

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE No. 03/99

delegating authority to the Agency to conclude a bilateral agreement relating to air navigation charges with the National Air Navigation Services Company (NANSC) of the Arab Republic of Egypt.

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 11.3 and 12 thereof;

on the proposal of the Agency,

TAKES THE FOLLOWING MEASURE:

The Agency is delegated authority to conclude a bilateral agreement relating to air navigation charges with the National Air Navigation Services Company (NANSC) of Egypt, on the basis of the draft agreement attached, which shall be signed on behalf of the Organisation by the Director General of the Agency.

Done at Brussels on 19.12.03


J. TURECKÝ
President of the Commission

AGREEMENT

BETWEEN THE NATIONAL AIR NAVIGATION SERVICES COMPANY OF THE ARAB REPUBLIC OF EGYPT AND THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) RELATING TO AIR NAVIGATION CHARGES

The National Air Navigation Services Company, Egypt, represented by its Managing Director, hereinafter referred to as "National Air Navigation Services Company",

and

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

Having regard to the provisions of Articles 2 § 3(b), 6 § 3, 11 § 3 and 12 of the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960 as amended at Brussels in 1981;

Having regard to the provisions of Article 3 § 2(i) of the Multilateral Agreement relating to Route Charges of 12 February 1981;

Having regard to the Measure N° { } taken by the Permanent Commission on { } delegating authority to the Agency to conclude a bilateral agreement relating to air navigation charges with National Air Navigation Services Company;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - (Purpose)

National Air Navigation Services Company hereby entrusts EUROCONTROL with the calculation, billing, collection and accounting on its behalf of charges for air navigation services in accordance with the laws and regulations in force in Egypt, and with the provisions set out in Annex I to this Agreement.

ARTICLE 2 - (Billing and Payment of Air Navigation Charges)

The air navigation charges shall be billed in euros and payable to EUROCONTROL in accordance with the Conditions of Payment set out in Annex I.

ARTICLE 3 - (Treatment of Claims and Information to Users)

EUROCONTROL is entrusted with the treatment of claims submitted by users. EUROCONTROL shall provide to the users information in respect of the air navigation charges.

ARTICLE 4 - (Collection of Air Navigation Charges)

EUROCONTROL shall collect the air navigation charges and take appropriate actions where a debtor has not paid the amount due. For that purpose, the air navigation charges shall constitute a claim by EUROCONTROL, in accordance with the provisions set out in Annex I.

ARTICLE 5 - (Disbursement of Air Navigation Charges)

Air navigation charges collected by EUROCONTROL on behalf of National Air Navigation Services Company in performance of this task shall be remitted, inclusive of accrued interests, if any, but exclusive of the charges in respect of EUROCONTROL's collection costs and of related bank charges, to National Air Navigation Services Company, in accordance with the provisions set out in Annex I.

ARTICLE 6 - (Accounting)

- 6.1. EUROCONTROL shall produce annual accounts for the air navigation charges in the form of a Balance Sheet and Income and Expenditure account. The accounts shall be produced according to accepted international standards. The accounts shall be expressed in euros.
- 6.2. EUROCONTROL shall, on request, agree that the audit of the financial operations on behalf of National Air Navigation Services Company be effected in accordance with the Financial Regulations and the Rules of Application of those Regulations applicable to the EUROCONTROL Route Charges System.

- 6.3. National Air Navigation Services Company may, at its own request, or at the invitation of EUROCONTROL, participate in the auditing of the EUROCONTROL accounts in respect of the air navigation charges billed and collected on its behalf.

ARTICLE 7 - (Transmission of Data)

Flight data collection and transmission to EUROCONTROL shall be the sole responsibility of National Air Navigation Services Company. National Air Navigation Services Company shall transmit all flight data, in accordance with the data transmission procedure established by EUROCONTROL.

ARTICLE 8 - (Costs)

- 8.1. The costs in respect of the execution of this Agreement shall be calculated on an annual basis.

These costs are estimated at 287,000 euros for the one year period starting on 1st January 2004 and ending on 31st December 2004.

The costs in respect of the execution of this Agreement shall be collected from users by means of an administrative unit rate to be added to the national unit rate of charge.

- 8.2. A breakdown of the above costs and the method of calculation are shown in Annex II to this Agreement.

- 8.3. The costs in respect of the execution of this Agreement shall be assessed on the basis of the most realistic estimates possible at the time of conclusion of this Agreement and the current rules for the charging of Agency services adopted by EUROCONTROL's governing bodies.

If the charging rules of the Agency are modified, the new rules shall apply to this Agreement with effect from the date of their entry into force. Any revision of the cost factors shall be taken into account where it has been duly approved by EUROCONTROL's governing bodies.

- 8.4. At the end of each financial year, the difference between the actual costs in respect of the execution of this Agreement and the actual income in respect of the administrative unit rate shall be determined and carried over.

ARTICLE 9 - (Liability)

National Air Navigation Services Company shall indemnify EUROCONTROL and its staff against any claims by third parties for damages incurred as a result of executing the terms and conditions of this Agreement except in the case of gross negligence or wrongful misconduct on the part of EUROCONTROL and its staff.

ARTICLE 10 - (Arbitration)

- 10.1. Any dispute which may arise between the Parties to this Agreement concerning the interpretation or application thereof, and which has not been possible to settle by direct negotiation or by any other method, shall be referred to arbitration on the request of any one of the Parties.
- 10.2. For that purpose, each of the Parties shall in each case nominate an arbitrator, and the arbitrators shall agree on the nomination of a third arbitrator. Should one of the Parties not have nominated its arbitrator within two months of the date of receipt of the request of the other Party, or should the nominated arbitrators fail, within those two months, to agree on the nomination of the third arbitrator, any Party may request the President of the International Court of Justice to make the nominations.
- 10.3. The arbitration tribunal shall determine its own procedure.
- 10.4. Each Party shall bear the costs of its own arbitrator and its representation in the proceedings before the tribunal, the costs of the third arbitrator and the other costs shall be borne equally by the Parties to the dispute. The arbitration tribunal may, however, determine a different sharing of costs if it thinks fit.
- 10.5. The decisions of the arbitration tribunal shall be binding on the Parties to the dispute.

ARTICLE 11 - (Suspension of Agreement)

In the event of a state of crisis, conflict or war, this Agreement may be suspended by a mutual decision of the Parties or by unilateral written notice of one Party to the other.

ARTICLE 12 - (Amendments)

The Parties may, by exchange of letter between National Air Navigation Services Company and the Director General of EUROCONTROL, modify:

- a) Annex I, provided the amendment has no financial implications;
- b) the expenditure detailed in Annex II, provided the budgetary procedures to which the two Parties are subject have been complied with beforehand.

ARTICLE 13 - (Date of Effect and Duration)

- 13.1. This Agreement shall enter into force on the date of signature by both Parties for an unlimited period. The calculation, billing, collection and accounting of air navigation charges shall commence with effect from 1st January 2004, provided that
- a) EUROCONTROL is satisfied that the air navigation charges are fully cost-related and the corresponding cost-bases are calculated in accordance with the principles of the International Civil Aviation Organisation (ICAO) as described in ICAO Document 9082, and
 - b) National Air Navigation Services Company has notified EUROCONTROL that the applicable Egyptian legislation is in force.
- 13.2. However, either Party may terminate this Agreement at any time subject to six months written notice. In case of the accession of Egypt to the EUROCONTROL Convention, this Agreement shall terminate on the date of technical integration into the EUROCONTROL Route Charges System.
- 13.3. The notifying Party shall be liable for any costs resulting from the termination of this Agreement unless the reason of such termination is attributable to the other Party's responsibility.
- 13.4. Notwithstanding the provisions of Articles 13.2 and 13.3 above, in the case of non-compliance with or breach of the principles as described in ICAO Document 9082 by National Air Navigation Services Company, or by not respecting the transmission of data as stipulated in Article 7, EUROCONTROL may suspend the operation of the Agreement by giving one month's written notice to the other Party. National Air Navigation Services Company shall be advised in writing of the reasons for the suspension. The costs incurred by EUROCONTROL while operation is suspended shall be paid by National Air Navigation Services Company. Should the operation be suspended for more than three months, EUROCONTROL may then terminate the Agreement at any time by giving three months' written notice to the other Party. In this case, National Air Navigation Services Company shall be liable for any costs resulting from the termination of the Agreement.

Done at Brussels on _____, in two originals in the English and Arabic languages. The text in the English language shall prevail in the event of any inconsistency between the texts.

For National Air Navigation Services
Company,

For EUROCONTROL,

Managing Director

Director General

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1. GENERAL

- 1.1 These operating specifications cover the services to be provided by EUROCONTROL, which consist of calculating, billing, collecting and accounting for air navigation charges on behalf of National Air Navigation Services Company, in accordance with ICAO principles as described in ICAO Document 9082.
- 1.2 National Air Navigation Services Company shall provide EUROCONTROL with reporting tables containing information on staff complement, traffic and cost forecasts as well as related comments, a model of which is attached at Appendix 5.
- 1.3 EUROCONTROL shall maintain separate records and will produce a set of annual accounts.
- 1.4 EUROCONTROL shall ensure the storage on magnetic support of all data required for the execution of the present Agreement. Flight data received from National Air Navigation Services Company shall be stored on magnetic support for 48 months. Financial data shall be stored on magnetic support for 10 years.
- 1.5 The listings and outputs to be dispatched to National Air Navigation Services Company are specified at Appendix 4.
- 1.6 National Air Navigation Services Company shall cooperate with EUROCONTROL in the calculation and collection of the air navigation charges.
- 1.7 National Air Navigation Services Company shall ensure that the national regulations governing air navigation charges are published in the official publications of the Arab Republic of Egypt and shall provide a copy of same, together with any related aeronautical information, to EUROCONTROL.

2. CHARGING

2.1 *Definition of a chargeable flight*

The air navigation charge shall comprise the route charge and, at National Air Navigation Services Company's request, the approach and aerodrome control charge.

An air navigation charge shall be levied for each flight operated in accordance with ICAO rules and regulations (General Air Traffic) in the airspace of the Flight Information Regions (FIRs) listed at Appendix 1.

2.2 Charging formula for the route charge

2.2.1 The route charge R_1 shall be calculated in accordance with the following formula:

$$R_1 = t_1 \times N_1$$

where t_1 is the unit rate of charge and N_1 the number of service units corresponding to such a flight.

2.2.2 The unit rate of charge t_1 shall be the sum of the national unit rate of charge and the administrative unit rate.

The national unit rate of charge shall be established by National Air Navigation Services Company and notified to EUROCONTROL in euros with a maximum of two decimal places, together with the corresponding route cost-base and service units forecast.

The unit rate of charge t_1 shall be set for a calendar year.

Changes of unit rate shall only be effective on a first day of a month. The notification of change must be received by EUROCONTROL not later than the first day of the month for which the new unit rate of charge applies.

The unit rate of charge t_1 shall be published by the appropriate authority.

2.2.3 For a given flight, the number of service units, designated N_1 , shall be obtained by means of the following formula:

$$N_1 = d \times p$$

where d is the distance factor in respect of the airspace of the Flight Information Regions listed at Appendix 1 and p the weight factor for the aircraft concerned.

2.2.4 The distance factor d shall be obtained by dividing by one hundred (100) the number of kilometres in the great circle distance between:

- the aerodrome of departure within, or the actual point of entry into, the airspace of the Flight Information Regions listed at Appendix 1, and
- the aerodrome of first destination within, or the actual point of exit from, the airspace of these Flight Information Regions.

The distance to be taken into account shall be reduced by twenty (20) kilometres for each take-off and for each landing in the Flight Information Regions listed at Appendix 1.

- 2.2.5 The weight factor **p** shall be the square root of the quotient obtained by dividing by fifty (50) the number of metric tons in the maximum certificated take-off weight of the aircraft as shown in the certificate of airworthiness, the flight manual or any other equivalent official document, as follows:

$$p = \sqrt{\frac{\text{Max. take-off weight}}{50}}$$

Where an aircraft has multiple certificated maximum take-off weights, the weight factor will be established on the basis of the highest maximum take-off weight authorised for this aircraft by its State of registration.

Where the maximum certificated take-off weight of the aircraft is not known to EUROCONTROL the weight factor shall be calculated by taking the weight of the heaviest aircraft of the same type known to exist.

Where, however, an operator has indicated to EUROCONTROL that he operates two or more aircraft which are different versions of the same type, the average of the maximum take-off weights of all his aircraft of that type shall be taken for the calculation of the weight factor for each aircraft of that type. The calculation of the weight factor per aircraft type and per operator shall be effected at least once a year.

A single fleet declaration shall be requested from the operator for the purposes of both the EUROCONTROL Route Charges System and the air navigation charge on behalf of National Air Navigation Services Company. The same average shall be applied for the same aircraft type and the same operator in both systems.

For the purpose of calculating the charge, the weight factor shall be expressed as a figure taken to two decimal places.

2.3 Charging formula for the approach and aerodrome control charge

- 2.3.1 The approach and aerodrome control charge **R₂** shall be levied for each departure from any aerodrome or designated aerodrome situated within the Flight Information Regions listed at Appendix 1 and shall be calculated in accordance with the following formula:

$$R_2 = t_2 \times N_2$$

where **t₂** is the unit rate of charge and **N₂** the number of service units corresponding to such a flight.

- 2.3.2 The unit rate of charge **t₂** shall be established by the National Air Navigation Services Company and notified to EUROCONTROL in euros with a maximum of two decimal places, together with the corresponding approach and aerodrome control cost-base and service units forecast.

The unit rate of charge **t₂** shall be set for a calendar year.

Changes of unit rate shall only be effective on a first day of a month. The notification of change must be received by EUROCONTROL not later than the first day of the month for which the new unit rate of charge applies.

The unit rate of charge t_2 shall be published by the appropriate authority.

- 2.3.3 For a given departing flight, the number of service units in respect of the approach and aerodrome control charge, designated N_2 , shall be equal to the Maximum Take-Off Weight **MTOW** (expressed in metric tons) as is used when calculating the weight factor (**P**) in 2.2.5 above.

2.4 Exempted Flights

- 2.4.1 The following flights shall be exempted from the payment of air navigation charges:

- a) flights performed exclusively under Visual Flight Rules (VFR flights) in the airspace of the FIRs listed at Appendix 1; mixed VFR/IFR flights shall be exempted if they are performed exclusively under VFR within the airspace of the FIRs listed at Appendix 1;
- b) flights terminating at the aerodrome from which the aircraft has taken off and during which no intermediate landing has been made (circular flights);
- c) flights performed by aircraft of which the Maximum Take-Off Weight Authorised is less than two (2) metric tons;
- d) flights performed exclusively for the transport, on official mission, of the reigning Monarch and his/her immediate family, Heads of State, Heads of Government, and Government Ministers. In all cases, this must be substantiated by the appropriate status indicator on the flight plan;
- e) search and rescue flights authorised by a competent SAR body.

- 2.4.2 For exempted flights the same exemption codes shall be used as those employed in the EUROCONTROL Route Charges System.

2.5 Consultation with users

Consultation with users in respect of the air navigation charges shall be the sole responsibility of National Air Navigation Services Company. EUROCONTROL shall be invited to attend with observer status any user consultation meetings organised by National Air Navigation Services Company. National Air Navigation Services Company shall provide EUROCONTROL with supporting documents prepared or made available for user consultation meetings.

3. FLIGHT DATA COLLECTION, TRANSMISSION AND PROCESSING

3.1 *Data transmission*

3.1.1 The transmission protocol used between National Air Navigation Services Company and EUROCONTROL shall be the one defined by EUROCONTROL for similar agreements.

3.1.2 Data transmission shall conform to the data transmission calendar established by EUROCONTROL.

3.2 *Volume of data to be processed*

The estimated volume of data to be processed is 180,000 flights per year.

3.3 *Information to be provided to EUROCONTROL*

3.3.1 National Air Navigation Services Company shall provide information to EUROCONTROL on all matters which necessitate modification of flight messages or the user data files, for instance the national aircraft register.

3.3.2 National Air Navigation Services Company shall notify to EUROCONTROL the list of all entry and exit points (codes and geographical co-ordinates).

3.4 *Data validation and correction*

3.4.1 Upon receipt of a day's traffic EUROCONTROL shall validate the data against its internal files. Discrepancies shall be resolved, as far as possible, using the EUROCONTROL Route Charges System procedures.

3.4.2 A verification shall be made by EUROCONTROL of entry and exit points. Flight messages containing entry and exit points codes other than those notified by National Air Navigation Services Company shall be rejected and returned to National Air Navigation Services Company.

4. BILLING, CLAIMS AND INFORMATION TO USERS

4.1 *General*

The documents to be dispatched to users are as follows:

- 1) bill for air navigation charge
- 2) pro forma statement (statement of flights)
- 3) statement of account
- 4) credit note
- 5) bill for interest on late payment
- 6) credit note for interest on late payment

These documents shall bear the EUROCONTROL letterhead. The bill and the pro forma statement shall show that the air navigation charge being levied is payable to EUROCONTROL.

EUROCONTROL's bank account into which the air navigation charge shall be payable, shall be shown on the bill, the bill for interest on late payment and the statement of account. Appendix 3 details the variable fields to be shown on these documents.

4.2 *Billing cycle*

Billing periods shall be the same as within the EUROCONTROL Route Charges System.

EUROCONTROL shall produce and dispatch bills, pro forma statements and statements of account to users not later than the end of the month which follows the month during which the flights have taken place.

4.3 *User claims*

User claims shall be processed in accordance with the EUROCONTROL Route Charges System's procedures.

4.4 *Information to users*

EUROCONTROL shall keep users informed by means of information circulars where necessary.

EUROCONTROL shall provide to users upon request information in respect of the air navigation charges.

5. COLLECTION OF CHARGES

5.1 Proceedings for recovery of the amount due shall be instituted either by EUROCONTROL or, at EUROCONTROL's request, by National Air Navigation Services Company.

5.2 National Air Navigation Services Company shall inform EUROCONTROL of the procedures applied in the Arab Republic of Egypt and of the competent courts, tribunals or administrative authorities.

5.3 The person liable to pay the air navigation charge shall be the person who was the operator of the aircraft at the time when the flight was performed. Where an ICAO designator is used in the flight identification, the identity of the operator of the flight shall be deemed to be that of the aircraft operating agency to whom the ICAO designator was allocated at the time of the flight.

If the identity of the operator is not known, the owner of the aircraft shall be regarded as the operator, unless he proves which other person was the operator.

If the operator defaults, then both the operator and the aircraft owner shall be jointly and severally liable for unpaid charges.

5.4 Where a debtor has not paid the amount due in respect of air navigation charges, EUROCONTROL may initiate enforced recovery, which may include detention of aircraft if the applicable national law so provides.

5.5 Where default is made in the payment to EUROCONTROL of air navigation charges, National Air Navigation Services Company may, upon a formal, written request from EUROCONTROL, initiate, on behalf of EUROCONTROL, the retention procedure to retain aircraft for recovery of the amount due to EUROCONTROL.

6. FUND MANAGEMENT

6.1 The funds collected on behalf of National Air Navigation Services Company shall be held in the EUROCONTROL Central Route Charges Office's account (Clause 1 of the Conditions of Payment at Appendix 2 refers). The account shall be denominated in euros.

EUROCONTROL shall transfer National Air Navigation Services Company's funds only as per the request of National Air Navigation Services Company in written form by letter or fax.

Until their transfer, National Air Navigation Services Company's funds shall be managed by EUROCONTROL. After their transfer to National Air Navigation Services Company's account the funds shall be under the control of National Air Navigation Services Company.

- 6.2 The funds shall be invested by EUROCONTROL to the benefit of National Air Navigation Services Company for the duration between their actual collection and disbursement to National Air Navigation Services Company. The interest shall be disbursed to National Air Navigation Services Company once each quarter.
- 6.3 Payments to third parties out of the air navigation charges collected on behalf of National Air Navigation Services Company could be arranged on request.

7. ACCOUNTING

- 7.1 The financial year shall begin on 1 January.
- 7.2 Accounting data to be sent by EUROCONTROL are listed in Appendix 4.
- 7.3 Provision for doubtful debts and write-off of irrecoverable debts shall be dealt with in accordance with the Financial Regulations applicable to the Route Charges System.

8. PROTECTION OF DATA

All data related to the air navigation charges shall be protected by EUROCONTROL according to the principles applied in the EUROCONTROL Route Charges System.

Flight Information Regions

Cairo Flight Information Region

Conditions of Payment of Air Navigation Charges

Clause 1

1. The amounts billed shall be payable in euros into the EUROCONTROL Central Route Charges Office's bank account shown on the bill.
2. Notwithstanding paragraph 1 above, any user who is a national of Egypt, may pay the charge amounts billed to him in Egyptian Pounds (EGP). The payments must be made into the designated EUROCONTROL Central Route Charges Office's (Egyptian Pounds) bank account in Egypt.
3. Where a user avails himself of the facility referred to in the foregoing paragraph, the conversion into national currency of the euro amount shall be effected at the daily exchange rate used for commercial transactions for the value date and place of payment.
4. The amount of the charge is due on the date of performance of the flight. The latest value date by which payment must be received by EUROCONTROL shall be shown on the bill.
5. The time granted to users for payment of the air navigation charge, i.e. the interval between the bill date and the date for payment shown on the bill, shall be identical to the time granted to users for payment of the EUROCONTROL route charges.

Clause 2

Payment shall be deemed to have been received by EUROCONTROL on the value date on which the amount due was credited into the banking establishment designated by EUROCONTROL, referred to in Clause 1 paragraph 1. The value date shall be the date on which EUROCONTROL can use the funds.

Clause 3

1. Payments shall be accompanied by a statement giving the references, dates and amounts in respect of bills paid and of any credit notes deducted.
2. Where a payment is not accompanied by the details specified in paragraph 1 above so as to allow its application to a specific bill or bills, EUROCONTROL will apply the payment:
 - first to interest, and then
 - to the oldest bills unpaid.

Clause 4

1. Claims against bills must be submitted to EUROCONTROL in writing or by an electronic medium previously approved by EUROCONTROL. The interval between the bill date and the final date for the submission of claims shall be identical to that applicable to the EUROCONTROL route charges.
2. The date of submission of claims shall be the date on which the claims are received by EUROCONTROL.
3. Claims must be detailed and should be accompanied by any relevant supporting evidence.
4. Submission of a claim by a user shall not entitle him to make any deduction from the relevant bill unless so authorised by EUROCONTROL.
5. Where EUROCONTROL and a user are mutually debtor and creditor no compensation payments shall be effected without EUROCONTROL's prior agreement.

Clause 5

1. Any charge that has not been paid by the latest date for payment shall be increased by the addition thereto of interest. The interest, entitled Interest on Late Payment, shall be simple interest calculated from day to day on the unpaid overdue amount.
2. The interest will be calculated and billed in euros. The interest rate will be published by the appropriate authority.

Clause 6

Where a debtor has not paid the amount due, measures may be taken to enforce recovery.

Specifications of documents

1. BILL

- a) Date of issue
- b) Flight period
- c) Bill reference
- d) User code/User name
- e) User billing address
- f) Claims to be submitted before (date)
- g) To be paid before (date)
- h) Amount to be paid
- i) State or service provider name
- j) Service provided and unit rate
- k) CRCO bank details (for payments)

2. PRO FORMA STATEMENT (STATEMENT OF FLIGHTS)

- a) Date of issue
- b) Flight period
- c) Bill reference
- d) Page number
- e) User Code/User Name
- f) User billing address
- g) State or service provider name
- h) Day
- i) Line (item) number
- j) Flight number or registration
- k) Flight details:
 - time of departure
 - airport of departure
 - airport of arrival
 - aircraft type
- l) Entry point
- m) Exit point
- n) Distance (km)
- o) Approach and aerodrome control charge amount
- p) Route charge amount
- q) Cumulative totals of charged amounts

3. STATEMENT OF ACCOUNT

- a) Date of issue
- b) Reference of Statement
- c) Page Number
- d) User Code / User Name
- e) User billing address
- f) State or service provider name
- g) Value date of item
- h) Item code
- i) Item reference
- j) Amount debit
- k) Amount credit
- l) Balance of each billing
- m) Overall balance
- n) CRCO bank details (for payments)

4. CREDIT NOTE

- a) Date of issue
- b) Flight period
- c) Credit note reference
- d) Page number
- e) User Code/User Name
- f) User billing address
- g) State or service provider name
- h) Day
- i) Line (item) number
- j) Flight number or registration
- k) Flight details:
 - time of departure
 - airport of departure
 - airport of arrival
 - aircraft type
- l) Entry point
- m) Exit point
- n) Distance (km)
- o) Approach and aerodrome control charge amount (credited)
- p) Route charge amount (credited)
- q) Cumulative totals of charged amounts (credited)

5. BILL FOR INTEREST ON LATE PAYMENT

- a) State or service provider name
- b) Date of issue
- c) Interest bill reference
- d) User Name
- e) User billing address
- f) Interest due
- g) Interest already billed
- h) Interest amount to be paid
- i) Bill reference of unpaid bill
- j) From date
- k) To date
- l) Overdue amount
- m) Interest rate
- n) Number of days
- o) Interest amount
- p) CRCO bank details (for payments)

6. CREDIT NOTE FOR INTEREST ON LATE PAYMENT

- a) State or service provider name
- b) Date of issue
- c) Interest credit note reference
- d) User Name
- e) User billing address
- f) Interest due
- g) Interest already billed
- h) Interest amount credited
- i) Bill reference of unpaid bill
- j) From date
- k) To date
- l) Overdue amount
- m) Interest rate
- n) Number of days
- o) Interest amount

Listings and outputs to be dispatched to National Air Navigation Services Company

These are the listings and outputs to be sent to National Air Navigation Services Company by EUROCONTROL in addition to the documents sent in accordance with standard procedures (e.g. for the purposes of claims processing) and in addition to the annual accounts.

Reports and listings can also be sent by electronic means as approved by both parties.

1. Billing

Report containing, in respect of the corresponding period of flight, the following information in respect of both route charges and approach and aerodrome control charges billed by EUROCONTROL:

- total number of flights
- total number of service units
- accrued income in euros

2. Recovery

Computer listing containing the information in respect of amounts due by flight periods and by user, on request.

3. Accounting

- Situation of air navigation charges billed
- Situation of air navigation charges received
- Situation of air navigation charges disbursed
- Balance - amount still outstanding

Model Reporting Table

Table n°5: NATIONAL COSTS AND SERVICE UNITS

99A	00A	01A	02A	03F	04F	05P	06P	07P
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COSTS AND SERVICE UNITS

National Costs (in National Currency) % n/n-1								
Exchange Rate								
National Costs (in Euros)								
Total Service Units % n/n-1								
Cost per service unit (in Euros) % n/n-1								

National Unit Rate (in Euros)* % n/n-1								
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**Applied by EUROCONTROL*

Table n°6: COMMENTARY

Estimate of EUROCONTROL Collection Costs (in EUR)

2004 - 12 Months

Personnel

Personnel costs	217,000
Missions	7,000
Legal matters	P.M.
Total 1	224,000

Operating Expenditure

Communications	13,000
Facilities, supplies	13,000
Administrative overheads	37,000
Total 2	63,000

TOTAL	287,000
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