APPENDIX I

CONVENTION

ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT

Signed at Cape Town on 16 November 2001

CAPE TOWN
16 NOVEMBER 2001
CONVENTION
ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT

THE STATES PARTIES TO THIS CONVENTION,

AWARE of the need to acquire and use mobile equipment of high value or particular economic significance and to facilitate the financing of the acquisition and use of such equipment in an efficient manner,

RECOGNISING the advantages of asset-based financing and leasing for this purpose and desiring to facilitate these types of transaction by establishing clear rules to govern them,

MINDFUL of the need to ensure that interests in such equipment are recognised and protected universally,

DESIRING to provide broad and mutual economic benefits for all interested parties,

BELIEVING that such rules must reflect the principles underlying asset-based financing and leasing and promote the autonomy of the parties necessary in these transactions,

CONSCIOUS of the need to establish a legal framework for international interests in such equipment and for that purpose to create an international registration system for their protection,

TAKING INTO CONSIDERATION the objectives and principles enunciated in existing Conventions relating to such equipment,

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

CHAPTER I
SPHERE OF APPLICATION AND GENERAL PROVISIONS

Article 1 — Definitions

In this Convention, except where the context otherwise requires, the following terms are employed with the meanings set out below:
APPENDIX I

(a) “agreement” means a security agreement, a title reservation agreement or a leasing agreement;

(b) “assignment” means a contract which, whether by way of security or otherwise, confers on the assignee associated rights with or without a transfer of the related international interest;

(c) “associated rights” means all rights to payment or other performance by a debtor under an agreement which are secured by or associated with the object;

(d) “commencement of the insolvency proceedings” means the time at which the insolvency proceedings are deemed to commence under the applicable insolvency law;

(e) “conditional buyer” means a buyer under a title reservation agreement;

(f) “conditional seller” means a seller under a title reservation agreement;

(g) “contract of sale” means a contract for the sale of an object by a seller to a buyer which is not an agreement as defined in (a) above;

(h) “court” means a court of law or an administrative or arbitral tribunal established by a Contracting State;

(i) “creditor” means a chargee under a security agreement, a conditional seller under a title reservation agreement or a lessor under a leasing agreement;

(j) “debtor” means a chargor under a security agreement, a conditional buyer under a title reservation agreement, a lessee under a leasing agreement or a person whose interest in an object is burdened by a registrable non-consensual right or interest;

(k) “insolvency administrator” means a person authorised to administer the reorganisation or liquidation, including one authorised on an interim basis, and includes a debtor in possession if permitted by the applicable insolvency law;

(l) “insolvency proceedings” means bankruptcy, liquidation or other collective judicial or administrative proceedings, including interim proceedings, in which the assets and affairs of the debtor are subject to control or supervision by a court for the purposes of reorganisation or liquidation;

(m) “interested persons” means:

(i) the debtor;
(ii) any person who, for the purpose of assuring performance of any of the obligations in favour of the creditor, gives or issues a suretyship or demand guarantee or a standby letter of credit or any other form of credit insurance;

(iii) any other person having rights in or over the object;

(n) “internal transaction” means a transaction of a type listed in Article 2(2)(a) to (c) where the centre of the main interests of all parties to such transaction is situated, and the relevant object located (as specified in the Protocol), in the same Contracting State at the time of the conclusion of the contract and where the interest created by the transaction has been registered in a national registry in that Contracting State which has made a declaration under Article 50(1);

(o) “international interest” means an interest held by a creditor to which Article 2 applies;

(p) “International Registry” means the international registration facilities established for the purposes of this Convention or the Protocol;

(q) “leasing agreement” means an agreement by which one person (the lessor) grants a right to possession or control of an object (with or without an option to purchase) to another person (the lessee) in return for a rental or other payment;

(r) “national interest” means an interest held by a creditor in an object and created by an internal transaction covered by a declaration under Article 50(1);

(s) “non-consensual right or interest” means a right or interest conferred under the law of a Contracting State which has made a declaration under Article 39 to secure the performance of an obligation, including an obligation to a State, State entity or an intergovernmental or private organisation;

(t) “notice of a national interest” means notice registered or to be registered in the International Registry that a national interest has been created;

(u) “object” means an object of a category to which Article 2 applies;

(v) “pre-existing right or interest” means a right or interest of any kind in or over an object created or arising before the effective date of this Convention as defined by Article 60(2)(a);

(w) “proceeds” means money or non-money proceeds of an object arising from the total or partial loss or physical destruction of the object or its total or partial confiscation, condemnation or requisition;
(x) “prospective assignment” means an assignment that is intended to be made in the future, upon the occurrence of a stated event, whether or not the occurrence of the event is certain;

(y) “prospective international interest” means an interest that is intended to be created or provided for in an object as an international interest in the future, upon the occurrence of a stated event (which may include the debtor’s acquisition of an interest in the object), whether or not the occurrence of the event is certain;

(z) “prospective sale” means a sale which is intended to be made in the future, upon the occurrence of a stated event, whether or not the occurrence of the event is certain;

(aa) “Protocol” means, in respect of any category of object and associated rights to which this Convention applies, the Protocol in respect of that category of object and associated rights;

(bb) “registered” means registered in the International Registry pursuant to Chapter V;

(cc) “registered interest” means an international interest, a registrable non-consensual right or interest or a national interest specified in a notice of a national interest registered pursuant to Chapter V;

(dd) “registrable non-consensual right or interest” means a non-consensual right or interest registrable pursuant to a declaration deposited under Article 40;

(EE) “Registrar” means, in respect of the Protocol, the person or body designated by that Protocol or appointed under Article 17(2)(b);

(ff) “regulations” means regulations made or approved by the Supervisory Authority pursuant to the Protocol;

(gg) “sale” means a transfer of ownership of an object pursuant to a contract of sale;
(hh) “secured obligation” means an obligation secured by a security interest;

(ii) “security agreement” means an agreement by which a chargor grants or agrees to grant to a chargee an interest (including an ownership interest) in or over an object to secure the performance of any existing or future obligation of the chargor or a third person;

(jj) “security interest” means an interest created by a security agreement;

(kk) “Supervisory Authority” means, in respect of the Protocol, the Supervisory Authority referred to in Article 17(1);

(ll) “title reservation agreement” means an agreement for the sale of an object on terms that ownership does not pass until fulfilment of the condition or conditions stated in the agreement;

(mm) “unregistered interest” means a consensual interest or non-consensual right or interest (other than an interest to which Article 39 applies) which has not been registered, whether or not it is registrable under this Convention; and

(nn) “writing” means a record of information (including information communicated by teletransmission) which is in tangible or other form and is capable of being reproduced in tangible form on a subsequent occasion and which indicates by reasonable means a person’s approval of the record.

Article 2 — The international interest

1. This Convention provides for the constitution and effects of an international interest in certain categories of mobile equipment and associated rights.

2. For the purposes of this Convention, an international interest in mobile equipment is an interest, constituted under Article 7, in a uniquely identifiable object of a category of such objects listed in paragraph 3 and designated in the Protocol:

   (a) granted by the chargor under a security agreement;
   (b) vested in a person who is the conditional seller under a title reservation agreement; or
   (c) vested in a person who is the lessor under a leasing agreement.

An interest falling within sub-paragraph (a) does not also fall within sub-paragraph (b) or (c).

3. The categories referred to in the preceding paragraphs are:
APPENDIX I

(a) airframes, aircraft engines and helicopters;
(b) railway rolling stock; and
(c) space assets.

4. The applicable law determines whether an interest to which paragraph 2 applies falls within subparagraph (a), (b) or (c) of that paragraph.

5. An international interest in an object extends to proceeds of that object.

Article 3 — Sphere of application

1. This Convention applies when, at the time of the conclusion of the agreement creating or providing for the international interest, the debtor is situated in a Contracting State.

2. The fact that the creditor is situated in a non-Contracting State does not affect the applicability of this Convention.

Article 4 — Where debtor is situated

1. For the purposes of Article 3(1), the debtor is situated in any Contracting State:
   (a) under the law of which it is incorporated or formed;
   (b) where it has its registered office or statutory seat;
   (c) where it has its centre of administration; or
   (d) where it has its place of business.

2. A reference in sub-paragraph (d) of the preceding paragraph to the debtor’s place of business shall, if it has more than one place of business, mean its principal place of business or, if it has no place of business, its habitual residence.

Article 5 — Interpretation and applicable law

1. In the interpretation of this Convention, regard is to be had to its purposes as set forth in the preamble, to its international character and to the need to promote uniformity and predictability in its application.
2. Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the applicable law.

3. References to the applicable law are to the domestic rules of the law applicable by virtue of the rules of private international law of the forum State.

4. Where a State comprises several territorial units, each of which has its own rules of law in respect of the matter to be decided, and where there is no indication of the relevant territorial unit, the law of that State decides which is the territorial unit whose rules shall govern. In the absence of any such rule, the law of the territorial unit with which the case is most closely connected shall apply.

Article 6 — Relationship between the Convention and the Protocol

1. This Convention and the Protocol shall be read and interpreted together as a single instrument.

2. To the extent of any inconsistency between this Convention and the Protocol, the Protocol shall prevail.

CHAPTER II

CONSTITUTION OF AN INTERNATIONAL INTEREST

Article 7 — Formal requirements

An interest is constituted as an international interest under this Convention where the agreement creating or providing for the interest:

(a) is in writing;

(b) relates to an object of which the chargor, conditional seller or lessor has power to dispose;

(c) enables the object to be identified in conformity with the Protocol; and

(d) in the case of a security agreement, enables the secured obligations to be determined, but without the need to state a sum or maximum sum secured.
CHAPTER III

DEFAULT REMEDIES

Article 8 — Remedies of chargee

1. In the event of default as provided in Article 11, the chargee may, to the extent that the chargor has at any time so agreed and subject to any declaration that may be made by a Contracting State under Article 54, exercise any one or more of the following remedies:
   
   (a) take possession or control of any object charged to it;
   (b) sell or grant a lease of any such object;
   (c) collect or receive any income or profits arising from the management or use of any such object.

2. The chargee may alternatively apply for a court order authorising or directing any of the acts referred to in the preceding paragraph.

3. Any remedy set out in sub-paragraph (a), (b) or (c) of paragraph 1 or by Article 13 shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the security agreement except where such a provision is manifestly unreasonable.

4. A chargee proposing to sell or grant a lease of an object under paragraph 1 shall give reasonable prior notice in writing of the proposed sale or lease to:
   
   (a) interested persons specified in Article 1(m)(i) and (ii); and
   (b) interested persons specified in Article 1(m)(iii) who have given notice of their rights to the chargee within a reasonable time prior to the sale or lease.

5. Any sum collected or received by the chargee as a result of exercise of any of the remedies set out in paragraph 1 or 2 shall be applied towards discharge of the amount of the secured obligations.

6. Where the sums collected or received by the chargee as a result of the exercise of any remedy set out in paragraph 1 or 2 exceed the amount secured by the security interest and any reasonable costs incurred in the exercise of any such remedy, then unless otherwise ordered by the court the chargee shall distribute the surplus among holders of
subsequently ranking interests which have been registered or of which the chargee has been given notice, in order of priority, and pay any remaining balance to the chargor.

**Article 9 — Vesting of object in satisfaction; redemption**

1. At any time after default as provided in Article 11, the chargee and all the interested persons may agree that ownership of (or any other interest of the chargor in) any object covered by the security interest shall vest in the chargee in or towards satisfaction of the secured obligations.

2. The court may on the application of the chargee order that ownership of (or any other interest of the chargor in) any object covered by the security interest shall vest in the chargee in or towards satisfaction of the secured obligations.

3. The court shall grant an application under the preceding paragraph only if the amount of the secured obligations to be satisfied by such vesting is commensurate with the value of the object after taking account of any payment to be made by the chargee to any of the interested persons.

4. At any time after default as provided in Article 11 and before sale of the charged object or the making of an order under paragraph 2, the chargor or any interested person may discharge the security interest by paying in full the amount secured, subject to any lease granted by the chargee under Article 8(1)(b) or ordered under Article 8(2). Where, after such default, the payment of the amount secured is made in full by an interested person other than the debtor, that person is subrogated to the rights of the chargee.

5. Ownership or any other interest of the chargor passing on a sale under Article 8(1)(b) or passing under paragraph 1 or 2 of this Article is free from any other interest over which the chargee’s security interest has priority under the provisions of Article 29.

**Article 10 — Remedies of conditional seller or lessor**

In the event of default under a title reservation agreement or under a leasing agreement as provided in Article 11, the conditional seller or the lessor, as the case may be, may:

(a) subject to any declaration that may be made by a Contracting State under Article 54, terminate the agreement and take possession or control of any object to which the agreement relates; or

(b) apply for a court order authorising or directing either of these acts.
Article 11 — Meaning of default

1. The debtor and the creditor may at any time agree in writing as to the events that constitute a default or otherwise give rise to the rights and remedies specified in Articles 8 to 10 and 13.

2. Where the debtor and the creditor have not so agreed, “default” for the purposes of Articles 8 to 10 and 13 means a default which substantially deprives the creditor of what it is entitled to expect under the agreement.

Article 12 — Additional remedies

Any additional remedies permitted by the applicable law, including any remedies agreed upon by the parties, may be exercised to the extent that they are not inconsistent with the mandatory provisions of this Chapter as set out in Article 15.

Article 13 — Relief pending final determination

1. Subject to any declaration that it may make under Article 55, a Contracting State shall ensure that a creditor who adduces evidence of default by the debtor may, pending final determination of its claim and to the extent that the debtor has at any time so agreed, obtain from a court speedy relief in the form of such one or more of the following orders as the creditor requests:

   (a) preservation of the object and its value;
   (b) possession, control or custody of the object;
   (c) immobilisation of the object; and
   (d) lease or, except where covered by sub-paragraphs (a) to (c), management of the object and the income therefrom.

2. In making any order under the preceding paragraph, the court may impose such terms as it considers necessary to protect the interested persons in the event that the creditor:

   (a) in implementing any order granting such relief, fails to perform any of its obligations to the debtor under this Convention or the Protocol; or
   (b) fails to establish its claim, wholly or in part, on the final determination of that claim.
3. Before making any order under paragraph 1, the court may require notice of the request to be given to any of the interested persons.

4. Nothing in this Article affects the application of Article 8(3) or limits the availability of forms of interim relief other than those set out in paragraph 1.

**Article 14 — Procedural requirements**

Subject to Article 54(2), any remedy provided by this Chapter shall be exercised in conformity with the procedure prescribed by the law of the place where the remedy is to be exercised.

**Article 15 — Derogation**

In their relations with each other, any two or more of the parties referred to in this Chapter may at any time, by agreement in writing, derogate from or vary the effect of any of the preceding provisions of this Chapter except Articles 8(3) to (6), 9(3) and (4), 13(2) and 14.

**CHAPTER IV**

**THE INTERNATIONAL REGISTRATION SYSTEM**

**Article 16 — The International Registry**

1. An International Registry shall be established for registrations of:

   (a) international interests, prospective international interests and registrable non-consensual rights and interests;
   
   (b) assignments and prospective assignments of international interests;
   
   (c) acquisitions of international interests by legal or contractual subrogations under the applicable law;
   
   (d) notices of national interests; and
   
   (e) subordinations of interests referred to in any of the preceding sub-paragraphs.
2. Different international registries may be established for different categories of object and associated rights.

3. For the purposes of this Chapter and Chapter V, the term “registration” includes, where appropriate, an amendment, extension or discharge of a registration.

Article 17 — The Supervisory Authority and the Registrar

1. There shall be a Supervisory Authority as provided by the Protocol.

2. The Supervisory Authority shall:

   (a) establish or provide for the establishment of the International Registry;

   (b) except as otherwise provided by the Protocol, appoint and dismiss the Registrar;

   (c) ensure that any rights required for the continued effective operation of the International Registry in the event of a change of Registrar will vest in or be assignable to the new Registrar;

   (d) after consultation with the Contracting States, make or approve and ensure the publication of regulations pursuant to the Protocol dealing with the operation of the International Registry;

   (e) establish administrative procedures through which complaints concerning the operation of the International Registry can be made to the Supervisory Authority;

   (f) supervise the Registrar and the operation of the International Registry;

   (g) at the request of the Registrar, provide such guidance to the Registrar as the Supervisory Authority thinks fit;

   (h) set and periodically review the structure of fees to be charged for the services and facilities of the International Registry;

   (i) do all things necessary to ensure that an efficient notice-based electronic registration system exists to implement the objectives of this Convention and the Protocol; and

   (j) report periodically to Contracting States concerning the discharge of its obligations under this Convention and the Protocol.
3. The Supervisory Authority may enter into any agreement requisite for the performance of its functions, including any agreement referred to in Article 27(3).

4. The Supervisory Authority shall own all proprietary rights in the data bases and archives of the International Registry.

5. The Registrar shall ensure the efficient operation of the International Registry and perform the functions assigned to it by this Convention, the Protocol and the regulations.

CHAPTER V

OTHER MATTERS RELATING TO REGISTRATION

Article 18 — Registration requirements

1. The Protocol and regulations shall specify the requirements, including the criteria for the identification of the object:

   (a) for effecting a registration (which shall include provision for prior electronic transmission of any consent from any person whose consent is required under Article 20);

   (b) for making searches and issuing search certificates, and, subject thereto;

   (c) for ensuring the confidentiality of information and documents of the International Registry other than information and documents relating to a registration.

2. The Registrar shall not be under a duty to enquire whether a consent to registration under Article 20 has in fact been given or is valid.

3. Where an interest registered as a prospective international interest becomes an international interest, no further registration shall be required provided that the registration information is sufficient for a registration of an international interest.

4. The Registrar shall arrange for registrations to be entered into the International Registry data base and made searchable in chronological order of receipt, and the file shall record the date and time of receipt.

5. The Protocol may provide that a Contracting State may designate an entity or entities in its territory as the entry point or entry points through which the information required for registration shall or may be transmitted to the International
Registry. A Contracting State making such a designation may specify the requirements, if any, to be satisfied before such information is transmitted to the International Registry.

**Article 19 — Validity and time of registration**

1. A registration shall be valid only if made in conformity with Article 20.

2. A registration, if valid, shall be complete upon entry of the required information into the International Registry data base so as to be searchable.

3. A registration shall be searchable for the purposes of the preceding paragraph at the time when:
   
   (a) the International Registry has assigned to it a sequentially ordered file number; and

   (b) the registration information, including the file number, is stored in durable form and may be accessed at the International Registry.

4. If an interest first registered as a prospective international interest becomes an international interest, that international interest shall be treated as registered from the time of registration of the prospective international interest provided that the registration was still current immediately before the international interest was constituted as provided by Article 7.

5. The preceding paragraph applies with necessary modifications to the registration of a prospective assignment of an international interest.

6. A registration shall be searchable in the International Registry data base according to the criteria prescribed by the Protocol.

**Article 20 — Consent to registration**

1. An international interest, a prospective international interest or an assignment or prospective assignment of an international interest may be registered, and any such registration amended or extended prior to its expiry, by either party with the consent in writing of the other.

2. The subordination of an international interest to another international interest may be registered by or with the consent in writing at any time of the person whose interest has been subordinated.
3. A registration may be discharged by or with the consent in writing of the party in whose favour it was made.

4. The acquisition of an international interest by legal or contractual subrogation may be registered by the subrogee.

5. A registrable non-consensual right or interest may be registered by the holder thereof.

6. A notice of a national interest may be registered by the holder thereof.

**Article 21 — Duration of registration**

Registration of an international interest remains effective until discharged or until expiry of the period specified in the registration.

**Article 22 — Searches**

1. Any person may, in the manner prescribed by the Protocol and regulations, make or request a search of the International Registry by electronic means concerning interests or prospective international interests registered therein.

2. Upon receipt of a request therefor, the Registrar, in the manner prescribed by the Protocol and regulations, shall issue a registry search certificate by electronic means with respect to any object:

   (a) stating all registered information relating thereto, together with a statement indicating the date and time of registration of such information; or

   (b) stating that there is no information in the International Registry relating thereto.

3. A search certificate issued under the preceding paragraph shall indicate that the creditor named in the registration information has acquired or intends to acquire an international interest in the object but shall not indicate whether what is registered is an international interest or a prospective international interest, even if this is ascertainable from the relevant registration information.
APPENDIX I

Article 23 — List of declarations and declared non-consensual rights or interests

The Registrar shall maintain a list of declarations, withdrawals of declaration and of the categories of nonconsensual right or interest communicated to the Registrar by the Depositary as having been declared by Contracting States in conformity with Articles 39 and 40 and the date of each such declaration or withdrawal of declaration. Such list shall be recorded and searchable in the name of the declaring State and shall be made available as provided in the Protocol and regulations to any person requesting it.

Article 24 — Evidentiary value of certificates

A document in the form prescribed by the regulations which purports to be a certificate issued by the International Registry is prima facie proof:

(a) that it has been so issued; and

(b) of the facts recited in it, including the date and time of a registration.

Article 25 — Discharge of registration

1. Where the obligations secured by a registered security interest or the obligations giving rise to a registered non-consensual right or interest have been discharged, or where the conditions of transfer of title under a registered title reservation agreement have been fulfilled, the holder of such interest shall, without undue delay, procure the discharge of the registration after written demand by the debtor delivered to or received at its address stated in the registration.

2. Where a prospective international interest or a prospective assignment of an international interest has been registered, the intending creditor or intending assignee shall, without undue delay, procure the discharge of the registration after written demand by the intending debtor or assignor which is delivered to or received at its address stated in the registration before the intending creditor or assignee has given value or incurred a commitment to give value.

3. Where the obligations secured by a national interest specified in a registered notice of a national interest have been discharged, the holder of such interest shall, without undue delay, procure the discharge of the registration after written demand by the debtor delivered to or received at its address stated in the registration.
4. Where a registration ought not to have been made or is incorrect, the person in whose favour the registration was made shall, without undue delay, procure its discharge or amendment after written demand by the debtor delivered to or received at its address stated in the registration.

**Article 26 — Access to the international registration facilities**

No person shall be denied access to the registration and search facilities of the International Registry on any ground other than its failure to comply with the procedures prescribed by this Chapter.

**CHAPTER VI**

**PRIVILEGES AND IMMUNITIES OF THE SUPERVISORY AUTHORITY AND THE REGISTRAR**

**Article 27 — Legal personality; immunity**

1. The Supervisory Authority shall have international legal personality where not already possessing such personality.

2. The Supervisory Authority and its officers and employees shall enjoy such immunity from legal or administrative process as is specified in the Protocol.

3. (a) The Supervisory Authority shall enjoy exemption from taxes and such other privileges as may be provided by agreement with the host State.

   (b) For the purposes of this paragraph, “host State” means the State in which the Supervisory Authority is situated.

4. The assets, documents, data bases and archives of the International Registry shall be inviolable and immune from seizure or other legal or administrative process.

5. For the purposes of any claim against the Registrar under Article 28(1) or Article 44, the claimant shall be entitled to access to such information and documents as are necessary to enable the claimant to pursue its claim.

6. The Supervisory Authority may waive the inviolability and immunity conferred by paragraph 4.
Chapter VII

Liability of the Registrar

Article 28 — Liability and financial assurances

1. The Registrar shall be liable for compensatory damages for loss suffered by a person directly resulting from an error or omission of the Registrar and its officers and employees or from a malfunction of the international registration system except where the malfunction is caused by an event of an inevitable and irresistible nature, which could not be prevented by using the best practices in current use in the field of electronic registry design and operation, including those related to back-up and systems security and networking.

2. The Registrar shall not be liable under the preceding paragraph for factual inaccuracy of registration information received by the Registrar or transmitted by the Registrar in the form in which it received that information nor for acts or circumstances for which the Registrar and its officers and employees are not responsible and arising prior to receipt of registration information at the International Registry.

3. Compensation under paragraph 1 may be reduced to the extent that the person who suffered the damage caused or contributed to that damage.

4. The Registrar shall procure insurance or a financial guarantee covering the liability referred to in this Article to the extent determined by the Supervisory Authority, in accordance with the Protocol.

Chapter VIII

Effects of an International Interest as Against Third Parties

Article 29 — Priority of competing interests

1. A registered interest has priority over any other interest subsequently registered and over an unregistered interest.

2. The priority of the first-mentioned interest under the preceding paragraph applies:
   (a) even if the first-mentioned interest was acquired or registered with actual knowledge of the other interest; and
(b) even as regards value given by the holder of the first-mentioned interest with such knowledge.

3. The buyer of an object acquires its interest in it:
   (a) subject to an interest registered at the time of its acquisition of that interest; and
   (b) free from an unregistered interest even if it has actual knowledge of such an interest.

4. The conditional buyer or lessee acquires its interest in or right over that object:
   (a) subject to an interest registered prior to the registration of the international interest held by its conditional seller or lessor; and
   (b) free from an interest not so registered at that time even if it has actual knowledge of that interest.

5. The priority of competing interests or rights under this Article may be varied by agreement between the holders of those interests, but an assignee of a subordinated interest is not bound by an agreement to subordinate that interest unless at the time of the assignment a subordination had been registered relating to that agreement.

6. Any priority given by this Article to an interest in an object extends to proceeds.

7. This Convention:
   (a) does not affect the rights of a person in an item, other than an object, held prior to its installation on an object if under the applicable law those rights continue to exist after the installation; and
   (b) does not prevent the creation of rights in an item, other than an object, which has previously been installed on an object where under the applicable law those rights are created.

**Article 30 — Effects of insolvency**

1. In insolvency proceedings against the debtor an international interest is effective if prior to the commencement of the insolvency proceedings that interest was registered in conformity with this Convention.

2. Nothing in this Article impairs the effectiveness of an international interest in the insolvency proceedings where that interest is effective under the applicable law.
APPENDIX I

3. Nothing in this Article affects:
   (a) any rules of law applicable in insolvency proceedings relating to the avoidance of a transaction as a preference or a transfer in fraud of creditors; or
   (b) any rules of procedure relating to the enforcement of rights to property which is under the control or supervision of the insolvency administrator.

CHAPTER IX

ASSIGNMENTS OF ASSOCIATED RIGHTS AND INTERNATIONAL INTERESTS;
RIGHTS OF SUBROGATION

Article 31 — Effects of assignment

1. Except as otherwise agreed by the parties, an assignment of associated rights made in conformity with Article 32 also transfers to the assignee:
   (a) the related international interest; and
   (b) all the interests and priorities of the assignor under this Convention.

2. Nothing in this Convention prevents a partial assignment of the assignor’s associated rights. In the case of such a partial assignment the assignor and assignee may agree as to their respective rights concerning the related international interest assigned under the preceding paragraph but not so as adversely to affect the debtor without its consent.

3. Subject to paragraph 4, the applicable law shall determine the defences and rights of set-off available to the debtor against the assignee.

4. The debtor may at any time by agreement in writing waive all or any of the defences and rights of set-off referred to in the preceding paragraph other than defences arising from fraudulent acts on the part of the assignee.

5. In the case of an assignment by way of security, the assigned associated rights revest in the assignor, to the extent that they are still subsisting, when the obligations secured by the assignment have been discharged.
Article 32 — Formal requirements of assignment

1. An assignment of associated rights transfers the related international interest only if it:
   
   (a) is in writing;
   
   (b) enables the associated rights to be identified under the contract from which they arise; and
   
   (c) in the case of an assignment by way of security, enables the obligations secured by the assignment to be determined in accordance with the Protocol but without the need to state a sum or maximum sum secured.

2. An assignment of an international interest created or provided for by a security agreement is not valid unless some or all related associated rights also are assigned.

3. This Convention does not apply to an assignment of associated rights which is not effective to transfer the related international interest.

Article 33 — Debtor’s duty to assignee

1. To the extent that associated rights and the related international interest have been transferred in accordance with Articles 31 and 32, the debtor in relation to those rights and that interest is bound by the assignment and has a duty to make payment or give other performance to the assignee, if but only if:

   (a) the debtor has been given notice of the assignment in writing by or with the authority of the assignor; and

   (b) the notice identifies the associated rights.

2. Irrespective of any other ground on which payment or performance by the debtor discharges the latter from liability, payment or performance shall be effective for this purpose if made in accordance with the preceding paragraph.

3. Nothing in this Article shall affect the priority of competing assignments.
Article 34 — Default remedies in respect of assignment by way of security

In the event of default by the assignor under the assignment of associated rights and the related international interest made by way of security, Articles 8, 9 and 11 to 14 apply in the relations between the assignor and the assignee (and, in relation to associated rights, apply in so far as those provisions are capable of application to intangible property) as if references:

(a) to the secured obligation and the security interest were references to the obligation secured by the assignment of the associated rights and the related international interest and the security interest created by that assignment;

(b) to the chargee or creditor and chargor or debtor were references to the assignee and assignor;

(c) to the holder of the international interest were references to the assignee; and

(d) to the object were references to the assigned associated rights and the related international interest.

Article 35 — Priority of competing assignments

1. Where there are competing assignments of associated rights and at least one of the assignments includes the related international interest and is registered, the provisions of Article 29 apply as if the references to a registered interest were references to an assignment of the associated rights and the related registered interest and as if references to a registered or unregistered interest were references to a registered or unregistered assignment.

2. Article 30 applies to an assignment of associated rights as if the references to an international interest were references to an assignment of the associated rights and the related international interest.

Article 36 — Assignee’s priority with respect to associated rights

1. The assignee of associated rights and the related international interest whose assignment has been registered only has priority under Article 35(1) over another assignee of the associated rights:
CAPE TOWN CONVENTION

(a) if the contract under which the associated rights arise states that they are secured by or associated with the object; and

(b) to the extent that the associated rights are related to an object.

2. For the purposes of sub-paragraph (b) of the preceding paragraph, associated rights are related to an object only to the extent that they consist of rights to payment or performance that relate to:

(a) a sum advanced and utilised for the purchase of the object;

(b) a sum advanced and utilised for the purchase of another object in which the assignor held another international interest if the assignor transferred that interest to the assignee and the assignment has been registered;

(c) the price payable for the object;

(d) the rentals payable in respect of the object; or

(e) other obligations arising from a transaction referred to in any of the preceding subparagraphs.

3. In all other cases, the priority of the competing assignments of the associated rights shall be determined by the applicable law.

Article 37 — Effects of assignor’s insolvency

The provisions of Article 30 apply to insolvency proceedings against the assignor as if references to the debtor were references to the assignor.

Article 38 — Subrogation

1. Subject to paragraph 2, nothing in this Convention affects the acquisition of associated rights and the related international interest by legal or contractual subrogation under the applicable law.

2. The priority between any interest within the preceding paragraph and a competing interest may be varied by agreement in writing between the holders of the respective interests but an assignee of a subordinated interest is not bound by an agreement to subordinate that interest unless at the time of the assignment a subordination had been registered relating to that agreement.
APPENDIX I

CHAPTER X

RIGHTS OR INTERESTS SUBJECT TO DECLARATIONS BY CONTRACTING STATES

Article 39 — Rights having priority without registration

1. A Contracting State may at any time, in a declaration deposited with the Depositary of the Protocol declare, generally or specifically:

   (a) those categories of non-consensual right or interest (other than a right or interest to which Article 40 applies) which under that State’s law have priority over an interest in an object equivalent to that of the holder of a registered international interest and which shall have priority over a registered international interest, whether in or outside insolvency proceedings; and

   (b) that nothing in this Convention shall affect the right of a State or State entity, intergovernmental organisation or other private provider of public services to arrest or detain an object under the laws of that State for payment of amounts owed to such entity, organisation or provider directly relating to those services in respect of that object or another object.

2. A declaration made under the preceding paragraph may be expressed to cover categories that are created after the deposit of that declaration.

3. A non-consensual right or interest has priority over an international interest if and only if the former is of a category covered by a declaration deposited prior to the registration of the international interest.

4. Notwithstanding the preceding paragraph, a Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that a right or interest of a category covered by a declaration made under sub-paragraph (a) of paragraph 1 shall have priority over an international interest registered prior to the date of such ratification, acceptance, approval or accession.

Article 40 — Registrable non-consensual rights or interests

A Contracting State may at any time in a declaration deposited with the Depositary of the Protocol list the categories of non-consensual right or interest which shall be registrable under this Convention as regards any category of object as if the right or interest were an international interest and shall be regulated accordingly. Such a declaration may be modified from time to time.
CHAPTER XI

APPLICATION OF THE CONVENTION TO SALES

Article 41 — Sale and prospective sale

This Convention shall apply to the sale or prospective sale of an object as provided for in the Protocol with any modifications therein.

CHAPTER XII

JURISDICTION

Article 42 — Choice of forum

1. Subject to Articles 43 and 44, the courts of a Contracting State chosen by the parties to a transaction have jurisdiction in respect of any claim brought under this Convention, whether or not the chosen forum has a connection with the parties or the transaction. Such jurisdiction shall be exclusive unless otherwise agreed between the parties.

2. Any such agreement shall be in writing or otherwise concluded in accordance with the formal requirements of the law of the chosen forum.

Article 43 — Jurisdiction under Article 13

1. The courts of a Contracting State chosen by the parties and the courts of the Contracting State on the territory of which the object is situated have jurisdiction to grant relief under Article 13(1)(a), (b), (c) and Article 13(4) in respect of that object.

2. Jurisdiction to grant relief under Article 13(1)(d) or other interim relief by virtue of Article 13(4) may be exercised either:
   
   (a) by the courts chosen by the parties; or

   (b) by the courts of a Contracting State on the territory of which the debtor is situated, being relief which, by the terms of the order granting it, is enforceable only in the territory of that Contracting State.
3. A court has jurisdiction under the preceding paragraphs even if the final determination of the claim referred to in Article 13(1) will or may take place in a court of another Contracting State or by arbitration.

**Article 44 — Jurisdiction to make orders against the Registrar**

1. The courts of the place in which the Registrar has its centre of administration shall have exclusive jurisdiction to award damages or make orders against the Registrar.

2. Where a person fails to respond to a demand made under Article 25 and that person has ceased to exist or cannot be found for the purpose of enabling an order to be made against it requiring it to procure discharge of the registration, the courts referred to in the preceding paragraph shall have exclusive jurisdiction, on the application of the debtor or intending debtor, to make an order directed to the Registrar requiring the Registrar to discharge the registration.

3. Where a person fails to comply with an order of a court having jurisdiction under this Convention or, in the case of a national interest, an order of a court of competent jurisdiction requiring that person to procure the amendment or discharge of a registration, the courts referred to in paragraph 1 may direct the Registrar to take such steps as will give effect to that order.

4. Except as otherwise provided by the preceding paragraphs, no court may make orders or give judgments or rulings against or purporting to bind the Registrar.

**Article 45 — Jurisdiction in respect of insolvency proceedings**

The provisions of this Chapter are not applicable to insolvency proceedings.

**Chapter XIII**

**Relationship with other Conventions**

**Article 45 bis — Relationship with the United Nations Convention on the Assignment of Receivables in International Trade**

This Convention shall prevail over the *United Nations Convention on the Assignment of Receivables in International Trade*, opened for signature in New York on 12 December
CAPE TOWN CONVENTION

2001, as it relates to the assignment of receivables which are associated rights related to international interests in aircraft objects, railway rolling stock and space assets.

**Article 46 — Relationship with the UNIDROIT Convention on International Financial Leasing**


**CHAPTER XIV**

**FINAL PROVISIONS**

**Article 47 — Signature, ratification, acceptance, approval or accession**

1. This Convention shall be open for signature in Cape Town on 16 November 2001 by States participating in the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol held at Cape Town from 29 October to 16 November 2001. After 16 November 2001, the Convention shall be open to all States for signature at the Headquarters of the International Institute for the Unification of Private Law (UNIDROIT) in Rome until it enters into force in accordance with Article 49.

2. This Convention shall be subject to ratification, acceptance or approval by States which have signed it.

3. Any State which does not sign this Convention may accede to it at any time.

4. Ratification, acceptance, approval or accession is effected by the deposit of a formal instrument to that effect with the Depositary.

**Article 48 — Regional Economic Integration Organisations**

1. A Regional Economic Integration Organisation which is constituted by sovereign States and has competence over certain matters governed by this Convention may similarly sign, accept, approve or accede to this Convention. The Regional Economic Integration Organisation shall in that case have the rights and obligations of a Contracting State, to the extent that that Organisation has competence over matters governed by this Convention. Where the number of Contracting States is relevant in this
Convention, the Regional Economic Integration Organisation shall not count as a Contracting State in addition to its Member States which are Contracting States.

2. The Regional Economic Integration Organisation shall, at the time of signature, acceptance, approval or accession, make a declaration to the Depositary specifying the matters governed by this Convention in respect of which competence has been transferred to that Organisation by its Member States. The Regional Economic Integration Organisation shall promptly notify the Depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.

3. Any reference to a “Contracting State” or “Contracting States” or “State Party” or “States Parties” in this Convention applies equally to a Regional Economic Integration Organisation where the context so requires.

**Article 49 — Entry into force**

1. This Convention enters into force on the first day of the month following the expiration of three months after the date of the deposit of the third instrument of ratification, acceptance, approval or accession but only as regards a category of objects to which a Protocol applies:

   (a) as from the time of entry into force of that Protocol;
   (b) subject to the terms of that Protocol; and
   (c) as between States Parties to this Convention and that Protocol.

2. For other States this Convention enters into force on the first day of the month following the expiration of three months after the date of the deposit of their instrument of ratification, acceptance, approval or accession but only as regards a category of objects to which a Protocol applies and subject, in relation to such Protocol, to the requirements of sub-paragraphs (a), (b) and (c) of the preceding paragraph.

**Article 50 — Internal transactions**

1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that this Convention shall not apply to a transaction which is an internal transaction in relation to that State with regard to all types of objects or some of them.
2. Notwithstanding the preceding paragraph, the provisions of Articles 8(4), 9(1), 16, Chapter V, Article 29, and any provisions of this Convention relating to registered interests shall apply to an internal transaction.

3. Where notice of a national interest has been registered in the International Registry, the priority of the holder of that interest under Article 29 shall not be affected by the fact that such interest has become vested in another person by assignment or subrogation under the applicable law.

**Article 51 — Future Protocols**

1. The Depositary may create working groups, in co-operation with such relevant non-governmental organisations as the Depositary considers appropriate, to assess the feasibility of extending the application of this Convention, through one or more Protocols, to objects of any category of high-value mobile equipment, other than a category referred to in Article 2(3), each member of which is uniquely identifiable, and associated rights relating to such objects.

2. The Depositary shall communicate the text of any preliminary draft Protocol relating to a category of objects prepared by such a working group to all States Parties to this Convention, all member States of the Depositary, member States of the United Nations which are not members of the Depositary and the relevant intergovernmental organisations, and shall invite such States and organisations to participate in intergovernmental negotiations for the completion of a draft Protocol on the basis of such a preliminary draft Protocol.

3. The Depositary shall also communicate the text of any preliminary draft Protocol prepared by such a working group to such relevant non-governmental organisations as the Depositary considers appropriate. Such non-governmental organisations shall be invited promptly to submit comments on the text of the preliminary draft Protocol to the Depositary and to participate as observers in the preparation of a draft Protocol.

4. When the competent bodies of the Depositary adjudge such a draft Protocol ripe for adoption, the Depositary shall convene a diplomatic conference for its adoption.

5. Once such a Protocol has been adopted, subject to paragraph 6, this Convention shall apply to the category of objects covered thereby.
APPENDIX I

6. Article 45 bis of this Convention applies to such a Protocol only if specifically provided for in that Protocol.

**Article 52 — Territorial units**

1. If a Contracting State has territorial units in which different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them and may modify its declaration by submitting another declaration at any time.

2. Any such declaration shall state expressly the territorial units to which this Convention applies.

3. If a Contracting State has not made any declaration under paragraph 1, this Convention shall apply to all territorial units of that State.

4. Where a Contracting State extends this Convention to one or more of its territorial units, declarations permitted under this Convention may be made in respect of each such territorial unit, and the declarations made in respect of one territorial unit may be different from those made in respect of another territorial unit.

5. If by virtue of a declaration under paragraph 1, this Convention extends to one or more territorial units of a Contracting State:

   (a) the debtor is considered to be situated in a Contracting State only if it is incorporated or formed under a law in force in a territorial unit to which this Convention applies or if it has its registered office or statutory seat, centre of administration, place of business or habitual residence in a territorial unit to which this Convention applies;

   (b) any reference to the location of the object in a Contracting State refers to the location of the object in a territorial unit to which this Convention applies; and

   (c) any reference to the administrative authorities in that Contracting State shall be construed as referring to the administrative authorities having jurisdiction in a territorial unit to which this Convention applies.
Article 53 — Determination of courts

A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare the relevant “court” or “courts” for the purposes of Article 1 and Chapter XII of this Convention.

Article 54 — Declarations regarding remedies

1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that while the charged object is situated within, or controlled from its territory the chargee shall not grant a lease of the object in that territory.

2. A Contracting State shall, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare whether or not any remedy available to the creditor under any provision of this Convention which is not there expressed to require application to the court may be exercised only with leave of the court.

Article 55 — Declarations regarding relief pending final determination

A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that it will not apply the provisions of Article 13 or Article 43, or both, wholly or in part. The declaration shall specify under which conditions the relevant Article will be applied, in case it will be applied partly, or otherwise which other forms of interim relief will be applied.

Article 56 — Reservations and declarations

1. No reservations may be made to this Convention but declarations authorised by Articles 39, 40, 50, 52, 53, 54, 55, 57, 58 and 60 may be made in accordance with these provisions.

2. Any declaration or subsequent declaration or any withdrawal of a declaration made under this Convention shall be notified in writing to the Depositary.
Article 57 — Subsequent declarations

1. A State Party may make a subsequent declaration, other than a declaration authorised under Article 60, at any time after the date on which this Convention has entered into force for it, by notifying the Depositary to that effect.

2. Any such subsequent declaration shall take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary. Where a longer period for that declaration to take effect is specified in the notification, it shall take effect upon the expiration of such longer period after receipt of the notification by the Depositary.

3. Notwithstanding the previous paragraphs, this Convention shall continue to apply, as if no such subsequent declarations had been made, in respect of all rights and interests arising prior to the effective date of any such subsequent declaration.

Article 58 — Withdrawal of declarations

1. Any State Party having made a declaration under this Convention, other than a declaration authorised under Article 60, may withdraw it at any time by notifying the Depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary.

2. Notwithstanding the previous paragraph, this Convention shall continue to apply, as if no such withdrawal of declaration had been made, in respect of all rights and interests arising prior to the effective date of any such withdrawal.

Article 59 — Denunciations

1. Any State Party may denounce this Convention by notification in writing to the Depositary.

2. Any such denunciation shall take effect on the first day of the month following the expiration of twelve months after the date on which notification is received by the Depositary.

3. Notwithstanding the previous paragraphs, this Convention shall continue to apply, as if no such denunciation had been made, in respect of all rights and interests arising prior to the effective date of any such denunciation.
Article 60 — Transitional provisions

1. Unless otherwise declared by a Contracting State at any time, the Convention does not apply to a pre-existing right or interest, which retains the priority it enjoyed under the applicable law before the effective date of this Convention.

2. For the purposes of Article 1(v) and of determining priority under this Convention:

   (a) “effective date of this Convention” means in relation to a debtor the time when this Convention enters into force or the time when the State in which the debtor is situated becomes a Contracting State, whichever is the later; and

   (b) the debtor is situated in a State where it has its centre of administration or, if it has no centre of administration, its place of business or, if it has more than one place of business, its principal place of business or, if it has no place of business, its habitual residence.

3. A Contracting State may in its declaration under paragraph 1 specify a date, not earlier than three years after the date on which the declaration becomes effective, when this Convention and the Protocol will become applicable, for the purpose of determining priority, including the protection of any existing priority, to pre-existing rights or interests arising under an agreement made at a time when the debtor was situated in a State referred to in sub-paragraph (b) of the preceding paragraph but only to the extent and in the manner specified in its declaration.

Article 61 — Review Conferences, amendments and related matters

1. The Depositary shall prepare reports yearly or at such other time as the circumstances may require for the States Parties as to the manner in which the international regimen established in this Convention has operated in practice. In preparing such reports, the Depositary shall take into account the reports of the Supervisory Authority concerning the functioning of the international registration system.

2. At the request of not less than twenty-five per cent of the States Parties, Review Conferences of States Parties shall be convened from time to time by the Depositary, in consultation with the Supervisory Authority, to consider:

   (a) the practical operation of this Convention and its effectiveness in facilitating the asset-based financing and leasing of the objects covered by its terms;
APPENDIX I

(b) the judicial interpretation given to, and the application made of the terms of this Convention and the regulations;

c) the functioning of the international registration system, the performance of the Registrar and its oversight by the Supervisory Authority, taking into account the reports of the Supervisory Authority; and

d) whether any modifications to this Convention or the arrangements relating to the International Registry are desirable.

3. Subject to paragraph 4, any amendment to this Convention shall be approved by at least a two-thirds majority of States Parties participating in the Conference referred to in the preceding paragraph and shall then enter into force in respect of States which have ratified, accepted or approved such amendment when ratified, accepted, or approved by three States in accordance with the provisions of Article 49 relating to its entry into force.

4. Where the proposed amendment to this Convention is intended to apply to more than one category of equipment, such amendment shall also be approved by at least a two-thirds majority of States Parties to each Protocol that are participating in the Conference referred to in paragraph 2.

Article 62 — Depositary and its functions

1. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Institute for the Unification of Private Law (UNIDROIT), which is hereby designated the Depositary.

2. The Depositary shall:

(a) inform all Contracting States of:

(i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;

(ii) the date of entry into force of this Convention;

(iii) each declaration made in accordance with this Convention, together with the date thereof;

(iv) the withdrawal or amendment of any declaration, together with the date thereof; and
(v) the notification of any denunciation of this Convention together with the date thereof and the date on which it takes effect;

(b) transmit certified true copies of this Convention to all Contracting States;

(c) provide the Supervisory Authority and the Registrar with a copy of each instrument of ratification, acceptance, approval or accession, together with the date of deposit thereof, of each declaration or withdrawal or amendment of a declaration and of each notification of denunciation, together with the date of notification thereof, so that the information contained therein is easily and fully available; and

(d) perform such other functions customary for depositaries.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorised, have signed this Convention.

DONE at Cape Town, this sixteenth day of November, two thousand and one, in a single original in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic, such authenticity to take effect upon verification by the Joint Secretariat of the Conference under the authority of the President of the Conference within ninety days hereof as to the conformity of the texts with one another.
APPENDIX II

PROTOCOL

TO THE CONVENTION
ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT
ON MATTERS SPECIFIC TO AIRCRAFT EQUIPMENT

Signed at Cape Town on 16 November 2001

CAPE TOWN
16 NOVEMBER 2001
PROTOCOL

TO THE CONVENTION ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT ON MATTERS SPECIFIC TO AIRCRAFT EQUIPMENT

THE STATES PARTIES TO THIS PROTOCOL,

CONSIDERING it necessary to implement the Convention on International Interests in Mobile Equipment (hereinafter referred to as “the Convention”) as it relates to aircraft equipment, in the light of the purposes set out in the preamble to the Convention,

MINDFUL of the need to adapt the Convention to meet the particular requirements of aircraft finance and to extend the sphere of application of the Convention to include contracts of sale of aircraft equipment,

MINDFUL of the principles and objectives of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,

HAVE AGREED upon the following provisions relating to aircraft equipment:

CHAPTER I

SPHERE OF APPLICATION AND GENERAL PROVISIONS

Article I — Defined terms

1. In this Protocol, except where the context otherwise requires, terms used in it have the meanings set out in the Convention.

2. In this Protocol the following terms are employed with the meanings set out below:

   (a) “aircraft” means aircraft as defined for the purposes of the Chicago Convention which are either airframes with aircraft engines installed thereon or helicopters;
(b)  “aircraft engines” means aircraft engines (other than those used in military, customs or police services) powered by jet propulsion or turbine or piston technology and:

(i)  in the case of jet propulsion aircraft engines, have at least 1750 lb of thrust or its equivalent; and

(ii) in the case of turbine-powered or piston-powered aircraft engines, have at least 550 rated take-off shaft horsepower or its equivalent,

(together with all modules and other installed, incorporated or attached accessories, parts and equipment and all data, manuals and records relating thereto;

(c)  “aircraft objects” means airframes, aircraft engines and helicopters;

(d)  “aircraft register” means a register maintained by a State or a common mark registering authority for the purposes of the Chicago Convention;

(e)  “airframes” means airframes (other than those used in military, customs or police services) that, when appropriate aircraft engines are installed thereon, are type certified by the competent aviation authority to transport:

(i)  at least eight (8) persons including crew; or

(ii) goods in excess of 2750 kilograms,

(together with all installed, incorporated or attached accessories, parts and equipment (other than aircraft engines), and all data, manuals and records relating thereto;

(f)  “authorised party” means the party referred to in Article XIII(3);

(g)  “Chicago Convention” means the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, as amended, and its Annexes;

(h)  “common mark registering authority” means the authority maintaining a register in accordance with Article 77 of the Chicago Convention as implemented by the Resolution adopted on 14 December 1967 by the Council of the International Civil Aviation Organization on nationality and registration of aircraft operated by international operating agencies;

(i)  “de-registration of the aircraft” means deletion or removal of the registration of the aircraft from its aircraft register in accordance with the Chicago Convention;
(j) “guarantee contract” means a contract entered into by a person as guarantor;

(k) “guarantor” means a person who, for the purpose of assuring performance of any obligations in favour of a creditor secured by a security agreement or under an agreement, gives or issues a suretyship or demand guarantee or a standby letter of credit or any other form of credit insurance;

(l) “helicopters” means heavier-than-air machines (other than those used in military, customs or police services) supported in flight chiefly by the reactions of the air on one or more power-driven rotors on substantially vertical axes and which are type certified by the competent aviation authority to transport:

(i) at least five (5) persons including crew; or

(ii) goods in excess of 450 kilograms,

(m) “insolvency-related event” means:

(i) the commencement of the insolvency proceedings; or

(ii) the declared intention to suspend or actual suspension of payments by the debtor where the creditor’s right to institute insolvency proceedings against the debtor or to exercise remedies under the Convention is prevented or suspended by law or State action;

(n) “primary insolvency jurisdiction” means the Contracting State in which the centre of the debtor’s main interests is situated, which for this purpose shall be deemed to be the place of the debtor’s statutory seat or, if there is none, the place where the debtor is incorporated or formed, unless proved otherwise;

(o) “registry authority” means the national authority or the common mark registering authority, maintaining an aircraft register in a Contracting State and responsible for the registration and de-registration of an aircraft in accordance with the Chicago Convention; and

(p) “State of registry” means, in respect of an aircraft, the State on the national register of which an aircraft is entered or the State of location of the common mark registering authority maintaining the aircraft register.
Article II — Application of Convention as regards aircraft objects

1. The Convention shall apply in relation to aircraft objects as provided by the terms of this Protocol.

2. The Convention and this Protocol shall be known as the Convention on International Interests in Mobile Equipment as applied to aircraft objects.

Article III — Application of Convention to sales

The following provisions of the Convention apply as if references to an agreement creating or providing for an international interest were references to a contract of sale and as if references to an international interest, a prospective international interest, the debtor and the creditor were references to a sale, a prospective sale, the seller and the buyer respectively:

- Articles 3 and 4;
- Article 16(1)(a);
- Article 19(4);
- Article 20(1) (as regards registration of a contract of sale or a prospective sale);
- Article 25(2) (as regards a prospective sale); and
- Article 30.

In addition, the general provisions of Article 1, Article 5, Chapters IV to VII, Article 29 (other than Article 29(3) which is replaced by Article XIV(1) and (2)), Chapter X, Chapter XII (other than Article 43), Chapter XIII and Chapter XIV (other than Article 60) shall apply to contracts of sale and prospective sales.

Article IV — Sphere of application

1. Without prejudice to Article 3(1) of the Convention, the Convention shall also apply in relation to a helicopter, or to an airframe pertaining to an aircraft, registered in an aircraft register of a Contracting State which is the State of registry, and where such registration is made pursuant to an agreement for registration of the aircraft it is deemed to have been effected at the time of the agreement.

2. For the purposes of the definition of “internal transaction” in Article 1 of the Convention:
AIRCRAFT PROTOCOL

(a) an airframe is located in the State of registry of the aircraft of which it is a part;

(b) an aircraft engine is located in the State of registry of the aircraft on which it is installed or, if it is not installed on an aircraft, where it is physically located; and

(c) a helicopter is located in its State of registry, at the time of the conclusion of the agreement creating or providing for the interest.

3. The parties may, by agreement in writing, exclude the application of Article XI and, in their relations with each other, derogate from or vary the effect of any of the provisions of this Protocol except Article IX (2)-(4).

Article V — Formalities, effects and registration of contracts of sale

1. For the purposes of this Protocol, a contract of sale is one which:

(a) is in writing;

(b) relates to an aircraft object of which the seller has power to dispose; and

(c) enables the aircraft object to be identified in conformity with this Protocol.

2. A contract of sale transfers the interest of the seller in the aircraft object to the buyer according to its terms.

3. Registration of a contract of sale remains effective indefinitely. Registration of a prospective sale remains effective unless discharged or until expiry of the period, if any, specified in the registration.

Article VI — Representative capacities

A person may enter into an agreement or a sale, and register an international interest in, or a sale of, an aircraft object, in an agency, trust or other representative capacity. In such case, that person is entitled to assert rights and interests under the Convention.

Article VII — Description of aircraft objects

A description of an aircraft object that contains its manufacturer’s serial number, the name of the manufacturer and its model designation is necessary and sufficient to
identify the object for the purposes of Article 7(c) of the Convention and Article V(1)(c) of this Protocol.

**Article VIII — Choice of law**

1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXX(1).
2. The parties to an agreement, or a contract of sale, or a related guarantee contract or subordination agreement may agree on the law which is to govern their contractual rights and obligations, wholly or in part.
3. Unless otherwise agreed, the reference in the preceding paragraph to the law chosen by the parties is to the domestic rules of law of the designated State or, where that State comprises several territorial units, to the domestic law of the designated territorial unit.

**CHAPTER II**

**DEFAULT REMEDIES, PRIORITIES AND ASSIGNMENTS**

**Article IX — Modification of default remedies provisions**

1. In addition to the remedies specified in Chapter III of the Convention, the creditor may, to the extent that the debtor has at any time so agreed and in the circumstances specified in that Chapter:
   
   (a) procure the de-registration of the aircraft; and
   
   (b) procure the export and physical transfer of the aircraft object from the territory in which it is situated.

2. The creditor shall not exercise the remedies specified in the preceding paragraph without the prior consent in writing of the holder of any registered interest ranking in priority to that of the creditor.

3. Article 8(3) of the Convention shall not apply to aircraft objects. Any remedy given by the Convention in relation to an aircraft object shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the agreement except where such a provision is manifestly unreasonable.
4. A chargee giving ten or more working days’ prior written notice of a proposed sale or lease to interested persons shall be deemed to satisfy the requirement of providing “reasonable prior notice” specified in Article 8(4) of the Convention. The foregoing shall not prevent a chargee and a chargor or a guarantor from agreeing to a longer period of prior notice.

5. The registry authority in a Contracting State shall, subject to any applicable safety laws and regulations, honour a request for de-registration and export if:

(a) the request is properly submitted by the authorised party under a recorded irrevocable deregistration and export request authorisation; and

(b) the authorised party certifies to the registry authority, if required by that authority, that all registered interests ranking in priority to that of the creditor in whose favour the authorisation has been issued have been discharged or that the holders of such interests have consented to the de-registration and export.

6. A chargee proposing to procure the de-registration and export of an aircraft under paragraph 1 otherwise than pursuant to a court order shall give reasonable prior notice in writing of the proposed deregistration and export to:

(a) interested persons specified in Article 1(m)(i) and (ii) of the Convention; and

(b) interested persons specified in Article 1(m)(iii) of the Convention who have given notice of their rights to the chargee within a reasonable time prior to the de-registration and export.

Article X — Modification of provisions regarding relief pending final determination

1. This Article applies only where a Contracting State has made a declaration under Article XXX(2) and to the extent stated in such declaration.

2. For the purposes of Article 13(1) of the Convention, “speedy” in the context of obtaining relief means within such number of working days from the date of filing of the application for relief as is specified in a declaration made by the Contracting State in which the application is made.

3. Article 13(1) of the Convention applies with the following being added immediately after sub-paragraph (d):
“(e) if at any time the debtor and the creditor specifically agree, sale and application of proceeds therefrom”,

and Article 43(2) applies with the insertion after the words “Article 13(1)(d)” of the words “and (e)”.

4. Ownership or any other interest of the debtor passing on a sale under the preceding paragraph is free from any other interest over which the creditor’s international interest has priority under the provisions of Article 29 of the Convention.

5. The creditor and the debtor or any other interested person may agree in writing to exclude the application of Article 13(2) of the Convention.

6. With regard to the remedies in Article IX(1):

   (a) they shall be made available by the registry authority and other administrative authorities, as applicable, in a Contracting State no later than five working days after the creditor notifies such authorities that the relief specified in Article IX(1) is granted or, in the case of relief granted by a foreign court, recognised by a court of that Contracting State, and that the creditor is entitled to procure those remedies in accordance with the Convention; and

   (b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.

7. Paragraphs 2 and 6 shall not affect any applicable aviation safety laws and regulations.

**Article XI — Remedies on insolvency**

1. This Article applies only where a Contracting State that is the primary insolvency jurisdiction has made a declaration pursuant to Article XXX(3).

   **Alternative A**

2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, shall, subject to paragraph 7, give possession of the aircraft object to the creditor no later than the earlier of:

   (a) the end of the waiting period; and
(b) the date on which the creditor would be entitled to possession of the aircraft object if this Article did not apply.

3. For the purposes of this Article, the “waiting period” shall be the period specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.

4. References in this Article to the “insolvency administrator” shall be to that person in its official, not in its personal, capacity.

5. Unless and until the creditor is given the opportunity to take possession under paragraph 2:

   (a) the insolvency administrator or the debtor, as applicable, shall preserve the aircraft object and maintain it and its value in accordance with the agreement; and

   (b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.

6. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the aircraft object under arrangements designed to preserve the aircraft object and maintain it and its value.

7. The insolvency administrator or the debtor, as applicable, may retain possession of the aircraft object where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement. A second waiting period shall not apply in respect of a default in the performance of such future obligations.

8. With regard to the remedies in Article IX(1):

   (a) they shall be made available by the registry authority and the administrative authorities in a Contracting State, as applicable, no later than five working days after the date on which the creditor notifies such authorities that it is entitled to procure those remedies in accordance with the Convention; and

   (b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.

9. No exercise of remedies permitted by the Convention or this Protocol may be prevented or delayed after the date specified in paragraph 2.
10. No obligations of the debtor under the agreement may be modified without the consent of the creditor.

11. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.

12. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1), shall have priority in insolvency proceedings over registered interests.

13. The Convention as modified by Article IX of this Protocol shall apply to the exercise of any remedies under this Article.

_Alternative B_

2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, upon the request of the creditor, shall give notice to the creditor within the time specified in a declaration of a Contracting State pursuant to Article XXX(3) whether it will:

   (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or

   (b) give the creditor the opportunity to take possession of the aircraft object, in accordance with the applicable law.

3. The applicable law referred to in sub-paragraph (b) of the preceding paragraph may permit the court to require the taking of any additional step or the provision of any additional guarantee.

4. The creditor shall provide evidence of its claims and proof that its international interest has been registered.

5. If the insolvency administrator or the debtor, as applicable, does not give notice in conformity with paragraph 2, or when the insolvency administrator or the debtor has declared that it will give the creditor the opportunity to take possession of the aircraft object but fails to do so, the court may permit the creditor to take possession of the aircraft object upon such terms as the court may order and may require the taking of any additional step or the provision of any additional guarantee.
6. The aircraft object shall not be sold pending a decision by a court regarding the claim and the international interest.

Article XII — Insolvency assistance

1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXX(1).

2. The courts of a Contracting State in which an aircraft object is situated shall, in accordance with the law of the Contracting State, co-operate to the maximum extent possible with foreign courts and foreign insolvency administrators in carrying out the provisions of Article XI.

Article XIII — De-registration and export request authorisation

1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXX(1).

2. Where the debtor has issued an irrevocable de-registration and export request authorisation substantially in the form annexed to this Protocol and has submitted such authorisation for recordation to the registry authority, that authorisation shall be so recorded.

3. The person in whose favour the authorisation has been issued (the “authorised party”) or its certified designee shall be the sole person entitled to exercise the remedies specified in Article IX(1) and may do so only in accordance with the authorisation and applicable aviation safety laws and regulations. Such authorisation may not be revoked by the debtor without the consent in writing of the authorised party. The registry authority shall remove an authorisation from the registry at the request of the authorised party.

4. The registry authority and other administrative authorities in Contracting States shall expeditiously co-operate with and assist the authorised party in the exercise of the remedies specified in Article IX.

Article XIV — Modification of priority provisions

1. A buyer of an aircraft object under a registered sale acquires its interest in that object free from an interest subsequently registered and from an unregistered interest, even if the buyer has actual knowledge of the unregistered interest.
2. A buyer of an aircraft object acquires its interest in that object subject to an interest registered at the time of its acquisition.

3. Ownership of or another right or interest in an aircraft engine shall not be affected by its installation on or removal from an aircraft.

4. Article 29(7) of the Convention applies to an item, other than an object, installed on an airframe, aircraft engine or helicopter.

**Article XV — Modification of assignment provisions**

Article 33(1) of the Convention applies as if the following were added immediately after sub-paragraph (b):

“and (c) the debtor has consented in writing, whether or not the consent is given in advance of the assignment or identifies the assignee.”

**Article XVI — Debtor provisions**

1. In the absence of a default within the meaning of Article 11 of the Convention, the debtor shall be entitled to the quiet possession and use of the object in accordance with the agreement as against:

   (a) its creditor and the holder of any interest from which the debtor takes free pursuant to Article 29(4) of the Convention or, in the capacity of buyer, Article XIV(1) of this Protocol, unless and to the extent that the debtor has otherwise agreed; and

   (b) the holder of any interest to which the debtor’s right or interest is subject pursuant to Article 29(4) of the Convention or, in the capacity of buyer, Article XIV(2) of this Protocol, but only to the extent, if any, that such holder has agreed.

2. Nothing in the Convention or this Protocol affects the liability of a creditor for any breach of the agreement under the applicable law in so far as that agreement relates to an aircraft object.
CHAPTER III

REGISTRY PROVISIONS RELATING TO INTERNATIONAL INTERESTS IN AIRCRAFT OBJECTS

Article XVII — The Supervisory Authority and the Registrar

1. The Supervisory Authority shall be the international entity designated by a Resolution adopted by the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol.

2. Where the international entity referred to in the preceding paragraph is not able and willing to act as Supervisory Authority, a Conference of Signatory and Contracting States shall be convened to designate another Supervisory Authority.

3. The Supervisory Authority and its officers and employees shall enjoy such immunity from legal and administrative process as is provided under the rules applicable to them as an international entity or otherwise.

4. The Supervisory Authority may establish a commission of experts, from among persons nominated by Signatory and Contracting States and having the necessary qualifications and experience, and entrust it with the task of assisting the Supervisory Authority in the discharge of its functions.

5. The first Registrar shall operate the International Registry for a period of five years from the date of entry into force of this Protocol. Thereafter, the Registrar shall be appointed or reappointed at regular five-yearly intervals by the Supervisory Authority.

Article XVIII — First regulations

The first regulations shall be made by the Supervisory Authority so as to take effect upon the entry into force of this Protocol.

Article XIX — Designated entry points

1. Subject to paragraph 2, a Contracting State may at any time designate an entity or entities in its territory as the entry point or entry points through which there shall or may be transmitted to the International Registry information required for registration other than registration of a notice of a national interest or a right or interest under Article 40 in either case arising under the laws of another State.
2. A designation made under the preceding paragraph may permit, but not compel, use of a designated entry point or entry points for information required for registrations in respect of aircraft engines.

**Article XX — Additional modifications to Registry provisions**

1. For the purposes of Article 19(6) of the Convention, the search criteria for an aircraft object shall be the name of its manufacturer, its manufacturer’s serial number and its model designation, supplemented as necessary to ensure uniqueness. Such supplementary information shall be specified in the regulations.

2. For the purposes of Article 25(2) of the Convention and in the circumstances there described, the holder of a registered prospective international interest or a registered prospective assignment of an international interest or the person in whose favour a prospective sale has been registered shall take such steps as are within its power to procure the discharge of the registration no later than five working days after the receipt of the demand described in such paragraph.

3. The fees referred to in Article 17(2)(h) of the Convention shall be determined so as to recover the reasonable costs of establishing, operating and regulating the International Registry and the reasonable costs of the Supervisory Authority associated with the performance of the functions, exercise of the powers, and discharge of the duties contemplated by Article 17(2) of the Convention.

4. The centralised functions of the International Registry shall be operated and administered by the Registrar on a twenty-four hour basis. The various entry points shall be operated at least during working hours in their respective territories.

5. The amount of the insurance or financial guarantee referred to in Article 28(4) of the Convention shall, in respect of each event, not be less than the maximum value of an aircraft object as determined by the Supervisory Authority.

6. Nothing in the Convention shall preclude the Registrar from procuring insurance or a financial guarantee covering events for which the Registrar is not liable under Article 28 of the Convention.
CHAPTER IV

JURISDICTION

Article XXI — Modification of jurisdiction provisions

For the purposes of Article 43 of the Convention and subject to Article 42 of the Convention, a court of a Contracting State also has jurisdiction where the object is a helicopter, or an airframe pertaining to an aircraft, for which that State is the State of registry.

Article XXII — Waivers of sovereign immunity

1. Subject to paragraph 2, a waiver of sovereign immunity from jurisdiction of the courts specified in Article 42 or Article 43 of the Convention or relating to enforcement of rights and interests relating to an aircraft object under the Convention shall be binding and, if the other conditions to such jurisdiction or enforcement have been satisfied, shall be effective to confer jurisdiction and permit enforcement, as the case may be.

2. A waiver under the preceding paragraph must be in writing and contain a description of the aircraft object.

CHAPTER V

RELATIONSHIP WITH OTHER CONVENTIONS

Article XXIII — Relationship with the Convention on the International Recognition of Rights in Aircraft

The Convention shall, for a Contracting State that is a party to the Convention on the International Recognition of Rights in Aircraft, signed at Geneva on 19 June 1948, supersede that Convention as it relates to aircraft, as defined in this Protocol, and to aircraft objects. However, with respect to rights or interests not covered or affected by the present Convention, the Geneva Convention shall not be superseded.
Article XXIV — Relationship with the Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft

1. The Convention shall, for a Contracting State that is a Party to the Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft, signed at Rome on 29 May 1933, supersede that Convention as it relates to aircraft, as defined in this Protocol.

2. A Contracting State Party to the above Convention may declare, at the time of ratification, acceptance, approval of, or accession to this Protocol, that it will not apply this Article.

Article XXV — Relationship with the UNIDROIT Convention on International Financial Leasing

The Convention shall supersede the UNIDROIT Convention on International Financial Leasing, signed at Ottawa on 28 May 1988, as it relates to aircraft objects.

Chapter VI

Final Provisions

Article XXVI — Signature, ratification, acceptance, approval or accession

1. This Protocol shall be open for signature in Cape Town on 16 November 2001 by States participating in the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol held at Cape Town from 29 October to 16 November 2001. After 16 November 2001, this Protocol shall be open to all States for signature at the Headquarters of the International Institute for the Unification of Private Law (UNIDROIT) in Rome until it enters into force in accordance with Article XXVIII.

2. This Protocol shall be subject to ratification, acceptance or approval by States which have signed it.

3. Any State which does not sign this Protocol may accede to it at any time.

4. Ratification, acceptance, approval or accession is effected by the deposit of a formal instrument to that effect with the Depositary.

5. A State may not become a Party to this Protocol unless it is or becomes also a Party to the Convention.
Article XXVII — Regional Economic Integration Organisations

1. A Regional Economic Integration Organisation which is constituted by sovereign States and has competence over certain matters governed by this Protocol may similarly sign, accept, approve or accede to this Protocol. The Regional Economic Integration Organisation shall in that case have the rights and obligations of a Contracting State, to the extent that that Organisation has competence over matters governed by this Protocol. Where the number of Contracting States is relevant in this Protocol, the Regional Economic Integration Organisation shall not count as a Contracting State in addition to its Member States which are Contracting States.

2. The Regional Economic Integration Organisation shall, at the time of signature, acceptance, approval or accession, make a declaration to the Depositary specifying the matters governed by this Protocol in respect of which competence has been transferred to that Organisation by its Member States. The Regional Economic Integration Organisation shall promptly notify the Depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.

3. Any reference to a “Contracting State” or “Contracting States” or “State Party” or “States Parties” in this Protocol applies equally to a Regional Economic Integration Organisation where the context so requires.

Article XXVIII — Entry into force

1. This Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of the eighth instrument of ratification, acceptance, approval or accession, between the States which have deposited such instruments.

2. For other States this Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.

Article XXIX — Territorial units

1. If a Contracting State has territorial units in which different systems of law are applicable in relation to the matters dealt with in this Protocol, it may, at the time of ratification, acceptance, approval or accession, declare that this Protocol is to extend to
all its territorial units or only to one or more of them and may modify its declaration by submitting another declaration at any time.

2. Any such declaration shall state expressly the territorial units to which this Protocol applies.

3. If a Contracting State has not made any declaration under paragraph 1, this Protocol shall apply to all territorial units of that State.

4. Where a Contracting State extends this Protocol to one or more of its territorial units, declarations permitted under this Protocol may be made in respect of each such territorial unit, and the declarations made in respect of one territorial unit may be different from those made in respect of another territorial unit.

5. If by virtue of a declaration under paragraph 1, this Protocol extends to one or more territorial units of a Contracting State:

   (a) the debtor is considered to be situated in a Contracting State only if it is incorporated or formed under a law in force in a territorial unit to which the Convention and this Protocol apply or if it has its registered office or statutory seat, centre of administration, place of business or habitual residence in a territorial unit to which the Convention and this Protocol apply;

   (b) any reference to the location of the object in a Contracting State refers to the location of the object in a territorial unit to which the Convention and this Protocol apply; and

   (c) any reference to the administrative authorities in that Contracting State shall be construed as referring to the administrative authorities having jurisdiction in a territorial unit to which the Convention and this Protocol apply and any reference to the national register or to the registry authority in that Contracting State shall be construed as referring to the aircraft register in force or to the registry authority having jurisdiction in the territorial unit or units to which the Convention and this Protocol apply.

**Article XXX — Declarations relating to certain provisions**

1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply any one or more of Articles VIII, XII and XIII of this Protocol.
A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply Article X of this Protocol, wholly or in part. If it so declares with respect to Article X(2), it shall specify the time-period required thereby.

A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply the entirety of Alternative A, or the entirety of Alternative B of Article XI and, if so, shall specify the types of insolvency proceeding, if any, to which it will apply Alternative A and the types of insolvency proceeding, if any, to which it will apply Alternative B. A Contracting State making a declaration pursuant to this paragraph shall specify the time-period required by Article XI.

The courts of Contracting States shall apply Article XI in conformity with the declaration made by the Contracting State which is the primary insolvency jurisdiction.

A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will not apply the provisions of Article XXI, wholly or in part. The declaration shall specify under which conditions the relevant Article will be applied, in case it will be applied partly, or otherwise which other forms of interim relief will be applied.

Article XXXI — Declarations under the Convention

Declarations made under the Convention, including those made under Articles 39, 40, 50, 53, 54, 55, 57, 58 and 60 of the Convention, shall be deemed to have also been made under this Protocol unless stated otherwise.

Article XXXII — Reservations and declarations

No reservations may be made to this Protocol but declarations authorised by Articles XXIV, XXIX, XXX, XXXI, XXXIII and XXXIV may be made in accordance with these provisions.

Any declaration or subsequent declaration or any withdrawal of a declaration made under this Protocol shall be notified in writing to the Depositary.
Article XXXIII — Subsequent declarations

1. A State Party may make a subsequent declaration, other than a declaration made in accordance with Article XXXI under Article 60 of the Convention, at any time after the date on which this Protocol has entered into force for it, by notifying the Depositary to that effect.

2. Any such subsequent declaration shall take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary. Where a longer period for that declaration to take effect is specified in the notification, it shall take effect upon the expiration of such longer period after receipt of the notification by the Depositary.

3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such subsequent declarations had been made, in respect of all rights and interests arising prior to the effective date of any such subsequent declaration.

Article XXXIV — Withdrawal of declarations

1. Any State Party having made a declaration under this Protocol, other than a declaration made in accordance with Article XXXI under Article 60 of the Convention, may withdraw it at any time by notifying the Depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary.

2. Notwithstanding the previous paragraph, this Protocol shall continue to apply, as if no such withdrawal of declaration had been made, in respect of all rights and interests arising prior to the effective date of any such withdrawal.

Article XXXV — Denunciations

1. Any State Party may denounce this Protocol by notification in writing to the Depositary.

2. Any such denunciation shall take effect on the first day of the month following the expiration of twelve months after the date of receipt of the notification by the Depositary.
3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such denunciation had been made, in respect of all rights and interests arising prior to the effective date of any such denunciation.

**Article XXXVI — Review Conferences, amendments and related matters**

1. The Depositary, in consultation with the Supervisory Authority, shall prepare reports yearly, or at such other time as the circumstances may require, for the States Parties as to the manner in which the international regime established in the Convention as amended by this Protocol has operated in practice. In preparing such reports, the Depositary shall take into account the reports of the Supervisory Authority concerning the functioning of the international registration system.

2. At the request of not less than twenty-five per cent of the States Parties, Review Conferences of the States Parties shall be convened from time to time by the Depositary, in consultation with the Supervisory Authority, to consider:

   (a) the practical operation of the Convention as amended by this Protocol and its effectiveness in facilitating the asset-based financing and leasing of the objects covered by its terms;

   (b) the judicial interpretation given to, and the application made of the terms of this Protocol and the regulations;

   (c) the functioning of the international registration system, the performance of the Registrar and its oversight by the Supervisory Authority, taking into account the reports of the Supervisory Authority; and

   (d) whether any modifications to this Protocol or the arrangements relating to the International Registry are desirable.

3. Any amendment to this Protocol shall be approved by at least a two-thirds majority of States Parties participating in the Conference referred to in the preceding paragraph and shall then enter into force in respect of States which have ratified, accepted or approved such amendment when it has been ratified, accepted or approved by eight States in accordance with the provisions of Article XXVIII relating to its entry into force.
**APPENDIX II**

**Article XXXVII — Depositary and its functions**

1. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Institute for the Unification of Private Law (UNIDROIT), which is hereby designated the Depositary.

2. The Depositary shall:
   
   (a) inform all Contracting States of:
       
       (i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;
       
       (ii) the date of entry into force of this Protocol;
       
       (iii) each declaration made in accordance with this Protocol, together with the date thereof;
       
       (iv) the withdrawal or amendment of any declaration, together with the date thereof; and
       
       (v) the notification of any denunciation of this Protocol together with the date thereof and the date on which it takes effect;
   
   (b) transmit certified true copies of this Protocol to all Contracting States;
   
   (c) provide the Supervisory Authority and the Registrar with a copy of each instrument of ratification, acceptance, approval or accession, together with the date of deposit thereof, of each declaration or withdrawal or amendment of a declaration and of each notification of denunciation, together with the date of notification thereof, so that the information contained therein is easily and fully available; and
   
   (d) perform such other functions customary for depositaries.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorised, have signed this Protocol.

DONE at Cape Town, this sixteenth day of November, two thousand and one, in a single original in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic, such authenticity to take effect upon verification by the Joint Secretariat of the Conference under the authority of the President of the Conference within ninety days hereof as to the conformity of the texts with one another.
Annex

FORM OF IRREVOCABLE DE-REGISTRATION AND EXPORT REQUEST AUTHORIZATION

Annex referred to in Article XIII

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Irrevocable De-Registration and Export Request Authorisation

The undersigned is the registered [operator] [owner]* of the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer’s serial number [insert manufacturer’s serial number] and registration [number] [mark] [insert registration number/mark] (together with all installed, incorporated or attached accessories, parts and equipment, the “aircraft”).

This instrument is an irrevocable de-registration and export request authorisation issued by the undersigned in favour of [insert name of creditor] (“the authorised party”) under the authority of Article XIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment. In accordance with that Article, the undersigned hereby requests:

(i) recognition that the authorised party or the person it certifies as its designee is the sole person entitled to:

(a) procure the de-registration of the aircraft from the [insert name of aircraft register] maintained by the [insert name of registry authority] for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944, and

(b) procure the export and physical transfer of the aircraft from [insert name of country]; and

* Select the term that reflects the relevant nationality registration criterion.
(ii) confirmation that the authorised party or the person it certifies as its
designee may take the action specified in clause (i) above on written
demand without the consent of the undersigned and that, upon such
demand, the authorities in [insert name of country] shall co-operate with
the authorised party with a view to the speedy completion of such action.

The rights in favour of the authorised party established by this instrument may
not be revoked by the undersigned without the written consent of the authorised party.

Please acknowledge your agreement to this request and its terms by appropriate
notation in the space provided below and lodging this instrument in [insert name of
registry authority].

[insert name of operator/owner]

___________________________

Agreed to and lodged this
[insert date]

By: [insert name of signatory]
Its: [insert title of signatory]

[insert relevant notational details]
Regulations and Procedures
for the International Registry

Eighth Edition(1)

International Civil Aviation Organization

(1) The eighth edition of the Regulations and Procedures constitutes an official ICAO publication. ICAO claims copyright to its official publications. The text in this Appendix was approved by the Council of ICAO on 4 March 2019 subject to minor editorial changes and is expected to come into force by early 2020. It is reproduced by kind permission of ICAO. Reproduction without permission of ICAO is prohibited. The current edition is the 7th edition, which can be accessed on the ICAO website.
**TABLE OF CONTENTS**

**REGULATIONS**

Section 1. Authority  
Section 2. Definitions  
Section 3. General provisions  
Section 4. Access to the International Registry  
Section 5. Information required to effect registration  
Section 6. Confirmation and notice of registration  
Section 7. Searches  
Section 8. Complaints  
Section 9. Confidentiality  
Section 10. Statistics  
Section 11. Annual report to the Supervisory Authority  
Section 12. Relations with the entry points  
Section 13. Fees  
Section 14. Liability and insurance  
Section 15. International Registry procedures  
Section 16. Publication  
Section 17. Amendments  
Section 18. Effective dates  
Appendix. Closing room

**PROCEDURES**

Section 1. Authority  
Section 2. Definitions  
Section 3. Functions of the Registrar  
Section 4. Functions of the registry user entity  
Section 5. Functions of the administrator of a registry user entity  
Section 6. Functions of the registry user  
Section 7. Access to the International Registry  
Section 8. Entry points  
Section 9. Help desk and technical support  
Section 10. Sign-up and approval — registry user entity and administrator  
Section 11. Sign-up and approval — registry user  
Section 12. Effecting, amending and discharging registrations
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Making searches and obtaining search results</td>
</tr>
<tr>
<td>14</td>
<td>Complaints</td>
</tr>
<tr>
<td>15</td>
<td>Claims against the Registrar</td>
</tr>
<tr>
<td>16</td>
<td>Confidentiality</td>
</tr>
<tr>
<td>17</td>
<td>Notifications</td>
</tr>
<tr>
<td>18</td>
<td>Fees</td>
</tr>
<tr>
<td>19</td>
<td>Publication</td>
</tr>
<tr>
<td>20</td>
<td>Amendments</td>
</tr>
<tr>
<td>21</td>
<td>Effective dates</td>
</tr>
<tr>
<td>Appendix</td>
<td>Fee schedule</td>
</tr>
</tbody>
</table>
REGULATIONS

Section 1

AUTHORITY

These “Regulations” are issued by the Supervisory Authority pursuant to Article 17 (2) (d) of the Convention on International Interests in Mobile Equipment, signed at Cape Town on 16 November 2001 (the “Convention”) and Article XVIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment, signed at Cape Town on 16 November 2001 (the “Protocol”).

Section 2

DEFINITIONS

2.1 Terms defined in the Convention and the Protocol shall have the same meanings in these Regulations. In addition, the following terms shall have the meanings set out below:

2.1.1 “Administrator” means the person with authority to act on behalf of a registry user entity on administrative matters in dealings with the Registrar and the International Registry, and includes his/her acting administrator to whom he/she has delegated his/her powers in accordance with Section 4.1.

2.1.2 “Amendment”, unless the context suggests otherwise, means any change in registered information, including any change in the lapse date of a registration, but does not include assignment, subrogation or subordination.

2.1.3 “Authorization” means an electronic authorization given by the administrator of a transacting user entity to one of its transacting users or to a professional user to transmit information to the International Registry to effect or consent to a registration on behalf of that transacting user entity.

2.1.4 “Authorizing entry point” means an entity designated by a Contracting State as contemplated by Section 12.1 (a).

2.1.5 “Consent” means an electronic consent to a registration.
2.1.6 “Contact information” means, with respect to the entity or natural person to whom such information relates, such entity’s or natural person’s name, administrator and that administrator’s telephone number and electronic address.

2.1.7 “Controlled entity” means a business entity, trust or association of any kind, however established, with capacity to be a named party in registrations, where a transacting user entity electronically asserts that it controls, manages or administers that business entity, trust or association.

2.1.8 “Direct entry point” means an entity designated by a Contracting State as contemplated by Section 12.1 (b), and a “direct entry point user” means an official, employee, member or partner of a direct entry point.

2.1.9 “Documentary evidence” means documentation that fully substantiates that an interest being registered has been conferred under the law of the Contracting State identified in the information to effect a registration, including evidentiary documentation issued by government entities.

2.1.10 “Entry point” means an entity designated by a Contracting State as contemplated by Section 12.1.

2.1.11 “Identity information” means the following in respect of the entity or natural person for whom the identifying information is sought:

(a) the name, principal physical address, and date of birth for a natural person;
(b) the name, state of incorporation or formation, and principal physical business address for an entity; and
(c) any other information reasonably required by the Registrar.

2.1.12 “Named party” means the transacting user entity named in a registration.

2.1.13 “Professional user entity” means a firm or other grouping of persons (such as an internal legal department of a transacting user entity) providing professional services to transacting user entities in connection with the transmission, to the International Registry, of information relating to registrations, and a “professional user” means an individual employee, member or partner of a professional user entity.
2.1.14 “Provided object identification information” means, for the purposes of Sections 5.1 and 5.3 (c), information provided by the International Registry for selection by a registry user when effecting a registration, and excludes information submitted in a different format by the registering person.

2.1.15 “Registered information” means the category of registration, together with the information entered in the International Registry to effect such registration pursuant to Sections 5.3 (b), (c), (d) and (g), 5.4 (a), (b) and (c), 5.5 (a) and (c), 5.6 (a), (c) and (d), 5.8 (a) and (d), 5.9 (a), (c), (d), (e) and (f), 5.10 (a) and (b), 5.11 (a), (c) and (d), 5.14, 5.16 (a) (ii), 5.18, 5.19 (a), (c) and (d), and 5.20 (a) and (b), in each case as applicable to such category of registration, and shall include any correction or discharge of a registration pursuant to Section 5.17. The name and the electronic signature of the registering person, and the contact information of the persons to which the International Registry is required to send notices pursuant to Section 6, shall not be regarded as registered information. For purposes of a registration under Sections 5.4, 5.10 and 5.20, the name of the registry user entity that effects the registration shall be regarded as registered information.

2.1.16 “Registration” means an interest electronically registered with the International Registry. For the purposes of Sections 4.4, 5.20, 6 and 12.4, the term has the extended meaning set out in Section 6.1. A “registering person” means the transacting user, professional user or direct entry point user transmitting information to the International Registry to effect a registration.

2.1.17 “Registry user entity” means:

(a) a transacting user entity;

(b) a professional user entity; or

(c) a direct entry point.

A “registry user” means a transacting user, a professional user or a direct entry point user.

A “guest user” means a person having a guest user account who may search the International Registry, but not having the right to consent to a registration.
2.1.18 “R-NCRI” means a registrable non-consensual right or interest in an object conferred under the law of the Contracting State in which the right or interest arose, as provided in Articles 1 (dd) and 40 of the Convention.

2.1.19 “R-NCRI authorization” means a registrable non-consensual right or interest authorization that confers the authority to effect or amend the registration that is contemplated by Section 5.4.

2.1.20 “Searching person” means a person making a search in accordance with Section 7 of these Regulations.

2.1.21 “Supplemental object identification materials” means materials as contemplated by Section 5.2.

2.1.22 “Transacting user entity” means a legal entity, natural person or more than one of the foregoing acting jointly intending to be a named party in one or more registrations, and a “transacting user” means an individual employee, member or partner of a transacting user entity or an affiliate of that entity.

2.1.23 “Unilateral registration” means a registration pursuant to Section 5.4, 5.10 or 5.20.

2.1.24 “Variant information” means manufacturer’s name, model designation or serial number information identified as variant information in the supplemental object identification materials.

2.2 The term or terms:

(a) “Procedures” has the meaning set out in Section 15.1; and

(b) “priority search”, “priority search certificate”, “informational search”, “informational search listing”, “Contracting State search”, “Contracting State search certificate”, “registry user entity search” and “self-search” have the meanings set out in Section 7.
APPENDIX III

Section 3

GENERAL PROVISIONS

3.1 The International Registry is established as the facility for effecting and searching registrations under the Convention and the Protocol.

3.2 Since the International Registry merely provides notice of registrations, the facts underlying any such registration or registered interest shall determine whether it falls within the scope of the Convention or the Protocol. Without limiting the foregoing, while there will be no technical impediment to the registration of pre-existing rights and interests, such registrations shall have no legal effect under the Convention and the Protocol, except where, by virtue of a declaration under Article 60 (3) of the Convention, registration thereof is required. The contents of this Section 3.2 shall be prominently displayed by the International Registry as a general cautionary note. Neither this Section, nor the technical function of the Registry, shall relieve any party making a registration that ought not to have been made or is incorrect, from liability under applicable law.

3.3 The Registrar shall perform the functions specified in the Convention, the Protocol, these Regulations and the Procedures.

3.4 The International Registry shall be accessible 24 hours a day, 7 days a week, except if precluded by maintenance performed outside peak periods, or technical or security problems, as set out in the Procedures.

3.5 Technical support shall be provided to registering persons, searching persons and administrators by a help desk of the International Registry, which shall be available 24 hours a day, 7 days a week, via telephone and/or email, as set out in the Procedures.

3.6 The International Registry may be used for no other purpose than that set forth in Sections 3.1 and 3.2, unless approved in advance by the Supervisory Authority and subject to the terms of that approval.

3.7 Information obtained from or through the International Registry about an entity or natural person shall not be used for marketing or promotional purposes or other commercial purposes unrelated to the use of the International Registry.

3.8 The Registrar may collect and store transaction, technical and payment logs necessary for the efficient and secure operation of the International Registry.
Section 4

ACCESS TO THE INTERNATIONAL REGISTRY

4.1 No registry user entity or administrator of that entity shall have access to the International Registry unless that entity and administrator are first approved as such by the Registrar and are otherwise in compliance with these Regulations and the Procedures. For the purposes of the preceding sentence, such approval shall be given when the Registrar reasonably concludes, without undertaking specific legal analysis:

(a) that such entity and administrator are who they claim to be; and

(b) on the basis of information submitted, that the latter is entitled to act as administrator of the former;

in each case, following the standards and procedures set out in the Procedures. The foregoing approval requirement is not applicable to a searching person.

No administrator of a transacting user entity shall be entitled to register or amend the registration of an R-NCRI or issue an R-NCRI authorization unless that administrator is first approved by the Registrar for that purpose. Such approval shall be given when the Registrar reasonably concludes, without undertaking specific legal analysis, that the administrator has the authority from his/her transacting user entity to make the certification and agreement required by Sections 5.4 (d) and (f), respectively.

In connection with the foregoing and Sections 5, 6 and 7, the Registrar is entitled to collect identity information and contact information from each registry user entity. Each registry user entity may elect to exclude from the information generated by a search under Section 7.6 its physical address and administrator’s telephone number, and in the case of a natural person, his/her date of birth.

An administrator may from time to time, for periods not exceeding three (3) months, electronically delegate his/her powers to an “acting administrator” meeting the requirements of Section 5.2 of the Procedures.

A requested change to contact information or identity information may be made after the Registrar reasonably concludes that such requested change is accurate.

4.2 No registry user shall have access to the International Registry unless that user is first electronically approved as such by the administrator of the subject registry user entity.
and is otherwise in compliance with these Regulations and the Procedures. No approved registry user shall be entitled to transmit information to the International Registry to effect a registration unless that user has first received authorization to do so. For the purposes of the preceding sentences, such electronic approval and authorization may be given at the sole discretion of the relevant administrator, may be revoked by such administrator at any time, and may be renounced by the registry user at any time. The administrator of a professional user entity may renounce the authorizations granted to all the users of that entity on their behalf.

4.2.1 No guest user shall have access to the International Registry unless that user first provides a valid electronic address at which he/she may be contacted and which shall be automatically verified.

4.3 Notwithstanding Sections 4.1 and 4.2:

(a) the administrator of a transacting user entity approved by the Registrar may electronically approve a controlled entity for the purposes of being named in registrations upon the payment of the fee set out in Table 1 of the Appendix to the Procedures and confirmation by that administrator that such transacting user entity controls, manages or administers such controlled entity;

(b) upon such approval, the rights, powers and obligations of the administrator of the approving transacting user entity and its transacting users, respectively, shall apply to the approved controlled entity;

(c) the International Registry may provide a facility whereby a controlled entity approved pursuant to Section 4.3 (a) may be converted into a transacting user entity upon compliance with Section 4.1, including the appointment and approval of an administrator and the payment of applicable fees pursuant to the Procedures. Upon completion of the actions set forth in Section 4.1 with respect to such controlled entity, including approval by the Registrar:

(i) such controlled entity shall cease to be a controlled entity and shall henceforth be a transacting user entity; and

(ii) the administrator of such transacting user entity shall thereupon have all rights, powers and obligations under these Regulations including, but not limited to, the right to revoke all previously approved registry user authorizations; and
(d) the International Registry may provide a facility whereby the control of a controlled entity may be transferred from one transacting user entity to another transacting user entity. Upon acceptance of the transfer of a controlled entity, the controlled entity will cease to be controlled by its initial approving administrator and the rights, powers and obligations of the administrator of the accepting transacting user entity shall apply to the transferred controlled entity. The administrator of the accepting transacting user entity shall thereupon have all the rights, powers and obligations of an administrator under these Regulations, including, but not limited to, the right to revoke all previously approved registry user authorizations.

4.4 Subject to these Regulations and in accordance with the Procedures, a registration may only be effected, with an authorization, by a registering person, on behalf of the transacting user entity, which is a named party required or permitted to effect that registration under Article 20 of the Convention and Article III of the Protocol. A registration or transfer of a right to consent to the discharge of a registration is valid if it is effected by a natural person who has been given the power to do so by a registry user authorized to effect such registration or such transfer of the right to consent to the discharge. The foregoing shall not apply in respect of a registration transmitted by a direct entry point, which shall be made in accordance with Section 12.4.

4.5 A searching person and a guest user shall comply with these Regulations and the Procedures.

Section 5

INFORMATION REQUIRED TO EFFECT REGISTRATION

Use of electronic information

5.1 In order to effect a registration, use of provided object identification information is mandatory and, where so provided, is the sole means of satisfying the requirements of Section 5.3(c). To the extent that provided object identification information is not provided for an aircraft object at the time the registration data are submitted to the International Registry, the information required by Section 5.3(c) shall be electronically entered by a registering person using the format prescribed in Section 12 of the Procedures.
The validity of a registration shall not be adversely affected by the subsequent availability of updated or new provided object identification information.

**Supplemental object identification materials**

5.2 The Registrar may post supplemental object identification materials, the use of which is subject to the notice and disclaimer posted on the International Registry.

The posted supplemental object identification materials establish the variant information which is encompassed by the provided object identification information. The use of provided object identification information (without any of the variant information) is necessary and sufficient to satisfy the requirements of Section 5.3 (c).

**Registration of an international interest or a prospective international interest**

5.3 The information required to effect the registration of an international interest or a prospective international interest is:

(a) the electronic signature of the registering person;
(b) the name of each of the named parties;
(c) the following information identifying the aircraft object:
   (i) manufacturer’s name;
   (ii) manufacturer’s generic model designation; and
   (iii) manufacturer’s serial number assigned to the aircraft object;
(d) the lapse date of the registration, if the registration is to lapse prior to the filing of a discharge;
(e) in the case of an international interest or a prospective international interest, the consent of the named parties, given under an authorization;
(f) the electronic addresses of the persons to which the International Registry shall send information notices pursuant to Section 6; and
(g) if the named parties include more than one creditor, the name of the creditor who is to hold the sole right to consent to the discharge of that registration.


**Unilateral registration of an R-NCRI**

5.4 The information, certification, documents and agreement required to effect the registration of an R-NCRI to which Article 40 of the Convention applies are:

(a) the information referred to in Sections 5.3 (a), (b), (c), (d), (f) and (g), including, in the case of Section 5.3 (f), the electronic address of the primary obligor with respect to the obligation that is secured by the R-NCRI;

(b) the name of the Contracting State under whose laws the R-NCRI has been conferred;

(c) the category of R-NCRI, as listed in the declaration of the Contracting State specified in Section 5.4 (b), within which the relevant R-NCRI being registered falls;

(d) the certification of the party named in the registration as the holder of the R-NCRI to which the registration relates, that (i) the R-NCRI has been validly conferred under the laws of the Contracting State specified in Section 5.4 (b), and (ii) all of the registration information being provided to effect the registration is accurate and complete;

(e) documentary evidence pertaining to the R-NCRI, in electronic format; and

(f) the agreement of the party named in the registration as the holder of that R-NCRI that by effecting such registration it submits itself to the jurisdiction of the courts of the place in which the Registrar has its centre of administration in relation to legal action under Article 44 of the Convention with regard to the registration, and that it shall be liable to the Registrar for all costs incurred by the Registrar arising out of the legal action unless the validity of the registration is upheld.

The registering person of an R-NCRI registration must either hold, or be the administrator that is entitled to issue, an R-NCRI authorization.

5.4.1 The Registrar shall provide a copy of the documentary evidence submitted in connection with the registration of an R-NCRI as regards an object to any of the following upon request:

(a) the primary obligor identified in that registration.
(b) the holder of any other registered right or interest or the buyer in a registered sale relating to that object; or

(c) any other person or entity that substantiates a potential adverse effect as a result of that registration to the reasonable satisfaction of the Registrar.

The foregoing shall not apply to the extent, in the Registrar’s view, such provision of documentary evidence is prevented by applicable law.

Registration of a sale or prospective sale

5.5 The information required to effect the registration of a sale or a prospective sale is:

(a) the information referred to in Sections 5.3 (a), (b), (c) and (f);

(b) the consent of the named parties, given under an authorization; and

(c) in the case of a prospective sale, the lapse date of the registration, if that registration is to lapse prior to the time of a discharge, and the information referred to in Section 5.3 (g).

Registration of an assignment

5.6 The information required to effect the registration of the assignment of an international interest, the prospective assignment of an international interest or the assignment of an R-NCRI is:

(a) the information referred to in Sections 5.3 (a), (b), (c), (f) and (g);

(b) the consent of the named parties, given under an authorization;

(c) if the interest being assigned is a registered interest:

(i) the file number of the registration relating to that interest (in the case of the initial assignment); or

(ii) the file number of the registered assignment by which the assignor acquired its rights in that registered interest (in the case of all subsequent assignments); and

(d) if the interest being assigned is not a registered interest:

(i) a description of the interest assigned and the original debtor thereunder, using the format prescribed by the Procedures (in the
case of the initial assignment of an unregistered interest); or

(ii) the file number of the registered assignment by which the assignor acquired its rights in that registered interest (in the case of all subsequent assignments).

Registration of a block assignment

5.7 The International Registry may provide a facility permitting the registration of all assignments included in a “block assignment registration request”. A “block assignment registration request” shall include:

(a) an electronic certification by the assignor that all of the underlying interests evidenced by registrations on the International Registry in which it is a named party have been assigned to the assignee; and

(b) a consent thereto given by the assignee,

each given under an authorization.

Discharge of a registration

5.8 The information required to discharge a registration, other than a registration relating to a sale is:

(a) the information referred to in Sections 5.3 (a) and (f);

(b) except as provided in Section 5.8.1, the consent of the named party or parties benefiting from the registered interest or the party holding the right to consent to the discharge of such interest, given under an authorization;

(c) where a right of consent to discharge a registration has been transferred, the consent of the party having this right, given under an authorization; and

(d) the file number of the registration to be discharged.

5.8.1 The parties mentioned in Sections 5.8 (b) and (e) do not include the debtor, assignor, subrogor or person subordinating the registered interest, or the prospective seller in the case of a registration relating to a prospective sale.

5.8.2 The party or parties referred to in Section 5.8 (b) may electronically transfer to
a registry user entity, with the consent of that entity, the sole right to consent to the discharge of such registration. Such sole right to consent to the discharge may be further transferred by a holder thereof to another registry user entity with the consent of the latter.

5.8.3 The party or parties benefiting from a registration, the party holding the right to consent to the discharge of a registration under Section 5.3 (g) or, if such right has been transferred, the transferee of such right, shall have the sole right to consent to the discharge of that registration.

5.8.4 The International Registry may provide a facility for entering an authorization code issued by an authorizing entry point in relation to the discharge of a registration. If an authorization code for a discharge is expressly required under the law of the Contracting State which is the State of registry at the time such registration is to be discharged, the party holding the right to consent to the discharge of such registration may enter the required authorization code.

5.8.5 From 6 June 2012, a discharge of a discharge is no longer possible. A discharge of a discharge does not re-effect the original registration.

Registration of a subordination

5.9 The information required to effect the registration of the subordination of an international interest, an assignment and prospective assignment of an international interest, a prospective international interest, a national interest, an interest acquired by subrogation, an R-NCRI, the interest of a buyer under a sale or prospective sale, the interest of a lessee under a lease, or the interest of a buyer under a conditional sale is:

(a) the information referred to in Sections 5.3 (a), (b), (c), (f) and (g), and, for the purposes of the foregoing reference to Section 5.3 (b) and for the purposes of Section 5.9 (b), the “named parties” shall be the registry user entities subordinating their interest and benefiting from that subordination;

(b) the consent of the named party whose interest is being subordinated, given under an authorization;

(c) if the interest being subordinated or benefiting from the subordination is a registered interest, and has not been assigned or acquired by subrogation, the file number relating to each such interest;
(d) if the interest being subordinated or benefiting from the subordination is a registered interest that has been assigned, the file number of the registered assignment by which the party granting the subordination acquired its rights in that registered interest and, if applicable, the file number of the registered assignment by which the party benefiting from the subordination acquired its rights in the interest benefiting from the subordination;

(e) if the interest being subordinated or benefiting from the subordination is a registered interest that was acquired by subrogation, the file number of the registered subrogation by which the party granting the subordination acquired its rights in that registered interest and, if applicable, the file number of the registered subrogation by which the party benefiting from the subordination acquired its rights in the interest benefiting from the subordination; and

(f) if the interest being subordinated or benefiting from the subordination is not a registered interest, a description of such interest and the original debtor thereunder, using the format prescribed by the Procedures.

Unilateral registration of a pre-existing right or interest

5.10 The information required to effect the registration of a pre-existing right or interest to which Article 60 of the Convention applies is:

(a) the information referred to in Sections 5.3 (a), (b), (c), (d), (f) and (g);

(b) the name of the Contracting State under whose laws the pre-existing right or interest was constituted; and

(c) the certification of the party named in that registration as the holder of the pre-existing right or interest to which the registration relates, that (i) the pre-existing right or interest has been validly conferred under the laws of the Contracting State specified in Section 5.10 (b), and (ii) all of the registration information being provided to effect the registration is accurate and complete.

Amending a registration

5.11 Subject to Section 5.13, the information required to amend a registration (other
than a registration of an R-NCRI) or to amend information contained in an assignment, subrogation or subordination is:

(a) the information referred to in Sections 5.3 (a), (b), (c) and (f);

(b) the consent of the named parties that consented to the registration to be amended, and, where a right of consent to discharge a registration has been transferred, the consent of the party having this right in place of the immediate transferor, in each case given under an authorization;

(c) the file number of the registration to be amended; and

(d) the amendments to be made.

Amending a registration of an R-NCRI

5.12 Subject to Section 5.13, the information required to amend a registration of an R-NCRI is:

(a) the information referred to in Section 5.4 (a);

(b) the file number of the registration to be amended;

(c) the amendments to be made; and

(d) the certification required by Section 5.4 (d).

The registering person of an amendment of an R-NCRI registration must either hold, or be the administrator that is entitled to issue, an R-NCRI authorization.

Rules for amendments

5.13 The following shall apply in respect of amendments to and discharges of amendments to registrations:

(a) registration of an amendment of information referred to in Section 5.3 (c) or a change of a category of registration shall be treated as a new registration in respect of the object or category to which the amending registration refers, with priority ranking from the time the amending registration is searchable. The named parties to such amendment shall consent to the discharge of the previous registration under an authorization, which shall be effected automatically;
(b) registration of an amendment in which the information referred to in Section 5.3 (b) has been changed shall require the consent of the named parties that consented to that registration and of the named party to be specified in the amended registration, each given under an authorization;

(c) registration of an amendment in which the information referred to in Section 5.3 (d) has been changed shall have no effect on the priority of the original registration for the amended duration of that registration. The foregoing is without prejudice as to whether a new underlying interest has been constituted that requires registration under the Convention; and

(d) when a registration is discharged, the party consenting to that discharge shall be deemed to consent to the discharge of all amendments to that registration, which shall be effected automatically.

The consent requirements of Sections 5.13 (a) and (b) shall, in the case of an amendment of a registration of an R-NCRI, be limited to the party named in the registration as the holder of such R-NCRI.

**Registering fractional or partial interests**

5.14 Any registration may specify that:

(a) it covers a fractional or partial interest in an aircraft object and, if so, the extent of such interest; and/or

(b) multiple named parties hold or have granted an interest evidenced thereby.

**Rules for fractional or partial interests**

5.15 With respect to an interest referred to in Section 5.14 (a):

(a) an increase or decrease to such interest arising by virtue of a sale or an assignment of an international interest shall be registered as such in accordance with Section 5.5 or 5.6, respectively; and

(b) a decrease in such an interest arising by virtue of payment of a secured obligation shall be partially or wholly discharged in accordance with Sections 5.8 to 5.8.4.
Entity name change

5.16 The International Registry may provide a facility for notice of a change of the name of a transacting user entity, where set out in a “name change notification request”. For purposes of the foregoing, a “change of name” means either that the transacting user entity has changed its name, that any rights and interests of the transacting user entity reflected on the International Registry have become vested in another transacting user entity as a result of a merger, a change in entity form or otherwise by operation of law, or that a correction is required due to an error in its name or to an administrative or technical error. In such a case:

(a) the information required to submit a name change notification to the International Registry is:

(i) the name currently shown on the International Registry for the entity which is to be changed, and its other identity information;

(ii) the name which is to supersede the name being changed, and in any case where rights and interests reflected on the International Registry have vested in a different transacting user entity, the corresponding entity’s other identity information and contact information; and

(iii) the name and electronic signature of the relevant transacting user entity and a statement on whose behalf that person is acting, and in any case where rights and interests reflected on the International Registry have vested in a different transacting user entity:

(A) the name and electronic signature of such other transacting user entity and a statement on whose behalf that person is acting; and

(B) the election specified in Section 5.16 (c) (ii) (B);

(b) the Registrar shall confirm that a name change notification request satisfies the requirements of this Section 5.16 following the standard set out in Section 4.1, and a name change shall take effect on the later of such confirmation by the Registrar and completion of the actions required in Section 5.16 (a) (iii);

(c) when a name change takes effect:
(i) all rights and interests reflected on the International Registry in which the transacting user entity specified in Section 5.16 (a) (i) is a named party shall, without amending registered information or registering an assignment of such rights and interests, be annotated to advise of the change of name, such annotation to be included in all priority search certificates; and

(ii) in any case where rights and interests reflected on the International Registry have vested in a different transacting user entity:

(A) the transacting user entity in which such rights and interests have vested shall retain its status as a transacting user entity for the purposes of the International Registry and all authorizations given or held by or on behalf of such transacting user entity shall remain in full force and effect; and

(B) all authorizations given or held by or on behalf of the transacting user entity specified in Section 5.16 (a) (i) shall either remain in full force and effect or shall be extinguished, as elected by such transacting user entity; and

(d) a name change shall have no effect on the validity or priority of any registration or other rights or interests.

The International Registry may provide a corresponding facility for notice of a change of name to a professional user entity and for notice of a name change to a controlled entity.

The Registrar may reverse the name change and remove the name change history in cases where the Registrar satisfies itself that no such name change took place.

Correcting an error of the International Registry system

5.17 The Registrar may correct an error in a registration or a discharge or the chronological order of registrations, or discharge a registration, if such error has been created by a malfunction in the International Registry, provided that such correction or discharge shall be effective only from the time it is made, and shall have no effect on the priority of any other registration. If such correction or discharge would change the
registered information which would otherwise appear on a priority search certificate, notice that such correction or discharge has been made by the Registrar shall appear on all priority search certificates relating to the subject aircraft object.

The Registrar shall promptly give notice of any such correction or discharge to the named parties in the original registration and, if different, the parties making that registration, other parties with registered interests in that aircraft object, and those who have conducted a priority search on that aircraft object since the time of the original registration.

Alternatively, the Registrar may request the named parties to the original registration to amend or discharge that registration, leave that registration in place as registered, or, without limiting this Section 5.17, seek an order from a court with jurisdiction under Article 44 (1) of the Convention.

**Discharge of a sale**

5.18 A registration relating to a sale to which Article 25 (4) of the Convention applies may be discharged by the buyer or the seller with the consent of the other given under an authorization, provided that:

- (a) such discharge shall be effective only from the time it is made and shall have no effect on the priority of any other registration; and
- (b) the original registration and its discharge shall appear on all priority search certificates relating to the subject aircraft object.

**Registering a subrogation**

5.19 The information required to effect the registration of the acquisition of an international interest through subrogation is:

- (a) the information referred to in Sections 5.3 (a), (b), (c) and (f);
- (b) the consent of the subrogee, given under an authorization;
- (c) if the interest being acquired by subrogation is a registered interest, the file number of the registration relating to that interest (in the case of the initial acquisition by subrogation of a registered interest), or if such interest has been assigned, the file number relating to such assignment; and
(d) if the interest being acquired by subrogation is not a registered interest, a description of the interest acquired by subrogation and the original debtor thereunder, using the format prescribed by the Procedures, or if such interest has been assigned, the file number relating to such assignment.

Unilateral registration of a notice of a national interest

5.20 The information required to effect the registration of a notice of a national interest to which Article 50 of the Convention applies is:

(a) the information referred to in Sections 5.3 (a), (b), (c), (d), (f) and (g);

(b) the name of the Contracting State under whose laws the national interest was constituted;

(c) the certification of the party named in the registration as the holder of the national interest to which the registration relates, that (i) the national interest has been validly conferred under the laws of the Contracting State specified in Section 5.20 (b), and (ii) all of the registration information being provided to effect the registration is accurate and complete; and

(d) documentary evidence pertaining to the national registration of the interest in electronic format.

5.20.1 The Registrar shall provide a copy of the documentary evidence submitted in connection with the registration of a notice of a national interest as regards an object to any of the following upon request:

(a) the debtor identified in that registration;

(b) the holder of any other registered right or interest or the buyer in a registered sale relating to that object; or

(c) any other person or entity that substantiates a potential adverse effect as a result of that registration to the reasonable satisfaction of the Registrar.

The foregoing shall not apply to the extent, in the Registrar’s view, such provision of documentary evidence is prevented by applicable law.
Closing room

5.21 The International Registry may provide a closing room facility (“closing room”) on its website permitting registry users to assemble the information required to effect a registration in advance of completing such registration and, in the case of multiple registrations in respect of one or more aircraft objects, to establish the chronological order of such registrations. The Appendix to these Regulations describes the closing room, including the conditions and procedures for:

(a) assembling information prior to any registration taking effect;
(b) entering registrations into the International Registry data base containing such information; and
(c) making such registrations searchable, and establishing the order, date and time of receipt of such registrations by the International Registry;

and in the cases of (b) and (c) above, for the purposes of Articles 18 (4) and 19 of the Convention.

Section 6

CONFIRMATION AND NOTICE OF REGISTRATION

6.1 In this Section, the term “registration” includes, where appropriate, the amendment, extension or discharge of a registration or transfer of the right to consent to the discharge of a registration.

6.2 The International Registry shall send prompt electronic confirmation of a registration to the named parties, the registering person and all other persons entitled to receive notice of that registration under Section 5. The receipt or non-receipt of such confirmation does not imply that the registration has or has not been effected, that fact being determinable solely by means of a priority search.

6.3 When a registration is effected relating to an aircraft object, an electronic notice thereof shall be sent to the named parties and registering person of any other registration which has not been discharged relating to that object.

6.4 The confirmation and notice referred to in Sections 6.2 and 6.3, respectively,
shall include the registered information specified in Section 5 relating thereto and the file number of the registration.

6.5 Named parties may electronically elect not to receive the notices referred to in Section 6.3. Such elections shall require digital signatures. Registry users may request not to receive electronic notices in respect of one or more aircraft objects.

Section 7

SEARCHES

7.1 Searches of the International Registry may be performed against:

(a) a manufacturer’s name;
(b) a manufacturer’s generic model designation; and
(c) a manufacturer’s serial number of an aircraft object.

Such information may be searched by means of a priority search or informational search, as set out in Sections 7.2 and 7.3, respectively. A Contracting State search and a registry user entity search may also be made, as set out in Sections 7.5 and 7.6, respectively. A self-search may be made, as set out in Section 7.7. A search, other than a self-search pursuant to Section 7.7, may be performed by any person who complies with the Procedures, whether or not that searching person has a specific interest. A self-search of a particular transacting user entity (including any of its controlled entities) may be performed only by the administrator or replacement administrator of the entity in question where that administrator or replacement administrator complies with the Procedures. All searches shall be performed by electronic means.

7.2 A “priority search” is a search for registered information using the three criteria specified in Article XX (1) of the Protocol, as set out in Sections 7.1 (a) to (c). Such information is searchable for the purposes of Articles 19 (2) and 19 (6) of the Convention and Article XX (1) of the Protocol.

7.3 An “informational search” is an aircraft object search other than a priority search, using the criterion set out in Section 7.1 (c). The results of an informational search, an “informational search listing”, shall be a list of all matching aircraft objects, described by the item set out in Section 7.1 (c). The facility to perform such an informational search does not make that information “searchable” for the purposes of Articles 19 (2) and 19 (6)
of the Convention and Article XX (1) of the Protocol.

7.4 A “priority search certificate” is a certificate issued in response to a priority search. It shall:

(a) set out the registered information required by Section 5 and comply with Article 22 (3) of the Convention;

(b) in the case where Article 22 (2) (a) of the Convention applies, list the registered information in both:

(i) chronological order; and

(ii) a manner that indicates the transactional history of each registered interest;

(c) indicate the current holder of the right to consent to the discharge of a registration and set out in chronological order when that right has been transferred and the parties executing such transfer; and

(d) set out the electronic address of each of the named parties to the registration and of the current holder of the right to consent to the discharge of such registration, such addresses in each case to be based upon the most current contact information provided to the International Registry.

7.5 A “Contracting State search” is a search for all declarations and designations, and withdrawals thereof, made under the Convention and the Protocol by the Contracting State specified in the search. A “Contracting State search certificate” is a certificate issued in response to a Contracting State search. A Contracting State search certificate shall:

(a) indicate, in chronological order, the text of all declarations and designations, and withdrawals thereof, by the specified Contracting State; and

(b) list the effective date of ratification, acceptance, approval or accession of the Convention and the Protocol, and of each declaration or designation, and withdrawal thereof, by the specified Contracting State.

7.6 A “registry user entity search” is a search for the registry user identity information and contact information (subject to such exclusions that the registry user entity has selected pursuant to Section 4.1). When conducted by a registry user, the search result shall indicate whether or not such registry user entity’s account is active.
For the purposes of this Section 7.6, a registry user entity search shall include searches of controlled entities.

7.7 A “self-search” is a search against a particular transacting user entity and, optionally, against its controlled entities, that shall return a priority search certificate for each aircraft object, or sub-set thereof, in which the transacting user entity or controlled entity is a named party. The searching party may limit the results by date, entity or as otherwise permitted on the website. An electronic notification will be sent to the relevant back-up contact each time a self-search is initiated.

7.8 Each search certificate and listing shall be issued and made available in printable electronic format. Upon request, a printed copy of a priority search certificate or Contracting State search certificate shall be provided by the Registrar.

The Registrar may also, at its discretion, when issuing a priority search certificate, provide supplementary priority search information, including:

(a) an information table summarizing the registered information in accordance with Section 7.4 (a); or

(b) the contents of the priority search certificate in a different electronic format, designed to be machine-readable.

Such supplementary priority search information, where provided, is for information purposes only to assist users in reviewing the registered information contained in the priority search certificate. Users must review all registered information contained in the priority search certificate and not just the information contained in the supplementary priority search information. In the case of inconsistency between the registered information contained in the priority search certificate and the supplementary priority search information, the registered information contained in the priority search certificate shall prevail. Any inconsistencies or inaccuracies discovered between the registered information contained in the priority search certificate and the supplementary priority search information should be reported to the Registrar within 72 hours of their receipt by the user.
Section 8

COMPLAINTS

8.1 Any person may submit a complaint to the Registrar concerning the operation of the International Registry. If not satisfactorily addressed by the Registrar, that complaint may be further submitted by that person to the Supervisory Authority. For the purposes of this Section 8.1:

(a) a matter “concerns the operation of the International Registry” when the matter relates to the general procedures and policies of the International Registry and does not involve specific adjudication by the Registrar or Supervisory Authority.

(b) a person making a complaint shall substantiate his/her assertions in writing.

8.2 The Supervisory Authority shall consider complaints made under Section 8.1, and where, on the basis of that consideration, it determines changes to the procedures or policies are appropriate, it shall so instruct the Registrar.

8.3 Any person adversely affected by a unilateral registration who reasonably believes that the registration does not meet the requirements of Section 5.4, 5.10 or 5.20 may submit a complaint to the Registrar. Where such adverse effect is substantiated to its reasonable satisfaction, the Registrar shall act in accordance with Section 14.5 of the Procedures.

Section 9

CONFIDENTIALITY

All information in the International Registry shall be confidential except where it is:

(a) documentary evidence provided to the Registrar under these Regulations;

(b) provided by the Registrar in response to a search under Section 7;

(c) made electronically available to enable registry users to effect, amend or discharge registrations;

(d) provided to the Supervisory Authority at the latter’s request;
REGULATIONS

(e) submitted by the Registrar in court proceedings under Article 44 of the Convention; or

(f) used for the purposes of the statistics required by Section 10.

Section 10

STATISTICS

10.1 The Registrar shall maintain updated registration statistics and shall publish them in an annual report. This report shall be electronically accessible to any person.

10.2 The registration statistics under Section 10.1 shall consist of:

(a) transactional volumes and revenues subdivided in each case by registration type and geographic distribution; and

(b) other compilations of non-confidential information requested by the Supervisory Authority.

Section 11

ANNUAL REPORT TO THE SUPERVISORY AUTHORITY

The Registrar shall prepare an annual report, including statistical data referred to in Section 10, and shall submit it to the Supervisory Authority.

Section 12

RELATIONS WITH THE ENTRY POINTS

12.1 A Contracting State may designate an entry point or entry points (“entry point”) under Article XIX (1) of the Protocol:

(a) which shall or may authorize the transmission of information required for registration under the Convention and the Protocol to the International Registry (“authorizing entry point”); or

(b) through which information required for registration under the
APPENDIX III

Convention and the Protocol shall or may be directly transmitted to the International Registry (“direct entry point”).

In the case of a designation under Section 12.1 (a), all registrations made pursuant to Sections 5.3, 5.4, 5.5, 5.6, 5.7, 5.9, 5.10 and 5.20 from such entry point shall, subject to Section 12.8, include the authorization code issued by the relevant Contracting State with respect to such registrations.

12.2 A Contracting State may only designate a mandatory entry point in respect of:

(a) registrations relating to airframes and helicopters for which it is the State of registry; and/or

(b) registrations of prospective international interests, prospective sales or prospective assignments of international interests in any airframe or helicopter for which it has taken regulatory steps to become the State of registry.

12.3 A Contracting State designating an entry point shall notify the Depositary and the Supervisory Authority thereof, indicating whether such entry point is an authorizing or direct entry point. The Supervisory Authority shall keep the Registrar informed of such designations, and the Registrar shall maintain a current list thereof that is electronically accessible to users.

12.4 A direct entry point shall transmit a registration when the conditions established by it have been satisfied, such conditions to be consistent with the Convention, the Protocol, and these Regulations, and the named parties in that registration are approved transacting user entities. Subject to the receipt by the International Registry of the consent from each party whose consent is required under the Convention, the Protocol and these Regulations, including, if so required, the named parties in the subject registration, a registration transmitted by a direct entry point shall be effected when received by the International Registry.

12.5 Without prejudice to Section 12.4, the Registrar shall establish arrangements applicable to the electronic transmission of registration information from, or authorized by, entry points to the International Registry and, after consultations with each designated entry point, shall specify the procedures applicable to that entry point. Such arrangements between an entry point and the International Registry shall not impose any additional cost on the International Registry and shall not adversely affect the
functioning of the International Registry system or impose a burden on International Registry resources.

12.6 The International Registry shall provide an electronic warning against a registration that is not effected:
   (a) through a direct entry point where use thereof is mandatory; or
   (b) in accordance with procedures required by an authorizing entry point;

to the extent agreed between the International Registry and the Contracting State declaring that entry point.

12.7 A registration effected in violation of the terms of a designation under Section 12.1, or, in the case of Section 12.1 (a), without an authorization code issued by the authorizing entry point, is invalid.

12.8 A registration is not invalid if:
   (a) in the case of an authorizing entry point, an authorization code is not obtainable under its procedures; or
   (b) in the case of a direct entry point, use of that entry point is not permitted under its procedures;

based on the facts of the transaction to which it relates.

Section 13

FEES

13.1 The Registrar shall collect a fee prior to undertaking services relating to the International Registry.

13.2 Fees, including fees arising from operations through an entry point, must be paid to the Registrar prior to the requested operation unless otherwise agreed between the Registrar and such entry point.

13.3 Fees shall be collected according to a schedule issued by the Supervisory Authority, which shall state the amount of fees payable for each service.
13.4 Fees shall be established and adjusted by the Supervisory Authority, as required by the Convention and the Protocol.

Section 14

LIABILITY AND INSURANCE

14.1 For the purposes of Article 28 (1) of the Convention, “loss suffered” means loss or damage resulting from an error or omission of the Registrar and its officers and employees or from a malfunction of the international registration system, except as provided for by Article 28 of the Convention, but does not include loss or damage resulting from lack of access to the International Registry as a result of measures referred to in Section 3.4 of these Regulations.

14.2 Any claim against the Registrar under Article 28 (1) of the Convention:
   (a) shall be made in writing within the time period applicable under the law of the State where the International Registry is located;
   (b) shall be subject to consultations between the claimant and the Registrar; and
   (c) if not resolved by such consultations, may be pursued by the claimant in accordance with Article 44 of the Convention.

14.3 The Procedures shall set out details relating to the procedure contemplated by Section 14.2.

14.4 The amount of insurance or financial guarantee required under Article 28 (4) of the Convention and Article XX (5) of the Protocol shall be determined and may be revised by the Supervisory Authority.

Section 15

INTERNATIONAL REGISTRY PROCEDURES

15.1 Procedures addressing items required by these Regulations or otherwise relating to the technical operation and administrative processes of the International Registry shall be established by the Supervisory Authority and shall be complied with by
all registry users, guest users and searching persons.

15.2 Without restricting their content, the Procedures shall set out the technical and administrative processes for:

(a) effecting, amending and discharging registrations and making and obtaining copies of searches; and

(b) obtaining the approvals and authorizations required to access the International Registry.

Section 16

PUBLICATION

16.1 The authentic version of these Regulations and the Procedures shall be published in an official publication of the Supervisory Authority.

16.2 The Registrar shall make an electronic version of the authentic texts referred to in Section 16.1, as may be amended as contemplated by Section 17, available to the public at no cost.

Section 17

AMENDMENTS

17.1 Requests for amendments to these Regulations or the Procedures may be submitted by the Registrar to the Supervisory Authority, which shall consider such amendments.

17.2 The authentic version of any amendments to these Regulations or the Procedures approved by the Supervisory Authority shall be published in an official publication of the Supervisory Authority.

17.3 The validity and priority of, and other rights and interests appurtenant to, a registration made in conformity with these Regulations and the Procedures as in effect at the time of such registration, and taking into account the functional capabilities of the International Registry at such time, shall not be affected by any subsequent change to such Regulations, Procedures or capabilities of the International Registry, and the
 provision of a facility that allows the parties to a registration to amend or otherwise modify a registration in order to conform to such changes shall not be construed as implying any obligation to effect any such amendment or modification.

17.4 The validity of any action taken by the Registrar in conformity with these Regulations and the Procedures as in effect at the time of such action, shall not be affected by any subsequent change to such Regulations or Procedures.

Section 18

EFFECTIVE DATES

Any amendments to these Regulations or the Procedures shall take effect one calendar month after the date of their publication unless otherwise determined by the Supervisory Authority.
Appendix

Closing Room

(Section 5.21 of these Regulations)

1. General

1.1 The International Registry may include a closing room facility permitting a registry user entity to create a file that may be used to assemble the information required under these Regulations to effect one or more registrations in advance of completing such registrations. For the purposes of this Appendix, such information is referred to as a “prepositioned registration” or “prepositioned registrations”, and the action to assemble such information is referred to as an action to “preposition a registration” or to “preposition registrations”.

1.2 A closing room is not searchable for the purposes of Articles 18 (4) and 19 of the Convention. A prepositioned registration has no legal effect under the Convention or the Protocol until such time as such prepositioned registration has been entered into the International Registry data base in accordance with paragraph 7.2 of this Appendix. Once a prepositioned registration has been entered into the International Registry data base in accordance with paragraph 7.2, it shall be regarded as “registered” (as such term is defined in Article 1 (bb) of the Convention).

1.3 This Appendix describes the conditions and procedures for establishing a closing room, assembling and managing the information required to preposition registrations in the closing room, consenting to prepositioned registrations and releasing such prepositioned registrations for entry into the International Registry data base so as to become registrations that are searchable and valid under the Convention and the Protocol.

2. Establishing a closing room

2.1 A registry user entity may establish a closing room by following the directions on the International Registry website.

2.2 The registry user entity who establishes a closing room, the “coordinating entity”, shall have the responsibilities for the closing room described in this Appendix.
2.3 Each closing room shall have a unique identifier automatically assigned by the International Registry, the “closing room ID”, and registry users may search for a closing room on the International Registry website using the closing room ID.

2.4 The coordinating entity may extinguish a closing room at any time prior to taking the action described in paragraph 7.1.

3. **Assembling and managing closing room registrations**

3.1 The coordinating entity shall be responsible for assembling and managing all the information required to preposition registrations in the closing room. The registry users of the coordinating entity, and no other persons, will be entitled to enter or modify information in the closing room. References in this Appendix to action by a coordinating entity shall mean action on its behalf by any of its registry users.

3.2 In order to preposition a registration, the coordinating entity must enter all of the information for that category of registration specified in the applicable section of these Regulations. For example, all the information specified in Section 5.3 of these Regulations shall be required to preposition a registration of an international interest. In addition, if any aircraft object is the subject of more than one prepositioned registration, the coordinating entity shall specify the chronological order in which, when released, such prepositioned registrations are to be entered into the International Registry data base.

3.3 After the coordinating entity has completed assembling the information required to effect all of the prepositioned registrations to be included in the closing room, following the directions on the International Registry website, it may suspend the ability to amend or enter further registration information (referred to as designating the closing room as “locked”). The locked status of the closing room will (a) initiate the actions described in paragraph 4.1, and (b) signify that all the information for the prepositioned registrations in the closing room has been assembled and that the closing room is available for each registry user entity whose consent is required under these Regulations to take one of the actions specified in paragraph 4.2.

3.4 A coordinating entity may at any time (whether or not a closing room has been locked) provide any registry user entity and any registry user with “read only” access to such closing room to read, but not modify, the information contained therein by following the directions on the International Registry website for identifying such
persons and establishing such access. Once the closing room is locked, each registry user entity whose consent to the registrations prepositioned in the closing room is required under these Regulations, shall automatically have read only access to such closing room. The registry user entities and registry users with access rights to the closing room are referred to as the “closing room participants”.

3.5 A coordinating entity may transfer its rights and responsibilities to another registry user entity as its replacement. Such a transfer shall take effect when the administrator for the transferee registry user entity gives its acceptance in the manner specified on the International Registry website, and shall have the effect specified in paragraphs 5.1 and 5.2.

4. **Consenting to prepositioned registrations**

4.1 When the coordinating entity designates the status of a closing room as locked, the International Registry shall issue to the closing room participants a notice:

(a) identifying the coordinating entity;

(b) providing access to the closing room and setting forth the closing room ID;

(c) stating that the closing room is available for each registry user entity whose consent is required under these Regulations to take the action specified in paragraph 4.2;

(d) stating the period of time (as provided by paragraph 5.3) that the closing room will remain accessible for the purpose of providing consent or reviewing information; and

(e) attaching a “pre-registration report” that shows all prepositioned registrations, including the specified chronological order of any multiple registrations for an aircraft object.

4.2 After the notice described in paragraph 4.1 has been issued, each registry user entity whose consent is required under these Regulations may consent or decline to consent to such prepositioned registration by following the directions on the International Registry website.

4.3 A consent to a prepositioned registration may be revoked at any time prior to release of that prepositioned registration for entry into the International Registry data
APPENDIX III

base, as described in paragraph 7.1.

4.4 A registry user entity who has declined to give a consent or has revoked a consent shall be entitled to reverse that action at any time prior to the release of its prepositioned registration for entry into the International Registry data base, as described in paragraph 7.1.

4.5 Revoking an authorization under which a consent to a prepositioned registration was given, including an authorization provided to a professional user, will have the effect of revoking such consent. In order to reverse that action, the registry user entity must either consent to such prepositioned registration, or re-issue its authorization to another registry user entity who then consents to such prepositioned registration, with such action occurring in each case at any time prior to the release of such prepositioned registration for entry into the International Registry data base, as described in paragraph 7.1.

4.6 As provided in paragraph 7.1, none of the prepositioned registrations in a closing room may be released into the International Registry data base unless all such prepositioned registrations have been consented to by or for each registry user entity whose consent is required by these Regulations, and such consents are in effect at the time that the coordinating entity issues a release instruction (as defined in paragraph 7.1).

5. Making changes to prepositioned registrations

5.1 Although a closing room may not be modified while it is locked (except as provided in paragraph 8), the coordinating entity may make changes to the prepositioned registrations, whether on its initiative or in response to requests by closing room participants, or transfer its responsibility as coordinating entity to another registry user entity, by following the directions on the International Registry website for reinstating the ability to change or enter further information (referred to as designating the closing room as “unlocked”).

5.2 If a closing room is unlocked, all consents to prepositioned registrations will be cancelled automatically, the closing room will revert to the status described in paragraph 3, and the International Registry will issue a notice to all the closing room participants advising that the closing room has been unlocked and that the pre-registration report issued with respect to the closing room has lapsed. The coordinating
entity may then change the prepositioned registrations and lock the closing room with such changes in place, at which time the provisions of paragraphs 4.1 to 4.4 shall apply.

5.3 If the prepositioned registrations in a closing room have not been released for entry into the International Registry data base, as described in paragraph 7.1, prior to the expiry of ten (10) calendar days following the date that the closing room is locked, the closing room shall become unlocked automatically, with the effect described in paragraph 5.2. Notwithstanding the foregoing, the coordinating entity may extend the locked period for a closing room for ten (10) additional calendar days up to a maximum of eleven (11) times in succession. Notice of any such extension shall be issued to the closing room participants by the International Registry.

6. Payment of fees

6.1 At any time after a closing room has been locked, but prior to the issuance of a release instruction under paragraph 7.1, the coordinating entity shall pay the fees in respect of all prepositioned registrations in the closing room.

6.2 Such payment shall be final if such prepositioned registrations are released for entry into the International Registry data base, as described in paragraph 7.1.

6.3 If such prepositioned registrations are not so released, the coordinating entity shall be entitled to a refund of such fees, less applicable third party payment processing expenses.

7. Entering prepositioned registrations into the International Registry data base

7.1 The coordinating entity may, by following the directions on the International Registry website, issue an instruction to the International Registry, a “release instruction”, to enter all the prepositioned registrations in the closing room into the International Registry data base in the chronological order specified in the pre-registration report and make them searchable for the purposes of Articles 18 (4) and 19 of the Convention when all of the following conditions are satisfied:

(a) the closing room is locked;
(b) all prepositioned registrations in the closing room have been consented to by or for each registry user entity whose consent is required by these Regulations;

(c) the fees referred to in paragraph 6.1 have been paid; and

(d) if applicable, the special procedures and conditions described in paragraph 8 have been completed and satisfied.

7.2 Upon receipt of a release instruction, the International Registry shall cause all the prepositioned registrations in the closing room to be entered into the International Registry database in the chronological order specified in the pre-registration report and made searchable for the purposes of Articles 18 (4) and 19 of the Convention. When so entered into the International Registry database, each of the prepositioned registrations and consents thereto shall be a “registration” and a “consent” to such registration, as such terms are defined in these Regulations, and each such registration shall be “registered” for the purposes of the Convention.

7.3 After the prepositioned registrations in the closing room have been entered into the International Registry database, the closing room shall be extinguished. However, the Registrar shall retain a record of the pre-registration report. Any closing room participant may obtain a copy of the pre-registration report by following the directions on the International Registry website.

7.4 The closing room participants shall report to the Registrar within 72 hours from the issuance of the release instruction any discrepancies between the registrations that have been entered into the International Registry database and the pre-registration report. Any such discrepancies shall be subject to correction in accordance with Section 5.17 of these Regulations.

8. Special conditions and procedures applicable to entry points

8.1 The foregoing conditions and procedures are modified as set forth in this paragraph 8 with respect to any prepositioned registrations that are subject to Section 12.1 of these Regulations relating to entry points.

8.2 For the purposes of compliance with Sections 12.1 (a) and 12.7 of these Regulations with respect to an authorizing entry point, the coordinating entity may enter the authorization code for any prepositioned registration to which those Sections apply at any time prior to issuing the release instruction, notwithstanding that the closing
room has been locked. If any of the prepositioned registrations in a closing room require an authorization code pursuant to such Sections, the required authorization codes must be entered before the release instruction is issued.

8.3 For the purposes of compliance with Sections 12.1 (b), 12.4 and 12.7 with respect to a direct entry point, issuing the release instruction with respect to any prepositioned registration to which those Sections apply shall require the prior authorization of the direct entry point, given in accordance with the directions on the International Registry website. If any prepositioned registration in a closing room must be transmitted to the International Registry by the direct entry point pursuant to such Sections, the required authorization by the direct entry point must be given before the release instruction is issued. The term “registry user entity” shall not, for the purposes of paragraphs 2.1 and 2.2, include a direct entry point.

8.4 The obligation to enter an authorization code, as described in paragraph 8.2, and the obligation to obtain the authorization of a direct entry point, as described in paragraph 8.3, are both subject to Section 12.8 of these Regulations, relating to circumstances in which an authorization code is not obtainable or the use of an entry point is not permitted.
PROCEDURES

Section 1

AUTHORITY

(Section 15 of the Regulations)

These “Procedures” are issued by the Supervisory Authority of the International Registry under the Convention on International Interests in Mobile Equipment, signed at Cape Town on 16 November 2001 (the “Convention”), the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment, signed at Cape Town on 16 November 2001 (the “Protocol”), and the Regulations for the International Registry (the “Regulations”). They address administrative items required by the Regulations as conditions to use of the International Registry or otherwise relating to the technical operation and administrative processes of the International Registry.

Section 2

DEFINITIONS

Terms defined in the Convention, the Protocol, and the Regulations shall have the same meaning in these Procedures. In addition, the following terms shall have the meaning set out below:

(a) “Approval” means either:

(i) an electronic approval, by the Registrar, of an entity as a registry user entity and/or of an individual as that registry user entity’s administrator, in accordance with Section 10 below; or

(ii) an electronic approval, by the administrator, of an individual as a registry user of such registry user entity, in accordance with Section 11 below, and “approve” and “approved” shall be construed accordingly.

(b) “Confirmation” means an electronic confirmation provided in accordance with Section 6 of the Regulations, automatically issued by the International Registry when a registration, amendment or discharge is searchable.

(c) “CPS” means the Registrar’s certification practice statement, as
displayed on the website.

(d) “Digital certificate” means a digital certificate for use in communications with the International Registry, issued to an administrator or other registry user by the Registrar in accordance with these Procedures and the CPS.

(e) “Final consent” means the electronic consent of the last of the named parties whose consent is required under Article 20 of the Convention in relation to a registration, amendment or discharge.

(f) “Private key” means the private key associated with a digital certificate.

(g) “Website” means the website that provides the public interface of the International Registry and associated content provided by the Registrar under the Uniform Resource Locator (URL):

http://www.internationalregistry.aero.

Section 3

FUNCTIONS OF THE REGISTRAR

(Section 3 of the Regulations)

The Registrar shall operate the International Registry and perform the functions assigned to it by the Convention, the Protocol and the Regulations.

Section 4

FUNCTIONS OF THE REGISTRY USER ENTITY

(Section 4 of the Regulations)

For the purpose of using the International Registry, the following functions fall within the scope of responsibility of each registry user entity:

(a) the proper selection and appointment of its administrator;

(b) any actions of its administrator, including any acting administrator, and of its registry users taken in relation to the International Registry, which shall be deemed to have been duly authorized by that registry user entity;

(c) the accuracy of the data transmitted to the International Registry on its
APPENDIX III

behalf;

(d) requesting, through its “back-up contact” referred to in Section 5.12 below, that the Registrar revoke the approval of the administrator acting on behalf of a registry user entity if the administrator ceases to be employed by that registry user entity or otherwise ceases to be authorized to act on its behalf; and

(e) abiding by the applicable terms and conditions in place from time to time governing access to and use of the International Registry. The applicable terms and conditions can be accessed on the website.

Section 5

FUNCTIONS OF THE ADMINISTRATOR OF A REGISTRY USER ENTITY

(Section 4 of the Regulations)

5.1 An administrator, who may but need not be an employee of a registry user entity, shall be duly appointed by each registry user entity, with authority to act on its behalf for the purposes of the International Registry, and such authority shall be represented during the approval process.

5.2 An administrator should hold appropriate formal professional qualifications commensurate with the requirements of the functions of administrator.

5.3 Each registry user entity may have only one administrator at any given time.

5.4 The administrator of a transacting user entity, who has been approved by the Registrar, is automatically authorized to effect, amend, discharge or consent to registrations in which that entity is a named party, and to transfer the right to consent to the discharge of registrations in which that entity is a named party.

5.5 An administrator:

(a) shall keep his/her password and digital certificate secure;

(b) shall not transfer his/her digital certificate from the computer on which it was first installed, except to a replacement computer under his/her control, in which case he/she shall first apply to the Registrar for that purpose; and
5.6 Where an administrator electronically delegates his/her powers to an acting administrator in accordance with Section 4.1 of the Regulations, that acting administrator shall be deemed to be the administrator for the purposes of these Procedures.

5.7 An administrator may electronically approve a registry user to act on behalf of a registry user entity in accordance with Section 4.2 of the Regulations. Upon such approval, the Registrar shall issue an email to such approved registry user containing a link to a digital certificate in accordance with these Procedures.

5.8 An administrator shall, for the entity or natural person for whom he/she acts, through the website:

   (a) keep his/her contact information up to date and ensure each registry user keeps his/her electronic address and other details up to date;
   
   (b) promptly revoke the approval of a registry user representing such registry user entity in the event that such registry user leaves the employment of, or otherwise ceases to be associated with, such registry user entity; and
   
   (c) promptly revoke the authorization of a registry user representing such registry user entity in the event that such registry user is no longer authorized to effect, amend, discharge or consent to one or more registrations in which that entity is a named party.

5.9 In the event that an administrator is to leave the employment of the registry user entity on whose behalf he/she is authorized to act or if there is to be a change of administrator, the administrator shall electronically notify the Registrar thereof in a timely fashion. Should the registry user entity wish to appoint a replacement administrator for the remainder of the unexpired subscription term, such appointment shall be subject to a “replacement administrator fee”.

5.10 The administrator of a registry user entity shall have the authority, through the website, to block and/or disable the user account of any registry user representing his/her registry user entity. It is the administrator’s responsibility to take such action promptly in the event of a security breach relating to any such registry user's user account, of which he/she has actual knowledge, including but not limited to
compromise of such registry user’s private key.

5.11 The administrator of a registry user entity shall notify the Registrar of any security breach (for example, a breach compromising a private key), of which he/she has actual knowledge, that is expected to result in unauthorized registrations. If the security breach relates to a registry user account, the administrator may block and/or disable the account.

5.12 If the account of an administrator is subject to a security breach that could reasonably be expected to result in unauthorized access to and use of the International Registry, the Registrar and the registry user entity shall cooperate to expeditiously take corrective action appropriate under the circumstances. A registry user entity shall designate a “back-up contact” for these purposes.

5.13 On notification of a security breach, the Registrar may block and/or disable any user account.

5.14 The Registrar may make such reasonable identity checks of a proposed administrator as the Registrar considers necessary in relation to that person undertaking such function. The Registrar may make similar checks of a registry user, where deemed necessary by the Registrar.

5.15 The administrator has sole responsibility for the selection of his/her registry user entity’s registry users and for ensuring that only individuals who are duly authorized to act on behalf of his/her registry user entity are appointed as registry users from time to time.

Section 6

FUNCTIONS OF THE REGISTRY USER
(Section 4 of the Regulations)

6.1 No individual other than an administrator may effect, amend, discharge or consent to registrations with the International Registry until he/she has been approved as a registry user by the administrator of the registry user entity that such person represents.
6.2 No registry user may transmit information to the International Registry to effect, amend or discharge a registration in respect of an aircraft object unless such registry user has first received authorization to do so in relation to such aircraft object either:

(a) in the case of a transacting user, from the administrator of the transacting user entity that represents it; or

(b) in the case of a professional user, from the administrator of the transacting user entity being such professional user’s client.

6.3 Each registry user:

(a) shall keep his/her password and digital certificate secure;

(b) shall not transfer his/her digital certificate from the computer on which it was first installed, except to a replacement computer under his/her control, in which case he/she shall first apply to the Registrar for that purpose; and

(c) is permitted to make a secure back-up copy of his/her digital certificate subject to the requirements of the CPS as amended from time to time.

6.4 Each registry user shall notify his/her respective administrator of any security breach, of which he/she is aware, that is expected to result in unauthorized registrations, including unauthorized use, disclosure or compromise of his/her password or private key.

6.5 Each registry user acknowledges that his/her respective administrator may make such identity checks as the Registrar considers necessary in connection with such registry user’s access to the International Registry.

Section 7

ACCESS TO THE INTERNATIONAL REGISTRY
(Section 4 of the Regulations)

7.1 The International Registry can be accessed via the public Internet under the URL:

http://www.internationalregistry.aero.

7.2 The International Registry will initially be available in English only. It is envisaged
that other languages will be added when the necessary financial means are available, taking into account the implications thereof as well as advantages for users.

7.3 To access the International Registry, an administrator, registry user, guest user or a searching person requires access to the Internet with a compatible browser(s), as specified on the website. Each such person shall establish his/her own arrangements for:

(a) access to the Internet; and
(b) contracting with, and paying the fees of, any third party Internet service provider.

The International Registry extends only to the access point to the Internet located at the Registrar’s hosting location.

7.4 The International Registry shall be accessible 24 hours a day, 7 days a week, except if precluded by maintenance performed outside peak periods, or technical or security problems. Advance notice of any interruption in access, and expected resumption of service, shall, to the maximum extent practicable, be provided via the website.

7.5 Access to the International Registry is conditioned on:

(a) in the case of an administrator and a registry user, having a valid digital certificate and complying with the applicable part of the CPS relating to his/her use and, where required, entering the correct password;
(b) following the steps and procedures provided on the website, including acceptance of the website terms and conditions, and of the CPS, and abiding thereby;
(c) paying, in advance, the fees set and published by the Supervisory Authority, and posted on the website; and
(d) the agreement of a registry user at the time of issuance or renewal of a digital certificate to the terms of the Regulations and these Procedures and any amendments thereof.

7.6 If an administrator’s or a registry user’s password is entered incorrectly, that person shall be given the opportunity to re-enter the password or terminate the action. If there are three failed attempts to enter the correct password, the corresponding user
PROCEDURES

account will be blocked until contact has been made with the help desk and the issue giving rise to the failure has been corrected.

Section 8

ENTRY POINTS
(Section 12 of the Regulations)

8.1 The Registrar shall establish arrangements applicable to the electronic transmission of registered information from, or authorized by, entry points to the International Registry designated under Article XIX (1) of the Protocol and Section 12 of the Regulations and, after consultations with each designated entry point, shall specify the arrangements applicable to that entry point. The arrangements applicable, designed to enhance the efficient use of the International Registry by entry points, shall be published on the website.

8.2 All registry users making registrations through a designated entry point or entry points under Article XIX (1) of the Protocol shall comply with the arrangements referred to in the preceding Section 8.1.

Section 9

HELP DESK AND TECHNICAL SUPPORT
(Section 3.5 of the Regulations)

9.1 To access the technical support function of the International Registry, an administrator, registry user, guest user or searching person may email or call the help desk, as specified on the website. It is recommended that the “help” pages of the website and email be used, where possible. Any person communicating with the help desk via email is requested to:

(a) specify the nature of the problem or question;
(b) provide his/her full name and company name;
(c) identify which type of user he/she is (e.g. administrator, registry user, guest user or searching person); and
(d) provide a main contact telephone number.
The Registrar may, to the extent consistent with applicable privacy law, verify the identity of all callers and log and record all calls to the help desk.

9.2 The terms of Section 3.4 of the Regulations and Section 7.4 of these Procedures shall apply to:
   (a) the hours of operation of the help desk, and exceptions thereto; and
   (b) notice of interruption and resumption of access to the help desk and its services.

9.3 The initial working languages of the help desk will be English, French and Spanish. It is envisaged that other languages will be added when the necessary financial means are available, taking into account the implications thereof as well as advantages for users.

9.4 Help desk response times will depend on demand and cannot therefore be guaranteed.

9.5 The help desk is for technical support only and cannot provide support on other matters, including legal questions. The help desk cannot respond to queries concerning an administrator’s, a registry user’s, a guest user’s or a searching person’s:
   (a) computer or network system;
   (b) system security policies;
   (c) Internet access, including its connectivity and performance; or
   (d) browser.

Section 10

SIGN-UP AND APPROVAL — REGISTRY USER ENTITY AND ADMINISTRATOR
(Section 4 of the Regulations)

10.1 In connection with approvals under Section 4.1 of the Regulations, the proposed administrator of a proposed registry user entity shall complete and electronically submit to the Registrar, through the website, the form for approval of:
   (a) a registry user entity; and
(b) an administrator of that entity.

Information designated as mandatory on the form shall be provided. Information designated as optional on the form may be provided. Names of organizations and persons must be their correct legal names. In exceptional cases (e.g. where the space on the form is insufficient), prior approval of the Registrar for using a name other than the correct legal name must be sought by email. A proposed registry user entity shall also electronically submit to the Registrar, with proper signature, confirmation that a proposed administrator is entitled to act in that capacity. At the specific request of the Registrar, such confirmation shall be provided in hardcopy on the entity’s letterhead with proper signature. All applications for approval shall include acceptance of the Regulations and these Procedures and of the website terms and conditions governing the access to and use of the International Registry.

10.2 All applications for approval must be accompanied by full payment (using only payment methods that are permitted by the Registrar from time to time) of the appropriate non-refundable fee, together with value added tax (VAT), if required by law. The proposed administrator will be presented with a summary of the amount (in U.S. dollars) to be paid and prompted to enter the required payment details. Once such payment details have been submitted and validated, payment will be taken from the relevant account and that person will be presented with a confirmation screen and the option to save a digital copy of the invoice.

10.3 All applications for approvals will be acknowledged to the email address provided on the submitted application form.

10.4 The proposed administrator shall promptly reply to requests for additional information from the Registrar in connection with the approval process. Such requests, made at the sole discretion of the Registrar, shall be consistent with applicable privacy law.

10.5 If satisfied with the information provided, the Registrar shall issue to the proposed administrator, in electronic form, the Registrar’s approval and a notification of the URL at which the administrator can access his/her digital certificate, together with appropriate instructions on its use.

10.6 The Registrar shall issue its approval (if given) as soon as is reasonably practicable and will endeavour to complete the approval process within 48 hours of
receipt of the application.

10.7 Once the Registrar has issued its approval, the administrator shall test his/her ability to access the website.

10.8 The Registrar shall not approve a registry user entity or an administrator where the Registrar believes that the requirements of Section 4.1 of the Regulations have not been met. In such a case, the Registrar, if requested in writing shall:

(a) specify in writing, via email, the reasons why such requirements have not been met; and

(b) provide the applicant with a reasonable opportunity to take corrective action.

If not corrected, at the sole discretion of the Registrar, the application shall be declined. Refusal of an application shall not prevent an applicant from making a subsequent application for approval, provided that the requirements of these Procedures are fully complied with in respect thereto, and payment of the appropriate fee together with VAT (if applicable) is made.

10.9 The fee for issuing a replacement digital certificate shall be borne by the registry user entity. A person seeking a replacement digital certificate shall apply to the Registrar and follow the instructions specified on the website.

10.10 The Registrar may suspend or revoke the approval, or disable or block the account, of a registry user entity’s administrator or user at any time when:

(a) in its view, there exists a material risk of fraudulent registrations or other misuse, including the misuse of information referred to in Section 3.7 of the Regulations;

(b) the registry user entity’s administrator or user fails to renew his/her account and digital certificate in accordance with the Regulations and these Procedures; or

(c) the registry user entity’s administrator or user, or a transacting user that is under that entity’s control or under common control with it, has failed to perform its agreement pursuant to Section 5.4 (f) of the Regulations to pay the Registrar’s costs within 21 calendar days following a demand by the Registrar for such payment.
In any such case, the Registrar and the registry user entity shall take all reasonable steps to cooperate to expeditiously take corrective action appropriate under the circumstances; the back-up contact designated under Section 5.12 may be used as required.

The Registrar shall inform the Supervisory Authority when it takes an action under this Section 10.10 in response to paragraph (a) or (c).

The Registrar may review a decision to take an action under this Section 10.10 in response to paragraph (a) or (c) upon receipt of additional information.

Section 11

SIGN-UP AND APPROVAL — REGISTRY USER

(Section 4 of the Regulations)

11.1 In connection with the approval of registry users under Section 4.2 of the Regulations and Section 5.7 of these Procedures, a proposed registry user seeking to act on behalf of an approved registry user entity shall apply through the website, requesting electronic approval from the administrator of that registry user entity. The administrator shall electronically indicate his/her acceptance or rejection of such application through the website.

11.2 After a proposed registry user has received (i) the electronic approval from his/her registry user entity’s administrator and (ii) an email from the International Registry containing a link to the registry user’s digital certificate, such registry user should download the digital certificate to his/her computer.

Section 12

EFFECTING, AMENDING AND DISCHARGING REGISTRATIONS

(Sections 5 and 6 of the Regulations)

12.1 To effect, amend or discharge a registration, or transfer the right to consent to the discharge of a registration, a registering person shall:

(a) follow the relevant process and instructions specified on the website; and
APPENDIX III

(b) complete the electronic forms contained on the website, with the relevant information, including all registered information required by Section 5 of the Regulations.

Provided object identification information shall be used by a registering person, as required by Section 5 of the Regulations. To the extent such information is not provided, registered information shall be inserted by a registering person following the instructions specified on the website.

12.2 The Registrar shall draw the attention of users to the application of Section 5.2 of the Regulations and the terms of the notice and disclaimer each time a user makes use of provided object identification information and supplemental object identification materials.

12.3 Each named party, other than the registering party, required to consent under Article 20 of the Convention in order for a registration, amendment, discharge, or transfer of the right to consent to a discharge, to become effective shall be electronically requested to consent thereto, in accordance with Article 18 (1) (a) of the Convention, prior to that registration, amendment, discharge, or transfer of the right to consent to a discharge, becoming searchable. Once a registering person has entered all the relevant registered information on the website and has digitally signed it, each named party identified in the registration:

(a) will be notified thereof by email; and

(b) shall be given the opportunity to consent thereto, through the website, for a period of 36 hours.

In the event that any such named party fails to give its consent within the 36-hour period, the registration, amendment, discharge, or transfer of the right to consent to a discharge, will be automatically aborted.

12.4 Upon receipt of the final consent, the International Registry shall automatically issue a confirmation thereof by email to all parties entitled to receive a confirmation thereof under Section 6 of the Regulations, provided that the email addresses of all such parties have previously been provided.

12.5 An administrator may, at his/her sole discretion, authorize one or more of his/her approved registry users or professional users to effect, amend or discharge a registration, and to transfer the right to consent to the discharge of a registration. The
authorization may cover one or more aircraft objects. Several users with the same registry user entity may be authorized to work on the same aircraft object or objects. An administrator may, at any time, revoke an authorization he/she has given and grant further authorizations to qualifying registry users. The administrator of a professional user entity may renounce the authorizations granted to all the users of that entity on their behalf.

12.6 Upon receipt of a confirmation, any named party wishing to ensure that the respective entry has been correctly made may undertake a priority search.

12.7 Initiated, but not completed, registrations, amendments or discharges shall not appear on any search results.

Section 13

MAKING SEARCHES AND OBTAINING SEARCH RESULTS
(Section 7 of the Regulations)

13.1 Any person may, following payment of the required fee, search the International Registry, and that searching person shall:

(a) follow the relevant process and instructions specified on the website; and

(b) complete the electronic forms contained on the website, with the relevant information required by Section 7 of the Regulations.

13.2 The object of an informational search is to provide the searching person with sufficient information to perform a priority search.

13.3 An informational search listing shall be made available in electronic form to the person undertaking the search. For the avoidance of doubt, an informational search will not generate a search certificate. The Registrar shall not be liable in respect of the content of an informational search listing.

13.4 In making a priority search or a Contracting State search, the searching person shall state the name of the person or persons having the benefit of the search. The name of such person or persons shall appear on the priority search certificate or the
Appendix III

Contracting State search certificate, as the case may be. Beneficiaries may include:

(a) parties entering into, planning or forbearing from commercial transactions involving a named party of an aircraft object; or

(b) parties providing legal or other professional advice to, or insuring, the parties specified in Section 13.4 (a).

13.5 Priority search certificates and Contracting State search certificates shall be digitally signed by the Registrar and must be so signed in order to be valid. They shall be stored electronically by the Registrar. An electronic version thereof shall be issued and made available to the searching person. A printed version of either such certificate shall be made available upon payment of the required fee.

13.6 The fees for priority searches performed by governments of Contracting States may be waived pursuant to arrangements made with the Registrar.

13.7 The object of a registry user entity search is to facilitate users of the International Registry in applying for accounts, making registrations, and requesting and granting authorizations to make registrations, and for no other purpose.

13.8 The object of a self-search is to allow a transacting user entity (including any of its controlled entities), through its administrator, to generate priority search certificates for all aircraft objects, or sub-set thereof, in which it is a named party. A self-search shall be made available only to the administrator of the transacting user entity or the controlled entity upon which it is performed.

Section 14

COMPLAINTS

(Section 8 of the Regulations)

14.1 In accordance with Section 8 of the Regulations, any person may submit a complaint to the Registrar under Section 8.1 or 8.3 of the Regulations through the “complaints” section of the website or by email as specified on the website. The receipt of a complaint shall be promptly acknowledged by the Registrar.

14.2 Each complaint shall include a written statement containing full details of the facts said to give rise to the complaint.
14.3 The Registrar shall respond to the complaint or state why it is not able to do so, within 15 calendar days of receipt of the complaint or, if later, receipt of the full facts statement. The Registrar shall transmit to the Supervisory Authority a copy of the complaint and the Registrar’s response.

14.4 Where a complaint is made under Section 8.1 of the Regulations:

(a) if, within 30 calendar days of making the complaint, the person does not consider that the complaint has been or is being satisfactorily addressed by the Registrar, that person may submit the complaint to the Supervisory Authority (with a copy to the Registrar) for further consideration. Submission of the complaint to the Supervisory Authority shall be made stating the full facts of the case either by email or by letter or facsimile to:

International Civil Aviation Organization
Supervisory Authority of the International Registry
c/o Legal Affairs and External Relations Bureau
999 Robert-Bourassa Boulevard
Montréal, Quebec
Canada H3C 5H7
Fax: +1 514-954-8032
Email: LEB@icao.int

(b) If the Supervisory Authority determines that changes to the procedures or policies of the International Registry are appropriate, it will instruct the Registrar to make such changes.

14.5 Where a complaint meets the requirements of Section 8.3 of the Regulations:

(a) the Registrar may contact the registering party and, where different, the named party listed as the holder of the unilateral registration, to request additional information relating to:

(i) whether the requirements of Section 5.4, 5.10 or 5.20 have been met;

(ii) the complaint and its subject registration; or

(iii) the Registrar’s evaluation of such complaint,
and the response shall be provided to the Registrar within 5 calendar days;

(b) the Registrar may, if it deems necessary for the purpose of its evaluation, seek information relating to the registration from the relevant entry point;

(c) where, upon review of the documentary evidence and other relevant information received under the Regulations and these Procedures, the Registrar determines there exists a material risk of misuse of the system, it may take action in accordance with Section 10.10;

(d) the Registrar may make all correspondence and evidence in relation to a complaint under Section 8.3 of the Regulations available to a court.

No complaint under Section 8.3 of the Regulations may be submitted to the Supervisory Authority.

Section 15

CLAIMS AGAINST THE REGISTRAR

(Section 14 of the Regulations)

15.1 Claims may be brought against the Registrar under Article 28 of the Convention for loss suffered as defined in Section 14 of the Regulations. In accordance with Article 28 (2), the Registrar shall not be liable for factual inaccuracy of registered information received by the Registrar or transmitted by the Registrar in the form in which it received that information nor for acts or circumstances for which the Registrar and its officers and employees are not responsible and arising prior to receipt of registered information at the International Registry.

15.2 All such claims shall be notified in writing to the Registrar by email or facsimile, and by post at:

Aviareto Ltd.
Suite 5
Plaza 255
Blanchardstown Corporate Park 2
Blanchardstown
Dublin 15
and shall include a full statement of the facts giving rise to the claim pursuant to Article 28 of the Convention. Such statement shall be provided to the Registrar within three (3) months of the person becoming aware of the existence of the claim.

15.3 All such claims shall be subject to a consultation period during which the claimant and the Registrar will in good faith attempt to resolve the claim. The consultation period shall be three (3) months from the date the Registrar receives notification of the claim, or the statement of facts (if later). The three-month period may be extended by mutual agreement of the parties.

15.4 If, following the consultation period, the claim has not been resolved, the parties are encouraged to engage in mediation, conciliation, arbitration or other dispute resolution process but the claimant may, subject to the procedural requirements of the applicable law, commence proceedings against the Registrar in accordance with Articles 28 and 44 of the Convention.

15.5 Nothing in these Procedures shall:

(a) operate to extend any limitation period applicable under the applicable law; or

(b) affect a party’s right to commence proceedings where otherwise a limitation period would expire.

Section 16

CONFIDENTIALITY

(Section 9 of the Regulations)

The Registrar shall keep all information in the International Registry confidential, except where it is:

(a) documentary evidence provided to the Registrar under the Regulations;

(b) provided in response to a priority search, a Contracting State search, an informational search or a registry user entity search, or made electronically
APPENDIX III

available to enable registry users to effect, amend or discharge registrations;
(c) requested under Article 27 (5) of the Convention, or provided to the Supervisory Authority at the latter’s request;
(d) submitted by the Registrar in court proceedings under Article 44 of the Convention; or
(e) used for the purposes of the statistics required by Section 10 of the Regulations for the International Registry.

Section 17

NOTIFICATIONS

The Registrar may notify an administrator or a registry user entity, by email to the current email address provided by or for that person, of any matters affecting the International Registry. Any such notification shall be presumed to have been received 24 hours after it was sent.

Section 18

FEES

(Section 13 of the Regulations)

All applicable fees shall be paid in advance. The current fee schedule is set out in the Appendix to these Procedures and may be adjusted from time to time by the Supervisory Authority, as provided by the Convention and the Protocol.

Section 19

PUBLICATION

(Section 16 of the Regulations)

19.1 The authentic version of these Procedures shall be published in an official publication of the Supervisory Authority.

19.2 The Registrar shall make an electronic version of these Procedures, as may be amended, available to the public at no cost by publishing it on the website.
Section 20

AMENDMENTS
(Section 17 of the Regulations)

20.1 Requests for amendments to these Procedures may be submitted by the Registrar to the Supervisory Authority, which shall consider such amendments.

20.2 The authentic version of any amendments to these Procedures approved by the Supervisory Authority shall be published in an official publication of the Supervisory Authority.

Section 21

EFFECTIVE DATES
(Section 18 of the Regulations)

Any amendments to these Procedures shall take effect one calendar month after the date of their publication unless otherwise determined by the Supervisory Authority.
Appendix

Fee Schedule

1. FEES FOR USING THE INTERNATIONAL REGISTRY

User set-up fee

1.1 No person may register with the International Registry without having paid a “user set-up fee”.

1.2 The user set-up fee in respect of a controlled entity, a “controlled entity set-up fee”, shall be payable upon approval of the controlled entity by the administrator of an approved transacting user entity.

1.3 User set-up fees are set out in Table 1. These fees include the provision of a public key infrastructure (PKI) certificate that is installed on the user workstation. In the event of this certificate being lost or destroyed, a new certificate will be supplied on payment of a “lost certificate fee” as set out in Table 1.

Registration fee

1.4 A single registration fee shall be charged for all registrations initiated by the same registering party during a “registration session”, defined to mean one session with the International Registry permitting “all registrations” relating to:

(a) one airframe and all engines regularly used thereon (or any subset thereof or any individual engine); or

(b) one helicopter.

For this purpose, “all registrations” means all registrations reflecting transactions, including a transfer of the right to consent to a discharge, or an amendment or a discharge relating to the object or objects set out in paragraph 1.4 (a) or (b) entered into within a period of 24 hours from the time of the initiation of the registration session, including those reflecting different or multiple types of registrations permitted under the Convention and the Protocol without limitation in number (e.g. an international interest (leasing agreement), a second international interest (security agreement), a third international interest (a second security agreement), subordination (of the second international interest to the first), and an assignment of one or more of the international
interests). A “registration session” will last for 24 hours for the purposes of the “registration fee”.

1.5 That single registration fee shall be defined as the “registration fee”, the amount of which is set out in Table 1.

1.6 Spare engines (i.e. further engines beyond the number normally fitted to an airframe) that are to be registered with an airframe during a single registration session will be subject to an additional “spare engine fee”, the amount of which is set out in Table 1.

Priority search fee

1.7 A “priority search fee” for each priority search certificate is set out in Table 1.

1.7.1 A “priority search machine-readable format fee” for each priority search certificate in machine-readable format is set out in Table 1.

Entity name change fee

1.8 An “entity name change fee” shall apply for each submitted name change notification request.

Table 1. Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee (in U.S. dollars)</th>
</tr>
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<tbody>
<tr>
<td>Controlled entity set-up fee (1 year)</td>
<td>180</td>
</tr>
<tr>
<td>User set-up fee (1 year)</td>
<td>200</td>
</tr>
<tr>
<td>Registration fee</td>
<td>100</td>
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<tr>
<td>Replacement administrator fee</td>
<td>50</td>
</tr>
<tr>
<td>Entity name change fee</td>
<td>200</td>
</tr>
<tr>
<td>Spare engine fee</td>
<td>50</td>
</tr>
<tr>
<td>Priority search fee</td>
<td>22</td>
</tr>
<tr>
<td>Priority search machine-readable format fee</td>
<td>10</td>
</tr>
<tr>
<td>Lost certificate fee</td>
<td>10</td>
</tr>
</tbody>
</table>
APPENDIX III

2. PROCEDURE FOR ADJUSTMENT OF FEES

2.1 The fees are subject to periodic review by the Supervisory Authority, in consultation with the Registrar. New fees may then be set by the Supervisory Authority, based upon anticipated volume at that point, taking into account:

(a) the Registrar's cash reserves for working capital;
(b) the level of insurance required by the Supervisory Authority;
(c) any litigation budget required by the Supervisory Authority or the Registrar above that contained in the cost schedule;
(d) the Supervisory Authority costs;
(e) any service enhancements requested by the Supervisory Authority or suggested by the Registrar;
(f) the transaction volume achieved by the International Registry and the variation from the transaction volume projected by the Registrar; and
(g) any other relevant factors.

3. IRISH VAT

Users will be invited to state their country of residence as part of their user profile and, if based in the European Union, will be asked for a company VAT number that will determine the application of Irish VAT (applies to Irish and European Union users). Under current legislation, European VAT is not applicable to services delivered to parties outside of Europe (therefore users outside of the European Union are not subject to VAT).
APPENDIX IV

FINAL ACT

of the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol held under the joint auspices of the International Institute for the Unification of Private Law and The International Civil Aviation Organization at Cape Town from 29 October to 16 November 2001

The Plenipotentiaries at the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol, held under the joint auspices of the International Institute for the Unification of Private Law and the International Civil Aviation Organization, met at Cape Town, at the invitation of the Government of the Republic of South Africa, from 29 October to 16 November 2001 for the purpose of considering the draft Convention on International Interests in Mobile Equipment and the draft Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment, prepared by three Joint Sessions of a Committee of Governmental Experts of the International Institute for the Unification of Private Law and a Legal Sub-Committee of the International Civil Aviation Organization, as well as by the Legal Committee of the International Civil Aviation Organization.

The Governments of the following fifty-nine States were represented at the Conference and presented credentials in due and proper form:

Angola, the Republic of
Argentine Republic, the
Australia
Bahrain, the State of
Belgium, the Kingdom of
Benin, the Republic of
Botswana, the Republic of
Brazil, the Federative Republic of
Burundi, the Republic of
Cameroon, the Republic of
Canada
Chile, the Republic of
China, the People’s Republic of

Congo, the Republic of the
Costa Rica, the Republic of
Côte d’Ivoire, the Republic of
Cuba, the Republic of
Czech Republic, the
Egypt, the Arab Republic of
Ethiopia, Federal Democratic Republic of
Finland, the Republic of
French Republic, the
Germany, the Federal Republic of
Ghana, the Republic of
Hellenic Republic, the
India, the Republic of
Iran, the Islamic Republic of
Ireland
Italian Republic, the
Jamaica
Japan
Jordan, the Hashemite Kingdom of
Kenya, the Republic of
Lebanese Republic, the
Lesotho, the Kingdom of
Libyan Arab Jamahiriya, the Socialist People’s
Malawi, the Republic of
Mexican States, the United
Namibia, the Republic of
Netherlands, the Kingdom of the
Nigeria, the Federal Republic of
Oman, the Sultanate of
Pakistan, the Islamic Republic of
Republic of Korea, the
Russian Federation, the
Singapore, the Republic of
South Africa, the Republic of
Spain, the Kingdom of
Sudan, the Republic of the
Sweden, the Kingdom of
Swiss Confederation, the
Thailand, the Kingdom of
Tonga, the Kingdom of
Turkey, the Republic of
Uganda, the Republic of,
United Arab Emirates the
United Kingdom of Great Britain and Northern Ireland, the
United Republic of Tanzania, the
United States of America, the

The following eleven international Organisations and groups were represented by Observers:

African Civil Aviation Commission (AFCAC)
Aviation Working Group (AWG)
European Organisation for the Safety of Air Navigation (EUROCONTROL)
European Community
Hague Conference on Private International Law
International Air Transport Association (IATA)
Intergovernmental Organisation for International Carriage by Rail (OTIF)
International Mobile Satellite Organization (IMSO)
Rail Working Group (RWG)
Space Working Group (SWG)
United Nations

The Conference unanimously elected as President Mr. Medard Rutoijo Rwelamira (South Africa) and further unanimously elected as Vice-Presidents:

First Vice-President – Mr. Harold S. Burman (United States)
Second Vice-President – Mr. Gao Hongfeng (China)
Third Vice-President – Mr. Souleiman Eid (Lebanon)
Fourth Vice-President – Mr. Jório Salgado Gama Filho (Brazil)
Fifth Vice-President – Mr. John Atwood (Australia)

The Joint Secretariat of the Conference was the following:

For the International Institute for the Unification of Private Law:

Secretary General – Mr. Herbert Kronke, Secretary-General
Executive Secretary – Mr. Martin Stanford, Principal Research Officer
Deputy Secretary and Conference Officer – Ms. Marina Schneider, Research Officer
Deputy Secretary – Ms. Frédérique Mestre, Research Officer
Assistant Secretary – Ms. Lena Peters, Research Officer

For the International Civil Aviation Organization:

Secretary General – Mr. Ludwig Weber, Director of the Legal Bureau
Executive Secretary – Mr. Silvério Espínola, Principal Legal Officer
Deputy Secretary – Mr. Jiefang Huang, Legal Officer
Assistant Secretary – Mr. Arie Jakob, Legal Officer
Conference Officer – Mr. Michael J. Blanch, Chief, Conference & Office Services Section

Other officials of both Organisations also provided services to the Conference.

The Conference established a Commission of the Whole, composed of all States represented at the Conference, which was chaired by Mr. Antti T. Leinonen (Finland), and the following Committees:

Credentials Committee

Chairman: Mrs. Joyce Thompson (Ghana)

Members: Costa Rica
          Ghana
          Oman
          Singapore
          Spain
Following its deliberations, the Conference adopted the texts of the *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*. 
The said Convention and Protocol have been opened for signature at Cape Town this day.

The texts of the said Convention and Protocol are subject to verification by the Joint Secretariat of the Conference under the authority of the President of the Conference within a period of ninety days from the date hereof as to the linguistic changes required to bring the texts in the different languages into conformity with one another.

The Conference furthermore adopted by consensus the following Resolutions: (*)

IN WITNESS WHEREOF the Delegates,

GRATEFUL to the Government of the Republic of South Africa for having invited the Conference to South Africa and for its generous hospitality,

HAVE SIGNED this Final Act.

DONE at Cape Town on the sixteenth day of November of the year two thousand and one in two originals of which the English, Arabic, Chinese, French, Russian and Spanish languages are equally authentic. The Convention and the Protocol shall be deposited with the International Institute for the Unification of Private Law. A certified copy of each instrument shall be delivered by the said Organisation to the Governments of each of the negotiating States.

(*) The texts of the five Resolutions adopted by the Diplomatic Conference are reproduced in Appendices V, VI, VII, VIII and IX respectively.
RESOLUTION NO. 1

relating to the Consolidated Text of the 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

MINDFUL of the objectives of the 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;

DESIROUS of facilitating the application and implementation of the Convention and the Protocol;

TAKING INTO ACCOUNT Article 6, paragraph 1 of the Convention, which states that the Convention and the Protocol shall be read and interpreted together as a single instrument;

HAVING AGREED to entrust the Joint Secretariat of the Conference, namely the Secretariats of the International Institute for the Unification of Private Law (UNIDROIT) and of the International Civil Aviation Organization (ICAO), with the drawing up of a consolidated text to facilitate the implementation of the rules contained in the Convention and the Protocol in a user-friendly manner;

THE CONFERENCE:

HEREBY TAKES NOTE OF the Consolidated Text of the Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters specific to Aircraft Equipment as set out in the Attachment to this Resolution.
CONSOLIDATED TEXT

of the 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

THE STATES PARTIES,

AWARE of the need to acquire and use aircraft equipment of high value or particular
economic significance and to facilitate the financing of the acquisition and use
of such equipment in an efficient manner,

RECOGNISING the advantages of asset-based financing and leasing for this purpose
and desiring to facilitate these types of transaction by establishing clear rules
to govern them,

MINDFUL of the need to ensure that interests in such equipment are recognised and
protected universally,

DESIRING to provide broad and mutual economic benefits for all interested parties,

BELIEVING that such rules must reflect the principles underlying asset-based
financing and leasing and promote the autonomy of the parties necessary in
these transactions,

CONSCIOUS of the need to establish a legal framework for international interests in
such equipment and for that purpose to create an international registration
system for their protection,

MINDFUL of the principles and objectives of the Convention on International Civil
Aviation, signed at Chicago on 7 December 1944,

HAVE AGREED upon the following provisions:
CHAPTER I

SPHERE OF APPLICATION AND GENERAL PROVISIONS

Article 1 — Definitions

For the purposes of this Convention, “this Convention” means the Consolidated Text of the 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.

In this Convention, except where the context otherwise requires, the following terms are employed with the meanings set out below:

(a) “agreement” means a security agreement, a title reservation agreement or a leasing agreement;

(b) “aircraft” means aircraft as defined for the purposes of the Chicago Convention which are either airframes with aircraft engines installed thereon or helicopters;

(c) “aircraft engines” means aircraft engines (other than those used in military, customs or police services) powered by jet propulsion or turbine or piston technology and:

(i) in the case of jet propulsion aircraft engines, have at least 1750 lb of thrust or its equivalent; and

(ii) in the case of turbine-powered or piston-powered aircraft engines, have at least 550 rated take-off shaft horsepower or its equivalent, together with all modules and other installed, incorporated or attached accessories, parts and equipment and all data, manuals and records relating thereto;

(d) “aircraft objects” means airframes, aircraft engines and helicopters;

(e) “aircraft register” means a register maintained by a State or a common mark registering authority for the purposes of the Chicago Convention;

(f) “airframes” means airframes (other than those used in military, customs and police services) that, when appropriate aircraft engines are installed thereon, are type certified by the competent aviation authority to transport:

(i) at least eight (8) persons including crew; or
(ii) goods in excess of 2750 kilograms,

together with all installed, incorporated or attached accessories, parts and equipment
(other than aircraft engines), and all data, manuals and records relating thereto;

(g) “assignment” means a contract which, whether by way of security or
otherwise, confers on the assignee associated rights with or without a transfer of the
related international interest;

(h) “associated rights” means all rights to payment or other performance by
a debtor under an agreement which are secured by or associated with the aircraft object;

(i) “authorised party” means the party referred to in Article 25(3);

(j) “Chicago Convention” means the Convention on International Civil
Aviation, signed at Chicago on 7 December 1944, as amended, and its Annexes;

(k) “commencement of the insolvency proceedings” means the time at
which the insolvency proceedings are deemed to commence under the applicable
insolvency law;

(l) “common mark registering authority” means the authority maintaining
a register in accordance with Article 77 of the Chicago Convention as implemented by
the Resolution adopted on 14 December 1967 by the Council of the International
Civil Aviation Organization on nationality and registration of aircraft operated by
international operating agencies;

(m) “conditional buyer” means a buyer under a title reservation agreement;

(n) “conditional seller” means a seller under a title reservation agreement;

(o) “contract of sale” means a contract for the sale of an aircraft object by
a seller to a buyer which is not an agreement as defined in (a) above;

(p) “court” means a court of law or an administrative or arbitral tribunal
established by a Contracting State;

(q) “creditor” means a chargee under a security agreement, a conditional
seller under a title reservation agreement or a lessor under a leasing agreement;

(r) “debtor” means a chargor under a security agreement, a conditional
buyer under a title reservation agreement, a lessee under a leasing agreement or a
person whose interest in an aircraft object is burdened by a registrable non-consensual
right or interest;
“de-registration of the aircraft” means deletion or removal of the registration of the aircraft from its aircraft register in accordance with the Chicago Convention;

“guarantee contract” means a contract entered into by a person as guarantor;

“guarantor” means a person who, for the purpose of assuring performance of any obligations in favour of a creditor secured by a security agreement or under an agreement, gives or issues a suretyship or demand guarantee or a standby letter of credit or any other form of credit insurance;

“helicopters” means heavier-than-air machines (other than those used in military, customs or police services) supported in flight chiefly by the reactions of the air on one or more power-driven rotors on substantially vertical axes and which are type certified by the competent aviation authority to transport:

(i) at least five (5) persons including crew; or
(ii) goods in excess of 450 kilograms,

together with all installed, incorporated or attached accessories, parts and equipment (including rotors), and all data, manuals and records relating thereto;

“insolvency administrator” means a person authorised to administer the reorganisation or liquidation, including one authorised on an interim basis, and includes a debtor in possession if permitted by the applicable insolvency law;

“insolvency proceedings” means bankruptcy, liquidation or other collective judicial or administrative proceedings, including interim proceedings, in which the assets and affairs of the debtor are subject to control or supervision by a court for the purposes of reorganisation or liquidation;

“insolvency-related event” means:

(i) the commencement of the insolvency proceedings; or

(ii) the declared intention to suspend or actual suspension of payments by the debtor where the creditor’s right to institute insolvency proceedings against the debtor or to exercise remedies under this Convention is prevented or suspended by law or State action;

“interested persons” means:

(i) the debtor;
(ii) any guarantor;

(iii) any other person having rights in or over the aircraft object;

(aa) “internal transaction” means a transaction of a type listed in Article 2(2)(a) to (c) where the centre of the main interests of all parties to such transaction is situated, and the relevant aircraft object under Article 3(4) is located, in the same Contracting State at the time of the conclusion of the contract and where the interest created by the transaction has been registered in a national registry in that Contracting State which has made a declaration under Article 66(1);

(bb) “international interest” means an interest held by a creditor to which Article 2 applies;

(cc) “International Registry” means the international registration facilities established for the purposes of this Convention;

(dd) “leasing agreement” means an agreement by which one person (the lessor) grants a right to possession or control of an aircraft object (with or without an option to purchase) to another person (the lessee) in return for a rental or other payment;

(ee) “national interest” means an interest held by a creditor in an aircraft object and created by an internal transaction covered by a declaration under Article 66(1);

(ff) “non-consensual right or interest” means a right or interest conferred under the law of a Contracting State which has made a declaration under Article 52 to secure the performance of an obligation, including an obligation to a State, State entity or an intergovernmental or private organisation;

(gg) “notice of a national interest” means notice registered or to be registered in the International Registry that a national interest has been created;

(hh) “pre-existing right or interest” means a right or interest of any kind in or over an aircraft object created or arising before the effective date of this Convention as defined by Article 76(2)(a);

(ii) “primary insolvency jurisdiction” means the Contracting State in which the centre of the debtor’s main interests is situated, which for this purpose shall be deemed to be the place of the debtor’s statutory seat or, if there is none, the place where the debtor is incorporated or formed, unless proved otherwise;
(jj) “proceeds” means money or non-money proceeds of an aircraft object arising from the total or partial loss or physical destruction of the aircraft object or its total or partial confiscation, condemnation or requisition;

(kk) “prospective assignment” means an assignment that is intended to be made in the future, upon the occurrence of a stated event, whether or not the occurrence of the event is certain;

(ll) “prospective international interest” means an interest that is intended to be created or provided for in an aircraft object as an international interest in the future, upon the occurrence of a stated event (which may include the debtor’s acquisition of an interest in the aircraft object), whether or not the occurrence of the event is certain;

(mm) “prospective sale” means a sale which is intended to be made in the future, upon the occurrence of a stated event, whether or not the occurrence of the event is certain;

(nn) “registered” means registered in the International Registry pursuant to Chapter V;

(oo) “registered interest” means an international interest, a registrable non-consensual right or interest or a national interest specified in a notice of a national interest registered pursuant to Chapter V;

(pp) “registrable non-consensual right or interest” means a non-consensual right or interest registrable pursuant to a declaration deposited under Article 53;

(qq) “Registrar” means the person or body appointed under Articles 27(4)(b) and 28;

(rr) “registry authority” means the national authority or the common mark registering authority, maintaining an aircraft register in a Contracting State and responsible for the registration and de-registration of an aircraft in accordance with the Chicago Convention;

(ss) “regulations” means regulations made or approved by the Supervisory Authority pursuant to this Convention;

(tt) “sale” means a transfer of ownership of an aircraft object pursuant to a contract of sale;

(uu) “secured obligation” means an obligation secured by a security interest;
“security agreement” means an agreement by which a chargor grants or agrees to grant to a chargee an interest (including an ownership interest) in or over an aircraft object to secure the performance of any existing or future obligation of the chargor or a third person;

“security interest” means an interest created by a security agreement;

“State of registry” means, in respect of an aircraft, the State on the national register of which an aircraft is entered or the State of location of the common mark registering authority maintaining the aircraft register;

“Supervisory Authority” means the Supervisory Authority referred to in Article 27;

“title reservation agreement” means an agreement for the sale of an aircraft object on terms that ownership does not pass until fulfilment of the condition or conditions stated in the agreement;

“unregistered interest” means a consensual interest or non-consensual right or interest (other than an interest to which Article 52 applies) which has not been registered, whether or not it is registrable under this Convention; and

“writing” means a record of information (including information communicated by teletransmission) which is in tangible or other form and is capable of being reproduced in tangible form on a subsequent occasion and which indicates by reasonable means a person’s approval of the record.

Article 2 — The international interest

1. This Convention provides for the constitution and effects of an international interest in aircraft objects and associated rights.

2. For the purposes of this Convention, an international interest in aircraft objects is an interest, constituted under Article 10, in airframes, aircraft engines or helicopters:

   (a) granted by the chargor under a security agreement;

   (b) vested in a person who is the conditional seller under a title reservation agreement; or

   (c) vested in a person who is the lessor under a leasing agreement.
An interest falling within sub-paragraph (a) does not also fall within sub-paragraph (b) or (c).

3. The applicable law determines whether an interest to which the preceding paragraph applies falls within sub-paragraph (a), (b) or (c) of that paragraph.

4. An international interest in an aircraft object extends to proceeds of that aircraft object.

**Article 3 — Sphere of application**

1. This Convention applies when, at the time of the conclusion of the agreement creating or providing for the international interest, the debtor is situated in a Contracting State.

2. The fact that the creditor is situated in a non-Contracting State does not affect the applicability of this Convention.

3. Without prejudice to paragraph 1 of this Article, this Convention shall also apply in relation to a helicopter, or to an airframe pertaining to an aircraft, registered in an aircraft register of a Contracting State which is the State of registry, and where such registration is made pursuant to an agreement for registration of the aircraft it is deemed to have been effected at the time of the agreement.

4. For the purposes of the definition of “internal transaction” in Article 1 of this Convention:

   (a) an airframe is located in the State of registry of the aircraft of which it is a part;

   (b) an aircraft engine is located in the State of registry of the aircraft on which it is installed or, if it is not installed on an aircraft, where it is physically located; and

   (c) a helicopter is located in its State of registry,

at the time of the conclusion of the agreement creating or providing for the interest.

**Article 4 — Where debtor is situated**

1. For the purposes of Article 3(1), the debtor is situated in any Contracting State:

   (a) under the law of which it is incorporated or formed;
(b) where it has its registered office or statutory seat;
(c) where it has its centre of administration; or
(d) where it has its place of business.

2. A reference in sub-paragraph (d) of the preceding paragraph to the debtor's place of business shall, if it has more than one place of business, mean its principal place of business or, if it has no place of business, its habitual residence.

**Article 5 — Interpretation and applicable law**

1. In the interpretation of this Convention, regard is to be had to its purposes as set forth in the preamble, to its international character and to the need to promote uniformity and predictability in its application.

2. Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the applicable law.

3. References to the applicable law are to the domestic rules of the law applicable by virtue of the rules of private international law of the forum State.

4. Where a State comprises several territorial units, each of which has its own rules of law in respect of the matter to be decided, and where there is no indication of the relevant territorial unit, the law of that State decides which is the territorial unit whose rules shall govern. In the absence of any such rule, the law of the territorial unit with which the case is most closely connected shall apply.

**Article 6 — Application to sale and prospective sale**

The following provisions of this Convention apply as if references to an agreement creating or providing for an international interest were references to a contract of sale and as if references to an international interest, a prospective international interest, the debtor and the creditor were references to a sale, a prospective sale, the seller and the buyer, respectively:

- Articles 3 and 4;
- Article 26(1)(a);
- Article 32(4);
Article 33(1) (as regards registration of a contract of sale or a prospective sale); Article 38(2) (as regards a prospective sale); and Article 43.

In addition, the general provisions of Article 1, Article 5, Chapters IV to VII, Article 42 (other than Article 42(3) and (4)), Chapter X, Chapter XI (other than Article 55), Chapter XII and Chapter XIII (other than Article 76) shall apply to contract of sales and prospective sales.

Article 7 — Representative capacities

A person may enter into an agreement or a sale, and register an international interest in, or a sale of, an aircraft object, in an agency, trust or other representative capacity. In such case, that person is entitled to assert rights and interests under this Convention.

Article 8 — Description of aircraft objects

A description of an aircraft object that contains its manufacturer’s serial number, the name of the manufacturer and its model designation is necessary and sufficient to identify the aircraft object for the purposes of Articles 10(c) and 11(1)(c) of this Convention.

Article 9 — Choice of law

1. This Article applies only where a Contracting State has made a declaration pursuant to Article 71(1).

2. The parties to an agreement, or a contract of sale, or a related guarantee contract or subordination agreement may agree on the law which is to govern their contractual rights and obligations, wholly or in part.

3. Unless otherwise agreed, the reference in the preceding paragraph to the law chosen by the parties is to the domestic rules of law of the designated State or, where that State comprises several territorial units, to the domestic law of the designated territorial unit.
CHAPTER II

CONSTITUTION OF AN INTERNATIONAL INTEREST; CONTRACTS OF SALE

Article 10 — Formal requirements

An interest is constituted as an international interest under this Convention where the agreement creating or providing for the interest:

(a) is in writing;
(b) relates to an aircraft object of which the chargor, conditional seller or lessor has power to dispose;
(c) enables the aircraft object to be identified; and
(d) in the case of a security agreement, enables the secured obligations to be determined, but without the need to state a sum or maximum sum secured.

Article 11 — Formalities and effects of contracts of sale

1. For the purposes of this Convention, a contract of sale is one which:

(a) is in writing;
(b) relates to an aircraft object of which the seller has power to dispose; and
(c) enables the aircraft object to be identified in conformity with this Convention.

2. A contract of sale transfers the interest of the seller in the aircraft object to the buyer according to its terms.

CHAPTER III

DEFAULT REMEDIES

Article 12 — Remedies of chargee

1. In the event of default as provided in Article 17, the chargee may, to the extent that the chargor has at any time so agreed and subject to any declaration that may be made by a Contracting State under Article 70, exercise any one or more of the following remedies:
(a) take possession or control of any aircraft object charged to it;
(b) sell or grant a lease of any such aircraft object;
(c) collect or receive any income or profits arising from the management or use of any such aircraft object.

2. The chargee may alternatively apply for a court order authorising or directing any of the acts referred to in the preceding paragraph.

3. A chargee proposing to sell or grant a lease of an aircraft object under paragraph 1 shall give reasonable prior notice in writing of the proposed sale or lease to:
   (a) interested persons specified in Article 1(z)(i) and (ii); and
   (b) interested persons specified in Article 1(z)(iii) who have given notice of their rights to the chargee within a reasonable time prior to the sale or lease.

4. A chargee giving ten or more working days’ prior written notice of a proposed sale or lease to interested persons shall be deemed to satisfy the requirement of providing “reasonable prior notice” specified in the preceding paragraph. The foregoing shall not prevent a chargee and a chargor or a guarantor from agreeing to a longer period of prior notice.

5. Any sum collected or received by the chargee as a result of exercise of any of the remedies set out in paragraph 1 or 2 shall be applied towards discharge of the amount of the secured obligations.

6. Where the sums collected or received by the chargee as a result of the exercise of any remedy set out in paragraph 1 or 2 exceed the amount secured by the security interest and any reasonable costs incurred in the exercise of any such remedy, then unless otherwise ordered by the court the chargee shall distribute the surplus among holders of subsequently ranking interests which have been registered or of which the chargee has been given notice, in order of priority, and pay any remaining balance to the chargor.

**Article 13 — Vesting of aircraft object in satisfaction; redemption**

1. At any time after default as provided in Article 17, the chargee and all the interested persons may agree that ownership of (or any other interest of the chargor in) any aircraft object covered by the security interest shall vest in the chargee in or towards satisfaction of the secured obligations.
2. The court may on the application of the chargee order that ownership of (or any other interest of the chargor in) any aircraft object covered by the security interest shall vest in the chargee in or towards satisfaction of the secured obligations.

3. The court shall grant an application under the preceding paragraph only if the amount of the secured obligations to be satisfied by such vesting is commensurate with the value of the aircraft object after taking account of any payment to be made by the chargee to any of the interested persons.

4. At any time after default as provided in Article 17 and before sale of the charged aircraft object or the making of an order under paragraph 2, the chargor or any interested person may discharge the security interest by paying in full the amount secured, subject to any lease granted by the chargee under Article 12(1)(b) or ordered under Article 12(2). Where, after such default, the payment of the amount secured is made in full by an interested person other than the debtor, that person is subrogated to the rights of the chargee.

5. Ownership or any other interest of the chargor passing on a sale under Article 12(1)(b) or passing under paragraph 1 or 2 of this Article is free from any other interest over which the chargee’s security interest has priority under the provisions of Article 42.

**Article 14 — Remedies of conditional seller or lessor**

In the event of default under a title reservation agreement or under a leasing agreement as provided in Article 17, the conditional seller or the lessor, as the case may be, may:

(a) subject to any declaration that may be made by a Contracting State under Article 70, terminate the agreement and take possession or control of any aircraft object to which the agreement relates; or

(b) apply for a court order authorising or directing either of these acts.

**Article 15 — Additional remedies of creditor**

1. In addition to the remedies specified in Articles 12, 14 and 20, the creditor may, to the extent that the debtor has at any time so agreed and in the circumstances specified in such provisions:

(a) procure the de-registration of the aircraft; and
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(b) procure the export and physical transfer of the aircraft object from the territory in which it is situated.

2. The creditor shall not exercise the remedies specified in the preceding paragraph without the prior consent in writing of the holder of any registered interest ranking in priority to that of the creditor.

3. The registry authority in a Contracting State shall, subject to any applicable safety laws and regulations, honour a request for de-registration and export if:

   (a) the request is properly submitted by the authorised party under a recorded irrevocable de-registration and export request authorisation; and

   (b) the authorised party certifies to the registry authority, if required by that authority, that all registered interests ranking in priority to that of the creditor in whose favour the authorisation has been issued have been discharged or that the holders of such interests have consented to the de-registration and export.

4. A chargee proposing to procure the de-registration and export of an aircraft under paragraph 1 otherwise than pursuant to a court order shall give reasonable prior notice in writing of the proposed de-registration and export to:

   (a) interested persons specified in Article 1(z)(i) and (ii) of this Convention; and

   (b) interested persons specified in Article 1(z)(iii) of this Convention who have given notice of their rights to the chargee within a reasonable time prior to the de-registration and export.

**Article 16 — Additional remedies under applicable law**

Any additional remedies permitted by the applicable law, including any remedies agreed upon by the parties, may be exercised to the extent that they are not inconsistent with the mandatory provisions of this Chapter as set out in Article 22.

**Article 17 — Meaning of default**

1. The debtor and the creditor may at any time agree in writing as to the events that constitute a default or otherwise give rise to the rights and remedies specified in Articles 12 to 15 and 20.
2. Where the debtor and the creditor have not so agreed, “default” for the purposes of Articles 12 to 15 and 20 means a default which substantially deprives the creditor of what it is entitled to expect under the agreement.

**Article 18 — Debtor provisions**

1. In the absence of a default within the meaning of Article 17 of this Convention, the debtor shall be entitled to the quiet possession and use of the aircraft object in accordance with the agreement as against:

   (a) its creditor and the holder of any interest from which the debtor takes free pursuant to Article 42(5) or, in the capacity of buyer, Article 42(3) of this Convention, unless and to the extent that the debtor has otherwise agreed; and

   (b) the holder of any interest to which the debtor’s right or interest is subject pursuant to Article 42(5) or, in the capacity of buyer, Article 42(4) of this Convention, but only to the extent, if any, that such holder has agreed.

2. Nothing in this Convention affects the liability of a creditor for any breach of the agreement under the applicable law in so far as that agreement relates to an aircraft object.

**Article 19 — Standard for exercising remedies**

Any remedy given by this Convention in relation to an aircraft object shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the agreement except where such a provision is manifestly unreasonable.

**Article 20 — Relief pending final determination**

1. Subject to any declaration that it may make under Article 71(2), a Contracting State shall ensure that a creditor who adduces evidence of default by the debtor may, pending final determination of its claim and to the extent that the debtor has at any time so agreed, obtain from a court speedy relief in the form of such one or more of the following orders as the creditor requests:

   (a) preservation of the aircraft object and its value;

   (b) possession, control or custody of the aircraft object;

   (c) immobilisation of the aircraft object;
(d) lease or, except where covered by sub-paragraphs (a) to (c), management of the aircraft and the income therefrom; and

(e) if at any time the debtor and the creditor specifically agree, sale and application of proceeds therefrom.

2. For the purposes of the preceding paragraph, “speedy” in the context of obtaining relief means within such number of working days from the date of filing of the application for relief as is specified in a declaration made by the Contracting State in which the application is made.

3. Ownership or any other interest of the debtor passing on a sale under sub-paragraph (e) of paragraph 1 of this Article is free from any other interest over which the creditor’s international interest has priority under the provisions of Article 42 of this Convention.

4. In making any order under paragraph 1 of this Article, the court may impose such terms as it considers necessary to protect the interested persons in the event that the creditor:

(a) in implementing any order granting such relief, fails to perform any of its obligations to the debtor under this Convention; or

(b) fails to establish its claim, wholly or in part, on the final determination of that claim.

5. The creditor and the debtor or any other interested person may agree in writing to exclude the application of the preceding paragraph.

6. Before making any order under paragraph 1, the court may require notice of the request to be given to any of the interested persons.

7. With regard to the remedies in Article 15(1):

(a) they shall be made available by the registry authority and other administrative authorities, as applicable, in a Contracting State no later than five working days after the creditor notifies such authorities that the relief specified in Article 15(1) is granted or, in the case of relief granted by a foreign court, recognised by a court of that Contracting State, and that the creditor is entitled to procure those remedies in accordance with this Convention; and

(b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.
8. Nothing in the preceding paragraphs affects the application of Article 19 or limits the availability of forms of interim relief other than those set out in paragraph 1.

9. Paragraphs 2 and 7 shall not affect any applicable aviation safety laws and regulations.

10. Paragraphs 1, 2, 3, 5, 7 and 9 of this Article apply only where a Contracting State has made a declaration under Article 71(2) and to the extent stated in such declaration.

Article 21 — Procedural requirements

Subject to Article 70(2), any remedy provided by this Chapter shall be exercised in conformity with the procedure prescribed by the law of the place where the remedy is to be exercised.

Article 22 — Derogation

Any two or more of the parties referred to in this Chapter may at any time, by agreement in writing, exclude the application of Article 23 and, in their relations with each other, derogate from or vary the effect of any of the preceding provisions of this Chapter, except as stated in Articles 12(3) to (6), 13(3) and (4), 15(2), 19, 20 and 21.

Article 23 — Remedies on insolvency

1. This Article applies only where a Contracting State that is the primary insolvency jurisdiction has made a declaration pursuant to Article 71(3).

Alternative A

2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, shall, subject to paragraph 7, give possession of the aircraft object to the creditor no later than the earlier of

   (a) the end of the waiting period; and

   (b) the date on which the creditor would be entitled to possession of the aircraft object if this Article did not apply.
3. For the purposes of this Article, the “waiting period” shall be the period specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.

4. References in this Article to the “insolvency administrator” shall be to that person in its official, not in its personal, capacity.

5. Unless and until the creditor is given the opportunity to take possession under paragraph 2:
   
   (a) the insolvency administrator or the debtor, as applicable, shall preserve the aircraft object and maintain it and its value in accordance with the agreement; and
   
   (b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.

6. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the aircraft object under arrangements designed to preserve the aircraft object and maintain it and its value.

7. The insolvency administrator or the debtor, as applicable, may retain possession of the aircraft object where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement. A second waiting period shall not apply in respect of a default in the performance of such future obligations.

8. With regard to the remedies in Article 15(1):
   
   (a) they shall be made available by the registry authority and the administrative authorities in a Contracting State, as applicable, no later than five working days after the date on which the creditor notifies such authorities that it is entitled to procure those remedies in accordance with this Convention; and
   
   (b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.

9. No exercise of remedies permitted by this Convention may be prevented or delayed after the date specified in paragraph 2.

10. No obligations of the debtor under the agreement may be modified without the consent of the creditor.
11. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.

12. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 52, shall have priority in insolvency proceedings over registered interests.

13. The provisions of this Convention shall apply to the exercise of any remedies under this Article.

*Alternative B*

2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, upon the request of the creditor, shall give notice to the creditor within the time specified in a declaration of a Contracting State pursuant to Article 71(3) whether it will:

   (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or

   (b) give the creditor the opportunity to take possession of the aircraft object, in accordance with the applicable law.

3. The applicable law referred to in sub-paragraph (b) of the preceding paragraph may permit the court to require the taking of any additional step or the provision of any additional guarantee.

4. The creditor shall provide evidence of its claims and proof that its international interest has been registered.

5. If the insolvency administrator or the debtor, as applicable, does not give notice in conformity with paragraph 2, or when the insolvency administrator or the debtor has declared that it will give the creditor the opportunity to take possession of the aircraft object but fails to do so, the court may permit the creditor to take possession of the aircraft object upon such terms as the court may order and may require the taking of any additional step or the provision of any additional guarantee.

6. The aircraft object shall not be sold pending a decision by a court regarding the claim and the international interest.
Article 24 — Insolvency assistance

1. This Article applies only where a Contracting State has made a declaration pursuant to Article 71(1).

2. The courts of a Contracting State in which an aircraft object is situated shall, in accordance with the law of the Contracting State, co-operate to the maximum extent possible with foreign courts and foreign insolvency administrators in carrying out the provisions of Article 23.

Article 25 — De-registration and export request authorisation

1. This Article applies only where a Contracting State has made a declaration pursuant to Article 71(1).

2. Where the debtor has issued an irrevocable de-registration and export request authorisation substantially in the form annexed to this Convention and has submitted such authorisation for recordation to the registry authority, that authorisation shall be so recorded.

3. The person in whose favour the authorisation has been issued (the “authorised party”) or its certified designee shall be the sole person entitled to exercise the remedies specified in Article 15(1) and may do so only in accordance with the authorisation and applicable aviation safety laws and regulations. Such authorisation may not be revoked by the debtor without the consent in writing of the authorised party. The registry authority shall remove an authorisation from the registry at the request of the authorised party.

4. The registry authority and other administrative authorities in Contracting States shall expeditiously co-operate with and assist the authorised party in the exercise of the remedies specified in Article 15.

CHAPTER IV

THE INTERNATIONAL REGISTRATION SYSTEM

Article 26 — The International Registry

1. An International Registry shall be established for registrations of:
APPENDIX V

(a) international interests, prospective international interests and registrable non-consensual rights and interests;

(b) assignments and prospective assignments of international interests;

(c) acquisitions of international interests by legal or contractual subrogations under the applicable law;

(d) notices of national interests; and

(e) subordinations of interests referred to in any of the preceding sub-paragraphs.

2. For the purposes of this Chapter and Chapter V, the term “registration” includes, where appropriate, an amendment, extension or discharge of a registration.

Article 27 — The Supervisory Authority

1. There shall be a Supervisory Authority which shall be the international entity designated by a Resolution adopted by the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol.

2. Where the international entity referred to in the preceding paragraph is not able and willing to act as Supervisory Authority, a Conference of Signatory and Contracting States shall be convened to designate another Supervisory Authority.

3. The Supervisory Authority may establish a commission of experts, from among persons nominated by Signatory and Contracting States and having the necessary qualifications and experience, and entrust it with the task of assisting the Supervisory Authority in the discharge of its functions.

4. The Supervisory Authority shall:

   (a) establish or provide for the establishment of the International Registry;

   (b) appoint and dismiss the Registrar;

   (c) ensure that any rights required for the continued effective operation of the International Registry in the event of a change of Registrar will vest in or be assignable to the new Registrar;

   (d) after consultation with the Contracting States, make or approve and ensure the publication of regulations dealing with the operation of the International Registry;
(e) establish administrative procedures through which complaints concerning the operation of the International Registry can be made to the Supervisory Authority;

(f) supervise the Registrar and the operation of the International Registry;

(g) at the request of the Registrar, provide such guidance to the Registrar as the Supervisory Authority thinks fit;

(h) set and periodically review the structure of fees to be charged for the services and facilities of the International Registry;

(i) do all things necessary to ensure that an efficient notice-based electronic registration system exists to implement the objectives of this Convention; and

(j) report periodically to Contracting States concerning the discharge of its obligations under this Convention.

5. The Supervisory Authority may enter into any agreement requisite for the performance of its functions including any agreement referred to in Article 40(3).

6. The Supervisory Authority shall own all proprietary rights in the data bases and archives of the International Registry.

7. The first regulations shall be made by the Supervisory Authority so as to take effect upon the entry into force of the Convention and the Protocol.

Article 28 — The Registrar

1. The first Registrar shall operate the International Registry for a period of five years from the date of entry into force of the Convention and the Protocol. Thereafter, the Registrar shall be appointed or re-appointed at regular five-yearly intervals by the Supervisory Authority.

2. The Registrar shall ensure the efficient operation of the International Registry and perform the functions assigned to it by this Convention and the regulations.

3. The fees referred to in Article 27(4)(h) shall be determined so as to recover the reasonable costs of establishing, operating and regulating the International Registry and the reasonable costs of the Supervisory Authority associated with the performance of the functions, exercise of the powers, and discharge of the duties contemplated by Article 27(4) of this Convention.
Article 29 — Designated entry points

1. Subject to paragraph 2, a Contracting State may at any time designate an entity or entities in its territory as the entry point or entry points through which there shall or may be transmitted to the International Registry information required for registration other than registration of a notice of a national interest or a right or interest under Article 53 in either case arising under the laws of another State. A Contracting State making such a designation may specify the requirements, if any, to be satisfied before such information is transmitted to the International Registry.

2. A designation made under the preceding paragraph may permit, but not compel, use of a designated entry point or entry points for information required for registrations in respect of aircraft engines.

Article 30 — Working hours of the registration facilities

The centralised functions of the International Registry shall be operated and administered by the Registrar on a twenty-four hour basis. The various entry points shall be operated at least during working hours in their respective territories.

CHAPTER V

MODALITIES OF REGISTRATION

Article 31 — Registration requirements

1. In accordance with this Convention, the regulations shall specify the requirements, including the criteria for the identification of the aircraft object:

   (a) for effecting a registration (which shall include provision for prior electronic transmission of any consent from any person whose consent is required under Article 33);

   (b) for making searches and issuing search certificates; and, subject thereto,

   (c) for ensuring the confidentiality of information and documents of the International Registry other than information and documents relating to a registration.

2. The Registrar shall not be under a duty to enquire whether a consent to registration under Article 33 has in fact been given or is valid.
3. Where an interest registered as a prospective international interest becomes an international interest, no further registration shall be required provided that the registration information is sufficient for a registration of an international interest.

4. The Registrar shall arrange for registrations to be entered into the International Registry data base and made searchable in chronological order of receipt, and the file shall record the date and time of receipt.

**Article 32 — Validity and time of registration**

1. A registration shall be valid only if made in conformity with Article 33.

2. A registration, if valid, shall be complete upon entry of the required information into the International Registry data base so as to be searchable.

3. A registration shall be searchable for the purposes of the preceding paragraph at the time when:
   
   (a) the International Registry has assigned to it a sequentially ordered file number; and
   
   (b) the registration information, including the file number, is stored in durable form and may be accessed at the International Registry.

4. If an interest first registered as a prospective international interest becomes an international interest, that international interest shall be treated as registered from the time of registration of the prospective international interest provided that the registration was still current immediately before the international interest was constituted as provided by Article 10.

5. The preceding paragraph applies with necessary modifications to the registration of a prospective assignment of an international interest.

6. A registration pertaining to an aircraft object shall be searchable in the International Registry data base according to the name of its manufacturer, its manufacturer’s serial number and its model designation, supplemented as necessary to ensure uniqueness. Such supplementary information shall be specified in the regulations.

**Article 33 — Consent to registration**

1. An international interest, a prospective international interest or an assignment or prospective assignment of an international interest may be registered, and any such
registration amended or extended prior to its expiry, by either party with the consent in writing of the other.

2. The subordination of an international interest to another international interest may be registered by or with the consent in writing at any time of the person whose interest has been subordinated.

3. A registration may be discharged by or with the consent in writing of the party in whose favour it was made.

4. The acquisition of an international interest by legal or contractual subrogation may be registered by the subrogee.

5. A registrable non-consensual right or interest may be registered by the holder thereof.

6. A notice of a national interest may be registered by the holder thereof.

**Article 34 — Duration of registration**

1. Registration of an international interest remains effective until discharged or until expiry of the period specified in the registration.

2. Registration of a contract of sale remains effective indefinitely. Registration of a prospective sale remains effective unless discharged or until expiry of the period, if any, specified in the registration.

**Article 35 — Searches**

1. Any person may, in the manner prescribed by this Convention and the regulations, make or request a search of the International Registry by electronic means concerning interests or prospective international interests registered therein.

2. Upon receipt of a request therefor, the Registrar, in the manner prescribed by the regulations, shall issue a registry search certificate by electronic means with respect to any aircraft object:

   (a) stating all registered information relating thereto, together with a statement indicating the date and time of registration of such information; or

   (b) stating that there is no information in the International Registry relating thereto.
3. A search certificate issued under the preceding paragraph shall indicate that the creditor named in the registration information has acquired or intends to acquire an international interest in the object but shall not indicate whether what is registered is an international interest or a prospective international interest, even if this is ascertainable from the relevant registration information.

**Article 36 — List of declarations and declared non-consensual rights or interests**

The Registrar shall maintain a list of declarations, withdrawals of declarations, and of the categories of non-consensual right or interest communicated to the Registrar by the Depositary as having been declared by Contracting States in conformity with Articles 52 and 53 and the date of each such declaration or withdrawal of declaration. Such list shall be recorded and searchable in the name of the declaring State and shall be made available as provided in this Convention and the regulations to any person requesting it.

**Article 37 — Evidentiary value of certificates**

A document in the form prescribed by the regulations which purports to be a certificate issued by the International Registry is prima facie proof:

(a) that it has been so issued; and

(b) of the facts recited in it, including the date and time of a registration.

**Article 38 — Discharge of registration**

1. Where the obligations secured by a registered security interest or the obligations giving rise to a registered non-consensual right or interest have been discharged, or where the conditions of transfer of title under a registered title reservation agreement have been fulfilled, the holder of such interest shall, without undue delay, procure the discharge of the registration after written demand by the debtor delivered to or received at its address stated in the registration.

2. Where a prospective international interest or a prospective assignment of an international interest has been registered, the intending creditor or intending assignee shall, without undue delay, procure the discharge of the registration after written demand by the intending debtor or assignor which is delivered to or received at its
address stated in the registration before the intending creditor or assignee has given value or incurred a commitment to give value.

3. For the purpose of the preceding paragraph and in the circumstances there described, the holder of a registered prospective international interest or a registered prospective assignment of an international interest or the person in whose favour a prospective sale has been registered shall take such steps as are within its power to procure the discharge of the registration no later than five working days after the receipt of the demand described in such paragraph.

4. Where the obligations secured by a national interest specified in a registered notice of a national interest have been discharged, the holder of such interest shall, without undue delay, procure the discharge of the registration after written demand by the debtor delivered to or received at its address stated in the registration.

5. Where a registration ought not to have been made or is incorrect, the person in whose favour the registration was made shall, without undue delay, procure its discharge or amendment after written demand by the debtor delivered to or received at its address stated in the registration.

**Article 39 — Access to the international registration facilities**

No person shall be denied access to the registration and search facilities of the International Registry on any ground other than its failure to comply with the procedures prescribed by this Chapter.

**CHAPTER VI**

**PRIVILEGES AND IMMUNITIES OF THE SUPERVISORY AUTHORITY AND THE REGISTRAR**

**Article 40 — Legal personality; immunity**

1. The Supervisory Authority shall have international legal personality where not already possessing such personality.

2. The Supervisory Authority and its officers and employees shall enjoy such immunity from legal and administrative process as is provided under the rules applicable to them as an international entity or otherwise.
3. (a) The Supervisory Authority shall enjoy exemption from taxes and such other privileges as may be provided by agreement with the host State.

(b) For the purposes of this paragraph, “host State” means the State in which the Supervisory Authority is situated.

4. The assets, documents, data bases and archives of the International Registry shall be inviolable and immune from seizure or other legal or administrative process.

5. For the purposes of any claim against the Registrar under Article 41(1) or Article 56, the claimant shall be entitled to access to such information and documents as are necessary to enable the claimant to pursue its claim.

6. The Supervisory Authority may waive the inviolability and immunity conferred by paragraph 4 of this Article.

CHAPTER VII

LIABILITY OF THE REGISTRAR

Article 41 — Liability and financial assurances

1. The Registrar shall be liable for compensatory damages for loss suffered by a person directly resulting from an error or omission of the Registrar and its officers and employees or from a malfunction of the international registration system except where the malfunction is caused by an event of an inevitable and irresistible nature, which could not be prevented by using the best practices in current use in the field of electronic registry design and operation, including those related to back-up and systems security and networking.

2. The Registrar shall not be liable under the preceding paragraph for factual inaccuracy of registration information received by the Registrar or transmitted by the Registrar in the form in which it received that information nor for acts or circumstances for which the Registrar and its officers and employees are not responsible and arising prior to receipt of registration information at the International Registry.

3. Compensation under paragraph 1 may be reduced to the extent that the person who suffered the damage caused or contributed to that damage.
4. The Registrar shall procure insurance or a financial guarantee covering the liability referred to in this Article to the extent determined by the Supervisory Authority in accordance with the provisions of this Convention.

5. The amount of the insurance or financial guarantee referred to in the preceding paragraph shall, in respect of each event, not be less than the maximum value of an aircraft object as determined by the Supervisory Authority.

6. Nothing in this Convention shall preclude the Registrar from procuring insurance or a financial guarantee covering events for which the Registrar is not liable under this Article.

CHAPTER VIII

EFFECTS OF AN INTERNATIONAL INTEREST AS AGAINST THIRD PARTIES

Article 42 — Priority of competing interests

1. A registered interest has priority over any other interest subsequently registered and over an unregistered interest.

2. The priority of the first-mentioned interest under the preceding paragraph applies:
   (a) even if the first-mentioned interest was acquired or registered with actual knowledge of the other interest; and
   (b) even as regards value given by the holder of the first-mentioned interest with such knowledge.

3. A buyer of an aircraft object under a registered sale acquires its interest in that object free from an interest subsequently registered and from an unregistered interest, even if the buyer has actual knowledge of the unregistered interest.

4. A buyer of an aircraft object acquires its interest in that object subject to an interest registered at the time of its acquisition.

5. A conditional buyer or lessee acquires its interest in or right over that object:
   (a) subject to an interest registered prior to the registration of the international interest held by its conditional seller or lessor; and
(b) free from an interest not so registered at that time even if it has actual knowledge of that interest.

6. The priority of competing interests or rights under this Article may be varied by agreement between the holders of those interests, but an assignee of a subordinated interest is not bound by an agreement to subordinate that interest unless at the time of the assignment a subordination had been registered relating to that agreement.

7. Any priority given by this Article to an interest in an aircraft object extends to proceeds.

8. This Convention:
   (a) does not affect the rights of a person in an item, other than an aircraft object, held prior to its installation on an aircraft object if under the applicable law those rights continue to exist after the installation; and
   (b) does not prevent the creation of rights in an item, other than an aircraft object, which has previously been installed on an aircraft object where under the applicable law those rights are created.

9. Ownership of or another right or interest in an aircraft engine shall not be affected by its installation on or removal from an aircraft.

10. Paragraph 8 of this Article applies to an item, other than an aircraft object, installed on an airframe, aircraft engine or helicopter.

**Article 43 — Effects of insolvency**

1. In insolvency proceedings against the debtor an international interest is effective if prior to the commencement of the insolvency proceedings that interest was registered in conformity with this Convention.

2. Nothing in this Article impairs the effectiveness of an international interest in the insolvency proceedings where that interest is effective under the applicable law.

3. Nothing in this Article affects any rules of law applicable in insolvency proceedings relating to the avoidance of a transaction as a preference or a transfer in fraud of creditors or any rules of procedure relating to the enforcement of rights to property which is under the control or supervision of the insolvency administrator.
Article 44 — Effects of assignment

1. Except as otherwise agreed by the parties, an assignment of associated rights made in conformity with Article 45 also transfers to the assignee:
   (a) the related international interest; and
   (b) all the interests and priorities of the assignor under this Convention.

2. Nothing in this Convention prevents a partial assignment of the assignor’s associated rights. In the case of such a partial assignment the assignor and assignee may agree as to their respective rights concerning the related international interest assigned under the preceding paragraph but not so as adversely to affect the debtor without its consent.

3. Subject to paragraph 4, the applicable law shall determine the defences and rights of set-off available to the debtor against the assignee.

4. The debtor may at any time by agreement in writing waive all or any of the defences and rights of set-off referred to in the preceding paragraph other than defences arising from fraudulent acts on the part of the assignee.

5. In the case of an assignment by way of security, the assigned associated rights vest in the assignor, to the extent that they are still subsisting, when the obligations secured by the assignment have been discharged.

Article 45 — Formal requirements of assignment

1. An assignment of associated rights transfers the related international interest only if it:
   (a) is in writing;
   (b) enables the associated rights to be identified under the contract from which they arise; and
(c) in the case of an assignment by way of security, enables the obligations secured by the assignment to be determined in accordance with this Convention but without the need to state a sum or maximum sum secured.

2. An assignment of an international interest created or provided for by a security agreement is not valid unless some or all related associated rights are also assigned.

3. This Convention does not apply to an assignment of associated rights which is not effective to transfer the related international interest.

**Article 46 — Debtor’s duty to assignee**

1. To the extent that associated rights and the related international interest have been transferred in accordance with Articles 44 and 45, the debtor in relation to those rights and that interest is bound by the assignment and has a duty to make payment or give other performance to the assignee, if but only if:

   (a) the debtor has been given notice of the assignment in writing by or with the authority of the assignor;

   (b) the notice identifies the associated rights; and

   (c) the debtor has consented in writing, whether or not the consent is given in advance of the assignment or identifies the assignee.

2. Irrespective of any other ground on which payment or performance by the debtor discharges the latter from liability, payment or performance shall be effective for this purpose if made in accordance with the preceding paragraph.

3. Nothing in this Article shall affect the priority of competing assignments.

**Article 47 — Default remedies in respect of assignment by way of security**

In the event of default by the assignor under the assignment of associated rights and the related international interest made by way of security, Articles 12, 13 and 15 to 21 apply in the relations between the assignor and the assignee (and, in relation to associated rights, apply in so far as those provisions are capable of application to intangible property) as if references:
(a) to the secured obligation and the security interest were references to the obligation secured by the assignment of the associated rights and the related international interest and the security interest created by that assignment;

(b) to the chargee or creditor and chargor or debtor were references to the assignee and assignor;

(c) to the holder of the international interest were references to the assignee; and

(d) to the aircraft object were references to the assigned associated rights and the related international interest.

Article 48 — Priority of competing assignments

1. Where there are competing assignments of associated rights and at least one of the assignments includes the related international interest and is registered, the provisions of Article 42 apply as if the references to a registered interest were references to an assignment of the associated rights and the related registered interest and as if references to a registered or unregistered interest were references to a registered or unregistered assignment.

2. Article 43 applies to an assignment of associated rights as if the references to an international interest were references to an assignment of the associated rights and the related international interest.

Article 49 — Assignee’s priority with respect to associated rights

1. The assignee of associated rights and the related international interest whose assignment has been registered only has priority under Article 48(1) over another assignee of the associated rights:

   (a) if the contract under which the associated rights arise states that they are secured by or associated with the object; and

   (b) to the extent that the associated rights are related to an aircraft object.

2. For the purpose of sub-paragraph (b) of the preceding paragraph, associated rights are related to an aircraft object only to the extent that they consist of rights to payment or performance that relate to:

   (a) a sum advanced and utilised for the purchase of the aircraft object;
(b) a sum advanced and utilised for the purchase of another aircraft object in which the assignor held another international interest if the assignor transferred that interest to the assignee and the assignment has been registered;

(c) the price payable for the aircraft object;

(d) the rentals payable in respect of the aircraft object; or

(e) other obligations arising from a transaction referred to in any of the preceding sub-paragraphs.

3. In all other cases, the priority of the competing assignments of the associated rights shall be determined by the applicable law.

Article 50 — Effects of assignor’s insolvency

The provisions of Article 43 apply to insolvency proceedings against the assignor as if references to the debtor were references to the assignor.

Article 51 — Subrogation

1. Subject to paragraph 2, nothing in this Convention affects the acquisition of associated rights and the related international interest by legal or contractual subrogation under the applicable law.

2. The priority between any interest within the preceding paragraph and a competing interest may be varied by agreement in writing between the holders of the respective interests but an assignee of a subordinated interest is not bound by an agreement to subordinate that interest unless at the time of the assignment a subordination had been registered relating to that agreement.

CHAPTER X

RIGHTS OR INTERESTS SUBJECT TO DECLARATIONS BY CONTRACTING STATES

Article 52 — Rights having priority without registration

1. A Contracting State may at any time, in a declaration deposited with the Depositary of the Protocol declare, generally or specifically:
Appendix V

(a) those categories of non-consensual right or interest (other than a right or interest to which Article 53 applies) which under that State’s law have priority over an interest in an aircraft object equivalent to that of the holder of a registered international interest and which shall have priority over a registered international interest, whether in or outside insolvency proceedings; and

(b) that nothing in this Convention shall affect the right of a State or State entity, intergovernmental organisation or other private provider of public services to arrest or detain an aircraft object under the laws of that State for payment of amounts owed to such entity, organisation or provider directly relating to those services in respect of that object or another aircraft object.

2. A declaration made under the preceding paragraph may be expressed to cover categories that are created after the deposit of that declaration.

3. A non-consensual right or interest has priority over an international interest if and only if the former is of a category covered by a declaration deposited prior to the registration of the international interest.

4. Notwithstanding the preceding paragraph, a Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that a right or interest of a category covered by a declaration made under sub-paragraph (a) of paragraph 1 shall have priority over an international interest registered prior to the date of such ratification, acceptance, approval or accession.

Article 53 — Registrable non-consensual rights or interests

A Contracting State may at any time in a declaration deposited with the Depositary of the Protocol list the categories of non-consensual right or interest which shall be registrable under this Convention as regards any aircraft object as if the right or interest were an international interest and shall be regulated accordingly. Such a declaration may be modified from time to time.
CHAPTER XI

JURISDICTION

Article 54 — Choice of forum

1. Subject to Articles 55 and 56, the courts of a Contracting State chosen by the parties to a transaction have jurisdiction in respect of any claim brought under this Convention, whether or not the chosen forum has a connection with the parties or the transaction. Such jurisdiction shall be exclusive unless otherwise agreed between the parties.

2. Any such agreement shall be in writing or otherwise concluded in accordance with the formal requirements of the law of the chosen forum.

Article 55 — Jurisdiction under Article 20

1. The courts of a Contracting State chosen by the parties in conformity with Article 54 and the courts of the Contracting State on the territory of which the aircraft object is situated or in which the aircraft is registered have jurisdiction to grant relief under Article 20(1)(a), (b), (c), and Article 20(7) in respect of that aircraft object or aircraft.

2. Jurisdiction to grant relief under Article 20(1)(d) and (e) or other interim relief by virtue of Article 20(4) may be exercised either:

   (a) by the courts chosen by the parties; or
   
   (b) by the courts of a Contracting State on the territory of which the debtor is situated, being relief which, by the terms of the order granting it, is enforceable only in the territory of that Contracting State.

3. A court has jurisdiction under the preceding paragraphs even if the final determination of the claim referred to in Article 20(1) will or may take place in a court of another Contracting State or by arbitration.

Article 56 — Jurisdiction to make orders against the Registrar

1. The courts of the place in which the Registrar has its centre of administration shall have exclusive jurisdiction to award damages or make orders against the Registrar.
APPENDIX V

2. Where a person fails to respond to a demand made under Article 38 and that person has ceased to exist or cannot be found for the purpose of enabling an order to be made against it requiring it to procure discharge of the registration, the courts referred to in the preceding paragraph shall have exclusive jurisdiction, on the application of the debtor or intending debtor, to make an order directed to the Registrar requiring the Registrar to discharge the registration.

3. Where a person fails to comply with an order of a court having jurisdiction under this Convention or, in the case of a national interest, an order of a court of competent jurisdiction requiring that person to procure the amendment or discharge of a registration, the courts referred to in paragraph 1 may direct the Registrar to take such steps as will give effect to that order.

4. Except as otherwise provided by the preceding paragraphs, no court may make orders or give judgments or rulings against or purporting to bind the Registrar.

Article 57 — Waivers of sovereign immunity

1. Subject to paragraph 2, a waiver of sovereign immunity from jurisdiction of the courts specified in Articles 54, 55 or 56 of this Convention or relating to enforcement of rights and interests relating to an aircraft object under this Convention shall be binding and, if the other conditions to such jurisdiction or enforcement have been satisfied, shall be effective to confer jurisdiction and permit enforcement, as the case may be.

2. A waiver under the preceding paragraph must be in writing and contain a description of the aircraft object.

Article 58 — Jurisdiction in respect of insolvency proceedings

The provisions of this Chapter are not applicable to insolvency proceedings.
CHAPTER XII

RELATIONSHIP WITH OTHER CONVENTIONS

Article 59 — Relationship with the United Nations Convention on the Assignment of Receivables in International Trade

This Convention shall prevail over the United Nations Convention on the Assignment of Receivables in International Trade, opened for signature in New York on 12 December 2001, as it relates to the assignment of receivables which are associated rights related to international interests in aircraft objects.

Article 60 — Relationship with the Convention on the International Recognition of Rights in Aircraft

This Convention shall, for a Contracting State that is a Party to the Convention on the International Recognition of Rights in Aircraft, signed at Geneva on 19 June 1948, supersede that Convention as it relates to aircraft, as defined in this Convention, and to aircraft objects. However, with respect to rights or interests not covered or affected by the present Convention, the Geneva Convention shall not be superseded.

Article 61 — Relationship with the Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft

1. This Convention shall, for a Contracting State that is a Party to the Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft, signed at Rome on 29 May 1933, supersede that Convention as it relates to aircraft, as defined in this Convention.

2. A Contracting State Party to the above Convention may declare, at the time of ratification, acceptance, approval of, or accession to the Protocol, that it will not apply this Article.

Article 62 — Relationship with the UNIDROIT Convention on International Financial Leasing

This Convention shall supersede the UNIDROIT Convention on International Financial Leasing, signed at Ottawa on 28 May 1988, as it relates to aircraft objects.
APPENDIX V

CHAPTER XIII

FINAL PROVISIONS

Article 63 — Signature, ratification, acceptance, approval or accession

1. The 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 shall be open for signature in Cape Town on 16 November 2001 by States participating in the Diplomatic Conference for their adoption, held at Cape Town from 29 October to 16 November 2001. After 16 November 2001, the Convention and the Protocol shall be open to all States for signature at the Headquarters of the International Institute for the Unification of Private Law (UNIDROIT) in Rome until they enter into force in accordance with Article 65.

2. The Convention and the Protocol shall be subject to ratification, acceptance or approval by States which have signed them.

3. Any State which does not sign the Convention and the Protocol may accede to them at any time.

4. Ratification, acceptance, approval or accession is effected by the deposit of a formal instrument to that effect with the Depositary.

5. A State may not become a Party to the Protocol unless it is or becomes also a Party to the Convention.

Article 64 — Regional Economic Integration Organisations

1. A Regional Economic Integration Organisation which is constituted by sovereign States and has competence over certain matters governed by the Convention and the Protocol may similarly sign, accept, approve or accede to the Convention and the Protocol. The Regional Economic Integration Organisation shall in that case have the rights and obligations of a Contracting State, to the extent that that Organisation has competence over matters governed by the Convention and the Protocol. Where the number of Contracting States is relevant in the Convention and the Protocol, the Regional Economic Integration Organisation shall not count as a Contracting State in addition to its Member States which are Contracting States.
2. The Regional Economic Integration Organisation shall, at the time of signature, acceptance, approval or accession, make a declaration to the Depositary specifying the matters governed by the Convention and the Protocol in respect of which competence has been transferred to that Organisation by its Member States. The Regional Economic Integration Organisation shall promptly notify the Depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.

3. Any reference to a “Contracting State” or “Contracting States” or “State Party” or “States Parties” in the Convention and the Protocol applies equally to a Regional Economic Integration Organisation where the context so requires.

**Article 65 — Entry into force**

1. The *Convention on International Interests in Mobile Equipment* enters into force on the first day of the month following the expiration of three months after the date of the deposit of the third instrument of ratification, acceptance, approval or accession but only as regards a category of objects to which a Protocol applies:

   (a) as from the time of entry into force of that Protocol;

   (b) subject to the terms of that Protocol; and

   (c) as between States Parties to the Convention and the Protocol.

2. For other States the Convention enters into force on the first day of the month following the expiration of three months after the date of the deposit of its instrument of ratification, acceptance, approval or accession but only as regards a category of objects to which a Protocol applies and subject, in relation to such Protocol, to the requirements of sub-paragraphs (a), (b) and (c) of the preceding paragraph.

3. The *Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment* enters into force on the first day of the month following the expiration of three months after the date of the deposit of the eighth instrument of ratification, acceptance, approval or accession, between the States which have deposited such instruments.

4. For other States the Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.
Article 66 — Internal transactions

1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that this Convention shall not apply to a transaction which is an internal transaction in relation to that State with regard to all types of aircraft objects or some of them.

2. Notwithstanding the preceding paragraph, the provisions of Articles 12(3), 13(1), 26, Chapter V, Article 42, and any provisions of this Convention relating to registered interests shall apply to an internal transaction.

3. Where notice of a national interest has been registered in the International Registry, the priority of the holder of that interest under Article 42 shall not be affected by the fact that such interest has become vested in another person by assignment or subrogation under the applicable law.

Article 67 — Future Protocols

1. The Depositary may create working groups, in co-operation with such relevant non-governmental organisations as the Depositary considers appropriate, to assess the feasibility of extending the application of the Convention, through one or more Protocols, to objects of any category of high-value mobile equipment, other than categories of aircraft objects, railway rolling stock and space assets, each member of which is uniquely identifiable, and associated rights relating to such objects.

2. The Depositary shall communicate the text of any preliminary draft Protocol relating to a category of objects prepared by such a working group to all States Parties to the Convention, all member States of the Depositary, member States of the United Nations which are not members of the Depositary and the relevant intergovernmental organisations, and shall invite such States and organisations to participate in intergovernmental negotiations for the completion of a draft Protocol on the basis of such a preliminary draft Protocol.

3. The Depositary shall also communicate the text of any preliminary draft Protocol prepared by such a working group to such relevant non-governmental organisations as the Depositary considers appropriate. Such non-governmental organisations shall be invited promptly to submit comments on the text of the preliminary draft Protocol to the Depositary and to participate as observers in the preparation of a draft Protocol.
4. When the competent bodies of the Depositary adjudge such a draft Protocol ripe for adoption, the Depositary shall convene a diplomatic conference for its adoption.

5. Once such a Protocol has been adopted, subject to paragraph 6, the Convention shall apply to the category of objects covered thereby.

6. Article 59 of this Convention applies to such a Protocol only if specifically provided for in that Protocol.

Article 68 — Territorial units

1. If a Contracting State has territorial units in which different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them and may modify its declaration by submitting another declaration at any time.

2. Any such declaration shall state expressly the territorial units to which this Convention applies.

3. If a Contracting State has not made any declaration under paragraph 1, this Convention shall apply to all territorial units of that State.

4. Where a Contracting State extends this Convention to one or more of its territorial units, declarations permitted under this Convention may be made in respect of each such territorial unit, and the declarations made in respect of one territorial unit may be different from those made in respect of another territorial unit.

5. If by virtue of a declaration under paragraph 1, this Convention extends to one or more territorial units of a Contracting State:

(a) the debtor is considered to be situated in a Contracting State only if it is incorporated or formed under a law in force in a territorial unit to which this Convention applies or if it has its registered office or statutory seat, centre of administration, place of business or habitual residence in a territorial unit to which this Convention applies;

(b) any reference to the location of the object in a Contracting State refers to the location of the object in a territorial unit to which this Convention applies; and

(c) any reference to the administrative authorities in that Contracting State shall be construed as referring to the administrative authorities having jurisdiction in a
territorial unit to which this Convention applies and any reference to the national register or to the registry authority in that Contracting State shall be construed as referring to the aircraft register in force or to the registry authority having jurisdiction in the territorial unit or units to which this Convention applies.

Article 69 — Determination of courts

A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare the relevant “court” or “courts” for the purposes of Article 1 and Chapter XI of this Convention.

Article 70 — Declarations regarding remedies

1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that while the charged aircraft object is situated within, or controlled from its territory the chargee shall not grant a lease of the object in that territory.

2. A Contracting State shall, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare whether or not any remedy available to the creditor under any provision of this Convention which is not there expressed to require application to the court may be exercised only with leave of the court.

Article 71 — Declarations relating to certain provisions

1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that it will apply any one or more of Articles 9, 24 and 25 of this Convention.

2. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that it will apply the provisions of Article 20(1), (2), (3), (5), (7) and (9) wholly or in part. If it so declares with respect to Article 20(2), it shall specify the time-period required thereby. A Contracting State may also declare that it will not apply the provisions of Article 20(4), (6), and (8), and of Article 55, wholly or in part. The declaration shall specify under which conditions the relevant Article will be applied, in case it will be applied partly, or otherwise which other forms of interim relief will be applied.
3. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that it will apply the entirety of Alternative A, or the entirety of Alternative B of Article 23 and, if so, shall specify the types of insolvency proceeding, if any, to which it will apply Alternative A and the types of insolvency proceeding, if any, to which it will apply Alternative B. A Contracting State making a declaration pursuant to this paragraph shall specify the time-period required by Article 23.

4. The courts of Contracting States shall apply Article 23 in conformity with the declaration made by the Contracting State which is the primary insolvency jurisdiction.

Article 72 — Reservations and declarations

1. No reservations may be made to this Convention but declarations authorised by Articles 52, 53, 61, 66, 68, 69, 70, 71, 73, 74 and 76 may be made in accordance with these provisions.

2. Any declaration or subsequent declaration or any withdrawal of a declaration made under this Convention shall be notified in writing to the Depositary.

Article 73 — Subsequent declarations

1. A State Party may make a subsequent declaration, other than a declaration authorised under Article 76, at any time after the date on which the Convention and the Protocol have entered into force for it, by notifying the Depositary to that effect.

2. Any such subsequent declaration shall take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary. Where a longer period for that declaration to take effect is specified in the notification, it shall take effect upon the expiration of such longer period after receipt of the notification by the Depositary.

3. Notwithstanding the previous paragraphs, this Convention shall continue to apply, as if no such subsequent declarations had been made, in respect of all rights and interests arising prior to the effective date of any such subsequent declaration.

Article 74 — Withdrawal of declarations

1. Any State Party having made a declaration under this Convention, other than a declaration authorised under Article 76, may withdraw it at any time by notifying the
APPENDIX V

Depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary.

2. Notwithstanding the previous paragraph, this Convention shall continue to apply, as if no such withdrawal of declaration had been made, in respect of all rights and interests arising prior to the effective date of any such withdrawal.

Article 75 — Denunciations

1. Any State Party may denounce the Convention, or the Protocol or both by notification in writing to the Depositary.

2. Any such denunciation shall take effect on the first day of the month following the expiration of twelve months after the date of receipt of the notification by the Depositary.

3. Notwithstanding the previous paragraphs, this Convention shall continue to apply, as if no such denunciation had been made, in respect of all rights and interests arising prior to the effective date of any such denunciation.

Article 76 — Transitional provisions

1. Unless otherwise declared by a Contracting State at any time, this Convention does not apply to a pre-existing right or interest, which retains the priority it enjoyed under the applicable law before the effective date of the Convention.

2. For the purposes of Article 1(hh) and of determining priority under this Convention:

   (a) “effective date of this Convention” means in relation to a debtor the time when the Convention enters into force or the time when the State in which the debtor is situated becomes a Contracting State, whichever is the later; and

   (b) the debtor is situated in a State where it has its centre of administration or, if it has no centre of administration, its place of business or, if it has more than one place of business, its principal place of business or, if it has no place of business, its habitual residence.

3. A Contracting State may in its declaration under paragraph 1 specify a date, not earlier than three years after the date on which the declaration becomes effective, when the Convention will become applicable, for the purpose of determining priority,
including the protection of any existing priority, to pre-existing rights or interests arising under an agreement made at a time when the debtor was situated in a State referred to in sub-paragraph (b) of the preceding paragraph but only to the extent and in the manner specified in its declaration.

Article 77 — Review Conferences, amendments and related matters

1. The Depositary, in consultation with the Supervisory Authority, shall prepare reports yearly or at such other time as the circumstances may require for the States Parties as to the manner in which the international regimen established in this Convention has operated in practice. In preparing such reports, the Depositary shall take into account the reports of the Supervisory Authority concerning the functioning of the international registration system.

2. At the request of not less than twenty-five per cent of the States Parties, Review Conferences of States Parties shall be convened from time to time by the Depositary, in consultation with the Supervisory Authority, to consider:

   (a) the practical operation of this Convention and its effectiveness in facilitating the asset-based financing and leasing of the aircraft objects covered by its terms;

   (b) the judicial interpretation given to, and the application made of the terms of this Convention and the regulations;

   (c) the functioning of the international registration system, the performance of the Registrar and its oversight by the Supervisory Authority, taking into account the reports of the Supervisory Authority; and

   (d) whether any modifications to this Convention or the arrangements relating to the International Registry are desirable.

3. Subject to paragraph 4, any amendment to the Convention or the Protocol shall be approved by at least a two-thirds majority of States Parties participating in the Conference referred to in the preceding paragraph and shall then enter into force in respect of States which have ratified, accepted or approved such amendment when ratified, accepted, or approved by States in accordance with the provisions of Article 65 relating to their entry into force.

4. Where the proposed amendment to the Convention is intended to apply to more than one category of equipment, such amendment shall also be approved by at
least a two-thirds majority of States Parties to each Protocol that are participating in the Conference referred to in paragraph 2.

**Article 78 — Depositary and its functions**

1. Instruments of ratification, acceptance, approval of or accession to the Convention and the Protocol, shall be deposited with the International Institute for the Unification of Private Law (UNIDROIT), which is hereby designated the Depositary.

2. The Depositary shall:
   
   (a) inform all Contracting States of:
       (i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;
       (ii) the date of entry into force of the Convention and the Protocol;
       (iii) each declaration made in accordance with this Convention, together with the date thereof;
       (iv) the withdrawal or amendment of any declaration, together with the date thereof; and
       (v) the notification of any denunciation of the Convention and the Protocol together with the date thereof and the date on which it takes effect;
   
   (b) transmit certified true copies of the Convention and the Protocol to all Contracting States;
   
   (c) provide the Supervisory Authority and the Registrar with a copy of each instrument of ratification, acceptance, approval or accession, together with the date of deposit thereof, of each declaration or withdrawal or amendment of a declaration and of each notification of denunciation, together with the date of notification thereof, so that the information contained therein is easily and fully available; and
   
   (d) perform such other functions customary for depositaries.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorised, have signed the Convention and the Protocol.
FORM OF IRREVOCABLE DE-REGISTRATION
AND EXPORT REQUEST AUTHORIZATION

Annex referred to in Article 25

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Irrevocable De-Registration and Export Request Authorisation

The undersigned is the registered [operator] [owner] * of the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer’s serial number [insert manufacturer’s serial number] and registration [number] [mark] [insert registration number/mark] (together with all installed, incorporated or attached accessories, parts and equipment, the “aircraft”).

This instrument is an irrevocable de-registration and export request authorisation issued by the undersigned in favour of [insert name of creditor] (“the authorised party”) under the authority of Article 25 of this Convention. In accordance with that Article, the undersigned hereby requests:

(i) recognition that the authorised party or the person it certifies as its designee is the sole person entitled to:

(a) procure the de-registration of the aircraft from the [insert name of aircraft register] maintained by the [insert name of registry authority] for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944; and

(b) procure the export and physical transfer of the aircraft from [insert name of country]; and

* Select the term that reflects the relevant nationality registration criterion.
(ii) confirmation that the authorised party or the person it certifies as its
designee may take the action specified in clause (i) above on written
demand without the consent of the undersigned and that, upon such
demand, the authorities in [insert name of country] shall co-operate with
the authorised party with a view to the speedy completion of such action.

The rights in favour of the authorised party established by this instrument may
not be revoked by the undersigned without the written consent of the authorised party.

Please acknowledge your agreement to this request and its terms by
appropriate notation in the space provided below and lodging this instrument in
[insert name of registry authority].

[insert name of operator/owner]

___________________________

Agreed to and lodged this
[insert date]

By: [insert name of signatory]
Its: [insert title of signatory]

___________________________

[insert relevant notational details]
RESOLUTION NO. 2
relating to the establishment of the Supervisory Authority and the International Registry for aircraft objects

THE CONFERENCE,

HAVING ADOPTED the 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;

HAVING REGARD to Article XVII, paragraph 1 of the Protocol;

CONSCIOUS of the need to undertake preparatory work regarding the establishment of the International Registry in order to ensure that it is operational by the time the Convention and the Protocol enter into force;

CONSIDERING that the Council of the International Civil Aviation Organization (ICAO), following a recommendation made by the 31st Session of its Legal Committee, decided during its 161st Session to accept, in principle, the role of Supervisory Authority of the International Registry for the purpose of the Protocol, and to defer further decisions on this matter until after the Diplomatic Conference;

RESOLVES:

TO INVITE ICAO to accept the functions of Supervisory Authority upon the entry into force of the Convention and the Protocol;

TO INVITE ICAO to establish a Commission of Experts consisting of not more than 15 members appointed by the ICAO Council from among persons nominated by the Signatory and Contracting States to the Convention and to the Protocol, having the necessary qualifications and experience, with the task of assisting the Supervisory Authority, upon the entry into force of the Convention and the Protocol;

TO SET UP, pending the entry into force of the Convention and the Protocol, a Preparatory Commission to act with full authority as Provisional Supervisory Authority for the establishment of the International Registry, under the guidance and supervision of the ICAO Council. Such Preparatory Commission shall be composed of persons, having the necessary qualifications and experience, nominated by the following States:
APPENDIX VI

Argentina, Brazil, Canada, China, Cuba, Egypt, France, Germany, India, Ireland, Kenya, Nigeria, Russian Federation, Senegal, Singapore, Switzerland, South Africa, Tonga, United Arab Emirates, and United States.

TO DIRECT the Preparatory Commission to carry out, under the guidance and supervision of the ICAO Council, the following functions:

(1) to ensure that the international registration system be set up, in accordance with an objective, transparent and fair selection process, and that it become ready to be operated with a target date of one year from the adoption of the Convention and the Protocol, and at the latest by the time of the entry into force of the Convention and the Protocol;

(2) to ensure the necessary liaison and co-ordination with private industry which will be users of the International Registry; and

(3) to work on such other matters relating to the International Registry as may be required with a view to ensuring the establishment of the International Registry.

TO URGE the States participating in the Conference and interested private parties to make available, at the earliest possible date, the necessary start-up funding on a voluntary basis for the tasks of the Preparatory Commission and of ICAO, required under the two preceding resolving clauses, and to entrust ICAO with the task of administering such funds.
RESOLUTION NO. 3

pursuant to Article 2(3)(b) and (c) of the Convention

THE CONFERENCE,

HAVING ADOPTED, in Article 2(3)(b) and (c) of the Convention, provisions contemplating the adoption of Protocols on Matters specific to Railway Rolling Stock and Space Assets;

CONSIDERING that such Protocols will be applied together with the terms of the Convention and are expected also to include analogous provisions to those contained in the Aircraft Protocol;

CONSIDERING that considerable progress has already been made in relation to the development of such Protocols and such progress has been welcomed by the Conference;

CONSIDERING that the completion of such Protocols is to be expected to confer significant benefits on the international community as a whole, in particular for developing States; and

CONSIDERING IT DESIRABLE to involve as wide a range of States as possible in the process for the adoption of such Protocols and to keep the costs of such adoption to a reasonable minimum;

RESOLVES:

TO INVITE the negotiating States to work towards expeditious adoption of the draft Protocols under preparation in respect of those objects falling within Article 2(3)(b) and (c);

TO INVITE the International Institute for the Unification of Private Law (UNIDROIT) to use its good offices to facilitate such objective;

TO INVITE UNIDROIT to give all Member States of UNIDROIT and Member States of the United Nations which are not members of UNIDROIT an opportunity to participate in the negotiation and adoption of such Protocols in a cost-effective manner; and

TO INVITE the competent bodies of UNIDROIT to consider favourably the implementation of an expedited procedure for the adoption of such Protocols, and in particular to consider the diplomatic Conference required for their adoption being as short as possible consistently with the need for States to give such Protocol proper consideration.
RESOLUTION NO. 4

relating to technical assistance with regard

to the implementation and the use of the

International Registry

THE CONFERENCE,

MINDFUL of the objectives of the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on Matters specific to Aircraft Equipment;

DESIRous of facilitating the implementation of the Convention and the Protocol as well as the prompt implementation and use of the International Registry;

RESOLVES:

TO ENCOURAGE all negotiating States, international Organisations, as well as private parties, such as the aviation and financial industries, to assist the developing negotiating States in any appropriate way, including facilities and know-how necessary to use the International Registry, so as to allow them to benefit from the Convention and the Protocol as early as possible.
RESOLUTION NO. 5

relating to the Official Commentary on the Convention and Aircraft Protocol

THE CONFERENCE,

HAVING ADOPTED the 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;

CONSCIOUS of the need for an official commentary on these texts as an aid for those called upon to work with these documents;

RECOGNISING the increasing use of commentaries of this type in the context of modern, technical commercial law instruments; and

MINDFUL that the Explanatory Report and Commentary (DCME-IP/2) provides a sound starting point for the further development of this official commentary;

RESOLVES:

TO REQUEST the preparation of a draft official commentary on these texts by the Chairman of the Drafting Committee, in close co-operation with the UNIDROIT and ICAO Secretariats, and in co-ordination with the Chairman of the Commission of the Whole, the Chairman of the Final Clauses Committee and interested members of the Drafting Committee and observers that participated in its work;

TO REQUEST that such draft be circulated by the two Secretariats to all negotiating States and participating observers as soon as practicable after the conclusion of the Conference inviting comments thereon; and

TO REQUEST that a revised final version of the official commentary be transmitted by the two Secretariats to all negotiating States and participating observers as soon as practicable after the conclusion of the Conference.
### APPENDIX X

**TABLE OF CONCORDANCE BETWEEN THE CONVENTION/PROTOCOL AND THE CONSOLIDATED TEXT**

**Section 1 – from Convention to Consolidated Text**

<table>
<thead>
<tr>
<th>CONVENTION</th>
<th>CONS'D. TEXT</th>
</tr>
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<tbody>
<tr>
<td>Article 1 Chapeau</td>
<td>Article 1 Chapeau</td>
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<tr>
<td>Article 1(a)</td>
<td>Article 1(a)</td>
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<tr>
<td>Article 1(b)</td>
<td>Article 1(g)</td>
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<td>Article 1(c)</td>
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<td>Article 1(ee)</td>
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<td>Article 1(s)</td>
<td>Article 1(ff)</td>
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<td>Article 1(t)</td>
<td>Article 1(gg)</td>
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<td><strong>Article 1(u)</strong></td>
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<td>Article 1(v)</td>
<td>Article 1(hh)</td>
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<td>Article 1(jj)</td>
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<td>Article 1(x)</td>
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### Section 3 – from Consolidated Text to Convention/Protocol

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### Appendix X

**Section 3 – from Consolidated Text to Convention/Protocol – (continued)**

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APPENDIX XI

MATRIX OF DECLARATIONS PERMITTED UNDER THE
CONVENTION AND AIRCRAFT PROTOCOL

References are to the Convention (“C-Art.”) and Aircraft Protocol (“P-Art.”).

**Explanatory Notes:** (1) **Opt-out provisions** are those provisions that apply *unless* a declaration is made. **Opt-in provisions** are those provisions that *apply only if* a declaration is made. Whether a provision is opt-in or opt-out is noted under column B. (2) All declarations under the Convention as it relates to aircraft objects are made at or after the time of ratification, acceptance, approval of, or accession to the Aircraft Protocol. All declarations other than those under Article 60 may be modified or replaced by a subsequent declaration or be withdrawn.

<table>
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<th>A. Art. 56 of Convention authorises declarations under Article:</th>
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<td>1. C-Art. 39 Rights having priority without registration <em>(Opt-in)</em> (non-consensual rights and interests)</td>
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<td>2. C-Art. 40 Registrable non-consensual rights or interests <em>(Opt-in)</em></td>
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<td>5. C-Art. 53 Determination of courts <em>(Opt-in)</em></td>
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<td>7. C-Art. 54(2) Remedy – Leave of Court <em>(mandatory declaration)</em></td>
<td>C-Arts 8, 9(1) and 10</td>
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<td>8. C-Art. 55 Declarations regarding relief pending final determination of a claim <em>(Opt-out)</em></td>
<td>C-Arts. 13 and 43 (See also P-Art. X)</td>
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<td>A. Article XXXII of the Protocol authorises:</td>
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(Declaration may not be modified or withdrawn) | C-Art. 1(v) |
| 10. | C-Art. 48(2) | Regional Economic Integration Organisations | P-Art. XXVII  
(same topic; thus must be consistent) |
| 11. | P-Art. VIII | Contractual Choice of Law *(Opt-in)* | P-Art. XXX(1) |
| 12. | P-Art. X | Modification of provisions regarding relief pending final determination of a claim *(Opt-in)* | P-Art. XXX(2); C-Art. 13 |
| 13. | P-Art. XI | Remedies on Insolvency *(Opt-in)* | P-Art. XXX(3); C-Art. 1(l) and P-Arts. I(2)(m),(n) |
| 14. | P-Art. XII | Insolvency Assistance *(Opt-in)* | P-Arts. XXX(1); XI |
| 15. | P-Art. XIII(1) | De-registration and export request authorisation *(Opt-in)* | P-Art. IX(1) and (5) |
| 16. | P-Art. XIX | Designated entry points *(Opt-in)* | C-Art. 18(5) |
| 17. | P-Art. XXIV(2) | Relationship with the Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft (Rome Convention of 1933) *(Opt-in)* | C-Art. 54(2) |
| 18. | P-Art. XXVII | Regional Economic Integration Organisations | C-Art. 48(2)  
(same topic; thus must be consistent) |
| 19. | P-Art. XXIX | Territorial Units *(Opt-in)* | C-Art 52(1)  
(same topic; thus must be consistent) |
| 20. | P-Art. XXX(5) | Declarations relating to certain provisions (modification of jurisdiction rules) *(Opt-out)* | P-Art. XXI |
APPENDIX XII

TABLES OF DECLARATIONS

<table>
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<tr>
<th>Appendix</th>
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<td>Appendix XIIA</td>
<td>Declarations made by each Contracting State under the Convention</td>
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<td>Appendix XIIB</td>
<td>Declarations made by each Contracting State under the Aircraft Protocol</td>
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<td>Appendix XIIC</td>
<td>Type of non-consensual rights and interests declared by Contracting States under Convention Article 39(1)(a)</td>
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<tr>
<td>Appendix XIID</td>
<td>Type of non-consensual rights and interests declared by Contracting States under Convention Article 40</td>
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<td>Appendix XIIE</td>
<td>Glossary of declarations capable of being made by Contracting States under the Convention and Aircraft Protocol</td>
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DECLARATIONS MADE BY EACH CONTRACTING STATE UNDER THE CONVENTION
(AS AT 31 DECEMBER 2018)

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1 The Government of Canada declared, in accordance with Article 52 of the Convention, that the Convention is to apply to the following provinces and territories: Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan and Yukon.
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² The European Union also made a declaration under Article 48(2) of the Convention - declarations under that Article may only be made by Regional Economic Integration Organisations.
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3 The Kingdom of the Netherlands made declarations applying the Convention and the Aircraft Protocol to the following territorial units (only): the Caribbean part of the Netherlands, Aruba, Curaçao and Sint Maarten.

4 New Zealand declared, in accordance with Article 52, that, “consistent with the constitutional status of Tokelau and taking into account the commitment of the Government of New Zealand to the development of self-government for Tokelau through an act of self-determination under the Charter of the United Nations, this accession shall not extend to Tokelau unless and until a Declaration to this effect is lodged by the Government of New Zealand with the Depositary on the basis of appropriate consultation with that territory”.

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(as at 31 December 2018)

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1 The Government of Canada declared, in accordance with Article XXIX of the Aircraft Protocol, that the Protocol shall extend to the following provinces and territories: Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan and Yukon.
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\(^2\) The European Union also made a declaration under Article XXVII(2) of the Aircraft Protocol - declarations under that Article may only be made by Regional Economic Integration Organisations.
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³ The Kingdom of the Netherlands made declarations applying the Convention and the Aircraft Protocol to the following territorial units (only): the Caribbean part of the Netherlands, Aruba, Curaçao and Sint Maarten.

⁴ New Zealand declared, under Article XXIX, that, “consistent with the constitutional status of Tokelau and taking into account the commitment of the Government of New Zealand to the development of self-government for Tokelau through an act of self-determination under the Charter of the United Nations, this accession shall not extend to Tokelau unless and until a Declaration to this effect is lodged by the Government of New Zealand with the Depositary on the basis of appropriate consultation with that territory”. 

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* These subsequent declarations made by the Russian Federation took effect on 1 August 2013.
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## APPENDIX XIIC

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1 Bahrain’s declaration under Article 39(1)(a) includes reference to “(c) employee wages relating to service fairly allocated to the use of an aircraft object as from the date that remedies have been exercised under the Convention and Protocol by the holder of as registered interest; and (d) rights of the Government of the Kingdom of Bahrain to arrest or detain an aircraft object for violation of safety-related or criminal law, provided that no such arrest or detention shall give rise to the power of sale or right to proceeds.”.

2 China’s declaration under Article 39(1)(a) states that “All non-consensual rights or interests which have priority over secured creditors under the law of the PRC shall have priority without registration over registered international interests, including but not limited to: claim for bankruptcy expenses and
community debts, employee's wages, taxes arising prior to the mortgage, pledge or lien of the civil aircraft, claim for remuneration for rescuing the civil aircraft, claim for necessary expenses incurred for the custody and maintenance thereof of the civil aircraft, etc.

Colombia's declaration under Article 39(1)(a) states that: “In respect of Article 39 of the Convention, the employee company rights and fiscal debts will have priority over an international interest registered under this Convention.”.

Egypt's declaration under Article 39(1)(a) states that: “The Arab Republic of Egypt shall declare that the arrangement of the rights and privileges on the airplane in the Arab Republic of Egypt shall be as the following arrangements. The following rights shall have a privilege on the airplane in accordance with the Egyptian Law No. 26 of 1976, Second Section of the Second Chapter, and we shall be received from its price pursuant to its rank set forth in this section: 1. The expenses spent for the benefit of all the creditors upon the execution on the plane, and selling it and distributing its price. 2. The debts related to bonuses payable to rescue the plane, and the extraordinary expenses required to the preservation thereof. 3. The indemnifications due on the damages caused to others by the aircraft on the surface of the earth, whether this damage resulted from the aircraft itself, or by falling a person or anything from it, unless the aircraft’s owner or the exploiter thereof has insured such damages for the benefit of the injurers, and the insurance shall cover the value of the due indemnifications in this case, or a percentage of (20%) of the aircraft value when it is still new, or any of the two values whichever is less. 4. The debts which became due on the last trip of the aircraft, or about to do it prior to its forcing sale in accordance with the provisions of the second section of the first chapter of this law as a result to repairing, or maintenance, or reception, or driving away thereof, or supplying it with the necessary fuel, oil, or the food and consumption materials required by the passengers or the crew thereof. The privilege rank of all these rights shall be defined in accordance with the order of its stipulation in the previous paragraph.

Ethiopia's declaration under Article 39(1)(a) covers a preferential claim for wages, not a lien (“a. Claim of payment of workers arising from employment relationship”) and includes reference to “d. Lien on goods in possession of home workers”.

Malta's declaration under Article 39(1)(a) includes reference to: “1. Judicial costs incurred in respect of the sale of the aircraft and the distribution of the proceeds thereof pursuant to the enforcement of any mortgage or other executive title; 2. Fees and other charges due to the Director General arising under applicable law of Malta in respect of the aircraft; 3. Wages due to crew in respect of their employment on the aircraft; 4. Any debt due to the holder of a possessory lien for the repair, preservation of the aircraft to the extent of the service performed on and value added to the aircraft; and 5. The expenses incurred for the repair, preservation of the aircraft to the extent of the service performed on and value added to the aircraft; and 6. Wages and expenses for salvage in respect of the aircraft.”

Namibia’s declaration under Article 39(1)(a) includes references to “- Any sums due from or capable of being demanded from the debtor by way of salaries, pensions and other social security benefits and employment allowances owed in respect of employees of that debtor; - the right of the Republic of Namibia to arrest, attach or confiscate mobile equipment and aircraft objects in the event of breach of customs or criminal laws of the Republic of Namibia.

Pakistan’s declaration under Article 39(1)(a) includes reference to “a right or interest in respect of an aircraft which, if the aircraft had been a vessel, would have resulted in a maritime lien on the aircraft and its equipment for (a) salvage and (b) damage done by that aircraft”.

Panama’s declaration under Article 39(1)(a) includes reference to: “any sums due from or capable of being demanded from the debtor by way of fiscal salaries, pensions and other social security benefits and employment allowances owed in respect of employees of that debtor”.
9 The Russian Federation's declaration under Article 39(1)(a) states that: “Pursuant to subparagraph “a” of paragraph 1 of Article 39 of the Convention, the Russian Federation declares that on the territory of the Russian Federation the following claims of creditors that are satisfied during insolvency proceedings shall have priority over a registered international interest: creditors' claims on current payments; claims to cover costs for activities for the prevention of technogenic and/or environmental disasters or loss of life in cases where the termination of the debtor entity or its structural units may lead to technogenic and/or environmental disasters or loss of life; claims, by individuals to whom the debtor is liable for causing injury to life or health, which are settled by means of capitalization of relevant periodic payments, as well as claims for compensation for moral damage; claims for severance pay and remuneration of persons employed or working under an employment contract and for the payment of royalties to authors of intellectual property.”

10 The Republic of San Marino's declaration under Article 39(1)(a) states that “Pursuant Article 39(1)(a) of the Convention, the Republic of San Marino declares that the following categories of non-consensual right or interest: (a) all the privileges provided by Article 17 of the San Marino Mortgage Law and subsequent amendments have priority under its law over an interest in an object equivalent to that of the holder of a registered security interest and shall, to that extent, have priority over a registered security interest, whether in or outside insolvency proceedings.”
## TYPE OF NON-CONSENSUAL RIGHTS AND INTERESTS DECLARED BY CONTRACTING STATES UNDER CONVENTION ARTICLE 40 (AS AT 31 DECEMBER 2018)

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<thead>
<tr>
<th>CONTRACTING STATE</th>
<th>RIGHTS PURSUANT TO COURT ORDER</th>
<th>LIEN: UNPAID WAGES</th>
<th>UNPAID TAXES /CHARGES</th>
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1 Nigeria’s declaration under Article 40 states that “The Federal Republic of Nigeria declares that the following categories of non-consensual right or interest: rights of a person obtaining a court order permitting attachment of an aircraft object in partial or full satisfaction of a legal judgement; liens or other rights of a state entity relating to taxes or other unpaid charges; liens of a salvor for unpaid charges in respect of salvage services provided to an aircraft object when it is water borne; liens of a person providing towage services to an aircraft object when it is water borne in respect of unpaid charges and liens of a bailee of an aircraft object in respect of unpaid charges for the bailment of the said aircraft object, shall be registrable under the Convention as regards any category of object as if the right or interest were an international interest and shall be regulated accordingly.”
San Marino’s declaration under Article 40 states that “the Republic of San Marino declares that the following categories of non-consensual right or interest: (a) rights of a person obtaining a court order permitting attachment of an aircraft object in partial or full satisfaction of a legal judgment; and (b) liens in favor of repairers of an aircraft object in their possession to the extent of service or services performed on and value added to that aircraft object, shall be registrable under the Convention as regards any category of object as if the right or interest were an international interest and shall be regulated accordingly.”
## Glossary of Declarations Capable of Being Made by Contracting States under the Convention and Aircraft Protocol

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<tr>
<th><strong>Convention Article</strong></th>
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<td>Preservation of right of a provider of public services to arrest or detain an aircraft object</td>
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<td>Priority of Art 39(1)(a) interests over an international interest registered prior to ratification/accession</td>
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<td>Application of the Convention to one or more territorial units</td>
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<td>Declaration of relevant court</td>
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<td>Power to lease a charged object while in the declaring State’s territory</td>
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<td>Whether remedies may be exercised only with leave of the court</td>
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<td><strong>AIRCRAFT PROTOCOL</strong></td>
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<td>Modification of provisions regarding relief pending final determination and the time within which such relief is to be granted</td>
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<td>Remedies on insolvency (and selection of Alternative A or Alternative B)</td>
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<td>Modification of jurisdiction provisions</td>
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APPENDIX XIII

CHRONOLOGY

of the development of the Cape Town Convention
and Protocols thereto up to and including
the Diplomatic Conference

1988: Initial decision of the UNIDROIT Governing Council at its 67th session, held in Rome in June, to propose to the General Assembly the inclusion of the subject on the Institute’s Work Programme in response to a proposal by the Canadian Government.

1989: Submission to the Governing Council at its 68th session, held in Rome in April, of a study on an International regulation of aspects of security interests in mobile equipment, prepared by Mr Ronald C.C. Cuming, Professor of Law in the University of Saskatchewan.

1990: Questionnaire designed to test the assumptions underpinning Mr Cuming’s conclusions, circulated by the Secretariat in business and financial circles.

1991: Analysis of the replies to this questionnaire, prepared by the Secretariat and submitted to the Governing Council at its 70th session, held in Rome in May.

1992: Restricted Exploratory Working Group, chaired by Sir Roy Goode, Professor of English Law in the University of Oxford, and assisted by representatives of business interests and practising lawyers with special experience of the problems raised by cross-border secured financing, met in Rome in March to ascertain the need for, and feasibility of, uniform rules.

1993: Study Group for the preparation of uniform rules on certain international aspects of security interests in mobile equipment, chaired by Sir Roy Goode, met for the first time in Rome in March and made a preliminary examination of the issues involved in the preparation of uniform rules.

Decision by the Governing Council at its 72nd session, held in Rome in June, that this work should for the time being be carried forward within a Sub-committee of the Study Group essentially responsible for the preparation of a first draft.

1994: Sub-committee for the preparation of a first draft, chaired by Sir Roy Goode, met for the first time in Rome in February reaching a number of provisional conclusions...
regarding the sphere of application of the uniform rules, the setting up of an international registry and the conditions that should govern the recognition by the courts of a Contracting State of international interests in mobile equipment created under the uniform rules.

Drafting Group of the Sub-committee, chaired by Sir Roy Goode, met for the first time in Paris in July to draw up proposals for a first set of draft articles of a future UNIDROIT Convention on International Interests in Mobile Equipment, on the basis of the provisional conclusions reached by the Sub-committee at its first session.

Sub-committee for the preparation of a first draft met for a second time in Rome in November/December, considering the proposals for a first draft prepared by the Drafting Group, in particular in the light of the comments submitted thereon by members of the Study Group and the Sub-committee and the international Organisations represented by observers thereon, reaching a number of provisional conclusions regarding priorities and enforcement and inviting the Boeing Company and Airbus Industrie jointly to prepare a memorandum for the consideration of the Sub-committee setting forth a representative aviation industry view on the desired content of the proposed Convention as the same related to aircraft.

1995: Memorandum submitted jointly in May by Airbus Industrie and The Boeing Company on behalf of a working group (the Aviation Working Group).

Submission of this Memorandum for comment to all members of the Sub-committee as well as the international Organisations represented by observers thereon in May and to all other members of the Study Group and international Organisations represented thereon by observers in July.

Drafting Group of the Sub-committee met for a second time in Oxford in June to draw up revised proposals for a first set of draft articles of the planned UNIDROIT Convention, on the basis of the provisional conclusions reached by the Sub-committee at its second session.

Submission of Drafting Group’s revised proposals for a first set of draft articles submitted for comment to all members of both the Sub-committee and the Study Group as well as the international Organisations represented thereon by observers in July.

Sub-committee for the preparation of a first draft met for a third and final time in Rome in October, considering the revised proposals for a first set of draft articles prepared by the Drafting Group and the Memorandum submitted jointly by Airbus Industrie and The Boeing Company.
Drafting Group of the Sub-committee met for a third time in Oxford in December to establish a first set of draft articles of a future UNIDROIT Convention on International Interests in Mobile Equipment, pursuant to the decisions taken by the Sub-committee at its third session.

1996: Restricted Drafting Group of the Sub-committee, manned by the French member thereof and a representative of the UNIDROIT Secretariat, met in Paris in March to revise the first set of draft articles which the Drafting Group had established in December 1995, in particular with a view to improving the French text and rendering it more consistent with the English text.

Second memorandum, incorporating a draft aviation text, submitted jointly by Airbus Industrie and The Boeing Company on behalf of an Aviation Working Group in March.

Study Group for the preparation of uniform rules on certain international aspects of security interests in mobile equipment met for a second time in Rome in April to consider the first set of draft articles of a future UNIDROIT Convention on International Interests in Mobile Equipment established by the Drafting Group of the Sub-committee in conjunction with the draft aviation text submitted by Airbus Industrie and The Boeing Company.

Registration Working Group of the Study Group, chaired by Mr Ronald C.C. Cuming, met for a first time in Rome in April to consider the legal and technical issues raised by the setting up of the international register posited under the future UNIDROIT Convention.

Drafting Group of the Study Group, chaired by Sir Roy Goode, met for a first time in Rome in April and for a second time in Oxford in October to revise the draft articles in the light of the Study Group’s reading at its second session of the first set of draft articles in conjunction with the draft aviation text.

1997: Study Group for the preparation of uniform rules on certain international aspects of security interests in mobile equipment met for a third time in Rome in January to consider the revised draft articles established by the Drafting Group as well as a joint proposal of the Aviation Working Group and the International Air Transport Association (I.A.T.A.).

Drafting Group of the Study Group met for a third time in Rome in January to commence revising the revised draft articles in the light of the Study Group’s deliberations at its third session.
Establishment of a working group, external to UNIDROIT, for the preparation of a preliminary draft Protocol on matters specific to aircraft equipment (the Aircraft Protocol Group), to be organised by Mr Jeffrey Wool, expert consultant to the Study Group on international aviation finance matters, authorised by the President of UNIDROIT, in February.

Preparation by the Chairman of the Study Group in February of a completely revised set of the revised draft articles designed to take account of the work accomplished by the Drafting Group in January and, for those provisions not considered by the Drafting Group on that occasion, of the deliberations of the Study Group at its third session.

Registration Working Group of the Study Group met for a second time in Geneva in May to consider the provisions relating to registration of the Chairman’s February redraft.

Drafting Group of the Study Group met for a fourth time in Würzburg in July to agree on the text of the revised draft articles, amended to take account inter alia of the proposals relating to the registration provisions made at the second meeting of the Registration Working Group, to go before the Study Group at its fourth session.

Circulation of the revised draft articles proposed by the Drafting Group circulated for comment in August among those invited to participate in the fourth session of the Study Group and those having responded to the Secretariat’s initial questionnaire.

Establishment of a working group, external to UNIDROIT, for the preparation of a preliminary draft Protocol on matters specific to space property (the Space Working Group), to be organised by Mr Peter Nesgos, expert consultant to the Study Group on international space finance matters, Mr Scott Siegel and Mr Dan Schechter, authorised by the President of UNIDROIT, in August.

Study Group for the preparation of uniform rules on certain international aspects of security interests in mobile equipment met for a fourth and final time in Rome in November to consider the revised draft articles proposed by the Drafting Group, in particular in the light of the comments received thereto.

Drafting Group of the Study Group met for a fifth and final time in Rome in November to amend the revised draft articles as agreed by the Study Group at its fourth session.
Decision by the ICAO Council at the Tenth Meeting of its 152nd Session in December to include in the General Work Programme of the Legal Committee of ICAO the item “International Interests in Mobile Equipment (Aircraft Equipment)”.

Finalisation of the text of the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment established by the Study Group in December.

Establishment of a working group, external to UNIDROIT, for the preparation of a preliminary draft Protocol on matters specific to railway rolling stock (the Rail Working Group), to be organised by Mr Howard Rosen, expert consultant to the Study Group on international rail finance matters, authorised by the President of UNIDROIT, in December.

1998: Submission to the President of UNIDROIT of the preliminary draft Protocol on Matters specific to Aircraft Equipment, established by the Aircraft Protocol Group (the core members of which were the International Civil Aviation Organization (ICAO), the International Air Transport Association (I.A.T.A.) and the Aviation Working Group) in January.

Decision by the Governing Council at its 77th session, held in Rome in February, that the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment and the preliminary draft Protocol thereto on Matters specific to Aircraft Equipment should be further refined by a Steering and Revisions Committee before and with a view to their submission to governmental experts.

Steering and Revisions Committee, chaired by Sir Roy Goode, as member of the UNIDROIT Governing Council, met in Rome in June to finalise the texts of the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment and the preliminary draft Protocol on Matters specific to Aircraft Equipment, in the light of the comments formulated by members of the Governing Council at its 77th session and on the basis of revised texts prepared by the Chairman of the Study Group.

Decision by the ICAO Assembly at its 32nd Session in Montreal in September/October to upgrade the priority of the item “International Interests in Mobile Equipment (Aircraft Equipment)” within the General Work Programme of the ICAO Legal Committee and to urge the Legal Committee to pursue this matter with a view to convening a Diplomatic Conference at the earliest possible date.

Decision by the Chairman of the ICAO Legal Committee in October to establish a Sub-Committee of the Legal Committee “to study the subject of a draft
instrument or draft instruments relating to international interests in mobile equipment, with particular reference to aircraft equipment”.

1999: First Joint Session of the UNIDROIT Committee of Governmental Experts for the preparation of a draft Convention on International Interests in Mobile Equipment and a draft Protocol thereto on Matters specific to Aircraft Equipment and the Sub-Committee of the ICAO Legal Committee on the study of international interests in mobile equipment (aircraft equipment), chaired by Ms Emilia Chiavarelli (Italy), held in Rome in February to consider the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment and the preliminary draft Protocol on Matters specific to Aircraft Equipment.

Registration Working Group of the Joint Session, chaired by Mr Ronald C.C. Cuming (Canada), met in Rome for the first time in February to consider the provisions of the preliminary draft Convention concerned with the international registration system, the modalities of registration and the liabilities and immunities of the International Registry and the provisions of the preliminary draft Aircraft Protocol concerned with registration of international interests in aircraft objects.

Decision by the Governing Council at its 78th session, held in Rome in April, that, should the preliminary draft Protocol on matters specific to railway rolling stock be submitted by the Rail Working Group before its 79th session, the Secretariat should have the authority to convene a Steering and Revisions Committee before its submission to the Governing Council.

Registration Working Group met informally in New York in June in order to discuss the features of an electronic International Registry for international interests in aircraft objects.

Informal Insolvency Working Group of the Joint Session, chaired by Miss Catherine R. Allen (United Kingdom), met in Rome in July to consider the insolvency-related provisions of the preliminary draft Convention and the preliminary draft Aircraft Protocol.

Second Joint Session of the UNIDROIT Committee of Governmental Experts and the Sub-Committee of the ICAO Legal Committee held in Montreal in August/September to continue consideration of the preliminary draft UNIDROIT Convention and the preliminary draft Aircraft Protocol, as revised at the First Joint Session.
Registration Working Group met in Montreal in August/September to complete its consideration of the registration provisions of the preliminary draft Convention and the preliminary draft Aircraft Protocol.

Insolvency Working Group of the Joint Session, chaired by Mr Bryan Welch (United Kingdom), met in Montreal in August/September.

Public International Law Working Group of the Joint Session, chaired by Ms Gloria T. Serobe (South Africa), met informally in Montreal in August/September to organise the task of considering a number of problem areas of a public international law nature identified during the Joint Session’s second reading of the preliminary draft Convention and preliminary draft Aircraft Protocol referred to it by the Second Joint Session.

Ad hoc Drafting Group of the Second Joint Session, chaired by Mr Karl F. Kreuzer (Germany), met in Rome in November to complete the drafting work left uncompleted by the Second Joint Session and to prepare revised texts of the preliminary draft Convention and the preliminary draft Aircraft Protocol for the third Joint Session.

Public International Law Working Group met for a first time in Cape Town and on the Blue Train en route to Pretoria in December.

2000: Submission to the President of UNIDROIT of the preliminary draft Protocol on Matters specific to railway rolling stock, established by the Rail Working Group, constituted under the authority of the President of UNIDROIT, in February.

Decision by the Chairman of the ICAO Legal Committee in March to appoint a Rapporteur (Mr Gilles Lauzon Q.C. (Canada)) on the subject “International Interests in Mobile Equipment (Aircraft Equipment)”.

Third Joint Session of the UNIDROIT Committee of Governmental Experts and the Subcommittee of the ICAO Legal Committee held in Rome in March to finalise a draft [UNIDROIT] Convention on International Interests in Mobile Equipment and a draft Protocol thereto on Matters specific to Aircraft Equipment, on the basis of the texts of the preliminary draft Convention and the preliminary draft Aircraft Protocol revised by the ad hoc Drafting Group.

Public International Law Working Group met for a second and final time in Rome in March.

Ad hoc International Registry Task Force of the Joint Session, co-chaired by Mr Georges Grall (France) and Mr Joseph R. Standell (United States of America), met
informally in Rome in March to organise the task of preparing for the establishment of the International Registry for aircraft objects referred to it by the Third Joint Session.

Steering and Revisions Committee, chaired by Mr Roland Loewe, as member of the UNIDROIT Governing Council, met in Rome in March to finalise the text of the preliminary draft Protocol on Matters specific to Railway Rolling Stock prepared by the Rail Working Group, with a view to its submission to the Governing Council at its 79th session.

Decision by the Governing Council at its 79th session, held in Lisbon in April, that the texts of the draft [UNIDROIT] Convention and the draft Aircraft Protocol were ready for submission to a diplomatic Conference, authorising the Secretariat to make arrangements for the holding of such a Conference as early as practicable in 2001 and to proceed on the basis of the texts annexed to the Report of the Drafting Committee of the Third Joint Session in concluding arrangements with the Government of South Africa or, failing this, the Government of Ireland or another interested Government to host the diplomatic Conference.

Decision by the Governing Council at its 79th session, held in Lisbon in April, to authorise the Secretariat to convene, as early as practicable, a Committee of governmental experts to consider the preliminary draft Protocol on Matters specific to Railway Rolling Stock finalised by the Steering and Revisions Committee, in collaboration with the Intergovernmental Organisation for International Carriage by Rail (O.T.I.F.).

Decision by the ICAO Council at the Fifth Meeting of its 160th Session, held in Montreal in May, to refer the draft [UNIDROIT] Convention and the draft Aircraft Protocol for consideration to the 31st Session of the ICAO Legal Committee.

International Registry Task Force met for the first time in Paris in June to consider a draft request for proposals, a draft requirements document and a draft regarding the process for the soliciting and evaluation of proposals.

Submission of the First Report of the International Registry Task Force to the UNIDROIT and ICAO Secretariats, with enclosures, in July.

ICAO Legal Committee at its 31st Session, held in Montreal in August/September and chaired by Mr Gilles Lauzon (Canada), further considered the draft [UNIDROIT] Convention and the draft Aircraft Protocol.
International Registry Task Force met in Montreal in August/September for the assignment of preliminary papers in respect of certain special subjects.

Decision by the ICAO Council at the Ninth Meeting of its 161st Session, held in Montreal in November, to authorise the circulation of the draft Convention and the draft Aircraft Protocol as they had emerged from the 31st Session of the ICAO Legal Committee to Contracting States and international Organisations and the convening of a diplomatic Conference, in principle in South Africa starting in May 2001.

2001: International Registry Task Force met for a second time in Dublin in January to approve papers relating to the acquisition process for the International Registry.

Joint mission of administrative officers from UNIDROIT and ICAO was carried out to South Africa in January, pursuant to the decision taken by the ICAO Council at the Ninth Meeting of its 161st Session, held in Montreal in November 2000, to discuss the financial implications of, and administrative arrangements for a diplomatic Conference in South Africa with a view to the taking by the ICAO Council of a final decision regarding the venue and date of such a Conference.

International Registry Task Force met for a third time in Washington, D.C. in February to finalise discussion of a paper on the basic features of the International Registry, to be enclosed with the Request for Proposals.

Submission of the Second Report of the International Registry Task Force to the UNIDROIT and ICAO Secretariats, enclosing final acquisition papers and recommendations as to their issuance, in February.

First Joint Session of the UNIDROIT/O.T.I.F. Committee of governmental experts for the preparation of a draft Protocol on Matters specific to Railway Rolling Stock, chaired by Mr Karl F. Kreuzer (Germany), proceeded to a first reading of the preliminary draft Protocol finalised by the Steering and Revisions Committee in Berne in March.

Decision by the ICAO Council, at the Eleventh Meeting of its 162nd Session, held in Montreal in March, that the diplomatic Conference should be held in Cape Town from 29 October to 16 November 2001.

Consideration of the draft Convention and the then working draft of a preliminary draft Protocol on Matters specific to Space Property under consideration by the Space Working Group by the Legal Subcommittee of the United Nations Committee on the Peaceful Uses of Outer Space (U.N./COPUOS), as a single issue discussion item, at its 40th session, held in Vienna in April.
APPENDIX XIII

Decision by U.N./COPUOS at its 44th session, held in Vienna in June, to set up an ad hoc consultative mechanism to review the draft Convention and the then working draft of a preliminary draft Protocol on Matters specific to Space Property under consideration by the Space Working Group and to report back to the Legal Subcommittee at its 41st session, to be held in Vienna in April 2002.

Submission to the President of UNIDROIT of the preliminary draft Protocol on Matters specific to Space Property, established by the Space Working Group, constituted under the authority of the President of UNIDROIT, in June.

First Working Meeting of the U.N./COPUOS ad hoc consultative mechanism held in Paris in September.

International Registry Task Force met for a fourth time in Geneva in September in order to finalise expert papers and consider the cost and timing of the setting up of the International Registry.

Decision by the Governing Council at its 80th session, held in Rome in September, to authorise the Secretariat to transmit the preliminary draft Protocol on Matters specific to Space Property prepared by the Space Working Group to Governments and to convene a first session of a UNIDROIT Committee of governmental experts to prepare a draft Protocol on the basis thereof at such time as a Steering and Revisions Committee had had the opportunity to review it in the light of both the texts of the draft Convention and the draft Aircraft Protocol to be adopted by the diplomatic Conference and the preliminary results of the U.N./COPUOS ad hoc consultative mechanism.

Submission of the Third Report of the International Registry Task Force to the UNIDROIT and ICAO Secretariats, enclosing draft Regulations for the International Registry, a draft outline on private law aspects of the relationship between the Supervisory Authority and the International Registry, a paper on the liability of the International Registry and another on funding/cost recovery methods for the International Registry, in October.

Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol, convened under the joint auspices of UNIDROIT and ICAO, held in Cape Town from 29 October to 16 November.
APPENDIX XIV

LIST OF KEY DOCUMENTS
published by UNIDROIT and ICAO
in connection with the development of the
Cape Town Convention and the Aircraft Protocol

1. PRELIMINARY DOCUMENTS ISSUED BY UNIDROIT

Study LXXII – Doc. 1 – Study on the international regulation of aspects of security interests in mobile equipment (prepared by Mr Ronald C.C. Cuming).

Study LXXII – Doc. 2 – Questionnaire relating to the international regulation of aspects of security interests in mobile equipment.

Study LXXII – Doc. 3 – Analysis of the replies to the questionnaire on an international regulation of aspects of security interests in mobile equipment.

Study LXXII – Doc. 4 – Basic issues identified in responses to the questionnaire on an international regulation of aspects of security interests in mobile equipment, prepared by Mr Ronald Cuming of the University of Saskatchewan.

Study LXXII – Doc. 5 – Report on the restricted exploratory working group to examine the feasibility of drawing up uniform rules on certain international aspects of security interests in mobile equipment, held in Rome from 9 to 11 March 1992.

2. DOCUMENTS CONCERNING THE WORK OF THE UNIDROIT STUDY GROUP FOR THE PREPARATION OF UNIFORM RULES ON CERTAIN INTERNATIONAL ASPECTS OF SECURITY INTERESTS IN MOBILE EQUIPMENT ISSUED BY UNIDROIT – PART I

Study LXXII – Doc. 7 – Summary report on the first session of the Study Group for the preparation of uniform rules on certain international aspects of security interests in mobile equipment (prepared by the UNIDROIT Secretariat).

Study LXXII – Doc. 8 – Memorandum on a proposed UNIDROIT Convention on Security Interests in Mobile Equipment, prepared by Mr Ronald C.C. Cuming, University of Saskatchewan.
APPENDIX XIV


Study LXXII – Doc. 13 – Proposals for a first set of draft articles of a future UNIDROIT Convention on International Interests in Mobile Equipment (drawn up by the Chairman and a member of the Sub-committee on the basis of the provisional conclusions reached by the latter at its first session).


Study LXXII – Doc. 16 – Study Group for the preparation of uniform rules on international interests in mobile equipment: Sub-committee for the preparation of a first draft: Memorandum (prepared jointly by Airbus Industrie and The Boeing Company on behalf of an aviation working group).

Study LXXII – Doc. 18 – Study Group for the preparation of uniform rules on international interests in mobile equipment: Sub-committee for the preparation of a first draft – Revised proposals for a first set of draft articles of a future UNIDROIT Convention on international interests in mobile equipment (drawn up by the Drafting Group on the basis of the provisional conclusions reached by the Sub-committee at its second session).


Study LXXII – Doc. 22 – Study Group for the preparation of uniform rules on international interests in mobile equipment: first set of draft articles of a future UNIDROIT Convention on international interests in mobile equipment (established by the Drafting Group of the Sub-committee on 19 December
LIST OF KEY DOCUMENTS

1995 pursuant to the decisions taken by the Sub-committee of the Study Group at its third session).

Study LXXII – Doc. 23 – Study Group for the preparation of uniform rules on international interests in mobile equipment: second Memorandum prepared jointly by Airbus Industrie and The Boeing Company on behalf of an aviation working group.

Study LXXII – Doc. 24 – Study Group for the preparation of uniform rules on international interests in mobile equipment: first set of draft articles of a future UNIDROIT Convention on international interests in mobile equipment (established by the Drafting Group of the Sub-committee on 19 December 1995 as revised by the same on 4 March 1996).

4. DOCUMENTS CONCERNING THE WORK OF THE UNIDROIT STUDY GROUP FOR THE PREPARATION OF UNIFORM RULES ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT ISSUED BY UNIDROIT – PART II

Study LXXII – Doc. 27 – Study Group for the preparation of uniform rules on international interests in mobile equipment (second session: Rome, 12-16 April 1996): report (prepared by the UNIDROIT Secretariat).

Study LXXII – Doc. 30 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (proposed by the Drafting Group in the light of the Study Group’s reading at its second session of the first set of draft articles established by the Sub-committee in conjunction with the recommendations of the Aviation Working Group) with introductory remarks (prepared by the UNIDROIT Secretariat).

Study LXXII – Doc. 35 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (as proposed by the Drafting Group at its fourth session, held in Würzburg from 24 to 26 July 1997) with introductory remarks (by the UNIDROIT Secretariat).

Study LXXII – Doc. 36 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (as proposed by the Drafting Group at its fourth session, held in Würzburg from 24 to 26 July 1997) – comments (by members of the Study Group, advisers thereto
and the international Organisations, professional associations and other bodies represented thereon by observers as also those persons and bodies having participated from outside the Study Group in the development of the project).

Study LXXII – Doc. 36 Add. 1 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (as proposed by the Drafting Group at its fourth session, held in Würzburg from 24 to 26 July 1997) – comments (by the Federal German Association of Banks).

Study LXXII – Doc. 36 Add. 2 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (as proposed by the Drafting Group at its fourth session, held in Würzburg from 24 to 26 July 1997) – comments (by the Intergovernmental Organisation for International Carriage by Rail, the European Company for the Financing of Railroad Rolling Stock, the Danish Shipowners’ Association and the Elf Aquitaine Group).

Study LXXII – Doc. 36 Add. 3 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (as proposed by the Drafting Group at its fourth session, held in Würzburg from 24 to 26 July 1997) – comments (by the Aircraft Protocol Group).

Study LXXII – Doc. 36 Add. 4 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (as proposed by the Drafting Group at its fourth session, held in Würzburg from 24 to 26 July 1997) – comments (by Professor B. Foëx).

Study LXXII – Doc. 36 Add. 5 – Study Group for the preparation of uniform rules on international interests in mobile equipment: revised draft articles of a future UNIDROIT Convention on international interests in mobile equipment (as proposed by the Drafting Group at its fourth session, held in Würzburg from 24 to 26 July 1997) – comments (by Mr H.W. Fleisig, Director of the Center for the Economic Analysis of Law (C.E.A.L.) and expert consultant on international economic matters to the Study Group, and Professor L.G. Girton, consultant to C.E.A.L.).
Study LXXII – Doc. 37 – Study Group for the preparation of uniform rules on international interests in mobile equipment: preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment (as established by the Study Group at the conclusion of its fourth session, held in Rome from 3 to 7 November 1997).

5. **Documents concerning the work of the Working Group of the UNIDROIT Study Group to consider the legal and technical issues raised by the establishment of an international register issued by UNIDROIT**

Study LXXIIC – Doc. 1 – Study Group for the preparation of uniform rules on international interests in mobile equipment: Working Group to consider the legal and technical issues raised by the establishment of an international register – Exploratory report prepared by Professor R.C.C. Cuming (University of Saskatchewan).

Study LXXIIC – Doc. 2 – Study Group for the preparation of uniform rules on international interests in mobile equipment: Working Group to consider the legal and technical issues raised by the establishment of an international register (first session: Rome, 16-18 April 1996) – summary report (prepared by the UNIDROIT Secretariat).

Study LXXIIC – Doc. 3 – Study Group for the preparation of uniform rules on international interests in mobile equipment: Working Group to consider the legal and technical issues raised by the establishment of an international register (second session: Geneva, 26-28 May 1997) – summary report (prepared by the UNIDROIT Secretariat).

6. **Documents concerning the work of the Aircraft Protocol Group issued by UNIDROIT**

Study LXXIID – Doc. 1 – Preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment (as established by the Study Group at the conclusion of its fourth session, held in Rome from 3 to 7 November 1997): preliminary draft Protocol on Matters specific to Aircraft Equipment (as established by a working group organised by Mr J. Wool, expert consultant to the Study Group on international aviation finance matters, at the invitation of
the President, at the conclusion of its second session, held in Geneva from 19 to 21 November 1997).

7. DOCUMENTS CONCERNING THE WORK OF THE UNIDROIT STEERING AND REVISIONS COMMITTEE FOR THE FINALISATION OF THE PRELIMINARY DRAFT UNIDROIT CONVENTION ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT AND THE PRELIMINARY DRAFT PROTOCOL THERETO ON MATTERS SPECIFIC TO AIRCRAFT EQUIPMENT ISSUED BY UNIDROIT

Study LXXII – Doc. 39 – Steering and Revisions Committee for the finalisation of the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment and the preliminary draft Protocol thereto on Matters specific to Aircraft Equipment – preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment (as established by the Study Group at the conclusion of its fourth session, held in Rome from 3 to 7 November 1997, and revised by the Chairman of the Study Group).

Study LXXIId – Doc. 2 – Steering and Revisions Committee for the finalisation of the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment and the preliminary draft Protocol thereto on Matters specific to Aircraft Equipment – preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment (as established by the Study Group at the conclusion of its fourth session, held in Rome from 3 to 7 November 1997, and revised by the Chairman of the Study Group): preliminary draft Protocol on Matters specific to Aircraft Equipment (as established by a working group organised and chaired by Mr J. Wool, expert consultant to the Study Group on international aviation finance matters, at the invitation of the President, at the conclusion of its second session, held in Geneva from 19 to 21 November 1997, and revised by the Chairman of the Study Group in collaboration with Mr Wool).


LIST OF KEY DOCUMENTS

Study LXXII – Doc. 42 – Preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment (as established by an UNIDROIT Study Group and revised, in accordance with a decision taken by the UNIDROIT Governing Council at its 77th session, held in Rome from 16 to 20 February 1998, by a Steering and Revisions Committee, meeting in Rome from 27 to 29 June 1998).

Study LXXIID – Doc. 3 – Preliminary draft Protocol to the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment (as established by a working group organised, at the invitation of the President, by Mr J. Wool, expert consultant to the Study Group on international aviation finance matters to the UNIDROIT Study Group for the preparation of uniform rules on international interests in mobile equipment, and revised, in accordance with a decision taken by the UNIDROIT Governing Council at its 77th session, held in Rome from 16 to 20 February 1998, by a Steering and Revisions Committee, meeting in Rome from 27 to 29 June 1998).


8. DOCUMENTS CONCERNING THE JOINT SESSIONS OF THE UNIDROIT COMMITTEE OF GOVERNMENTAL EXPERTS FOR THE PREPARATION OF A DRAFT CONVENTION ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT AND A DRAFT PROTOCOL THERETO ON MATTERS SPECIFIC TO AIRCRAFT EQUIPMENT, AND OF THE SUB-COMMITTEE OF THE ICAO LEGAL COMMITTEE ON THE STUDY OF INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT (AIRCRAFT EQUIPMENT) ISSUED JOINTLY BY UNIDROIT AND ICAO

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Study LXXII – Preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment (as established by an

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UNIDROIT Study Group and revised, in accordance with a decision taken by the UNIDROIT Governing Council at its 77th session, held in Rome from 16 to 20 February 1998, by a Steering and Revisions Committee, meeting in Rome from 27 to 29 June 1998) / Preliminary draft [UNIDROIT] Convention on International Interests in Mobile Equipment

Study LXXIID – Doc. 3 Preliminary draft Protocol to the preliminary draft UNIDROIT Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment (as established by a working group organised, at the invitation of the President of UNIDROIT, by Mr J. Wool, expert consultant on international aviation finance matters to the UNIDROIT Study Group for the preparation of uniform rules on international interests in mobile equipment, and revised, in accordance with a decision taken by the UNIDROIT Governing Council at its 77th session, held in Rome from 16 to 20 February 1998, by a Steering and Revisions Committee, meeting in Rome from 27 to 29 June 1998) / Preliminary draft Protocol to the preliminary draft [UNIDROIT] Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment

2-Report Second Joint Session (Montreal, 24 August-3 September 1999): report 2-Report
3-WP/3 Public International Law Working Group (Cape Town/en route to Pretoria, 8-11 December 1999): report 3-WP/3

9. **DOCUMENTS ISSUED BY ICAO IN CONNECTION WITH THE DEVELOPMENT OF THE MOBILE EQUIPMENT CONVENTION AND AN AIRCRAFT PROTOCOL**

LC/31-WP/3-4 – Report of the Rapporteur on International Interests in Mobile Equipment (Aircraft Equipment) to the 31st Session of the Legal Committee of ICAO.
LIST OF KEY DOCUMENTS


10. DOCUMENTS CONCERNING THE DIPLOMATIC CONFERENCE TO ADOPT A MOBILE EQUIPMENT CONVENTION AND AN AIRCRAFT PROTOCOL ISSUED JOINTLY BY UNIDROIT AND ICAO


DCME-IP/1 – Second report of the International Registry Task Force.


DCME-IP/4 – Third report of the International Registry Task Force.