

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE No.07/135

concerning the approval of a Cooperation Agreement between EUROCONTROL and the Kingdom of Morocco and delegating authority to the Agency to conclude the Cooperation Agreement on behalf of the Organisation

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, 11.3 and 12 thereof;

Having regard to Measure No 07/133 of 9 July 2007 of the Permanent Commission authorising the Agency to open negotiations for the conclusion of a Cooperation Agreement with the Kingdom of Morocco;

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

TAKES THE FOLLOWING MEASURE:

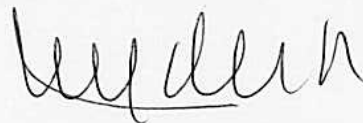
Article 1

The Agreement for Cooperation between EUROCONTROL and the Kingdom of Morocco, attached to this Measure, is hereby approved.

Article 2

The Agreement for Cooperation shall be signed on behalf of the Organisation by the Director General of the Agency.

Done at Brussels on ..0.9 1 0 0 7



M. ÁLVAREZ ARZA
President of the Commission

DRAFT AGREEMENT

BETWEEN

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

AND

THE KINGDOM OF MOROCCO

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, Mr. Víctor M. AGUADO,

and

The Kingdom of Morocco, represented by the "Office National des Aéroports" (ONDA), represented by its Director General, Mr. Abdelhanine BENALLOU,

Hereinafter individually or collectively referred to as "the Party" and "the Parties".

Having regard to the EUROCONTROL International Convention relating to Cooperation for the Safety of Air Navigation of 13 December 1960 as amended by the Protocol signed at Brussels 12 February 1981, hereinafter referred to as "the EUROCONTROL Convention" and in particular Articles 2.3(a), 6.3, 7.2, 11 and 12 thereof;

Having regard to the bilateral Agreement between EUROCONTROL and the "Office National des Aéroports" (ONDA) dated 28 October 1997 concerning air traffic flow management;

Having regard to the bilateral agreement between EUROCONTROL and the "Office National des Aéroports" (ONDA) dated 8 February 2001 relating to the billing and collection of route charges;

Having regard to the EUROMED Aviation Project overall objective to contribute to the development of the Euro Mediterranean transport network and to promote economic integration among the Mediterranean partners, through the development of an effective, efficient and sustainable air transport system between EU and the MEDA countries;

Considering the Euro-Mediterranean Aviation Agreement between the Kingdom of Morocco and the European Community and its Member States signed at Brussels on 12 December 2006 and in particular Articles 16 and 27 thereof;

Considering that the Kingdom of Morocco has shown its readiness to align itself with the European air traffic management (ATM) developments and requirements through its membership in the regional AEFMP¹ and the conclusion of the Aviation Agreement with the European Community and its Member States²

¹ Regional ATM cooperation initiative between Algeria, Spain, France, Morocco and Portugal.

² Official Journal of the European Union L386/57 (2006).

Having regard to Measure ...taken on ... by the Permanent Commission concerning the approval of the Agreement for Co-operation between EUROCONTROL and the Kingdom of Morocco;

Considering that it is desirable to establish further cooperation in the field of air navigation;

Have agreed as follows:

Article 1 — Scope

1.1 The subject of this Agreement is to establish the terms and conditions for cooperation in the field of air navigation with the Kingdom of Morocco. This cooperation shall encompass the gradual extension of the Single European Sky to the Kingdom of Morocco.

1.2 This purpose may be achieved by co-operation in the following areas:

- i) Support for the implementation of the Single European Sky (SES);
- ii) The conduct of a safety assessment of the Moroccan air navigation services;
- iii) Airspace restructuring activities;
- iv) Air Traffic Flow Management (ATFM) activities;
- v) Aeronautical Information Management (AIM)
- vi) Co-operation in the technical domain;
- vii) ATM training.

Article 2 — Implementation

2.1 This cooperation shall be implemented through Annexes. Such Annexes shall contain a general description of the cooperation or assistance to be performed, which shall be further detailed in specific Work Programmes which shall be established on an annual basis, in accordance with the procedure in Article 3 below.

2.2 EUROCONTROL shall be entitled to conclude any contracts for the execution of the Annual Work Programmes including outsourcing or sub-contracting in accordance with the Contract Regulations for the EUROCONTROL Organisation in force at that time.

2.3. When certain activities have reached a sufficiently mature level to become operational, a special agreement regarding the operational requirements shall be concluded between EUROCONTROL and the Kingdom of Morocco.

2.4. EUROCONTROL shall not be held responsible for any decision in the operational, technical, financial, legal or managerial fields arising out of the implementation of this Agreement which are taken by the Kingdom of Morocco in the execution of its duties and/or prerogatives.

Article 3 — Joint Committee

3.1 The Parties hereby establish a Joint Committee, It shall review the general functioning of the Agreement as well as the status of the ongoing activities and prepare and agree the Annual Work Programmes, which shall detail the work to be done, the priorities, the resources needed the estimated costs and the duration. The Annual Work Programmes shall be approved in accordance with the formalities established in Article 8.2 below.

3.2 The Joint Committee, which shall be composed of duly authorised representatives nominated by the Parties, shall act by mutual agreement and approve its own rules of procedure.

3.3 The Joint Committee shall meet as and when necessary at the request of both Party, and at least once a year.

Article 4 — Funding

The costs of the co-operation shall be specified in the agreed Work Programmes and shall be charged to the Kingdom of Morocco in accordance with the relevant EUROCONTROL charging policies in force at the date of signature of the present Agreement. In the event of any modifications of these rules by EUROCONTROL's competent authorities during the execution of the present Agreement, the modified rules shall apply.

Article 5 - Rights

Each Party shall provide the other with all the information necessary for the implementation of this Agreement subject to its own rules on exchange of information. Except with the consent of the other Party, neither Party shall disclose any technical or financial detail of this Agreement or any specification, document and/ or any other information acquired in conjunction with the implementation of this Agreement to any person other than a person employed or engaged by them or to any other persons who are officially entitled to handle such information.

Article 6- Liability

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

6.2 Each Party shall indemnify the other and its staff against any action for compensation for loss, damage or bodily injury to third parties, including staff under contract, arising from the performance of this Agreement unless such loss, damage or bodily injury is due to gross negligence or deliberate omission or wrongful misconduct on the part of the other party or its staff.

Article 7 — Intellectual Property Rights

7.1 For the purpose of this Agreement, background information ("Background Information") shall mean all intellectual property rights existing prior to the entry into force of this Agreement and that may be used by EUROCONTROL or ONDA in the implementation of the Agreement. Background Information may belong to EUROCONTROL, ONDA or third parties known to each Party.

7.2 Background Information used for the implementation of this Agreement, will be clearly identified by each Party in the Annual Work Programmes. Background Information shall remain the property of each Party and/or any other titular holders.

7.3 The use of Background Information shall be the subject of special licensing arrangements in writing between EUROCONTROL and ONDA where required. The

use of the Background Information may only be used in connection with the Foreground Information. Depending on the owner of the Background Information, both Parties explicitly reserve the right to request the payment of a royalty fee for the use of Background Information.

7.4 For the purpose of this Agreement, foreground information (Foreground Information”) shall mean all intellectual property rights accruing from the performance of this Agreement (i.e. developed under this Agreement), including modifications to existing software and/or new software which may be developed as well as all documentation produced and/or modified, together with all general results and expert knowledge acquired during the implementation of this Agreement.

7.5 Foreground Information shall be the exclusive property of both Parties who shall be free to use them in the fulfilment of their proper tasks. The Parties shall not dispose of Foreground Information to third parties for commercial reasons without the prior and express written consent of the other.

Article 8 - Amendments

8.1 This Agreement may be amended by mutual consent of the Parties. The details of such amendment shall be made by an instrument in writing of equal formality signed by the duly authorized representatives of the Parties.

8.2 The Annexes to this Agreement may be amended by exchange of letters between the Director General of EUROCONTROL and the Director General of ONDA.

8.3 The Annual Work Programmes may be amended by the Joint Committee with the exception of amendments relating to modifications of the estimated costs which shall be done in accordance with Article 8.2 above.

Article 9 - Dispute Settlement

9.1 Any dispute arising between the Parties relating to the interpretation, application or performance of this Agreement which cannot be settled by direct negotiation or by any other means, shall be referred to arbitration of the Permanent Court of Arbitration in The Hague in accordance with the Optional Rules for Arbitration of the said Court.

9.2 The number of arbitrators shall be three.

9.3 The place of arbitration shall be The Hague. The International Bureau of the Permanent Court of Arbitration shall serve as Registrar, and shall provide such administrative services as the Permanent Court of Arbitration shall direct.

9.4 The decisions of the Permanent Court of Arbitration shall be binding on the Parties to the dispute.

Article 10 - Entire Agreement

This Agreement including its Annexes shall constitute the entire Agreement. In the event of divergence between the Annexes and the Agreement, the Agreement shall prevail.

Article 11 - Entry into Force — Termination

11.1 This Agreement shall enter into force on the day of its signature by both Parties.

11.2 Notwithstanding the provisions of article 11.1 above, the present Agreement may be denounced by either Party subject to giving 6 (six) months prior written notice. The Kingdom of Morocco shall remain liable for full payment of all costs incurred by EUROCONTROL up to date of expiry of the present Agreement so denounced.

11.3 In case of emergency or war, the provisions of the present Agreement may be suspended by either Party.

11.4 This Agreement shall supersede the bilateral Agreement between EUROCONTROL and the "Office National des Aéroports" (ONDA) dated 28 October 1997 concerning air traffic flow management when Annex III is implemented. The bilateral Agreement between the said Parties dated 8 February 2001 relating to the billing and collection of route charges remains in force.

Done at Brussels on....

In two originals in the English and French languages. In the event of inconsistency, the text in the French language shall prevail.

For EUROCONTROL

For the Kingdom of Morocco,

Víctor M. AGUADO
Director General

Abdelhanine BENALLOU
Director General ONDA

ANNEX I
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
(EUROCONTROL)
AND
THE KINGDOM OF MOROCCO

“Support for the implementation of the Single European Sky (SES)”

Article I - Purpose of the Annex

This Annex identifies and defines the objectives of the Parties to establish areas of cooperation for the implementation of the SES regulations and the associated implementing rules (IRs) in the airspace of the Kingdom of Morocco.

Article II - Scope of work

The activities to be provided pursuant to this Annex relates to the following areas:

1. Assist the Moroccan air navigation service provider in meeting the SES Common Requirements (CRs) and in obtaining and maintaining its certification from the National Supervisory Authority (NSA);
2. Support the Moroccan air navigation service provider in the application of the SES Implementing Rules (IRs) i.e. airspace classification, the application of the flexible use of airspace concept, the charging rules and the interoperability IRs.

ANNEX II
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
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THE KINGDOM OF MOROCCO

“Conduct of a safety assessment of the Moroccan air navigation services ”

Article I - Purpose of the Annex

This Annex identifies and defines the objectives of the Parties regarding the conduct of a safety assessment of the Moroccan air navigation services

Article II - Scope of work

The activities to be provided under this Annex relate to the following areas:

1. Undertake an assessment of the safety structures and processes currently in place;
2. Assess the degree of consistency with current European standards and rules for ATM safety (including applicable SES legislation and ESARR requirements).
3. Define the actions required (as necessary) to ensure alignment of safety arrangements with those being planned and implemented within EUROCONTROL Member States
4. Offer advice and guidance (as required) to support the planning and implementation of appropriate safety measures in line with identified objectives.

ANNEX III
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
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“Airspace restructuring activities”

Article I — Purpose of the Annex

This Annex identifies and defines areas for cooperation between the Parties with a view to implementing improvements in restructuring the airspace of Morocco.

Article II — Scope of work

The activities to be performed under this Annex relate to the following areas :

1. The participation of Moroccan representatives in EUROCONTROL airspace groups (ANT, RNDSG), ensuring exchange of information on traffic forecasts and traffic patterns, as a basis for necessary operational improvements.
2. Common development of the Moroccan airspace structure and its interfaces with neighbouring airspace.
3. The development and implementation of more efficient airspace structures and routes in order to:
 - a) for the flow North - South: enhance the flexible use of airspace between Spain, Portugal and Morocco;
 - b) for the flow East - West: support the decongestion of the European airspace by using the Casablanca FIR. This can be achieved by organising common briefing sessions and seminars for the civil and military aviation authorities and airspace users.

ANNEX IV
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
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THE KINGDOM OF MOROCCO

“Air Traffic Flow Management (ATFM) activities”

Article I — Purpose of the Annex

This Annex identifies and defines the objectives of the Parties to establish areas of cooperation in the field of the provision of Air Traffic Flow Management. The activities to be performed under this Annex aim at including the area managed by the Moroccan ATM Service Provider (e.g. Casablanca FIR and its aerodromes) within the CFMU area of responsibility, and hence at providing the related services (Flight plan checking, ATFM etc) within that area.

Article II - Scope of work

The activities to be performed under this Annex relate to the following:

1. Definition and implementation of operational or technical procedures in line with the CFMU Handbook in respect of the current services provided by the CFMU (ATFCM, Flight Plan).
2. Definition and implementation of the relevant exchange of operational ATFM data for the execution of the service;
3. Assistance in the set-up of the necessary organisation and in the transition plan.
4. Provision of appropriate training;
5. Definition and implementation of agreements describing the responsibilities, the operational and technical relationship and the cost of delivering the service.
6. Participation of representatives of the ATM service provider in technical and operational meetings concerning the operations and evolutions of the CFMU.

ANNEX V
TO THE AGREEMENT FOR COOPERATION
BETWEEN
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THE KINGDOM OF MOROCCO

“Aeronautical Information Management (AIM)”

Article I — Purpose of the Annex

This Annex identifies and defines the areas of cooperation between the Parties in the field of the Aeronautical Information Management.

Article II - Scope of work

In the first phase, the activities to be performed under this Annex relate to the following areas:

1. Connection of the Moroccan AIS to the EAD aligned with the Data Provider Agreement.
2. Definition of all required activities and planning to achieve the connection.
3. Training related to EAD implementation and electronic AIP development.
4. Assistance in the uploading to the EAD system of the Moroccan aeronautical information in the appropriate format.
5. Assistance in the transition from manual to automated aeronautical data handling and publication.
6. Participation of representatives of Moroccan AIS staff, to the extent possible, in technical meetings concerning the implementation and development of the EAD.

ANNEX VI
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
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THE KINGDOM OF MOROCCO

“Co-operation in the technical domain”

Article I — Purpose of the Annex

This Annex identifies and defines areas of cooperation between the Parties in order to acquire the following:

- SASS tool;
- ETIC.

Article II — Scope of work

The activities to be performed under this Annex relate to the following:

For the SASS and ETIC tools:

1. The delivery of the software.
2. The provision of the technical specification for the required hardware platform.
3. Assistance during the installation of the tool, training on the tool and on the interpretation of the results.
4. Assistance to maintain the SASS equipment only.

ANNEX VII
TO THE AGREEMENT FOR COOPERATION
BETWEEN
THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION
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AND
THE KINGDOM OF MOROCCO

“ATM Training”

Article I - Purpose of the Annex

This Annex identifies and defines the objectives of the Parties to establish areas of cooperation in the field of training activities.

Article II - Scope of work

The activities to be performed pursuant to this Annex relate inter alia to the following:

- Exchange of information,
- Regular contacts,
- Ad hoc advice on ATM training issues and,
- Participation on some ATM courses.