

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE No. 84/34

concerning the approval of a Memorandum of Cooperation between EUROCONTROL and the Civil Aviation Administration of the Republic of Iceland

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 6.3, 7.2, 11 and 12 thereof;

Having regard to the common interest of EUROCONTROL and the Republic of Iceland in the area of civil aviation and the desirability of establishing cooperation between the two parties in this respect;

HEREBY TAKES THE FOLLOWING MEASURE:

Article 1

The Memorandum of Cooperation at annex to this Measure is hereby approved.

Article 2

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

Done at Brussels on **21. 10. 96**



Adamos ADAMIDES
President of the Permanent Commission

MEMORANDUM OF COOPERATION
BETWEEN THE
CIVIL AVIATION ADMINISTRATION
MINISTRY OF COMMUNICATIONS
REPUBLIC OF ICELAND

AND THE

EUROPEAN ORGANISATION FOR THE
SAFETY OF AIR NAVIGATION (EUROCONTROL)

WHEREAS, the Civil Aviation Administration of Iceland referred to as the ICAA, represented by its Director General and the European Organisation for the Safety of Air Navigation, hereinafter referred to as EUROCONTROL, represented by its Director General have a common interest in the field of Air Traffic Management;

and

WHEREAS, Article 2.1, Article 6.3, Article 7.2, Article 11 and Article 12 of the EUROCONTROL International Convention relating to Cooperation for the Safety of Air Navigation, signed in Brussels on 13 December 1960, as amended by the Protocol signed in Brussels on 12 February 1981, authorises it to conclude agreements necessary for the performance of the tasks of the Organisation;
Having regard to Measure N° of the Permanent Commission of, concerning the approval of this Memorandum of Cooperation;

NOW THEREFORE, ICAA and EUROCONTROL, hereinafter referred to as “the parties”, agree as follows:

ARTICLE I - PURPOSE OF MEMORANDUM

- A. The purpose of this Memorandum of Cooperation (MOC) 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 experiments, simulations and 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.

ARTICLE II - FUNDING

- A. The ICAA 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 MOC.
- B. If the ICAA or EUROCONTROL elect to utilise specialised research institutes or industry to accomplish work under this MOC, a description, costs and funding (including co-financing) of such projects shall be detailed in the relevant annex to this MOC, updated as needed and agreed to by the parties.

ARTICLE III - IMPLEMENTATION

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

ARTICLE IV - EXCHANGE OF PERSONNEL

Under this MOC and as identified in the annexes to this MOC, 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. Such 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 MOC. 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:

- The lender will identify the value of the equipment, and at its own expense, transport the equipment to the borrower's designated location.
- The borrower will assume custody and possession of said equipment upon its delivery to the designated receiving point.
- The borrower assumes responsibility for installation of equipment at the borrower's location.
- Upon completion of use or expiration or termination of the pertinent annex or the MOC, 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.

- The party shipping the equipment will assist in securing export licenses and other documents with respect to the equipment.
- The lender will assist the borrower in locating sources of supplies for common items and in particular those parts which are not readily available to the borrower.
- The borrower will place and install equipment in accordance with the agreed programme plan, as shown in the annex.
- 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.
- In the event of loss or damage of any equipment loaned under this MOC, and for which the borrower has assumed custody and possession, the borrower agrees to compensate the lender for value of items lost or damaged;
- Any equipment exchanged under this MOC shall be solely for research or developmental purposes and shall not be used in any way whatsoever for active civil aviation or other operational use.
- Any transfers of technology, equipment, or other items pursuant to this MOC shall be subject to the applicable laws and policies of the parties.

ARTICLE VI - CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

Except as otherwise provided, no party shall disclose any information, including but not limited to software information, exchanged in connection with this MOC 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 MOC and shall be in strict confidence.

ARTICLE VII - LIAISON

The channel of communication for achieving the desired cooperation under this MOC will normally be between the Director General of the ICAA and the Director General of EUROCONTROL. Technical programme liaison will be established as indicated in the annexes for specific activities.

ARTICLE VIII - AMENDMENTS

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

ARTICLE XI - AUTHORITY

The ICAA and EUROCONTROL agree to the provisions of this MOC as indicated by the signature of their duly authorised representatives.

FOR
THE EUROPEAN ORGANISATION
FOR THE SAFETY OF
AIR NAVIGATION

FOR
THE CIVIL AVIATION ADMINISTRATION
MINISTRY OF COMMUNICATIONS
REPUBLIC OF ICELAND

BY: _____
Yves LAMBERT

BY: _____
Thorgeir PALSSON

TITLE: Director General
EUROCONTROL

TITLE: Director General of
Civil Aviation

DATE: _____

DATE: _____