EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

"EUROCONTROL"

- Directives of the Permanent Commission -

DIRECTIVE No. 08/72

relating to the conclusion by the Agency of an agreement with Belgocontrol, the DFS Deutsche Flugsicherung GmbH, the French Republic acting via the Direction générale de l'Aviation Civile, represented by the Direction des Services de la Navigation aérienne, Air Traffic Control the Netherlands (LVNL), the Luxembourg Administration de la Navigation aérienne and Skyguide for the implementation and operation of the Functional Airspace Block Europe Central (FAB EC)

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 6.1(b), 7.3 and 13 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 Articles 7.2 (e) and 15 of the consolidated version of the Convention annexed thereto;

Noting that FABs to be established in the airspace of the Member States, including over the high seas, will be in accordance with relevant ICAO rules and regulations;

On the proposal of the Provisional Council and of the Director General,

GIVES THE FOLLOWING DIRECTIVE TO THE AGENCY:

The Agency may conclude, on the Organisation's behalf, an Agreement with Belgocontrol, the DFS Deutsche Flugsicherung GmbH, the French Republic acting via the Direction générale de l'Aviation Civile, represented by the Direction des Services de la Navigation aérienne, Air Traffic Control the Netherlands (LVNL), the Luxembourg Administration de la Navigation aérienne and Skyguide an Agreement on the basis of the draft Agreement at Annex.

Done at Brussels on 13.11.08

For the President of the Commission,

D. BREGLEC
Vice-President of the Commission
Agreement on cooperation between the 7 ANSPs for the implementation and operation of FABEC

AGREEMENT

Between

BELGOCONTROL, Tervuursesteenweg 303, 1820 Steenokkerzeel, represented by the Chief Executive Officer, Mr Jean-Claude Tintin, hereinafter referred to as "Belgocontrol";

DFS Deutsche Flugsicherung GmbH, Am DFS-Campus 10, D-63225 Langen, represented by the Chairman of the Board of Directors, Mr Dieter Kaden, hereinafter referred to as "DFS";

The French Republic acting via the Direction Générale de l'Aviation Civile represented by the Direction des Services de la Navigation Aérienne, represented by the Director, Mr Marc Hamy, whose principal place of business is 50 rue Henry-Farman 75720 Paris Cedex 15, hereinafter referred to as "DSNA";

Luchtverkeersleiding Nederland, a legal entity governed by public law and established by the Aviation Act (Wet Luchtverkeer) of 18 June 1992 (Staatsblad 1992, 368), established at (1117 CV) Stationsplein Zuid-West 1001, Schiphol-Oost, the Netherlands, hereinafter referred to as Air Traffic Control the Netherlands "ATC-NL";

Administration de la navigation aérienne, BP 273, L - 2012 Luxembourg represented by its Director, Mr. Ender Ulcun, hereinafter referred to as "ANA";

Skyguide, Swiss air navigation services Ltd, route de Pré-Bois 15-17, Case Postale 796, 1215 Genève 15, Switzerland, represented by the Chief Executive Officer, Mr Daniel Weder, hereinafter referred to as "Skyguide"; and

The European Organisation for the Safety of Air Navigation (EUROCONTROL), Rue de la Fusée, 96, 1130 Bruxelles, represented by its Director General, Mr David Mc MILLAN, hereinafter referred to as "EUROCONTROL";

hereinafter individually or collectively referred to as the Party and the Parties.
PREAMBLE

Having regard to the Detailed Feasibility Study for the “Functional Airspace Bloc – FAB - Europe Central” (hereinafter referred to as FABEC) launched by the High Level Group in June 2006 in line with the Single European Sky legislation I (SES I) of 2004, concerning the airspace of Belgium, The Netherlands, Germany, Luxembourg, France and Switzerland (6 States) and the interfaces to neighbouring service providers;

Whereas the High Level Policy Group concluded on 26 June 2008 that FABEC is feasible and necessary and invited the Air Navigation Service Providers (civil and military) to come to cooperation agreements necessary for the implementation of FABEC;

Whereas the civil and military representatives of the governments of the 6 States agreed in a Joint Declaration of Intent to jointly prepare the construction and implementation of a Functional Airspace Block covering the airspace under their responsibilities and to intensify their activities with a view to finalizing a FABEC framework State agreement;

Whereas FABEC is justified by its overall added value, including an optimum use of financial, technical, environmental and human resources as described in Article 5 of Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 “on the organization and use of the airspace in the single European sky” (the airspace Regulation);

Whereas the Single European Sky legislation II (SES II), as proposed by the European Commission, should set out a performance framework with quantified target setting to assure a better integration of the service provision while strengthening the overall network management function;

Whereas the Parties have identified the need to reinforce their cooperation for the realisation of FABEC;

Whereas the Parties consider that the implementation of cooperation models between them should be done in a step-by-step approach;

Whereas the aim of this Agreement is to provide a first contractual framework to progressively develop and facilitate the implementation and operation of FABEC.

Now THEREFORE, the Parties agree as follows:
Article 1 – DEFINITIONS

For the purposes of this Agreement the following terms shall have the following meaning:

ANSP: Air Navigation Service Provider.

ANSP Working Group: Group composed of senior representatives of the Parties and that supports the ANSP Strategic Board.

ANSP Strategic Board: Board established at the level of the CEOs of civil ANSPs and at an appropriate level of representatives from the military ANSPs of the FABEC, in view of developing and improving ANSP cooperation and information sharing. The ANSP Strategic Board is entrusted with the executive powers under this Agreement.

Background Information: Intellectual property rights owned by a Party or third party existing before the entry into effect or developed outside the present Agreement.

Budget: The total sum dedicated by the Parties to the realisation of FABEC for one civil year.

Contract(s): Contract(s) concluded between the Contracting Authority and a third party or between the Contracting Authority and a Party to this Agreement.

Contracting Authority: Belgocontrol who will be responsible for the management of the Contract(s).

Contractor: Any person, company(ies) or Party(ies) to this Agreement that will be contracted by the Contracting Authority to execute a specific mission or to provide a service or product within the scope of the present Agreement.

Costs: All costs incurred for the management and execution of the Contract(s) and for the coverage of the travel expenses and the expenses for the communication activities.

Detailed Feasibility Study Phase: Initial project launched by the High Level Group from June 2006 till July 2008 to study the feasibility of FABEC.

External Contract: Contract concluded between the Contracting Authority and a third party for the purpose of this Agreement.

FABEC: Functional Airspace Block Europe Central.

FABEC Project: Refers to the second pillar of the organisation structure for the FABEC Implementation Phase as shown in annex to the Project Charter.

Foreground Information: Intellectual property rights created in connection with the present Agreement by a Party directly through own in-house development and/or indirectly through developments made under contract.

High Level Group: Group created for the Detailed Feasibility Study Phase and composed of the Director Generals of Civil Aviation (DGCA)s of Belgium, The Netherlands, Luxemburg, Germany, France and Switzerland (the six States), military representatives of those countries and the Director General (DG) of EUROCONTROL with an advisory role.

High Level Implementation Board: Board composed of the DGCA of the six States, the DG of EUROCONTROL the relevant military representatives of those countries and the CEOs of the civil and military ANSPs and that bears the overall responsibility to organize the implementation of the FABEC Project.

High Level Policy Group: The High Level Policy Group was created for the Detailed Feasibility Study Phase and consisted of the DGCA of the six States, the DG of EUROCONTROL, (with an advisory role), the relevant military representatives of those countries and the CEOs of the seven ANSPs.
Project Management Office: Central organ in the FABEC Project structure responsible for the planning and coordination of the project management plan and the Work Plan as well as for the daily management of the FABEC Project.

Permanent Members of the Project Management Office: Members of the Project Management Office appointed by the High Level Implementation Board that are full time dedicated to the management of the FABEC Project.

Project Charter: Document elaborated by the Parties at the request of the High Level Implementation Board laying down the principles for organisation and structure of the FABEC Project, the tasks and cooperation of the project units, the expected deliverables and their contribution to the FABEC performance targets, the decision criteria and the provision of resources.

Project Manager: Head of the Project Management Office appointed by the High Level Implementation Board.

Selection Committee: Established by the ANSP Strategic Board on a proposal by the ANSP Working Group (part 2 of the Budget) or by the Project Manager (part 1 of the Budget) in charge of selecting tenders.

Service Contract: Contract concluded between the Contracting Authority and one or more Party(ies).

Technical Manager: Manager in charge of preparing the dossier that can allow the Contracting Authority to tender, select and award the Contract(s) and responsible for the technical follow-up of the Contract(s). The Technical Manager for the FABEC Project shall be the Project Manager. In execution of Article 6.3 the ANSP Working Group shall designate the Technical Manager.

Work Plan: Document describing in a structured way what will be developed within the FABEC Project and what the planning of the different elements will be, including the expected resources.

Article 2 – SCOPE

2.1 The Parties agree herewith to cooperate with a view to achieve continuous improvement of the provision of air navigation services in the airspace of Belgium, Germany, France, Luxembourg, The Netherlands and Switzerland and support the establishment of FABEC.

2.2 The improvement should aim at enhancing the safety, environmental sustainability, capacity, cost-effectiveness, flight efficiency and military mission effectiveness of air navigation in the six States.

2.3 The Parties agree to cooperate in the development, implementation and operation of the FABEC to achieve the goals specified in 2.1 and 2.2.

2.4 The Parties shall actively contribute to the FABEC Project and jointly strive to optimize its results by:

* an active monitoring and guidance of the progress of project deliverables meant for implementation by the ANSPs;
* a joint acceptance of the deliverables and a coordinated implementation and operation;
* delivering the necessary financial and human resources.

2.5 In addition, the Parties may on decision of the ANSP Strategic Board jointly cooperate on other activities than those covered by the FABEC Project for the achievement of the objectives described in 2.1 and 2.2, such as:

* representation in international affairs
* performance management
* business planning
* stakeholder consultation

2.6 This Agreement does not prevent cooperation between some of the Parties, or between some of the Parties and third parties. If this cooperation is of direct relevance for the achievement of the objectives described in 2.1 and 2.2 it shall be communicated to the other Parties to the Agreement and open to their participation, subject to the approval of the parties who initiated such cooperation.
Article 3 – AGREEMENT AND ANNEXES

3.1 This Agreement is a framework contract providing for the basic principles of cooperation and main governing and financial mechanisms. The specific aspects of the cooperation shall be approved by the governing bodies and shall be laid down in Annexes, at least when they create binding obligations.

3.2 The terms and conditions of this Agreement, as well as its Annexes, constitute the entire agreement and understanding between the Parties. In case of contradiction between the terms and conditions of the Agreement and the Annexes, the terms and conditions of the Agreement shall prevail, unless specified otherwise in the Annex.

3.3 The following Annexes are part of the Agreement:
   - Annex I Project Charter in its latest version
   - Annex II Terms of Reference of the ANSP Strategic Board in their latest version
   - Annex III Terms of Reference of ANSP Working Group in their latest version
   - Annex IV Practical modalities for financial contribution

3.4 Annexes can be added or suppressed upon approval by the ANSP Strategic Board.

3.5 This Agreement (including its Annexes) and the successive amendments to it shall be administrated by the Contracting Authority.

Article 4 – GOVERNANCE

4.1 The ANSP Strategic Board is established at the level of the CEOs of the Parties and holds the executive powers for the cooperation under the present Agreement.

4.2 The ANSP Strategic Board shall decide on the establishment, under its authority, of dedicated sub-groups, such as standing committees or temporary task forces.

4.3 Decisions applicable for all ANSPs will be achieved by consensus in the ANSP Strategic Board and shall be binding for the Parties.

4.4 Decisions applicable and only affecting some Parties shall be achieved unanimously by the ANSPs concerned. Other Parties will be duly informed on these decisions.

4.5 The ANSP Working Group supports decision making in the ANSP Strategic Board and reports to it. The ANSP Working Group is composed by representatives of an appropriate seniority from each Party.

4.6 Detailed Terms of Reference of the ANSP Strategic Board and of the ANSP Working Group are attached respectively as Annex II and Annex III.

Article 5 – LIMITS OF THE COOPERATION

5.1 Unless otherwise agreed in this Agreement or its Annexes, no Party will have authority to act on behalf of, or legally bind another Party, and a Party shall not present itself as having any such authority.

5.2 This Agreement and its Annexes shall not prejudice the application of internal or national rules on social dialogue.

Article 6 – FINANCIAL ARRANGEMENTS

6.1 General provisions

6.1.1 The Budget, expressed in euros, shall consist of two parts, one regarding the FABEC Project (part 1), and the other for the operation or implementation of the FABEC Project deliverables or for activities under Article 2.5 (part 2).

6.1.2 The ANSP Strategic Board shall approve the Budget for the following year, for the Costs related to part 1 on a proposal made by the Project Manager on the basis of the approved Work Plan and for Costs related to part 2 on a proposal of the ANSP Group.

6.1.3 Costs exceeding the respective part of the Budget shall be submitted, prior to their commitment, for approval to the ANSP Strategic Board.

6.1.4 The Parties hereby guarantee irrevocably and unconditionally, without offset or deduction, the due and punctual payment of their contribution.

6.1.5 Each Party shall bear the cost relating to its internal staff, including travel expenses, except for the travel expenses of the Permanent Members of the Project Management Office.
6.2 Management of the Budget for part 1

6.2.1 The follow-up of the Budget shall be done by the Project Manager, who shall prepare all dossiers for approval and keep a list of all expenditures.

6.2.2 If the estimated cost for an expenditure or contract is less than 50,000 EUR, VAT excluded, the Project Manager shall directly coordinate with the Contracting Authority.

6.2.3 If the estimated cost for an expenditure or contract is more than 50,000 EUR, VAT excluded, the Project Manager shall request the approval of the ANSP Working Group and make a proposal for the composition of a Selection Committee.

6.2.4 If the estimated cost of an expenditure or contract is such that a European tendering procedure is required the Project Manager shall request the approval of the ANSP Strategic Board and make a proposal for the composition of a Selection Committee.

6.2.5 The Project Manager shall report twice a year to the ANSP Strategic Board on the Budget consumption.

6.3 Management of the Budget for part 2

The Budget shall be managed by the ANSP Working Group, who shall appoint a Technical Manager per contract and make proposals for a Selection Committee. The chairman of the ANSP Working Group shall prepare all dossiers for approval by the ANSP Strategic Board and keep a list of all expenditures.

Article 7 – PROCEDURES FOR ENGAGEMENT OF THE BUDGET

7.1 Contracts

7.1.1 Any body or activity in execution of Article 2 can be supported through contracting, in accordance with the following clauses.

7.1.2 Contracts can be signed with a third party (referred to as External Contract(s)) or with a Party to this Contract whose services as approved by the ANSP Strategic Board exceeds its normal participation (referred to as Service Contract(s)).

7.1.3 The compensation for the Service Contract shall be made at cost to the Party providing the service according to the cost-sharing principles of Article 8.

7.1.4 The Contracting Authority shall closely coordinate with the Technical Manager(s) when managing the Contracts.

7.1.5 Every Contract shall be initiated by the Technical Manager, in accordance with the Work Plan(s) approved by the ANSP Strategic Board.

7.1.6 The Technical Manager shall prepare a complete dossier containing following general information: the scope, functional objectives and estimated cost of the Contract.

7.1.7 The Technical Manager shall discuss the dossier with the Contracting Authority to prepare an adequate proposal for the tendering procedure.

7.1.8 After the requested approval is obtained the Technical Manager will submit the complete dossier together with the technical specifications to the Contracting Authority who shall undertake the necessary steps to formally tender and award the contract.

7.1.9 The Parties agree herewith to mandate the Contracting Authority, subject to the terms of this Agreement, to act on their behalf as the Contracting Authority to:

(1) Manage the Contract(s) to be concluded for the realization of the FABEC Project, including the organization of the tendering procedures, the formal negotiations with the candidates, the awarding of the Contract(s) and the management of the formal contractual relations with the Contractor (in definition reference to External Contractor and Internal Contractor).

(3) Subsequently, redistribute the financial obligations resulting from the External Contract(s) and the Service Contract(s) towards the Parties, according to the agreed cost-sharing principles and the annexed “Practical modalities for financial contributions”.

7.1.10 At the request of a Party, the Contracting Authority shall provide a copy of all relevant existing documentation related to the contracts.

7.2 Travel expenses

The Contracting Authority will organize the travel facilities of the Permanent Members of the Project Management Office. Subsequently the travel expenses shall be redistributed twice a year towards the Parties, according to the agreed cost-sharing principles and the annexed “Practical modalities for financial contributions”.

7.3 Expenses for communication activities

7.3.1 Each Party may contract individually for expenditure related to communication activities as agreed in the Budget.

7.3.2 For the execution of article 6.2.1 and 6.3.1 each Party shall provide the Project Manager or the ANSP Working Group as appropriate with information on such expenditure.

7.3.3 To be eligible for reimbursement the expenses engaged by a Party during a civil year shall be submitted to the Contracting Authority at the latest on March 1 of the following year, together with supporting documents.

7.3.4 The Contracting Authority shall make the calculation of the overall sum of all eligible expenses related to communications activities, as transmitted in accordance with the previous paragraph, apply the cost-sharing principles as agreed in Article 8 and issue separate invoices to the Parties whose contribution to the communication activities is below their participation in the cost-sharing, according to the annexed “Practical modalities for financial contributions”.

7.3.5 After receipt of all contributions the Contracting Authority will reimburse the Parties whose contribution to the communication activities exceeds their participation in the cost-sharing.

Article 8 – COST-SHARING PRINCIPLES

8.1 The Parties shall provide their contributions to the overall Costs in accordance with the following cost-sharing principles:

<table>
<thead>
<tr>
<th>Party</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATC-NL</td>
<td>14%</td>
</tr>
<tr>
<td>Belgocontrol</td>
<td>14%</td>
</tr>
<tr>
<td>DFS</td>
<td>21.5%</td>
</tr>
<tr>
<td>DSNA</td>
<td>21.5%</td>
</tr>
<tr>
<td>EUROCONTROL</td>
<td>14%</td>
</tr>
<tr>
<td>ANA</td>
<td>1%</td>
</tr>
<tr>
<td>Skyguide</td>
<td>14%</td>
</tr>
</tbody>
</table>

8.2 The practical modalities for the financial contributions of the Parties are detailed in Annex IV.

8.3 In case the management of the procedures provided for in Article 7 above should significantly increase the overall workload of the Contracting Authority, the Contracting Authority will submit in due time a proposal to the ANSP Strategic Board in order to be indemnified at cost. The additional costs stemming from the increased workload shall be borne according to the cost sharing principles.
Article 9 – INTELLECTUAL PROPERTY RIGHTS

9.1 Background Information shall remain the property of the Party or third party owning it.

9.2 Ownership of Foreground Information resulting from the execution of the present Agreement may be subject to special arrangements between the Parties.

Article 10 – ACCESS RIGHTS

10.1 Access rights by the Parties to Foreground Information shall be unlimited and royalty-free. Each Party hereby agrees to grant the other Parties Access Rights to the Background Information owned by the Parties and necessary for the execution of the present Agreement.

10.2 The granting of Access Rights to Background Information owned by a (the) Party(ies) may be made conditional on the acceptance of specific conditions ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. Access rights to Background Information are granted on a royalty-free non-exclusive basis, unless otherwise agreed.

10.3 Any Access Rights granted exclude any rights to sublicense, unless expressly stated otherwise.

Article 11 – EXCHANGE OF INFORMATION, SECURITY AND SECRECY

11.1 Without prejudice to the application of national laws, all information which is disclosed by a Party to any other Party in connection with this Agreement and which has been explicitly marked as "confidential" shall be treated as such.

11.2 No Party shall disclose any confidential information acquired in connection with this Agreement to any person other than one employed by them or officially entitled by the Parties or by law to handle such information without prior written consent of the Party which is owner of this information.

11.3 Any disclosure of confidential information to any person permitted under this clause shall be labelled as confidential and shall extend so far as may be necessary for the purpose of this Agreement.

11.4 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure or misuse of confidential information after it becomes aware of such unauthorised disclosure or misuse.

11.5 These provisions shall remain valid following termination or expiration of this Agreement for a period of two years.

Article 12 – LIABILITY

12.1 Each Party shall exonerate the other Parties from all civil liability arising from loss, damage, bodily injury suffered by itself or by its employees as a result of the performance of the present Agreement, unless such loss, damage, bodily injury is due to gross negligence or deliberate omission or wrongful act on the part of the other Party or its staff.

12.2 However, the Parties agree to indemnify the Contracting Authority, according to the cost-sharing key mentioned in Article 8.1, for any and all claims, liability, loss or damage arising directly or indirectly from its role defined in articles 7 and 8 unless such loss or damage is due to gross negligence or deliberate omission by the Contracting Authority.

12.3 The Contracting Authority shall be free to define any rights, powers and remedies as deemed necessary to defend itself in its contractual relation towards a Contractor, after consultation of the other Parties. In case of financial implications for the Parties, the Contracting Authority shall seek their written approval.

12.4 Whenever an attorney is employed to collect any obligation or to enforce any right of the Contracting Authority against a Contractor, whether by suit or other means, the Parties agree to share all reasonable costs for the attorney and related to the court action according to the cost-sharing key mentioned in Article 8.1 above.
Article 13 – ACCESSION, MEMBERSHIP AND PARTIES

13.1 Accession to the present Agreement is open to other ANSPs having an interest in the objectives of this Agreement and shall be subject to the unanimous prior approval of the ANSP Strategic Board.

13.2 In duly justified cases, to be approved by the ANSP Strategic Board, the new Party may be exempted from the application of certain provisions of the present Agreement.

Article 14 – TERMINATION

14.1 Non-compliance by a Party (Defaulting Party) towards its obligations under the present Agreement will be considered as a breach of contract and can lead to the termination of this Agreement towards the defaulting Party.

14.2 The Defaulting Party, after receipt of a written termination notice jointly signed by the other Parties, sent by registered post, will have a grace period of 30 (thirty) days to cure the default.

14.3 In the event that the Defaulting Party cures the default within the above mentioned grace period, the termination notice will be revoked. If the default is not rectified within the grace period, this Agreement will terminate automatically and immediately for the Defaulting Party.

14.4 Each Party can voluntarily withdraw from this Agreement upon a six month prior written notice to the other Parties sent by registered post and after due payment of its contribution to the financial obligations incurred until the termination becomes effective.

14.5 Unless otherwise agreed the Defaulting or withdrawing Party shall bear the costs for all additional, directly and indirectly attributable, costs incurred by the other Parties, which has been caused by its default or withdrawal.

Article 15 – LANGUAGE

15.1 The English version and the French version of the present Agreement shall be equally authentic.

15.2 For the execution of this Agreement the Parties shall use the English language.

15.3 Whenever a translation of relevant documentation is required it shall be ensured by the requiring Party.

Article 16 – AMENDMENTS

16.1 The provisions of this Agreement and its Annexes may be amended by written agreement between the Parties.

16.2 All amendments shall be subject to prior approval of the ANSP Strategic Board. Annexes can provide for a different regime.

Article 17 – DISPUTE SETTLEMENT AND ESCALATION

17.1 As a condition precedent to a Party filing any suit for breach of this Agreement, that Party must first notify the Defaulting Party in writing of the nature of the purported breach, while informing the other Parties. The Parties shall seek in good faith to resolve the dispute through negotiation.

17.2 The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement.

17.3 In the event no dispute settlement can be found between the Parties the courts of Brussels shall have the exclusive jurisdiction over any dispute relating to this Agreement.

Article 18 – APPLICABLE LAW

The laws of Belgium shall govern this Agreement.

Article 19 – ENTRY INTO FORCE

This Agreement shall enter into force on the day of its signature by all the Parties.
In WITNESS WHEREOF the representatives of the Parties agree to execute this Agreement, signed at Bordeaux on the 18th of November 2008.

DRAWN UP ACCORDINGLY AND SIGNED IN SEVEN ORIGINALS IN ENGLISH AND FRENCH
Belgocontrol
Represented by,

Chief Executive Officer
Mr Jean-Claude Tintin
DFS Deutsche Flugsicherung GmbH
Represented by,

Chairman of the Board of Directors
Mr Dieter Kaden

Head of Issue Management FAB Project
Mr Hermann Theobald
Direction des Services de la Navigation Aérienne,
Represented by,

Director
Mr Marc Hamy
The Board of Air Traffic Control the Netherlands
Represented by,

Chairman of the Executive Board
Mr Paul Riemens
Administration de la navigation aérienne
Represented by,

Director
Mr Ender Ulcun
Skyguide
Represented by,

Chief Executive Officer
Mr Daniel Weder

Head of Corporate Development
Mr Francis Schubert
The European Organisation for the safety of Air Navigation (EUROCONTROL)
Represented by,

For the Director General
By special delegation

Director Maastricht UAC
Mr Karl-Heinz Kloos
Annex IV: Practical modalities for financial contribution

For the purpose of budget planning, the Contracts shall contain sufficient detailed clauses allowing the Parties to forecast the sequence of their contributions to be made in application to the Costs.

The Contractor shall invoice the Contracting Authority according with the payment schedule agreed in the External Consultancy Contracts.

After receipt of the invoices by The Contracting Authority from the Contractor, according to the terms and conditions specified in the Contract, The Contracting Authority shall issue separate invoices to the Parties according to the cost-sharing key agreed in Article x of the present Contract. The total amount invoiced by The Contracting Authority, including its own contribution, shall not exceed the agreed contract value, except if otherwise agreed between the Parties.

Each Party shall pay its contribution within 30 (thirty) days after the receipt of the invoice. Late payments by a Party shall be subject to late penalty fees of 2 % per month from the due date until the amount is paid.

The Contracting Authority shall apply the relevant legislation on VAT.

The invoices shall be drawn up and paid in euros.

Invoices shall be sent in twofold to:

ATC-NL
Department – Crediteurenadministratie
PO Box 75200
1117 ZT Schiphol-Airport

ATC-Lux
Luxembourg Airport Administration
B.P.273
L – 2012 Luxembourg

DFS
Issue Management FAB Projekt
Attn. Mr H. Theobald
Am DFS Campus 10
D – 63225 Langen
DSNA/SDFI
Department of Air Navigation Services /
Sub-Directorate Finance
50 rue Henry Farman
75 720 Paris cedex 15
France

EUROCONTROL
Head Finance (F. Van Gysegem)
EUROCONTROL/Maastricht UAC
Horsterweg 11
6199 AC Maastricht-Airport
The Netherlands

Skyguide
Swiss air navigation services ltd
Accounting
p.o. box 796
ch-1215 Geneva 15

All payments shall be remitted by direct credit transfer to the following account :

Fortisbank
001-1950054-42

The payments shall be marked with the reference number on the invoice.

The Contracting Authority shall keep books, accounts and records that state all revenues and expenditures incurred for the overall Costs. At the request of a Party, The Contracting Authority will provide an extract of the above-mentioned information.