

STANDING RULES

OF

ICAO INSTRUMENT FLIGHT PROCEDURE DESIGN RECOGNITION OF COMPLIANCE

1. STATEMENT OF DISCLAIMER.

1.1. [Organization/Entity] participating in the ICAO Recognition of compliance – Instrument Flight Procedure – expressly acknowledges that the recognition shall not constitute or be construed as establishing or creating a joint venture, partnership or agency between the parties.

1.2. ICAO, its officials, staff and employees shall not be liable for any claims or damages resulting from or arising out of the recognition of [Organization/Entity] or the revocation thereof.

1.3. [Organization/Entity] shall indemnify, defend, and hold and save harmless ICAO, its officials, staff, employees and agents from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against ICAO, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages arising from or relating to the recognition of [Organization/Entity]. This obligation shall survive any termination or expiration of the term of the recognition.

2. TERM AND REVOCATION.

2.1. The recognition signifies and [Organization/Entity] hereby confirms and expressly represents that [Organization/Entity] satisfies all of the following conditions:

- a. It is authorized by a State (hereinafter the "Authorizing State") to design instrument flight procedures;
- b. Its operational procedures are published in the Authorizing State's AIP;
- c. It has in place a duly appointed Chief Instrument Flight Procedure Designer;
- d. Its designers have all successfully completed any Authorizing State approved training and are currently in compliance with all Authorizing State training and/or licensing requirements; *and*
- e. It has in place both a Quality Management System and Safety Management System that are approved by and/or comply with all Authorizing State requirements.

2.2. If at any time [Organization/Entity] does not comply with any of the foregoing conditions, the recognition shall become immediately null and void.

2.3. The term of the recognition shall commence on [insert date] and shall terminate automatically:

- a. If ICAO determines that any term and/or condition required by ICAO in accordance with these rules or any other ICAO policy or procedure is not satisfied;
- b. If ICAO determines to no longer recognize instrument flight procedure designers under any current or future policy or program; *or*
- c. No later than [insert date], unless an recognition renewal has been mutually executed between ICAO and [Organization/Entity].

3. PRIVILEGES AND IMMUNITIES.

3.1. ICAO may unilaterally amend or supplement the terms and conditions of the recognition as contained in these rules and/or in any other ICAO policy or procedure with a thirty (30) day prior notice.

3.2. Nothing contained in or relating to these Terms and/or the recognition shall be deemed a waiver express or implied, of any of the privileges and immunities of ICAO, its officials, staff and employees.

4. AUTHORIZED SIGNATORY. The undersigned represents that he/she has full legal authority to act as duly appointed representative of [Organization/Entity] and has caused this Statement to be signed on the date below.

Signed on behalf of [Organization/Entity] on [date].