concerning the approval of an Agreement for co-operation between EUROCONTROL and ASECNA (Agence pour la sécurité de la navigation aérienne en Afrique et à Madagascar)

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, and in particular Articles 6.3, 7.2, 11 and 12 thereof;

Having regard to the Organisation's strategy in further developing co-operation with non-ECAC States and organisations, as approved by the Commission on 29 May 2000,

Considering the common interest of EUROCONTROL and ASECNA in establishing mutual co-operation for the benefit of the parties concerned as well as of regional and global aviation;

HEREBY TAKES THE FOLLOWING MEASURE:

Article 1

The Agreement for Co-operation at Annex to this Measure is hereby approved.

Article 2

The Director General is authorised to sign the Agreement on behalf of the Organisation.

Done at Brussels on 4.4.2001

For the President of the Commission,

J. SLANA
Vice-President of the Commission
AGREEMENT FOR COOPERATION

BETWEEN

THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)

AND

ASECNA

AGENCE POUR LA SECURITE DE LA NAVIGATION AERIENNE

EN AFRIQUE ET A MADAGASCAR

The European Organisation for the Safety of Air Navigation (EUROCONTROL), hereinafter referred to as EUROCONTROL, acting through its Permanent Commission and represented by its Director General,

and

The Agency for the Security of Aerial Navigation in Africa and Madagascar, hereinafter referred to as ASECNA, represented by its Director General,


Having regard to Decision N° 71 taken by the Permanent Commission on 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular in respect of the role and duties of the Organisation;

Having regard to Measure N° ……… taken by the Permanent Commission on ……… concerning the conclusion of an Agreement for Co-operation between EUROCONTROL and ASECNA;

Having regard to Articles 1 and 2 of the Convention and Statute of ASECNA, signed in Dakar, the Republic of Senegal on 25 October 1974, as amended by supplementary agreement no. 1 of 22 April 1987 regarding the admission of Equatorial Guinea and by the Paris Protocol of 1993, defining the territorial competence of the Agency, its activities and operation;

Having regard to Resolution No. CM-95-XXX-5 of the 30th Meeting of the Supervisory Committee of Ministers - Nouakchott, 21-22 July 1995 - confirming delegation to ASECNA of the mission of implementing the new CNS /ATM systems either alone or with the assistance of external parties;

Having regard to Resolution No. 2000-CM 38-4 of the 38th Meeting of the Supervisory Committee of Ministers - Lomé, 15 June 2000 - concerning rationalisation of the management of ASECNA's airspace;
Considering that it is desirable to establish mutual co-operation in the field of air navigation;

Have agreed as follows:

ARTICLE I - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to define a general framework for co-operation in the area of civil aviation.

The areas for co-operation shall include the following:

- a) exchange of information regarding programmes and projects, results of research or publications;
- b) execution of research and development programmes and their implementation on the basis of shared effort;
- c) development and operation of new technologies in the fields of communications, navigation and surveillance and airspace and air traffic management (CNS/ATM);
- d) exchange of information and sharing of experience in the field of aeronautical charges;
- e) development and strengthening of aeronautical information and aeronautical chart services (AIS/MAP), including the establishment and maintenance of the co-ordinates of aeronautical points in the reference system for the WGS 84 (World Geodetic System 1984) positioning system;
- f) training;
- g) joint organisation of workshops and conferences;
- h) exchange of equipment;
- i) secondment or exchange of personnel.

ARTICLE II - IMPLEMENTATION

This Agreement shall be implemented through annexes.

Annexes 1 to 6 hereto, likewise future annexes when mutually agreed by both parties, shall be an integral part of this Agreement.

At least once a year, the parties shall jointly examine the status of ongoing activities which are the subject of the annexes to this Agreement.

ARTICLE III - FINANCING

Unless otherwise specified in the annexes to this Agreement, EUROCONTROL and ASECNA shall each assume the cost of work to be done by it, in accordance with the specific tasks and arrangements identified in the annexes to this Agreement.

ARTICLE IV - CONFIDENTIALITY

Unless expressly agreed by the other party, information exchanged in pursuance of this Agreement shall not be disclosed to third parties nor used for commercial purposes.
ARTICLE V - LIABILITY

Except where otherwise provided, the application and utilisation of information exchanged in pursuance of this Agreement shall confer no liability on the party from which such information originated.

ARTICLE VI - POINTS OF CONTACT

The channel of communication for the co-operation envisaged by the parties will normally be between the Directors General of EUROCONTROL and ASECNA.

ARTICLE VII - AMENDMENTS

This Agreement and its annexes may be amended by written mutual consent of both parties, in the case of the Agreement by supplementary agreements and in the case of the annexes by exchange of correspondence between the Director General of EUROCONTROL and the Director General of ASECNA.

ARTICLE VIII - DISPUTES

Any dispute regarding the interpretation or application of this Agreement or its annexes, shall be resolved by direct consultation or negotiation, and shall not be referred to any jurisdiction.

ARTICLE IX - EFFECTIVE DATE AND TERMINATION

The present Agreement shall come into force on the day on which it is signed by both parties.

It shall be concluded for a period of five (5) years, which may be extended by tacit renewal.

It may be terminated at any time by either party by providing twelve (12) months’ written notice to the other party by registered letter with acknowledgement of receipt.

In witness whereof, the undersigned, duly authorised, have signed the present Agreement.

Done at Dakar on [………] in the French language, in two originals

(EUROCONTROL)  
For the Agency for the Security of Aerial Navigation in Africa  
and Madagascar  
(ASECNA)

Yves LAMBERT  
Director General  
Ousmane Issoufou OUBANDAWAKI  
Director General
ANNEX 1
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)
AND
ASECNA
AGENCE POUR LA SECURITE DE LA NAVIGATION AERIENNE
EN AFRIQUE ET A MADAGASCAR

"COOPERATION IN THE FIELD OF GNSS"

Article 1 - Purpose of the Annex

Pursuant to Article II of the co-operation agreement between the parties, this Annex identifies and defines arrangements for co-operation in the field of GNSS.

Article 2 - Scope of work

The activities realised jointly under the present Annex may include:

Safety Regulation:

• Exchange of information on the methodologies to be employed in the safety regulation process for GNSS in the short and medium term (GLONASS, GPS, SBAS, GBAS, ABAS);
• Sharing of results (statistics) obtained from R and D and technical projects put in place to support the safety regulation process (e.g. SAPPHIRE); joint participation in on-going projects;
• Exchange of information on JARs-OPS (regulations on operating minima).

Operational Validation:

• Establishment of GNSS-based RNAV/RNP procedures.
• Exchange of information on the methodologies being considered for the operational validation of GNSS (static data collections, flight trials, simulations, etc.).
• Working together towards defining common generic methodologies for the operational validation of GNSS for all phases of flight (en route, standard non-precision approach, non-precision approach with vertical guidance, precision approach and A-SMGCS).
• Shared development of tools and their use,
• Setting up of joint validation projects and exchange of results.
**Business Cases:**

- Exchange of information on work carried out and methodologies employed,
- Setting up of joint activities for the ECAC/ASECNA regions.

**Operational Implementation:**

- Exchange of information and setting up joint activities.

**Institutional, Financial and Legal Issues:**

- Exchange of information on all developments.

**Article 3 - Points of Contact**

A. The designated officers for the coordination and management of tasks undertaken under this Annex are:

1. for EUROCONTROL:
2. for ASECNA: Head of Department of Air Navigation

B. The officers designated above shall be responsible for the day-to-day management of the co-operation activities carried out under the present Annex. They shall inter alia draw up specifications for the tasks acceptable to the two parties and prepare the relevant timetables and budget forecasts in an action plan.

**Article 4 - Financing**

Financing shall be governed by the provisions of Article III of the Agreement for Co-operation.

Any service rendered between the parties whose provision would involve significant resources shall be the subject of a separate bilateral agreement on the basis of the rules in force within the two organisations.

**Article 5 - Amendments**

This Annex may be amended in accordance with the provisions of Article VII of the Agreement for Co-operation.

**Article 6 - Effective date and termination**

This Annex shall become effective upon signature of the Agreement for Cooperation by both parties and shall remain in effect until the Annex or the Agreement for Cooperation has been terminated. Either party may terminate this Annex as provided for in Article IX of the said Agreement for Cooperation.
ANNEX 2

TO THE AGREEMENT FOR COOPERATION

BETWEEN

THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)

AND

ASECNA

AGENCE POUR LA SECURITE DE LA NAVIGATION AERIENNE
EN AFRIQUE ET A MADAGASCAR

** COOPERATION IN THE FIELD OF AIR TRAFFIC MANAGEMENT (ATM) **

Article 1 - Purpose of the Annex

Pursuant to Article II of the co-operation agreement between the parties, this Annex identifies and defines arrangements for co-operation in the field of air traffic management (ATM).

Article 2 - Scope of work

The activities realised jointly under the present Annex may include:

1) Introducing the automation of ATM:
   - Safety nets (ground)
   - ATC decision-making aids
   - Air-ground data exchanges to improve communication and surveillance (CPDLC, ATIS, PDC)
   - Development of the controller workstation (HMI)

2) Compatibility of ATS equipment and procedures
   - Potential for interoperability

3) Establishment and exchange of air traffic data
   - Initial flight data processing
   - Reconstitution of flights
   - Coordination between systems (OLDI/SYSCO)
   - Potential for a common database
   - Statistical processing of flight data and preparation of traffic forecasts

4) Air traffic flow management and airspace management (ATFM-ASM)
Article 3 - Implementing arrangements

The parties shall make efforts to cooperate with a view to allowing the best possible exchange of information regarding the development of standards, concepts, operational requirements, validation and real-time tests. Common projects may be envisaged in the joint interest of the parties in order to achieve maximum interoperability between their systems.

1) Standards and regulations
   • Co-operation in the proceedings of the ICAO Groups of Experts
   • Exchange of information on the drafting and application of regulations

2) Concepts
   • Distribution of available information
   • Organisation of joint meetings

3) Operational requirements
   • Distribution of documents produced

4) Validation and tests
   • Invitations to observe simulation or pre-operational exercises
   • Distribution of documentation, specifically results

5) Searching for joint feasibility projects concerning inter alia
   • Interoperability
   • Coordination between systems (OLDI/SYSCO)
   • Joint training
   • Statistical processing of flight data and traffic forecasts

Article 4 - Points of Contact

A. The designated officers for the coordination and management of tasks undertaken under this Annex are:

   1. for EUROCONTROL:

   2. for ASECNA: Head of Air Navigation Management Service

B. The officers designated above shall be responsible for the day-to-day management of the co-operation activities carried out under the present Annex. They shall inter alia draw up specifications for the tasks acceptable to the two parties and prepare the relevant timetables and budget forecasts in an action plan.
Article 5 - Financing

Financing shall be governed by the provisions of Article III of the Agreement for Co-operation.

Any service rendered between the parties whose provision would involve significant resources shall be the subject of a separate bilateral agreement on the basis of the rules in force within the two organisations.

Article 6 - Amendments

This Annex may be amended in accordance with the provisions of Article VII of the Agreement for Co-operation.

Article 7 - Effective date and termination

This Annex shall become effective on the date of signature of the Agreement for Co-operation by both parties and shall remain in effect until the Annex or the Agreement for Co-operation has been terminated. Either party may terminate this Annex as provided for in Article IX of the said Agreement for Co-operation.
ANNEX 3
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)
AND
ASECNA
AGENCE POUR LA SECURITE DE LA NAVIGATION AERIENNE
EN AFRIQUE ET A MADAGASCAR

**DEVELOPMENT OF AUTOMATIC DEPENDENT SURVEILLANCE (ADS)**

Article 1 - Purpose of the Annex

Pursuant to Article II of the co-operation agreement between the parties, this Annex identifies and defines arrangements for co-operation regarding the development, validation and implementation of automatic dependent surveillance (ADS).

Article 2 - Scope of work

The cooperative activities performed under this Annex may inter alia include activities which can be executed in co-operation between ASECNA and EUROCONTROL with a view to establishing ADS and associated technologies (such as ADS-Broadcast and ADS-Contract), either as sole means or in conjunction with other surveillance sources (radar, FPASD), in order to meet the operational requirements for surveillance for the medium and long-term in the best possible conditions of safety and profitability.

Article 3 - Implementing arrangements

In order to achieve this objective, co-operation shall take the following forms:

- exchange of information (reports, documents, etc.) on the ADS programmes of ASECNA and EUROCONTROL;
- participation in the ADS activities conducted by the other party;
- joint participation in third party activities (e.g. European Commission sponsored projects);
- organisation of technical face-to-face interchange meetings at suitable intervals;
- exchange of equipment where appropriate;
- where appropriate, the secondment or exchange of personnel;
- holding of technical symposia, seminars and specialist conferences;
- consultation and co-operation for the participation of the European and African airlines in ADS activities in ICAO's AFI and EUR regions.
Article 4 - Points of Contact

A. The designated officers for the coordination and management of tasks undertaken under this Annex are:

1. for EUROCONTROL: Mr Pieter van der Kraan
   DIS/SUR
   EUROCONTROL
   Rue de la Fusée, 96
   B-1130 BRUSSELS
   BELGIUM
   Tel: 32 2 729 33 59
   Fax: 32 2 729 90 86
   Email: pieter.van-der-kraan@eurocontrol.be

2. for ASECNA: Head of Research and Air Navigation System Standardisation Service

B. The officers designated above shall be responsible for the day-to-day management of the co-operation activities carried out under the present Annex. They shall inter alia draw up specifications for the tasks acceptable to the two parties and prepare the relevant timetables and budget forecasts in an action plan.

Article 5 - Financing

Financing shall be governed by the provisions of Article III of the Agreement for Co-operation.

Any service rendered between the parties whose provision would involve significant resources shall be the subject of a separate bilateral agreement on the basis of the rules in force within the two organisations.

Article 6 - Amendments

This Annex may be amended in accordance with the provisions of Article VII of the Agreement for Co-operation.

Article 7 - Effective date and termination

This Annex shall become effective upon signature of the Agreement for Co-operation by both parties and shall remain in effect until the Annex or the Agreement for Co-operation has been terminated. Either party may terminate this Annex as provided for in Article IX of the said Agreement for Co-operation.
ANNEX 4

TO THE AGREEMENT FOR COOPERATION

BETWEEN

THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)

AND

ASECNA

AGENCE POUR LA SECURITE DE LA NAVIGATION AERIENNE

EN AFRIQUE ET A MADAGASCAR

**COOPERATION IN THE FIELD OF AERONAUTICAL INFORMATION AND
AERONAUTICAL CHART SERVICES (AIS/MAP)**

Article 1 - Purpose of the Annex

Pursuant to Article II of the co-operation agreement between the parties, this Annex identifies and defines arrangements for co-operation regarding the promotion of an exchange of experience and the development of technical co-operation with a view to harmonising and integrating European and African systems for processing/distribution and automation of the aeronautical information and aeronautical chart services (AIS/MAP)

Article 2 - Scope of work

The activities which may be carried out jointly under the present Annex include inter alia:

1) Exchanging information, sharing methodologies chosen and ASECNA’s participation in the proceedings of the AIS/MAP Taskforce (AIS Team) in the European Air Traffic Management Programme (EATMP), regarding inter alia the following activities:

   - AIS/MAP Strategy for 2005-2015 developed within the framework of the CNS/ATM Strategy for European Civil Aviation Conference (ECAC) States (EUROCONTROL ATM 2000+ Strategy);
   - the AIS/MAP objectives set out in the European Convergence and Implementation Programme (ECIP);
   - the harmonised operating procedures recommended for the processing of dynamic and static aeronautical information;
   - conceptual modelling of aeronautical data/information and their exchange in connection with the development of as part of the AICM (Aeronautical Information Conceptual Model) and AIXM (Aeronautical Information Exchange Model);
– the formulation of functional requirements for traditional aeronautical charts and the future generation to cover individual various flight phases;
– the establishment and maintenance of the coordinates of aeronautical points in the reference system for the WGS 84 (World Geodetic System 1984) positioning system and the associated software.

2) Exchanging information and realising joint projects as part of the AIS AHEAD (Automation & Harmonisation of European Aeronautical Data) Programme, in particular as regards
– organisational and administrative matters:
  • the project to assist the certification of AIS services in accordance with ISO 9000 quality assurance standards;
  • the project to define a set of profiles for AIS staff;
  • the project to develop a concept of service levels for AIS.
– technical matters:
  • the “Paperless AIS” project, including inter alia activities in connection with the development of aeronautical information publications (AIPs);
  • the integrated briefing project set up in the context of SWIM (System Wide Information Management) under the EUROCONTROL ATM 2000+ Strategy.
– the service provided:
  • the project to monitor the quality and integrity of AIS/MAP data;
  • the project seeking to ensure intrinsic improvements to AIS/MAP data;
  • the project for monitoring compliance with standards and recommended practices in connection with aeronautical information regulation and control (AIRAC).

3) The coordinated formulation of proposed amendments to ICAO's Standards and Recommended Practices, Guidance Material and Regional Supplementary Procedures, and where necessary the proceedings set out in paragraphs 1) and 2).

**Article 3 - Points of Contact**

A. The designated officers for the coordination and management of tasks undertaken under this Annex are:

1. for EUROCONTROL:
2. for ASECNA: Head of Air Navigation Management Service

B. The officers designated above shall be responsible for the day to day management of the co-operation activities carried out under the present Annex. They shall inter alia draw up specifications for the tasks acceptable to the two parties and also the relevant timetables and budget forecasts in an action plan.
Article 4 - Financing

Financing shall be governed by the provisions of Article III of the Agreement for Co-operation.

Any service rendered between the parties whose provision would involve significant resources shall be the subject of a separate bilateral agreement on the basis of the rules in force within the two organisations.

Article 5 - Amendments

This Annex may be amended in accordance with the provisions of Article VII of the Agreement for Co-operation.

Article 6 - Effective date and termination

This Annex shall become effective upon signature of the Agreement for Co-operation by both parties and shall remain in effect until the Annex or the Agreement for Co-operation has been terminated. Either party may terminate this Annex as provided for in Article IX of the said Agreement for Co-operation.
ANNEX 5

TO THE AGREEMENT FOR COOPERATION

BETWEEN

THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)

AND

ASECNA

AGENCE POUR LA SECURITE DE LA NAVIGATION AERIENNE
EN AFRIQUE ET A MADAGASCAR

**COOPERATION IN THE FIELD OF AIR NAVIGATION CHARGES**

Article 1 - Purpose of the Annex

Pursuant to Article II of the co-operation agreement between the parties, this Annex identifies and defines arrangements for co-operation in the field of air navigation charges in order to help to develop and improve the billing and recovery of the air navigation charges collected by both parties.

Article 2 - Scope of work

The parties therefore agree to exchange information and promote the sharing of experience in this field, in particular in relation to:

- the procedures and implementing provisions for the collection, transmission and processing of flight data;
- the procedures and implementing provisions for the collection and updating of data on the operators and owners of aircraft as well as aircraft registrations and types;
- the determination of costs and charges for air navigation services;
- the billing of air navigation charges, information and consultation services to users;
- the recovery of air navigation charges;
- the processing of disputes and contentious proceedings;
- the development of air navigation charges from the perspective of CNS/ATM;
- the interpretation of ICAO texts and their development;
- IT and telecommunications systems.

Experience and information could be exchanged at political meetings between the two parties.

In other respects, the parties shall informally exchange information regarding flights and aircraft operators on an ad hoc basis.
A. The designated officers for the co-ordination and monitoring of the activities provided for in this Annex are:

for EUROCONTROL: Director Central Route Charges Office

for ASECNA: Head of Budget Department

B. The officers designated above shall be responsible for the day-to-day management of the co-operation activities carried out under the present Annex. They shall inter alia draw up specifications for the tasks acceptable to the two parties and prepare the relevant timetables and budget forecasts in an action plan.

**Article 4 - Financing**

Financing shall be governed by the provisions of Article III of the Agreement for Co-operation.

Any service rendered between the parties whose provision would involve significant resources shall be the subject of a separate bilateral agreement on the basis of the rules in force within the two organisations.

**Article 5 - Amendments**

This Annex may be amended in accordance with the provisions of Article VII of the Agreement for Co-operation.

**Article 6 - Effective date and termination**

This Annex shall become effective upon signature of the Agreement for Co-operation by both parties and shall remain in effect until the Annex or the Agreement for Co-operation has been terminated. Either party may terminate this Annex as provided for in Article IX of the said Agreement for Co-operation.
ANNEX 6
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)
AND
ASECNA
AGENCE POUR LA SECURITE DE LA NAVIGATION AERIENNE
EN AFRIQUE ET A MADAGASCAR

"COOPERATION IN THE FIELD OF TRAINING"

Article 1 - Purpose of the Annex

Pursuant to Article II of the co-operation agreement between the parties, this Annex identifies and defines arrangements for co-operation in the field of training.

Article 2 - Scope of work

The joint activities to be realised under the present Annex may include:

1. Professional training in English: support for the introduction of English-language specialist ATM courses for entrance examinations and tests at the end of the training period.

2. In-service training: support for the definition and introduction of ATM training courses for all staff categories (including training for training officers).

3. Training for ab-initio trainees: support for the introduction of training courses on the methodological aids developed by EUROCONTROL.

4. Seminars and conferences: logistical support for the preparation and organisation of seminars and conferences in the ATM field.

5. Exchanges of experience in the field of training between the two training establishments, viz. the EUROCONTROL Institute of Air Navigation Services in Luxembourg and the African School of Meteorology and Civil Aviation (EAMAC) in Niamey (Niger).
Article 3 - Points of Contact

A. The designated officers for the coordination and management of tasks undertaken under this Annex are:

1. for EUROCONTROL: EUROCONTROL Institute of Air Navigation Services  
   Mr Jean-François Pieri  
   Customer Relations Officer  
   12, rue Antoine de Saint-Exupéry  
   L-1432 Luxembourg  
   Tel.: +352-43.60.61.922  
   Fax: +352-43.63.25  
   Email: jean-francois.pieri@eurocontrol.be

2. for ASECNA: Head of Employment and Training Department

B. The project managers designated above shall be responsible for the day-to-day management of the co-operation activities carried out under the present Annex. They shall inter alia draw up specifications for the tasks acceptable to the two parties and prepare the relevant timetables and budget forecasts in an action plan.

Article 4 - Financing

Financing shall be governed by the provisions of Article III of the Agreement for Co-operation.

Any service rendered between the parties whose provision would involve significant resources shall be the subject of a separate bilateral agreement on the basis of the rules in force within the two organisations.

Article 5 - Amendments

This Annex may be amended in accordance with the provisions of Article VII of the Agreement for Co-operation.

Article 6 - Effective date and termination

This Annex shall become effective upon signature of the Agreement for Co-operation by both parties and shall remain in effect until the Annex or the Agreement for Co-operation has been terminated. Either party may terminate this Annex as provided for in Article IX of the said Agreement for Co-operation.