



MODEL IMPLEMENTING IDERA REGULATION

The Aviation Working Group has prepared a model form of IDERA regulation for suggested use by contracting states to the Cape Town Convention and its Aircraft Protocol that have made a declaration applying art XIII of the latter.

That model form is attached as Attachment I.

The annotated version of the model form with explanatory comments is attached as Attachment II.

The Aviation Working Group may amend this model form in due course to address issues which may arise in practice.

ATTACHMENT I

Model Implementing IDERA Regulation

1 Introduction

1.1 The purpose of this regulation is to provide procedures for (a) Recording and Cancelling an IDERA, and (b) De-Registering Aircraft and Exporting Aircraft Objects under an IDERA.

1.2 This regulation applies to Aircraft registered in [*name of state*] and for purposes of 6.2.2 and 6.3.4 Aircraft Objects located in [*name of state*].

2 References

2.1 Authority

The [*name of relevant authority*] of [*name of state*] has authority to issue this regulation under [*cite relevant law or regulation*].

2.2 Effective Date

This regulation is effective on [*date*], provided that 4.2, 5, and 6 apply to an IDERA Recorded by the Registry Authority prior to that date.

2.3 Reference Documents

2.3.1 [*relevant aviation law or regulation*]

2.3.2 [*specific, relevant law(s), or regulation(s) dealing with aircraft registration*]

2.3.3 Convention on International Interests in Mobile Equipment, 2001.

2.3.4 Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, 2001.

2.4 Canceled Documents

Without limiting 3.2, the following are canceled and superseded by this regulation: [*specify any regulations or other documents canceled or superseded by this regulation*].

2.5 Defined Terms

Terms used without definition in this regulation have the meanings given in the Treaty.

Aircraft: an airframe which is part of an aircraft, or a helicopter (i) registered or intended to be registered in the Registry, and (ii) to which the Treaty applies.

Applicant: an entity or person that has applied or is applying for the registration of an Aircraft in the Registry.

Authorised Party: an entity or person in favour of whom an IDERA has been issued.

Certified Designee: an entity or person named in a Designation as the certified designee under an IDERA.

Convention: Convention on International Interests in Mobile Equipment, 2001.

Declarations: the declarations lodged by [*name of state*] in connection with its [ratification of][accession to] the Convention and Protocol.

De-Registration: [deletion][removal] of the registration of an Aircraft from the Registry and promptly providing a certificate evidencing De-Registration to the Authorised Party or Certified Designee, as applicable.

Designation: a designation in the form of **Annex 2**.

Export: export and physical transfer of an Aircraft from the territory of [*name of state*].

IDERA: an Irrevocable De-Registration and Export Request Authorisation in the form of **Annex 1**.

Officer: of an entity is (i) a member of its board of directors, (ii) its chief executive, operating, financial or legal officer, (iii) a vice president, (iv) its secretary or an assistant secretary, (v) its treasurer or assistant treasurer, (vi) a member or general partner, (vii) a trustee or (v) any other person or entity whose signing authority is acceptable to the Registry Authority.

Protocol: Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, 2001.

Record: evidencing a document in permanent form for authoritative reproduction in the future and retaining that evidence in the registration file for an Aircraft to which the document relates.

Registry: [*describe aircraft registry of the state*].

Registry Authority: [*name of the authority responsible for the registration of Aircraft in the Registry*].

Related Engine: an engine to which the Treaty applies and which is identified by manufacturer's serial number in an IDERA.

Request: a request in the form of **Annex 3**.

Revocation: a revocation of an IDERA or Designation, as the case may be, in the form of **Annex 4**.

Signature Authorisation: a document legally authorising execution of a document contemplated by this regulation, including, without restriction, a power of attorney signed by an Officer.

Treaty: the Convention, as modified by the Protocol and including the Declarations.

3 **Background**

3.1 [Name of state] is a Contracting State to the Convention and Protocol and made a Declaration under Article XXX(1) of the Protocol providing for the recording and enforcement of IDERA.

3.2 The Treaty has effect under the law of [name of state], prevailing over conflicting law.

3.3 In addition to other remedies available to a Creditor under the Treaty, an Authorised Party may, upon request made pursuant to an IDERA:

- 3.3.1 procure the De-Registration and Export of an Aircraft, and
- 3.3.2 procure the Export of any Related Engines.

3.4 Under the Treaty:

3.4.1 the Registry Authority shall Record a properly submitted IDERA;

3.4.2 the Registry Authority and other administrative authorities shall expeditiously co-operate with and assist an Authorised Party in the exercise of the De-registration and Export remedies;

3.4.3 the Registry Authority shall honour a request for De-registration made pursuant to an IDERA; and

3.4.4 the Registry Authority and other administrative authorities shall honour a request for Export made pursuant to an IDERA, subject to applicable safety laws and regulations.

4 **IDERA Recordation**

4.1 **Recordation Requirements and Procedures**

4.1.1 The Registry Authority will accept and Record an IDERA if that IDERA:

- (a) is submitted in writing to the Registry Authority substantially in the form of **Annex 1**;

- (b) identifies an Aircraft registered or to be registered in the Registry; and
- (c) is signed in line with the requirements of **Annex 5** (i) by an Applicant, or, if an Applicant is not a natural person, an Officer of an Applicant, or (ii) under a Signature Authorisation.

4.1.2 If two copies of an IDERA are submitted to the Registry Authority, the Registry Authority will acknowledge receipt of that IDERA by executing one such copy and returning it.

4.1.3 The Registry Authority will (a) Record an IDERA submitted in line with 4.1.1 within five working days of receipt, and (b) if requested by the Applicant, Authorised Party or Certified Designee, promptly confirm that Recordation is complete.

4.1.4 The Registry Authority will neither Record nor give any effect to an IDERA for an Aircraft if another Recorded IDERA for that Aircraft has not been revoked in line with 5.1.

4.1.5 If an IDERA is Recorded, an Authorised Party, or, if a Designation is also Recorded, its Certified Designee shall be the sole person authorised to deliver a Request and exercise the remedies specified in Article IX(1) of the Protocol pursuant to such IDERA.

4.2 **Certified Designee**

4.2.1 The Registry Authority will Record a Designation if:

- (a) it is submitted in writing to the Registry Authority substantially in the form of **Annex 2**;
- (b) it identifies a Recorded IDERA or an IDERA submitted with that Designation;
- (c) no other Designation is Recorded for the relevant IDERA, other than a Designation which has been revoked in line with 5.1; and
- (d) it is signed in line with **Annex 5** (i) by the Authorised Party, or, if the Authorised Party is not a natural person, an Officer of the Authorised Party, or (ii) by the foregoing under a Signature Authorisation.

4.2.2 If two copies of a Designation are submitted to the Registry Authority, the Registry Authority will acknowledge receipt of that

Designation by returning one copy, indicating in writing that it was 'received'.

4.2.3 The Registry Authority will (a) Record a Designation submitted in line with 4.2.1 within five working days, and (b) upon request from an Authorised Party or Certified Designee, promptly confirm that Recordation is complete.

5 Cancellation of an IDERA or Designation

5.1 An IDERA or Designation shall be revoked and be of no further effect if a Revocation:

- (a) is submitted in writing to the Registry Authority substantially in the form of ***Annex 4***;
- (b) identifies a Recorded IDERA or Designation, as the case may be; and
- (c) is signed in line with ***Annex 5*** (i) in the case of an IDERA, by an Authorised Party, or, in the case of a Designation, by the Certified Designee and (ii) if the signatory to the Revocation is not a natural person, by an Officer of the foregoing or by the foregoing under a Signature Authorisation.

5.2 An Applicant shall have no power to issue a Revocation or otherwise revoke an IDERA or Designation.

5.3 If two copies of a Revocation are submitted to the Registry Authority, the Registry Authority will acknowledge receipt of that Revocation by returning one copy, indicating in writing that it was 'received'.

5.4 The Registry Authority will (a) Record a Revocation submitted in line with 5.1 within five working days, and (b) upon request from an Applicant, Authorised Party or Certified Designee, promptly confirm that Recordation is complete.

5.5 Effect of Revocation

5.5.1 The Registry Authority will not accept a Request or take any other action relating to an IDERA that has been revoked in line with 5.1.

5.5.2 The Registry Authority will not accept a Request from a Certified Designee or take any other action on request of a Certified Designee under an IDERA if the Designation of that Certified Designee has been revoked in line with 5.1.

5.5.3 The validity of an IDERA shall not be affected by revocation of a related Designation.

6 **Deregistration and Export**

6.1 A Request will be accepted by the Registry Authority if that Request:

6.1.1 is submitted in writing substantially in the form of **Annex 3**;

6.1.2 identifies an IDERA Recorded in the Registry; and

6.1.3 is signed in line with **Annex 5** (i) by an Authorised Party or a Certified Designee, or, if the Authorised Party or Certified Designee is not a natural person, by an Officer thereof, or (b) by the foregoing under a Signature Authorisation.

6.2 The Registry Authority will honour each Request submitted in line with 6.1:

6.2.1 to the extent so requested, by (i) effecting the De-registration of the Aircraft, and (ii) taking all action within its power to effect or facilitate the Export of the Aircraft and any Related Engines.

(a) expeditiously, and, in any case, no later than five working days following receipt of the Request;

(b) without (i) the consent or approval of the Applicant or any other person or entity, (ii) any court or administrative or other order or decision of any kind, (iii) any need for the Registry Authority to investigate external facts, or (iv) imposing any additional requirements; and

(c) regardless of whether the Authorised Party or its Certified Designee is in possession of the Aircraft or Related Engine and notwithstanding that a Related Engine is not installed on the Aircraft.

6.2.2 in the context of Export remedies only, subject to applicable aviation safety laws and regulations. For purposes of this regulation, 'applicable aviation safety laws and regulations':

(a) with respect to Aircraft, are those which must be met under the laws of [*name of state*] to permit the operation in its airspace of an aircraft under a ferry or other special flight permit issued by the aviation authority of the state of registration of that aircraft (**'ferry flight rules'**); and

(b) do not include any requirement (i) for the issuance of an export certificate of airworthiness, or (ii) without limiting 6.3, for any documents in the possession of, or any action by, an operator of an aircraft.

6.3 A Request will have following additional effects:

6.3.1 To the extent within its reasonable control, the Authorised Party is responsible, promptly following but not as a condition to the De-registration and Export of the Aircraft, for:

- (a) removing or covering the Registry's nationality marks on the Aircraft;
- (b) returning to the Registry Authority the original (i) certificate of registration for the Aircraft, and (ii) certificate of airworthiness for the Aircraft; and
- (c) changing the Aircraft's transponder code so that it no longer indicates that such Aircraft is registered in [*name of state*].

6.3.2 Upon notice to the operator, the Aircraft may not be operated unless and until it is re-registered and can be lawfully operated under applicable airworthiness rules.

6.3.3 A Request with respect to an Aircraft will be honoured under 6.1 and 6.2 without regard to the identity of the engines and other equipment then installed on that Aircraft.

6.3.4 Export remedies under 6.1 and 6.2 will be made available for any Related Engines which are not then installed on the Aircraft.

6.4 Without limiting the Registry Authority's authority to De-Register aircraft under applicable law, an Aircraft for which there is a Recorded IDERA may not be De-Registered on the request of the Applicant, unless that IDERA is the subject of a Revocation.

7 **Assignments**

Rights under the documents set out in this regulation may not be assigned except with the express consent of the Registry Authority.

8 **Forms**

- 8.1 **Annex 1 – IDERA**
- 8.2 **Annex 2 – Designation**
- 8.3 **Annex 3 – De-Registration and Export Request**
- 8.4 **Annex 4 – Revocation**
- 8.5 **Annex 5 – Formalities**

Annex 1

IDERA

[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 [number][mark] [insert registration number/mark], with the following Related Engines [insert description of engines, by model and manufacturer's serial number] (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 the 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 state]; and
- (ii) confirmation that the Authorised Party or the person it certifies as its designee (the 'Certified 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 state] shall co-operate with the Authorised Party with a view to 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]

Annex 2

Designation

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Designation Under Irrevocable De-Registration and Export Request Authorisation, dated [insert date of IDERA] by [insert name of operator/owner] for the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark] (the 'IDERA')

The undersigned is the Authorised Party (this and all other terms used in this Designation have the meanings given in the IDERA) under the IDERA.

Under 4.2 of [describe the regulation] the undersigned hereby designates [insert name of Certified Designee] as the 'Certified Designee' for all purposes of [describe regulation], effective immediately and until this Designation is revoked under 5.1 of [describe the regulation].

[insert name of Authorised Party]

Agreed to and lodged this
[insert date]

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

[insert relevant notational details]

Annex 3

Request

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Irrevocable De-Registration and Export Request Authorisation, dated [insert date of IDERA] by [insert name of operator/owner] for the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark] (the 'IDERA')

Aircraft: [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark]

[Related Engines: [if relevant, insert description, by model and manufacturer's serial number]]

The undersigned is the [Authorised Party][Certified Designee] (this and all other terms used in this Designation have the meanings given in the IDERA) under the IDERA.

[The undersigned hereby certifies that all registered interests ranking in priority to that of the Authorised Party have been discharged or that the holders of such interests have consented to the [de-registration and export of the Aircraft][export of the Related Engine].]

Under 6 of [describe the regulation] the undersigned hereby requests as soon as practicable, and, in any case, within five working days [(i) de-registration of the Aircraft, with notice of such de-registration immediately thereafter sent to [insert name of state where the Aircraft is intended to be subsequently registered] and (ii) co-operation of the [insert name of Registry Authority] and other administrative authorities in [insert name of state] in the export of the [Aircraft][Related Engine] from [insert name of state].]

[insert name of Authorised Party/Certified Designee]

Agreed to and lodged this
[insert date]

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

[insert relevant notational details]

Annex 4

Revocation

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Irrevocable De-Registration and Export Request Authorisation, dated [insert date of IDERA] by [insert name of operator/owner] for the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark] (the 'IDERA')

[if this is a revocation of a Designation, include: The Designation, dated [insert date of Designation] by [name of Authorised Party] designating [insert name of Certified Designee]

The undersigned is the [Authorised Party][Certified Designee] (this and all other terms used in this Revocation have the meanings given in the IDERA) under the [IDERA][Designation].

In line with 5.1 of [describe the regulation] the undersigned hereby revokes the [IDERA][Designation], effective immediately.

[insert name of Authorised Party]

Agreed to and lodged this
[insert date]

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

[insert relevant notational details]

Annex 5

Formalities

1. A document that indicates it was signed in [*name of state*] will be accepted by the Registry Authority without additional formalities.
2. A document that indicates it was signed outside [*name of state*] will be accepted by the Registry Authority if notarised locally and apostilled or legalised at a [*name of state*] embassy or consulate.

ATTACHMENT II

Model Implementing IDERA Regulation

1 Introduction

1.1 The purpose of this regulation¹ is to provide procedures for (a) Recording and Cancelling an IDERA, and (b) De-Registering Aircraft and Exporting Aircraft Objects² under an IDERA.

1.2 This regulation applies to Aircraft registered in [*name of state*] and for purposes of 6.2.2 and 6.3.4 Aircraft Objects located in [*name of state*].

2 References

2.1 Authority

The [*name of relevant authority*] of [*name of state*] has authority to issue this regulation under [*cite relevant law or regulation*].

2.2 Effective Date

This regulation is effective on [*date*], provided that 4.2, 5, and 6 apply to an IDERA Recorded by the Registry Authority prior to that date.³

2.3 Reference Documents

2.3.1 [*relevant aviation law or regulation*]

¹ In this Model Form, 'regulation' is used to describe the rules adopted by the civil aviation authority. This term should be adapted to local requirements, customs, and terminology: 'circular,' 'directive,' 'advisory,' 'instruction' or other term that best describes the form and process for the relevant authority to issue binding procedures applicable to the registration of aircraft in the state should be used.

² Under Article XIII of the Protocol, De-Registration and Export are separate and distinct remedies. While De-Registration from a nationality register would apply to the object registered in the nationality register, i.e., the Aircraft, the Export remedy applies to the broader category of Aircraft Objects and specifically includes engines.

³ This regulation does not invalidate or otherwise affect a previously recorded IDERA; however, the procedures herein for specifying a new Certified Designee, revoking an IDERA or Designation, submitting a Request, and dealing with the obligations of the Registry Authority once a Request is submitted apply to an IDERA recorded prior to the effective date. The proviso in 2.2 may be omitted if this regulation is adopted at the time of Treaty implementation in the state and therefore if the Registry Authority has not previously accepted/recorded any IDERA.

2.3.2 [*specific, relevant law(s), or regulation(s) dealing with aircraft registration*]

2.3.3 Convention on International Interests in Mobile Equipment, 2001.

2.3.4 Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, 2001.

2.4 **Canceled Documents**

Without limiting 3.2, the following are canceled and superseded by this regulation: [*specify any regulations or other documents canceled or superseded by this regulation*].

2.5 **Defined Terms**

Terms used without definition in this regulation have the meanings given in the Treaty.

Aircraft: an airframe which is part of an aircraft, or a helicopter (i) registered or intended to be registered in the Registry, and (ii) to which the Treaty applies.

Applicant: an entity or person that has applied or is applying for the registration of an Aircraft in the Registry.

Authorised Party: an entity or person in favour of whom an IDERA has been issued.

Certified Designee: an entity or person named in a Designation as the certified designee under an IDERA.

Convention: Convention on International Interests in Mobile Equipment, 2001.

Declarations: the declarations lodged by [*name of state*] in connection with its [ratification of][accession to]⁴ the Convention and Protocol.

De-Registration: [deletion][removal]⁵ of the registration of an Aircraft from the Registry and promptly providing a certificate evidencing De-Registration to the Authorised Party or Certified Designee, as applicable.

Designation: a designation in the form of **Annex 2**.

Export: export and physical transfer of an Aircraft from the territory of [*name of state*].

IDERA: an Irrevocable De-Registration and Export Request Authorisation in the form of **Annex 1**.

Officer: of an entity is (i) a member of its board of directors, (ii) its chief executive, operating, financial or legal officer, (iii) a vice president, (iv) its secretary or an assistant secretary, (v) its treasurer or assistant treasurer, (vi) a member or general partner, (vii) a trustee or (v) any other person or entity whose signing authority is acceptable to the Registry Authority.

Protocol: Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, 2001.

Record: evidencing a document in permanent form for authoritative reproduction in the future and retaining that evidence in the registration file for an Aircraft to which the document relates.

⁴ The correct terminology should be selected, depending upon the nature of the state's adoption of the Treaty.

⁵ The Protocol defines De-registration to mean 'deletion or removal' of an Aircraft from the Registry. The more appropriate of these terms in the local context should be used in this regulation.

Registry: [*describe aircraft registry of the state*].

Registry Authority: [*name of the authority responsible for the registration of Aircraft in the Registry*].

Related Engine: an engine to which the Treaty applies and which is identified by manufacturer's serial number in an IDERA.⁶

Request: a request in the form of **Annex 3**.

Revocation: a revocation of an IDERA or Designation, as the case may be, in the form of **Annex 4**.

Signature Authorisation: a document legally authorising execution of a document contemplated by this regulation, including, without restriction, a power of attorney signed by an Officer.

Treaty: the Convention, as modified by the Protocol and including the Declarations.

3 Background

⁶ Because engines may from time to time be removed from the Aircraft, the term Related Engine will be used in this regulation for the purpose of giving effect to the provisions of the Protocol which are intended to provide Export remedies for Aircraft Objects - it being understood that because the nationality registration regime does not apply to engines, De-Registration Remedies may only be provided with respect to Aircraft. If the Related Engines are in fact installed on the Aircraft at the time relevant under 6 of this regulation, then the distinction is without effect, as the De-Registration and Export remedies available for an Aircraft will cover the installed Related Engines; however, if one or more Related Engines are not installed at such time, then the provisions of 6 of this regulation which apply to Related Engines may be invoked by an Authorised Party or Certified Designee to obtain Export remedies. It is important to note, however, that each time an engine ceases to be a Related Engine under the mortgage, lease or installment sale contract for the Aircraft, and a replacement engine becomes a Related Engine, a new IDERA with corrected information will be required, necessitating a new Designation if relevant.

3.1 [*Name of state*] is a Contracting State to the Convention and Protocol and made a Declaration under Article XXX(1) of the Protocol providing for the recording and enforcement of IDERA.

3.2 The Treaty has effect under the law of [*name of state*], prevailing over conflicting law.

3.3 In addition to other remedies available to a Creditor under the Treaty, an Authorised Party may, upon request made pursuant to an IDERA:

- 3.3.1 procure the De-Registration and Export of an Aircraft, and
- 3.3.2 procure the Export of any Related Engines.

3.4 Under the Treaty:

3.4.1 the Registry Authority shall Record a properly submitted IDERA;⁷

3.4.2 the Registry Authority and other administrative authorities shall expeditiously co-operate with and assist an Authorised Party in the exercise of the De-registration and Export remedies;⁸

3.4.3 the Registry Authority shall honour a request for De-registration made pursuant to an IDERA;⁹ and

3.4.4 the Registry Authority and other administrative authorities shall honour a request for Export made pursuant to an IDERA, subject to applicable safety laws and regulations.¹⁰

4 **IDERA Recordation**

4.1 **Recordation Requirements and Procedures**

4.1.1 The Registry Authority will accept and Record an IDERA if that IDERA:

- (a) is submitted in writing¹¹ to the Registry Authority substantially in the form of **Annex 1**;¹²

⁷ See Article XIII(2) of the Protocol.

⁸ See Article XIII(4) of the Protocol.

⁹ See Articles IX(5) and XIII(4) of the Protocol.

¹⁰ See Articles IX(5) and XIII(4) of the Protocol.

¹¹ The Convention defines 'writing' in Article 1(nn).

¹² If the form of IDERA, Request, Designation, and Revocation are required to be submitted in a language other than English or French, a translation into one of these languages should be required as well.

- (b) identifies an Aircraft registered or to be registered in the Registry; and
- (c) is signed in line with the requirements of **Annex 5** (i) by an Applicant, or, if an Applicant is not a natural person, an Officer of an Applicant, or (ii) under a Signature Authorisation.

4.1.2 If two copies of an IDERA are submitted to the Registry Authority, the Registry Authority will acknowledge receipt of that IDERA by executing one such copy and returning it.¹³

4.1.3 The Registry Authority will (a) Record an IDERA submitted in line with 4.1.1 within five working days of receipt,¹⁴ and (b) if requested by the Applicant, Authorised Party or Certified Designee, promptly confirm that Recordation is complete.

4.1.4 The Registry Authority will neither Record nor give any effect to an IDERA for an Aircraft if another Recorded IDERA for that Aircraft has not been revoked in line with 5.1.¹⁵

4.1.5 If an IDERA is Recorded, an Authorised Party, or, if a Designation is also Recorded, its Certified Designee shall be the sole person authorised to deliver a Request and exercise the remedies specified in Article IX(1) of the Protocol pursuant to such IDERA.¹⁶

4.2 **Certified Designee**

4.2.1 The Registry Authority will Record a Designation if:

¹³ Simultaneous acknowledgement of receipt is essential given transactional practice. An efficient method would be for the Registry Authority to accept two original writings and immediately countersign one original writing on the signature block contained in the IDERA form and return it to the submitting party. However, acknowledgment could also be effected by (i) stamping a second hard copy of an IDERA 'received' and immediately returning it, or (ii) such other method for simultaneous acknowledgment set out in the regulations. Alternatively, an IDERA meeting the requirements of 4.1.1 can be immediately Recorded when it is submitted. It should be noted that a Registry Authority may choose to permit or require that documents be submitted in electronic format and its acknowledgment may also take that form. In any case, if any of these other methods are intended to replace the Registry Authority's countersignature on a hard copy of an IDERA, this regulation must be modified to clearly provide that the Registry Authority's acknowledgment is effected by the chosen method.

¹⁴ Articles X(6) and XI(8) of the Protocol, if applicable, set out a time period of no more than five working days to complete certain actions. For reasons of simplicity and consistency, a uniform period of five working days is provided here as well.

¹⁵ Only a single IDERA may be recorded and recognised for an Aircraft. See Goode, *Official Commentary* (3rd ed.) at para 3.35.

¹⁶ See Article XIII(3) to the Protocol.

- (a) it is submitted in writing to the Registry Authority substantially in the form of **Annex 2**;
- (b) it identifies a Recorded IDERA or an IDERA submitted with that Designation;
- (c) no other Designation is Recorded for the relevant IDERA, other than a Designation which has been revoked in line with 5.1;¹⁷ and
- (d) it is signed in line with **Annex 5** (i) by the Authorised Party, or, if the Authorised Party is not a natural person, an Officer of the Authorised Party, or (ii) by the foregoing under a Signature Authorisation.

4.2.2 If two copies of a Designation are submitted to the Registry Authority, the Registry Authority will acknowledge receipt of that Designation by returning one copy, indicating in writing that it was 'received'.¹⁸

4.2.3 The Registry Authority will (a) Record a Designation submitted in line with 4.2.1 within five working days, and (b) upon request from an Authorised Party or Certified Designee, promptly confirm that Recordation is complete.

5 **Cancellation of an IDERA or Designation**

5.1 An IDERA or Designation shall be revoked and be of no further effect if a Revocation:

- (a) is submitted in writing to the Registry Authority substantially in the form of **Annex 4**;
- (b) identifies a Recorded IDERA or Designation, as the case may be; and
- (c) is signed in line with **Annex 5** (i) in the case of an IDERA, by an Authorised Party, or, in the case of a Designation, by the Certified Designee¹⁹

¹⁷ This 'one Certified Designee only' approach is intended by the singular term used in Article XIII(3) of the Protocol.

¹⁸ The points made in footnote 13 above apply *mutatis mutandis*.

¹⁹ For simplicity's sake, this provision permits only a Certified Designee to revoke a Designation; the Authorised Party is not able to do so. The Convention does not address this point, however, and so if the Registry Authority wishes to provide the Authorised Party the option to revoke a Designation as well, clause (i) would be amended to read "in the case of a Designation, either the Authorised Party or the Certified Designee..."

and (ii) if the signatory to the Revocation is not a natural person, by an Officer of the foregoing or by the foregoing under a Signature Authorisation.

5.2 An Applicant shall have no power to issue a Revocation or otherwise revoke an IDERA or Designation.²⁰

5.3 If two copies of a Revocation are submitted to the Registry Authority, the Registry Authority will acknowledge receipt of that Revocation by returning one copy, indicating in writing that it was 'received'.²¹

5.4 The Registry Authority will (a) Record a Revocation submitted in line with 5.1 within five working days, and (b) upon request from an Applicant, Authorised Party or Certified Designee, promptly confirm that Recordation is complete.

5.5 Effect of Revocation

5.5.1 The Registry Authority will not accept a Request or take any other action relating to an IDERA that has been revoked in line with 5.1.

5.5.2 The Registry Authority will not accept a Request from a Certified Designee or take any other action on request of a Certified Designee under an IDERA if the Designation of that Certified Designee has been revoked in line with 5.1.

5.5.3 The validity of an IDERA shall not be affected by revocation of a related Designation.

6 **Deregistration and Export**

6.1 A Request will be accepted by the Registry Authority if that Request:

6.1.1 is submitted in writing substantially in the form of ***Annex 3***;²²

6.1.2 identifies an IDERA Recorded in the Registry; and

²⁰ See Article XIII(3) of the Protocol. See Goode, Official Commentary (3rd Ed.) at para 3.34. Note that the administrative exception in Article XIII(3) – revocation by the Applicant with the *consent of the Authorised Party* – has not been included in this regulation since (i) it could lead to practical difficulties of proof and process, and, in any event (ii) the approach taken in 5 of this regulation provides an efficient means of Revocation, thus alleviating the practical need for that administrative exception.

²¹ The points made in footnotes 13 and 17 above apply *mutatis mutandis*.

²² Under Article IX(5)(b) of the Protocol, the Registry Authority may or may not require the Authorised Party to certify that any registered interests ranking in priority to that of the Authorised Party has been discharged or its holder has consented to the De-Registration and Export of the Aircraft. If it does, the requirement for that certification should be added as a new 6.1.4.

6.1.3 is signed in line with **Annex 5** (i) by an Authorised Party or a Certified Designee, or, if the Authorised Party or Certified Designee is not a natural person, by an Officer thereof, or (b) by the foregoing under a Signature Authorisation.

6.2 The Registry Authority will honour each Request submitted in line with 6.1:

6.2.1 to the extent so requested, by (i) effecting the De-registration of the Aircraft, and (ii) taking all action within its power to effect or facilitate the Export of the Aircraft and any Related Engines.²³

- (a) expeditiously, and, in any case, no later than five working days following receipt of the Request;
- (b) without (i) the consent or approval of the Applicant or any other person or entity, (ii) any court²⁴ or administrative or other order or decision of any kind, (iii) any need for the Registry Authority to investigate external facts,²⁵ or (iv) imposing any additional requirements;²⁶ and
- (c) regardless of whether the Authorised Party or its Certified Designee is in possession of the Aircraft or Related Engine²⁷ and notwithstanding that a Related Engine is not installed on the Aircraft.

6.2.2 in the context of Export remedies only, subject to applicable aviation safety laws and regulations.²⁸ For purposes of this regulation, 'applicable aviation safety laws and regulations':

²³ Honoring a Request may involve De-Registration, Export or both, depending upon circumstances. These are independent remedies and one is not conditioned on the other.

²⁴ See Goode, Official Commentary (3rd Ed.) at para 3.31 (The IDERA route 'does not involve a court order' (emphasis added).) That includes for a state requiring leave of the court in its declaration under 54(2) of the Convention. In short, IDERA-based remedies are intended to stand alone. If, despite that intent, a court order requirement is set out in this regulation in states making that declaration, that order must be limited to one under Article 13 of the Convention, granted within the timeframe set out in a declaration related to Article X of the Protocol, if made.

²⁵ Remedies under an IDERA are intended to be 'purely documentary'. See Goode, Official Commentary (3rd Ed.) paras 3.36 and 5.48. That includes whether the Creditor has given notice to 'interested persons' as set out in Article IX(6) of the Convention, the failure of which results in liability under applicable law.

²⁶ See Goode, Official Commentary (3rd Ed.) at para 3.36.

²⁷ See Goode, Official Commentary (3rd Ed.) at para 3.33.

²⁸ As De-Registration ends a state's international obligations in respect of an Aircraft and has no operational implications, there is a strong presumption that compliance with national safety laws and regulations are not required, indeed do not apply, to that remedy. The same is the case for the remedy of Export where it is effectively a legal construct rather than operational (a deemed export), namely, where the Aircraft is then physically located outside the state. In short, the below

- (a) with respect to Aircraft, are those which must be met under the laws of [*name of state*] to permit the operation in its airspace of an aircraft under a ferry or other special flight permit issued by the aviation authority of the state of registration of that aircraft (**ferry flight rules**); and
- (b) do not include any requirement (i) for the issuance of an export certificate of airworthiness, or (ii) without limiting 6.3, for any documents in the possession of, or any action by, an operator of an aircraft.

6.3 A Request will have following additional effects:

6.3.1 To the extent within its reasonable control, the Authorised Party is responsible²⁹, promptly following but not as a condition to the De-registration and Export of the Aircraft, for:

- (a) removing or covering the Registry's nationality marks on the Aircraft;
- (b) returning to the Registry Authority the original (i) certificate of registration for the Aircraft, and (ii) certificate of airworthiness for the Aircraft; and
- (c) changing the Aircraft's transponder code so that it no longer indicates that such Aircraft is registered in [*name of state*].

6.3.2 Upon notice to the operator, the Aircraft may not be operated unless and until it is re-registered and can be lawfully operated under applicable airworthiness rules.

6.3.3 A Request with respect to an Aircraft will be honoured under 6.1 and 6.2 without regard to the identity of the engines and other equipment then installed on that Aircraft.³⁰

6.3.4 Export remedies under 6.1 and 6.2 will be made available for any Related Engines which are not then installed on the Aircraft.³¹

discussed ferry flight rules are principally apposite to the remedy of Export where the aircraft is then located in the state.

²⁹ The Authorised Party's 'responsibility' is only meant to establish the responsibility as between the Authorised Party and the Registry Authority: the Applicant or a third party may have such responsibility contractually.

³⁰ Under the Convention, 'aircraft' includes installed engines and equipment – it is not necessary for the Registry Authority to inquire whether the originally installed equipment is still attached to the Aircraft – that is for the interested parties to work out amongst themselves.

³¹ See Article IX(1)(b) of the Protocol, extending Export remedies to 'aircraft objects,' which includes engines.

6.4 Without limiting the Registry Authority's authority to De-Register aircraft under applicable law, an Aircraft for which there is a Recorded IDERA may not be De-Registered on the request of the Applicant, unless that IDERA is the subject of a Revocation.³²

7 **Assignments**

Rights under the documents set out in this regulation may not be assigned except with the express consent of the Registry Authority.³³

8 **Forms**

- 8.1 **Annex 1 – IDERA**
- 8.2 **Annex 2 – Designation**
- 8.3 **Annex 3 – De-Registration and Export Request**
- 8.4 **Annex 4 – Revocation**
- 8.5 **Annex 5 – Formalities**

³² The use of the word “sole” in Article XIII(3) of the Protocol and in clause (i) of the form of IDERA annexed to the Protocol was intended to prevent the Applicant from De-Registering an Aircraft for which an IDERA has been Recorded and this regulation is drafted to adopt that interpretation, in which case an Applicant may De-Register an Aircraft for which an IDERA has been Recorded by obtaining a Revocation from from the Authorised Party or Certified Designee and submitting the Revocation to the Registry Authority with its own De-Registration request. In any case, the Registry Authority would always retain the authority to De-Register an Aircraft pursuant to its own regulations.

³³ The effect of this provision is that, in the case of assignments in the underlying transactions or the sale of aircraft, existing IDERA and Designations cannot be transferred but must instead be revoked and new ones issued.

Annex 1

IDERA

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Irrevocable De-Registration and Export Request Authorisation

The undersigned is the registered [operator][owner]³⁴ of the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark], with the following Related Engines [insert description of engines, by model and manufacturer's serial number] (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 the 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 state]; and
- (ii) confirmation that the Authorised Party or the person it certifies as its designee (the 'Certified 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 state] shall co-operate with the Authorised Party with a view to speedy completion of such action.

³⁴ Select the term that reflects the relevant nationality registration criterion.

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]

Annex 2

Designation

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Designation Under Irrevocable De-Registration and Export Request Authorisation, dated [insert date of IDERA] by [insert name of operator/owner] for the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark] (the 'IDERA')

The undersigned is the Authorised Party (this and all other terms used in this Designation have the meanings given in the IDERA) under the IDERA.

Under 4.2 of [describe the regulation] the undersigned hereby designates [insert name of Certified Designee] as the 'Certified Designee' for all purposes of [describe regulation], effective immediately and until this Designation is revoked under 5.1 of [describe the regulation].

[insert name of Authorised Party]

Agreed to and lodged this
[insert date]

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

[insert relevant notational details]

Annex 3

Request

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Irrevocable De-Registration and Export Request Authorisation, dated [insert date of IDERA] by [insert name of operator/owner] for the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark] (the 'IDERA')

Aircraft: [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark]

[Related Engines: [if relevant, insert description, by model and manufacturer's serial number]]

The undersigned is the [Authorised Party][Certified Designee] (this and all other terms used in this Designation have the meanings given in the IDERA) under the IDERA.

[The undersigned hereby certifies that all registered interests ranking in priority to that of the Authorised Party have been discharged or that the holders of such interests have consented to the [de-registration and export of the Aircraft][export of the Related Engine].]³⁵

Under 6 of [describe the regulation] the undersigned hereby requests as soon as practicable, and, in any case, within five working days [(i) de-registration of the Aircraft, with notice of such de-

³⁵ This certification may be required by the Registry Authority under Article IX(5) of the Protocol. If it is not required, then the bracketed wording should be deleted from this form.

registration immediately thereafter sent to [insert name of state where the Aircraft is intended to be subsequently registered] and (ii) co-operation of the [insert name of Registry Authority] and other administrative authorities in [insert name of state] in the export of the [Aircraft][Related Engine]³⁶ from [insert name of state].³⁷

[insert name of Authorised Party/Certified Designee]

Agreed to and lodged this
[insert date]

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

[insert relevant notational details]

³⁶ If Export of one or more Related Engines (rather than an Aircraft) is sought, a reasonably detailed description of the Related Engine(s) should be provided.

³⁷ The Authorised Party or Certified Designee may request either (i) or (ii) or both – De-Registration and Export are separate and distinct remedies.

Annex 4

Revocation

[Insert Date]

To: [Insert Name of Registry Authority]

Re: Irrevocable De-Registration and Export Request Authorisation, dated [insert date of IDERA] by [insert name of operator/owner] for the [insert the airframe/helicopter manufacturer name and model number] bearing manufacturer's serial number [insert manufacturer's serial number] and registration number [number][mark] [insert registration number/mark] (the 'IDERA')

[if this is a revocation of a Designation, include: The Designation, dated [insert date of Designation] by [name of Authorised Party] designating [insert name of Certified Designee]

The undersigned is the [Authorised Party][Certified Designee] (this and all other terms used in this Revocation have the meanings given in the IDERA) under the [IDERA][Designation].

In line with 5.1 of [describe the regulation] the undersigned hereby revokes the [IDERA][Designation], effective immediately.

[insert name of Authorised Party]

Agreed to and lodged this
[insert date]

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

[insert relevant notational details]

Annex 5

Formalities³⁸

1. A document that indicates it was signed in [*name of state*] will be accepted by the Registry Authority without additional formalities.³⁹
2. A document that indicates it was signed outside [*name of state*] will be accepted by the Registry Authority if notarised locally and apostilled or legalised at a [*name of state*] embassy or consulate.⁴⁰

³⁸ The purpose of this annex is set out any signature formalities the Registry Authority requires. In order to give effect to the Treaty provisions applicable to IDERA, which intend for the De-Registration and Export remedies to be made available expeditiously, any such formalities should be kept to a minimum.

³⁹ No special signing formalities should be required, and certainly none beyond that those applicable to other documents accepted by the Registry Authority.

⁴⁰ Customary notarisation and legalisation process should be specified for documents signed outside the country.

