

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Directives of the Permanent Commission -

DIRECTIVE No. 00/56

concerning the conclusion of an agreement indemnifying the DFS Deutsche Flugsicherung GmbH in the event of refusal of provision of air navigation services in the airspace of the Federal Republic of Germany for default in the payment of EUROCONTROL route charges

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, amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 2.1(I), 6.1 (b), 7.3 and 13 thereof;

Having regard to the Multilateral Agreement relating to Route Charges, and in particular Article 12 thereof;

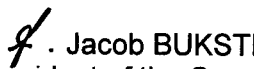
On the proposal of the Agency and of the Provisional Council,

HAS ISSUED THE FOLLOWING DIRECTIVE TO THE AGENCY:

Sole Article

The Director General of the Agency shall conclude in the name of the Organisation, on the basis of the draft at annex, an agreement indemnifying the DFS Deutsche Flugsicherung GmbH against liability and costs in the event of refusal of provision of air navigation services in the airspace of the Federal Republic of Germany for default in the payment of EUROCONTROL route charges.

Done at Brussels on **1 02 00**


President of the Commission


Ole ASMUSSEN
Vice-President of the Commission

**Agreement between
the European Organisation for the Safety of Air Navigation (EUROCONTROL)
and
the DFS Deutsche Flugsicherung GmbH**

The European Organisation for the Safety of Air Navigation (EUROCONTROL), hereinafter referred to as "EUROCONTROL", represented by its Director General,

and

the DFS Deutsche Flugsicherung GmbH, hereinafter referred to as "the DFS", represented by [.....],

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 2.1(l), 6.1(b), 7.3 and 13 thereof;

Having regard to the Multilateral Agreement relating to Route Charges, and in particular Article 12 thereof;

Having regard to the Protocol consolidating the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960 as variously amended, which was opened for signature on 27 June 1997, and in particular Article 6.2 of Annex IV to the consolidated version annexed to the said Protocol;

Having regard to the Bilateral Agreement under the form of an Exchange of Letters of between the Director General of EUROCONTROL and the [.....] of the DFS Deutsche Flugsicherung GmbH;

Having regard to Directive N° 00/56 taken by the Permanent Commission on 1.2.00;

Have agreed as follows:

Article 1

EUROCONTROL shall indemnify the DFS and its staff against:

- a) their legal liability which may arise in respect of loss, damage or injury to aircraft (including the loss of use thereof) or to persons (including injury resulting in death) arising out of the refusal of provision of air navigation services in the airspace of the Federal Republic of Germany for default in the payment of EUROCONTROL route charges, pursuant to a request from EUROCONTROL, and
- b) the costs incurred by the DFS and its staff arising out of such refusal of provision of air navigation services, to the extent agreed beforehand in writing by EUROCONTROL and the DFS.

Article 2

The indemnity provided for in Article 1 above shall not apply where the loss, damage or injury to aircraft or persons are incurred by reason of the wilful default or gross negligence of the DFS or its staff.

Article 3

When the provision of air navigation services is refused by the DFS for default in the payment of charges other than the EUROCONTROL route charges in respect of which EUROCONTROL has requested the refusal of provision of services, that part of the costs incurred by the DFS in respect of those other charges shall be borne by the DFS in proportion to the amount of those charges.

Article 4

Any dispute which may arise between EUROCONTROL and the DFS with regard to the interpretation or application of this Agreement and which cannot be settled by direct negotiation, shall be heard by the German Courts.

Article 5

The present agreement shall enter into force on the day of its signature by both Contracting Parties.

In witness whereof, the undersigned, having been duly authorised, sign this Agreement.

Done at Brussels, onin two originals in the [English] language.

For EUROCONTROL,

For the DFS,

Yves LAMBERT
Director General

(name)
(title)