

February 19, 2021

Via Electronic Submission

Docket DOT-OST-1998-3304
Docket Management Facility
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re. Family Assistance Plan of Aura Airlines, S.L.

Dear Sir or Madam,

Please find enclosed the Family Assistance Plan of AURA AIRLINES, S.L. (“AURA”) filed in accordance with the requirements of 49 U.S.C. Section 41313, as amended by the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21) and the Vision 100 – Century of Aviation Reauthorization Act.

Additionally, please be advised that the numbers to reach AURA’s operations staff 24 hours a day in the event of an emergency has been redacted from the enclosure provided to the Department of Transportation. The unredacted version has been provided directly to the National Transportation Safety Board.

Please contact me if you have any questions.

Sincerely,



Leire Mugarra L.
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Enclosure

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WillisTowersWatson 

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy XL Catlin Services SE French Branch 80123418A17(Liabilities) and other Insurance Companies, Excess War Liability policy 80123421A17 (London Market) which all expire at Midnight 19 June 2018, Local Standard Time.



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vacation airlines



Paris, 15 June 2017

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**SERVICE AGREEMENT BETWEEN
AURA AIRLINES SL (GOWAIR)
AND
KENYON®
INTERNATIONAL EMERGENCY SERVICES, LTD.**

THIS AGREEMENT by and between KENYON INTERNATIONAL EMERGENCY SERVICES, LTD. a United Kingdom corporation with corporate office address 1 The Western Centre, Western Road, Bracknell, Berkshire RG12 1RW, UK and registered in England with Companies House under company number 9056220 ("Kenyon"), and AURA AIRLINES SL (gowair) a company duly organized under the laws of Spain, with registration number B87520581 and principal place of business at Avda De La Vega Numero 15, 4º Planta 28108 - (Alcobendas) - Madrid ("the Client").

WHEREAS, Kenyon is in the business of providing emergency response and consulting services in the event of disasters; and

WHEREAS, the Client desires to engage Kenyon for such services in connection with its operations and Kenyon is willing to provide such services;

NOW, THEREFORE, the parties have agreed as follows:

DURATION

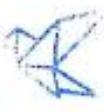
1. This Agreement becomes effective on **1st June 2017** for an Initial Term of 3 (three) years, ending on **31st May 2020**. Following the Initial Term, this Agreement shall continue in force until it is terminated in accordance with the terms of this Agreement. In accordance with clause 10, the initial retainer payment will be paid by the effective date of this Agreement and subsequent retainer payments on the anniversary date each year this Agreement is in force.

SERVICES – EMERGENCY RESPONSE

2. Emergency and consulting services specified by the Client under this Agreement and to be provided by Kenyon in accordance with this Agreement are contained in Exhibit A: Statement of Work (the "Services").
3. The Client will note Kenyon's 24-hour emergency telephone numbers (UK: +44 (0) 1344 316650) (US: +1 (281) 872-6074) in their emergency operations manual so that Kenyon can be alerted immediately in the event of an incident. Kenyon shall immediately advise the Client of any change to Kenyon's emergency contact information.

Kenyon International Emergency Services, Ltd.
Revision: 1 April 2016

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gowair Initials **JT**
Kenyon Initials **J**

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4. In the event of an incident, the Client will activate the Services by calling the appropriate emergency number set out in clause 3. Upon activation, the Client will provide the name and contact details of the senior representative of the Client that Kenyon will communicate and coordinate with during and after an incident.
5. Kenyon will react immediately on activation of the Services by sending 'first responders,' locations will be determined between the Client and Kenyon. The first responders will assist in determining requirements for follow-on team size, configuration and timing of arrival of team(s) to conduct specific emergency services described in Exhibit A on behalf of the Client. Activation of the first responders will commence on Client activation of the Services under clause 4.
6. Kenyon will activate its Disaster Recovery Services (Attachment A) and Crisis Communications Service (Attachment B) on receipt from the Client of a completed Work Authorization Agreement (WAA) (Exhibit C). The WAA will set out the agreed team configurations, equipment requirements and personnel requirement. Subsequent changes to team configuration, equipment requirements and personnel will be authorized and documented by the Client on additional WAA. The Kenyon Disaster Human Services (Attachment C), Kenyon International Call Center (Attachment D) and Media Call Center Services (Attachment E) do not require a WAA for activation as this may impact unnecessarily on the Kenyon response times. Accordingly, Disaster Human Services, Kenyon International Call Center and Media Call Center will commence on activation of the Services under clause 4. Kenyon will deploy such resources at the Kenyon Crisis Management Center as required to support the operation according to the number of personnel deployed in the field.
7. Kenyon will make all necessary arrangements to transport Kenyon personnel and equipment to the scene of the incident and other locations as authorized by the Client. Travel will be accomplished in business class (or equivalent) when traveling in excess of 5 hours to ensure arrival of the team in condition to commence work. Lodging at the incident site and other locations as required will be at a standard equivalent to that afforded the management of the Client.
8. When responding to an incident, under the direction of the Client, Kenyon shall have the authority to act on behalf of the Client in carrying out its duties and obligations pursuant to Exhibit A. The Client agrees that Kenyon personnel that deploy to the incident site may be rotated to mitigate Critical Incident Stress and/or undue hardships on Kenyon personnel.
9. The Client shall pay for all expenses for services rendered, supplies and equipment supplied by Kenyon, in response to an incident in accordance with the Kenyon Rate Schedule current at the time of activation. The current Rate Schedule at the date of issue of this Agreement is attached at Exhibit B. Kenyon may amend the Rate Schedule from time-to-time. The current applicable Rate Schedule can be requested from Kenyon at any time during the period of the Agreement. It is understood that the Client guarantees reimbursement of these fees within 30 (thirty) days upon receipt by the Client of an itemized invoice and satisfactory proof of such expenses. If an expense is disputed by the Client, it is still the responsibility of the Client to pay any remaining balance within 30 (thirty) days from receipt of the invoice.

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ASSISTANCE PLAN FOR CIVIL AVIATION ACCIDENT VICTIMS AND THEIR FAMILIES.

CHAPTER 1 - SCOPE OF THE ASSISTANCE PLAN

1.0. Glossary

FCC	Family Care Centre.
CMC	Crisis Committee
SDR	Special Drawing Rights as defined by the International Monetary Fund
ERM	Emergency Response Manual.
OCC	Operations control department, in our case AEROGATE
PECO	Person designated as contact person by the administration.
DGs	Dangerous goods
NOTOC	Notification to the Captain
ROT	Ground operations manager
SITA	Text messages, teletypewriting similar to a telephone network, (telegraphic system).
RAAV	Support manager for victims and families at airports.

1.1. Objective of the Assistance Plan

1.1.1. Introduction, objective of the Plan, scope

The purpose of this Victim Assistance Plan is to improve aviation safety by ensuring a high level of efficiency, diligence and quality of investigations, whose sole objective is the prevention of future accidents and incidents, without determining fault or responsibility.

This plan complies with regulations on the availability of information in good time concerning all persons and dangerous goods on board an aircraft involved in an accident. It also aims to improve assistance to victims of air accidents and their families.

When an emergency occurs, in most cases there are a number of people involved. These people may be customers of our Company, employees, or third parties who may be accidentally affected by the emergency. Independently of these people, we usually meet with family members, friends and other people who are legitimately interested in knowing the situation and condition of the former.

Family members are people who are related to passengers, crew members, employees and others affected by the emergency, according to the traditions of their cultural identity. In certain situations, and depending on the cultural environment, persons united by non-traditional relationships (unmarried couples, etc.) should also be considered as family members.

1.1.2. Definitions/terminology

For the purposes of this plan, the following definitions shall apply:

1. "accident": any occurrence which, in relation to the operation of an aircraft, takes place, in the case of manned aircraft, in the period between the time when any person boards the aircraft with the intention of taking a flight and the time when any such person disembarks, or which takes place in the case of unmanned aircraft, in the period between the time when the aircraft is ready to be moved with the intention of flight and the time when it stops at the end of the flight and the engines used as a primary source of propulsion are switched off, and during which
 - a. a person suffers fatal or serious injury as a result of:
 - i. being on the aircraft, or
 - ii. coming into direct contact with any part of the aircraft, including parts which have become detached from the aircraft, or
 - iii. direct exposure to a reactor jet,
2. except where the injuries are due to natural causes, are self-inflicted or caused by other persons, or are injuries sustained by stowaways hiding outside areas normally intended for passengers and crew, or

- a. the aircraft suffers structural damage or failure which adversely affects its structural strength characteristics, performance or flight characteristics, and which would normally require major repair or replacement of the damaged component, except in the case of engine failure or breakdown, where the damage is limited to a single engine (including its cowl or accessories), propellers, wing tips, antennas, probes, wings, tyres, brakes, wheels, hulls, panels, landing gear doors, windscreen, aircraft skin (such as small dents or holes in the skin), or to minor damage to main rotor blades, rear rotor blades, landing gear, as well as damage resulting from hail or bird strike (including random holes), or
 - b. the plane disappears or becomes totally inaccessible;
3. "accredited representative" means a person appointed by a State, on the basis of his or her qualifications, to participate in a safety investigation conducted by another State. An accredited representative appointed by a Member State must belong to a safety investigation authority;
4. "adviser" means a person appointed by a State, on the basis of his or her qualifications, to assist the accredited representative in a safety investigation;
5. "causes" means actions, omissions, events, conditions, or a combination thereof, which have led to an accident or incident; the identification of causes does not imply the attribution of blame or the determination of administrative, civil or criminal liability;
6. "fatal injury" means any injury suffered by a person in an accident which results in his/her death within 30 days of the date of the accident;
7. "flight recorder" means any type of recorder installed on the aircraft to facilitate safety investigation in accidents or incidents;
8. "incident" means any occurrence associated with the operation of an aircraft, other than an accident, which affects or is likely to affect the safety of its operation;
9. "International Standards and Recommended Practices" means the international standards and recommended practices for the investigation of aircraft accidents and incidents, adopted pursuant to Article 37 of the Chicago Convention;
10. "investigator-in-charge": the person responsible, by virtue of his or her qualifications, for the organisation, conduct and control of a safety investigation;
11. "operator" means any natural or legal person who operates or wishes to operate one or more aircraft;
12. "person involved" means the owner, a crew member, the operator of the aircraft involved in an accident or serious incident; any person involved in the maintenance, design, or manufacture of that aircraft, or in the training of its crew; any person involved in air traffic control service, flight information provision or airport services, who has provided services to the aircraft; the staff of the national civil aviation authority, or the staff of EASA
13. "preliminary report": the communication used for the rapid dissemination of the data obtained during the first phases of the investigation;
14. "relatives" means the immediate family members, close relatives and any other person closely associated with the victim of an accident, in accordance with the victim's national law;
15. "safety investigation" means the activities conducted by a safety investigation authority for the purpose of preventing accidents and incidents; these activities include the collection and analysis of information, the drawing of conclusions, including the identification of causes or contributing factors, and, where appropriate, the making of safety recommendations;
16. "safety recommendation" means a proposal issued by a safety investigation authority, based on information from a safety investigation or other sources such as safety surveys, and formulated with the intention of preventing accidents and incidents;
17. "serious incident": any incident which is related to the operation of an aircraft and which involves circumstances indicating a high probability of an accident occurring, where, in the case of manned aircraft, such operation occurs in the period between the time any person boards the aircraft with the intention of flight and the time any such person disembarks, or which takes place, in the case of unmanned aircraft, in the period between the moment when the aircraft is ready to be put into motion with the intention of flying and the moment when it stops at the end of the flight and the engines used as a primary source of propulsion are switched off. A list of examples of serious incidents is set out in the Annex;
18. "serious injury" means any injury suffered by a person in an accident which has one of the following consequences:
 - a. hospitalisation of more than forty-eight hours, starting within seven days of the date of injury;
 - b. breakage of any bone (except simple fractures of fingers, toes, or nose)
 - c. lacerations that cause severe bleeding or damage to nerves, muscles, or tendons

- d. injuries to any internal organ;
- e. second or third degree burns, or burns affecting more than 5% of the body surface;
- f. proven exposure to infectious substances or harmful radiation

1.2. Basic regulatory framework.

National legislation

- Law 1/2011 of the 4th March, which establishes the State Operational Safety Programme for Civil Aviation and modifies Law 21/2003 of 7 July on Air Safety: Articles 37.3 and 60.3. 6th and 7th.
- Royal Decree 632/2013 of the 2nd of August on assistance to victims of civil aviation accidents and their families and amending Royal Decree 389/1998 of the 13th of March regulating the investigation of civil aviation accidents and incidents
- Coordination Protocol for Assistance to Victims of Civil Aviation Accidents and their Families, approved by Resolution of the 14th of May 2014 of the Undersecretary of the Interior Ministry.

1.2.2. International legislation and regulations.

- Regulation (EU) 996/2010 of the European Parliament and of the Council of the 20th of October 2010 on investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC: Arts. 20 and 21
- ICAO Doc. 9998- ICAO Policy on Assistance to Aircraft Accident Victims and their Families
- ICAO Doc. 9973- Manual on assistance to victims of air accidents and their families.

1.3. Collaboration with government and regional bodies

In the case of an emergency that activates the ERM, and in order to reduce the damage caused, the maximum collaboration of all the parties involved is necessary.

Therefore, AURA AIRLINES will facilitate at all times all actions/decisions to be taken, exchange of information, maximum collaboration, and actions to be followed with:

- public intervention services for the care of victims and families, within the organisational framework of the civil protection plans of the Spanish Autonomous Communities.
- the Self-Protection Plans of the Spanish airports in which the company operates, which ensure optimum coordination of the measures put in place for the care of victims and their families.
- the Government Delegations in the Autonomous Communities and other services of the General State Administration

CHAPTER2 - IDENTIFICATION OF PERSONS IN CHARGE

2.1. Identification of the person responsible for the plan

The person designated by the company as responsible for the implementation of the plan. According to Art. 18.4 of RD632/2013:

[redacted]

In absence contact:

[redacted]

2.2. Identification of the person designated by the company.

The person designated by the company as the company's interlocutor with the contact person provided for in the R.D. Art.18.1 of RD 632/2013:

[redacted]

CHAPTER 3 - NOTIFICATION LIST OF PASSENGERS AND DANGEROUS GOODS ON BOARD

3.1. Protocol or procedure for notifying the list of passengers on board

AURA AIRLINES will always have a list of passengers boarding its flights, the handling agent at the airport of origin will send the final list of boarding passengers to the flight control department, OCC Aerogate by e-mail or SITA.

AURA AIRLINES will provide information on the list of passengers and crew members on board to the person designated as the PECO contact from where the accident occurred, if other PECO's are activated, they will be referred to the first one. This information will always be sent within 2 hours of the incident.

AURA AIRLINES, will not provide the list to anyone other than the PECO, protecting the confidentiality of the information, so contact the handling to block it. The name of the persons on board the aircraft will not be made public before the relatives of that person have been informed by the competent authorities. The confidentiality of passenger lists will be maintained, in accordance with Union and national law, and the name of each person on the list will be made public only if the relatives of the respective persons on board do not object.

The company AURA AIRLINES, in the process of contracting its services, will offer the possibility of providing the name and address of a contact person in case of an accident in accordance with Art. 20 of Regulation 996/2010.

3.2. List of dangerous goods on board

The company AURA AIRLINES will always have the documentation of the cargo transported on its flights, the handling agent at the airport of origin will send a copy of the NOTOC with the information to the flight control department, OCC Aerogate by e-mail or SITA.

AURA AIRLINES will provide information on the goods and DGs transported to the person designated as the PECO contact from where the accident occurred. If other PECO's are activated, they will be referred to the first one. This information will always be sent within 2 hours of the incident.

AURA AIRLINES will not provide any information on dangerous goods transported, except to the PECO, protecting the confidentiality of the information.

CHAPTER 4 - ATTENTION TO QUERIES AND CONSULTATIONS

4.0. Fleet

The Airbus A320 is a narrow-body, short- to medium-range commercial jet aircraft developed by Airbus, a consortium of European aerospace companies currently controlled by the EADS corporation. The AURA AIRLINES model configuration is 180 passengers, 2 flight crew and 4 cabin crew.

4.1. Resources available for consultations (Call Centre)

The provider of the call centre will be Kenyon, a specialist in airborne disaster relief. Activating its staff in an exponential way, from the activation time they will be able to attend to 2000 calls/hour. Enough resources to attend the calls of the relatives of our fleet, (A320 of 180 pax).

Its aim is to collect all information relative to passengers, crews or others affected by the emergency, both information originating from the place of the emergency, from reception centres and hospitals, and from families and friends, in order to pass it on, as it is completed, to the people who need it and who are entitled to obtain it.

Once it is operational, the access number that the Company has planned for this purpose will be published. In accordance with the provisions of RD 632/2013 dated 2nd of August, the languages in which calls received will be handled will be at least in Spanish and English, although a wide range of languages can be covered, with the possibility of other languages depending on the nationality and origin of the passengers concerned.

The opening hours will be 24 hours until the complete end of the emergency.

Provision to enable sufficient telephone lines to handle the expected volume of calls by specifying:

Telephone numbers will be published in press releases, company statements and on the website, www.auraairlines.com

All the call centre staff are experts in attending to victims and their families, as they are an exclusive service provider for these incidents.

4.2. Location of the victims' relatives.

In order to be able to quickly provide information to passengers' relatives about the presence of their family members on board the crashed aircraft, AURA AIRLINES will offer travellers the possibility of providing the name and address of a contact person in the event of an accident during the ticket purchase process. This information is used only in the event of an accident and will not be communicated to third parties or used for commercial purposes.

AURA AIRLINES will make every effort to locate the relatives of the victims of the accident about whom no consultation has been made. To this end, AURA AIRLINES will use the billing systems, the reservation system, the calls received from commercial telephone lines and the Call Centre and the commercial agreements with other companies. After making all possible internal checks and confirming the existence of passengers for whom no consultation has been made within 24 hours of the accident being reported, the CMC ground operations: (ROT) will provide the Administration's Contact Staff with the list of passengers and crew members to coordinate the search through the embassies and consulates, both national and foreign, with the State Support Committee, SSC.

The names of the persons on board the aircraft will not be made public before the relatives of that person have been informed by the competent authorities. Confidentiality of passenger and crew lists will be maintained in accordance with Union and national law, and the name of each person on the list will be made public only if the families of the respective persons on board do not object.

CHAPTER 5 - ASSISTANCE TO FAMILIES AND SURVIVORS

ORG 4.1.18 (V)

5.1. Definition of the beneficiary of the assistance

Detail the scope and number of beneficiaries (Art. 2.2 and 14.1 of the RD)

For the purposes of the provisions of RD 632/2013, according to its article 14.1, the needs of five family members for each person on board the aircraft involved in the accident will be met, if they can prove it. If the number is less than 5, this number will be met. If the number is higher, the CMC of the HR department shall establish the criteria to be followed for attending to the specific needs of each person, depending on the specific circumstances.

The rest of the concepts used in this royal decree will be subject to the definitions of EU Regulation No 996/2010, dated 20th October.

5.2. Supply of facilities (Art. 13 of the RD).

In the first phase, through the Survivors' Reception Centres (SRC) and Family Centres (FRC) activated at the airport, the Handling Agent with representatives assigned to each of the centres, will gather as much information as possible on those affected by the emergency and their families and loved ones who have presented themselves at the airport, supervising and guaranteeing that they receive all the necessary assistance.

AURA AIRLINES, in collaboration with the airport manager, will provide the relatives of the people on board the damaged aircraft with a suitable place to receive assistance and information and with sufficient privacy, both in the places of origin and destination of the flight and at the accident site. As soon as possible, they will try to provide a place away from the airport. Preferably hotels where the families of the deceased and the injured are separated.

In the places set up in accordance with the above, assistance will be ensured and access to the necessary communication services will be facilitated to contact relatives who are not present.

All the information regarding the facilities available for the emergency will be included in the local emergency plans of the destinations operated by AURA AIRLINES.

Upon the arrival of the company's intervention team that will travel to the site of the accident (GoTeam), it will collect and manage the needs of victims and family members, as well as proceed to set up the Family Care Centre (FCC) as soon as possible, in order that airport lounges can be closed, or if the accident/incident has occurred at an intermediate point in the flight, the relatives can be in a quiet place.

AURA AIRLINES will set up the Family Care Centre (FCC) away from the airport unless the authority requires otherwise.

The FCC will be provided by the company, as well as the personnel for the start-up of the Centre, said personnel will collaborate in the identification and registration of relatives, will provide assistance and any logistic resources not foreseen being the responsibility of AURA AIRLINES, either the person in charge of AURA AIRLINES or the handling agent assigned to the assistance in the FCC those who provide any necessary assistance requested by the relatives.

When FCCs are located in hotels, they should be in four- and five-star hotels, and if possible, have all the requirements to meet the standards for assistance to victims and their families.

In regards to facilities AURA AIRLINES will provide security personnel, who will support the FF and CC to restrict access to family members and investigation authorities, as well as the different areas of the interior dedicated exclusively to the support plan. It will have common spaces equipped with privacy both for the joint attention of those affected and their families and for the use of the different work teams responsible for the emergency response. It will have spaces for private use for personal notifications, examinations, meeting point, use of the Contact Person and his/her team, of the medical and psychosocial assistance teams, AURA AIRLINES personnel, etc. And it will also have rooms for all family members, including rest rooms for those who do not wish to stay in the hotel. For communication, it will provide Wi-Fi network or free internet access, telephones and TV in all rooms and common areas, conference, and refreshment rooms

We will work together with:

- public intervention services for the care of victims and families, within the organisational framework of the civil protection plans of the Spanish Autonomous Communities.
- the Self-Protection Plans of the Spanish airports in which the company operates, which ensure optimum coordination of the measures put in place for the care of victims and their families.
- the Government Delegations in the Autonomous Communities and other services of the General State Administration

5.3. Provision of transport and accommodation for family members and survivors (Art. 14 of the RD).

AURA AIRLINES will provide return tickets to/from the place of the accident for at least 5 members of each family that visit the accident site or hospitals where the injured are located.

They will also provide tickets, or reimburse the cost of tickets, for other means of transport that may be required.

Efforts will be made to select four- or five-star hotels or local equivalent within the availability of the site.

It is preferable to use different hotels for different needs. If there are not enough hotels, survivors and family members should at least be separated from the places where GoTeam members are staying if the GoTeam is in a hotel.

Family members of victims must be accommodated separately from family members of survivors. Survivors and their families should, as far as possible, be accommodated in the same hotels.

The aim is, as far as possible, to accommodate the crew members and their families in hotels different to those of the passenger concerned and their family members.

In the hotels where the relatives of the victims are staying, it is advisable to guarantee an atmosphere of tranquillity, and the availability of places where they can receive the assistance they need (psychological, religious, etc.)

In the hotels where the displaced teams are staying, there will be a need for meeting places to coordinate their activities and for working facilities (communications and computer facilities).

5.4. Psychological assistance. (Art.15 of the RD)

AURA AIRLINES have a collaboration agreement with Kenyon to provide answers and assistance to victims and their families in the event of an emergency.

According to this agreement, if necessary, AURA AIRLINES will activate, through Kenyon, providers of humanitarian and psychological aid services and external specialists (Kenyon, Red Cross, ...).

Through the established partnership agreement, psychological support providers will also be provided for the duration of the trip, for those who are travelling, and for a reasonable period of time, for those who are not travelling, with specialised persons, the psychological assistance and counselling needed for families and survivors to overcome the trauma produced by the accident or incident. The latter will accompany the families that move and the survivors during their transfer, always trying to be aware of their material and psychological needs.

We will work together with:

- public intervention services for the care of victims and families, within the organisational framework of the civil protection plans of the Spanish Autonomous Communities.
- the Self-Protection Plans of the Spanish airports in which the company operates, which ensure optimum coordination of the measures put in place for the care of victims and their families.
- the Government Delegations in the Autonomous Communities and other services of the General State Administration

5.5. Immediate financial assistance. (Art.15 of the RD)

AURA AIRLINES have insurance that covers its responsibility for the transport of passengers, luggage, cargo and third parties that could be affected by an accident.

By virtue of article 15 of RD632/2013, AURA AIRLINES will provide the victims and their families with the necessary support to face and help overcome the accident and the grieving process after the emergency.

- The Legal and Financial Department of AURA AIRLINES will provide information on the immediate financial assistance it provides to family members and survivors, as well as on their economic rights in relation to the accident, inter alia on the details of insurance taken out and advance payments made in accordance with the provisions of the 1999 Montreal Convention for the Unification of Certain Rules for International Carriage by Air and Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13th of May 2002 amending Council Regulation (EC) No 2027/97 on European airline liability in the event of accidents, injury or death of passengers.
- To this end, when confirming the information with the CMC, they will contact the broker and advise them on the information collected so far. They will then provide the information to the law firms abroad in order to serve the crew.
- The air carrier must make an advance payment to cover immediate economic needs within 15 days from the day on which the person entitled to compensation is identified.
- In the event of death, this advance may not be less than 16,000 SDRs* (approximate amount in local currency).
- For damages up to 113,100 SDRs* (approximate amount in local currency) the carrier cannot contest claims for compensation. Above that amount the air carrier can only contest a claim if it can prove that it was not negligent or otherwise at fault.
- The assistance will be offered by KENYON INTERNATIONAL EMERGENCY SERVICES which will be activated with the notice of the CMC Coordinator.

* 'SDRs': Special Drawing Rights as defined by the International Monetary Fund

5.6. Personal effects. (Art.16 of the RD)

Through the collaboration agreement in emergencies established with Kenyon, a specialised service is available for the recovery, storage, and cleaning of the personal effects of those affected and the cargo. The company currently providing this service is KENYON.

The protection and return of objects will be made, at the request of the interested parties, whenever possible (and, when authorised by the Insurance Company), unless these objects are retained for the purposes of the safety investigation of the accident or judicial investigation.

CHAPTER 6 - HUMAN AND MATERIAL RESOURCES TO COVER ASSISTANCE

6.1. Human resources (Art. 18.2 of the RD)

Own personal means

AURA AIRLINES have their own personnel to carry out the tasks contained in the different teams activated in the event of an aeronautical emergency.

The description of these teams, as well as their assigned tasks, are contained throughout this Emergency Response Manual (ERM).

External personnel resources.

AURA AIRLINES have a collaboration agreement with Kenyon to respond and assist victims and families in case of an emergency.

According to this agreement, if necessary, Kenyon will activate the Telephone Information Centre (TIC) to attend to calls from family and friends. Likewise, providers of humanitarian aid services and external specialists (Kenyon, Red Cross, Mapfre, EuropAssistance...) may also be activated.

Also available at each of the airports where AURA AIRLINES operate are the personal resources provided by the Handling Agents. The Handling Agent that performs activities for AURA AIRLINES have and keeps updated a Local Emergency Plan aligned and coordinated with the Emergency Plan of the airport where they perform activities and the requirements established by the current legislation.

The Government Delegations in the Autonomous Communities and other services of the General State Administration will be contacted for their collaboration.

6.2. Material resources.

AURA AIRLINES, in collaboration with the airport manager, will provide the relatives of the people on board the damaged aircraft with a suitable place to receive assistance and information and with sufficient privacy, both in the places of origin and destination of the flight and at the site of the accident.

In the places set up in accordance with the above, assistance will be ensured and access to the necessary communication services will be facilitated to contact relatives who are not present.

Preferably hotels, four or five stars, will be provided and if possible, with all the above-mentioned requirements of assistance and comfort.

All the information regarding the facilities available for the emergency will be included in the local emergency plans of the destinations operated by AURA AIRLINES.

6.3. Liability regime for code sharing or aircraft leasing

The assistance plan includes the implementation of measures for all AURA AIRLINES flights, including flights with code sharing with other airlines or leasing of aircraft to other airlines with or without crew to operate AURA AIRLINES flights.

6.4. Coordination with government and airport resources

AURA AIRLINES, through the local airport plans, will coordinate with the RAVV who will determine the areas to be provided for offering assistance to the victims and their families, giving the RAVV all the possible support in human and material resources it needs.

In addition, AURA AIRLINES, after contacting the corresponding PECO, will contact civil protection and the government delegation of the autonomous communities involved to open a direct line of communication. This communication will be done through the ROT.

CHAPTER 7 - VISIT TO THE ACCIDENT SITE AND COMMEMORATIVE ACTS

7.1. Visit to the accident site.

The airline, in collaboration with the airport manager, Government Delegations in the Autonomous Communities and other services of the General State Administration, will facilitate visits to the accident site by accident victims and their families, as well as by associations of air accident victims.

7.2. Celebration of commemorative events

In the event of carrying out any act or commemorative ceremony according to Art. 17.b) of the RD, AURA AIRLINES will contact the victims of the accident and their families, as well as the associations constituted by them, to carry out the ceremonies.

CHAPTER 8 - PERSONNEL TRAINING AND DRILLS

8.1. Training plans (Art.19.1 of the RD)

AURA AIRLINES have an Emergency Training Plan for all personnel with responsibility in the ERM in section 13.

The training plan includes different types of activities such as simulations, classroom-based training courses or e-learning. Training in regards to the Plan is carried out at 2-year intervals for AURA AIRLINES staff and on 2 occasions every 24 months for OCC personnel.

The Compliance Control Department will verify through internal audits that both AURA AIRLINES and OCC personnel and the external contractor have received the necessary training in emergency and victim assistance.

8.2. Carrying out of drills (Art. 19.2 of the RD).

AURA AIRLINES undertake to carry out an emergency activation drill at least once every two years. In addition, a simulation will be carried out every 5 years in collaboration with the competent civil protection authorities in the locality where the simulation is carried out, in coordination with the airport manager and the contact person.

EASA must be notified 3 months in advance of the simulation schedule and has the right to attend and verify the validity and management of the Emergency Action Plan

CHAPTER 9 - REVIEW AND UPDATE OF THE PLAN

9.1. Review and updating of the Plan (Art.19.3 of the RD).

The Compliance Department will verify through internal audits that the ERM and consequently the AURA AIRLINES Victim Assistance Plan has been updated in accordance with organizational and legislative changes.

Every time the ERM is activated; AURA AIRLINES must follow the following procedures after an emergency occurs, whether the ERP is executed correctly or not, or whether it was a drill or a real situation:

- Meet with all staff involved in the emergency response plan.
- Hold a detailed briefing. All staff involved should participate.

- After the meeting, all personnel will send emails with comments and feedback.
- A report will be made with the correct measures and the improvements detected once the above information has been collected.

Based on the report, the ERM and Victim Assistance Plan will be updated with the deficiencies detected in the emergency and subsequent meetings.

The ERM and Victim Assistance Plan will be updated at least every 5 years if not revised earlier.

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ANNEX 1 - TRAINING AGENDA

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CURSO ERM

REV 04/2017

Indice



1. Objetivos y Marco de referencia
2. Organización ERM
3. Activación del ERM
4. Equipos de emergencia
5. Desactivación del Plan de Emergencia



MCO 2.4.1.8 Controlado



1 Objetivos y Marco de referencia

Objetivos



Los objetivos principales de Gowair en caso de accidente son:

- Proteger y preservar las vidas de los pasajeros y el personal involucrado.
- Cuidar a los pasajeros y tripulación involucrados en un accidente así como sus familiares
- Cooperar con las autoridades competentes en la investigación.
- Preservar la dignidad y reputación de la compañía, y además;
- Asegurar la continuidad de las operaciones con el mínimo de alteraciones posibles.



MCA 8.3.3.1

Ambito



El Manual de Respuesta de Emergencia ERM debe utilizarse en las siguientes situaciones:

- Accidentes o serios incidentes que afecten a un avión de Gowair;
 - Pasajeros o tripulación heridos o en estado de grave peligro, ...
 - Accidentes aéreos, Secuestros, Amenazas de bomba, ...
- Incidentes que afecten las instalaciones de Gowair;
 - En aeropuertos u oficinas centrales con daños a pasajeros y/o personal de Gowair;
 - Explosión, incendio, Amenaza de bomba, ...
- Incidentes de cualquier tipo que afecten gravemente la operativa
 - Inundaciones, Corte eléctrico, Volcanes, ...
- Incidentes que afecten a la reputación o imagen de Gowair
- Situaciones en las que es posible que los pasajeros y tripulación resulten heridos



Estadísticas



→ Número de accidentes según la fase de vuelo en 2014



- 21 accidentes con víctimas mortales de 990 incidentes.
- Un 0.02% de los incidentes.



Estadísticas



Estadísticas



- Baja siniestralidad
- Percepción del público en general y los políticos centrada en número de víctimas y no en el ratio.
- Cada vez la legislación se ve más endurecida
- Situaciones de baja probabilidad y alto impacto
- Tenemos que estar preparados > ERM



Situaciones de emergencia reales



Vuelo 2054 de TAM Linhas Aéreas

Fecha: 17 de julio de 2007

Causa: Efecto del piloto/fallos de la potencia de gases que lanzó el avión en salidas de pista

Lugar: Aeropuerto Internacional de Congonhas (São Paulo, São Paulo, Brasil)

Origen: Aeropuerto Internacional Salgado Filho

Destino: Aeropuerto Internacional de Congonhas

Fallecidos: 19(2) confirmados (incluye 12 personas en tierra)

Heridos: 6

Legislación: 6

Tipo: Airbus A320

Operador: TAM Linhas Aéreas

Regulador: ANAC

Procedura: IFR

Tipología: 6

Subcategorías: 0



Situaciones de emergencia reales



Vuelo # 5022 de Spanair

Fecha: 10 de agosto de 2008

Causa: Piloto y falta de entendimiento para despegar

Lugar: Aeropuerto de Madrid Barajas (España)

Origen: Aeropuerto de Madrid Barajas

Destino: Aeropuerto de Gran Canaria

Fallecidos: 15(2)

Heridos: 18

Legislación: 18

Tipo: Airbus A320

Operador: Spanair

Regulador: ICAO

Procedura: IFR

Tipología: 18(2)



Caso práctico: Germanwings



Operador: Germanwings

Modelo: Airbus A320

Fecha: 12 de febrero de 2002

Lugar: Aeropuerto de Düsseldorf

Origen: Aeropuerto de Düsseldorf

Destino: Aeropuerto de Düsseldorf

Fallecidos: 35

Heridos: 62

Legislación: 62

Tipo: Airbus A320

Operador: Germanwings

Regulador: ANAC

Procedura: IFR

Tipología: 62



Caso práctico: Germanwings



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Aprendamos de los 3 errores que afectaron a la imagen de la compañía y que se podrían haber evitado



1- Tomar la noticia del accidente como un rumor

Se alabó el uso de las redes sociales para solidarizarse con las víctimas y familiares, cambiando por ejemplo las cuentas a tonos grises de luto en las primeras horas, pero no fue un acierto considerar la noticia del accidente como un rumor.



"Estamos por confirmar lo que reportan los medios [...] a la espera de información sobre el vuelo", dijo la compañía en un tweet dirigido a familiares, compañeros y socios. Este primer mensaje de la compañía generaba duda y no acababa de confirmar una noticia de la que ya hablaban todos los medios.

2- Total falta de empatía del CEO de Lufthansa

El CEO lanzó un mensaje en vídeo apenas 24 horas después del accidente, en el que fallecieron 150 personas, en el que según los expertos se dirigió a clientes y socios con una expresión y un discurso que no generaba ninguna empatía. Sus palabras y su aspecto -apareció en estado de shock- no conmovían, y además al ser en el que se grabó, frío sin logos, tampoco era el adecuado.



Aprendamos de los 3 errores que afectaron a la imagen de la compañía y que se podrían haber evitado



3- Hablar de "enigma" al referirse a las causas del accidente

En una rueda de prensa en Colonia (Alemania) para hablar sobre el accidente, en la que se dijo que las causas del accidente estaban por aclararse y se llegó incluso a titular de "enigma".

Fue un error usar esta palabra porque los hechos eran evidentes y en ese momento ya se barajaba la teoría de que el copiloto había estrellado el avión. Asimismo, tampoco fue acertado decir que la compañía estaba orgullosa del proceso de selección de sus pilotos, sobre todo ante la magnitud del accidente ocurrido.



2 Organización ERM

Estructura del ERM



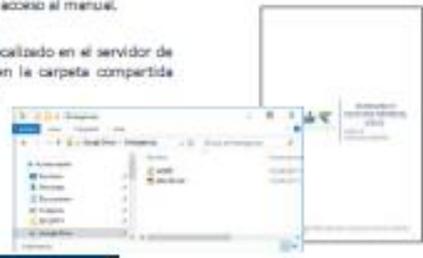
- 0 ADMINISTRACIÓN Y CONTROL DEL MANUAL
- 1 PLAN DE ACTUACIÓN EN EMERGENCIAS
- 2 PROCEDIMIENTOS
- 3 ACCIDENTES / INCIDENTES
- 4 CMC (CRISIS MANAGEMENT CENTRE)
- 5 ACCIONES Y RESPONSABILIDADES
- 6 ACTIVACIÓN DE CALL CENTER
- 7 SEQUESTROS Y ACTOS DE INTERFERENCIA FLUJO
- 8 AVISOS DE BOMBA
- 9 CUIDADO Y ATENCIÓN A LAS VÍCTIMAS
- 10 CENTRO DE ATENCIÓN A FAMILIAS (FAC)
- 11 VOLUNTARIOS
- 12 MEDIOS DE COMUNICACIÓN
- 13 FORMACIÓN
- 14 PLAN DE ASISTENCIA A LAS VÍCTIMAS Y FAMILIARES



Donde localizarlo



- Todos tenemos acceso al manual.
- Se encuentra localizado en el servidor de Google drive, en la carpeta compartida EMERGENCIAS.



Organización de los equipos



Check list de tareas

- El ERM contiene check-list específicas para cada equipo activado.
- Los miembros asignados y activados, deberán seguir las instrucciones contenidas en la check-list que corresponde
- Las check-list se encuentran en : **ERM 5 ACCIONES Y RESPONSABILIDADES**



Simulacros

- Son ejercicios que se realizarán periódicamente, NO se activan agentes externos (ATNA, Handling ...). Se asignado roles Internos (AH, Prensa, Autoridad ...)
- **Objetivos:**
 - Activación del ERM
 - Activación del CMC
 - Verificación de las check list del ERM
 - Verificación medios Sala del CMC
 - Simulación publicación notas de prensa
 - Simulación de la activación del Go Team
- En el caso que no se encuentren disponibles los responsables asignados en el ERM se activarán los backups correspondientes.
- Todos los mensajes y llamada telefónicas comenzarán con la palabra: **SIMULACRO**
- El simulacro finaliza cuando OCC envíe el mensaje de desactivación.



3 Activación del ERM

Activación del ERM y equipos activados

FASES

- Se recibe la emergencia en OCC
- OCC notifica la emergencia al ROT
- ROT evalúa y decide si activación
- Activación del ERM
- OCC llama a los miembros del CMC
- En caso de ausencia llamarán a los sustitutos
- Composición del CMC



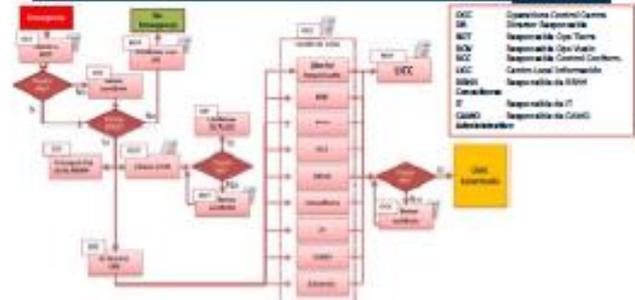
Proceso activación

2.2 PRINCIPIOS GENERALES DEL PLAN DE ACTUACIÓN DE EMERGENCIA

- Ante cualquier aviso razonable de un incidente, accidente, o acto de interferencia ilícita, el personal de turno del OCC de GOWAIR, deberá seguir los procedimientos establecidos en este plan, contactando para ello con el personal directivo designado en el proceso de activación (véase F-GRH-OCC CHECKLIST).



Flujo comunicación Emergencia





4 Equipos de emergencia

CMC (Crisis Management Centre)



Coordina todas las actividades de respuesta a la emergencia

- Sección de objetivos están:
 - Garantizar la atención necesaria a afectados. (pasajeros, tripulaciones, familias...)
 - Minimizar el impacto de la emergencia
 - Proporcionar una comunicación adecuada a todos los implicados (público en general, autoridades, autoridades, medios de comunicación...)
 - Colaborar con autoridades en los labores de investigación
 - Garantizar información a los medios: NOTICIA 24 HORAS
 - Verificar la entrega a las autoridades antes de 2 horas una lista validada de pasajeros y lista de productos peligrosos.

Funciones CMC	Responsable	Destino
Director del CMC DR	Juan Antonio Tager	Vitoria-Gasteiz
Operaciones en vuelo SOV	Edurne Anzuza	Preraphael Indurain
Operaciones en tierra SOT	Carer Jordie	Antonio Nieto
Sistema de gestión SOC	Vitoria-Gasteiz	
Oficina de relaciones públicas	Vitoria-Gasteiz	Carer Jordie, Preraphael Indurain
Oficina IT	Ignacio Rodriguez	Diego Gallo
Administración, administrativos	María Durán	Barbara Casero
Oficina central	Antonio Nieto	Juan Antonio Tager
Mantenimiento BSA	Alberto Cano	Carer Jordie



Continuidad del negocio



- Garantizar la continuidad del negocio
- El resto de operaciones han de continuar
- Mantener la continuidad del negocio relacionado con el programa de vuelos del día y en días posteriores;
- Apoyar la operación del departamento y mantener resto de programa de vuelos. Continuidad de operaciones.
- Chequear disponibilidad de contratación externa de flota para garantizar continuidad de las operaciones.
- Asegurar la continuidad del negocio con el equipo designado.

Objetivo de la continuidad del negocio	Tráfico	Destinos
	Antonio Nieto	Juan Antonio Tager



OCC



- Primer punto de recepción de la emergencia o catástrofe;
- Recopilar toda la información posible, y verificar
- Recibir la activación;
- Deberá, una vez, que se declare la activación del CMC, comunicar la activación al resto de los miembros del CMC y proporcionarles la primera información con la que cuente;
- Mantener la continuidad del negocio
- Apoyar la gestión del CMC con información operativa necesaria
- Alertar de cualquier incidencia operacional adicional
- Evolucionar junto a Crew Control el impacto operacional para el mantenimiento de las operaciones;



Equipo Go-Team



El Go-Team consta de tres partes:

- Equipo de Accidente
- Equipo de Apoyo
- Equipo de Investigación de Accidente



Equipo Go-Team



- | | | |
|--|---|--|
| <p>5.5.1. Equipo de Accidente</p> <ul style="list-style-type: none"> → Apoyar al OCC en la gestión de la OIRA; → Servir de enlace con el CMC; → Representar a GOWAIR ante autoridades y responsables. Ser el interlocutor con FECC; → Agilizar la toma de decisiones relacionadas con la correcta gestión de la crisis priorizando la asistencia a las víctimas y familiares. | <p>5.5.2. Equipo de Apoyo</p> <ul style="list-style-type: none"> → Apoyar al OCC en la gestión de la OIRA. → Seleccionar Voluntarios que atiendan a las víctimas. → Confirmar que los servicios prestados sean los adecuados (información, manutención, alojamiento, transporte, llamadas, etc.) → Informar al CMC periódicamente del estado de las víctimas. → Coordinar las acciones necesarias de atención a las víctimas con el coordinador de la autoridad sombrada. | <p>5.5.3. Equipo de Investigación de Accidente</p> <ul style="list-style-type: none"> → El objetivo es identificar las causas del accidente y tomar las medidas necesarias para evitar que se vuelva a producir. → Preservar los restos de la aeronave tras un accidente aéreo. |
|--|---|--|



5 Desactivación del Plan de Emergencia

Desactivación del ERM



- El CMC decidirá la desactivación del ERM
- Se restablecen las operaciones normales
- Se realizará un informe de la emergencia con las conclusiones y acciones de mejora detectadas
- Todos los centros activados se cierran y los diferentes equipos vuelven a sus puestos iniciales
- Se enviarán SMS/emails de la desactivación vía OCC



Contacta con nosotros

→ Consúltanos o envíanos tu sugerencia a asesoria@gowair.com

→ Reporta a través del ASR/CSR/GSR (Air/Cabin Safety Report/Ground Safety Report)



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ANNEX2 - WILLIS INSURANCE CONTRACT

CERTIFICATE OF INSURANCE n°306/17

INSURED

AURA AIRLINES S.L trading as GOWAIR and associated and subsidiary and affiliated companies now existing or as may be hereafter constructed jointly and severally for their respective rights and interest

INSURANCE

AIRLINE LIABILITY
EXCESS WAR LIABILITY

INSURED AIRCRAFT

A320-200 Aircraft, MSN 1296 Reg:EC-MQH

POLICY PERIOD

From 20th June 2017 to 19 June 2018 local standard time, both days inclusive

GEOGRAPHICAL LIMITS

WORLDWIDE excluding any countries under United Nations Sanctions and IRAQ, AFGHANISTAN, SYRIA, LYBIA

We, Willis Towers Watson Global Aerospace Paris acting as Insurance Broker, certify that above aircraft is included within Insurance policy for the following insurance :

AIRLINE LIABILITY

Combined Single Limit :

(Bodily injury, Property damage and Personal Injury)
USD _____ any one Occurrence/offence applicable separately to each aircraft owned, operated or used by the Insured, and in the annual aggregate in respect of Products Liability, subject to the following sub-limitations:

-USD _____ each offence and in the annual aggregate, in respect of Personal Injury, except in relation to passengers, to whom the full Combined Single Limit (set out above) applies.

- The coverage provided in respect of War and Allied Risks is in accordance with the Extended coverage endorsement equivalent to AVN 52 E and is subject to a sub-limit of USD _____ any one occurrence and in the annual aggregate in respect of Third party legal liability.

With regard to Third Party Legal Liability, a complementary War Risks cover has been separately purchased for USD _____ any one occurrence and in the aggregate, in excess of the sub-limit of USD _____ provided by the AVN52E endorsement of the policy



Willis Towers Watson 

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy XL Catlin Services SE French Branch 80123418A17(Liabilities) and other Insurance Companies, Excess War Liability policy 80123421A17 (London Market) which all expire at Midnight 19 June 2018, Local Standard Time.



Paris, 15 June 2017

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ANNEX 3 - KENYON CONTRACT



**SERVICE AGREEMENT BETWEEN
AURA AIRLINES SL (GOWAIR)
AND
KENYON®
INTERNATIONAL EMERGENCY SERVICES, LTD.**

THIS AGREEMENT by and between KENYON INTERNATIONAL EMERGENCY SERVICES, LTD. a United Kingdom corporation with corporate office address 1 The Western Centre, Western Road, Bracknell, Berkshire RG12 1RW, UK and registered in England with Companies House under company number 9056220 ("Kenyon"), and AURA AIRLINES SL (gowair) a company duly organized under the laws of Spain, with registration number B87520581 and principal place of business at Avda De La Vega Numero 15, 4º Planta 28108 - (Alcobendas) - Madrid ("the Client").

WHEREAS, Kenyon is in the business of providing emergency response and consulting services in the event of disasters; and

WHEREAS, the Client desires to engage Kenyon for such services in connection with its operations and Kenyon is willing to provide such services;

NOW, THEREFORE, the parties have agreed as follows:

DURATION

1. This Agreement becomes effective on **1st June 2017** for an Initial Term of 3 (three) years, ending on **31st May 2020**. Following the Initial Term, this Agreement shall continue in force until it is terminated in accordance with the terms of this Agreement. In accordance with clause 10, the initial retainer payment will be paid by the effective date of this Agreement and subsequent retainer payments on the anniversary date each year this Agreement is in force.

SERVICES – EMERGENCY RESPONSE

2. Emergency and consulting services specified by the Client under this Agreement and to be provided by Kenyon in accordance with this Agreement are contained in Exhibit A: Statement of Work (the "Services").
3. The Client will note Kenyon's 24-hour emergency telephone numbers (UK: +44 (0) 1344 316650) (US: +1 (281) 872-6074) in their emergency operations manual so that Kenyon can be alerted immediately in the event of an incident. Kenyon shall immediately advise the Client of any change to Kenyon's emergency contact information.

4. In the event of an incident, the Client will activate the Services by calling the appropriate emergency number set out in clause 3. Upon activation, the Client will provide the name and contact details of the senior representative of the Client that Kenyon will communicate and coordinate with during and after an incident.
5. Kenyon will react immediately on activation of the Services by sending 'first responders,' locations will be determined between the Client and Kenyon. The first responders will assist in determining requirements for follow-on team size, configuration and timing of arrival of team(s) to conduct specific emergency services described in Exhibit A on behalf of the Client. Activation of the first responders will commence on Client activation of the Services under clause 4.
6. Kenyon will activate its Disaster Recovery Services (Attachment A) and Crisis Communications Service (Attachment B) on receipt from the Client of a completed Work Authorization Agreement (WAA) (Exhibit C). The WAA will set out the agreed team configurations, equipment requirements and personnel requirement. Subsequent changes to team configuration, equipment requirements and personnel will be authorized and documented by the Client on additional WAA. The Kenyon Disaster Human Services (Attachment C), Kenyon International Call Center (Attachment D) and Media Call Center Services (Attachment E) do not require a WAA for activation as this may impact unnecessarily on the Kenyon response times. Accordingly, Disaster Human Services, Kenyon International Call Center and Media Call Center will commence on activation of the Services under clause 4. Kenyon will deploy such resources at the Kenyon Crisis Management Center as required to support the operation according to the number of personnel deployed in the field.
7. Kenyon will make all necessary arrangements to transport Kenyon personnel and equipment to the scene of the incident and other locations as authorized by the Client. Travel will be accomplished in business class (or equivalent) when traveling in excess of 5 hours to ensure arrival of the team in condition to commence work. Lodging at the incident site and other locations as required will be at a standard equivalent to that afforded the management of the Client.
8. When responding to an incident, under the direction of the Client, Kenyon shall have the authority to act on behalf of the Client in carrying out its duties and obligations pursuant to Exhibit A. The Client agrees that Kenyon personnel that deploy to the incident site may be rotated to mitigate Critical Incident Stress and/or undue hardships on Kenyon personnel.
9. The Client shall pay for all expenses for services rendered, supplies and equipment supplied by Kenyon, in response to an incident in accordance with the Kenyon Rate Schedule current at the time of activation. The current Rate Schedule at the date of issue of this Agreement is attached at Exhibit B. Kenyon may amend the Rate Schedule from time-to-time. The current applicable Rate Schedule can be requested from Kenyon at any time during the period of the Agreement. It is understood that the Client guarantees reimbursement of these fees within 30 (thirty) days upon receipt by the Client of an itemized invoice and satisfactory proof of such expenses. If an expense is disputed by the Client, it is still the responsibility of the Client to pay any remaining balance within 30 (thirty) days from receipt of the invoice.

SERVICES – ANNUAL RETAINER

10. In recognition of the fact that the Client is committed neither to any capital costs for the extensive material resources procured and maintained by Kenyon, nor for the recruitment and maintenance of a readily available and skilled team, it is mutually agreed that the Client will pay Kenyon an annual retainer of _____ GBP for services indicated in Exhibit A for a period of 3 (three) years (the Initial Term). The annual retainer is due on the effective date of this Agreement. These services are:
- a) Disaster Recovery Services
 - c) Disaster Human Services
 - d) Kenyon International Call Center

The payment schedule during the Initial Term is as follows:

1st June 2017
 1st June 2018
 1st June 2019

11. Following the Initial Term of the Agreement, Kenyon will increase the annual retainer by 3% per annum.
12. In consideration of said retainer, Kenyon will:
- a) Maintain personnel and equipment to be ready to deploy 24 hours a day, 365 days a year.
 - b) Guarantee availability of vital equipment and qualified personnel.
 - c) Provide telephone consultation.
 - d) Provide a dedicated Point of Contact for all pre-incident requirements.
 - e) Provide the Client regular updates on industry activity and useful information.
 - f) Provide the Client an open invitation to visit any Kenyon office. The Client is strongly encouraged to visit one of the Kenyon operational locations. The advantages for the Client of such a visit would be to meet a variety of Kenyon operational and support personnel; inspect Kenyon's significant inventory of operational response equipment that would be deployed in support of the Client; view the specialist facilities that Kenyon maintains for operational response tasks; and to discuss how Kenyon can also support the Client pre-incident.
13. The Client is entitled to receive one day of orientation training in the first year of the agreement on the challenges of disaster response. The Client will reimburse Kenyon for all travel (business class for flights of 5 hours or more), accommodation and other out-of-pocket expenses incurred. Training will be a presentation of Kenyon's Twelve Principles of Crisis Management, as well as, the Client's roles and responsibilities at an incident. Alternatively, a client can request a review of their Emergency Response Plan. The free of charge training is available only during the first year following the effective date of this agreement. This does not apply to contract renewals.

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