Air Logistics Preparedness Guidance Note

A ten-step guide for nonprofits sending humanitarian aid supplies in emergencies
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A Ten Step Guide for Nonprofits Sending Humanitarian Aid Supplies in Emergencies

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This Guidance Note was prepared by George Fenton, CEO of the Humanitarian Logistics Association, with assistance from Airlink staff. This note is intended for use by staff, partners, and the broader humanitarian logistics community.

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ACKNOWLEDGMENTS

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Airlink would like to thank Arconic Foundation for funding this initiative; this project would not have been possible without their generosity.
ABOUT THIS GUIDANCE NOTE

PURPOSE

This guidance note aims to support air logistics preparedness and response activities for actors in the humanitarian community, including Airlink and its nonprofit partners, by providing an outline of key practices that can facilitate more efficient, effective, streamlined movement of relief goods and passengers by air.

Airlink wishes to contribute to ensuring that airfreight and chartered air capacity (whether donated or commercially procured) can be used quickly and effectively, and to describe how Airlink, commercial air operations coordinators, and other nonprofit organizations can work together to prepare and manage consignments to areas affected by disaster. A series of nonprofit partner interviews conducted in early 2018 have informed the development of this document, which can be regarded as an overarching framework for the movement of relief goods in emergencies, whether organizations are working with Airlink or as single responding entities.

BACKGROUND

Airlink serves as an emergency supply chain coordinator for nonprofit organizations responding to disasters worldwide. It strives to provide responsiveness and industry expertise in all aspects of air operations support, ranging from air logistics preparedness to rapid air transport procurement for emergency relief item delivery to a designated airport hub for the benefit of people affected by disaster. Airlink is a primary connector to air passenger, airfreight or air charter service providers that are also Airlink partners, many of which provide free or at-cost air transport support. In some contexts and specific geographical areas, Airlink may also be able to support coordination of ‘last mile’ passenger transport using short-haul air assets such as light aircraft / helicopters.

Airlink is a nonprofit connecting humanitarian organizations and the aviation sector to deliver disaster responders and supplies in the wake of natural disasters and humanitarian crises worldwide. Since 2010, Airlink has coordinated the logistical needs surrounding large-scale disaster response efforts, working for both the response organizations and the airlines.

Over the past decade, humanitarian logistics has become a critical subsector of emergency response. Humanitarian logisticians face many challenges, due in part to the frequency, intensity, and impact of disasters, but also because investment in building capacity has been limited. There is also an opportunity to build on recognized synergies between commercial air transport and humanitarian logistics actors such as the inter-agency Logistics Cluster and national disaster management authorities. The quality, capability, and effectiveness of any humanitarian operation will be directly proportional to the capacity, competence, and preparedness of its logistics teams – particularly for air logistics.

Since the Haiti Earthquake response in 2010, there is increased interest within the humanitarian community to form better multilateral partnerships for improved alignment with one another and with international aid logistics response standards and processes.
SCOPE

Specific to air transport support required for emergency response, there is scope to:

• Reduce delays in obtaining approval to activate appropriate air assets;
• Minimize risks in accepting products that cannot be transported by air;
• Improve communications between field and head office partners, and reduce costs;
• Minimize the duplication of activities and potentially wasted resources;
• Improve the management of donor offers at the time of a disaster response;
• Remove bottlenecks at receiving air hubs/warehouses caused by the sending of unsolicited items;
• Improve the packaging and labeling of cargo and reduce losses;
• Streamline the work of Airlink and nonprofit partner response staff.

This guidance note strives to outline good practices related to:

• Moving cargo by air;
• Preparing to respond to crises (Annex 1);
• Documentation required to support relief item consignments (Annex 2).
AIR CARGO SERVICES
FOR EMERGENCY RESPONSE
A Ten-Step Guide

The following sections are intended as a ten-step guide for Airlink’s NGO partners that require emergency air transport support.

**Step 1: Prepare a Cargo Movement Request (CMR)**

Within three to five days of a rapid-onset disaster, Airlink will send out a call for airlift requirements to nonprofit partners. Based on offers from airline partners, available cargo space will be offered (as either donated/discounted air transport or at-cost services) on a first-come, first-served basis.

As a guiding principle, priority will be given to requests related to lifesaving emergency response activities. Following a call for airlift requirements, partners should submit a completed cargo movement request (CMR) through Airlink’s online portal, which is accessible to all approved partners. Partners are responsible for cargo preparation (see Figure 1.1 for details), including procurement, packing, basic labeling, first-mile transportation, customs clearance and last-mile transportation, unless otherwise specified by the air operations coordinator.

<table>
<thead>
<tr>
<th>Nonprofit partner responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Securing trucking arrangements to deliver shipment(s) to an interim warehouse, airline warehouse or airport hub. This will be dependent on the specific flight requirements as notified by Airlink (or other air transport coordination entity). Failure to deliver within an agreed timeframe may result in the loss of allocated cargo space.</td>
</tr>
<tr>
<td>Cargo should be delivered to the designated consolidation or dispatch hub, or airport cargo office, an agreed number of days before departure. The shipment must be in accordance with the original request and supporting paperwork, and properly packed.</td>
</tr>
<tr>
<td>Unless otherwise agreed, the nonprofit partner requesting air transport is also responsible for the handling and collection of their shipment at a named destination hub.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Airlink / air operations coordinator responsibilities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The coordinator will create a load plan based on available cargo from NGO partners. If excess space is available on an aircraft other NGO partners will be notified to ensure maximum utilization of resources.</td>
</tr>
<tr>
<td>The coordinator will provide regular and timely information regarding:</td>
</tr>
<tr>
<td>• Status of the cargo reservation;</td>
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<tr>
<td>• Aircraft schedule;</td>
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<tr>
<td>• Final cargo list (distributed to all concerned parties);</td>
</tr>
<tr>
<td>• Notification of known delays, change of cargo schedule, other delivery exceptions, or cancellations.</td>
</tr>
</tbody>
</table>
Step 2: Ensure compliance for shipment of dangerous goods

Special rules and procedures apply when cargo contains items classified as dangerous goods. If the goods are shippable in accordance with the IATA Dangerous Goods Regulations, the Shipper’s Declaration specifying the type of dangerous goods should be submitted to Airlink or designated air operations coordinator. Dangerous goods (DG) are those that could be a hazard to passengers, aircraft, baggage and cargo such as corrosives, explosives, gases, and firearms. Commonly shipped humanitarian aid items that may be classified as DG include insect repellent (spray or aerosol), hand sanitizer, household bleach, and lithium-ion battery-powered devices. Air transport of DGs requires appropriate labelling, proper packaging, and a dangerous goods declaration. All dangerous goods must be accompanied by a Dangerous Goods Declaration, NOTOC (Notification to Captain documentation or manifest), and a Material Safety Data Sheet (MSDS), which is provided by the manufacturer. For example:

- Ensure that articles or substances are not forbidden for transport by air;
- Ensure that the packing requirements relevant to the article or substance are met;
- Ensure the proper marking and labeling of each package of dangerous goods.

DGs may need to be ‘over-packed.’ An overpack is defined by the UN Model Regulations as an enclosure used by a single consignor to contain one or more packages to form one unit for the convenience of handling and stowage during transport. Each DG package within the overpack must be packed, assembled, marked and labelled in compliance with the transport regulations. Packages must be correctly oriented within the overpack and any packaging should not be impaired by the overpack.

Note: Some countries’ over-flight clearances can change if there is hazardous material on the aircraft, so early communication is essential. The air operations coordinator will maintain a list of countries that impose restrictions along designated flight paths.

### THE 9 CLASSES OF DANGEROUS GOODS

1. **Explosives**
   - These include your typical explosive goods, including ammunition, flares, fuses, and explosive charges, and are not normally shipped for relief purposes.

2. **Gases**
   - These include seemingly benign gases such as aerosols (including insect repellent) and dangerous gases such as petroleum gas.

3. **Flammable Liquids**
   - These liquids include hand sanitizer, rubbing alcohol, and used power tools (i.e. chainsaws) with fuel residue.

4. **Flammable Solids**
   - These are solids that are likely to contribute to fires under normal transport conditions, and include items like household matches.

5. **Oxidizing Substances & Organic Peroxides**
   - These substances produce chemical reactions that can result in fires, including hydrogen peroxide.

6. **Toxic and Infectious Substances**
   - These substances pose a significant risk to animal and human health, and are not often shipped for relief purposes.

7. **Radioactive Materials**
   - These materials emit ionizing radiation when they experience radioactive decay, and are not normally shipped for relief purposes.

8. **Corrosives**
   - These substances degrade or disintegrate other materials; chlorine bleach is among the commonly-shipped goods in this class.

9. **Misc. Dangerous Goods**
   - These class is wide-ranging and includes lithium-ion batteries, GMOs, and vehicles.
Step 3: Ensure correct packing and labelling

The consignor / partner is responsible for arranging for proper packaging in accordance with regulations and recommendations in the IATA Air Cargo Tariff and Rules (TACT) that provide comprehensive information on how to efficiently transport air cargo worldwide. Some goods require special treatment (cold chain, fragile items, etc). Aircraft capacity is likely to be limited so it is advisable to verify with Airlink, or air operations coordinator, that shipments with oversized dimensions will fit into the aircraft proposed.

Commodities should be packed (as appropriate) in strong containers (cartons etc.) to allow them to be stacked on pallets without damage. Goods should normally be placed on a pallet and secured with strapping, stretch wrap or shrink-wrap for shipping.

A pallet (as opposed to a skid, which has no bottom deck boards) is a flat transport structure that supports goods in a stable fashion while being lifted. All skids used must be compliant with International Standards For Phytosanitary Measures No. 15 (ISPM15), which addresses the need to treat wood materials of a thickness greater than 6mm, used to ship products between countries. No universally accepted standards for pallet dimensions exist, however in North America, the most commonly used is the Grocery Manufacturers Association (GMA) pallet (101.6 x 121.9 cm or 40 x 48 inches). Euro pallet dimensions are commonly 100 x 120 cm or 39.37 x 47.24 inches. The International Organization for Standardization (ISO) sanctions six pallet dimensions. ISO recognizes the GMA pallet and Euro pallet footprints as two of its six standard sizes.

Shipments must be properly labeled to include the full address of the consignee. Consignments may be sent through transit hubs where large volumes of cargo are handled. Special handling signs (such as fragile or up/down, protect the cargo) must be clearly visible from at least two sides of the package. Goods should also be marked with:

- Product description
- Destination
- Tracking number (air waybill)
- Final consignee contact information;
- Any special handling requirement (e.g. dangerous goods or cold chain)
- Placard provided by Airlink displaying the name of the shipping organization;
- Reason for shipping (i.e. “Humanitarian Aid for Hurricane Response”)

All partners receiving air transport support are responsible for ensuring that their cargo has been appropriately prepared and able to withstand air transportation hazards (i.e. palletization and shrink-wrapping). Airlink is not able to provide temperature controlled transport or storage.
Step 4: Make sure that goods are correctly insured

Nonprofit partners are responsible for ensuring that all cargo is adequately insured, per internal organization or donor guidelines. Specialized insurance, such as war risk insurance, may be appropriate in certain contexts. Consultation with the organization’s underwriter or freight forwarder is strongly recommended.

Step 5: Comply with customs regulations

Before and during emergencies, knowledge of export (from the US and other originating hubs) and import (to a disaster affected country) procedures are a key part of the air logistics process. The Customs Department in most countries administers customs and excise laws through approved legislation. Procedures are similar around the world but speed of clearance depends largely on what controls are required by local legislation and the degree to which information and communication technology is applied.

Customs regulations will influence the timely response to needs, especially in a rapid onset emergency. Understanding of the various customs management issues is essential so it is important that personnel overseeing export and import activities are aware of the particular procedures, rules and regulations that need to be followed. Customs house brokers appointed by Airlink and its partners should be tasked to manage the customs clearance processes.

It may be possible for partners to negotiate facilitation measures with the host government’s various ministries (e.g. Ministry of Foreign Affairs, Health, etc.) regarding the import of relief supplies into a disaster-affected country. This would involve the application of simplified customs procedures to speed up delivery. Procedures to obtain duty and tax-free waivers vary from country to country and are granted only where humanitarian organizations comply with import procedures. There is normally a limited window of opportunity to obtain such waivers in the aftermath of an emergency. Therefore, partners should respond quickly to identified need and ensure that all concerned parties are informed to ensure that consignors and carriers prepare the necessary documents for exporting and importing commodities.
Step 6: Select the appropriate Incoterm

What is an incoterm?

International Commercial Terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) relating to international commercial law.

Partners should advise their freight forwarder of the freight Incoterms that they wish to use for their cargo shipment. Incoterms, or International Commercial Terms, are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) relating to international commercial law. They enable a standard term to be used in sales and shipping contracts concerning the export and import of goods to define responsibility and liability for the shipment. Namely, how far along the supply chain process should the supplier (or forwarder) ensure that the goods are moved, and at what point does the buyer or owner take over the shipment process. In the vast majority responses, goods would be delivered DAP (Delivered At Place) where the seller / forwarder arranges the entire shipment, except import customs. In this case, the forwarder continues responsibility and risk into the import country, usually to the owner’s designated warehouse or airport.

All customs formalities and consignment plans must be resolved prior to air transportation. For further information see Guidance from the International Chamber of Commerce and also advice posted on the WFP Logistics Cluster website.

Step 7: Prepare the correct documentation

As part of preparedness training (or related initiatives outlined at Annex I) templates and guidance on the completion of customs documentation should be obtained – potentially in collaboration with partners’ freight forwarding agent(s).

Prior to the movement of goods to a designated dispatch hub / airport, the shipper(s) of record (or their freight forwarder) must provide standardized documentation as per the checklist (see Annex II for templates and examples).
Airlink and/or a clearing and forwarding (C&F) agent will review all documentation submitted by each NGO partner and, where necessary, request additional information and/or documentation such as:

- Certificate of origin (COO): some destinations require a COO for certain commodities. The COO may be required because of established treaty arrangements, varying duty rates, and preferential duty treatment dependent on the shipment’s origin;

- Documents for medical supplies:
  - Certificate of analysis;
  - Good manufacturing practice (GMP) certificate of quality control testing of foods and pharmaceutical products.

- Documents for food items:
  - Health certificate stating that the goods are fit for human consumption;
  - Phytosanitary certificate for cereals and pulses.

Once a shipment has been accepted, an air waybill (number can be used for tracking) will be issued. The air waybill (AWB) is a transport contract (usually prepared by a freight forwarder) that includes the following information:

- Shipper (consignor) and consignee;
- Airline(s), routing, airport of destination and flight information;
- Designation (or nature) of goods, number of packages, weight and handling information;
- Rate class, chargeable weight, rate per kilogram, total charges and accounting information;
- Operator, mentioned as the carrier;

At this time, nonprofit partners must confirm their consignment plan and pick-up/distribution plans from the destination airport. In cases where nonprofit organizations are working with a local implementation partner, it is good practice for a Goods Received Note (GRN) to be completed by the consignee upon arrival of the goods and sent back to the consignor/originating nonprofit partner.

**Step 8: Obtain cost estimates**

As part of preparedness communications and training, Airlink or the air operations coordinator will provide guidance on the likely costs that would be incurred for the air transport of goods and passengers. In general or unless otherwise notified, NGO partners are responsible for covering the following costs:

- Product packaging and labeling for shipment;
- Transport to a specified consolidation or loading hub;
- Other miscellaneous or exceptional costs incurred during the provision of transport services including demurrage, customs fees, etc.
Step 9: Understand your liability

NGO partners can track the status of their cargo online using the designated airline’s track and trace website. However, it should be noted that Airlink and other air operations coordinators do not control tracking and tracing of cargo within any airline system and are unable to ensure the accuracy, completeness, security or timeliness of the content, information or services provided. No information obtained from a website can create any warranty that is not expressly stated.

Coordination services will likely exclude all liability for any claim, demand, or damages of any kind arising out of or in connection with the provision of such services.

Step 10: Dispatch cargo

Arrange for the delivery of relief cargo to the designated consolidation or dispatch hub or airport cargo office in accordance with advised departure plans. Such arrangements should be in accordance with the original online request and supporting documentation. (See Step 1).

All inquiries related to Airlink cargo flights must be sent to ops@airlinkflight.org

Ensuring cargo is properly labeled, packed, and delivered on time can mitigate some risk associated with damage to or loss of cargo.
ANNEX ONE

Disaster Preparedness

COMMUNICATIONS & PLANNING

Clear, regular standardized communications within the Airlink network is the most important aspect of preparedness. The process of planning, via in person and online meetings, to respond to disasters will help to establish lines of communication and help to identify key contacts. Such meetings should be conducted on a bilateral and multilateral basis to ensure that the needs of individual organizations and the collective network (including C&F agents and airline partners) are addressed.

TRAINING

Joint air logistics and disaster response training activities are also a key element of preparedness. For example, Airlink engages with the UN World Food Programme Logistics Cluster, US Southern Command (SOUTHCOM), and the US Federal Emergency Management Agency (FEMA) on training and simulation exercises. Other logistics training opportunities exist through airline partners, freight forwarders and the Logistics Cluster (logistics response team training).

Logistics personnel can also benefit from taking recognized humanitarian logistics courses that focus on topics such as customs regulations, warehousing and procurement. For example, the humanitarian logistics certification program run by Fritz Institute and the Chartered Institute of Logistics and Transport (CILT UK) has become a well-regarded and effective means of sharing knowledge and capacity.

AIRLINK OPERATIONS

In the event that other air transportation is not present, insufficient or too costly, Airlink assists in the coordination of air logistics services in the form of chartered air capacity or scheduled airfreight from major US and European airport hubs to an airport hub(s) in a disaster-affected country.

Clear, regular standardized communications within the Airlink network is of critical importance. At the onset of, and during, a disaster response, Airlink can develop and maintain a unique holistic air logistics perspective of the emergency situation and partner needs, which will be of particular relevance to air operations from and within North America.

Airlink recognizes that coordination calls with nonprofit and airline partners are important. The coordination and frequency of these are determined by the scale and location of the response.
ANNEX TWO

Document Templates

1. Shipper’s Letter of Instruction
2. Packing List
3. Skid Data Sheet
4. Non-commercial invoice
5. Letter of Donation
6. Deed of Acceptance
7. Goods Received (Delivery) Note
1. SHIPPER’S LETTER OF INSTRUCTION

SHIPPER’S LETTER OF INSTRUCTIONS (SLI)

1. USPPI Name:  
2. USPPI Address Including Zip Code:  
3. Freight Location Company Name:  
4. Freight Location Address (if not box #2):  
5. Forwarding Agent:  
6. USPPI EIN (IRS) No:  
7. Related Party Indicator (select one):  
   - Related  
   - Non-Related  
8. USPPI Reference#:  
9. Routed Export Transaction (select one):  
   - Yes  
   - No  
10. Ultimate Consignee Name & Address:  
    - Direct Consumer  
    - Government Entity  
    - Reseller  
    - Other/Unknown  
11. Ultimate Consignee Type (select one):  
    Address:  
12. State of Origin:  
13. In-Bond Code:  
14. Country of Ultimate Destination:  
15. Entry Number:  
16. TIB / Carnet?  
17. Hazardous Material:  
   - Yes  
   - No  
18. FTZ Identifier:  

INSTRUCTIONS TO FORWARDER:

20. Domestic or Foreign (D/F):  
21. Schedule B / HTS Number and Commercial Commodity Description:  
   For Vehicles: VIN/Year, Make, Model and Vehicle Title Number are required  
22. Quantity in Schedule B / HTS Units:  
23. DDTC Quantity and DDTC Unit of Measure:  
24. Shipping Weight (in Kilos):  
25. ECCN, EAR99 or USML Category No.:  
26. S M E (Y/N):  
27. Export License No., License Exception Symbol, DDTC Exemption No., DDTC ACM No. or NLR:  
28. Value at the Port of Export (US Dollars):  
29. License Value by Item (if applicable) (US Dollars):  
30. DDTC Applicant Registration Number:  
31. Eligible Party Certification:  
   - Yes  
   - No  

☐ Check here if there are any remaining non-licensable Schedule B / HTS Numbers that are valued $2500.00 or less and that do not otherwise require AES filing.  

☐ Check here if the USPPI authorizes the above named forwarder to act as its true and lawful agent for purposes of preparing and filing the Electronic Export Information ("EEI") in accordance with the laws and regulations of the United States.  

34. I certify that the statements made and all information contained herein are true and correct. I understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false and fraudulent statements herein, failing to provide the requested information or for violation of U.S. laws on exportation (13 U.S.C. Sec. 305: 22 U.S.C. Sec. 401, 18 U.S.C. Sec 1001, 50 U.S.C. app. 2410).  

35. USPPI E-mail Address:  
36. USPPI Telephone No.:  
37. Printed Name of Duly authorized officer or employee:  
38. Signature:  
39. Title:  
40. Date:  

☐ Check here to validate Electronic Signature. Electronic signatures must be typed in all capital letters in Box 38 in order to be valid.
# 2. PACKING LIST

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<thead>
<tr>
<th>Pallet</th>
<th>Item Generic Name</th>
<th>Lot # Expiration</th>
<th>U/P/C</th>
<th>Cases</th>
<th>Pounds</th>
<th>Cube ft</th>
<th>Cube m</th>
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Total Cases: 599  
Total Pounds: 5,866.79  
Total Cube ft: 659.88  
Page: 1
## Skid Data Worksheet

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<th>Width (inches)</th>
<th>Height (inches)</th>
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Note: The skid data sheet is a formula-driven spreadsheet that allows you to calculate the cubic volume of your shipment. By populating the length, width, and height of each pallet in your shipment, you can accurately provide Airlink or your freight forwarder with your shipment’s volume, a necessary data point in booking cargo for transportation, regardless of carrier.
4. NON-COMMERCIAL INVOICE

Non-Commercial Invoice

<table>
<thead>
<tr>
<th>Item &amp; Description</th>
<th>HS No.</th>
<th>Unit Value</th>
<th>Quantity</th>
<th>Weight - lbs</th>
<th>Value</th>
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</table>

This shipment is Humanitarian Aid for relief or charity only for Free Delivery for __Name of Event__. Not to be resold. Not for exchange for profit or gain. No commercial value.

The undersigned hereby certifies that to the best of his/her knowledge, the information on this statement is true and correct. The contents of the shipment are as stated above and do not contain any contraband drugs, weapons, firearms, ammunition, or explosives.

Shipper ________________________________  Title ____________________________  Date_________________
5. CERTIFICATE OF DONATION

[Date]

Dear [Consignee Name];

This letter is the verify and certify that this shipment of donated humanitarian aid is being sent by [Your Organization] as a free gift and donation to the people of [Country of Disaster]. The consignee who is responsible for handling this shipment is:

[Consignee Name]
[Consignee Address]
[Consignee Address 2]
[Consignee City, State, Country]
[Consignee Email]
[Consignee Phone]

This shipment is to be administered by [Consignee Name] and is to be used for the humanitarian purposes of [Disaster] relief. The supplies may be distributed to...

This shipment is not to be sold, resold, or exchanged for profit or gain. Therefore, the cargo has no commercial value. The declaration of value is for customs purposes only and does not involve any currency of [Country of Disaster] or any other country. [Consignee Name] is hereby given permission to administer this shipment in the manner it finds to be the most beneficial and needy peoples served by its mission.

Accordingly, it is requested that those parties handling the receipt, clearance, and onward forwarding of this shipment process it expeditiously and in good faith so that the relief and charity efforts in [Country of Disaster] can begin as soon as possible. Any changes to this statement needed to comply with local rules and regulations may be made if in agreement with and attested by the signature of the consignee.

Sincerely,

[Signature]

[Name]
[Title], [Your Organization]
6. DEED OF ACCEPTANCE

AGREEMENT AND MEMORANDUM OF UNDERSTANDING
DEED of ACCEPTANCE
Between

__________________________

And

__________________________

Parties

This Agreement and Memorandum of Understanding, Deed of Acceptance ("agreement" or "MoU") is established between the following parties: ___________________ (Shipper/exporter) and_______________________ (Consignee/importer) and may be referred to, individually, as a party, shipper/exporter, consignee/importer or, collectively as the parties in this MoU.

The purpose of this MoU is to establish the respective roles and responsibilities of the parties in shipping, receiving and ___________________. ("donated shipment") It is herein agreed by both parties that this MoU will be binding and formally establish the terms of use and responsibilities for the products delivered and received.

The respective obligations and responsibilities are fixed below:

Obligation and Responsibilities of the shipper/exporter.

Shipper, at its cost and expense, will secure donated shipment from a supplier in the USA.

The shipper/exporter, will provide all required documentation for the shipment of the donated shipment to the consignee/importer.

Obligation and Responsibilities of the consignee/importer.

Consignee/importer at its cost and expense, will provide adequate staff to coordinate the arrival, clearance, importation, storage, sorting, allocation and distribution of the donated shipment.

Consignee/importer is responsible to arrange and pay for all customs clearance expenses and warehouse the donated shipment.

Consignee/importer is responsible for any detention, demurrage or other charges that may be levied by any carrier or customs authorities regarding clearance and admission of the donated shipment into the country free of taxes and duty. Consignee/importer is responsible for all costs associated with goods upon receipt.

Consignee/importer is responsible for any liability, or charges of fraud, embezzlement or any other misuse or misappropriation that may arise directly or indirectly from implementation of this donation once the donated shipment is received by Consignee/importer through the customs authority.
Consignee/importer is responsible to Shipper/exporter to ensure that the donated shipment is not sold, exchanged and/or distributed by Consignee/importer for any purposes other than use in programs to assist the affected population.

Consignee/importer will keep a record of commodities given to other parties showing such party took delivery of a specific number of specific commodities and the date and final locations. Shipper/exporter may request to receive copies of these receipts at the end of the project.

Consignee/importer will submit a final report within 4 (four) weeks after the completion of the distribution with photographs of persons and activities associated with the donated shipment, which Shipper/exporter can share with all interested parties.

As a recipient/consignee of donated shipment, Consignee/importer confirms that:

1. Consignee/importer will take reasonable precautions to ensure that none of the donated commodities will be used in support or to promote violence, terrorist activity or related training, whether directly through Consignee/importer own activities and programs, or indirectly through support of, or cooperation with, other persons and organizations known to support terrorism. For further information, see: www.treas.gov/ofac
2. Consignee/importer is aware of the U.S. Foreign Corrupt Practices Act (the "FCPA"), and is in compliance with it, and will continue to comply, and no funds or other value will be paid unlawfully to any official or political party in return for obtaining or retaining business or contracts. For further information, see http://www.justice.gov/criminal/fraud/fcpa

**Modifications to this MoU**

Throughout the course of this project, either party may request a special meeting/telephone call to discuss the progress of the program.

This MoU is subject to review and modification by all parties as needed, provided any modifications or waivers shall be signed by authorized representatives of both parties.

**Limitation of liability**

Shipper/exporter makes no warranty, express or implied, and Consignee/importer has not received or relied upon any warranty, with respect to the donated shipment whether as to merchantability or fitness for a particular purpose. With respect to all rights and obligations created by this MoU or existing an law or in equity, in no event shall Shipper/exporter be liable for indirect, incidental, special or consequential damages (including but not limited to loss of or damage to reputation or loss of goodwill) suffered by Consignee/importer or any other third party claiming by or through Consignee/importer arising from breach of warranty or breach of contract, negligence or any other legal ground of action.

**Miscellaneous Provisions**

This MoU shall not be deemed to create any partnership, joint venture or other relationship between Shipper/exporter and Consignee/importer and neither Shipper/exporter nor Consignee/importer shall have the authority to extend or accept any offer or enter any
agreement on behalf of the other. Except as otherwise set forth in this MOU, all costs and expenses incurred in connection with this MOU and the transactions contemplated hereby shall be paid by the party incurring such expenses.

Each party (the “Indemnifying Party”) will indemnify and defend the other party (“Indemnified Party”) against any costs, claims, damages, award, or judgments arising from any acts or omissions of the Indemnifying Party or its employees, contractors or agents, provided (i) the Indemnified Party shall give prompt notice of any claim to the Indemnifying Party, and (ii) the Indemnified Party shall not make any admissions or agree to any settlement or compromise without prior consent of the Indemnifying Party.

All notices, consents or other communications for which this MOU provides shall be in writing, shall be forwarded to the receiving party at the address set forth in this MOU, and shall be effective upon receipt. Notices and other communications may be forwarded by email or fax provided the sending party retains a document confirming successful transmission.

This MOU will be interpreted and enforced in accordance with the laws of the State of ________________, without regard to conflicts of laws principles thereof. Any disputes that cannot be resolved informally shall be resolved exclusively in the federal or state courts of ________________, and the parties each consent to the jurisdiction and exclusive venue thereof, will accept service of process, and agree not to bring any motion to remove based on allegations of inconvenient forum.

This MOU may be executed in one or more counterparts and may be delivered to parties by fax or other electronic means, including portable document format (PDF). Each such counterpart shall be deemed to be an original, but all of such counterparts shall constitute one agreement.

**Effective Date and Term of this MOU**

This MOU comes into effect on the date that it is signed by both parties. The MOU will remain in effect until the donated shipment is delivered, distributed and final report is submitted.

This MOU constitutes the entire understanding of the parties and supersedes all previous agreements entered into.

For: _____________________________      For:  ___________________________
Signature:__________________________           Signature:________________________
Name & Title:_______________________            Name & Title:_____________________
Date:______________________________           Date:____________________________
7. GOODS RECEIVED NOTE

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<tbody>
<tr>
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<td>FLIGHT n°:</td>
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<td>REGISTRATION n°</td>
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<td>SEA</td>
<td>Bill of Lading n°:</td>
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| HANDCARRIED BY       |                           |               |
|                      |                           |               |

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