

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE N° 84/37

concerning the conclusion of a Special Agreement between EUROCONTROL and the Department of Civil Aviation, Malta, for the provision of advisory services relating to the upgrade of the existing Maltese Air Traffic Management System

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, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 2.2.(a), 6.3, 7.2. and 11 thereof;

on the proposal of the Committee of Management;

HEREBY TAKES THE FOLLOWING MEASURE :

1. The Agreement with the Department of Civil Aviation, Malta, at annex to this measure, is hereby approved.
2. The Director General is authorised to sign the Agreement on behalf of the Organisation.

Done at Brussels on **12. 11. 96**



Adamos ADAMIDES
President of the Permanent Commission



AGREEMENT

between the

European Organisation for the Safety of Air Navigation (EUROCONTROL)

and the

DEPARTMENT OF CIVIL AVIATION, MALTA

for the provision of Advisory Services relating to

the upgrade of the existing Maltese Air Traffic Management System

The European Organisation for the Safety of Air Navigation (EUROCONTROL) established by the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation as amended at Brussels in 1981, represented by its Director General, Mr. Y. Lambert,

hereinafter referred to as "EUROCONTROL",

and

The Department of Civil Aviation, Malta, represented by the Director General, Mr S. V. Fenech

hereinafter referred to as the "DCAM"

HAVING REGARD to Articles 2.2(a), 6.3, 7.2, 11 and 12 of the EUROCONTROL International Convention relating to Co-operation 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,

HAVING REGARD to Measure N° of the Permanent Commission concerning the conclusion of a Special Agreement between EUROCONTROL and the Department of Civil Aviation, Malta, for the provision of advisory services relating to the upgrade of the existing Maltese Air Traffic Management System;

HAVE AGREED AS FOLLOWS :

Article 1 - Subject

In order to allow the DCAM to assess the implications and requirements which would be required to upgrade the existing Maltese Air Traffic Management System (ATM System) to meet the common standards required by the European Air Traffic Control Harmonisation and Integration Programme (EATCHIP) and the objectives of the Convergence and Implementation Plan (CIP), EUROCONTROL shall provide Advisory Services in the form of Operational and Technical assistance along the terms set out hereunder and in Annexes 1 and 2.

Article 2 - Services to be provided

- 2.1. The services to be provided by EUROCONTROL are detailed in the Specifications attached as Annex 1.
- 2.2. EUROCONTROL shall be responsible for the proper performance of these Advisory Services and their effectiveness. The DCAM shall be responsible for making the necessary decisions and to perform the DCAM activities described in Annex 1 to the present Agreement. Services provided by EUROCONTROL in the framework of the present Agreement shall meet the requirements of the DCAM and shall be in line with the EATCHIP and CIP objectives.
- 2.3. EUROCONTROL shall not, however, be held responsible for any decision in the operational, technical, financial and or managerial field which have been taken solely by the DCAM in the execution of its duties and or prerogatives.

Article 3 - Outsourcing and Subcontracting

EUROCONTROL shall be empowered to conclude any contracts required for the execution of the present Agreement, with the consent of the DCAM, including outsourcing or subcontracting in accordance with the Contract Regulations for the EUROCONTROL Organisation in force at that time.

Article 4 - Costs

- 4.1. Costs incurred by EUROCONTROL for the implementation of the present Agreement shall be borne by the DCAM and the necessary funds shall be made available to EUROCONTROL as provided for in Article 5 below.
- 4.2. The cost for the implementation of the present Agreement has been estimated at 41,093 ECU. This estimate is based on the most realistic information available at the time of drawing up the present Agreement and upon the current rules governing the costing of the supply of services by EUROCONTROL. Details are included in the cost estimate at Annex 2.

EUROCONTROL shall be free to modify the allotment of funds laid down in Annex 2 whenever required for the implementation of the present Agreement.

The above mentioned cost-estimate is subject to revision in accordance with the conditions set out in paragraph 4.3.4. hereunder.

- 4.3. The following charging arrangements based on the principle of non-profit making shall apply :
 - 4.3.1. The charges related to the supply of EUROCONTROL's own effort and services shall be costed in accordance with the cost price reimbursement rules as approved by the competent authorities of EUROCONTROL and shall be in conformity with the provisions of the Staff Regulations governing the officials of the EUROCONTROL Agency.
 - 4.3.2. All costs related to the supply of equipment and/or effort and services by third parties under contract shall be charged. The charge shall be determined inclusive of turn over tax (VAT), where applicable.
 - 4.3.3. Administrative overhead costs will not be charged.
 - 4.3.4. The charging arrangements as set above are based on the currently valid rules governing the costing of the supply of services by EUROCONTROL.

In the event of any alterations of these rules by EUROCONTROL's competent authorities (i.e. Permanent Commission, Committee of Management), during the implementation of the present Agreement, the modified rules shall apply to the present Agreement as from the date of their coming into effect provided that agreement is reached between the Contracting Parties in accordance with Article 10 below.

Article 5 - Payment and Financial Management

- 5.1. There shall be no pre-financing of any kind by EUROCONTROL.
- 5.2. The funds shall be made available by the DCAM to EUROCONTROL through a Special Annex to the EUROCONTROL Budget.
- 5.3. In order to enable EUROCONTROL to commence tasks subject of the present Agreement, the DCAM binds itself to remit the sum of 8,000 ECU to EUROCONTROL at the latest at the coming into force of the present Agreement.
- 5.4. EUROCONTROL shall request further instalments every 3 months from the DCAM as the implementation of the present Agreement progresses.
Payment shall be made within a period of 60 days beginning from the date the invoice has been issued.
- 5.5. Any delay in the payment of the amounts due according to paragraphs 3 and 4 of this Article shall give rise to the payment of interest, on arrears calculated on the basis of the ECU rate. Each day's delay beyond the periods mentioned in paragraphs 3 and 4 of this Article shall be calculated as 1/360 of a year. The ECU interest rate shall be that applicable to the appropriate 3-month term deposits published by the Statistical Office of the European Communities (EUROSTAT) in its monthly journal "ECU-EMS Information".

- 5.6. The DCAM shall communicate to EUROCONTROL the appropriate payment services and EUROCONTROL shall communicate to the DCAM the appropriate bank details.
- 5.7. The financial management of the present Agreement shall be executed in accordance with the provisions of the Financial Regulations of the EUROCONTROL Agency. A final statement of account shall be submitted to the DCAM within a period of 6 months after the completion of the present Agreement.
- 5.8. The DCAM shall be authorised to scrutinise the relevant accounts on request.

Article 6 - EUROCONTROL Staff

- 6.1. EUROCONTROL staff assigned to the DCAM for the implementation of the present Agreement shall remain subject to the Staff Regulations governing the officials of the EUROCONTROL Agency.
- 6.2. The DCAM shall provide office accommodation and normal administrative support (e.g. the use of telephone/telefax facilities for official purposes and secretarial support etc.)

Article 7 - Legal Liability

- 7.1. Each Contracting Party 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 the present Agreement, where such loss, damage or bodily injury is not due to grave negligence or deliberate wrongful act or omission on the part of the other contracting party or its staff.
- 7.2. Each Contracting Party shall indemnify the other and its staff against any action for compensation for loss, damage or bodily injury to third parties, including their own staff or any staff under contract, arising from the performance of the present Agreement, where such loss, damage or bodily injury is not due to grave negligence or deliberate wrongful act or omission on the part of the other Contracting Party or its staff.
- 7.3. Staff of each Contracting Party to the present Agreement shall observe the laws of the respective host country and the rules relating to the conduct of foreigners.

Article 8 - Rights and Properties

- 8.1. Any copyrights, royalties and present or future legal rights relating to property - whether tangible or intellectual - accruing from the performance of the present Agreement shall be the exclusive property of the parties to the present Agreement who shall not dispose of them to third parties for commercial reasons without the prior and express written consent of the other.
- 8.2. All modifications to software or new software which may be developed and to documentation produced, together with all general results and expert knowledge acquired during the implementation of the present Agreement, shall be the property of both parties who shall be free to use them in the fulfilment of their proper tasks.

Article 9 - Confidentiality

- 9.1. Except with the prior consent of the other Contracting Party neither Contracting Party shall disclose technical or financial details of the present Agreement, or specifications, documents or any other information acquired in connection with its implementation to any person other than a person employed or engaged by them, or to any other persons officially entitled to handle such information (e.g. Maltese Ministries and any other Governmental body that has a connection with the ATM Improvement Programme).
- 9.2. Any disclosure to any person permitted under paragraph 9.1 above shall be in strict confidence and shall extend so far only as may be necessary for the purpose of the present Agreement.

Article 10 - Amendments to the present Agreement

- 10.1. The present Agreement may be amended or modified only by an instrument in writing of equal formality, signed by the duly authorised representatives of both Contracting Parties.
- 10.2. Any amendment to the Annexes, with the exception of the total estimated cost stated in Annex 2 and in Article 4.2. above - which will require the formal approval of the duly authorised representatives of both Contracting Parties, may be made by formal exchange of letters between the Director General of the DCAM and the Director General of EUROCONTROL.
- 10.3. The Annexes shall constitute an integral part to the present Agreement.

Article 11 - Settlement of Disputes

Any dispute which may arise between the Contracting Parties to the present Agreement relating to its interpretation or application or of its Annexes and which it has not been possible to settle by direct negotiation or by any other method, the provisions of Article 31 of the amended EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation shall apply.

Article 12 - Date of Entry into Effect and Duration

- 12.1. The present Agreement shall enter into force on the day of its signature by both Contracting Parties.
- 12.2. The present Agreement shall remain in force until declaration by both Contracting Parties that its objective has been met successfully.
- 12.3. Notwithstanding the provision of Article 12.2 above, the present Agreement may be terminated by both parties subject to giving six (6) months' prior written notice. The DCAM remains liable for full payment of all costs incurred by EUROCONTROL up to the termination of the present Agreement.
- 12.4. In case of emergency or war the provisions of the present Agreement may be suspended by either Contracting Party.

Done, in Brussels, on

for EUROCONTROL

Done, in Malta, on

for the Department of Civil
Aviation, Malta (DCAM)



ANNEX 1 to the
AGREEMENT
between the
European Organisation for the Safety of Air Navigation (EUROCONTROL)
and the
DEPARTMENT OF CIVIL AVIATION, MALTA
for the provision of Advisory Services relating to
the upgrade of the existing Maltese Air Traffic Management System

1. Introduction

This Annex describes the Advisory Services to be provided by EUROCONTROL and the required activities of the DCAM relating to an upgrading of the Maltese ATM system. The modalities of Advisory Services to be provided are covered in paragraphs 2.1.1 to 2.1.5 below.

2. Scope of the Work Programme

2.1. The Work Programme will include :-

2.1.1. To be provided free of charge in accordance with EUROCONTROL's current charging policy

(i) Tripartite discussions and negotiations between the staff of DCAM, Alenia, and EUROCONTROL to agree the content of the Detailed Functional Specification (DFS) for the upgrading of the existing Operational Display System (ODS) in two stages, namely the "Interim" and "Final" Systems by means of "Step-by Step" inclusion of increasingly complex ATM features during the transition period up to completion of the final system.

(ii) Assistance to the DCAM in setting up the necessary infrastructure to assure the correct and reliable operation of the new systems both at the Radar Site and at Operational Centre Level. This may include inter alia, advice on operating and maintenance procedures, maintenance equipment and working environment (list not exhaustive).

(iii) Assistance to the DCAM in establishing revised ACC, APP and Tower and Apron Operating Procedures. Where necessary, EUROCONTROL shall advise the DCAM on the actions necessary to align the capabilities of the equipment under procurement with the relevant EUROCONTROL advisory documents (ODID IV, for example) and the revised ATC operating procedures foreseen for the Maltese FIR. Advice shall also be given on the training and certification procedures to be applied to the existing or to be trained DCAM operational staff.

2.1.2. To be provided on a cost recovery basis in accordance with EUROCONTROL's current charging policy

(i) Assistance to the DCAM in all post - Detailed Functional Specification (DFS) actions related to the implementation and bringing into service of the new ATM System. This may include Installation Inspections, Factory Acceptance Tests (FAT), Site Acceptance Tests (SAT), Functional Tests and any other actions leading up to these tasks. It will also include Technical and Operational Evaluation actions other than those related to the Evaluation Tasks carried out by EUROCONTROL using the RASS - Tools.

- 2.1.3. If subsequently requested, and mutually agreed, assistance to the DCAM in other aspects and enhancements to the Maltese ATM Improvement Programme as foreseen in the CIP for Malta and with particular respect to ATC facilities. Therefore, these activities will also include as appropriate, the planning, specifying and implementation of all system elements, including assistance in the Factory Acceptance Tests (FAT), Installation, Site Acceptance Tests (SAT), Functional Tests using, *inter alia*, EUROCONTROL RASS tools, and an Operational Evaluation also using RASS Tools.

3. Organisational Aspects

- 3.1. The Project Manager for EUROCONTROL will be the Director EATCHIP Implementation. The Project Leader will be Head of Division DEI.1 (EUROCONTROL Advisory Service), supported as required by the operational and technical experts of the appropriate services of EUROCONTROL
- 3.2. The Terms of Reference of the Steering Group are appended as Annex 1/1. Further, the terms of reference of the Operational and Engineering Working Groups deemed necessary are appended as Annexes 1/2 and 1/3 to this document.

ANNEX 1/1

EUROCONTROL

DEI-I/EAS/MAL/SPA

Division DEI-I
EUROCONTROL Advisory Service

TERMS OF REFERENCE
STEERING GROUP
(REVISION No.2 of 04/01/96)

The Steering Group will be composed of Senior Officials of the DCAM and EUROCONTROL outlined below; they will meet to:

- a) Manage and review the overall work programme;
- b) ensure the general supervision of the work performed by the Working Groups within the framework of the joint Malta-EUROCONTROL activities;
- c) establish further Sub-Groups, as required;
- d) ensure full co-ordination at management level with all the services concerned in the respective administrations.

Composition:

DCAM: Mr. S.V. Fenech, Director General
Mr. J. Sultana, Director Operations

EUROCONTROL: Mr. C. McNamee, Director EATCHIP Implementation
Mr. W. Bodenstein, Head of DEI.1/EAS Division
Mr. A. Talboom, Malta Project Leader, AHOS5,
DEI.1/EAS (as and when required)

Note: The Chairman will be provided by the Administration hosting meeting.
The Secretariat will be provided by EAS.

Timescale: The Steering Group will meet at least twice a year in Malta or Brussels.

ANNEX 1/2

EUROCONTROL

DEI-I/EAS/MAL/SPA

Division DEI-I
EUROCONTROL Advisory Service

TERMS OF REFERENCE **OPERATIONS WORKING GROUP (WGI)** (REVISION No.2 of 04/01/96)

Terms of Reference

WG I will be composed of the DCAM and EUROCONTROL experts outlined below; they will be responsible for:

- a) Establishing close cooperation between the DCAM and EUROCONTROL to amend the Outline Operational Plan (OOP) for the new Malta ATC system in accordance with the agreed timescale and the objectives of EATCHIP;
- b) Ensuring that the defined operational requirements of the new Malta ATC system are achieved and that their alignment with the EATCHIP objectives is maintained;
- c) Providing Operational Planning Notes which define in detail, specific operational requirements outlined in the OOP. These notes will be used as a direct input to the good running of the project, and will, where necessary, amend the OOP;
- d) Validating the Detailed Functional Specifications (DFS) of the new system(s) to ensure their compliance with the OOP in joint sessions with the Engineering Working Group. The Engineering Working Group will be split into two sub-groups, namely: Sensors Sub-group (WG 2/1) and Systems Sub-group (WG 2/2).
- e) Providing assistance, as required, in the production of contract specifications;
- f) Providing assistance, as required, with actions leading to the operational implementation of the system; this will include definition of the Detailed Functional Specifications (DFS) document production (together with DCAM and the contractors), the supervision of system production including Factory Acceptance Tests (FAT) and on-site installation, the definition and the conduct of functional tests for provisional acceptance (SAT) and the conduct/supervision of technical and operational evaluations according to internationally agreed practices and using the Agency RASS (Radar Analysis Support System) tools;
- g) Undertaking any other activities as directed by the Steering Group.

Composition:

DCAM Mr. J. Sultana, Director Operations
 Mr. L. Fenech, SATCO

EUROCONTROL: Mr. D. Spragg, Chairman
 Mr. J. Wade, Operational matters

Start Date: Upon signature of the present Agreement

ANNEX 1/3

EUROCONTROL

DEI-I/EAS/MAL/SPA

Division DEI-I
EUROCONTROL Advisory Service

TERMS OF REFERENCE
ENGINEERING WORKING GROUP (WG2)
(REVISION No.2 Of 04/01/96)

Terms of Reference

WG2 will be composed of the DCAM and EUROCONTROL experts, outlined below.
The WG2 is split into two sub-groups, namely:

- i) the WG2/1: Sensors Sub-Group
- ii) the WG2/2: Systems Sub-Group

The responsibility of the members will be as follows:

1. Sensors Sub-Group (WG 2/1)

- a) Establishing Detailed Functional Specifications for the new Terminal Area Radar (TAR) System (PSR and MSSR) at Luqa, Malta in accordance with the agreed timescale. These specifications will be used as the basis for the supply of the TAR system;
- b) ensuring that the operational requirements contained in the Outline Operational Plan, supplemented by Operational Planning Notes and the DFS are met in all technical requirements of the sensor components of the new systems; these technical requirements will reflect the existing EUROCONTROL Specifications and Standards and, in particular, the EATCHIP objectives and requirements defined in the CIP documents;
- c) providing assistance, as and when required, in the production of contract specifications (i.e. the Detailed Functional Specification - the DFS);
- d) providing assistance, as and when required, with actions leading to the operational implementation of the system; this will include definition of the DFS document, the supervision of system production including Factory Acceptance Tests (FAT) and on-site installation, the definition and the conduct of functional tests for provisional acceptance (SAT), including radar system evaluations using the RASS-P and RASS-PDP tools, the definition and conduct of technical tests and participation in operational evaluations according to internationally agreed practices.
- e) undertaking any other activities as directed by the Steering Group.

2. Systems Sub-Group (WG 2/2)

- a) Establishing Detailed Functional Specifications (DFS) for:
 - i) the new Terminal Area Radar (TAR) System in accordance with the agreed timescale. RDPS/FPPS/ODS system, also in accordance with the agreed timescale;
 - ii) the upgrading of the Area Control Centre/Approach Control Centre

These DFS documents will be used as the basis for the supply of the system:

- b) ensuring that the operational requirements contained in the Outline Operational Plan, supplemented by Operational Planning Notes and the DFS are met in all technical requirements of the system components (RDPS/FPPS/ODS) of the new Centre systems; these technical requirements will reflect the existing EUROCONTROL Specifications and Standards and, in particular, the EATCHIP objectives and requirements defined in the CIP documents;
- c) providing assistance, as and when required, in the production of contract specifications (i.e. the DFS);
- d) providing assistance, as and when required, with actions leading to the operational implementation of the system; this will include definition of the DFS document, the supervision of system production including Factory Acceptance Tests (FAT) and on-site installation, the definition and the conduct of functional tests for provisional acceptance (PAT), the definition and the conduct of technical and operational tests and participation in operational evaluations, according to internationally agreed practices.
- e) undertaking any other activities as directed by the Steering Group.

Composition:

DCA, Malta (DCAM): Major A. Abela, Head of Communications
(WG1 and WG2) Engineering (Chairman)

Mr. R. Galea, Deputy Head of
Communications Engineering

EUROCONTROL: Mr. A. Talboom, DEI-1/EAS,
WG2/1 AHOS5, (Malta Project Leader)

Mr. A. Papavramides, DEI-1/EAS

WG2/2 Mr. D. Spragg, DEI-1/EAS

Mr. J. Wade, DEI-1/EAS

Start Date: **Upon signature of the present Agreement**



ANNEX 2 to the
AGREEMENT
between the
European Organisation for the Safety of Air Navigation (EUROCONTROL)
and the
DEPARTMENT OF CIVIL AVIATION, MALTA
for the provision of Advisory Services relating to
the upgrade of the existing Maltese Air Traffic Management System

DETAILS OF COSTS

ANNEX 2/1

Revised Estimate of Effort Required for Assistance Services to the Department of Civil Aviation, Malta (Year 1996)

Sub Project	Duration (Months)	Actions Foreseen	Effort (Man-Weeks)		
			EAS	Other Divisions	Outsourcing (Contractors)
Radar Implementation	3	Review SAT Scripts Review FAT Scripts Participation in FAT Participation in SAT	2		
Centre Implementation	10	Review SAT Scripts Review FAT Scripts Participation in FAT	2		1
NMI	10	Reviewing of NMI Interface Revision of Operational Procedures	2		1
Entry into Operational Service	2	Integration of New Systems Operational Evaluation	2		2
		Total	8		4

ANNEX 2/2

EUROCONTROL

Department of Civil Aviation, Malta (Year 1996)

FOR ASSISTANCE SERVICES TO THE DEPARTMENT OF
CIVIL AVIATION, MALTA (YEAR 1996)

Agreement: MALTA

Period: 8 Man/Weeks = 40 days at 7.5 hours = 300hours

Outsourcing: 4 Man/Weeks

Service: Headquarters

without internal taxes

ECU valid for the year 1996

1 ECU = FB 38.2666

GRADE	TIME & HOURLY COSTS		FB	ECU
A5	300	hours at 2,409.26	722,778	18,888
Outsourcing	4	weeks at 114,799	459,196	12,000
Total costs:			1,181,974	30,888

**Forecast
21/03/96**

- salary 03/96 (scale 01/95)

Project: **MALTA**

ANNEX 2/3

Period: 01.04.-
31.12.1996

**Revised Mission Costs for EAS Effort
for DCA, Malta**

All amounts obtained from the Mission
office

Mis.	Date	duration/ days	Destination	Subject	Names	daily allowance/ per day	Travelling expenses per mission/ per person	daily allowance/ per Mission/ per Person	Total costs per Mission	Total FB	Total ECU
6	JULY '96	5	Malta X	Functional Tests 1st Phase New ACC/APP	DS,JW	5139	14740	21895	36635	73270	1915
7	OCT '96	5	Rome X	Factory Inspection Phase 2 Hardware	TT,TP	5615	48520	28075	76595	153190	4003
8	JULY '96	5	Malta X	Technical Appraisal/Partial SAT	TT or TP	5139	14740	21895	36635	36635	957
9	AUG '96	5	Malta X	1st Phase New ACC/APP Operational Trials	DS,JW	5139	14740	21895	36635	73270	1915
10	AUG '96	5	Malta X	Post Operational Trials Implementation Debriefing	DS,TT	5139	14740	21895	36635	73270	1915
		5 days = 4 nights and 1 day		X Indicates that these are implementation actions covered under the terms of reference of the present Agreement		Travelling costs for Missions under the terms of ref. of the present Agreement are only calculated Brussels/ London/ Brussels					
Total Agreement											10705

ANNEX 2/4

Total costs related to the present Agreement between the Department of Civil Aviation, Malta (DCAM) and the European Organisation for the Safety of Air Navigation (EUROCONTROL)

1.	Personnel Costs:	30,388 ECU
2.	Mission Costs:	10,705 ECU
	Total:	41,093 ECU