

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE N° 85/50

concerning the conclusion between EUROCONTROL and the National Air Navigation Authority of a Special Agreement relating to the provision by EUROCONTROL of advisory services for the modernisation of the air traffic control system of the People's Democratic Republic of Algeria.

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION :

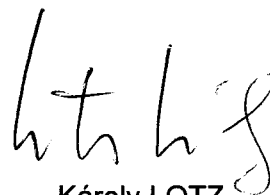
Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 2.3.(a), 6.3, 7.2 and 11 thereof;

at the proposal of the Committee of Management;

TAKES THE FOLLOWING MEASURE :

1. The Agreement with the National Air Navigation Authority, annexed to this Measure, is hereby approved.
2. The Director General is authorised to sign the said Agreement on behalf of the Organisation.

Done at Brussels on **22. 08. 97**



Károly LOTZ

President of the Permanent Commission

**SPECIAL AGREEMENT RELATING TO THE PROVISION
BY EUROCONTROL OF ADVISORY SERVICES FOR
THE MODERNISATION OF THE AIR TRAFFIC CONTROL SYSTEM
OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA**

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 National Air Navigation Authority of the People's Democratic Republic of Algeria, represented by its Director General, Mr M. Benabderrahmane,

hereinafter referred to as "ENNA",

having regard to Articles 2.3.(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° taken by the Permanent Commission on concerning the conclusion of a Special Agreement relating to the provision by EUROCONTROL of advisory services for the modernisation of the air traffic control system of the People's Democratic Republic of Algeria.

HAVE AGREED AS FOLLOWS :

Article 1 **OBJECT**

The object of the present Special Agreement is the provision by EUROCONTROL of advisory services for the modernisation of the air traffic control system of the People's Democratic Republic of Algeria to the extent as detailed in the Specifications attached as Annex 1.

Article 2 **OBLIGATIONS OF THE CONTRACTING PARTIES**

- 2.1 The services to be provided by EUROCONTROL under the present Special Agreement shall meet the requirements of ENNA and shall be in line with the EATCHIP and AEFMP objectives.
- 2.2 EUROCONTROL shall not, however, be held responsible for any decisions of an operational, technical, financial and/or managerial nature taken by ENNA in the execution of its duties and/or prerogatives.

Article 3 **FINANCIAL PROVISIONS**

- 3.1 The costs incurred by EUROCONTROL in the implementation of the present Special Agreement shall be borne by ENNA, who shall make the necessary funds available to EUROCONTROL in the manner provided for in Article 4 below.
- 3.2 The costs required for the performance of the mission covered by the present Special Agreement have been estimated at XEU 407,371. This financial estimate is based on the most realistic information available at the time of conclusion of the present Special Agreement and on the costing criteria currently in force for EUROCONTROL's services. The detailed financial estimate is set out in Annex 2.

EUROCONTROL may, with the approval of ENNA, alter the breakdown of appropriations set out in Annex 2 wherever it deems necessary for the performance of the present Special Agreement. The above amount may be modified in accordance with the conditions set out in paragraph 3.3 below.
- 3.3 The following criteria, based on the principle that no profit shall be made, shall apply to the costing of the services:
 - 3.3.1 The costs in respect of the provision of EUROCONTROL services and staff shall be calculated in accordance with the rules for cost-price reimbursement. They shall include all staff expenditure, including all taxes on staff income, approved by the competent authorities and calculated in accordance with the provisions of the Staff Regulations governing Officials of the EUROCONTROL Agency.
 - 3.3.2 All costs in respect of the supply of equipment and/or staff and services by third parties shall be charged. The amount charged shall include VAT, where applicable.
 - 3.3.3 Administrative costs and overheads shall be payable by ENNA.

- 3.3.4 The charging arrangements defined above shall be based on the costing criteria applicable to EUROCONTROL services on the date of signature of the present Special Agreement.

In the event of modification of the above-mentioned criteria by EUROCONTROL's competent bodies in the course of the performance of the present Special Agreement, the new criteria shall apply from the date on which they take effect, subject to approval by the Contracting Parties in accordance with Article 9 below.

Article 4 PAYMENT CONDITIONS

- 4.1 There shall be no pre-financing of any kind by EUROCONTROL.
- 4.2 The appropriations shall be made available by ENNA to EUROCONTROL in the form of a Special Annex to EUROCONTROL's Budget.
- 4.3 In order to enable EUROCONTROL to commence the tasks defined in the present Special Agreement, ENNA shall undertake to pay an advance of one fifth of the total amount of the Special Agreement no later than 90 days after the date on which the present Special Agreement enters into force. ENNA shall arrange for a documentary credit to cover the balance.

In the event of non-performance of the present Special Agreement, the advance shall be reimbursed, after deduction of the costs already incurred. The advance shall be recuperated by deducting one fifth of the amount from each bill subsequently paid.

- 4.4 EUROCONTROL shall submit further quarterly bills to ENNA as work progresses. Payment shall be made upon submission of invoices and vouchers which, where appropriate, shall be certified by ENNA at the Coordination Group meetings provided for in Article 4 of Annex 1 to the present Special Agreement.

Payment shall be made into EUROCONTROL's bank account (Générale de Banque, account no. 210-0000121-76 XEU, Brussels) within a period of 90 days from the date on which ENNA receives the invoice.

- 4.5 Any delay in the payment of the amounts due pursuant to paragraphs 3 and 4 of this Article shall give rise to the payment of interest on late payment calculated on the basis of the XEU interest rate. The interest for each day's delay beyond the period mentioned in paragraphs 3 and 4 of this Article should be calculated as 1/360th of a year. The XEU interest rate shall be that applicable to 3-month term-deposits published by the Statistical Office of the European Communities (EUROSTAT) in its monthly journal "ECU-EMS Information".
- 4.6 ENNA shall advise EUROCONTROL of the disbursing agency and EUROCONTROL shall inform ENNA of the relevant bank details.

4.7 The financial management of the present Special Agreement shall comply with the provisions of the EUROCONTROL Agency's Financial Regulations. A final statement of account shall be submitted to ENNA within a period of six months following performance of the present Special Agreement.

4.8 ENNA shall be authorised to scrutinise the relevant accounts, if it so requests.

Article 5 ADMINISTRATIVE PROVISIONS

EUROCONTROL staff assigned to the implementation of the present Special Agreement shall remain subject to the Staff Regulations governing Officials of the EUROCONTROL Agency.

Article 6 CIVIL LIABILITY OF THE CONTRACTING PARTIES

6.1 Each Contracting Party shall exonerate the other from all civil liability arising from loss, damage or bodily injury suffered by its staff in connection with the performance of the present Special Agreement, where such loss, damage or bodily injury is not due to gross negligence or a deliberate omission or wrongful act on the part of the other Contracting Party or its staff.

6.2 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 Special Agreement, where such loss, damage or bodily injury is not due to gross negligence or a deliberate omission or wrongful act on the part of the other Contracting Party or its staff.

6.3 The staff of each Contracting Party to the present Special Agreement shall observe the laws of the respective host country and the rules applicable to foreigners.

Article 7 OWNERSHIP OF THE PRODUCTS

7.1 Any copyrights and any other present or future intellectual property or other rights arising from the performance of the present Special Agreement shall be the exclusive property of the Contracting Parties, who shall not dispose of them to third parties for commercial purposes without the prior express written consent of the other party.

7.2 All modifications to existing software and/or new software which may be developed, and all documentation produced and/or modified, and all general results and expertise acquired in the performance of the present Special Agreement shall be the property of the Contracting Parties, who shall be free to use them in the fulfilment of their own tasks without prejudice to the other party.

Article 8 **CONFIDENTIALITY**

- 8.1 Neither Contracting Party shall, without the prior consent of the other, disclose any technical or financial details of the present Special Agreement, or any specifications, documents or other information acquired in connection with its performance, to any natural or legal persons other than those employed or engaged by the Parties who are officially entitled to have knowledge thereof.
- 8.2 Any disclosure of information to persons authorised under paragraph 8.1. above shall be in strict confidence and only to the extent necessary for the purposes of the present Special Agreement.
- 8.3 Paragraphs 8.1 and 8.2 shall apply more specifically to all the numeric topographical data supplied by ENNA for the selection of radar sites. This data shall remain the exclusive property of the National Institute of Cartography (Ministry of National Defence) of the People's Democratic Republic of Algeria.

Article 9 **AMENDMENTS**

- 9.1 Any amendment to the Annexes, with the exception of the comprehensive financial estimate referred to in Article 3.2. above and set out in Annex 2, which requires the formal agreement of the duly authorised representatives of both Contracting Parties, may be made by formal exchange of letters between the Director General of ENNA and the Director General of EUROCONTROL.
- 9.2 The Annexes shall constitute an integral part of the present Special Agreement.

Article 10 **DISPUTES**

- 10.1 Any dispute which may arise between the Contracting Parties regarding the interpretation or application of the present Special Agreement or its Annexes, and which cannot be settled by direct negotiation or by any other method, shall be referred to arbitration at the request of either Party.
- 10.2 To this end, both Contracting Parties shall in each case appoint an arbitrator, and the arbitrators shall agree on the appointment of a third arbitrator. Should one of the Contracting Parties fail to appoint its arbitrator within two months following the date of receipt of the other Contracting Party's request, or should the arbitrators fail to agree within two months on the appointment of the third arbitrator, either Contracting Party may request the President of the International Court of Justice to make the appointments.
- 10.3 The arbitration tribunal shall determine its own procedure.
- 10.4 Each Contracting Party shall bear the cost of its own arbitrator and its representation in the proceedings before the tribunal; costs in respect of the third arbitrator and other costs shall be borne equally by the Contracting Parties. The arbitration tribunal may, however, determine a different apportionment of the costs if it sees fit.
- 10.5 The decisions of the arbitration tribunal shall be binding on the Contracting Parties.

Article 11 ENTRY INTO FORCE, DURATION, TERMINATION

- 11.1 The present Special Agreement shall enter into force on the date of its signature by both Contracting Parties.
- 11.2 The performance deadlines shall be those specified in Annex 1 to the present Special Agreement.
- 11.3 The present Special Agreement is terminated when the Contracting Parties declare that its object has been achieved.
- 11.4 The adoption of products shall follow the procedure set out in Annex 1 of the present Special Agreement.
- 11.5 Notwithstanding the provisions of paragraph 11.3 above, the present Special Agreement may be terminated by either Contracting Party, subject to three months' prior written notice. ENNA shall remain liable for all costs incurred by EUROCONTROL up to the date of termination of the present Special Agreement and EUROCONTROL shall be obliged to provide ENNA with all services due by that date.
- 11.6 In the event of a state of emergency or war, the provisions of the present Special Agreement may be suspended by either Contracting Party.

Done at, on

in two originals in the French language.

For EUROCONTROL

For ENNA

Mr Y. LAMBERT
Director General

Mr M. BENABDERRAHMANE
Director General

ANNEX 1

TO THE SPECIAL AGREEMENT RELATING TO THE PROVISION BY EUROCONTROL OF ADVISORY SERVICES FOR THE MODERNISATION OF THE AIR TRAFFIC CONTROL SYSTEM OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA

OPERATIONAL AND TECHNICAL SPECIFICATIONS

1. Introduction

This Annex defines the advisory services to be provided by EUROCONTROL and the necessary tasks to be performed by ENNA for the modernisation of the Algerian ATC system within the scope of the TRAFCA (Traitement automatique des fonctions de la circulation aérienne) Project. The framework within which the advisory services are to be provided is defined in general terms in paragraph 3.2.4 below.

2. Field of application of the Algerian ATC system modernisation

The modernisation of the Algerian ATC system calls for the following improvement and/or development and implementation work:

- a. adaptation of the current infrastructure of the Algiers Area Control Centre (ACC);
- b. determination of the required radar sites;
- c. provision, installation and commissioning of radar equipment (PSR and MSSR);
- d. design, development and implementation of an automated system for the new ACC: data processing (RDPS, FDPS, ODS), communications and support systems and equipment;
- e. creation and installation of a training centre (CQRENA: Centre de qualification, de recyclage, d'expérimentation de la navigation aérienne).

* Automatic Processing of Air Navigation Functions

3. Breakdown of responsibilities

3.1. ENNA's Tasks

ENNA's responsibilities shall be as follows:

- a. in the context of the agreed general schedule, ENNA shall make available, within the required deadlines, operational and technical staff assigned to cooperate with the EUROCONTROL team;
- b. ENNA shall forward all the documents required to draft the Outline Operational Plan (OOP) and Technical Specifications (existing situation);
- c. ENNA shall prepare and carry out all infrastructure alignment work (ACC buildings, Training Centre, Radar Sites);
- d. ENNA shall have general responsibility for the entry into service of the installations required as part of the ATC modernisation programme.

3.2 EUROCONTROL's Tasks

3.2.1 EUROCONTROL shall advise/assist ENNA in accomplishing the tasks for which it is responsible under the Algerian ATC system modernisation programme.

3.2.2 With regard to definition of the radar sites, EUROCONTROL shall carry out a radar coverage and site study, to be forwarded to ENNA.

3.2.3 EUROCONTROL, assisted by ENNA, shall draft the following documents:

- The Outline Operational Plan (OOP);
- The Technical Specification concerning the automation of the new ACC, serving as the basis for an International Invitation to Tender;
- The Training Centre Master Plan.

3.2.4 In particular, EUROCONTROL shall cooperate with ENNA on the following tasks:

3.2.4.1 The Outline Operational Plan (OOP)

EUROCONTROL, assisted by ENNA, shall prepare an operational plan for the ATM system, covering operational and technical structures and functions, data to be processed and associated telecommunication, data transmission and human resources requirements.

Required EUROCONTROL effort: 9 man/weeks.

3.2.4.2 Technical and Functional Specifications

EUROCONTROL, assisted by ENNA, shall define the component parts of the system, their basic performance requirements, and the required interfaces with the main system. This assistance will cover the technical domains included in the EATCHIP Programme: Surveillance, ATM Automation (RDPS, FDPS, ODS, IDS), Telecommunications, Support Systems (Voice and Electronic Data Recording and Reproduction Systems, Supervisory systems, TMCS). Moreover, EUROCONTROL, assisted by ENNA, shall determine the component parts and performance characteristics of the required testing, development and simulation tools.

This assistance shall take the form of detailed technical specifications which shall serve as the basis for the preparation of the contract documentation. These documents shall be based on ICAO standards and specifications and on those recommended by EUROCONTROL.

Required EUROCONTROL effort: 20 man/weeks.

3.2.4.3 The Training Centre Master Plan

EUROCONTROL, assisted by ENNA, shall define the functional and operational guidelines for the requirements which the Training Centre Master Plan has to meet with regard to the technical and operational organisation of the automated system.

Required EUROCONTROL effort: 8 man/weeks.

3.2.4.4 Adoption of products

The aforementioned products (Outline Operational Plan, Technical Specifications and Training Centre Master Plan) shall be adopted and approved by ENNA and EUROCONTROL at a meeting of the Coordination Group, as described in paragraph 4.1.2. of this Annex.

3.2.4.5 Assistance in the evaluation of tenders

EUROCONTROL shall assist ENNA in the evaluation of tenders submitted by companies in response to the international call for tenders.

Required EUROCONTROL effort: 22 man/weeks.

3.2.4.6 Assistance during Contract Negotiations

At ENNA's request, EUROCONTROL shall provide assistance within the scope of the negotiation of the contracts to be concluded as a result of the tenders referred to in Paragraph 3.2.4.5 above.

Required EUROCONTROL effort: 15 man/weeks.

3.2.4.7 Installation of radar equipment

EUROCONTROL shall conduct a theoretical radar coverage study in connection with the new PR/MSSR stations to be installed, and propose optimum sites.

Required EUROCONTROL effort: 4 man/weeks.

3.2.5 In all cases where EUROCONTROL, within the scope of the provision of advisory services, uses specific methods to calculate or evaluate the performance of systems or their component parts, it shall inform ENNA of the specific method used and the results obtained.

3.2.6 Performance deadlines

The services to be provided by EUROCONTROL are set out in the following schedule, drafted by mutual agreement between ENNA and EUROCONTROL.

OOP	Planned End Date
OOP ready	January 1997
Technical Specifications	Date
Radar Section ready	January 1997
Systems Section ready	April 1997
Call for tenders	May 1997
Evaluation of tenders	July 1997
Selection of the tenderer	September 1997
Contract negotiation	November 1997
Contract signature	December 1997
Training Centre	Planned End Date
IANS Support	September 1997

It is possible that the above mentioned planning will be subject to revision. In such case the support of EUROCONTROL will be guaranteed till the end of December 1998 without exceeding the budgetary envelope laid down in Annex 2 of this Special Agreement.

4. Organisation

To ensure optimum efficiency and project follow-up, a working structure has been set up.

4.1 Contracting Parties

- a. The European Organisation for the Safety of Air Navigation (EUROCONTROL)
- b. L'Etablissement national de la navigation aérienne (ENNA)

4.2 Executive Body: ENNA/EUROCONTROL Coordination Group

This Group, composed of:

- the TRAFCA Project Leader (ENNA),
- the "Algeria" Project Leader (EUROCONTROL Advisory Service), and
- ENNA and EUROCONTROL Experts,

shall have the following Terms of Reference:

- a. to define and review the entire work programme;
- b. to ensure the general supervision of the execution of this Special Agreement;
- c. to organise meetings, if required, and to follow them up.

4.3 The ENNA/EUROCONTROL Coordination Group is authorised to create working groups or task forces, if required.

4.4 The meetings shall be held at EUROCONTROL premises (Headquarters or External Services) or at other venues agreed by both Parties.

ANNEX 2

**TO THE SPECIAL AGREEMENT
RELATING TO THE PROVISION BY EUROCONTROL
OF ADVISORY SERVICES FOR THE MODERNISATION
OF THE AIR TRAFFIC CONTROL SYSTEM OF THE
PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA**

FINANCIAL ESTIMATE FOR THE TRAFCA PROJECT (ALGERIA)

The financial estimate set out below is based partly on the most realistic estimate of staffing levels and all expenditure which will be incurred by EUROCONTROL in order to implement this Special Agreement, and partly on the costing criteria currently in force.

Cost	XEU
Personnel	289,042
Administrative costs (7 %)	20,233
Missions	61,062
Sub-total	370,337
Overheads (10 %)	37,034
TOTAL	407,371