

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE No. 83/25

*concerning the conclusion of an Agreement for Cooperation between EUROCONTROL and the Department of Transport of Canada*

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 2.1, 7.2, 11.3 and 12 thereof;

Having regard to the common interest of EUROCONTROL and Canada in the field of Air Traffic Management;

HEREBY TAKES THE FOLLOWING MEASURE:

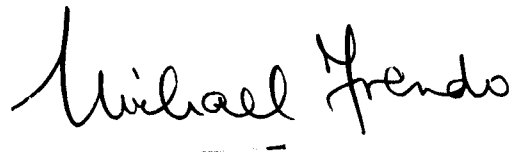
Article 1

The Agreement for Cooperation at annex to this Measure is hereby approved.

Article 2

The Director General is authorised to sign the Agreement for Cooperation and its implementing Annexes on behalf of the Organisation.

Done at Brussels on **01.06.95**



Dr Michael FRENDU  
President of the Permanent Commission

# AGREEMENT FOR COOPERATION

*between*

**THE DEPARTMENT OF TRANSPORT OF CANADA**

*and the*

**EUROPEAN ORGANISATION FOR THE  
SAFETY OF AIR NAVIGATION - EUROCONTROL**

*Whereas,* The Department of Transport of Canada represented by Transport Canada Aviation (TCA) and the European Organisation for the Safety of Air Navigation, hereinafter referred to as EUROCONTROL, have a common interest in the development of international air traffic control systems; and

*Whereas,* Transport Canada Aviation has responsibility to encourage and foster the development of civil aeronautics and air commerce in Canada and abroad; and

*Whereas,* Article 2, paragraph 1, Article 7 paragraph 2, Article 11 paragraph 3 and Article 12 of the EUROCONTROL International Convention Relating to Cooperation for the Safety of Air Navigation, signed in Brussels, December 13, 1960, as amended by the Protocol signed in Brussels, February 12, 1981, authorises it to conclude agreements necessary for the performance of the tasks of the organisation;

*Now therefore,* Transport Canada Aviation and EUROCONTROL, hereinafter referred to as the parties, agree to undertake joint programmes, in accordance with the following understanding and agreements.

## **ARTICLE I: PURPOSE OF AGREEMENT**

- A. The purpose of this Agreement is to establish an umbrella agreement for mutual cooperation in the area of civil aviation
- B. This purpose may be achieved by cooperation in any of the following areas:
  - The exchange of information regarding programmes and projects, research results or publications.
  - The execution of joint analyses.
  - The exchange of scientific and technical personnel.
  - The coordination of research and development programmes and projects, and their execution based on shared effort.

- The exchange and/or purchase of specific equipment and systems for research activities and compatibility studies.
  - The joint organisation of symposia or conferences.
- C. This Agreement supersedes the agreement between The Department of Transport of Canada and EUROCONTROL signed October 18, 1977.

**ARTICLE II: FUNDING**

- A. Transport Canada Aviation and EUROCONTROL will each assume the cost of work to be done by it, in accordance with specific tasks identified in the annexes to this Agreement.
- B. If Transport Canada Aviation or EUROCONTROL elect to utilise specialised research institutes or industry to accomplish work under this Agreement, a description, costs and funding (including co-financing) of such projects will be detailed in the relevant annex to this Agreement, updated as needed and agreed to by the parties.

**ARTICLE III: IMPLEMENTATION**

- A. This Agreement shall be implemented through annexes, which when mutually agreed by both parties, shall become part of this Agreement.
- B. A joint review of the programmes status of ongoing activities, which are the subject of annexes to this Agreement, will be conducted at least once each year by the parties.

**ARTICLE IV: EXCHANGE OF PERSONNEL**

Under this Agreement and as identified in the annexes to this Agreement, an exchange of technical personnel (including specialised research institute or industry personnel) may be undertaken as required to pursue the activities described in the annexes. Such personnel will accomplish work as mutually agreed upon by the parties in the annexes. Administrative support provisions for personnel being exchanged shall be delineated in each appropriate annex.

**ARTICLE V: EQUIPMENT AND LOAN ARRANGEMENTS**

Equipment may be loaned or exchanged by the parties in the annexes to this Agreement. Such equipment will be identified in each appropriate annex. With respect to the exchange of equipment, the following general provisions apply unless otherwise specified in the annexes:

- A. The lender will identify the value of the equipment, and at its own expense, transport the equipment to the borrower's designated receiving location.
- B. The borrower will assume custody and possession of said equipment upon its delivery to the designated receiving point.
- C. The borrower assumes responsibility for installation of equipment at the borrower's location.
- D. Upon completion of use or expiration or termination of the pertinent annex or the Agreement, the borrower will return the equipment to the lender at the borrower's expense. The equipment will remain in the custody of the borrower until returned to the lender's designated receiving point.
- E. The party shipping the equipment will assist in securing export licences and other documents with respect to the equipment.
- F. The lender will assist the borrower in locating sources of supplies for common items and parts peculiar which are not readily available to the borrower.
- G. The borrower will place and install equipment in accordance with the agreed programme plan, as shown in the relevant annex.
- H. The borrower will operate and maintain equipment in proper condition during the period of the loan, will ensure operability of the equipment, and will permit inspection by the lender at any reasonable time.
- I. In the event of loss or damage of any equipment loaned under this Agreement, and for which the borrower has assumed custody and possession, the borrower agrees to compensate the lender for value of items lost or damaged.
- J. Any equipment exchanged under this Agreement shall be solely for research or development purposes and shall not be used in any way whatsoever for active civil aviation or other operational use.
- K. Any transfers of technology, equipment or other items pursuant to this Agreement shall be subject to the applicable laws and policies of the parties.

**ARTICLE VI: CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

- A. Except as otherwise provided, no party shall disclose any information, including but not limited to software information, exchanged in connection with this Agreement to any person other than those employed by them or officially entitled to handle such information nor use it for commercial purposes. Such disclosure shall extend so far only as may be necessary for the purpose of this Agreement and shall be in strict confidence.

- B. Each party shall retain the property and commercial rights in its software, equipment and documentation. Developments jointly made or financed will be dealt with on a case by case basis.
- C. Except as otherwise provided, either party shall have the right to use free of charge for the fulfilment of its tasks, the software, equipment and documentation which will be exchanged under this Agreement.

**ARTICLE VII: LIAISON**

The channel of communication for achieving the desired cooperation under this agreement will normally be between the Director General, Air Navigation System (DGANS) of Transport Canada Aviation and the Director General of EUROCONTROL. Technical programme liaison will be established as indicated in the annexes for specific activities.

**ARTICLE VIII: AMENDMENTS**

This Agreement or its annexes may be amended by mutual consent of the parties, after all necessary approvals are obtained, to provide for expansion of requirements. Any changes in the services furnished or other provisions shall be formalised by an appropriate written amendment, signed by both parties, which shall outline the nature of the change.

**ARTICLE IX: RESOLUTION OF DISAGREEMENTS**

Any disagreement regarding the interpretation or application of this Agreement or its annexes will be resolved by consultation between the two parties and will not be referred to any international tribunal or third party for settlement.

**ARTICLE X: EFFECTIVE DATE AND TERMINATION**

This Agreement shall become effective upon signature of both parties and will remain in effect until terminated. This Agreement may be terminated at any time by either party by providing sixty (60) days notice in writing to the other party.

**ARTICLE XI: AUTHORITY**

Transport Canada Aviation and EUROCONTROL agree to the provisions of this Agreement as indicated by the signature of their duly authorised representatives.

*for* **THE DEPARTMENT OF  
TRANSPORT OF CANADA**

*for* **THE EUROPEAN ORGANISATION  
FOR THE  
SAFETY OF AIR NAVIGATION**

**By:**

**Title:**

**Date:**