, the flight number of the **LESSEE** is typically used

**Note:** For the remainder of this Section 1 (and for the sake of simplicity only) the terms 'aircraft operator' and 'airline' (where used) are typically assumed to refer to a '**passenger airline**'

Unless stated otherwise it is further assumed that the **LESSOR** is an aircraft operator / airline (and thus a passenger airline). This is not always the case of course in reality e.g. there are many organisations around the world (not being any sort of airline at all) which lease aircraft

A wet lease can last e.g. from one month up to several years - anything less generally being considered to be one or other type of air charter (for more on latter, see Section 2 of this guideline)

A wet lease-in is typically utilised by a **LESSEE** to:

- Increase capacity during peak traffic periods and / or for other reasons e.g. replacing aircraft grounded for technical reasons
- Initiate new routes (a 'risk management' consideration until the route is 'proven')
- Operate into countries and airports otherwise 'banned' to the **LESSEE** airline e.g. due to inadequate safety procedures on the part of the banned airline

When a **LESSOR** provides less than an *entire* aircraft crew (e.g. typically cockpit crew only with the **LESSEE** supplying the cabin crew), the wet lease can sometimes be referred to as a 'damp' lease

A wet lease without any **LESSOR** provided crew at all can similarly be sometimes referred to as a 'moist' lease. (In such circumstances **LESSEE** provided crew must typically undergo appropriate 'additional / differences' safety & emergency procedures training for the particular type of aircraft being leased)

The term 'dry-lease' is used where just the aircraft is involved i.e. excluding provision of crew, maintenance and Insurance. The **LESSEE** typically requires its own Air Operators Certificate or equivalent and must also ensure that the aircraft is appropriately registered. Dry lease is typically employed / used by dedicated leasing companies e.g. 'GECAS' and similar

This guideline (the document you are reading now) does **not** cover dry-lease arrangements



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## Important Note

### ABCX Airways - LESSOR versus LESSEE

ABCX Airways can be either the LESSOR or the LESSEE with regard to wet lease operations

In this Section 1 - ABCX Airways has been assumed to be the LESSOR airline

Note: Where ABCX Airways is, in fact, the LESSEE airline (i.e. **not** the LESSOR airline) - then the roles, procedures and recommendations contained in this Section 1 **must** be re-evaluated and interpreted accordingly by users / readers e.g. anything referring to the LESSEE shall generally then apply to ABCX Airways - and vice versa to the (non ABCX Airways) LESSOR airline

Common sense and logic should be used in such re-evaluation & interpretation, to avoid misunderstandings

Where ABCX Airways is the LESSEE airline, it is possible that the wet lease-out conditions (re integrated [joint] emergency response operations) imposed by the LESSOR airline may have no resemblance to the equivalent ABCX Airways suggested procedures and practices contained in its own IEO plan (as based on this guideline i.e. the document you are reading now) - and that the LESSOR is unwilling to change this situation

In such circumstances it is for appropriate ABCX Airways senior management to decide whether or not to accept such LESSOR conditions concerning integrated (joint) emergency response operations. Where such conditions are unacceptable to ABCX Airway, it should look elsewhere for a more co-operative LESSEE

Where ABCX Airways is the LESSEE airline, it is possible that the LESSOR airline may **not** have an (its own) equivalent of an IEO plan in place at all. In such circumstances, the LESSOR may be offered use of the ABCX IEO plan for its (LESSOR's) own guidance and adaptation, if so required. There are obviously significant benefits to ABCX Airways in so doing

## GENERAL CONCEPT of OPERATIONS

### Background

The following example (next page) serves as a typical, real-life scenario related to wet lease operations - and might be found useful to 'set the scene' for those unfamiliar with same:



## EXAMPLE ONLY

During the **ABCX Airways** 'low' (commercially 'not so busy') season - the airline (as **LESSOR**) can expect to wet lease-out some of its aircraft and crew (ACMI) to other aircraft operators (**LESSEES**)

A typical example is the **ABCX Airways** operation of **HAJJ** (Muslim pilgrimage from all over the world - to Mecca, Saudi Arabia) flights on behalf of aircraft operators (generally based in Muslim countries), not having sufficient aircraft capacity to fly all of the required HAJJ flights themselves e.g. Garuda (Indonesian) Airlines is a typical HAJJ operation **LESSEE** which works with **ABCX Airways** as **LESSOR**

Such lease (on the *personnel* side) typically includes only flight deck crew (possibly also with deployed aircraft engineering and ops control support) - with the cabin crew being provided by the **LESSEE** airline (i.e. a 'damp' lease)

The **LESSEE's** passengers are booked on such flights as if they were travelling on one of the **LESSEE's** aircraft - however, the leased aircraft itself is likely to still be in the **LESSOR's** colours / paint scheme (but possibly with the **LESSOR's** name and logo changed [temporarily] to that of the **LESSEE**)

The **LESSOR's** aircraft will generally be registered in the **LESSOR's** main state (country) of operation - being UK in the case of **ABCX Airways** i.e. the aircraft' registration details typically do not change

**ABCX Airways** flights (including 'wet lease-out' flights) operate on a UK Air Operator's Certificate.

Accordingly, ultimate **operational** control of all such flights is retained, at all times, by **ABCX Airways**.  
This is a very important concept to keep in mind

## Joint (Integrated) Emergency Response

### Airline **Main** Emergency Response Plans

The **ABCX Airways** 'Integrated Emergency Operations (IEO) Plan' (prepared by following this guideline) and its **LESSEE's** equivalent plan (if any such plan exists) should be used as primary guides for responding to actual / real integrated (joint) emergency response and serious incident type operations involving **ABCX Airways** and the **LESSEE**

It is expected that the \* **MAIN** (overarching / parent) Emergency Response Plans (of which the IEO plan is typically just one of several, subordinate components) - for **each** airline, will **also** be consulted and used to the appropriate degree required

\* Note: **ABCX Airways main** emergency response plan comprises **all** 10 (separate) **volumes** of CRPM Part 1 - the **subordinate** IEO plan being designated as 'Volume 8'

Where the **LESSEE** airline has no equivalent IEO plan of its own in place - then it may request use of the equivalent **ABCX Airways** IEO plan for its own guidance & adaptation in preparing such plan - before an associated lease becomes effective. Provision of same shall be at the complete discretion of **ABCX Airways** - but should (obviously) not be unreasonably refused



### ABCX Airways - Document Ownership

The **ABCX Airways** Crisis (Response) Planning Manager is the owner of that airline's IEO plan and is thus responsible for all content, revision and associated procedures - except for aviation security related matters (the latter being the responsibility of the ABCX Airways 'Aviation Security Manager')

Appropriate extracts from the **ABCX Airways** 'Aviation Security Manual / Air Carrier Security Programme' - dealing with security related occurrences to wet lease-out operations will be found at attachment **1** to this Section **1** (Note - attached 'notionally' (pretend) in this document i.e. the one you are now reading)

**ABCX Airways** requests the **LESSEE** to provide it (**ABCX Airways**) with a soft copy of the *equivalent* extracts from its own 'Aviation Security Manual / Air Carrier Security Programme' or equivalent document

### Equivalent Document Preparation

If not already in existence *pre* wet-lease, the **LESSEE** shall be 'requested' by **ABCX Airways** to produce its own (**LESSEE**) equivalent of the (**ABCX Airways**) IEO plan - in order to better facilitate joint emergency planning and response measures between the two airlines. This should be done *before* the wet-lease commences

If it is \* possible for the format and approximate content of the **LESSEE's** equivalent plan to broadly match that of the **ABCX Airways** plan - then a significant degree of desired standardisation between such plans will be achieved

\* e.g. this is possible in circumstances where the **LESSEE** has no such plan available / prepared in the first place - and thus such plan needs to be prepared 'from scratch'. Even where such **LESSEE's** equivalent plan already exists before commencement of the wet-lease, everything possible and practicable should be done by both airlines to enhance standardisation and commonality between their plans - before the wet-lease commences

The **LESSEE** shall be requested to provide **ABCX Airways** with a soft copy of its equivalent IEO plan(s). Relevant *extracts* from the latter shall be reproduced in the **ABCX Airways** IEO plan as a temporary attachment (i.e. in attachment **2** to Section **1**)

Reminder, where the **LESSEE** does not have any (its own) IEO plan in place, then it may request use of the **ABCX Airways** IEO plan for guidance, if so required, in preparing such plan. This shall be subject to requesting use of same from **ABCX Airways** - such request not being unreasonably refused

Where the **LESSEE** is unable (for whatever reason) to produce any such IEO plan equivalent before the associated wet lease-out contract is due to become effective, senior **ABCX Airways** management should review whether or not to proceed with said contract



### Catastrophic Aircraft Accident

In the event of an actual / real aircraft related **RED** Alert (latter is an **ABCX Airways** term - associated with alerting and response to a **catastrophic aircraft accident** type situation) involving a wet lease-out operation, the **ABCX Airways** IEO plan shall be used as the primary guide to emergency response activities by **ABCX Airways**. As mentioned at the bottom of page 26, it will also be necessary to refer to and possibly use required elements of the parent (main) **ABCX Airways** emergency response plan - where appropriate

In such circumstances - **ABCX Airways** shall 'request' that the **LESSEE** uses its own IEO and main ERP equivalents to guide its own, associated emergency response

### Aircraft Incidents

In the event of an aircraft related **ORANGE** Alert (**ABCX Airways** term - associated with alerting and response to a **serious aircraft incident** type situation) involving a wet lease-out operation by **ABCX Airways** - the latter's IEO plan shall be used as an advisory guide to its own incident response activities

In such circumstances - the **LESSEE** shall be requested (by **ABCX Airways**) to do likewise with its own, **equivalent** plan (if it has one?)

### Security Related Occurrences

Aircraft security related occurrences are classified by **ABCX Airways** as **RED**, **ORANGE** or **YELLOW** - depending on the severity and circumstances of the occurrence

The **LESSEE's** Aviation Security Manual (or equivalent document) and the **ABCX Airways** 'Security Manual / Air Carrier Security Programme document' shall be used to guide joint (integrated) response to security related contingencies

Note - The two paragraphs immediately above are shown herein for context and cross-reference purposes only - as **security related emergencies are beyond the scope of the IEO plan**. That said, an appropriate security plan for use with joint operations (in this case - wet lease-out ops) must obviously be produced and managed in a similar way to that of said IEO plan. This is typically the responsibility of the airlines' aviation security departments / business units

### Other Occurrences

The **ABCX Airways** IEO plan may be adapted to guide its response to *any other emergency situation* involving integrated (joint) operations e.g. Missing or Overdue Aircraft; Ground Accident / Incident; Natural Disaster etc. Same goes for the **LESSEE** and its equivalent plan(s)



## Primacy 1

Note - the term 'primacy' as used herein refers to which organisation (considering airline / aircraft operator *wet lease* operations only) has **prime** (lead) responsibility for the management and oversight (i.e. in overall charge) of particular aspects of integrated emergency planning and response operations - as related to a catastrophic aircraft accident type scenario

Above Situation = Declaration of an ABCX Airways **RED** Alert / LESSEE's Equivalent Emergency Status

Primacy - Operational / Technical Matters (e.g. Air Accident Investigation & Associated Subjects)

ABCX Airways as LESSOR is expected to assume primacy (i.e. over and above the LESSEE) for all emergency response matters concerning **operational** / **technical** type issues - particularly those aspects of an airline's (aircraft operator's) responsibilities re air accident reporting and investigation; aircraft recovery / salvage etc.

'Care of People' Issues (e.g. Humanitarian Assistance)

As a general principle, the LESSEE is expected to assume primacy (direct or delegated - see 'GO Team' paragraphs and associated note re the 'HAT' - on pages 30 and 31) for most matters of emergency response concerning **'people'** type issues

Primarily this concerns the welfare of all victims (passengers, crew and any ground victims) of an aircraft accident + their (not having been on board the accident flight nor classified as ground victims) family, relatives & friends worldwide

Generally speaking the above relates to 'Humanitarian Assistance Team - HAT', 'Emergency Call Centre - ECC' and 'Disaster Victim Identification - DVI' related issues - plus any associated matters

As an exception, the welfare of any **crew** provided by the LESSOR shall typically (but not always) be provided in the **short term** by the LESSEE (where appropriate to circumstances 'on the day') - but is expected to be eventually assumed by the LESSOR - as soon as it is able so to do

Note - Where the LESSEE is unable to assume any of the above responsibilities at all, for whatever reason - such responsibilities **might** be assumed by the LESSOR if possible, practicable and desirable (to the LESSOR) so to do - and always at its (LESSOR'S) own, absolute discretion

Emergency Response Centres - ERC (e.g. Crisis Management [Command, Control, Coordination and Communication] Centres)

It is expected that the **ERCs** of both LESSOR and LESSEE will be fully operational - with the LESSOR's ERC typically assuming primacy on **operational** matters and the LESSEE's ERC on **people** type issues. Primacy on any other ERC related matters shall be jointly agreed to 'on the day'



### Emergency (Telephone) Call / Contact / Information Centre (ECC)

The **LESSEE's** ECC (if any) should assume primacy. The **LESSOR** should generally **NOT** operate a similar facility (assuming it has one) without clearance from the **LESSEE**. Such clearance is **\* unlikely** to be granted due to the significant problems to be overcome (e.g. lack of effective data exchange, risk of confusion etc.) when simultaneously running two or more ECCs

**\* Note** - an exception to this might occur where the **LESSEE** has its own **ECC** - BUT where the call taking / making capacity of same is insufficient for the anticipated volumes of calls to take and make (e.g. a full [passenger load] Airbus A380 experiencing a catastrophic air accident can easily generate over 100,000 inbound telephone calls alone per 24 hours)

In which case (and assuming that the **LESSOR** also has its own **ECC** and is agreeable) - then **both** ECCs might be able to operate together. Due to the very considerable risks associated with the latter, it should never be done 'ad hoc' i.e. it should have been **pre-planned for**; appropriate procedures produced, associated staff trained and exercised in said procedures etc. - all of which probably falls into the 'too difficult' box insofar as any **LESSOR** is concerned

A further word of caution here - i.e. in general and **commercial** terms, there may be little or no advantage in the **LESSOR** getting involved as described above - in fact, **there is a possibility of significant disadvantage**. That said - different considerations might apply when looking at the matter in **humanitarian** terms???

Note - Where the **LESSEE** is **unable** to assume the above responsibilities **at all**, for whatever reason - such responsibilities **might** be assumed by the **LESSOR** if possible, practicable and desirable (to the **LESSOR**) so to do - and always at its own, absolute discretion

However, we have already seen above that, on balance, this course of action **might** be considered to be undesirable - for a number of valid reasons

### GO Team / Equivalent

The **LESSOR's GO Team** (ABCX Airways term) and the **LESSEE's** equivalent team (if any) are both expected to deploy where appropriate - with the split of responsibilities typically aligned as per operational / technical and people matters as already outlined above and / or referred to below

In principle, the **LESSOR's** GO Team should assume primacy of **both** deployed airline (GO) teams - BUT should typically **delegate** primacy of the **Humanitarian Assistance Team - HAT** element(s) (or equivalent) and similar 'people' matters responsibilities, to the **LESSEE's** GO Team (or equivalent)

Note 1 - Where the **LESSEE** is unable to assume the above responsibilities - same **might** be assumed by the **LESSOR** if possible, practicable and desirable (to the **LESSOR**) so to do - and always at its own discretion



Note 2 - where a catastrophic aircraft accident occurs at or very close to the main **HQ location** of either the **LESSOR** or **LESSEE** (including the 'home base / main hub airport of either - in circumstances where significant numbers of airline staff [with appropriate work and associated ERP roles] are available at same) then the airline having its HQ etc. at such location obviously does **\*** not need to deploy a 'formal' GO Team in the conventional understanding of same

**\*** Nominated staff will, of course, still be deployed locally to respond to the emergency on behalf of the 'local' airline.....BUT, in such circumstances they are obviously not the 'GO Team' and, furthermore, a 'GO Team' (in the formal sense of the term) is not required

Whilst the 'other' (**non-local**) airline **is** still required to deploy a GO Team to a 'local' accident location as described in the situation above, the 'rule of primacy' (as documented in the last but one [penultimate] paragraph at the bottom of the previous page) shall be adjusted such that e.g. the **LESSOR's GO Team** shall (on arrival) come under **direct** (instead of 'delegated') primacy of the **LESSEE**, insofar as **HAT and similar 'people' type matters only** are concerned

Where the **LESSEE's** GO Team is required to deploy 'locally' in similar circumstances to those described in the three paragraph immediately above - then what is contained in the last but one (penultimate) paragraph at the bottom of the previous page, shall **still** apply

### Crisis Communications

The **Crisis Communications** task is expected to be **jointly** handled (i.e. shared primacy - **\*\*** at least in principle) by the **LESSOR's** and **LESSEE's** Crisis Communications Teams (including their agents and advisors where appropriate) - the overriding principle being that there is a controlled, co-ordinated and consistent (effective, efficient and expeditious) crisis communications response

Furthermore, this combined effort shall be jointly co-ordinated with similar and related crisis communications efforts from e.g. Air Accident Investigation Authorities, Airport Management Authorities, Emergency Services, Government Agencies (at all levels) etc. - where possible, practicable and advantageous so to do

**\*\*** Where the crisis communications team of one airline has very significantly more experience of crisis communications matters than the other, then the less experienced airline should take full advantage of such experience - even though primacy is (in principle) equally shared

### Primacy 2

#### All Other Occurrences

The **RED** Alert (and **LESSEE's** equivalent emergency response alert states) **primacy parameters** documented above are to be used by **LESSOR** and **LESSEE** to assist in deciding similar primacy parameters for any **other** type of integrated emergency / incident / crisis response operation





## SPECIFICS

Note - what follows needs (in reality) to be **mutually pre-agreed and approved** by the airlines / parties involved, documented and then cross-referred to (i.e. not documented again in full) in the associated (legal) leasing contract (usually in the form of a short appendix) such that it becomes a binding requirement upon exchange of said executed (signed) contract(s)

The primacy 'rules' (documented on pages 29-31 above) apply to all of the below unless stated otherwise

## Alerting

When either LESSOR or LESSEE becomes aware of a major emergency occurrence to a relevant wet lease-out operation - the **other** airline's 24 hour Operations Control Centre - OCC (or otherwise the nominated point of contact for emergencies) shall be advised / alerted **immediately** by **telephone**, followed up (as soon as possible) by written notification, using the specific emergency occurrence alerting message, as used by the particular airline / organisation originating the alert

Other alerting processes (e.g. internal and external alerting) shall be for the particular airline to activate as per its **own** standard emergency response procedures

Frequent telephone updates on the developing emergency situation shall be provided by one airline to the other (as appropriate) and vice versa - initially from OCC to OCC, but eventually from Emergency Response Centre (Crisis Management Centre) to Emergency Response Centre

## Activation

Once alerted, each airline shall be responsible for implementing its own emergency activation procedures - adapted 'on the day' as required - to suit the particular circumstances of the actual, developing emergency situation





EXAMPLE ONLY

ABCX Airways (**LESSOR**) - Operations Control Centre Contacts

ABCX Airways - Ops Control Centre

- + Phone - landline (**Emergency Hotline**)
- + Phone - landline 1
- + Phone - landline 2
- + Phone - mobile / cell 1
- + Phone - mobile / cell 2
- + Phone - mobile / cell 2
- + Satellite phone 1
- + Satellite phone 2
- + FAX 1
- + FAX 2
- + SITA 1
- + SITA 2
- + Email 1
- + Email 2
- + Email 3



EXAMPLE ONLY

ABCX Airways (**LESSOR**) Crisis Management Centre (CMC) Contacts - (equivalent of an 'ERC')

Management Team

Crisis Director	+ 44 (0)432 xxx xxxx	<a href="mailto:cdcmc@abcxairways.com">cdcmc@abcxairways.com</a>
Deputy CD	+ 44 (0) 432 xxx xxxx	<a href="mailto:depdc@abcxairways.com">depdc@abcxairways.com</a>
Log Manager / Admin	+ 44 (0) 432 xxx xxxx	<a href="mailto:l&amp;acmc@abcxairways.com">l&amp;acmc@abcxairways.com</a>

Crisis Support Unit Reps - located in CMC

Airports (Ground Ops)	+ 44 (0)432 xxx xxxx	<a href="mailto:aptscmc@abcxairways.com">aptscmc@abcxairways.com</a>
Cabin Crew	+ 44 (0)432 xxx xxxx	<a href="mailto:cccmcc@abcxairways.com">cccmcc@abcxairways.com</a>
Engineering	+ 44 (0)432 xxx xxxx	<a href="mailto:engcmc@abcxairways.com">engcmc@abcxairways.com</a>
Finance	+ 44 (0)432 xxx xxxx	<a href="mailto:fincmc@abcxairways.com">fincmc@abcxairways.com</a>
Flight Operations	+ 44 (0)432 xxx xxxx	<a href="mailto:fopscmc@abcxairways.com">fopscmc@abcxairways.com</a>
Insurance	+ 44 (0)432 xxx xxxx	<a href="mailto:inscmc@abcxairways.com">inscmc@abcxairways.com</a>
Legal	+ 44 (0)432 xxx xxxx	<a href="mailto:legalcmc@abcxairways.com">legalcmc@abcxairways.com</a>
Safety / Quality	+ 44 (0)432 xxx xxxx	<a href="mailto:safecmc@abcxairways.com">safecmc@abcxairways.com</a>
Security	+ 44 (0)432 xxx xxxx	<a href="mailto:seccmc@abcxairways.com">seccmc@abcxairways.com</a>
Staff Travel	+ 44 (0)432 xxx xxxx	<a href="mailto:stcmc@abcxairways.com">stcmc@abcxairways.com</a>

Liaison & Support Reps - located in CMC

GO Team	+ 44 (0)432 xxx xxxx	<a href="mailto:gocmc@abcxairways.com">gocmc@abcxairways.com</a>
Emergency Call Centre	+ 44 (0)432 xxx xxxx	<a href="mailto:ecccmcc@abcxairways.com">ecccmcc@abcxairways.com</a>
Crisis Communications	+ 44 (0)432 xxx xxxx	<a href="mailto:mediacmc@abcxairways.com">mediacmc@abcxairways.com</a>
HAT	+ 44 (0)432 xxx xxxx	<a href="mailto:hatcmc@abcxairways.com">hatcmc@abcxairways.com</a>
OCC Duty Manager	+ 44 (0)432 xxx xxxx	<a href="mailto:occcmc@abcxairways.com">occcmc@abcxairways.com</a>

CMC Dedicated Use M. Phones & Satellite Phones etc.

	+ 44 (0)437 xxx xxxx
	+ 44 (0)437 xxx xxxx
	+ 44 (0)437 xxx xxxx
	+ 8816 314 xxx xxxx (PIN1111)
	+ 8816 314 xxx xxxx (PIN2222)
FAX Inbound	+ 44 (0)432 xxx xxxx
FAX Outbound	+ 44 (0)432 xxx xxxx

**CMC manned during major crisis only**



*EXAMPLE ONLY*

**LESSEE's CONTACT INFORMATION** (to be completed by or on behalf of lessee)

Airline / LESSEE Name	TBA
Airline / LESSEE 24H Ops Control Centre	+ Phone 1 + Phone 2 + Satellite Phone + FAX + SITA + Email 1 + Email 2
Airline / LESSEE Manager Responsible for Lease	+ Phone + Phone + FAX + SITA + Email
Airline / LESSEE Emergency Response Centre	+ Phone 1 + Phone 2 + Phone 3 + Satellite Phone 1 + Satellite Phone 2 + FAX 1 + FAX 2 + SITA 1 + SITA 2 + Email 1 + Email 2
Airline / LESSEE Emergency Response Manager	+ Phone 1 + Phone 2 + Phone 3 + FAX + SITA + Email
Airline / LESSEE Crisis Communications Team	+ Phone 1 + Phone 2 + Phone 3 + FAX + SITA + Email
Other Contact Information	+to be advised by LESSEE



## Command & Control

Each airline shall invoke its own crisis Command & Control (C4) system where required - in response to a major emergency. Primacy of Command & Control has already been discussed as per above (see 'Primacy 1' - page 29). Levels of Command & Control to be invoked will typically range from full activation of ERCs / CMCs for major emergency - to lower level crisis handling by a designated specialist response team(s) and / or the relevant Operations Control Centre(s)

## Humanitarian Assistance Team - HAT

During major emergency response operations the **LESSEE** should deploy a HAT (if any) in support of the crisis - on a world-wide basis (as appropriate) and with all possible speed

**ABCX Airways** (as **LESSOR**) **may** also, at its complete discretion, deploy all / part of its HAT (if any) in joint support of the crisis (humanitarian / people type aspects) in general - and the **LESSEE's** HAT (if any) in particular

On arrival at / as near as possible / practicable to the accident location, it is expected that the two HATs (as available / appropriate) will merge. In such circumstances it is expected that the **LESSEE** will assume **delegated** primacy for all HAT matters (excepting for the circumstances described in the 'GO Team - Note2' - shown at the top of page 31)

Where the **LESSEE** is **unable** to deploy a HAT (for whatever reason) it may ask **ABCX Airways** (as **LESSOR**) to assist (if possible). Upon receiving such a request, the latter shall decide whether or not it is willing and able to provide such assistance

Where **ABCX Airways** agrees to provide HAT assistance as per the paragraph immediately above, the **LESSEE** shall be required to legally agree (in contract) to reimburse **ABCX Airways** for all reasonable and actual costs incurred in the provision of its HAT on behalf of the **LESSEE** - plus any other reasonable charges which it (the **LESSOR**) might wish to levy

Appropriate legal, insurance, financial, personnel, data protection and similar issues should also be covered in such legal agreement / contract

Should the **LESSEE** be of the opinion (i.e. **before** the wet-lease commences) that it would be **unable** to provide a suitable HAT itself and would intend to request use of the **ABCX Airways** HAT as aforesaid - it is strongly recommended that the relevant and appropriate legal agreement be **prepared** and **signed before** the lease commences. **ABCX Airways** may charge the **LESSEE** a subscription / similar fee for such service - such fee and its implementation being at the complete discretion of **ABCX Airways**

Note - **ABCX Airways** also sub-contracts with two third party (external / commercial) specialist, providers of HAT type services i.e.

1. **yyyyyyy** - (a UK based organisation) provides professional, psychosocial services to support the airline in general + the HAT in particular - and would typically deploy as an integral part of any **ABCX Airways** GO Team



2. zzzzzzz - is a world-wide provider of HAT type services which ABCX Airways would use until its own HAT can arrive on-site (or vice versa), after which it is expected that the two teams would merge - with ABCX Airways assuming primacy of the combined teams

Should the LESSEE similarly have contracts with such an equivalent organisation(s) (or possibly even with the same organisation[s]) - then the LESSEE should consult with ABCX Airways **before** activating same

### Emergency Call Centre - ECC

For a major emergency - the LESSEE **only** is expected to activate its own ECC (if any) - and in such circumstances **only** - the LESSEE is generally expected to deal with ECC associated type matters, including the transmission and exchange of 'people' type information

The LESSEE shall generally assume primacy in any such ECC operation

For ECC related matters which might involve ABCX Airways in its LESSOR role (e.g. flight-crew or crisis communications issues) - ABCX Airways should generally progress such matters via / in conjunction with the LESSEE's ERC / CMC

ABCX Airways (as LESSOR) currently has a contract with third party, specialist (commercial) company xxxxxxx - the latter operating an ECC service at time of crisis, on behalf of ABCX Airways - when so directed by the latter

Where the LESSEE is **unable** to operate a 'suitable' ECC (its own or one contracted-in [third party]) for any reason - the LESSEE may request ABCX Airways (as LESSOR) to assist in the matter. Upon receiving such a request, ABCX Airways shall decide whether or not it is willing and able to provide such assistance

A major consideration here will be agreement by ABCX's third party specialist ECC service provider to extend coverage to the LESSEE

In such circumstances - and where agreement is reached to provide said ECC assistance, the LESSEE is expected to formally (legal agreement - via an appropriate contract etc.) agree to reimburse ABCX Airways for all reasonable and actual costs incurred in the provision of an ECC on behalf of the LESSEE - plus any other reasonable charges which ABCX Airways might wish to levy, including those associated with paying the **additional** fees and expenses of the third party specialist (ECC service provider) company (which they [the latter] would certainly apply in such circumstances and which would almost certainly be a significant amount of money)

Appropriate financial, legal, insurance, data protection and similar issues should also be covered in any such legal agreement



Should the **LESSEE** be of the opinion (i.e. **before** the wet-lease commences) that it will be **unable** to provide a suitable ECC itself and intends to request use of the **ABCX Airways** ECC as aforesaid - it is strongly recommended that the relevant legal agreements be **prepared** and **signed before** the lease commences (including agreement with the 3<sup>rd</sup> party provider of ECC services)

**ABCX Airways** may charge the **LESSEE** an additional subscription / similar fee for such service - such fee and its implementation being at the complete discretion of **ABCX Airways**

Note - see again the 'Note' to the [Emergency \(Telephone\) Call / Contact / Information Centre](#) section of this document - page 30 - and be guided accordingly

#### Disaster Victim Identification (DVI) (& associated matters e.g. Personal Effects Recovery)

The **LESSEE** shall typically assume primacy (between **LESSEE** & **LESSOR**) in any **airline** aspects of DVI operations

For a mass casualty type crisis - the **LESSEE** **only** is expected to activate a sub-contracted (third party, commercial) specialist Disaster Victim Identification (DVI) team (if any - and if so permitted by any relevant government / local authority / similar) to represent its and the **LESSOR's** interests in such matter

In such circumstances, only the **LESSEE** and / or its sub-contracted DVI Team will typically deal directly with the appropriate 'authorities' - concerning DVI type matters - as they might relate to both the **LESSEE** **and** the **LESSOR** (typically for crew only for the latter)

For DVI related matters which might involve **ABCX Airways** in its **LESSOR** role (e.g. crew, crisis communications issues etc.) - the airline should typically progress same via the **LESSEE's** ERC / CMC

The **LESSEE** and / or its sub-contracted DVI Team will also (insofar as is permitted by the relevant 'authorities' etc.) typically communicate with and support surviving crisis victims (as appropriate) - and the family, relatives and friends of all (surviving or not) crisis victims - regarding DVI type matters

However, insofar as **crew** victims and their family, relatives and friends are concerned, such communication and support roles are expected to quickly be taken over by the **LESSOR**. Should this occurs, the **LESSOR** **may** request that the **LESSEE's** sub-contracted DVI Team (if any) continues to provide support to its (**LESSOR's**) crew and their family, relatives and friends - subject to both the **LESSEE** and its sub-contracted DVI Team being in agreement

Where such agreement is made, the **LESSOR** agrees to reimburse the **LESSEE** for any extra costs / expenditure associated with delivery of such 'extra' service



Over and above what has been written in the paragraph immediately above, [ABCX Airways](#) currently has a contract with third party (commercial) specialist, company [xxxxxxx](#) - the latter operating a DVI service at time of crisis on behalf of [ABCX Airways](#) - when so directed and if so permitted (by the appropriate 'authorities' etc.)

[xxxxxxx](#) additionally operates DVI **related** services for [ABCX Airways](#) as required (and, again, if so permitted) such as recovery of personal effects; repatriation of mortal remains; funeral and similar arrangements and arranging memorials / memorial services / monuments etc.

Where the **LESSEE** has been **unable** to sub-contract the airline aspects of DVI operations itself (including **related** services) for whatever reason - it may request [ABCX Airways](#) assistance in the matter. Upon receiving such a request, the latter shall decide whether or not it is willing and able to provide such assistance. A major consideration here will be agreement by the [ABCX Airways](#) third party, specialist DVI company to extend such coverage to the **LESSEE** in such circumstances

Where [ABCX Airways](#) and its sub-contracted DVI specialist agree to provide DVI and related services assistance as aforesaid, the **LESSEE** is expected to formally agree (legal agreement - via an appropriate contract etc.) to reimburse [ABCX Airways](#) for all reasonable and actual costs incurred in the provision of such service(s) on behalf of the **LESSEE** - plus any other reasonable charges which [ABCX Airways](#) might wish to levy, including those associated with paying all and any associated, **additional** fees and expenses of the third party specialist (DVI) company

Appropriate financial, legal, insurance, data protection and similar issues should also be covered in such legal agreement

Should the **LESSEE** be of the opinion (i.e. before the wet-lease commences) that it will be **unable** (for whatever reason) to provide a suitable DVI service itself (as described further above) and intends to request use of the [ABCX Airways](#) DVI service as aforesaid - it is strongly recommended that the relevant legal agreement be **prepared** and **signed before** the lease commences. [ABCX Airways](#) may charge the **LESSEE** a subscription / similar fee for such service - such fee and its implementation being at the complete discretion of [ABCX Airways](#)

### [GO Team](#)

Where circumstances so dictate, the **LESSOR's** GO Team (if any) and the **LESSEE's** equivalent team (if any) should both deploy as quickly as possible to the accident location (or as close to the latter as is possible / practicable)

### [ABCX Airways GO Team](#)

The **LESSOR's** GO Team support is typically targeted at 'operational & technical' issues i.e. mainly involved with airline aspects of any aircraft accident investigation process, support for its own crew, aircraft removal / salvage and general liaison on site

However, all or part of the latter's HAT (if any) might additionally deploy as part of the GO Team if considered necessary by [ABCX Airways](#) and / or so requested be the **LESSEE**



### LESSEE's GO Team

The **LESSEE's** GO Team support is likely to be mainly directed at 'people' type issues

Duties are expected to be many and varied - typically delivering humanitarian support and welfare in all of its forms, including addressing the issue of 'immediate economic need' type payments etc.

See also the 'Note 2' at top of page 31

### Crisis Communications

Crisis Communications should be **jointly** handled by the **ABCX Airways** (as **LESSOR**) Crisis Communications Centre and the **LESSEE's** equivalent facility - the overriding principle being a (joint) controlled, co-ordinated and consistent approach to all aspects of crisis communications (press statements / releases; media briefings; websites [dark-sites]; social media etc.)

Furthermore, same should also be co-ordinated with similar response from e.g. air accident investigation authorities; airport management authorities; emergency services; government agencies (at all levels) etc. - where possible and practicable so to do

Ideally only a (one) single spokesperson should represent **both** **ABCX Airways** and the **LESSEE**

However, it is highly likely in reality that a spokesperson will be required in each of the respective home countries of both airlines (if different) - and possibly also at / near to the accident location (if accessible). In such circumstances the co-ordinated approach mentioned above should ensure that both airlines are consistently delivering the same crisis comms messages and other communications

From the airline viewpoint, only **LESSOR** and / or **LESSEE** authorised spokesperson(s) should brief or make statements to the media. Similarly, the airline(s) involved should run all press conferences. Realistically speaking, however, it is highly likely that this will not be permitted e.g. a panel of selected persons will typically deliver press releases / statements etc. and run press conferences

The main spokesperson of such panel is likely to be an appropriate (probably senior), government representative(s) - with the accident airline's crisis comms rep(s) relegated to a supporting role only. Similar arrangements will probably apply to the running of press conferences

All airline staff finding themselves the subject of unwanted media scrutiny, questions etc. - are to refer same to the **ABCX Airways** Crisis Communications Centre or the **LESSEE's** equivalent. Appropriate telephone, FAX, email and social media related contacts and information should be made available by both airlines, for this purpose

Queries from the media made **before** the airlines' Crisis Communications Centres / equivalent teams have activated are to be handled in a similar manner to that described in the para above – also ensuring that the media are aware that the Centres are in the process of activation and will not be able to respond immediately





Attachment 1 to Section 1

Appropriate extracts from [ABCX Airways](#) 'Security Manual / Air Carrier Security Programme'

*To be completed as required by the user of this Guideline Document*



Attachment 2 to Section 1

Appropriate extracts from LESSEE's publications / documents

*To be completed as required by the user of this Guideline Document*



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## Section 2

### **AIR CHARTER OPERATIONS**





## INTRODUCTION

'**Air Charter**' refers to the renting out ('**chartering-out**') an **entire** aircraft or **part** (a certain number of seats) of an aircraft. The main areas of interest here for **ABCX Airways** (as used in this guideline and the subsequently produced IEO plan) is '**Full** (Public)' and '**Ad hoc**' passenger air charter operations

By way of contrast with passenger carrying aircraft '**leasing**' ops - everything concerning the passenger carrying '**charter**' flight itself is typically provided, accomplished, arranged, operated, manned, controlled, administered etc. by **ABCX Airways** itself - and / or by its **parent / affiliate organisation(s)** (typically a tour operator, travel company / agency etc.) - and / or by its appointed '**air charter**' agent(s)

Air charter operations typically include (the list is not exhaustive):

- \* 'Package / inclusive' (flight, vacation accommodation and other services **booked together**) type operations for tour operators and similar (vacation & travel companies etc.)
- Government related operations (e.g. trooping [military] flights)
- Air ambulance and similar medical type operations
- Humanitarian operations
- Business and 'upper end' Leisure Aviation (all types)
- **Air taxi** (on demand)
- Urgent or time-sensitive freight / cargo / mail / body parts (living tissue) etc.

\* Not so long ago it was a legal requirement (in some jurisdictions) for a package flight to include 'extras' over and above the flight itself e.g. accommodation and meals. Today, most package type airlines operate more closely (but still in not quite the same way) to the scheduled airline model e.g. they publish flight schedules and carry 'air-fare only' passengers - in addition to the traditional 'package' passenger

### Air Charter - Context with regard to Integrated (Joint) Emergency Response Operations

Two types of air charter typically best relate to demonstrating integrated (joint) emergency operations i.e.

- **Full (Public) Charter** - typically relating to the longer term 'renting' of an entire aircraft or even a fleet of aircraft. Such ops are usually undertaken by 'package' type tour operators (vacation companies) - requiring aircraft seating capacity on a varying seasonal basis, but where such operators generally do not have the required infrastructure (i.e. not being an airline) to operate such aircraft directly themselves

(Tour operators might actually 'own' the 'chartered' airline[s] e.g. at one time the TUI Travel Group [one of the largest tour operators in the world] actually 'owned' several charter airlines within Europe, including the world's largest - Thomson Airways. At the time, the latter operated around 60 passenger aircraft [including the Boeing 787], to almost 100 shorter, medium and long-haul destinations, predominately on behalf of TUI)



- **Ad Hoc Air Charter**.....usually referring to the chartering-out of an entire or part aircraft to an individual; group, business / organisation / corporation; government etc. - on an ad hoc (one-off) basis, generally with specialised itineraries

### Important Note

#### ABCX Airways

#### Chartering-out versus Chartering-in

ABCX Airways can either be chartering-out or chartering-in an aircraft (on an 'air charter' basis). In this Section 2 - ABCX Airways is assumed to be the chartering-out airline

Note 1: Where ABCX Airways **is**, in fact, the chartering-in airline (i.e. **not** the chartering-out airline) - then the roles, procedures and recommendations contained in **this** Section 2 **must** be re-evaluated and interpreted accordingly by users / readers e.g. anything referring to the chartering-in airline shall generally then apply to ABCX Airways - and vice versa to the (**non** ABCX Airways) chartering-out airline. Common sense and logic should be used in such re-evaluation & interpretation, to avoid mistakes in understanding

Where ABCX Airways **is** the chartering-in airline, it is possible that the ad hoc charter conditions (re integrated [joint] emergency response operations) imposed by the chartering-out airline may have no resemblance to the equivalent ABCX Airways suggested procedures and practices contained in its own (ABCX Airways) IEO plan (latter based on this guideline i.e. the document you are reading now) - and that the chartering-out airline is unwilling to change this situation

In such circumstances it is for appropriate ABCX Airways senior management to decide whether or not to accept the chartering-out airline's conditions concerning integrated the (joint) emergency response operations. Where such conditions are unacceptable to ABCX Airways, it should look elsewhere for a more co-operative chartering-out airline

Where ABCX Airways **is** the chartering-in airline, it is possible that the chartering-out airline may **not** have an (its own) equivalent of (the ABCX Airways) IEO plan in place at all. In such circumstances, the chartering-out airline may be offered use of the ABCX IEO plan for its (chartering-out airline's) own guidance and adaptation, if so required. There are obviously significant benefits to ABCX Airways in so doing

Note 2: For simplicity, what is written above refers to charters between airlines. This will not always be the case of course and other types of chartering operators, companies, persons are (within the context of IEOs) also referred to further below



## GENERAL CONCEPT of OPERATIONS

### Background

ABCX Airways routinely 'sells' its own (passenger) air charter services. Typical reasons why such services are engaged include (the list is not exhaustive):

- \* Providing short term capacity increase for another aircraft operator
- Famous and / or affluent and / or influential person, persons and organisations chartering an entire aircraft - generally for whatever purpose is required e.g. supporting a tour by a famous pop artist; taking an entire football team on tour; VVIP (e.g. 'Royalty') travel etc.
- \* Travel organisations (tour operators, travel agents etc.) using air charter ops to move their customers e.g. a tour operator fully or partly booking an ABCX Airways aircraft for ad hoc and / or seasonal (or longer) 'package' type vacations etc.
- Cruise ship companies flying customers to the airports nearest where they are expected to join a cruise - and vice versa
- Evacuating persons from areas of natural or human instigated disaster
- Operations on behalf of government, the military etc.

Only those marked with an asterisk (\*) above practically lend themselves to integrated (joint) emergency operations (IEOs) between **airlines** - as documented herein

Note - another scenario might involve the chartering-out airline needing to sub-contract the charter to another (different) airline where (for whatever reason) the former finds itself in a position in which it is unable to fulfil the charter itself (e.g. due aircraft technical problems). Thus IEO planning is required between the two airlines actually involved

For the others, the possibility of IEOs depends on the circumstances e.g. (the list is not exhaustive):

- Some **cruise ship** companies have the equivalent of the airline concepts of GO Team; Humanitarian Assistance Team; Emergency Call Centre etc. They also need to conduct crisis communications (when required) of course. Thus airline / cruise ship company IEOs might (should) be planned for where circumstances so permit and are appropriate
- Some **government** (e.g. military; government's foreign office; civil defence / emergency services etc.) and **humanitarian** (e.g. United Nations; Red Cross / Crescent) related air charter operations might also lend themselves to be included in IEOs - as such organisations typically have the reasonably sophisticated emergency (contingency) response systems / facilities / manpower resources etc. required



## Application

### Airlines Only Involved

The information already provided in Section 1 (aircraft **leasing** IEOs) of this guideline should be used / adapted to guide IEO planning and response operations for (this) Section 2 (**air charter** operations)

For example, where the terms LESSOR and LESSEE have been used in Section 1, they should be replaced in this Section 2 with the terms '**chartering-out airline**' and '**chartering-in airline**' respectively

Where variations of the word 'lease' have been used, they should be changed to similar variations of the word 'charter'. The words / title 'Section 1' should be replaced with 'Section 2' - and so on

The user (i.e. using this guideline to produce the actual IEO plan required) shall be 100% responsible for making the above and any other changes necessary to the Section 1 material - thus ensuring that this Section 2 is absolutely correct in terms of content, terminology, relevance, accuracy, logic, literary and numerical sense, cross-referencing sense etc.

### Other Organisations and Entities Capable of Conducting IOEs

We have already referred on the previous page to a small number of **non-airline** organisations etc. which are probably capable of the joint planning and implementation of adequate (or potentially adequate) IEOs - in conjunction with the **chartering-out airline**

When the material to be contained under the '**Airlines Only Involved**' title (as described a little further above) has been completed and inserted herein (by the appropriate user of this guideline), that same material can then be further interpreted and adapted to produce the equivalent material required here (under title '**Other Organisations and Entities Capable of Conducting IOEs**'). This must be accomplished of course, in close liaison, co-operation and co-ordination with the non-airline organisations / entities concerned

### Persons - as 'Groups' and / or as 'Individuals'

Much of what is contained above in this Section 2 relating to '**airlines**' and '**other organisations and entities capable of conducting IOEs**' - will not be appropriate for **persons** (whether as individuals and / or as a group) chartering a flight for themselves - either directly or via e.g. an air charter broker

However and insofar as is permissible, practicable and desirable - some form of emergency 'plan' (basic as it might be) should still be pre-agreed & pre-prepared in conjunction with such passenger(s) and their nominated 'representatives'

This might be as simple as recording appropriate personal details of each passenger + contact details of the (non-flying) 'next of kin / closest relative' of each passenger. This might be extended by having several other emergency contact 'back-ups' (including perhaps an employer's and a 'local' police number or equivalent) in case the primary person(s) is / are not contactable

Information on blood group and existing medical conditions might also be recorded. Passenger(s) should be advised why this is being done - and may refuse to divulge such information. So be it!





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### Section 3

## MUTUAL (Reciprocal) EMERGENCY RESPONSE & SUPPORT OPERATIONS

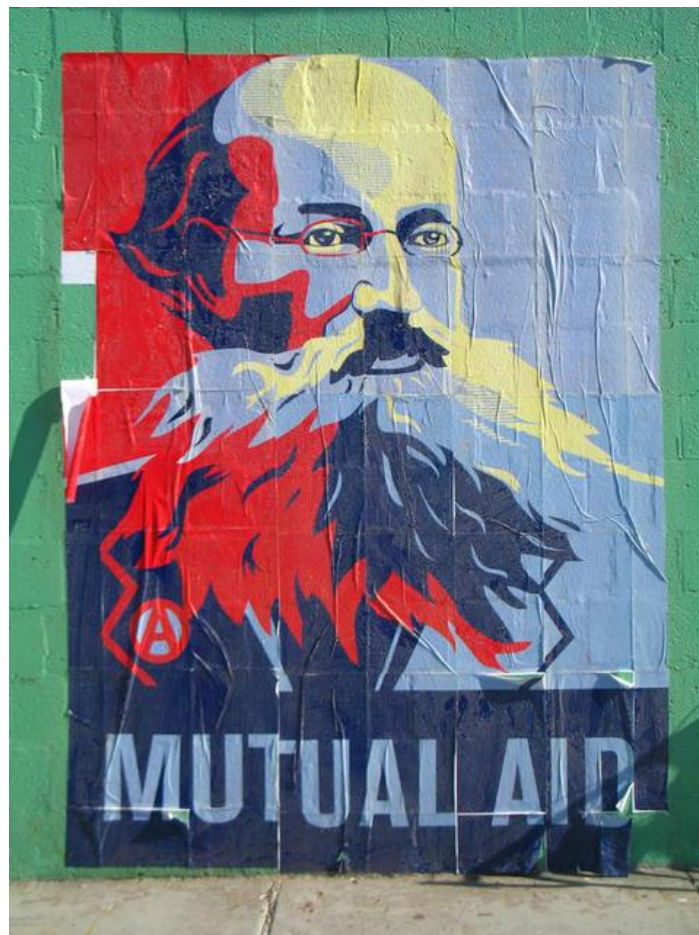


Photo credit: eshutt / Foter / CC BY-SA



## EMERGENCY RESPONSE - MUTUAL (Reciprocal) CO-OPERATION AND SUPPORT AGREEMENT

### Overview

An 'emergency response mutual (reciprocal) co-operation and support agreement' between two (and possibly more) airlines is a delightfully simple concept which functions reasonably well in practice. It works as follows:

- Airline A (based at ABC airport in CDE country) flies daily to airport UVW in XYZ country
- Airline U (based at UVW airport in XYZ country) flies daily to airport ABC in CDE country
- Both airlines have fairly sophisticated emergency response facilities at their based airport
- Airline A signs an agreement with airline U to provide its (airline A's) full emergency response facilities (everything they have - give or take) to airline U, should the latter experience a major accident at ABC airport OR elsewhere within CDE country - and vice versa for airline U

Although this type of agreement has been around (in its current form) for many years now, it has not been as widely adopted as its simplicity and effectiveness warrants - which is a shame!

There are examples of some simple principles to follow when considering such an agreement (the list is not exhaustive):

- In theory, the 'assisting' airline will provide **all** or any part of **its own emergency response system** to the airline requiring the assistance - depending on the needs of the latter
- The assisting airline does **not** change its emergency response system in any way when providing such assistance
- Because of the first two bullet points above, key staff from the airline requiring assistance must be familiar (good working knowledge) with the emergency response system of the assisting airline. This particularly applies to local station / airline representative staff
- There is no overriding requirement for the supporting facilities of each airline to be broadly 'equivalent' e.g. airlines with very sophisticated emergency response systems sign mutual / reciprocal agreements with partners who have nothing like the same degree of sophistication - but what the latter can typically provide is the essential element of a rapidly available source of local (to the accident site) **manpower**
- In addition to the assisting airline providing emergency response support to a mutual partner at or near its (the former's) home base, it might also undertake to assist anywhere else in its home country /region - at an airport or otherwise
- Worldwide reciprocal support can be provided if mutually agreed to by the partners



- Regular liaison (including joint training and exercising plus other essential requirements) should be maintained between the partners
- It must be recognised that there might (very rarely) be occasions when the assisting airline is actually unable to supply the requested assistance e.g. if it has its own crisis concurrent with the crisis of the airline requesting assistance or possibly if it is simply just too busy at the time to assist
- The agreement is usually for an indefinite period
- There is usually no joining fee or subscription
- The airline to which assistance is provided will reimburse its assisting partner for all reasonable costs, losses etc. incurred in providing the assistance
- An appropriate contract (legal form of agreement) should be used to formalise matters. In addition to such contract spelling out the basics of the 'nuts and bolts' of the services themselves - the appropriate legal, financial, insurance etc. requirements should also be spelled out e.g. cost reimbursement procedure; liability and indemnity etc. matters; insurances to be held (covering who / what / when / for how much etc.)

An example of a typical 'emergency response - mutual co-operation and support' agreement follows  
- starting on page [54](#)

### IMPORTANT

Whilst most support services (where available of course) are 'on the table' for consideration when putting together an 'emergency response mutual (reciprocal) co-operation and support agreement' - one of the most potentially useful (even if available) should probably be 'off-limits' - for a number of valid reasons

We are referring here to the potential assisting airline's 'emergency (telephone) call / contact centre - ECC' facility (if it has one of course) - and more specifically, to an ECC which is operated by the airline itself, rather than being leased-in contractually from a commercial, third party provider of such service

- First thing to note here is that very few airlines are capable of running their own 'fit for purpose' ECCs, for a number of reasons. Those very few which do typically belong to the elite 'big boys' league - having the resources, know-how and whatever else it takes to do so
- Secondly, a large (specifically trained and exercised) manpower resource is typically needed to run such an ECC on a 24H basis (which is what is required when considering that such airlines might need to deal with potential incoming telephone call volumes exceeding 100,000 calls per 24 hours [whilst also dealing with additional outbound and return calls])



- Thirdly, sophisticated telecommunications and IT capabilities (specifically for the ECC) are essential
- Lastly, there is typically an (adverse) commercial impact on an airline whilst it is conducting ECC operations, using its own ECC

For all of the above reasons, any potential assisting airline (having its own ECC capability) might wish to think long and hard when considering whether to include its ECC services in mutual emergency aid agreements

However, there is an even more compelling reason to omit ECC services from such agreements - and this relates to the very significant risks involved in one airline (with an ECC) running actual ECC services on behalf of another airline (without an ECC)

The risks typically relate on one hand to an inability to effectively and efficiently deal with the humanitarian and informational needs (amongst others) of those who will be calling (or will be called by) the ECC at time of crisis. The second risk leads on from the first i.e. reputational risks for both airlines involved because they 'did not get it right' on the day

The first risk arises because where one airline is required to effectively and efficiently use its ECC (for real) on behalf of another airline, a very significant amount of joint training (initial and recurrent) and exercising (ongoing) between the airlines is required (in order to largely mitigate the risks identified above) - and same is usually way beyond what is envisaged in mutual emergency aid agreements

So what alternative solution is available to the above situation?

The answer of course is that if your airline does not have its own fit for purpose ECC capability (and the vast majority do not) - then do the sensible (and right) thing and take out a contract with a specialist, third party (non-airline) commercial organisation (e.g. Aviem; Blake; FEI; Kenyon) to lease-in their ECC services on your airline's behalf when so required. Doing so will not completely avoid the risks mentioned above, but will certainly help to mitigate them

\* A very small number of **airlines** (probably less than 5 in the world; more likely just 2 or 3) are believed to lease-out their own ECC capabilities to other airlines - in the same way as already documented immediately above for the non-airline organisations

If nothing else, logic and common sense would indicate that it might be better for an ECC customer airline to lease-in ECC services from an airline than from a non-airline provider. It is obviously for the potential airline customer to do its own research and make its own decision



Example only

## EMERGENCY RESPONSE - MUTUAL CO-OPERATION AND SUPPORT AGREEMENT

BETWEEN

**AIRLINE A (AAA)**

AND

**ABCX AIRWAYS**



Contents	Clause
PARTIES	1
INTERPRETATION	2
TERMINOLOGY	3
OUTLINE	4
PERIOD	5
PERIOD OF SERVIC	6
COMPLIANCE WITH APPLICABLE LAW	7
OBLIGATIONS OF THE ASSISTING AIRLINE	8
OBLIGATIONS OF THE OPERATING AIRLINE	9
CHARGES	10
PAYMENT	11
MUTUAL EMERGENCY RESPONSE LIAISON PERSONS	12
EMERGENCY RESPONSE MANUALS	13
EXEMPTION	14
GOVERNING LAWS	15
INDEMNITY	16
INSURANCE	17
PROPERTY IN MATERIALS	18
NO AGENCY OR PARTNERSHIP	19
ARBITRATION	20
FORCE MAJEURE	21
ASSIGNMENT	22
BREACH	23
GOOD FAITH	24
CONFIDENTIALITY	25
NOTICE AND DOMICILIA	26
WHOLE AGREEMENT	27
VARIATION	28
DATA PROTECTION LEGISLATION	29
REPRESENTATION & WARRANTIES	30
SIGNATURES	31
Annex 1	
Annex 2	
Annex 3	



## EMERGENCY RESPONSE - MUTUAL (RECIPROCAL) CO-OPERATION AND SUPPORT AGREEMENT

### 1. PARTIES

The Parties to this Agreement are:

Airline A

AND

ABCX Airways

The Parties agree as set out below:

### 2. INTERPRETATION

This Emergency Response Mutual Co-operation and Support Agreement (the “**Agreement**”) sets out the terms and conditions under which one of the Parties (the “**Assisting Airline**”) shall render its commercially reasonable best efforts to provide emergency response co-operation and support services (the “**services**”) to the other Party (the “**Operating Airline**”), when the Assisting Airline is requested (by the Operating Airline) so to do in the country of its (the Assisting Airline’s) home base airport - as a result of an aircraft accident / serious incident involving the Operating Airline’s aircraft. As mutually agreed to ‘on the day’, the Operating Airline might exceptionally request that the Assisting Airline provides such services at any other specified locations - as appropriate

### 3. TERMINOLOGY

In this Agreement, unless inconsistent with or otherwise indicated by the context:

The terms “**Accident**” and “**Incident**” have the meanings given to them in ICAO Annex 13

The term “**Agreement**” means this document together with all of its Annexes, as amended from time to time

The term “**Assisting Airline**” means the Airline which provides the “**services**” to the Operating Airline





The term “**AAA**” means Airline A (registration number) address and principal place of business.....TBA.....

The term “**ABCX Airways**” means (registration number + address and principal place of business).....TBA.....

The term “**commercially reasonable best efforts**” relates to the type and level of (emergency response related) support and assistance which the assisting airline is able to provide to the operating airline - when so requested ‘on the day’

There are two considerations involved here - the first relates to the emergency response related resources available to the assisting airline when providing the services (in principle at least, most if not all such resources should be made available)

The second relates to any commercially adverse impacts on the assisting airline as a consequence of providing the services. The assisting airline should identify and account for such adverse impacts - both as part of pre-planning and as refined ‘on the day’ - and, at its total discretion, adjust the type and level of services provided accordingly

The term “**crew**” refers to the operating crew of the accident aircraft

The term “**effective date**” means the date upon which the Party signing last in time signs this Agreement, or any other date as mutually agreed by the Parties

The term “**Emergency Response Plan (Manual)**” means the Parties respective Emergency Response Manuals drawn up by the respective Parties, as amended from time to time

The term “**on the day**” typically relates to actual actions to be taken, decisions to be made etc. by the Parties - regarding provision and management of the services - following a request for activation of same by the operating airline to the assisting airline. Whilst such actions, decisions etc. will be related to pre-prepared plans to a degree, the term ‘on the day’ is more appropriately meant to convey the need for an ad hoc application of actions, decisions etc. where so required

The term “**Operating Airline**” means the airline exercising operational control (directly or indirectly) of an aircraft involved in an accident / incident situation. **Indirect** operational control refers to the situation where the Operating Airline enters into an agreement with a third party, whereby the third party agrees to operate an aircraft on behalf of the Operating Airline, with the latter retaining indirect operational control of the flight operation

The term “**Non-operating Airline or Marketing Airline**” means an airline which shares a designator code on the flight operated by the ‘Operating’ Airline, by means of a formal code share agreement

The term “**Parties**” means AAA and ABCX Airways taken together



The term “passenger” means all revenue and non-revenue passengers on board the aircraft involved in an accident or incident, *including crew members* and other individuals travelling on passes, duty travel etc.

Persons killed, injured or traumatised on the ground as a *direct* result of the accident aircraft hitting the ground (or similar) where such persons are / were located - are known as “ground victims”

The term “prime rate” means the publicly quoted prime overdraft lending rate per annum charged by relevant Party’s bankers, on unsecured, overdrawn, current accounts of its most favoured corporate customers

The term “services” means the emergency response mutual co-operation and support services to be provided by the Assisting Airline (using commercially reasonable best effort so to do) to the Operating Airline, within two hours of being so requested, or otherwise as soon as possible thereafter. Services typically include (as available or made available) but are not limited to any / all of:

- The activation / manning by the Assisting Airline of its crisis management (*Command, Control, Co-ordination and Communication*) or equivalent facility. Such facility is to be operated and staffed by the Assisting Airline at a level no less appropriate than is commensurate with that provided to its own airline / aircraft in similar circumstances
- The activation by the Assisting Airline of *appropriate elements of its departments / business units* - the latter having been *trained and exercised in emergency response duties* directly related to what it is that their parent departments / business units are responsible for (within the assisting airline) during normal operations
- The activation by the Assisting Airline of its *Emergency (Telephone) Call / Contact / Information Centre (ECC)*, with a sufficient complement of equipment and a mutually agreed number of trained staff - to handle and to record the details of family and other related enquiries (excluding media enquiries) and to forward any relevant / appropriate information, without delay, to the location designated by the Operating Airline
- The provision of a mutually agreed number of *trained staff* by the Assisting Airline, to act in support of the Operating Airline at the accident site, appropriate airport area, hotel(s), hospital(s), mortuary etc. - where humanitarian assistance and similar services to accident victims and their associated (not on board the accident flight ) family, relatives and friends (*FR*) is required. i.e. the Assisting Airline’s *Humanitarian Assistance Team*
- The provision of the Assisting Airline's *standard accident site equipment*, as currently available in its existing inventory - i.e. the Assisting Airline’s *GO Kit / Field Kit* etc.



- The provision of **staff and facilities** which might **locally assist** the Operating Airline with its **crisis communications** operations
- Anything else which the Operating Airline might reasonably request - providing same is available to (and made available by) the Assisting Airline - and is capable of / permitted to be so deployed
- Exceptionally, the Operating Airline might request that the Assisting Airline provides and deploys its 'standard' **GO Team + GO Kit** - to a location specified by the Operating Airline

Any reference to the singular person includes the plural and vice versa. Any reference to natural persons includes legal persons and vice versa. Any reference to gender includes male and female

The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation

Concerning any "period" referred to herein, the normal rules of construction will apply, namely - that periods of time are exclusive of the first day and inclusive of the final day

If any provision in a definition is a substantive *provision* conferring a right or imposing an obligation on any Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement

Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the 'effective date', and as amended or substituted from time to time

#### 4. OUTLINE

With effect from the effective date:

- Each Party shall render its commercially reasonable best efforts to provide the services to the other Party, whereupon the Assisting Airline is requested to provide such services in the country of its home base, or any other location which the Operating Airline may exceptionally request, (as mutually agreed by the Parties 'on the day' for the latter) as a result of an aircraft accident / incident involving the Operating Airline's aircraft - subject to and in accordance with the terms and provisions of this Agreement



- The Parties shall co-operate with and support each other in preparing for and responding to any accident / serious incident involving a flight operated by either Party - which is pursuant to and in accordance with the terms of this Agreement

In order to ensure such a co-ordinated response, the Parties shall:

- Develop joint policies and procedures for providing, receiving and co-ordinating the services
- Ensure that appropriate key personnel from each Party are adequately familiarised with the emergency response plans of the other Party - including the joint policies and procedures as per the bullet point immediately above
- Promptly advise each other of any significant changes made to their respective emergency response plans
- Participate in each other's emergency response training programmes
- Observe and / or participate in each other's emergency response exercises and drills
- Conduct joint drills related to appropriate aspects of provision of the services
- Assist and participate (from time to time) in the auditing of appropriate emergency response facilities and procedures used by the 'other' Party
- Ensure that provision is made such that all accident related crew and passengers are treated equally. Same applies to any ground victims involved
- During actual emergency response operations, the Operating Airline shall (where reasonable and practicable so to do) immediately assign a senior and appropriately experienced staff member(s) to travel to the Crisis Response Centre(s) of the Assisting Airline, in order to establish an appropriate face to face liaison
- Co-ordinate, co-operate and make available (at the respective named or mutually agreed areas / airports) their mutual resources, facilities and infrastructure - and provide all necessary emergency co-operation and support in the event of such accident / incident, as appropriate to the terms of this agreement



## 5. PERIOD

This agreement shall commence on the effective date and shall endure for an indefinite period unless terminated as per the terms of the paragraph immediately below. Should a party wish to terminate this agreement, the party concerned shall notify the other party in writing at least 3 (three) months prior to the date of termination, in which instance the termination of the service shall take place on the last day of such period of notice

## 6. PERIOD OF SERVICE (i.e. period for which services shall be provided)

The services provided by the Assisting Airline shall be terminated when the Operating Airline is capable of handling the situation independently OR when the Operating Airline's emergency response service teams have arrived at the site, whichever is earlier OR otherwise, as mutually agreed to between the Parties 'on the day'

## 7. COMPLIANCE WITH APPLICABLE LAW etc.

The Parties shall each comply with all applicable laws, ordinances, regulations and relevant standards, in the performance of the Services

## 8. OBLIGATIONS OF THE ASSISTING AIRLINE

From the effective date, the Assisting Airline shall:

- Comply with the appropriate requirements documented in clause 4. (OUTLINE)
- Make all appropriate preparations such that it is in a position where it can quickly and adequately take a request (from the Operating Airline) to provide the services, in accordance with the terms of this agreement
- Upon request by the Operating Airline for provision of the services, decide if same can be provided i.e. either in full; in part or not at all. Advise the Operating Airline accordingly
- Where services can be provided, alert and activate them immediately
- Deploy services as requested by the Operating Airline and / or as required by circumstances 'on the day'
- Maintain adequate communications with the Operating Airline
- Insofar as is possible / practicable / reasonable / permitted 'on the day' - comply with any requests from the Operating Airline as to management, allocation to duties etc. regarding the deployed services. The final decision as to whether or not such requests can be met lies with the Assisting Airline



- Liaise locally on behalf of the Operating Airline
- When the Assisting Airline has insufficient resources (manpower, equipment etc.) in the vicinity of an accident site not located reasonably close to where the Assisting Airline is based (including a 'remote' site), it may be requested by the Operating Airline to transport its (Assisting Airline's) GO Team and GO Kit (if any) to the accident site, by the fastest means possible, including by use of a 'GO aircraft' where appropriate / available
- Work (directly and / or indirectly) with any third party organisation(s) (commercial or otherwise) engaged by the Operating Airline to additionally assist it (the Operating Airline) with the emergency response
- Permit a representative(s) of the Operating Airline to be present in the Assisting Airline's Crisis Management Centre - in order to liaise and consult on the deployment and use of the Assisting Airline's resources
- Provide situation reports to the Operating Airline on an agreed and regular time basis. Ad hoc situation reports should also be provided where circumstances 'on the day' so require
- Maintain / retain appropriate reports, records and other required documentation. Where so required and / or upon request, forward copies of same to the Operating Airline. Examples include log sheets; passenger and crew lists; lists (and where possible, locations) of the dead, injured (with conditions), uninjured, missing; family, relatives and friends related information; records of expenditure + receipts where appropriate etc.
- At an appropriate time, agree an 'exit strategy' with the Operating Airline
- Implement the exit strategy at the agreed time
- Provide (in a timely manner) the Operating Airline with everything that it needs in order to reimburse costs and expenditure; replace equipment etc. - as might have been reasonably incurred / used by the Assisting Airline
- Participate and provide appropriate input to any debriefing / 'wash-up' meetings conducted by the Operating Airline



## 9. OBLIGATIONS OF THE OPERATING AIRLINE

From the effective date, the Operating Airline shall:

- Comply with the appropriate requirements documented in clause 4. (OUTLINE)
- As required, notify (alert) the Assisting Airline of / to an emergency situation and formally request the provision of the services as per the agreement. An indication of the anticipated extent of the services requested and for how long should also be given if possible
- Provide and update strategic guidelines to the Assisting Airline regarding provision of the services, from the Operating Airline's viewpoint. Where considered appropriate and in agreement with the Assisting Airline, similar tactical / operational guidelines may also be issued / updated
- Maintain ultimate responsibility for the command and control of the emergency response operation
- Establish and maintain reliable communication with the Assisting Airline's emergency response centre (Crisis Management Centre) - and any other similar assisting airline facility, as required
- Deploy an appropriately senior and (ERP) experienced manager to represent the Operating Airline in the Assisting Airline's crisis management centre
- Provide and update the Assisting Airline with all of necessary information it requires, as available to the Operating Airline
- Mutually agree and implement an appropriate exit strategy with the Assisting Airline
- Ensure that the Assisting Airline has every opportunity to provide input (and to also attend) all 'wash-up' meetings (held by the Operating Airline) regarding the emergency response
- Cover (arrange to reimburse and / or replace) any and all actual costs, expenses, losses etc. as reasonably incurred by the Assisting Airline resulting from the provision of the Services on behalf of the Operating Airline (i.e. Services as requested by the Operating Airline and / or as supplied in accordance with this Agreement and / or as reasonably provided by the Assisting Airline, at its discretion etc.)



## 10. CHARGES

There shall be no joining or retainer fee for participation in this Agreement

The Operating Airline shall meet all actual expenses reasonably incurred by the Assisting Airline, in providing the services. This shall include all actual manpower costs, communications costs, material costs, transportation charges, equipment hire costs, third party costs and any other associated costs - including replacement of losses

## 11. PAYMENT

The Assisting Airline shall submit its detailed invoice(s) for services rendered, to the Operating Airline's registered office as shown in Annex 2 to this Agreement, within sixty (60) days of the end of the provision of said services

The Operating Airline, on receipt of said invoice(s) shall make payment to the Assisting Airline within thirty (30) days. Should any payment in terms of this Agreement not be made by the due date, the Assisting Airline shall be entitled to levy interest on such arrears of payment at the rate of 1% above the prime rate, compounded monthly

## 12. MUTUAL EMERGENCY RESPONSE LIAISON PERSONS

Both Parties shall appoint competent emergency response liaison persons. These persons shall liaise as often as is required but shall meet formally at least annually or at any other time as convened by one Party, by giving reasonable notice of same to the other

During the annual emergency response liaison meetings (and / or as indicated below) the Emergency Response Liaison Persons shall:

- Critically review the Parties emergency response plans within 6 (six) months of Agreement effective date
- Establish and / or review the appropriate procedures (within 6 (six) months of Agreement effective date) designed to ensure the effective interaction, co-ordination and liaison between the Parties respective Emergency Response Plans, responders etc. regarding the provision of services during actual emergency response
- Review the appropriate **Station** Emergency Response Plan(s) for each Party, within 6 (six) months of Agreement effective date - said station(s) being located in the same country / general location as the 'other' Party (Note - an airline 'station' is typically an airport to which the airline operates, in accordance with a regular, published schedule)
- Review this Agreement as a whole
- Plan joint emergency response exercises and drills
- Plan joint emergency response training
- Agree and make recommendations regarding any changes to the level of the Services required
- Review the accuracy of all key contact persons and their contact details





### 13. EMERGENCY RESPONSE MANUALS AND LOCAL (STATION) EMERGENCY RESPONSE PLANS

Both Parties shall provide each other with a copy of their respective emergency / incident response manuals / plans (plus any other such documents similarly required) for the management of aircraft accidents / incidents - and thereafter update same with any future revisions thereof, as may be required

The relevant Party's appointed representative(s) shall acquaint themselves with and attain / retain a reasonable working knowledge of the accident / incident plans, procedures, checklists etc. - as laid down in the other Party's emergency response manuals or other such documents

Appropriate station emergency response plans shall also be exchanged, revised and reviewed in the same manner and with the same intent

Both parties agree to use the other Party's documents as described above for the sole purpose of emergency response co-operation and support under the terms of this Agreement - and shall honour the material property and copyrights thereof. They shall also ensure that said documents are not used outside of the intention or the purpose & spirit of this Agreement.

The content of said documents shall not be duplicated or reproduced in any form or format, or handed to any Third Party, without prior written approval. The Parties agree to return the documents on completion or termination of this Agreement

### 14. EXEMPTION

The Assisting Airline shall make commercially reasonable best effort to comply with a request from the Operating Airline to provide the requested services. However, the Operating Airline acknowledges and agrees that provision of the services is subject to same not being in operational demand or use by the Assisting Airline at any time during the period of request

Furthermore, should the Assisting Airline receive requests for concurrent services from more than one 'mutual partner', the decision on which services are to be provided to which partner, if any and to what degree, shall be at the sole discretion of the Assisting Airline

Lastly, the Assisting Airline may decline to provide the services in circumstances which it considers (at its sole discretion) to be disadvantageous to itself - typically (but not exclusively) in terms of commercial and / or reputational matters

### 15. GOVERNING LAWS

Unless stated otherwise herein, the law governing this Agreement shall be the law of England and Wales. The associated courts shall have exclusive, legal jurisdiction over this agreement and any claims and / or disputes arising under it



## 16. INDEMNITY and RELEASES

Save and except in the case of gross negligence, wilful misconduct or criminal act of / by the Assisting Airline, its owners, directors, servants, agents, contractors and employees etc. - the Operating Airline agrees to indemnify (and keep indemnified), defend, release and hold harmless same (the Assisting Airline et al) - against any and all liabilities, orders, damages, claims, demands, legal costs, expenses, judgements, penalties and losses (including consequential losses, loss of profits and any costs [including legal costs], fees and expenses incurred) - arising out of, in connection with or as a consequence of:

- Any act, omission and / or deficiency by / of the Assisting Airline et al - in connection with the provision of the services
- Any act, omission and / or deficiency by / of the Operating Airline its owners, directors, servants, agents, contractors and employees - in connection with requesting and overseeing provision of the services
- Any injury of whatever kind and however caused, including, but not limited to death, injury, disease, disability and emotional distress - to or of the respective owners, directors, servants, agents, contractors and employees of the Parties, in connection with provision of the services
- Any injury of whatever kind and however caused, including but not limited to death, disease, injury, disability and emotional distress - to or of any third party , in connection with provision of the services
- Any loss of or damage to property (as associated with provision of the services), whether belonging, hired by, in the possession of or under the responsibility of either of the Parties et al, irrespective of the cause of such loss or damage
- Any loss of or damage to property (as associated with provision of the services), whether belonging to, hired by, in the possession of under the responsibility of any third party, its owners, directors, servants, agents, contractors and employees - irrespective of the cause of such loss or damage

To the extent permitted by law, the Operating Airline waives, releases and renounces all warranties, representations, obligations and liabilities of the Assisting Airline - expressed or otherwise; arising under law or otherwise - with respect to provision of the services and / or anything associated with same (including this agreement itself) - including (without limitation) any implied warranty of fitness for a particular purpose or merchantability; any liability arising from strict liability in tort or any implied warranty arising from a course of dealing

This indemnity and releases clause 16 shall survive termination of this Agreement

Note - "et al." is an abbreviation of the Latin phrase *et alia*, which means "and others." It is commonly used when you don't want to name, title etc. all people or things in a list which has already been provided in full - in the same or similar context



## 17. INSURANCE

Throughout the term of this agreement, the Parties shall effect and maintain (at their own cost and expense) a comprehensive, worldwide, aviation legal liability insurance (including war and allied perils), for a combined single limit of not less than (insert the appropriate monetary amount here - being the maximum commercially available in the prevailing circumstances) for any one occurrence. Such insurance shall be primary and without right of contribution from any other insurance and shall insure the Indemnity provisions of this Agreement

The coverage offered to a Party by the other Party's comprehensive worldwide aviation legal liability insurance shall be limited to the extent of the indemnity set out in clause 16

Each Party shall ensure that 1) - with respect to the services, its aviation insurers (hull, liabilities and spares, including hull war risks) waive their right of subrogation or recourse against the other Party, its owners, directors, servants, agents, contractors and employees ..... and 2) - that its liability insurers add the other Party et al - to its liability insurance as 'additional assureds', with a severability of interests and breach of warranty clauses in favour of the other Party / additional assureds

Each Party shall ensure that insurance taken out as per above is primary and without right of contribution. Each shall also ensure that the liability of their insurers will not be affected by any other insurance of which 'additional assureds' have the benefit - e.g. such that the amounts payable to the additional assureds under said liability might be reduced

Each Party, its owners, directors, servants, agents, contractors and employees - shall ensure that its material damage insurance policy / policies include a waiver of rights against the other Party, its owners, directors, servants, agents, contractors and employees - with respect to any loss or damage to property which is owned by the said other Party (or for which the latter is responsible), to the extent that such loss or damage is covered by the clause 11 indemnity

Each Party shall ensure that insurance taken out as per above provides that all provisions, with the exception of the limit of liability, shall operate in the same manner as if there was a separate policy issued to each insured

Each Party shall ensure that the cover afforded to each additional insured as aforesaid, shall not be invalidated by any act and / or omission (including misrepresentation and non-disclosure) of any other person or party, which results in a breach of any term, condition or warranty of the associated insurance policy / policies - provided that each additional insured so protected has not caused, contributed to or knowingly condoned the said act and / or omission

Each Party shall ensure the insurances referred to above are not subject to cancellation or material alteration, without firstly providing the other Party with thirty (30) days written notice (or the appropriate lesser period for war and allied perils) of same



Not later than seven (7) days from signing of this agreement, and at each subsequent renewal of such insurance, each Party shall submit a Certificate of Insurance from its insurers or brokers, to the other Party, evidencing compliance with its obligations under this clause

Where a Party is in breach of this clause 17, it shall also be considered to be in breach of this entire agreement. Where this is the case, the other Party is not required to provide the services, even if it is otherwise capable and willing so to do. This paragraph overrides the provisions of clause 23

## 18. PROPERTY IN MATERIALS

The property, copyright, and all other intellectual property rights in all plans, drawings, specifications, manuals, and all other documents and matter provided by either Party to this Agreement shall remain at all times with the owner - provided that such property, copyright, and intellectual rights are vested in the owner

All such materials shall be returned to the owner on demand, and in any event, upon expiry of this Agreement

## 19. NO AGENCY OR PARTNERSHIP

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties - and neither Party shall have authority or power to bind the other Party or to contract in the name of or create a liability against either Party in any way or for any purpose.

## 20. ARBITRATION

Without prejudice to other parts of this clause, any disputes arising from this Agreement shall be settled amicably between the two parties in the spirit of this mutual assistance agreement

Any arbitration proceedings instituted by one party against the other shall be instituted in the country where the party being proceeded against has its principal place of business, and for the purpose of such arbitration proceedings, shall be subject to the arbitration laws and / or procedures of that country.

Each party agrees to submit to any arbitration tribunal decision reached under this Agreement

Nothing in this clause shall prevent either of the parties seeking at any time any right, remedy or judgement from any court of competent jurisdiction, in connection with this Agreement, or any dispute arising hereunder. See also clause 15



## 21. FORCE MAJEURE

In this Agreement, the term “force majeure” shall mean an Act of God (including fire, flood, earthquake, storm or other natural disaster), any act of government, governmental priority or allocation, any act of war, civil war, outbreak of major hostilities, riot, hijacking or civil commotion - in each case beyond the control of the relevant Party and preventing that Party from performing its obligations under this Agreement

If either Party is prevented from or delayed in performing any of its obligations under this Agreement by force majeure, that Party shall be excused from performing or timelessly performing that particular obligation for the duration of that prevention or delay

Any Party so prevented or delayed shall inform the other Party in writing of that prevention or delay as soon as reasonably possible after the circumstances causing such prevention or delay have arisen, but in any event no later than 48 (forty eight) hours after the commencement of such prevention or delay

The Parties shall do everything reasonably possible to prevent, avoid or limit the duration or effects of any such prevention or delay. Upon termination of the circumstances giving rise to any such prevention or delay, the Party so prevented or delayed shall forthwith give written notice thereof to the other

While any such prevention or delay continues, the Party shall continue to comply with its obligations under this Agreement which are not so affected, to the extent that they are able wilfully to do so, and this Agreement shall be extended by the period for which such prevention or delay endures

If any such suspension or delay continues for more than 90 (ninety) days, then either Party shall be entitled, by written notice to the other, to terminate this Agreement

## 22. ASSIGNMENT

No Party shall be entitled, without the prior written consent of the other Party, to cede, assign, sub-contract or make over any of its right or delegate any of its obligations in terms of this Agreement to any third Party

## 23. BREACH

Should either Party (“the defaulting Party”) commit any breach, of any term, condition, undertaking, warranty or representation contained in this Agreement AND..... should such breach be incapable of being remedied OR.....should such breach be capable of being remedied, and should the defaulting Party fail to remedy such breach within 14 (fourteen) days after receipt of a written notice to that effect from the other Party (“the non-defaulting Party”) requiring the breach to be remedied .....



.....then the non-defaulting Party shall be entitled, without prejudice to any other right or remedy which it may have in terms of this Agreement or in law, to terminate this Agreement or, *in the event that the breach is capable of being remedied but has not been remedied following service of notice in accordance with the preceding clause*, to claim specific performance, specifically without prejudice to any of its rights to claim damages.

## 24. GOOD FAITH

Both Parties undertake to act in the utmost good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of this Agreement's objectives

The Parties recognise that it is impractical in this Agreement to provide for every emergency response contingency which may arise during the duration of the agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of any of them. Also that, if during the duration of this Agreement any Party believes that this Agreement is operating unfairly, the Parties will use their respective reasonable efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

Without prejudice to the operation of clause 20, the Parties shall use their reasonable efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof

The Parties shall at all times co-operate with each other to facilitate the prompt and successful completion of their obligations in terms of this Agreement.

Each of the Parties undertakes:

- At all times to act towards the other with the utmost good faith in order to procure the effective implementation of this Agreement, and to co-operate with each other to that end
- Where circumstances arise which were not within the contemplation of or visualised by the Parties as at the effective date.....or which render impractical the implementation of this Agreement in accordance with the strict interpretation thereof, they will negotiate in good faith to achieve a modus operandi for the attainment and fulfilment of the basic purposes and intention of this Agreement
- If during the duration of this Agreement a situation arises which is beyond the reasonable anticipation or control of any Party and which results in a material disadvantage to one Party, the Parties will endeavour in good faith to renegotiate the relevant terms of this Agreement to the end that it shall operate between the Parties effectively and with fairness



## 25. CONFIDENTIALITY

The Parties acknowledge that any information supplied in connection with this Agreement and all information regarding the business or activities of either Party or in connection with each other's technical, industrial or business affairs or in respect of the business which has or may in any way whatsoever be transferred or come into the possession of knowledge of any other of them ("the Receiving Party").....may comprise confidential and / or proprietary data, disclosure of which to or use by third Parties, might be damaging to the Party concerned

The Receiving Party therefore agrees to hold all such material and information in the strictest confidence, so as to prevent any unauthorised copying thereof by whatever means and not to make use thereof other than for the purposes of this Agreement and to release it only to such properly authorised directors, employees or Third Parties as are required to use such information in the execution of their emergency planning / response duties in connection with this agreement - all such persons being bound by the conditions of this clause 25, as appropriate

The undertaking/obligations contained in this clause do not apply to information which:

- Is publicly available at the date of disclosure or thereafter becomes publicly available from sources other than via the Parties
- The Receiving Party demonstrates was already in its possession prior to its receipt by or disclosure to such Receiving Party
- Is required by law or any regulatory authority to be disclosed
- After being disclosed to the Receiving Party is disclosed by any other person to the Receiving Party otherwise than in breach of any obligation of confidentiality

The Parties shall take such precautions as may be necessary to ensure and to maintain the secrecy and confidentiality of such material and information in respect of its directors, employees, agents, and / or directors or employees or agents of any assignee, sub-contractor or distributor of any other person to whom any such confidential or proprietary data may have been or will be disclosed

Save as may be required by law or any regulatory authority, no announcement or publicity of the existence of this Agreement or its content or the transaction embodied in this Agreement shall be made or issued by or on behalf of any Party without the prior written agreement of the other Party

## 26. REQUEST FOR SERVICES, SERVING OF NOTICE etc. & DOMICILIA

See Annex 2 to this agreement. Any notice given in terms of this Agreement shall be in writing and shall:

If delivered by hand be deemed to have been duly received by the addressee on the date of delivery, against a proper acknowledgement of receipt thereof



If posted by prepaid registered post, be deemed to have been received by the addressee on the 14th (fourteenth) day following the date of such posting

If transmitted by facsimile or Email, is deemed to have been received by the addressee on the day following the date of dispatch - subject to:

- Proof of proper transmission thereof is required
- Unless the contrary is proved by the intended recipient

Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission, shall be deemed to be written notice or communication to such Party against the proper proof of transmission thereof.

## 27. ENTIRE AGREEMENT

This Agreement with its attachments constitutes the whole agreement between the Parties as to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the Parties relating thereto

## 28. VARIATION

No addition, variation, consensual cancellation (or similar) to / of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all Parties or their duly authorised representatives

## 29. DATA PROTECTION

With respect to the processing of all forms of data (which is or may be construed to be falling under any *relevant* Data Protection Legislation of whatever source) used by the Assisting Airline when providing the services to the Operating Airline, the former does so in the capacity of **data processor** only. The Operating Airline retains the responsibility of **data controller**, concerning all such data

With respect to the paragraph immediately preceding - the Assisting Airline (as data processor) shall be deemed to be following the instructions of the Operating Airline (as data controller) when performing any data processing tasks associated with provision of the services. Accordingly, the Operating Airline, (as data controller), shall ensure that it provides the appropriate instructions to the Assisting Airline (as data processor)

Each Party shall issue to the other (prior to the services being provided) standing instructions for how the Assisting Airline (as appropriate) is to manage the data processing task on behalf of the Operating Airline. The Operating Airline further agrees to also provide 'real time' instructions to the Assisting Airline (where so required) during actual deployment of the services, as appropriate to the situation





Notwithstanding anything written aforesaid in this clause 29, there might be occasion when the Assisting Airline needs to act temporarily (at its own discretion) without instruction during provision of the services, in order to place the safety and / or welfare of accident victims and / or their associated family, relatives and friends (and / or equivalents), above that of any relevant Data Protection Legislation. This decision will be made by the Assisting Airline alone if time is of the essence and where the Assisting Airline cannot quickly and easily obtain appropriate and relevant instruction from the Operating Airline

The Operating Airline herewith authorises the Assisting Airline to proceed in the manner outlined in this clause and further agrees to fully indemnify the Assisting Airline from any and all consequences, legal or otherwise, concerning any breach of any and all relevant data protection laws, should the Assisting Airline process and disclose personal data concerning an Operating Airline client, as described herein

**Data Controller** (in the context of this clause) refers to the “capacity” in which the Operating Airline acts re the processing of personal data connected to its own aircraft accident emergency response - and for which the Assisting Airline (as Data Processor) has been activated and requested by the Operating Airline, to handle such personal data

The “capacity” referred to above entails full responsibility (i.e. purposes for and manner in which personal data is processed) by the Operating Airline, at all times that the Assisting Airline is so engaged

The Operating Airline shall instruct the Assisting Airline accordingly in all matters concerning the processing of said personal data

**Data Processor** (in the context of this clause) refers to the capacity in which the Assisting Airline processes personal data, on behalf of the Operating Airline, during an aircraft accident emergency response involving the latter - and for which the Assisting Airline has been requested to act in accordance with this Agreement

Whilst the Assisting Airline is conducting such personal data processing tasks during said response, the Operating Airline acknowledges that it (Assisting Airline) does so under the full responsibility and authority of the Operating Airline, whether or not relevant instruction has been issued by the Operating Airline (as Data Controller) to the Assisting Airline (as Data Processor)

### 30. REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other Party as follows:

- It is a company / corporation duly incorporated under the laws of the place of its incorporation & has the corporate power / authority to accept the terms and perform the obligations of this Agreement .....AND



- Its entry into this Agreement has been duly and validly authorised and all requisite corporate action has been taken in order to make such entry valid and binding upon it, in accordance with the terms of this Agreement

### 31. SIGNATURES

Signed for and on behalf of AAA	Signed for and on behalf of ABCX Airways
Who (such person) warrants that s/he is duly authorised hereto	Who (such person) warrants that s/he is duly authorised hereto

#### Airline A

#### ABCX Airways

BY ITS AUTHORISED OFFICERS:

PRINCIPAL SIGNATURES

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Witnesses (if required)



## APPENDIX 1

### AAA / ABCX AIRWAYS EMERGENCY RESPONSE MUTUAL CO-OPERATION AND SUPPORT AGREEMENT

#### **PROCEDURES** FOR CO-ORDINATION BETWEEN AAA AND ABCX AIRWAYS IN CASE OF AN ACCIDENT OR INCIDENT

*To be completed as required by the user of this Guideline Document*



## APPENDIX 2 - Contacts and addresses for requesting Services, serving Notices, Party Liaison etc.

### (A) In xxx (Home-base of AAA)

1. AAA  
xxx International Airport,  
Tel:  
Fax:  
SITA:  
Email:  
Main Contact Person (for the purposes of this agreement):
2. AAA  
xxx International Airport,  
Tel:  
Fax:  
SITA:  
Email:  
Contact Person: Operations Control Centre (24hour operations)
3. ABCX Airways  
xxx International Airport - ABCX Airways Station  
Tel:  
Fax:  
SITA:  
Email:  
Contact Person: (ABCX Airways Station Manager or Airline Representative (GHA))

### (B) In ABC (Home base of ABCX Airways)

4. Tel:  
Fax:  
SITA:  
Email:  
Contact Person: Main Contact Person (for the purposes of this agreement)
3. Tell:  
Fax:  
SITA:  
Email:  
Contact Person: Operations Control Centre (24hour operations)
6. Airline A - in ABC (Home base of ABCX Airways)  
Tel:  
Fax:  
SITA:  
Contact Person:



## APPENDIX 3

### CODE SHARE PARTNER(s) of the OPERATING AIRLINE

Should a catastrophic aircraft accident type situation occur to the Operating Airline, in circumstances where the services (as better described elsewhere in this agreement) are being provided by the Assisting Airline, **special provision** shall be made by the Operating Airline with regard to any “**non-operating / marketing**” airline for which a **code share** agreement (with the Operating Airline) is applicable, in circumstances where customers of said “non-operating / marketing’ airline” ..... are believed to have been (or actually are / were) passengers on board the accident / incident flight

Such special provision shall be jointly worked out and pre-agreed with any such “non-operating / marketing’ airline”, documented accordingly and jointly trained and exercised from time to time

The Operating Airline shall advise the Assisting Airline of any such circumstance and also provide details of the special provision. That accomplished, the Operating Airline and Assisting Airline shall thereafter account adequately for such special provision as part of their joint emergency response operations

The details of such special provision are documented below:

*To be completed as required by the user of this Guideline Document*



## Attachment to Appendix 3

### CODESHARING

A code-share agreement is a commercial arrangement whereby two (or more) passenger airlines 'share' the same flight. Sharing, in this sense, means that each airline publishes and markets the flight under its own airline designator & flight number as part of its published timetable or schedule

For example, a seat can be purchased on one airline (using its own ticket, timetable, branding etc.) - but the seat itself is physically located on a (*different*) airline's aircraft \* (the code-share [or 'administering' carrier] partner - and also, in this case, the 'operating' carrier) - operated under a different flight number (or code) from the airline originally selling that particular seat

The term "code" refers to the identifier used in a particular airline's flight schedules, generally being the 2-character IATA designator code for that airline - and a flight number. Thus (for example), seats sold directly on XX123, a flight operated by the (operating carrier) airline XX, might also be sold by (marketing carrier) airline YY as flight YY4567 and airline ZZ (another marketing carrier) as flight ZZ9876 - all operating under the terms of an associated codeshare agreement(s)

Such agreements allow greater access to destinations through a codeshare airline partner's network, without (the marketing carrier) having to provide extra flights and associated resources. They also make connections simpler by allowing single bookings across multiple flights. Most major airlines today have code-sharing partnerships - and the latter is also a key, commercial feature amongst *airline alliance* members

\* Under a code-sharing agreement, the airline which 'administers' the flight (the one holding the operational permissions, airport slots, planning / controlling the flight, responsible for ground handling etc.) is commonly termed the 'operating carrier'. However, the term 'administering carrier' is more precise. The reason for this is that where a third carrier might be involved (typically in the case that the airline originally planning to operate the flight needs (for whatever reason) to hire a sub-contractor to operate the flight on its behalf [e.g. via a wet lease-in]) - then the airline (the third carrier in this example) carrying the passengers should technically be designated the operating carrier



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## Section 4

### **AIRLINE ALLIANCE OPERATIONS**





## SUMMARY

Integrated emergency planning and response operations amongst airline alliance partners generally follow (in one form or another; to one degree or another) what has already been described in sections 1 and 3 of this guideline document (i.e. the document which you are reading now) - and will thus not be repeated here

In very general terms each alliance **group** publishes jointly agreed integrated emergency response procedures & templates aimed at utilising combined (integrated) alliance partner skills, experience and resources to better handle the emergency response of any individual alliance partner

See also Appendix 3 (page 77)