

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

"E U R O C O N T R O L"

- Decisions of the Permanent Commission -

DECISION No. 41

concerning the conclusion between the Organisation and the Kingdom of Belgium of a Special Agreement for the maintenance of the Brussels radar station.

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION

Having regard to Annex 3 to the Protocol amending the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960, signed at Brussels on 12 February 1981, hereinafter referred to as "the Amending Protocol", and in particular Article 2 thereof;

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, signed at Brussels on 13 December 1960, and in particular Article 12 thereof;

Having regard to the Amending Protocol as scheduled to come into force, after being ratified, on 1 January 1986, and in particular Article X thereof;

Considering that the Kingdom of Belgium will become the owner of the Brussels radar station as from the entry into force of the Amending Protocol and is desirous that the Organisation should continue the facility;

Considering that to this end an Agreement requires to be concluded between the Kingdom of Belgium and the Organisation, and that it should come into effect at the same date as the Amending Protocol, for an initial period of three months;

HEREBY DECIDES AS FOLLOWS :

Article 1

The draft Agreement attached hereto is approved.

Article 2

The Agreement will be signed on behalf of the Organisation by the Director General.

Done at Brussels, on 31 December 1985


A. FAYER

President of the Permanent Commission

E U R O C O N T R O L

Special Agreement between the Kingdom of Belgium and the
EUROCONTROL Organisation relating to technical assistance to be
provided by the Agency in connection with the maintenance of the
Brussels SSR Radar Station and the extractor system.

E U R O C O N T R O L

The Kingdom of Belgium, represented by the Régie des Voies Aériennes (R.V.A.) in turn represented by its General Administrator, hereinafter referred to as the R.V.A.,

of the one part,

and

EUROCONTROL, the European Organisation for the Safety of Air Navigation, established by the EUROCONTROL International Convention relating to cooperation for the safety of air navigation, signed in Brussels on 13 December 1960, to be modified on ratification of the Amending Protocol signed in Brussels on 12 February 1981, represented by the Director General of the Agency, pursuant to decision N° 41 of 31 december 1985 approving the said Agreement, taken by the Permanent Commission, hereinafter referred to as the Organisation,

of the other part,

having regard to Articles 12 and 7b of the EUROCONTROL Convention and Articles II, VI, XI and XII of the Amending Protocol dated 12 February 1981, and Article 2 of Annex 3 to the said Protocol,

Whereas in accordance with Article 2.6 of Annex 3 to the Protocol amending the EUROCONTROL Convention of 1960, all radar installations, including the extractor system, plus the transmitting and receiving stations existing at Brussels SSR station, will become the exclusive property of the Kingdom of Belgium, and will be managed by the RVA as from the date of entry into force of the Special Agreement.

Having regard to the need to ensure continuity in the maintenance of the Brussels SSR radar station and the extractor system notwithstanding the transfer of the said station to the Kingdom of Belgium at the date of entry into force of the Amending Protocol.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - SUBJECT

- 1.1. The Organisation will assume general responsibility for all maintenance services in respect of the Brussels-Zaventem SSR station and the extractor system necessary to the Maastricht UAC and the ACC. The services are described in Annex A, "Technical specifications", which forms an integral part of this Special Agreement.
- 1.2. The services will be provided by the EUROCONTROL team based at the Brussels-Zaventem SSR station, as per description in Annex B.

ARTICLE 2 - COSTS

- 2.1. All expenditure incurred during the validity of this Special Agreement shall be defrayed by the Kingdom of Belgium and corresponding credits shall be made available to the Organisation in accordance with Article 4 below.
- 2.2. The total cost between 1 January 1986 and 31 March 1986 is estimated at 61,780.00 ECU. The relevant details are given in Annex C. The total is subject to revision under the terms set out in Article 3 below.
- 2.3. The effort and services provided by the Organisation shall be charged at cost price. These shall include all staff costs (net of personal income tax), mission expenses and other operating expenditure.
- 2.4. All costs relating to effort and services supplied under contract by third parties shall be charged and may or may not include VAT, as appropriate.

ARTICLE 3 - REVISION

- 3.1. The figure in Article 2.2. above represents an estimate based on prices and remuneration applicable in (November 1985) and on the rules governing the tariffs attaching to the services supplied by the Organisation applicable at the time of entry into force of this Special Agreement.
- 3.2. Expenditure relating to the staff working on the project (remuneration, allowances and missions) shall be subject to revision on the basis of any modification decided upon by the Organisation's competent authorities.
- 3.3. Other operating expenditure shall also be subject to revision on the basis of supporting documents, in line with modifications to the price of services provided under this Special Agreement by a contractor to the Organisation.
- 3.4. In the event of any alteration to the tariff rules by EUROCONTROL's competent authorities during the implementation of the Special Agreement, the modified rules shall apply as from the date of their entry into force.

ARTICLE 4 - PAYMENT

- 4.1. The necessary credits shall be made available to the Organisation by the Kingdom of Belgium through a special annex to the Organisation's budget. The various amounts shall be established in view of the appropriate cost elements and the exchange rate of the ECU against the Belgian franc.
- 4.2. Expenditure incurred by the Organisation shall be billed each month and is payable within 30 days of receipt of the bill. The first payment shall be made on the 15th of the month preceding the entry into force of this Special Agreement.

- 4.3. The RVA shall notify EUROCONTROL of the unit in charge of payments; EUROCONTROL shall communicate the relevant bank account number to the RVA.
- 4.4. The financial management of this Agreement shall be governed by the provisions of the EUROCONTROL Financial Regulations. A statement of account shall be submitted to the RVA at the end of the Agreement.
- 4.5. If it so requests, the Kingdom of Belgium shall be authorised to scrutinise the accounts relevant to the implementation of the Special Agreement.

ARTICLE 5 - LIABILITY

- 5.1. Each of the contracting parties shall hold the other harmless from any liability arising from loss, damage or prejudice suffered by its staff in connection with the implementation of the Special Agreement, insofar as such loss, damage or prejudice is not due to deliberate or serious misconduct or omission on the part of the other party to the Agreement or its staff.
- 5.2. Each party shall indemnify the other and the other's staff against any claim or damages in respect of loss, damage or prejudice arising to third parties, including its own staff or contract staff, by reason of the implementation of this Agreement, insofar as such loss, damage or prejudice is not due to deliberate or serious misconduct or omission on the part of the other party or its staff.

ARTICLE 6 - STAFF AND MANAGEMENT

- 6.1. The Organisation's staff shall remain subject exclusively to the General Conditions of Employment governing servants at the EUROCONTROL Maastricht Centre, and shall work under the supervision of the Head of the Brussels SSR section.
- 6.2. The Head of the Brussels SSR section shall be responsible for ensuring the optimal running of the station from both the technical and operational angles, and harmonious relations between the Brussels SSR team and the RVA heads. He shall take immediate action to rectify any equipment faults at the users' request.
- 6.3. If need be, RVA representatives and the Organisation's representatives may meet to take stock of the implementation of the Special Agreement.

ARTICLE 7 - AMENDMENTS

- 7.1. Amendments to this Agreement shall be subject to formal approval by the contracting parties.
- 7.2. Any amendments to the annexes may be made by formal exchange of letters between the General Administrator of the RVA and the Director General of the EUROCONTROL Agency.

ARTICLE 8 - ARBITRATION

Any dispute relating to the interpretation or application of the Special Agreement which it has not proved possible to settle by direct negotiation or by any other method shall be settled in

accordance with Article 33 of the EUROCONTROL International Convention dated 13 December 1960, which will become Article 31 when the Amending Protocol is applied. Arbitration proceedings shall be governed by Belgian law.

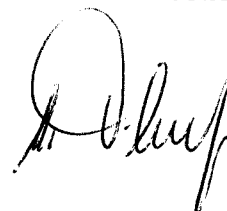
ARTICLE 9 - ENTRY INTO FORCE AND DURATION

- 9.1. This Special Agreement shall take effect on the same date as does the Protocol amending the EUROCONTROL Convention of 1960, signed in Brussels on 12 February 1981, for an initial period expiring on 31 March 1986.
- 9.2. The said period may be extended by the Kingdom of Belgium for two periods of one month by means of a written application to the Organisation at least one month prior to the expiry of the Agreement.

Done at Brussels, on 31 December 1985, in the French and Dutch languages

For the Kingdom of Belgium,

For the Organisation,
The Director General,



H. FLENTJE

TECHNICAL SPECIFICATIONS

relating to the supply of maintenance services by the EUROCONTROL team at Zaventem

1. The (EUROCONTROL) maintenance team at Zaventem shall be responsible for preventive and corrective maintenance of the following installations and equipment:
 1. The SSR station (duplicated), including the antennae and the system for the transmission of data between the Nossegem site and the equipment room (9th floor of the airport building);
 2. The remote controls in the equipment room;
 3. The extractor/computer system (likewise duplicated) located in the equipment room (9th floor) including the modems and line switching equipment for the users of data outputs;
 4. Radar monitoring equipment;
 5. The reference beacon equipment (RABM) in the infirmary block in Melsbroek;
 6. Electromechanical antennae and air-conditioning equipment.
2. Maintenance shall be the responsibility of a 5-man team including 1 person supplied by the RVA, which shall work from 8 a.m. to 4.30 p.m. every day including weekends and public holidays. A duty technician may be called (semaphone) if urgent action is required outside the aforesaid hours.
3. To deal with the maintenance responsibilities described above, the EUROCONTROL team will require the following to be constantly available:
 - the office premises hitherto at its disposal, with all the associated facilities such as telephones, parking and access;
 - the measuring apparatus, tools and sundry office equipment on the SSR station's inventory.
4. The makeup of the team shall take account of the fact that the SSR section is geographically isolated from the Maastricht Centre. The team shall handle its own spare part stock keeping and control, typing and reproduction work, etc.

5. Any change to the running of the SSR station or the hardware or software criteria or parameters as they are when the station is transferred to the RVA shall require prior agreement between technical experts from the RVA and the Organisation. Requests for changes shall be made in writing and be duly justified.

The EUROCONTROL team referred to in Article 1.2. of the present Agreement shall be made up as follows:

- 2 radar specialists, including the team leader
- 2 extractor specialists

The names of the persons designated shall be agreed by 1 January 1986 via an exchange of letters between the RVA and EUROCONTROL.

COST ESTIMATEA. INTRODUCTION

This estimate covers only direct identifiable expenditure relating to the EUROCONTROL staff component of the team. EUROCONTROL staff costs are based on the average December 1985 hourly rate of the staff designated for the tasks, and the ECU rate of the fourth quarter of 1985 (1 ECU = BF 45.1609).

B. COST ESTIMATEB.1. Staff costs

<u>Team</u>	<u>Hourly rate (excluding tax) in ECU</u>
B 2	37,51
B 3	28,53
B 3	25,90
B 3	25,03
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TOTAL	116,97

Given that the hourly cost of the team amounts to 116.97 ECU, direct staff costs during the period 1.1.86 - 31.3.86 for the services to be supplied = $116.97 \times 450 = 52,636$ ECU.

Sub-total	52,650 ECU
(rounded up)	=====

B.2. Other staff expenditure

1. Regulation allowances and industrial medicine	360 ECU
2. Mission expenses	200 ECU
3. Canteen (hot beverages)	70 ECU

Sub-total	630 ECU
	=====

B.3. Miscellaneous expenditure

Since the Zaventem radar installations will revert to Belgium when the Amended Convention comes into force, the present estimate does not cover any infrastructure costs such as rental and upkeep of offices, electricity and water bills, communications and office supplies.

Since the spare-part stocks will likewise revert to Belgium, no provision is made for the purchase of spare parts for current stocks.

However, to enable the maintenance team to purchase spares needed urgently, but unavailable from stock, or to cope with sundry unforeseen expenditure, the estimate includes a reserve; this would, of course, be charged only insofar as actually spent.

Sub-total 8,500 ECU

C. TOTAL

The overall total cost of the services provided by the Agency during the period 1.1.86 to 31.3.86, discounting any revisions, will be approximately as follows:

- staff costs	52,650 ECU
- other staff expenditure	630 ECU
- miscellaneous expenditure	8,500 ECU
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TOTAL	61,780 ECU =====

which is equivalent to approximately BF 2,790,000