

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Directives of the Permanent Commission -

DIRECTIVE N° 06/67

relating to the conclusion of a bilateral agreement regarding the prohibition of departure of aircraft by the Ente Nazionale per l'Aviazione Civile (ENAC) for users in default of route charges payments.

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, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 7.3 and 13 thereof;

On the proposal of the Provisional Council;

HEREBY ISSUES THE FOLLOWING DIRECTIVE TO THE AGENCY:

Subject to its informing the Commission accordingly, the Agency shall conclude a bilateral agreement with the Ente Nazionale per l'Aviazione Civile (ENAC) regarding the prohibition, by the Ente Nazionale per l'Aviazione Civile (ENAC), of departure of aircraft for users in default of route charges payments, on the basis of an exchange of letters and Agreement of Indemnity, copies of which are at Annex.

Done at Brussels, on 15.6.06

For the President of the Commission,

(To be signed)

B. KVASNICA
Vice-President of the Commission

Ente Nazionale per l'Aviazione Civile
Viale del Castro Pretorio, 118
00185 - Rome
ITALY

Dear Sir,

I have the honour to refer to the Multilateral Agreement relating to Route Charges done at Brussels on 12 February 1981, hereinafter called the "Multilateral Agreement", and to the consolidated version of the EUROCONTROL Convention which incorporates the texts remaining in force of the existing Convention and the amendments by the Diplomatic Conference of 27 June 1997, hereinafter called "the revised Convention".

Under the provisions of the Multilateral Agreement, where a debtor has not paid the amount due in respect of route charges, measures may be taken to enforce recovery.

Under the provisions of the revised Convention and, inter alia, Article 6 paragraph 2 of its Annex IV, measures may also include, at EUROCONTROL's request, the review by a Contracting Party or any competent body of the administrative authorisation connected with air transport or air traffic management issued to a person liable to pay the charge, if the relevant legislation so provides.

On behalf of EUROCONTROL, I have the honour to request you to confirm that, when seeking in accordance with the appropriate regulations of the Republic of Italy to recover such unpaid charges as and when EUROCONTROL requests so to do, the Ente Nazionale per l'Aviazione Civile (ENAC) may elect to have recourse to the prohibition of departure of the aircraft.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Yours faithfully,

European
Organisation for the
Safety of
Air Navigation

Organisation
européenne pour la
sécurité de la
navigation aérienne

Rue de la Fusée, 96
1130 Bruxelles
Tél. : +32(0)2-729 90 11
Fax : +32(0)2-729 90 43
Telex : 21173 EUROC B

Victor M. AGUADO
Director General

Director General
EUROCONTROL
96 rue de la Fusée

B-1130 Brussels

Dear Sir,

I have the honour to refer to your letter of _____ which reads as follows:

"I have the honour to refer to the Multilateral Agreement relating to Route Charges done at Brussels on 12 February 1981, hereinafter called *The Multilateral Agreement*, and to the consolidated version of the EUROCONTROL Convention which incorporates the texts remaining in force of the existing Convention and the amendments made by the Diplomatic Conference of 27 June 1997, hereinafter called "*the revised Convention*"

Under the provisions of the Multilateral Agreement, where a debtor has not paid the amount due in respect of route charges, measures may be taken to enforce recovery.

Under the provisions of the revised Convention and, inter alia, Article 6 paragraph 2 of its Annex IV, measures may also include, at EUROCONTROL's request, the review by a Contracting Party or any competent body of the administrative authorisation connected with air transport or air traffic management issued to a person liable to pay the charge, if the relevant legislation so provides.

On behalf of EUROCONTROL, I have the honour to request you to confirm that, when seeking in accordance with the appropriate regulations of the Republic of Italy to recover such unpaid charges as and when EUROCONTROL requests so to do, the Ente Nazionale per l'Aviazione Civile (ENAC) may elect to have recourse to the prohibition of departure of the aircraft."

I have the honour to confirm that the Ente Nazionale per l'Aviazione Civile shares the understanding of EUROCONTROL that, under the Multilateral Agreement as well as under Article 6 Paragraph 2 of Annex IV to the revised Convention, when seeking in accordance with the appropriate regulations of the Republic of Italy to recover such unpaid charges as and when EUROCONTROL requests to do, the Ente Nazionale per l'Aviazione Civile may elect to have recourse to the prohibition of departure of the aircraft.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Yours faithfully,

For and on behalf of the Ente Nazionale per l'Aviazione Civile

ENAC

Agreement between:

**the European Organisation for the Safety of Air Navigation (EUROCONTROL)
and
the Ente Nazionale per l'Aviazione Civile**

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

and

the Ente Nazionale per l'Aviazione Civile (ENAC), hereinafter referred to as "ENAC", represented by its

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 of ENAC;

Having regard to Directive N° taken by the Permanent Commission on ;

Have agreed as follows:

Article 1

EUROCONTROL shall indemnify the ENAC 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 prohibition of departure of aircraft for default in the payment of EUROCONTROL route charges, pursuant to a request from EUROCONTROL, and
- b) the costs incurred by ENAC and its staff arising out of such action, to the extent agreed beforehand in writing by EUROCONTROL and ENAC

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 ENAC or its staff.

Article 3

When the departure of aircraft is prohibited by ENAC for default in the payment of charges other than the EUROCONTROL route charges in respect of which EUROCONTROL has requested the prohibition of departure of aircraft, that part of the costs incurred by ENAC in respect of those other charges shall be borne by ENAC in proportion to the amount of those charges.

Article 4

Any dispute which may arise between EUROCONTROL and ENAC with regard to the interpretation or application of this Agreement and which cannot be settled by direct negotiation, shall be heard by the Italian 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, Belgium on _____ in two originals in the English language.

And at Rome, Italy on _____ in two original in the English language.

For EUROCONTROL,

For ENAC,

Director General