EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
EUROCONTROL
- Measures of the Permanent Commission -
MEASURE No. 17/231

Concerning the approval of amendments to the Maastricht Agreement

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to Cooperation for the Safety or Air Navigation of 13 December 1960 as amended by the Protocol signed at Brussels on 12 February 1981, and in particular its Articles 2.2 (b), 6.3, 7.2 and 11 (hereinafter referred to as "the amended Convention");

Having regard to the Agreement relating to the Provision and Operation of Air traffic Services and Facilities by EUROCONTROL at the Maastricht Area Control Centre (hereinafter referred to as "MUAC") signed on 25 November 1986 (hereinafter referred to as "the Maastricht Agreement");

Having regard to Decision No. 71 of the Permanent Commission of 9 December 1997 on the early implementation of certain provisions in the revised Convention, in particular in respect of the role and duties of the Organisation providing that the Organisation shall, as far as practicable and insofar as compatible with the provisions of the amended Convention, undertake the tasks entrusted to it pursuant to the revised Convention;

Having regard to Decision No. 72 of the Permanent Commission of 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular on the establishment of a Provisional Council;

Having regard to Decision No. 128 of the Permanent Commission of 9 December 2015 concerning the implementation of an Agency-wide cost allocation methodology and the allocation on a permanent basis of the cost of support services for the operation of MUAC and the cost of the compensation for national tax levied on pensions and of ancillary benefits paid by the Organisation to former staff members which were assigned to MUAC, respectively pursuant to the Declaration of the National Contracting Parties to the Maastricht Agreement and through Part III of the Agency budget, in particular Article 2 thereof (hereinafter referred to as "Decision No. 128");

Having regard to Decision No. 129 of the Permanent Commission of 9 December 2015 concerning the taking of decisions on measures of an operational, technical, financial or budgetary nature, including on investments, as well as the mandate of Director MUAC to arrange support services, required for the operation of MUAC, in particular Article 4 thereof (hereinafter referred to as "Decision No. 129");

Having regard to the Declaration of the National Contracting Parties to the Maastricht Agreement dated 19 April 2016 concerning the financing, on a temporary basis, of the compensation for national tax levied on pensions and the ancillary benefits paid by the Organisation to former staff members who were assigned to MUAC and the cost of the support services required for the operation of MUAC and provided by the Agency, in particular Article 1.3 thereof (hereinafter referred to as "the Declaration");
Whereas Decisions No. 128 and No. 129 are of a temporary nature and require that a modification of the legal instruments of the Organisation shall be made in order implement the Decisions on a permanent basis after the end of the transition period on 31 December 2019 at the latest;

Whereas the Organisation and the National Contracting Parties to the Maastricht Agreement agree to amend the Maastricht Agreement in order to implement Decisions No. 128 and No. 129 and the Declaration;

On the proposal of the Agency and the Provisional Council,

HEREBY TAKES THE FOLLOWING MEASURE:

Article 1

The amendments to the Maastricht Agreement as set out at Annex 1 are herewith approved. For practical purposes, the Maastricht Agreement as amended is at Annex 2.

Article 2

The Agency is delegated authority to conclude, on behalf of the Organisation, an Agreement amending the Maastricht Agreement accordingly.

The Agreement shall be signed, on behalf of the Organisation, by the Director General of the Agency.

Done at Brussels on 1 December 2017,

P. SAMSON
President of the Permanent Commission
**ANNEX 1 to the Measure**

**AGREEMENT RELATING TO THE PROVISION AND OPERATION OF AIR TRAFFIC SERVICES AND FACILITIES BY EUROCONTROL AT THE MAASTRICHT AREA CONTROL CENTRE**

<table>
<thead>
<tr>
<th>Current Text</th>
<th>Proposed Text</th>
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<tbody>
<tr>
<td><strong>Whereas</strong> the Permanent Commission for the safety of air navigation of the Organisation (hereinafter called « the Commission »), on the proposal of the National Contracting Parties, has adopted future arrangements for the Maastricht Area Control Centre (hereinafter called «the Maastricht Centre»), and will decide on the implementation thereof pursuant to Annex 3 to the Protocol signed at Brussels on 12 February 1981 amending the EUROCONTROL International Convention relating to co-operation for the Safety of Air Navigation of 13 December 1960 (hereinafter called «the Protocol»),</td>
<td><strong>Whereas</strong> the Permanent Commission for the safety of air navigation of the Organisation (hereinafter called « the Commission »), on the proposal of the National Contracting Parties, has adopted future arrangements for the Maastricht Area Control Centre (hereinafter called «the Maastricht Centre»), and will decide on the implementation thereof pursuant to Annex 3 to the Protocol signed at Brussels on 12 February 1981 amending the EUROCONTROL International Convention relating to co-operation for the Safety of Air Navigation of 13 December 1960 (hereinafter called «the Protocol»),</td>
</tr>
<tr>
<td><strong>Whereas</strong> the Maastricht Centre will be maintained as a EUROCONTROL establishment for the purpose of providing the Organisation with the essential link between the mandatory tasks in Article 2.1 of the EUROCONTROL Convention amended at Brussels in 1981 (hereinafter called «the amended Convention») and the practical execution of air traffic services, thus enabling the Organisation to maintain and develop its technical and operational know-how in the air traffic services field,</td>
<td><strong>Whereas</strong> the Maastricht Centre will be maintained as a EUROCONTROL establishment for the purpose of providing the Organisation with the essential link between the mandatory tasks in Article 2.1 of the EUROCONTROL Convention amended at Brussels in 1981 (hereinafter called «the amended Convention») and the practical execution of air traffic services, thus enabling the Organisation to maintain and develop its technical and operational know-how in the air traffic services field,</td>
</tr>
<tr>
<td><strong>Whereas</strong> the arrangements satisfy the desire of the National Contracting Parties to entrust the Organisation with the provision and operation of air traffic facilities and services on behalf of the National Contracting Parties pursuant to the provisions of the amended Convention, and in particular Articles 2.2 (b) and 12 thereof,</td>
<td><strong>Whereas</strong> the arrangements satisfy the desire of the National Contracting Parties to entrust the Organisation with the provision and operation of air traffic facilities and services on behalf of the National Contracting Parties pursuant to the provisions of the amended Convention, and in particular Articles 2.2 (b) and 12 thereof,</td>
</tr>
</tbody>
</table>
Whereas the Commission has adopted Decision No. 128 dated 9 December 2015 concerning the implementation of an Agency-wide cost allocation methodology as well as concerning the allocation, on a permanent basis, of the cost of support services for the operation of the Maastricht Centre and the cost of the compensation for national tax levied on pensions and of ancillary benefits paid by the Organisation to former staff members which were assigned to MUAC,

Whereas the Commission has adopted Decision No. 129 dated 9 December 2015 concerning the taking of decisions on measures of an operational, technical, financial or budgetary nature, including on investments, as well as the mandate of Director MUAC to arrange support services, required for the operation of MUAC,

Considering that under both the EUROCONTROL 1981 amended Convention and 1997 revised Convention the Organisation is empowered, by decision of its Permanent Commission and the General Assembly respectively, to create undertakings in order to facilitate the execution of its tasks,

Considering that the amended Convention allows the Contracting Parties who have entrusted the Organisation with the execution of specific tasks pursuant to its Article 2.2 to take certain measures with regard to the execution of these tasks,

Considering that the scope of these measures is determined by Article 6.1 (b) of the amended Convention,
**Article 1**

1. The National Contracting Parties shall entrust the Organisation, pursuant to Article 2.2 (b) of the amended Convention, with the provision and operation of en-route air traffic facilities and services, to the extent and in the manner prescribed in this Agreement. For this purpose, the Organisation shall employ the facilities at the Maastricht Centre, and shall provide the staff required for the operation and maintenance of the Centre.

**Article 1**

1. The National Contracting Parties shall entrust the Organisation, pursuant to Article 2.2 (b) of the amended Convention, with the provision and operation of en-route air traffic facilities and services, to the extent and in the manner prescribed in this Agreement. For this purpose, the Organisation shall employ the facilities at the Maastricht Centre, and shall provide the staff required for the operation and maintenance of the Centre.
2. Each of the National Contracting Parties shall retain, with regard to the airspace over its territory and within designated portions of the airspace over the high seas, on the basis of the Air Navigation Plan - European Region - of the International Civil Aviation Organization (hereinafter called « ICAO »), its competences and obligations in respect of aeronautical regulations, rule-making, airspace organisation and relations with international organisations, such as ICAO, and with airspace users and other third parties.

<table>
<thead>
<tr>
<th>Article 2</th>
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<tr>
<td>1. The Organisation shall provide the facilities and operate the services for en-route air traffic, as defined in Article 3.3 of the amended Convention, in the airspace delimited in Annex I to this Agreement.</td>
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</tr>
<tr>
<td>2. In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use free of charge, the installations, equipment and air-ground and ground-ground communications facilities listed in Annex II to this Agreement.</td>
<td>2. In order to facilitate the provision and operation of en-route air traffic facilities and services pursuant to Article 1.1 of this Agreement or to facilitate the provision of other specific services by the Maastricht Centre, the Organisation may, by decision of the Commission and on the request of and in cooperation with the National Contracting Parties, create or dissolve undertakings governed by specific articles of association governed either by public international law or by the national law of a Member State of the Organisation, or acquire majority shareholdings in such undertakings.</td>
</tr>
<tr>
<td>3. The National Contracting Parties, to the extent that they are competent to do so, shall take all measures necessary to enable the Organisation to discharge its responsibility under the present Agreement; this applies in particular to the allocation of radio frequencies.</td>
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</table>
Article 3

The Organisation shall determine the operational and technical measures required for the operation of air traffic services pursuant to the provisions of Annex I to this Agreement, with the aim of ensuring the safety, efficiency and expeditious flow of air traffic through the most cost-effective means. For this purpose, the Organisation shall:

(a) establish through its Agency the means required for the discharge of its task pursuant to Annex 1 of the amended Convention (Statute of the Agency);
(b) in agreement with the National Contracting Parties, ensure maximum compatibility between the services provided on the one hand by the Maastricht Centre and on the other by the National Contracting Parties in the airspaces under their control;
(c) agree with the National Contracting Parties on the manner in which the facilities referred to in Article 2.2 of this Agreement shall be operated.

Article 4

1. The Agency's Committee of Management shall, on the proposal of the Agency's Director General, establish the operational and technical measures referred to in Article 3 above on the basis of the provisions in Article 5 of this Agreement, as well as the corresponding budgetary appropriations.

Article 3

The Organisation, with the aim of ensuring the safety, efficiency and expeditious flow of air traffic through the most cost-effective means shall:

(a) establish through its Agency the means required for the discharge of its task pursuant to Annex 1 of the amended Convention (Statute of the Agency);
(b) in agreement with the National Contracting Parties, ensure maximum compatibility between the services provided on the one hand by the Maastricht Centre and on the other by the National Contracting Parties in the airspaces under their control;
(c) agree with the National Contracting Parties on the manner in which the facilities referred to in Annex II of this Agreement shall be operated.

Article 4

1. The Director of the Maastricht Centre shall establish the operational, technical, financial and budgetary measures on the basis of the provisions in Article 5 of this Agreement, as well as the corresponding budgetary appropriations.
2. The Director General shall ensure the day-to-day operation of the air traffic services, including management of staff and equipment. For this purpose:

(a) he shall observe the Organisation's internal rules and staff service regulations, as well as any measures taken by the Committee of Management and the Commission pursuant to the provisions of Articles 3 and 5 of this Agreement;

(b) he shall maintain close consultation and coordination in the operational and technical fields with the air traffic services agencies of the National Contracting Parties.

2. The Director of the Maastricht Centre shall ensure the day-to-day operation of the air traffic services, including management of staff, social dialogue concerning employment conditions for staff employed at the Maastricht Centre and equipment. For this purpose, the Director of the Maastricht Centre:

(a) shall observe the Organisation's internal rules and staff service regulations, as well as any measures taken by the Maastricht Decision Making Body or the Commission pursuant to the provisions of Articles 3 and 5 of this Agreement;

(b) shall maintain close consultation and coordination in the operational and technical fields with the air traffic services providers of the National Contracting Parties and other relevant stakeholders concerned.

3. The Director of the Maastricht Centre shall arrange the support services required for the Maastricht Centre. He may seek such support services from the Organisation, from third parties or through other means.

Before a decision is taken by the Director of the Maastricht Centre to no longer seek support services from the Organisation, a business case including a cost-benefit analysis and an analysis of the impact on the budget of the Organisation shall be carried out by the Director of the Maastricht Centre in cooperation with the Agency's Director responsible for financial matters and submitted to the Member States of the Organisation to ensure transparency.

In case the Director of the Maastricht Centre decides to no longer seek support services from the Organisation a termination period shall start upon written notification by the Director of the Maastricht Centre to the Agency's Director General. Such termination period shall not exceed 12 months, unless the Director of the Maastricht Centre and the Agency's Director General commonly agree on a longer period, in particular where there
may be a negative impact on the Organisation's budget.

4. The National Contracting Parties shall take responsibility for the consequences on Part I of the Organisation’s budget of actions taken by the Director of the Maastricht Centre pursuant to paragraphs 1, 2 and 3 above. In the case of decisions taken by the Director of the Maastricht Centre concerning support services pursuant to paragraph 3 above, such responsibility shall be limited to the end of the termination period mentioned in that paragraph.

The Organisation shall take all reasonable measures to limit the budgetary impact of this responsibility for the National Contracting Parties.

Article 5

[For editorial reasons this article will eventually be repositioned directly after the article with the establishment of a Maastricht Decision Making Body (currently Article 6)]

Article 5

1. The Maastricht Decision Making Body shall:

(i) approve the annual work programme;

(ii) approve investment plans and work programmes extending over several years;

(iii) approve the budget of the Maastricht Centre (including cost-sharing keys) and activity report;

(iv) give directives to the Director of the Maastricht Centre necessary for the accomplishment of the tasks assigned to the Maastricht Centre, in particular with regard to:

(a) the operational and technical concept;
(b) airspace organisation and sectorisation;
(c) staffing requirements;
(d) day-to-day operation;
(e) required services and facilities to be made available to the Organisation pursuant to Annex II of this Agreement;
(f) contingency plans.
With the exception of the provisions of the 2nd, 3rd and 4th sentences of Article 7.1 of the amended Convention, the provisions of the said Convention, and those of Annex 1 thereto, in respect of decision-making procedures in connection with the tasks detailed in Article 2.1 of the Convention shall apply by analogy to the measures of an inter alia operational, technical or budgetary nature referred to in Articles 3 and 4 of the present Agreement. Measures voted by a simple or weighted majority shall require to obtain two-thirds of votes cast, this to include those of all of the National Contracting Parties.

2. For all other measures concerning the Maastricht Centre, the provisions of the amended Convention and those of Annex 1 thereto, with the exception of the provisions of the 2nd, 3rd and 4th sentences of Article 7.1 of the amended Convention, in respect of decision-making procedures in connection with the tasks detailed in Article 2.1 of the Convention shall apply by analogy. Measures voted by a simple or weighted majority shall require to obtain two-thirds of votes cast, this to include those of all of the National Contracting Parties.

3. The National Contracting Parties shall take responsibility for the consequences on Part I of the Organisation's budget of decisions taken by the Maastricht Decision Making Body on the basis of the measures and directives taken pursuant to paragraph 1 above.

The Organisation shall take all reasonable measures to limit the budgetary impact of this responsibility for the National Contracting Parties.

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(v) approve the appointment of the Director of the Maastricht Centre;

(vi) take necessary measures in exercising their supervisory powers for the accomplishment of the tasks mentioned in Articles 3 and 4 of the present Agreement;

(vii) give the Director of the Maastricht Centre a discharge in respect of administration of the budget of the Maastricht Centre.

In the application of this Agreement, the National Contracting Parties shall undertake to establish joint working procedures intended to facilitate the taking of decisions by the Organisation and the achievement of the aims of compatibility, consultation and coordination referred to in Articles 3 and 4 of this Agreement.

1. The Maastricht Decision Making Body is hereby established. It consists of the National Contracting Parties.

2. The decisions of the Maastricht Decision Making Body shall require a
Article 7

1. Investments in respect of facilities at the Maastricht Centre required for the performance of the tasks for which the Organisation is responsible under this Agreement shall be undertaken by the Organisation.

2. Such investments shall be financed by means of a special annex to the Organisation's budget. The financing procedure and the resources are specified in Part I of the Financial Protocol in Annex III to this Agreement.

3. Pursuant to Article 5, paragraph 1 (ii) of this Agreement, and without prejudice to the residual decision making power of the Permanent Commission, the National Contracting Parties shall take decisions regarding the approval of investment plans. The related capital expenditure for these investments shall be financed by means of a special annex to the Organisation's budget. The financing procedure is specified in Part I of the Financial Protocol in Annex III to this Agreement.

Article 8

1. The operating costs incurred by the Organisation in respect of the Maastricht Centre shall be established in accordance with Part II of the Financial Protocol contained in Annex III to this Agreement, and shall be included in a special budgetary annex to the Organisation's budget. This annex shall be financed by the National Contracting Parties in accordance with a cost-sharing formula to be agreed between them.

2. All other costs incurred by the Organisation in connection with the operation of the Maastricht Centre shall be established in accordance with Part II of the Financial Protocol contained in Annex III to this Agreement, and shall be included in a special annex to the Organisation's budget. This annex shall be financed by the National Contracting Parties in accordance with a cost-sharing formula to be agreed between them.

3. The Maastricht Decision Making Body shall establish its rules of procedure, including rules governing the election of a chairman and vice-chairman.
the Maastricht Centre, which are not included in the special budgetary annex, shall be borne by the Organisation.

Centre for the benefit of the Organisation shall be allocated to the relevant Parts of the Agency budget in accordance with the Agency-wide cost allocation methodology implemented for all Agency support costs.

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<tr>
<th>Article 9</th>
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<tr>
<td>The EUROCONTROL staff serving at the Maastricht Centre shall be subject to the provisions governing the Organisation's staff.</td>
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<tr>
<th>Article 10</th>
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</table>
| The Agreement between the Federal Republic of Germany and EUROCONTROL concluded on 3 November 1977 for the duration of the 1960 Convention and relating to the co-location of German Air Force units at the Maastricht Centre and the provision of installations, equipment and technical services shall remain unaffected. | 1. In the case of a request by one or more National Contracting Parties, the Organisation may, through its Maastricht Centre, provide assistance regarding air traffic services provision. In the case of a disruption, the Organisation may upon request by one or more National Contracting Parties provide air traffic services in the airspace of the National Contracting Party or Parties outside of the limitations set out in Annex I to this Agreement. Likewise, the National Contracting Parties may upon request of the Organisation provide air traffic services in the airspace delimited in Annex I to this Agreement.  
2. The provision of such services shall be preceded by an exchange of letters between the Agency's Director General and a duly authorized representative of the National Contracting Party or Parties concerned. The services shall be provided in accordance with the contingency plans approved by the National Contracting Parties. |
Article 11

1. Each National Contracting Party shall be liable for any damage arising from, or in connection with, the services made available to the Organisation in accordance with the provisions of Article 2, paragraphs 2 and 3, of this Agreement to the extent to which such damage is attributable to the said National Contracting Party.

2. Except as provided in paragraph 1 of this Article, the Organisation shall indemnify the National Contracting Parties against any claim arising on account of damage sustained as a result of, or in connection with, the services provided in virtue of Article 1, paragraph 1, and Article 2, paragraph 1, of this Agreement.

3. The Organisation's liability may be invoked pursuant to Article 25.2 of the amended Convention. However, in the cases referred to in paragraph 1 of this Article, the Organisation has a right of recourse against the National Contracting Parties for any indemnification due in this respect.

4. The Organisation may take out insurance in its own name to cover all or some of the risks incurred in connection with this Agreement, including damage due to revenue loss, and in particular risks arising in connection with:
   (a) liability towards third parties (airlines, users, passengers, etc.)
   (b) liability towards States, and
   (c) damage to, or loss of its installations.

3. The Agency's Director General shall inform the Member States of the Organisation whenever services are provided in accordance with this Article.

4. Such service provision shall be limited to the measures required for the duration of the disruption.
Article 12

The provisions contained in the Annexes to this Agreement shall form an integral part hereof. They may however be modified by unanimous decision of the Commission. Any National Contracting Party may require that the implementation of such a decision be subject to written confirmation by the National Contracting Party concerned. However, the provisions laid down in Part II of Annex III to this Agreement, relating to the charging of pensions to the budget, shall not be subject to modification by the Commission.

Article 13

Any disputes which may arise relating to the interpretation or application of this Agreement, or of the Annexes thereto, shall be settled by applying mutatis mutandis the provisions of Article 31 of the amended Convention.

Article 14

1. This Agreement shall be subject to ratification, acceptance or approval.

2. Instruments of ratification, acceptance or approval shall be deposited with the Government of the Kingdom of Belgium.

3. This Agreement shall enter into force, following deposit of the instrument of ratification, acceptance or approval by the last National Contracting Party to complete this formality, once the Commission has brought the transitional period to an end as provided for in Annex 3 of the Protocol by deciding to implement the arrangements embodied in this Agreement for the future of the Maastricht Centre.

4. The Organisation shall become a party to this Agreement by its signature.

5. The Government of the Kingdom of Belgium shall notify the Governments of the other Member States of the Organisation, and the Organisation itself, of any deposit by the National
Contracting Parties of an instrument of ratification, acceptance or approval, as well as the date of entry into force of this Agreement.

6. The Government of the Kingdom of Belgium shall cause this Agreement to be registered with the Secretary-General of the United Nations, in accordance with Article 102 of the Charter of the United Nations, and with the Council of ICAO, in accordance with Article 83 of the Convention on International Civil Aviation signed in Chicago on 7 December 1944.

Article 15

1. This Agreement shall remain in force until the Organisation ceases its activities at Maastricht following denunciation thereof pursuant to paragraph 3 of this Article, or during liquidation of the Organisation pursuant to paragraph 2 of this Article.

2. If the amended Convention is terminated in accordance with the provisions of Article 35.2 thereof, the Organisation shall ensure, in application of Article 35.3 of the amended Convention, the continued operation of the Maastricht Centre in conformity with the provisions of this Agreement until the National Contracting Parties have implemented alternative arrangements, at the latest within a period of four years.

3. However, any one of the National Contracting Parties, or the Organisation, may, without prejudice to paragraph 2 above, express its intention to terminate the present Agreement at any time after the expiry of four years from the date of its entry into force. This intention shall be notified to the Government of the Kingdom of Belgium, which shall notify it to the other Contracting Parties. The termination of this Agreement shall be effective on the expiry of a period of six years from the date of receipt of the notification by the Government of the Kingdom of Belgium.

4. The Party having requested the termination of this Agreement in accordance with paragraph 3 above shall bear the costs resulting from this termination.

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3. However, any one of the National Contracting Parties, or the Organisation, may, without prejudice to paragraph 2 above, express its intention to terminate the present Agreement at any time after the expiry of four years from the date of its entry into force. This intention shall be notified to the Government of the Kingdom of Belgium, which shall notify it to the other Contracting Parties. The termination of this Agreement shall be effective on the expiry of a period of six years from the date of receipt of the notification by the Government of the Kingdom of Belgium.

4. The Party having requested the termination of this Agreement in accordance with paragraph 3 above shall bear the costs resulting from this termination.
### ANNEX I

**Configuration of the airspace in respect of which the Organisation shall provide facilities and operate en-route air traffic services**

No changes

### ANNEX II

**Special provisions concerning national facilities and services to be made available to the Organisation by the National Contracting Parties**

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<thead>
<tr>
<th>Current Text</th>
<th>Proposed Text</th>
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<tr>
<td><strong>Article 2.2 of the Agreement</strong></td>
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</tr>
<tr>
<td>In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use, free of charge, the installations, equipment and air-ground and ground-ground communications facilities detailed below. In addition, the National Contracting Parties shall make available for use by the Organisation, free of charge, the facilities and services essential to the operation of air traffic services, e.g. AIS, MET information and navigational facilities. [List of facilities not shown in this view.]</td>
<td>In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use, free of charge, the installations, equipment and air-ground and ground-ground communications facilities detailed below. In addition, the National Contracting Parties shall make available for use by the Organisation, free of charge, the facilities and services essential to the operation of air traffic services, e.g. AIS, MET information and navigational facilities. [List of facilities not shown in this view.]</td>
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ANNEX III
Financial Protocol
governing the establishment and financing of those parts of the Organisation’s budget covering expenditure in respect of the Maastricht Centre

<table>
<thead>
<tr>
<th>Current Text</th>
<th>Proposed Text</th>
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<tbody>
<tr>
<td><strong>Part I: Investment expenditure</strong></td>
<td><strong>Part I: Capital expenditure related to investments</strong></td>
</tr>
</tbody>
</table>

**Article 1**

Investment expenditure in respect of the Maastricht Centre shall be covered by a special annex in Part III of the Organisation’s budget.

**Article 2**

Investment expenditure under this special annex shall be offset by compensatory receipts provided by the common part of the Organisation’s budget (Part I, Division 3, Section 6).

**Article 3**

Investment expenditure in respect of the Maastricht Centre covered by the special annex which is necessary for the discharge of the Organisation’s responsibilities under the present Agreement shall, insofar as possible and subject to the provisions of Articles 4 and 5 of this Annex, be balanced by receipts accruing to the Organisation, viz:

(a) receipts from special contributions, e.g. special contributions payable by the Federal Republic of Germany in respect of the military part of the total investment expenditure;
(b) receipts from route charges for the use of air navigation services in the National Contracting Parties' airspace accruing in respect of annual amortisation and interest on the capital expenditure at the Maastricht Centre; in order to constitute such receipts, appropriate shares shall be entered in the national route charge cost-bases in accordance with a costsharing formula to be agreed between the National Contracting Parties. The costsharing formula, and any subsequent modification thereof, shall be communicated to the Organisation by the National Contracting Parties.

Article 4

1. If, in a given year, the total of the resources defined in Article 3 of this Annex is less than the amount necessary to offset the investment expenditure under the special annex, the difference shall be covered by the common part of the Organisation's budget (Part I).

2. If in a given year, the total of the resources defined in Article 3 of this Annex exceeds the amount necessary to offset the investment expenditure under the special annex, the difference shall be considered as an extraordinary receipt in Part I of the budget and the Commission shall decide to what extent this excess will be used to reduce the contributions of the Member States to the common budget of the Organisation.

Article 5

If in the event of a major extension, at the request of the National Contracting Parties, of the Centre's tasks as defined in Annex I to this Agreement, the amount necessary to offset the investment expenditure under the special annex considerably exceeds the resources available, and Member States' contributions to cover part of the pre-financing of the investments at the Maastricht Centre are considered to be an unacceptable charge on their individual national budgets, this part of the Financial Protocol shall be renegotiated in the light of the new situation.
<table>
<thead>
<tr>
<th>Part II: Operating expenditure</th>
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<tr>
<td><strong>Article 6</strong></td>
<td><strong>Article 3</strong></td>
</tr>
<tr>
<td>Operating expenditure in respect of the Maastricht Centre shall be covered by a special annex, separate from that covering investment expenditure in Part III of the Organisation's budget.</td>
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<tr>
<td><strong>Article 7</strong></td>
<td><strong>Article 4</strong></td>
</tr>
<tr>
<td>1. The expenditure under this special annex shall be offset by direct contributions from the National Contracting Parties in respect of the control of General Air Traffic, payable in accordance with a cost-sharing formula to be agreed among them, and by a special contribution from the Federal Republic of Germany in respect of the military part of the operating costs.</td>
<td>1. The operating expenditure under this special annex shall be offset by direct contributions from the National Contracting Parties in respect of the control of General Air Traffic, payable in accordance with a cost-sharing formula to be agreed among them, and, where applicable, by special contributions from the National Contracting Parties concerned in respect of the military part of the operating costs.</td>
</tr>
<tr>
<td>2. The cost-sharing formula, and any subsequent modification thereof, shall be communicated to the Organisation by the National Contracting Parties.</td>
<td>2. The cost-sharing formula, and any subsequent modification thereof, shall be communicated to the Organisation by the National Contracting Parties.</td>
</tr>
<tr>
<td><strong>Article 8</strong></td>
<td><strong>Article 5</strong></td>
</tr>
<tr>
<td>This special annex shall provide sufficient credits to cover all current running expenses incurred in ensuring the safe operation of the Maastricht Centre. It should include all items - in accordance with the agreed budgetary nomenclature - covered by the Maastricht Centre's budget in the year preceding the entry into force of this Agreement, and in particular:</td>
<td>This special annex shall provide sufficient credits to cover all costs incurred in ensuring the safe operation of the Maastricht Centre and should include in particular:</td>
</tr>
<tr>
<td>(a) the gross salaries and allowances of all Maastricht staff;</td>
<td>(a) the gross salaries and allowances of all Maastricht staff;</td>
</tr>
<tr>
<td>(b) training expenses in respect of the Maastricht Centre's staff in accordance with the rules in force;</td>
<td>(b) training expenses in respect of the Maastricht Centre's staff in accordance with the rules in force;</td>
</tr>
<tr>
<td>(c) all termination payments payable as a consequence of a decision taken on the sole initiative of the National Contracting Parties with exception of any termination payments made as a result of the entry into service of the new Brussels control centre;</td>
<td>(c) all termination payments payable as a consequence of a decision taken on the sole initiative of the National Contracting Parties;</td>
</tr>
<tr>
<td>(d)</td>
<td>the employer’s part of the pension costs in respect of the Maastricht Centre’s staff as determined in Article 9 of this Annex.</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(d)</td>
<td>the employer’s part of the pension costs in respect of the Maastricht Centre’s staff as determined in Article 6 of this Annex and the relevant part of the Past Benefit Obligations (PBO) relating to pension rights of Maastricht Centre’s staff, including PBO concerning operational staff in the O-grade structure;</td>
</tr>
<tr>
<td>(e)</td>
<td>the costs for support services delivered to the Maastricht Centre;</td>
</tr>
<tr>
<td>(f)</td>
<td>the costs of all insurances taken out by the Organisation to cover all or some of the risks incurred in connection with this Agreement;</td>
</tr>
<tr>
<td>(g)</td>
<td>the costs for the compensation, paid by the Organisation, for national tax levied on pensions in respect of former staff who were assigned to the Maastricht Centre and who receive a retirement pension or invalidity allowance from the Organisation as well as in respect of beneficiaries who receive pensions paid pursuant to Articles 79 or 80 of the Staff Regulations governing officials of the EUROCONTROL Agency and General Conditions of Employment governing Servants at the EUROCONTROL Maastricht Centre, based on the proportion of the period during which the staff members concerned were affected to a post at the Maastricht Centre compared to their total service at the Agency;</td>
</tr>
</tbody>
</table>
(h) the costs for ancillary benefits paid by the Organisation to pensioners in respect of former staff who were assigned to the Maastricht Centre and who receive a retirement pension or invalidity allowance from the Organisation as well as in respect of beneficiaries who receive pensions paid pursuant to Articles 79 or 80 of the Staff Regulations governing officials of the EUROCONTROL Agency and General Conditions of Employment governing Servants at the EUROCONTROL Maastricht Centre, based on the proportion of the period during which the staff members concerned were affected to a post at the Maastricht Centre compared to their total service at the Agency;

(i) other operating costs including costs incurred for the purchase of goods and services, in particular outsourced services, external staff, material, energy, utilities, rental of building, equipment and facilities, maintenance and travel expenses;

(j) depreciation cost;

(k) cost of capital.

<table>
<thead>
<tr>
<th>Article 9</th>
<th>Article 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs in respect of pension rights accumulated in a given year shall comprise the staff's contributions as defined in the Organisation's service regulations (included in the gross salaries as in the case of all staff members) and the employer's contributions, representing twice the amount of the staff's contributions. The employer's contributions shall be entered separately as expenditure in the special annex.</td>
<td>As the eventual payment of pensions to the Organisation's staff will be defrayed out of the Organisation's common budget, both the staff's and the employer's parts of the pension costs shall be transferred from the special annex and entered as receipts in the Organisation's budget (Part I, Division 1, Section 2), these receipts reducing the Member States' overall contributions.</td>
</tr>
</tbody>
</table>
### Part III: Sharing of Cost

#### Article 7

1. The National Contracting Parties agree to include in their annual route charge cost-bases an amount equivalent to the annual amortisation and the interest on capital expenditure in respect of agreed investments at the Maastricht Area Control Centre, and to share these amounts among them in proportion to the air traffic control personnel assigned to the control sectors serving their airspace, it being understood that the airspace of the Kingdom of Belgium and that of the Grand Duchy of Luxembourg shall be deemed to constitute one airspace.

2. The National Contracting Parties agree to share among them the costs in respect of the control of General Air Traffic at the Maastricht Area Control Centre in accordance with the same sharing formula as defined in paragraph 1 above.

3. The shares resulting from the application of the sharing formula referred to in paragraphs 1 and 2 above shall be established annually on the basis of the situation prevailing on 1 January of the budgetary year in question, and shall be agreed upon by the Maastricht Decision Making Body, under the budgetary assessment process referred to in Article 5.1 (iii) of this Agreement.

4. The shares assigned pursuant to paragraphs 1 and 2 above to the Kingdom of Belgium and the Grand Duchy of Luxembourg, taken as a whole, shall be apportioned between those States as follows:

- **Kingdom of Belgium:** 97%
- **Grand Duchy of Luxembourg:** 3%
### ANNEX IV

<table>
<thead>
<tr>
<th>Sole Article</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the period 2019 to 2025 the annual costs to be included in the special annex to the Organisation’s budget for the Maastricht Centre concerning the cost items mentioned in Article 5, paragraph 1 (g) and (h) of Annex III (tax compensation and ancillary benefits) shall be determined in accordance with the following percentages of the total cost of these items:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>60%</td>
<td>80%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>7.5M€</td>
<td>11.9M€</td>
<td>13.9M€</td>
<td>17.0M€</td>
<td>18.2M€</td>
<td>19.2M€</td>
</tr>
</tbody>
</table>

2025
100%
20.3M€

The amounts are indicative based on the Agency Business Plan 2016 and shall be determined annually on the basis of the latest forecast used by the Agency for the preparation of the budget of the respective years.
ANNEX 2 to the Measure

Annex 2 to Permanent Commission Measure No 17/231 concerning the approval of amendments to the Maastricht Agreement

AGREEMENT RELATING TO THE PROVISION AND OPERATION OF AIR TRAFFIC SERVICES AND FACILITIES BY EUROCONTROL AT THE MAASTRICHT AREA CONTROL CENTRE

THE FEDERAL REPUBLIC OF GERMANY,
THE KINGDOM OF BELGIUM,
THE GRAND DUCHY OF LUXEMBOURG,
THE KINGDOM OF THE NETHERLANDS,

hereinafter called "the National Contracting Parties", on the one part,

AND EUROCONTROL, THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION,

hereinafter called "the Organisation", on the other part,

Whereas the Permanent Commission for the safety of air navigation of the Organisation (hereinafter called "the Commission"), on the proposal of the National Contracting Parties, has adopted future arrangements for the Maastricht Area Control Centre (hereinafter called "the Maastricht Centre"), and will decide on the implementation thereof pursuant to Annex 3 to the Protocol signed at Brussels on 12 February 1981 amending the EUROCONTROL International Convention relating to co-operation for the Safety of Air Navigation of 13 December 1960 (hereinafter called "the Protocol"),

Whereas the Maastricht Centre will be maintained as a EUROCONTROL establishment for the purpose of providing the Organisation with the essential link between the mandatory tasks in Article 2.1 of the EUROCONTROL Convention amended at Brussels in 1981 (hereinafter called "the amended Convention") and the practical execution of air traffic services, thus enabling the Organisation to maintain and develop its technical and operational know-how in the air traffic services field,

Whereas the arrangements satisfy the desire of the National Contracting Parties to entrust the Organisation with the provision and operation of air traffic facilities and services on behalf of the National Contracting Parties pursuant to the provisions of the amended Convention, and in particular Articles 2.2 (b) and 12 thereof,

Whereas the Commission has adopted Decision No. 128 dated 9 December 2015 concerning the implementation of an Agency-wide cost allocation methodology as well as concerning the allocation, on a permanent basis, of the cost of support services for the operation of the Maastricht Centre and the cost of the compensation for national tax levied on pensions and of ancillary benefits paid by the Organisation to former staff members which were assigned to MUAC,
Whereas the Commission has adopted Decision No. 129 dated 9 December 2015 concerning the taking of decisions on measures of an operational, technical, financial or budgetary nature, including on investments, as well as the mandate of Director MUAC to arrange support services, required for the operation of MUAC,

Considering that under both the EUROCONTROL 1981 amended Convention and 1997 revised Convention the Organisation is empowered, by decision of its Permanent Commission and the General Assembly respectively, to create undertakings in order to facilitate the execution of its tasks,

Considering that the amended Convention allows the Contracting Parties who have entrusted the Organisation with the execution of specific tasks pursuant to its Article 2.2 to take certain measures with regard to the execution of these tasks,

Considering that the scope of these measures is determined by Article 6.1 (b) of the amended Convention,

Considering that Commission Decision No. 129 dated 9 December 2015 states that the National Contracting Parties take responsibility for the consequences on Part I of the Agency budget of decisions taken by them on the basis of the measures adopted pursuant to the said Decision as well as of actions taken by Director MUAC pursuant to his mandate to arrange the support services which MUAC requires, and carry any liability stemming from such decisions and actions in case the Organisation is held liable under the amended Convention as a direct result of such decisions and actions,

Considering that the Organisation shall have a right of recourse against the National Contracting Parties in the case the liability of the Organisation is invoked pursuant to Article 25.2 of the amended Convention as a direct result of such decisions and actions,

Considering that according to Article 4.2 of the present Agreement the Director of the Maastricht Centre shall ensure the day-to-day operation of the air traffic services, including social dialogue, and

On the understanding that the social dialogue covers discussions with the trade unions and the Staff Committee concerning the employment conditions for staff employed at the Maastricht Centre, but not their final approval,

Have agreed as follows:

Article 1

1. The National Contracting Parties shall entrust the Organisation, pursuant to Article 2.2 (b) of the amended Convention, with the provision and operation of en-route air traffic facilities and services, to the extent and in the manner prescribed in this Agreement. For this purpose, the Organisation shall employ the facilities at the Maastricht Centre, and shall provide the staff required for the operation and maintenance of the Centre.

2. Each of the National Contracting Parties shall retain, with regard to the airspace over its territory and within designated portions of the airspace over the high seas, on the basis of the Air Navigation Plan - European Region - of the International Civil Aviation Organization (hereinafter called "ICAO"), its competences and obligations in respect of aeronautical
regulations, rule-making, airspace organisation and relations with international organisations, such as ICAO, and with airspace users and other third parties.

Article 2

1. The Organisation shall provide the facilities and operate the services for en-route air traffic, as defined in Article 3.3 of the amended Convention, in the airspace delimited in Annex I to this Agreement.

2. In order to facilitate the provision and operation of en-route air traffic facilities and services pursuant to Article 1.1 of this Agreement or to facilitate the provision of other specific services by the Maastricht Centre, the Organisation may, by decision of the Commission and on the request of and in cooperation with the National Contracting Parties, create or dissolve undertakings governed by specific articles of association governed either by public international law or by the national law of a Member State of the Organisation, or acquire majority shareholdings in such undertakings.

3. The National Contracting Parties, to the extent that they are competent to do so, shall take all measures necessary to enable the Organisation to discharge its responsibility under the present Agreement; this applies in particular to the allocation of radio frequencies.

Article 3

The Organisation, with the aim of ensuring the safety, efficiency and expeditious flow of air traffic through the most cost-effective means shall:

(a) establish through its Agency the means required for the discharge of its task pursuant to Annex 1 of the amended Convention (Statute of the Agency);

(b) in agreement with the National Contracting Parties, ensure maximum compatibility between the services provided on the one hand by the Maastricht Centre and on the other by the National Contracting Parties in the airspaces under their control;

(c) agree with the National Contracting Parties on the manner in which the facilities referred to in Annex II of this Agreement shall be operated.

Article 4

1. The Director of the Maastricht Centre shall establish the operational, technical, financial and budgetary measures on the basis of the provisions in Article 6 of this Agreement, as well as the corresponding budgetary appropriations.

2. The Director of the Maastricht Centre shall ensure the day-to-day operation of the air traffic services, including management of staff, social dialogue concerning employment conditions for staff employed at the Maastricht Centre and equipment. For this purpose, the Director of the Maastricht Centre:
(a) shall observe the Organisation's internal rules and staff service regulations, as well as any measures taken by the Maastricht Decision Making Body or the Commission pursuant to the provisions of Articles 3 and 6 of this Agreement;

(b) shall maintain close consultation and coordination in the operational and technical fields with the air traffic services providers of the National Contracting Parties and other relevant stakeholders concerned.

3. The Director of the Maastricht Centre shall arrange the support services required for the Maastricht Centre. He may seek such support services from the Organisation, from third parties or through other means.

Before a decision is taken by the Director of the Maastricht Centre to no longer seek support services from the Organisation, a business case including a cost-benefit analysis and an analysis of the impact on the budget of the Organisation shall be carried out by the Director of the Maastricht Centre in cooperation with the Agency’s Director responsible for financial matters and submitted to the Member States of the Organisation to ensure transparency.

In case the Director of the Maastricht Centre decides to no longer seek support services from the Organisation a termination period shall start upon written notification by the Director of the Maastricht Centre to the Agency’s Director General. Such termination period shall not exceed 12 months, unless the Director of the Maastricht Centre and the Agency’s Director General commonly agree on a longer period, in particular where there may be a negative impact on the Organisation’s budget.

4. The National Contracting Parties shall take responsibility for the consequences on Part I of the Organisation’s budget of actions taken by the Director of the Maastricht Centre pursuant to paragraphs 1, 2 and 3 above. In the case of decisions taken by the Director of the Maastricht Centre concerning support services pursuant to paragraph 3 above, such responsibility shall be limited to the end of the termination period mentioned in that paragraph.

The Organisation shall take all reasonable measures to limit the budgetary impact of this responsibility for the National Contracting Parties.

Article 5

1. The Maastricht Decision Making Body is hereby established. It consists of the National Contracting Parties.

2. The decisions of the Maastricht Decision Making Body shall require a unanimous vote by the National Contracting Parties and shall be binding on all of them.

3. The Maastricht Decision Making Body shall establish its rules of procedure, including rules governing the election of a chairman and vice-chairman.

Article 6

1. The Maastricht Decision Making Body shall:

(i) approve the annual work programme;
(ii) approve investment plans and work programmes extending over several years;

(iii) approve the budget of the Maastricht Centre (including cost-sharing keys) and activity report;

(iv) give directives to the Director of the Maastricht Centre necessary for the accomplishment of the tasks assigned to the Maastricht Centre, in particular with regard to:

(a) the operational and technical concept;
(b) airspace organisation and sectorisation;
(c) staffing requirements;
(d) day-to-day operation;
(e) required services and facilities to be made available to the Organisation pursuant to Annex II of this Agreement;
(f) contingency plans.

(v) approve the appointment of the Director of the Maastricht Centre;

(vi) take necessary measures in exercising their supervisory powers for the accomplishment of the tasks mentioned in Articles 3 and 4 of the present Agreement;

(vii) give the Director of the Maastricht Centre a discharge in respect of administration of the budget of the Maastricht Centre.

2. For all other measures concerning the Maastricht Centre, the provisions of the amended Convention and those of Annex 1 thereto, with the exception of the provisions of the 2nd, 3rd and 4th sentences of Article 7.1 of the amended Convention, in respect of decision-making procedures in connection with the tasks detailed in Article 2.1 of the Convention shall apply by analogy. Measures voted by a simple or weighted majority shall require to obtain two-thirds of votes cast, this to include those of all of the National Contracting Parties.

3. The National Contracting Parties shall take responsibility for the consequences on Part I of the Organisation’s budget of decisions taken by the Maastricht Decision Making Body on the basis of the measures and directives taken pursuant to paragraph 1 above.

The Organisation shall take all reasonable measures to limit the budgetary impact of this responsibility for the National Contracting Parties.

Article 7

1. Investments in respect of facilities at the Maastricht Centre required for the performance of the tasks for which the Organisation is responsible under this Agreement shall be undertaken by the Organisation.

2. In the case the Organisation creates an undertaking pursuant to Article 2, paragraph 2 of this Agreement the ownership of the buildings, equipment and facilities at the Maastricht Centre may be transferred to the undertaking.

3. Pursuant to Article 6, paragraph 1 (ii) of this Agreement, and without prejudice to the residual decision making power of the Permanent Commission, the National Contracting
Parties shall take decisions regarding the approval of investment plans. The related capital expenditure for these investments shall be financed by means of a special annex to the Organisation's budget. The financing procedure is specified in Part I of the Financial Protocol in Annex III to this Agreement.

**Article 8**

1. The costs broken down into staff costs, other operating costs, depreciation costs, cost of capital and exceptional items incurred by the Organisation in respect of the Maastricht Centre shall be established in accordance with Part II of the Financial Protocol contained in Annex III to this Agreement, and shall be included in a special annex to the Organisation’s budget. This annex shall be financed by the National Contracting Parties in accordance with a cost-sharing formula to be agreed between them.

2. The costs of activities performed and expertise provided by the Maastricht Centre for the benefit of the Organisation shall be allocated to the relevant Parts of the Agency budget in accordance with the Agency-wide cost allocation methodology implemented for all Agency support costs.

**Article 9**

The EUROCONTROL staff serving at the Maastricht Centre shall be subject to the provisions governing the Organisation’s staff.

**Article 10**

1. In the case of a request by one or more National Contracting Parties, the Organisation may, through its Maastricht Centre, provide assistance regarding air traffic services provision. In the case of a disruption, the Organisation may upon request by one or more National Contracting Parties provide air traffic services in the airspace of the National Contracting Party or Parties outside of the limitations set out in Annex I to this Agreement. Likewise, the National Contracting Parties may upon request of the Organisation provide air traffic services in the airspace delimited in Annex I to this Agreement.

2. The provision of such services shall be preceded by an exchange of letters between the Agency’s Director General and a duly authorized representative of the National Contracting Party or Parties concerned. The services shall be provided in accordance with the contingency plans approved by the National Contracting Parties.

3. The Agency’s Director General shall inform the Member States of the Organisation whenever services are provided in accordance with this Article.

4. Such service provision shall be limited to the measures required for the duration of the disruption.

**Article 11**
1. Each National Contracting Party shall be liable for any damage arising from, or in connection with, the services made available to the Organisation in accordance with the provisions of Article 2, paragraph 3, and Annex II of this Agreement to the extent to which such damage is attributable to the said National Contracting Party.

2. Except as provided in paragraph 1 of this Article, the Organisation shall indemnify the National Contracting Parties against any claim arising on account of damage sustained as a result of, or in connection with, the services provided in virtue of Article 1, paragraph 1, Article 2, paragraph 1, and Article 10 of this Agreement.

3. The Organisation's liability may be invoked pursuant to Article 25.2 of the amended Convention. However, in the cases referred to in paragraph 1 of this Article, Article 4, paragraphs 1, 2 and 3 and Article 6, paragraph 1, the Organisation has a right of recourse against the National Contracting Parties for any indemnification due in this respect.

4. The Organisation may take out insurance in its own name to cover all or some of the risks incurred in connection with this Agreement, including damage due to revenue loss, and in particular risks arising in connection with:
   (a) liability towards third parties (airlines, users, passengers, etc.)
   (b) liability towards States, and
   (c) damage to, or loss of its installations.

**Article 12**

The provisions contained in the Annexes to this Agreement shall form an integral part hereof. Annexes I, II and III to this Agreement may however be modified, by exchange of letters between the National Contracting Parties and the Agency's Director General, insofar as such modification does not modify the rights and obligations of the Organisation and the National Contracting Parties under Articles 1 to 15 of this Agreement. The Agency's Director General shall approve any modification to the Annexes I, II and III of this Agreement on behalf of the Organisation on the condition that he so informs the Permanent Commission well in advance. Annex IV to this Agreement may be modified by unanimous decision of the Commission.

**Article 13**

Any disputes which may arise relating to the interpretation or application of this Agreement, or of the Annexes thereto, shall be settled by applying mutatis mutandis the provisions of Article 31 of the amended Convention.

**Article 14**

1. This Agreement shall be subject to ratification, acceptance or approval.
2. Instruments of ratification, acceptance or approval shall be deposited with the Government of the Kingdom of Belgium.

3. This Agreement shall enter into force, following deposit of the instrument of ratification, acceptance or approval by the last National Contracting Party to complete this formality.

4. The Organisation shall become a party to this Agreement by its signature.

5. The Government of the Kingdom of Belgium shall notify the Governments of the other Member States of the Organisation, and the Organisation itself, of any deposit by the National Contracting Parties of an instrument of ratification, acceptance or approval, as well as the date of entry into force of this Agreement.

6. The Government of the Kingdom of Belgium shall cause this Agreement to be registered with the Secretary-General of the United Nations, in accordance with Article 102 of the Charter of the United Nations, and with the Council of ICAO, in accordance with Article 83 of the Convention on International Civil Aviation signed in Chicago on 7 December 1944.

Article 15

1. This Agreement shall remain in force until the Organisation ceases its activities at Maastricht following denunciation there of pursuant to paragraph 3 of this Article, or during liquidation of the Organisation pursuant to paragraph 2 of this Article.

2. If the amended Convention is terminated in accordance with the provisions of Article 35.2. thereof, the Organisation shall ensure, in application of Article 35.3 of the amended Convention, the continued operation of the Maastricht Centre in conformity with the provisions of this Agreement until the National Contracting Parties have implemented alternative arrangements, at the latest within a period of four years.

3. However, any one of the National Contracting Parties, or the Organisation, may, without prejudice to paragraph 2 above, express its intention to terminate the present Agreement at any time after the expiry of four years from the date of its entry into force. This intention shall be notified to the Government of the Kingdom of Belgium, which shall notify it to the other Contracting Parties. The termination of this Agreement shall be effective on the expiry of a period of six years from the date of receipt of the notification by the Government of the Kingdom of Belgium.

4. The Party having requested the termination of this Agreement in accordance with paragraph 3 above shall bear the costs resulting from this termination.
IN WITNESS WHEREOF, the undersigned Plenipotentiaries, after presentation of their full powers, found to be in good and due form, have signed this Agreement.

DONE at Brussels, this 25th day of November 1986, in the German, English, French, Dutch and Portuguese languages, in a single original, which shall remain deposited in the archives of the Government of the Kingdom of Belgium, which shall transmit certified copies to the Governments of the other Member States of the Organisation and to the Organisation itself. In the case of any inconsistency, the text in the French language shall prevail.

For the Federal Republic of Germany:

For the Kingdom of Belgium:

For the Grand Duchy of Luxembourg:

For the Kingdom of the Netherlands:

For the European Organisation for the Safety of Air Navigation:
ANNEX I

Configuration of the airspace in respect of which the Organisation shall provide facilities and operate en-route air traffic services

The configuration of the airspace in respect of which the National Contracting Parties shall entrust the Organisation with the provision and operation of facilities and en-route air traffic services is defined as follows:

<table>
<thead>
<tr>
<th>National Contracting Parties</th>
<th>Lateral limits</th>
<th>Vertical limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Republic of Germany</td>
<td>The airspace within the lateral limits of the Hannover Upper Flight Information Region.</td>
<td>Above flight level 245.</td>
</tr>
<tr>
<td>Kingdom of Belgium</td>
<td>The airspace within the lateral limits of the Brussels Upper Flight Information Region.</td>
<td>Above flight level 245 (1).</td>
</tr>
<tr>
<td>Grand Duchy of Luxembourg</td>
<td>The airspace within the lateral limits of the Amsterdam Flight Information Region.</td>
<td>Above flight level 245 except the part of the Flight Information Region south of a line between 51°42'20&quot; N - 02°10'15&quot; E and 51°38'04&quot; N - 02°30' E; Above flight level 245 (1) in respect of the area south of a line between 51°38'04&quot; N - 02°30' E and 51°16'15&quot; N - 04°06'60&quot; E.</td>
</tr>
<tr>
<td>Kingdom of the Netherlands</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) The airspace shall be extended temporarily to flight level 200 and above pending the entry into service of the Brussels Area Control Centre's new facilities.
ANNEX II

Special provisions concerning national facilities and services to be made available to the Organisation by the National Contracting Parties

In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use, free of charge, the installations, equipment and air-ground and ground-ground communications facilities detailed below. In addition, the National Contracting Parties shall make available for use by the Organisation, free of charge, the facilities and services essential to the operation of air traffic services, e.g. AIS, MET information and navigational facilities.

FEDERAL REPUBLIC OF GERMANY

Radar

Radar data, including, where applicable, weather data, emanating from:

a) Bremen SRE-LL1;
b) Boostedt SRE-LL1;c) Lüdenscheid SRE-LL1;d) Pfälzerwald SRE-LL1.

Telecommunications

a) Transmitter and receiver stations situated respectively at Brinkum and Habenhausen, together with the necessary transmitters and receivers;
b) AFTN switching centre at Frankfurt (A300);
c) Central control strip printing system (ZKSD) for the transmission of ACT and related messages.

Flow Control Facilities

LRNZ for ATFM purposes.
KINGDOM OF BELGIUM
GRAND DUCHY OF LUXEMBOURG

Radar
a) Radar data derived from the SRE-M5 and secondary radars situated at Bertem.

Miscellaneous
a) Weather information routed through and from the Meteorological Office at Zaventem.

KINGDOM OF THE NETHERLANDS

Radar
Radar data, including weather data emanating from the Signaal/LAR and weather radars at Leerdam.

Telecommunications
a) Transmitter and receiver stations situated at Schiphol and Eelde, together with the necessary transmitters and receivers.

Miscellaneous
a) Data derived from the SARP system for civil/military liaison purposes.
ANNEX III

Financial Protocol

governing the establishment and financing of those parts of the Organisation's budget covering expenditure in respect of the Maastricht Centre

Part I: Capital expenditure related to investments

Article 1

Capital expenditure related to investments in respect of the Maastricht Centre shall be covered by a special annex in Part III of the Organisation's budget.

Article 2

Capital expenditure related to investments under this special annex shall be financed through bank loans or any other means provided by the Organisation.

Part II: Operating expenditure

Article 3

Operating expenditure in respect of the Maastricht Centre shall be covered by a special annex, separate from that covering investment expenditure in Part III of the Organisation's budget.

Article 4

1. The operating expenditure under this special annex shall be offset by direct contributions from the National Contracting Parties in respect of the control of General Air Traffic, payable in accordance with a cost-sharing formula to be agreed among them, and, where applicable, by special contributions from the National Contracting Parties concerned in respect of the military part of the operating costs.

2. The cost-sharing formula, and any subsequent modification thereof, shall be communicated to the Organisation by the National Contracting Parties.
Article 5

This special annex shall provide sufficient credits to cover all costs incurred in ensuring the safe operation of the Maastricht Centre and should include in particular:

(a) the gross salaries and allowances of all Maastricht staff;
(b) training expenses in respect of the Maastricht Centre's staff in accordance with the rules in force;
(c) all termination payments payable as a consequence of a decision taken on the sole initiative of the National Contracting Parties;
(d) the employer's part of the pension costs in respect of the Maastricht Centre's staff as determined in Article 6 of this Annex and the relevant part of the Past Benefit Obligations (PBO) relating to pension rights of Maastricht Centre's staff, including PBO concerning operational staff in the O-grade structure;
(e) the costs for support services delivered to the Maastricht Centre;
(f) the costs of all insurances taken out by the Organisation to cover all or some of the risks incurred in connection with this Agreement;
(g) the costs for the compensation, paid by the Organisation, for national tax levied on pensions in respect of former staff who were assigned to the Maastricht Centre and who receive a retirement pension or invalidity allowance from the Organisation as well as in respect of beneficiaries who receive pensions paid pursuant to Articles 79 or 80 of the Staff Regulations governing officials of the EUROCONTROL Agency and General Conditions of Employment governing Servants at the EUROCONTROL Maastricht Centre, based on the proportion of the period during which the staff members concerned were affected to a post at the Maastricht Centre compared to their total service at the Agency;
(h) the costs for ancillary benefits paid by the Organisation to pensioners in respect of former staff who were assigned to the Maastricht Centre and who receive a retirement pension or invalidity allowance from the Organisation as well as in respect of beneficiaries who receive pensions paid pursuant to Articles 79 or 80 of the Staff Regulations governing officials of the EUROCONTROL Agency and General Conditions of Employment governing Servants at the EUROCONTROL Maastricht Centre, based on the proportion of the period during which the staff members concerned were affected to a post at the Maastricht Centre compared to their total service at the Agency;
(i) other operating costs including costs incurred for the purchase of goods and services, in particular outsourced services, external staff, material, energy, utilities, rental of building, equipment and facilities, maintenance and travel expenses;
(j) depreciation cost;
(k) cost of capital.
Article 6

Costs in respect of pension rights accumulated in a given year shall comprise the staff's contributions as defined in the Organisation's service regulations (included in the gross salaries as in the case of all staff members) and the employer's contributions, representing twice the amount of the staff's contributions. The employer's contributions shall be entered separately as expenditure in the special annex.

Part III: Sharing of cost

Article 7

1. The National Contracting Parties agree to include in their annual route charge cost-bases an amount equivalent to the annual amortisation and the interest on capital expenditure in respect of agreed investments at the Maastricht Area Control Centre, and to share these amounts among them in proportion to the air traffic control personnel assigned to the control sectors serving their airspace, it being understood that the airspace of the Kingdom of Belgium and that of the Grand Duchy of Luxembourg shall be deemed to constitute one airspace.

2. The National Contracting Parties agree to share among them the costs in respect of the control of General Air Traffic at the Maastricht Area Control Centre in accordance with the same sharing formula as defined in paragraph 1 above.

3. The shares resulting from the application of the sharing formula referred to in paragraphs 1 and 2 above shall be established annually on the basis of the situation prevailing on 1 January of the budgetary year in question, and shall be agreed upon by the Maastricht Decision Making Body, under the budgetary assessment process referred to in Article 6.1 (iii) of this Agreement.

4. The shares assigned pursuant to paragraphs 1 and 2 above to the Kingdom of Belgium and the Grand Duchy of Luxembourg, taken as a whole, shall be apportioned between those States as follows:

Kingdom of Belgium: 97%
Grand Duchy of Luxembourg: 3%
ANNEX IV

Sole Article

For the period 2019 to 2025 the annual costs to be included in the special annex to the Organisation's budget for the Maastricht Centre concerning the cost items mentioned in Article 5, paragraph 1 (g) and (h) of Annex III (tax compensation and ancillary benefits) shall be determined in accordance with the following percentages of the total cost of these items:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
<th>Cost (M€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>40%</td>
<td>7.5</td>
</tr>
<tr>
<td>2020</td>
<td>60%</td>
<td>11.9</td>
</tr>
<tr>
<td>2021</td>
<td>80%</td>
<td>13.9</td>
</tr>
<tr>
<td>2022</td>
<td>100%</td>
<td>17.0</td>
</tr>
<tr>
<td>2023</td>
<td>100%</td>
<td>18.2</td>
</tr>
<tr>
<td>2024</td>
<td>100%</td>
<td>18.2</td>
</tr>
<tr>
<td>2025</td>
<td>100%</td>
<td>20.3</td>
</tr>
</tbody>
</table>

The amounts are indicative based on the Agency Business Plan 2016 and shall be determined annually on the basis of the latest forecast used by the Agency for the preparation of the budget of the respective years.