

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE N° 85/49

authorising the Agency to open negotiations and conclude agreements relating to the provision of Advisory Services by EUROCONTROL (EAS) to Member States and to ECAC States who have signed the Bilateral Agreement relating to EATCHIP

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

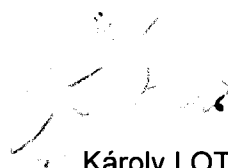
Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 2.2.(a), 2.3.(a), 7.2 and 11.3 thereof;

on the proposal of the Committee of Management;

HEREBY TAKES THE FOLLOWING MEASURE:

1. The Agency is delegated authority to open negotiations and to conclude agreements relating to the provision of advisory services by the Organisation to Member States and to ECAC States who have signed the Bilateral Agreement relating to EATCHIP, on the basis of the Model Agreement attached at Annex.
2. The agreements shall be signed on behalf of the Organisation by the Director General of the Agency.

Done at Brussels on **01. 08. 97**



Károly LOTZ
President of the Permanent Commission

**MODEL AGREEMENT relating to
the provision of Advisory Services by EUROCONTROL to Member States
and to ECAC States who have signed the Bilateral Agreement relating to EATCHIP**

MODEL AGREEMENT

for the provision by EUROCONTROL

of Advisory Services relating to ...

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

...

hereinafter referred to as "the ..."

HAVING REGARD to Articles 2.2(a), [2.3(a) in the case of non-Member States who have signed the Bilateral Agreement relating to EATCHIP], 7.2, 11.3 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 of authorising the Agency to open negotiations and conclude agreements relating to the provision of Advisory Services by EUROCONTROL (EAS) to Member States and the ECAC States who have signed the Bilateral Agreement relating to EATCHIP,

HAVE AGREED AS FOLLOWS :

ARTICLE 1

The subject of the present Agreement is the provision by EUROCONTROL of advisory services for..... .

ARTICLE 2

- 2.1. The services to be provided by EUROCONTROL are detailed in the Specifications attached as Annex 1.
- 2.2. The services provided by EUROCONTROL in the framework of the present Agreement shall meet the requirements of the ... 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 has been taken by the ... in execution of its duties and or prerogatives.

ARTICLE 3

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

ARTICLE 4

- 4.1. Costs incurred by EUROCONTROL for the implementation of the present Agreement shall be borne by the ... and the necessary funds shall be made available to EUROCONTROL as provided for in Article 5 below.
- 4.2. The cost of the implementation of the present Agreement has been estimated at XEU. This estimate is based on the most realistic information available at the time of drawing up the Agreement and on the current rules governing the costing of the supply of services by EUROCONTROL. The cost estimate is detailed in 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 shall be subject to revision in accordance with the conditions set out in paragraph 4.3. below.

- 4.3. The following charging arrangements, based on the principle of non-profit making, shall apply.
- 4.3.1. The supply of EUROCONTROL's 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 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 accordingly. The cost shall be determined inclusive of value added tax, where applicable.
- 4.3.3. Managerial and administrative overheads shall not be charged.
- 4.3.4. The charging arrangements as set out above are based on the rules governing the costing of the supply of EUROCONTROL's services applicable at the date of signature of the present Agreement.

In the event of any modification of these rules by EUROCONTROL's competent authorities during the implementation of the present Agreement, the modified rules shall apply, the present Agreement being modified in accordance with Article 10 below.

ARTICLE 5

- 5.1. There shall be no pre-financing of any kind by EUROCONTROL.
- 5.2. The funds shall be made available by the ... to EUROCONTROL through a Special Annex to EUROCONTROL's Budget.
- 5.3. In order to enable EUROCONTROL to commence its work, the ... shall remit the sum of XEU to EUROCONTROL at the latest at the date of entry into force of the present Agreement.
- 5.4. EUROCONTROL shall request further instalments every 3 months from the ... 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 XEU 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 XEU 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 ... shall communicate to EUROCONTROL the appropriate payment services, and EUROCONTROL shall communicate to the ... 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 ... within a period of 6 months after the completion of the present Agreement.
- 5.8. The ... shall be authorised to scrutinise the relevant accounts on request.

ARTICLE 6

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

ARTICLE 7

- 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 omission or wrongful act 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 omission or wrongful act 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

- 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 both Contracting Parties, 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 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 the present Agreement, shall be the property of both Contracting Parties, who shall be free to use them in the fulfilment of their proper tasks.

ARTICLE 9

- 9.1. Except with the prior consent of the other Contracting Party, neither Contracting Party shall disclose any technical or financial detail of the present Agreement, or any specification, document and/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.
- 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

- 10.1. The present Agreement may be modified only by an instrument in writing of equal formality, signed by the duly authorised representatives of both Contracting Parties.
- 10.2. Any modification of 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 ... and the Director General of EUROCONTROL.
- 10.3. The Annexes shall constitute an integral part of the present Agreement.

ARTICLE 11

In the event of a dispute arising between the Contracting Parties to the present Agreement concerning the interpretation and/or application thereof which cannot be settled through direct negotiation or in any other manner, 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

- 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 paragraph 12.2. above, the present Agreement may be terminated by either Contracting Party subject to giving 6 months' prior written notice. The ... remains liable for full payment of all costs incurred by EUROCONTROL up to the expiry 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 at _____, on _____

in two originals in the _____ language.

For EUROCONTROL

The Director General

Y. LAMBERT

For the ...

The Director General

...