

**EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION**  
**EUROCONTROL**

- Measures of the Permanent Commission -

**MEASURE No 20/247**

**delegating authority to the Agency to conclude with the European Civil Aviation Conference (ECAC) an Agreement concerning the provision by EUROCONTROL of administrative services to ECAC**

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960, as amended by the Protocol signed at Brussels on 12 February 1981, hereinafter referred to as "the EUROCONTROL Convention", and in particular Articles 7.2, 11 and 12 thereof;

Having regard to the Protocol consolidating the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, which was opened for signature on 27 June 1997, and in particular Article 2.1 of the consolidated version of the Convention annexed thereto as provisionally applied under Decision No 71 of the Permanent Commission of 9 December 1997;

Having regard to the Decision N°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;

Whereas the Provisional Council, at its 52nd Session, endorsed the finalisation by the Director General of a draft Agreement with ECAC concerning the provision by EUROCONTROL of administrative services to ECAC;

Whereas the negotiations between the Agency and ECAC were successfully finalised;

On the proposal of the Agency and the Provisional Council,

HEREBY TAKES THE FOLLOWING MEASURE:

**Sole article**

The Agency is delegated authority to conclude with the European Civil Aviation Conference (ECAC) an Agreement concerning the provision by EUROCONTROL of administrative services to ECAC on the basis of the draft agreement at [Annex](#), which shall be signed on behalf of the Organisation by the Director General.

Done at Brussels on 25/3/2020



Gytis Mažeika  
President of the Commission

**AGREEMENT**  
**between**  
**EUROCONTROL**  
**and**  
**THE EUROPEAN CIVIL AVIATION CONFERENCE (ECAC)**  
**concerning the provision by EUROCONTROL of administrative**  
**services to ECAC**

This **Agreement** is made between:

**EUROCONTROL**<sup>1</sup>, having its address at Rue de la Fusée 96, 1130 Brussels, Belgium, represented by its Director General, Mr Eamonn BRENNAN;  
hereinafter referred to as “**EUROCONTROL**”

and

**The European Civil Aviation Conference (ECAC)** having its address at 3bis Villa Emile Bergerat, 92522 Neuilly sur Seine Cedex, France, represented by its President, Ms Ingrid Cherfils;  
hereinafter referred to as “**ECAC**”

each “**a Party**” and collectively “**the Parties**”.

HAVING REGARD to Articles 7.2, 11 and 12 of the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960, as variously amended,

HAVING REGARD to Decision No. 71 of the Permanent Commission of 9 December 1997 on early implementation of certain provisions in the revised Convention,

HAVING REGARD to Measure No. xx/xx of the Permanent Commission of xx.xx.xxxx authorizing the Agency to conclude an agreement in this regard;

HAVING REGARD to ECAC Constitution and Rules of Procedures (8<sup>th</sup> edition, August 2019);

WHEREAS ECAC Directors General have agreed (DGCA/152, 6-7 May 2019) on the establishment of an international organisation to be governed by public international law as a long term evolution of ECAC status;

WHEREAS ICAO has decided to no longer apply the provisions of the 1969 Agreement between ICAO and ECAC regarding ECAC Secretariat services;

WHEREAS ECAC has enquired whether EUROCONTROL could provide administrative services at least during this transitional period;

HAVING REGARD to ECAC Directors General (DGCA/153, 11 December 2019) decision on the provision of administrative services by EUROCONTROL to ECAC and the mandate given to the ECAC President to finalise an agreement with EUROCONTROL;

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<sup>1</sup> EUROCONTROL - European Organisation for the Safety of Air Navigation.

WHEREAS the provision of these administrative services will not impact the achievement of the respective tasks, objectives and missions of ECAC and EUROCONTROL and their respective budgets;

WHEREAS the provision of these administrative services by EUROCONTROL and the resulting tasks, rights and obligations of the Parties need to be stipulated in an agreement;

**THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1: SCOPE**

- 1.1 The purpose of this Agreement is to establish the conditions according to which EUROCONTROL will provide administrative services to ECAC with the aim of ensuring the continuity of ECAC Secretariat functions and to detail the resulting rights and obligations of the Parties.
- 1.2 Notwithstanding the previous paragraph, the representatives of the Parties may agree on other services to be provided by one Party to the other. These services and the conditions under which they shall be provided, shall be specified in the Annexes.

**ARTICLE 2: ADMINISTRATIVE SERVICES PROVIDED BY EUROCONTROL**

- 2.1 EUROCONTROL shall provide to ECAC administrative services with the aim of ensuring the continuity of ECAC Secretariat functions to support ECAC in achieving its objectives. Additional services may be provided upon request, subject to arrangements on charging, to be agreed between the Parties. The services and the service requirements shall be listed in Annex 1.
- 2.2 EUROCONTROL shall provide these administrative services to ECAC using the same requirements and quality standards as applied within EUROCONTROL.
- 2.3 When providing these services, EUROCONTROL shall neither influence nor interfere with internal matters of ECAC (e.g. establishment and execution of ECAC work programme and budget, decision-making procedures) nor with the objectives of ECAC as specified in the ECAC Constitution.
- 2.4 The Parties shall inform each other without delay of any developments that could have an effect on the tasks and responsibilities under this Agreement.

**ARTICLE 3: RELATIONS ESSENTIAL FOR THE PROVISION OF THE SERVICES**

To the extent required for the provision of the services pursuant to this Agreement, goods and services shall be procured for ECAC in accordance with the Contract Regulations of the EUROCONTROL Organisation.

#### **ARTICLE 4: PERSONNEL**

- 4.1 In order to ensure the functioning of the ECAC Secretariat and subject to the ECAC budget and means available, EUROCONTROL shall recruit, appoint and employ the staff for the ECAC Secretariat posts based upon a decision taken by ECAC.
- 4.2 Further to those initial recruitments identified at the time of conclusion of this Agreement (Articles 1.1 and 1.2 of Annex 2), EUROCONTROL shall recruit additional staff upon decision and request by ECAC and subject to the ECAC available budget and means.
- 4.3 The principles governing the employment by EUROCONTROL of staff members recruited pursuant to this Agreement and assigned exclusively to the ECAC Secretariat shall be set out in Annex 2.
- 4.4 The EUROCONTROL staff members recruited pursuant to this Article shall be assigned exclusively to the ECAC Secretariat. They shall report to ECAC (the ECAC Executive Secretary shall report to the ECAC President and the ECAC Coordinating Committee, and the other staff members shall report to the ECAC Executive Secretary). The representatives of the Parties shall jointly assess any complaint raised by those EUROCONTROL staff assigned exclusively to the ECAC Secretariat with regard to organisational aspects or instructions received from ECAC.
- 4.5 All documents, materials or other products of the work carried out by EUROCONTROL staff assigned exclusively to the ECAC Secretariat shall be the property of ECAC.

#### **ARTICLE 5: FINANCIAL ARRANGEMENTS**

- 5.1 ECAC shall bear all costs and expenses that EUROCONTROL incurs in connection with this Agreement and its Annexes, unless otherwise agreed in writing by the representatives of the Parties or in the Annexes to this Agreement. Those costs may not exceed the ECAC budget and means available. The costs to be borne by ECAC include the employer gross salary costs after deduction of internal tax for the staff recruited by EUROCONTROL and assigned exclusively to the ECAC Secretariat under Article 4.
- 5.2 The financial arrangements between the Parties shall be detailed in Annex 3.
- 5.3 The present Agreement shall not impact the status and working methods of ECAC nor the establishment and execution of its budget and its work programme, for which ECAC shall continue to be exclusively responsible. Nothing in this Agreement will prevent ECAC from securing external funding or entering into contractual arrangements with any third party.
- 5.4 Income and expenses within the scope of the present Agreement shall be presented in a special Annex of the EUROCONTROL Agency's budget.

#### **ARTICLE 6: LIABILITY**

- 6.1 EUROCONTROL shall not accept, acquire or assume any liability incurred prior to the entry into force of this Agreement, neither vis-à-vis the staff to be recruited for the purposes of ECAC by EUROCONTROL, nor vis-à-vis ECAC or third parties (e.g. the International

Civil Aviation Organization). Any such liability will remain the sole responsibility of ECAC and ECAC shall hold EUROCONTROL harmless against any such claims made.

- 6.2 The Parties shall be liable to each other for direct damage caused by an act or omission in breach of their respective obligations under this Agreement, as detailed in its Annexes, in cases of negligence, gross negligence and willful misconduct. This includes damage sustained or caused by EUROCONTROL staff assigned exclusively to the ECAC Secretariat.
- 6.3 One Party shall indemnify the other Party against all claims made by third parties against the latter Party, and loss incurred due to such claims, arising from a breach of the former Party's obligations under this Agreement.

#### **ARTICLE 7: CONFIDENTIALITY**

- 7.1 Except with the prior written consent of the other Party, neither Party shall disclose any technical specification, document and/or any other information or data received or acquired in connection with the execution of this Agreement to any person other than a person employed or engaged by them.
- 7.2 The previous paragraph shall not apply to documents which are already in the public domain or are intended to be disseminated to a wider audience without any classification level, such as working papers for the respective governing or consultative bodies of the Parties.

#### **ARTICLE 8: PERSONAL DATA PROTECTION**

EUROCONTROL processes the personal data exchanged in the framework of this Agreement for the sole purpose of pursuing the objectives of this Agreement and in accordance with the EUROCONTROL Regulation on Personal Data Protection. To protect the data, EUROCONTROL has implemented administrative, technical and physical measures which are kept up to date in accordance with generally accepted standards.

#### **ARTICLE 9: DISPUTE SETTLEMENT**

- 9.1 Any dispute arising between the Parties to this Agreement concerning the interpretation, application or performance thereof which cannot be settled by direct negotiation shall be referred to arbitration.
- 9.2 The arbitration committee shall consist of three arbitrators. Each Party to this Agreement may nominate one arbitrator. The two arbitrators shall choose the third arbitrator who will act as the chairperson of the arbitration committee.
- 9.3 The place of arbitration shall be Brussels (Belgium). The language to be used in the arbitral proceedings shall be English.
- 9.4 For all other aspects, the Permanent Court of Arbitration Rules 2012 of the Permanent Court of Arbitration in The Hague shall apply.

## **ARTICLE 10: ENTRY INTO FORCE**

This Agreement, together with its Annexes, shall enter into force on 1 April 2020.

## **ARTICLE 11: DURATION, REVIEW AND TERMINATION**

- 11.1 This Agreement shall remain in force until it is terminated. The Annexes form an integral part of the Agreement.
- 11.2 This Agreement and its implementation shall be reviewed annually by the representatives of the Parties and after 5 years the key principles underlying this Agreement shall be fundamentally reviewed.
- 11.3 This Agreement may be terminated by either Party at any time, by giving to the other Party no less than 1 year prior written notice, and such termination shall take effect upon the expiry of the aforesaid notice period.
- 11.4 In case ECAC does not fulfil its financial obligations under the present Agreement EUROCONTROL shall require consultations with the President and the Vice-Presidents of ECAC to be held within one month in order to remedy the situation. In case of failure, EUROCONTROL shall be entitled to terminate this Agreement, subject to a 6 months prior written notice to the President of ECAC; such termination shall take effect upon the expiry of the aforesaid notice period.
- 11.5 In case EUROCONTROL does not fulfil its obligations under the present Agreement ECAC shall request consultations with the Director General of EUROCONTROL to be held within one month in order to remedy the situation.
- 11.6 In the event of termination of this Agreement, the Parties shall cooperate to minimize any negative impact of such termination, and shall use reasonable efforts to wind up the work carried out under this Agreement in an orderly fashion, and where applicable to complete any outstanding work prior to the date of termination of this Agreement.

## ARTICLE 12: AMENDMENT

This Agreement and its Annexes may be modified by exchange of letters between the representatives of the Parties.

IN WITNESS WHEREOF, the Parties have, by their representatives, signed this Agreement, on the dates set out below.

Done in 2 originals in the English language, each Party receiving one,

FOR EUROCONTROL

FOR ECAC

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Eamonn BRENNAN  
Director General  
Date:

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Ingrid CHERFILS  
President of ECAC  
Date:



## **ANNEX 1**

### **List of administrative services provided by EUROCONTROL and corresponding service requirements**

#### **Article 1: Corporate Services**

With the aim of ensuring the continuity of ECAC Secretariat functions, EUROCONTROL will provide ECAC the following corporate services:

- all human resources (HR) related services (e.g. recruitment, staff entitlements and obligations management, payroll, social security and sickness insurance, pension and departure management, complaint processes, welfare service, medical services etc.) in view of the employment by EUROCONTROL of staff members assigned exclusively to the ECAC Secretariat;
- procurement and sale of goods and services on behalf of ECAC (e.g. supplier management);
- accounting services;
- financial services (e.g. treasury activities including the opening/holding of bank accounts) on behalf of ECAC;
- travel office services (e.g. processing of travel orders in line with ECAC specific procedures);
- meeting rooms facilities (at all EUROCONTROL sites, subject to availability);
- health and safety at work

These services will be provided by EUROCONTROL to ECAC free of charge.

#### **Article 2: Additional services**

Additional services (e.g. translation and interpretation services) and support may be provided upon request by ECAC, and charged accordingly, as agreed by both Parties.

#### **Article 3: Service requirements**

The provision of these services shall not impact the achievement of the respective tasks, objectives and missions of ECAC and EUROCONTROL and their respective budgets.

In particular and in accordance with Article 2.3 of the Agreement when providing these services, EUROCONTROL shall neither influence nor interfere with internal matters of ECAC (e.g. establishment and execution of ECAC work programme and budget, decision-making procedures) nor with the objectives of ECAC as specified in the ECAC Constitution. ECAC Member States shall continue to be exclusively responsible for all ECAC matters. The

EUROCONTROL staff assigned exclusively to the ECAC Secretariat shall work under the authority of the ECAC President and the Executive Secretary of ECAC.

Points of contact

*For HRS related matters (incl. printing services):*

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## **ANNEX 2**

### **Principles governing the employment by EUROCONTROL of staff members assigned exclusively to the ECAC Secretariat in accordance with Article 4 of the Agreement**

#### **Article 1: Appointments of ICAO Staff working in the ECAC Secretariat (transition)**

1.1 Based on instructions from ECAC, ICAO staff working in the ECAC Secretariat who, at the time of conclusion of this Agreement, hold a permanent/continuous appointment work contract shall receive an employment offer from EUROCONTROL for an appointment for an undetermined period. For the position/post of ECAC Executive Secretary, the employment offer from EUROCONTROL shall be for an appointment for a 4-year period, renewable once for a maximum period of 4 years, according to ECAC procedure.

1.2 Based on instructions from ECAC, ICAO staff working in the ECAC Secretariat who, at the time of conclusion of this Agreement, hold a fixed-term work contract may receive an employment offer from EUROCONTROL for an appointment of up to a maximum of five years depending on the needs and budget constraints of ECAC.

1.3 The employment conditions applicable to the above-mentioned staff, should be similar, to the extent possible, to their current employment conditions while at the same time meet the needs and budget constraints of ECAC.

1.4 EUROCONTROL rules shall apply regarding the classification of each position/post in the ECAC Secretariat.

1.5 The ECAC President shall inform EUROCONTROL of the names of people to whom EUROCONTROL should make an offer of employment and of the related positions/posts.

#### **Article 2: Principles governing recruitment and employment**

##### **1. Employment conditions: main principles**

- a) EUROCONTROL will make the staff (officials or contract staff) available exclusively to ECAC to ensure the ECAC Secretariat functions.
- b) The ECAC Executive Secretary will report to and be under the authority of the ECAC President and the ECAC Coordinating Committee.
- c) All other staff members in the ECAC Secretariat will report to and be under the authority of the ECAC Executive Secretary.

##### **2. Applicability of EUROCONTROL employment conditions**

2.1 ECAC Member States will continue to be exclusively responsible for the ECAC budget, in particular as far as ECAC staff costs are concerned. Therefore, the application of the EUROCONTROL employment conditions must be adapted to avoid an increase in ECAC staff costs and, consequently, impact on the ECAC budget.

2.2 To that effect, specific EUROCONTROL employment conditions will apply to EUROCONTROL staff assigned exclusively to the ECAC Secretariat as officials or contract staff.

2.3 In this respect, six groups of provisions of the EUROCONTROL employment conditions have been identified:

- Group 1: Provisions attached to their status as an international civil servant, which will be applied to them in full;
- Group 2: Provisions related to “staff rights and obligations” and general administrative processes which will be applied to them in full;
- Group 3: EUROCONTROL employment conditions which will be applied, while ensuring costs are controlled;
- Group 4: EUROCONTROL employment conditions which will not be applied for cost reasons;
- Group 5: Certain benefits, rights and entitlements currently enjoyed by ICAO staff which will be applied to all EUROCONTROL staff assigned exclusively to the ECAC Secretariat;
- Group 6: Certain benefits, rights and entitlements currently enjoyed by ICAO staff which will not be applied to EUROCONTROL staff assigned exclusively to the ECAC Secretariat as they do not exist in EUROCONTROL.

**2.3.1 Group 1: Provisions attached to their status as an international civil servant, which will be applied to them in full.**

EUROCONTROL staff members assigned exclusively to the ECAC Secretariat will benefit from the status of international civil servant. As a result:

- Their salaries will be subject to an internal tax, in accordance with the Organisation’s Tax Protocol.
- They will be covered by the EUROCONTROL internal social security scheme (sickness, accident and unemployment insurance).
- They will acquire pension rights and contribute to the Agency pension scheme, which will allow them to be covered in the event of invalidity or, in the event of death, for their survivors to be covered.
- Staff mentioned under Articles 1.1 and 1.2 may transfer to the EUROCONTROL pension scheme their pension rights acquired in the United Nations Joint Pension Fund (UNJPF), in reply to a EUROCONTROL offer based on the amount to be transferred as estimated by UNJPF.

**2.3.2 Group 2: Provisions related to “staff rights and obligations” and general administrative processes, which will be applied to them in full.**

- EUROCONTROL staff members assigned exclusively to the ECAC Secretariat will have the same rights (with the exceptions referred to below) and be bound by the same obligations as other EUROCONTROL staff members.
- They will, in particular, be bound by the provisions of the EUROCONTROL employment conditions relating to the working conditions, the provisions relating to the probation period, annual appraisal process, annual leave entitlements, public holidays scheme, internal dispute process, recruitment process for staff other than those mentioned in Articles 1.1 and 1.2, resignation, etc.

### **2.3.3 Group 3: EUROCONTROL employment conditions which will be applied, while ensuring costs are controlled.**

- Update of remuneration and pension Method with a ceiling of 2%.
- Salary grid and grade structure will respect ECAC staff budget.
- Provisions which entail additional costs such as the rewards exercise may only be applied if the cost can be accommodated by the ECAC budget. This will be determined on an annual basis, upon proposal by the ECAC Executive Secretary.
- EUROCONTROL staff members other than those mentioned in Articles 1.1 and 1.2 and assigned exclusively to the ECAC Secretariat will be subject to EUROCONTROL related rules, on the basis of which they will receive limited-term contracts that may be renewed or converted into an undetermined contract after a specific period, upon a proposal by the ECAC Executive Secretary.
- Travel expenses on taking up appointment, on termination of the service of EUROCONTROL and on transfer between sites.
- Bi-annual travel expenses to return to their place of origin.
- Installation and reinstallation allowance reduced to one month of salary.
- Daily subsistence allowance at recruitment.
- Reimbursement of removal expenses.
- Household allowance, which will replace the dependent spouse allowance in terms of the amount and the conditions for granting said allowance.

### **2.3.4 Group 4: EUROCONTROL employment conditions which will not be applied for cost reasons.**

- Staff rights to part-time in specific situations.
- Expatriation and foreign residence allowance.
- Education allowance for dependent children.
- Annual travel expenses.
- Offsetting mechanism of the national tax levied for pensions in the country of residence of the pensioner.

### **2.3.5 Group 5: Certain benefits, rights and entitlements currently enjoyed by ICAO staff which will be applied to all EUROCONTROL staff assigned exclusively to the ECAC Secretariat.**

- Benefits, rights and entitlements currently enjoyed by ICAO staff members, namely the dependent child allowance and the number of uncertified sick leave days will be maintained once they become EUROCONTROL staff.
- For staff covered under Articles 1.1 and 1.2, the retirement age acquired in ICAO will be maintained once they become EUROCONTROL staff.
- Daily Subsistence Allowances and terminal allowances for mission reimbursement according to UN rules (Section 3 of the United Nations Administrative instruction ST/AI/2013/3.)

**2.3.6 Group 6: Certain benefits, rights and entitlements currently enjoyed by ICAO staff which will not be applied to EUROCONTROL staff assigned exclusively to the ECAC Secretariat as they do not exist in EUROCONTROL**

- Benefits, rights and entitlements currently enjoyed by ICAO staff members, namely the foreign language allowance, settling-in and relocation grant, repatriation grant, the amount of the ICAO daily subsistence allowance at recruitment, rental subsidy, and the United Nations post-adjustment will not be applied to EUROCONTROL staff assigned exclusively to the ECAC Secretariat.

## **ANNEX 3**

### **Financial Arrangements (Article 5 of the Agreement)**

#### **Article 1: Financial Management**

- 1.1 To the extent required for the provision of services pursuant to this Agreement, the financial management of the present Agreement shall be executed in accordance with the provisions of the Financial Regulations of the EUROCONTROL Agency ("Financial Regulations") and the Contract Regulations of EUROCONTROL ("Contract regulations").
- 1.2 Fund Managers and Authorising Officers shall be nominated by ECAC amongst the staff recruited pursuant to this Agreement for the transaction processing resulting from the implementation of the Agreement. The roles and responsibilities of the Fund Manager and Authorising Officer are laid down in the Agency's Financial Regulations.

#### **Article 2: Expenditure**

- 2.1 All ECAC expenditure (Staff, Operating and Investments) shall be included in a special annex in Part VI of the EUROCONTROL Agency's budget, which may be broken down in different budgetary establishments.
- 2.2 The special annex shall provide sufficient credits, through the financing detailed at Article 3 of this Annex, to cover all running expenses incurred in the execution of the Agreement, and in particular:
  - The salaries, pensions and allowances of staff
  - All types of operating and capital expenditures

#### **Article 3: Financing**

- 3.1 Without prejudice to Article 3.3, the costs of ECAC in connection with this Agreement shall be covered by the annual contributions of ECAC Member States, which shall be billed by ECAC.
- 3.2 Dedicated EUROCONTROL/ECAC bank accounts for the implementation of this Agreement shall be established. The annual contributions of the ECAC Member States referred to at Article 3.1 shall be paid into these bank accounts.
- 3.3 Revenues from other sources or transfer from existing reserves shall also be paid into these dedicated EUROCONTROL/ECAC bank accounts.
- 3.4 ECAC shall communicate to EUROCONTROL the bank account and other relevant details of its suppliers.

**Article 4: Reporting and Monitoring**

- 4.1 ECAC may consult the relevant EUROCONTROL/ECAC bank accounts in connection with the implementation of this Agreement.
- 4.2 EUROCONTROL shall report to ECAC on a monthly basis on the execution of the budget included in the special annex (Part VI) and prepare the annual accounts in accordance with the provisions of the Financial Regulations.