



NALSAR UNIVERSITY OF LAW
HYDERABAD



DAY: 3 SESSION-1 WED: 19-08-2020: 09:00-11:00 AM

Aviation Contracts and Tenders

Airline Contracts and Airports Contracts

Semester III (Batch 2019-2021)

by

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AIRLINE CONTRACTS

Introduction

- ❑ An airline is a company that provides air transport services for traveling passengers and freight. Airlines utilize aircraft to supply these services and may form partnerships or alliances with other airlines for codeshare agreements. Generally, airline companies are recognized with an air operating certificate or license issued by a governmental aviation body.
- ❑ Airlines vary in size, from small domestic airlines to full-service international airlines. Airline services can be categorized as being intercontinental, domestic, regional, or international, and may be operated as scheduled services or charters.
- ❑ **Airlines pay** according to aircraft weight and passenger count.

BERMUDA AGREEMENT 1946

- ☐ Agreement between &
- ☐ Relating to Air Services
- ☐ Between respective territories
- ☐ Dated....
- ☐ Art.1: Granting of Rights by each Contracting State (Agreed Services)
- ☐ Art. 2: Agreed Services may be inaugurated immediately / later
- ☐ Art. 3: Charges and Other Facilities ; Fuel, Lubricating Oils, Spare Parts
- ☐ Art. 4: Certificate of Airworthiness, Competency, Licences to be recog.
- ☐ Art. 5: Applicability of National Laws
- ☐ Art. 6: Each C. State reserves the right to withhold, revoke, ownership of aircraft.

BERMUDA AGREEMENT 1946

- ❑ Art. 7: Agreement shall be registered with ICAO
- ❑ Art. 8: Modifications of terms with consensus of C. States
- ❑ Art. 9: Any dispute to be referred to Council (Art. 50 of CC 1944)
- ❑ Art.10: Terms and Conditions of Operating Rights
- ❑ Art. 11: Amendment Clause
- ❑ Art. 12: Aeronautical Authorities means of UK and US
- Designated Air Carriers; Territory;
- For Definitions Art. 96; Air Services; Intl. Air Services; Airline; Stop for non-traffic purposes
- ❑ Art. 13: Termination of Agreement
- ❑ Art. 14 Coming into force of the Agreement.....Date.....

AIRLINE OPERATION RELATED ACTIVITIES

- DGCA clearances- Schedule Airline Personal Licenses, Airworthiness etc.
- Aircraft Maintenance Contracts
- Security Clearance from BCAS-, (Personal, Security approved Programme, Own security staff)
- Slot allotment
- Fueling
- Ticketing,
- Ground handling,
- Transportation
- Airport space, counters

TYPES OF AIRLINE OPERATIONS

- ❖ **Scheduled** air transport services Permit
- ❖ **Non scheduled** airlines Permits (NSOP)
 - For Chartered operations
 - For Occasional private use
- ❖ (Private aircraft operations)

AIR SERVICE AGREEMENT

- ☐ Definitions:
 - Aeronautical Authorities
 - Agreement
 - Air Service
 - Capacity
 - Convention
 - Designated Airline
 - Intermodal Air Transportation
 - Tariff
 - Territory
 - User Charges
 - ☐ Grant of Rights (Transit/Traffic)
 - ☐ Designation and Authorization of Airlines
 - ☐ Revocation or Suspension of Operating Authorization
 - ☐ Principles governing operation of Agreed Services (fair and equal treatment)
 - ☐ Application of Laws
 - ☐ User Charges
 - ☐ Customs and Duties Charges
 - ☐ Safety
 - ☐ Aviation Security
 - ☐ Commercial Opportunities (estb. Offices)
 - ☐ Co-operative Market Arrangements (Code Sharing)
 - ☐ Intermodal Services
 - ☐ Approval of Flight Schedules
 - ☐ Provision of Statistics (Traffic)
 - ☐ Tariffs
 - ☐ Multilateral Agreements
 - ☐ Consultation
 - ☐ Amendment
 - ☐ Settlement of Disputes
-

Air Service Agreement

- ❑ Termination
- ❑ Registration with ICAO
- ❑ Entry into force
- ❑ Signatures
- ❖ Annex:
 - **Route Schedule**
 - (Routes for the airlines designated by the Government of **Dubai** and
 - Routes for the airlines designated by the Government of Republic of **India**.

LEASING OF AIRCRAFT

1. Introduction
2. Aircraft Leasing
3. Types of Leases
4. DGCA's Policy
5. Legal Aspects of Leases
6. The Cape Town Convention
7. Issues
8. Drafting of Aircraft Lease Agreement

1. Introduction

- ❑ Owning an Aircraft is an expensive affair.
- ❑ It requires a huge investment in purchase of an aircraft.
- ❑ Long waiting periods in acquiring new aircrafts.
- ❑ It is an unattractive proposition to Airline Operators to buy aircrafts.
- ❑ **Boeing 737-800: US\$ 106.1 Millions; INR: 793,51,44,730-00**

PRICE AND LEASE

PRICE:	\$ 165 Million	for a single New Airbus A-340 or
		for a Boeing 777 or
	\$ 190 Million	for a New 737
	\$ 160 Million	for an old 727 to be rebuilt as a freighter
	\$ 185 Million	
LEASE:	\$ 2 to 2.2	Million (9-10 Crores) a month with a wide body aircraft with Maintenance.
	\$ 1 to 1.2	Million without Maintenance.

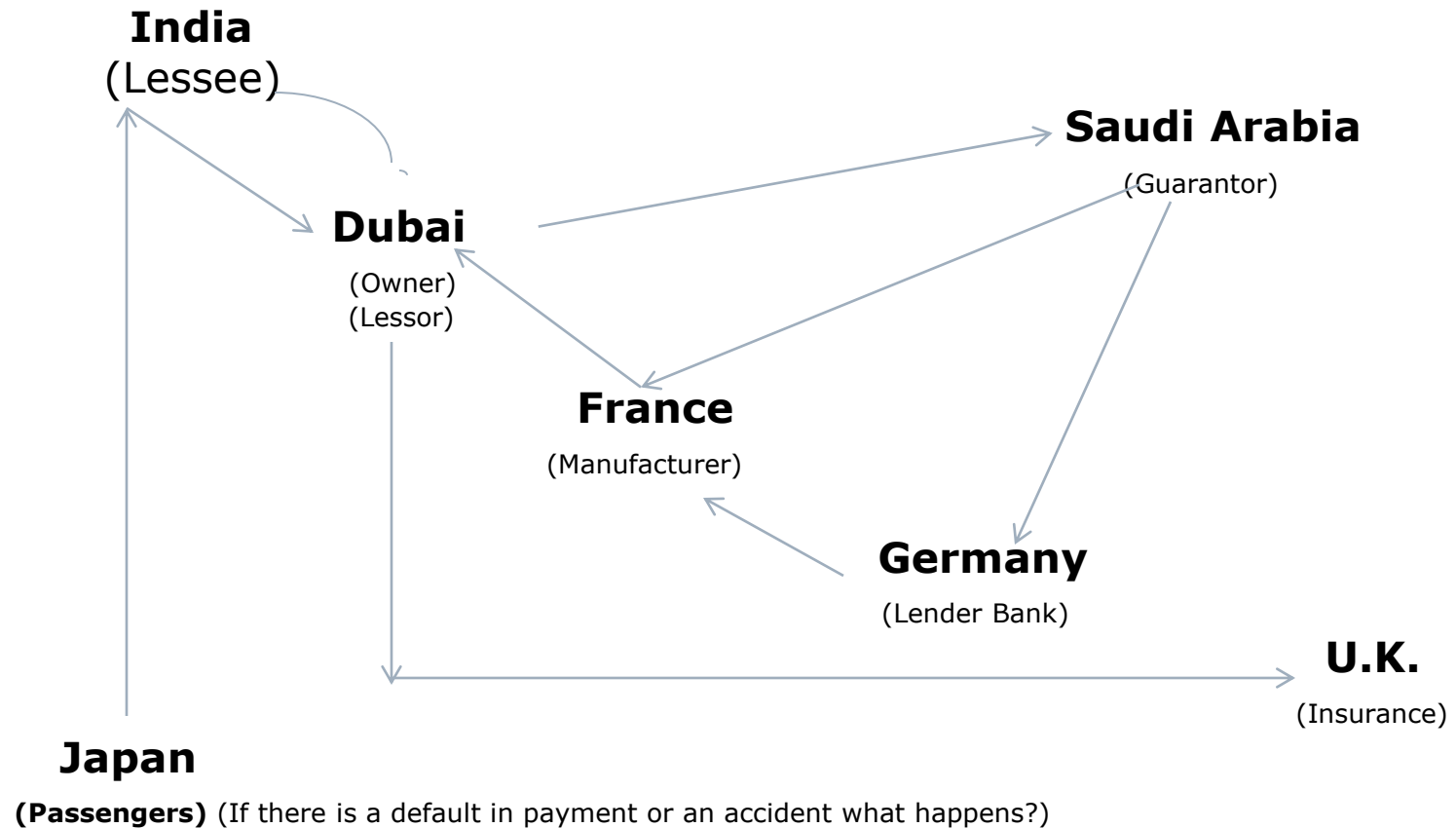
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TRANSACTION STRUCTURE INVOLVING LEASING OF AIRCRAFT

EXAMPLE

- | | | |
|----|-------------------|--------------------------------|
| 1. | Financer | HSBC (Creditor) |
| 2. | Vendor | France (Aircraft Manufacturer) |
| 3. | Vendee (Lessor) | Dubai (Aircraft Purchaser) |
| 4. | Operator (Lessee) | Indian (Lessee) |

Aircraft Leasing and Financing Agreement



2. AIRCRAFT LEASING

□ What is Aircraft Leasing?

Aircraft leasing is a contract whereby the owner of an asset (the lessor) grants to another party (the lessee) the exclusive rights to the use of the asset (aircraft) for an agreed period of time, in return for the periodic payment of rent.

□ Definition of Lease in simple: (5 P's)

- P : Parties
- P : Property (Movable)
- P : Premium (Consideration/Rent)
- P : Partial Demise (Temporary Transfer)
- P : Period

Advantages

1. Helps in increasing the fleet size.
2. It is fairly quick rate.
3. It reduces the cost of airline operators.
4. After maximum utilization of an aircraft it can be converted for cargo purpose.

3. TYPES OF LEASES

There are a plethora of leases depending on the :
accounting standards,
commercial and
tax laws of different countries.

Primarily there are three types of Leases:

1. Wet Lease
2. Dry Lease (Operating Lease and Finance Lease)
3. Damp Lease

Other types of Leases:

4. Finance Lease
5. Operating Lease
6. Sale and Leaseback

1. Wet Lease (or) Aircraft, Crew, Maintenance and Insurance (ACMI)

- ❑ The Company leasing out the aircraft provides the crew, including pilots, engineers and flight attendants, **besides maintenance and insurance, to the lessee** i.e., the company / airline operator who takes the aircraft on lease.
- ❑ The salaries of the crew are paid by the lessor and not the lessee.
- ❑ However, the cost of fuel, parking, landing etc. are paid by the lessee.
- ❑ **Irrespective whether the plane flies or not**, the lessee has to pay for the minimum guaranteed block hours fixed by the lessor.

2. Dry Lease

- ❑ It does not include crew, maintenance or insurance.
- ❑ The average tenure of a dry lease is typically more than two years.
- ❑ Dry lease is of two types:
 - (i) **Operating Lease:** An aircraft is leased out for a short period of time compared to its total life. For instance, if the life of an aircraft is twenty (20) years, it would be leased out for a period of about 8 years. Upon the end of the lease period, the lessee returns the aircraft to the lessor and there is no option for purchase the aircraft.
 - (ii) **Finance Lease:** It is a long term lease and the lessee can purchase the aircraft on the completion of the lease period. The lease payments are in excess of 90% of the market value of the aircraft and the term of the lease is over 75% of the aircraft's usable life.

3. Damp Lease

- ❑ Damp lease is wet lease sans the cabin crew, which means the **lessor provides for maintenance and insurance of the aircraft it leases out but does not provide a crew to the lessee.**

- ❑ However, in order to give initial guidance to the crew of the lessee, sometimes, the lessor provides a trainer on board for a limited period of time.

4. Finance Lease

- ☐ A Finance Lease is a contract.
- ☐ Almost all of the risks and rewards of ownership are borne by the lessee.
- ☐ Lease payments are made during the lease period.
- ☐ Payments are sufficient to cover the lessor's costs and also a profit.
- ☐ It is analogous to a secured loan with the **exception** that the title continues to vest in the lessor.

Contd...

- ☐ Long Term i.e. 12-25 years.
- ☐ Accompanied with restrictions of cancellation.
- ☐ Asset and associated debt shown on airlines' Balance Sheet.
- ☐ Lessee is responsible for all repairs, maintenance and insurance costs and also bears the risk of obsolescence (going out of use).
- ☐ Lease period normally covers the economic life of the aircraft so that by the end of the lease, the residual value of the aircraft may be negligible.

5. Operating Lease

- ❑ The purpose of an Operating Lease is to facilitate usage of the asset rather than transfer of any ownership interest.
- ❑ The risks and rewards of ownership remain with the lessor.
- ❑ An operating lessor has to place the aircraft on a number of successive leases or sell the aircraft in due course to recover its capital outlay and make a profit, whereas a finance lessor looks to a single lease to do the same.

Contd...

- ❑ Short Term i.e. 1-10 years.
- ❑ Varying degree of flexibility for cancellation by airlines.
- ❑ Lessor retains full title.
- ❑ No inclusion on Balance Sheet, treated as Operating Expense.
- ❑ Flexibility to introduce new routes or aircraft types.

NOTE:

An **Operating Lessor** must, therefore, have significant expertise in the management of the asset,

While a **Finance Lessor** is primarily concerned with effectiveness of the lease structure and has minimal interest in asset management.

6. Sale and Leaseback

- The owner of the asset (aircraft) sells the asset to a purchaser.
- The purchaser who then immediately leases it back to the seller.
- This enables the previous owner to continue using the asset, in addition to recovering the equity in the asset.
- An Airliner normally enters into a sale and leaseback of the aircraft to:
 - To improve capital flow;
 - Lessen the risk of variation in future aircraft value,
 - Fix the sale price in expectation of aircraft deliveries for fleet renewal,
 - Recover the present value of an aircraft which is liable to be retired in the near future; as a tax planning strategy; refinance aircraft owned by the airline at a reduced cost and / or streamline the ownership structure of the fleet.

4. DGCA's POLICY (REQUIREMENTS)

CRITERIA FOR LEASING OF AIRCRAFTS BY INDIAN OPERATORS

- 1. Permission from the DGCA:** DGCA permission is mandatory before leasing an aircraft in India. An Indian operator can either take an aircraft on lease from a foreign operator or another Indian Operator.
- 2. Aircraft on Lease from a Foreign Operator:** Where the Indian operator intends to take a foreign registered aircraft on lease, charter or any similar arrangement from a person holding Air Operator Certificate (AOC) issued by another State, the following information has to be provided by the Indian operator to the DGCA at least 45 days prior to the proposed date of operation with the leased aircraft:

Contd...

- a) Name and address of the Indian Operator and the lessor;
- b) Aircraft details;
- c) AOC details along with operations specifications, if any, of the lessor;
- d) Name and contact information of the State of Registry;
- e) A copy of the letter of intent;
- f) Planned arrangements for operation and maintenance of aircraft during the lease period;
- g) proposed date of import into India.

Contd...

3. Aircraft Lease from an Indian Operator: In the event an Indian operator intends to borrow an aircraft on lease from an Indian operator (for domestic or international operations) the following information has to be provided to the DGCA at least 45 days prior to the proposed date of operation with the leased aircraft.

- a) Name and address of the operator from whom the aircraft is intended to be leased;
- b) AOC details along with operations specifications of the lessee and the lessor;
- c) aircraft type, registration number and its main base;
- d) maintenance agency with scope of approval;

Contd...

- e) a copy of the draft lease agreement and maintenance agreement;
- f) any amendment proposed to be made in the Operations Manual or other relevant documents;
- g) a document giving details of the respective responsibilities of compliance with regulatory requirements such as FDTL, arrangements for Flight Operations Quality Assurance, flight dispatch and responsibilities of the lessor and the lessee with regard to operation, maintenance and quality system of the aircraft.

Contd...

Upon receipt of the above information, the DGCA finalizes the modalities for operation of the leased aircraft at a meeting with the Indian Operator.

Where the aircraft is taken on lease from a foreign operator, the representatives of the foreign operator and the regulatory authority are also allowed to participate in the meeting.

The DGCA can conclude an agreement under Article 83 bis with the State Registry and the State Operator for transfer of certain regulatory functions.

It has also the discretion to impose conditions while granting permission to the Indian operator for operations with the leased aircraft.

5. LEGAL ASPECTS OF LEASING

Indian Law

1. Indian Contract Act, 1872

Chapter: IX Bailment

Sections 148-171

Bailment of Pledges

Sections 172-181

2. Transfer of Property Act, 1882

Leases

Sections 107

3. Sale of Goods Act, 1930

6. CAPE TOWN CONVENTION

1. The Cape Town Convention, 2001
(Convention on International Interests in Mobile Equipment)
2. The Cape Town Protocol, 2001
(Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment)
3. The Consolidated Text of the Cape Town Convention and Protocol
(Consolidated Text of Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on matters specific to Aircraft Equipment)

7. DRAFTING OF AIRCRAFT LEASE AGREEMENT

AIRCRAFT LEASE AGREEMENT

AIRCRAFT LEASE AGREEMENT

Dated as of December 5, 2003

BETWEEN

FRONTIER AIRLINES, INC.

as **LESSEE**

and

INTERNATIONAL LEASE FINANCE CORPORATION

as **LESSOR**

Contd...

Information to be given regarding Aircraft

Aircraft Make and Model: New Airbus A319-111

Aircraft Manufacturer's Serial Number: 2198

Aircraft Registration Mark: Per Exhibit G

Make and Model of Engines: CFM56-5B5/P

Serial Numbers of Engines: Per Exhibit G

NEW AIRCRAFT NO. 1

DRAFTING OF AIRCRAFT LEASE (MODEL)

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ISSUES

- ❖ A variety of issues will present themselves to any Non-Indian Lessor or Financer of an Aircraft to an Indian Operator.
- The Leasing of the Aircraft
- The Making of Lease and Guarantee Payments
- The Security Package

are often magnified by the lack of clear authority and precedent in India.

TYPICAL ISSUES

A "Typical" range of considerations for any inward Lessor or Financier is likely to include:

- ❑ The fact that a withholding Tax Exemption must be obtained from the Indian Ministry of Finance in relation to Lease Rental Payments.
- ❑ The fact that Exchange Control Approval from the RBI will be required in relation to certain Lease/Lease-related and Guarantee Payments.
- ❑ The fact that Indian Statutory Law does not make provision for Mortgages over Aircraft.
- ❑ The likelihood that Indian Stamp Duty will apply in relation to a variety of the transaction documents. The amount of Stamp Duty will vary from State to State and can be charged on copy documents that are brought into certain States.

LEASING OF AIRCRAFT

1. Ownership Interest: (DGCA-can record the lessor's proprietary interest as the owner of an aircraft but it doesn't act as a Title Registry).
2. Lease Interest: DGCA can record the Lease Agreement.
3. Cape Town Convention: (Convention on International Interests in Mobile Equipment signed at Cape Town on 16th Nov. 2001 – Known as The Cape Town Convention, 2001) India signed but not ratified. Once ratified the lessors and financiers will be able to expect greater certainty in terms of recognition and registration of their interests (Ex. Protection of Airliner from Insolvency).
4. Enforcement and Repossession: In the absence of a consensual repossession of the aircraft following any lease termination, an aircraft can only be repossessed through the Courts – Indian Law does not recognize self-help remedies.

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5. Lease and Guarantee Payments

Withholding Tax Exemption: Indian Lessees will get 40% Tax Exemption on Lease Rental Payments. These exemptions are issued by Tax Authorities. If no exemption, then they have to pay 40% tax.

Exchange Control Approval: A Lessor or a Financier will need to ensure that the lessee takes effective responsibility for the exchange control approvals that are likely to be required from the RBI in relation to the Lease Agreement and any payment Guarantee that is provided by an Indian Entity in the context of the transaction.

Contd..

6. Security Documents: Security Package is taken to include security over the aircraft, the Lease Agreement and the Insurances / Reinsurances and also a Guarantee and Deregistration Power of Attorney.
7. Indian Law Aircraft Mortgage:
8. English Law Aircraft Mortgage: The Indian Courts will generally recognize the effectiveness of an English Law mortgage to create a security interest in an aircraft in accordance with its terms and will generally recognize a judgment obtained against an owner in the English Courts, subject to Section 13 of CPC 1908.
9. **Lease Security Assignment**
10. **Insurance Security Assignment**
11. **Deregistration Power of Attorney**

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Assistant Professor of Law

AIRPORT CONTRACTS

A BRIEF NOTE ON AVIATION CONTRACTS

- ☐ Airport Agreements (Concession or OMDA Agreements)
- ☐ Airlines Agreements (Slots and Space)
- ☐ Aircraft Sale or Lease Agreements
- ☐ Aviation Fuel Agreements
- ☐ Cargo
- ☐ Ground Handling
- ☐ Flight Catering
- ☐ Food & Beverages

-
- ☐ Business Hotel
 - ☐ Retail / Duty Free Shops
 - ☐ Advertising
 - ☐ Transport (A/c and Non A/c Buses, Taxi, Car Rentals)
 - ☐ Lease and Financing of Aircraft
 - ☐ Insurance – Airports / Airlines
 - ☐ Passenger – Loss of Baggage / Cargo
 - ☐ Maintenance, Repair and Overhauling (MRO)

TYPES OF AGREEMENTS

❖ **Aeronautical**

- Clearances
- Agreements

❖ **Non-Aeronautical**

- Revenue Generating contracts
- Expenditure contracts

❖ **PPP Agreements:**

- Concession Agreements
- OMDA Agreements

AERONAUTICAL

❖ CLEARANCES:

- DGCA - Licence
- BCAS- Security Clearance Terminal, aerodrome,
- Airport Security- CISF,
- Local Police etc.
- Meteorological services
- Customs/ Immigrations
- Ground handling- BCAS clearance
- Cargo handling - BCAS clearance
- Quarantine facilities- Animal, Plants

❖ AGREEMENTS:

- AAI- ATM- CNS (Communication, Navigation Surveillance Agreements)
- Fueling Agreements
- Space allotment for Agencies,
- Slot Allotment for Airlines

NON-AERONAUTICAL ACTIVITIES

❖ Revenue Contracts

- Car rentals ,Hotel Booking, Cafeterias, Book shops, Duty free shops,
- Money exchange, House keeping, Advertisement
- Royalty form any other operations – Catering
- Real estate related- Airport city, Hotels, Golf courses

❖ Expenditure Contracts

- Maintenance:
- Civil.
- Electrical,
- House keeping,
- Aerobridges
- Trolleys

PPP AGREEMENTS

- ☐ What is PPP?
- ☐ Main Characteristics of PPP?
- ☐ Main Objectives of a PPP
- ☐ Principle Aims of PPP
- ☐ Principle Forms of PPP
- ☐ Kinds of PPP

What is PPP?

- ❑ *“The term PPP refers to a long-term, contractually regulated co-operation between the public and private sector for the efficient fulfillment of public tasks in combining the necessary resources (e.g. knowhow, operational funds, capital, personnel) of the partners and distributing existing project risks appropriately according to the risk management competence of the project partners”.*

Main Characteristics of PPP

- ❑ Efficiency gains through appropriate sharing of risks and responsibilities; the public sector retains mainly sovereign tasks and the private bear those for implementation;
- ❑ Long term contractual relationship; and
- ❑ Innovation, in particular through output specification, service levels and payment mechanisms, as a new way of describing the services to be supplied.

Main Objective of PPP

- To meet growing need of airport infrastructure in India
- To meet the financial requirement to support such growth
- To infuse private funds in the airport infrastructure Sector-
- To increase the standards of Indian airports- to International standards

Principle Aim of PPP

- ❑ To involve the private sector in the provision of public services, shifting the role of the public sector from the owner and provider to purchase and guardian of the interests of the public.
- ❑ It is driven by the belief that the public sector should focus on its core functions, leaving the private sector to perform those functions which it can often do more cost effectively and efficiently.
- ❑ One of the key political drivers behind the PPP is the desire to improve the nation's infrastructure and supporting public services without placing undue strain on scarce public funds and without having to increase taxation.

Principle Forms of Privatisation

- ❑ Formal Privatisation (Tender – Contract – Traditional Way)
- ❑ Material Privatisation (Property transferred)
- ❑ Functional Privatisation (Application of a particular Mechanism)

Kinds of Partnership

- ❑ The PPP relationship can either be 'Horizontal' or 'Vertical'.
- ❑ In **Horizontal** partnership both partners are directly engaged as shareholders (ie., between two owners) in a special purpose vehicle (SPV), which is related to **providing required infrastructure services**.
- ❑ In **Vertical** partnership the public sector contracts with the private partner through a concession agreement or a PPP-Contract, and the latter is **responsible for providing required services**.

Privatisation of Airports

- ❖ Greenfield Airports: New airports – By Concession agreements
- ❖ Brownfield Airports: Only Operations and Development- By OMDA

Alternative Models of PPP

- ❖ Full Privatization

- ❖ Partial privatization

- - Concessions.
- - Strategic partnership(s).
- - Management contract(s).

Salient Features of Concession Agreement

- Government Concession defined
- CNS- ATM Agreement
- Term 30 years + 30years – choice to the Operator
- Standards to be maintained – Defined
- New Concept of Concession Fee introduced
- Monopoly within 150 Kms permitted + closure of old airports
- Protected from policy changes – and to allow all type of operations
- Permission for Non- airport activities

Reserved Activities

- Customs Control;
- Immigration Services;
- Health Services;
- Plant Quarantine Services; and
- Animal Quarantine Services

Resultant Changes

- Monopoly of AAI over Airports removed
- Role of AAI has been reduced from that of regulator to CNS- ATM service provider
- Government control over planning, design, operation and management of airport reduced
- Freedom for the private companies to decide- May result in better airport services
- However, Reserved Activities continue under Government Control

Mechanisms under Public-Private Partnership

1. Operations and Maintenance (OM)
2. Operations, Maintenance & Management (OMM)
3. Design-Build (DB)
4. Design-Build-Maintain (DBM)
5. Design-Build-Operate (DBO)
6. Design-Build-Operate-Maintain (DBOM)
7. Design- Build-Finance-Operate-Maintain (DBFOM)
8. Design-Build-Finance-Operate-Transfer (DBFOT)
9. Design-Build-Finance-Operate-Maintain-Transfer (DBFOMT)
10. Build-Operate-Transfer (BOT)
11. Build-Own-Operate (BOO)
12. Buy-Build-Operate (BBO)
13. Developer Finance (DF)
14. Enhanced Use Leasing or Underutilized Asset (EUL/UA)
15. Lease-Develop-Operate or Build-Develop-Operate (LDO/BDO)
16. Lease-Purchase (LP)
17. Sale-Leaseback (SL)
18. Tax-Exempt Lease (TEL)
19. Turnkey (T)



Drafting of PPP Agreement (Mechanism: Concession Agt.)

- ☐ **Title:** Concession Agreement
- ☐ **Parties:** (i) Ministry Concerned and (ii) Private Party
- ☐ **Date:**
- ☐ **Definitions and Interpretations**
- ☐ The Concession (**Scope of the Project**)
- ☐ **Grant of Concession** (Concession / Recognition of Rights / Concession Fee)
- ☐ **Condition Precedent** (CP to Project/Obligations to satisfy CP / Non-fulfillment of CP / Effective Date)

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- ❑ **Obligations of Gol:** (Obligations of Gol / Exclusivity / Equivalent Treatment / Support / Existing Airport)
 - ❑ **Representations and Warranties:** (R & W / Lock-in / Approvals / Disclaimer)
 - ❑ **Construction of the Airport:** (Master Plan/Construction and Expansion/Independent Engineer/Site and Materials/Airport Opening/Licence/Commissioning)

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- ❑ **Operation and Maintenance:** (Airport Operation & Maintenance /Reserved Activities / Customs, Immigration, Quarantine / Security / Meteorological Services /Mgmt. of Airport Business / Slots / Day & Night Operations / Access for Officials)
 - ❑ **Monitoring of Operation and Maintenance:** (Performance Standards / Monitoring of Performance Standards / Records)
 - ❑ **Charges:** (Parties having right to impose charges: Airport Charges / Other Charges / Payment of Taxes)

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- ❑ **Maintenance of Insurance:** (Insurance during Concession Period /Policies/Remedies for Failure to Insure/Application for Insurance Proceeds
 - ❑ **Accounts and Audit**
 - ❑ **Force Majeure and Termination:** (Force Majeure / Consequences of Force Majeure / Default / Consequences of Default / Transfer of Airport / Pre-Termination Obligations / Term / Other Rights of Termination / Survival / Suspension

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- ❑ **Other Provisions:** (Assignment and Security)
 - ❑ **Liability and Indemnity:** (HAIL Liability / Gol Liability / Change in Law / Maximum Compensation Amount / Liability / Mitigation)
 - ❑ **Dispute Resolution:** (Negotiation and Conciliation / Reference to Arbitrator / Miscellaneous / Decision / Award)
 - ❑ **Redressal of Public Grievances:** (Remedies / Waiver / Consents / Entire Agreement / Further Assurances / No Partnership / Time is the Essence / Computation of Time / Notices / Deemed Delivery / Governing Language / Governing Law / Sovereign Immunity / Default)

SCHEDULES

- ☐ Clearances
- ☐ Description of the Initial Phase of the Project
- ☐ Airport Activities
- ☐ Non-Airport Activities
- ☐ Definition of Force Majeure
- ☐ Form of GOI Agreement

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- ☐ Regulated Charges
 - ☐ Settlement Amount
 - ☐ Reserved Activities
 - ☐ Specifications
 - ☐ Standards
 - ☐ Completion Certificate
 - ☐ Insurance
 - ☐ Tax Benefits

- ☐ **Attachment: Master Plan**

END SLIDE