

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE N° 86/56

delegating authority to the Agency to conclude a bilateral agreement relating to air navigation charges with Bosnia and Herzegovina.

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION :

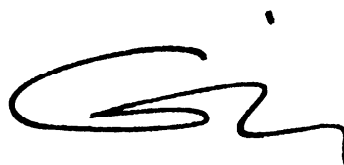
Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, amended by the Protocol signed at Brussels on 12 February 1981, and in particular Article 11.3 thereof;

on the proposal of the Agency,

TAKES THE FOLLOWING MEASURE:

The Agency is delegated authority to conclude a bilateral agreement relating to air navigation charges with Bosnia and Herzegovina, on the basis of the draft agreement attached, which shall be signed on behalf of the Organisation by the Director General of the Agency.

Done at Brussels on **12. 01. 98**



C. EINEM
President of the Permanent Commission

AGREEMENT

BETWEEN THE DEPARTMENT OF CIVIL AVIATION OF BOSNIA AND HERZEGOVINA AND THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) RELATING TO AIR NAVIGATION CHARGES

The Department of Civil Aviation of Bosnia and Herzegovina represented by its Directors General, hereinafter referred to as DCA,

and

The European Organisation for the Safety of Air Navigation (EUROCONTROL), represented by its Director General, hereinafter referred to as EUROCONTROL,

Having regard to the provisions of Articles 2 § 3(b), 6 § 3, 11 § 3 and 12 of the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960 as amended at Brussels in 1981;

Having regard to the provisions of Article 3 § 2(i) of the Multilateral Agreement relating to Route Charges of 12 February 1981;

Having regard to the Measure N° taken by the Permanent Commission on delegating authority to the Agency to conclude a bilateral agreement relating to air navigation charges with DCA.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - (Purpose)

DCA hereby entrusts EUROCONTROL with the calculation, billing, accounting and collection on its behalf of charges for the use of air navigation services in accordance with the laws and regulations in force in Bosnia and Herzegovina and with the provisions set out in Annex I to this Agreement.

ARTICLE 2 - (Billing and Payment of Air Navigation Charges)

The air navigation charges shall be billed in United States currency (US dollar) and payable to EUROCONTROL in accordance with the Conditions of Payment set out in Annex I (Appendix 2).

ARTICLE 3 - (Treatment of Claims and Information to Users)

EUROCONTROL is entrusted with the treatment of claims submitted by users. EUROCONTROL shall provide to the users information in respect of the air navigation charges.

ARTICLE 4 - (Collection of Air Navigation Charges)

EUROCONTROL shall collect the air navigation charges and take appropriate actions where a debtor has not paid the amount due. For that purpose, the air navigation charges shall constitute a claim by EUROCONTROL, in accordance with the provisions set out in Annex I to this Agreement.

ARTICLE 5 - (Disbursement of Air Navigation Charges collected)

Air navigation charges collected by EUROCONTROL on behalf of DCA in performance of this task shall be remitted, inclusive of accrued interests, if any, but exclusive of the charges in respect of EUROCONTROL's collection costs, to DCA in accordance with the provisions set out in Annex I to this Agreement.

ARTICLE 6 - (Accounting)

- 6.1. EUROCONTROL shall produce annual accounts for the air navigation charges in the form of a Balance Sheet and Income and Expenditure account. The accounts shall be produced according to accepted international standards. The accounts shall be expressed in US dollar.
- 6.2. EUROCONTROL shall, on request, agree that the audit of the financial operations on behalf of DCA be effected in accordance with the Financial Regulations and the Rules of Application of those Regulations applicable to the EUROCONTROL Route Charges System.
- 6.3. DCA may, at its own request, or at the invitation of EUROCONTROL, participate in the auditing of the EUROCONTROL accounts in respect of the air navigation charges.

ARTICLE 7 - (Transmission of Data)

Flight data collection and transmission to EUROCONTROL shall be the sole responsibility of DCA. DCA shall transmit all flight data, in accordance with the data transmission procedure established by EUROCONTROL.

ARTICLE 8 - (Costs)

- 8.1. The costs in respect of the execution of this Agreement shall be calculated on an annual basis.

The collection costs for the one year period starting on 1 January 1998 and ending on 31 December 1998 are estimated at the US dollar equivalent of ECU 35,000.

The collection costs shall be collected from users by means of an administrative unit rate to be added to the national unit rate of charge.

- 8.2. A breakdown of the above costs and the method of calculation are shown in Annex II to this Agreement.

- 8.3. Costs shall be assessed on the basis of the most realistic estimates possible at the time of conclusion of this Agreement and the current rules for the charging of Agency services adopted by EUROCONTROL's governing bodies.

If the charging rules of the Agency are modified, the new rules shall apply to this Agreement with effect from the date of their entry into force. Any revision of the cost factors shall be taken into account where it has been duly approved by EUROCONTROL's governing bodies.

- 8.4. At the end of each financial year, the difference between the actual collection costs and the actual income in respect of collection costs shall be determined and carried over.

ARTICLE 9 - (Liability)

DCA shall indemnify EUROCONTROL and its personnel against any claims by third parties for damages incurred as a result of executing the terms and conditions of this Agreement.

ARTICLE 10 - (Arbitration)

- 10.1. Any dispute which may arise between the Parties to this Agreement concerning the interpretation or application thereof, and which has not been possible to settle by direct negotiation or by any other method, shall be referred to arbitration on the request of any one of the Parties.

- 10.2. For that purpose, each of the Parties shall in each case nominate an arbitrator, and the arbitrators shall agree on the nomination of a third arbitrator. Should one of the Parties not have nominated its arbitrator within two months of the date of receipt of the request of the other Party, or should the nominated arbitrators fail, within those two months, to agree on the nomination of the third arbitrator, any Party may request the President of the International Court of Justice to make the nominations.

- 10.3. The arbitral tribunal shall determine its own procedure.
- 10.4. Each Party shall bear the costs of its own arbitrator and its representation in the proceedings before the tribunal, the costs of the third arbitrator and the other costs shall be borne equally by the Parties to the dispute. The arbitral tribunal may, however, determine a different sharing of costs if it thinks fit.
- 10.5. The decisions of the arbitral tribunal shall be binding on the Parties to the dispute.

ARTICLE 11 - (Suspension of Agreement)

In the event of a state of crisis, conflict or war, this Agreement may be suspended by a mutual decision of the Parties or by unilateral written notice of one Party to the other.

ARTICLE 12 - (Amendments)

The Parties may, by exchange of letter between the Directors General of DCA and the Director General of EUROCONTROL, modify:

- a) Annex I, provided the amendment has no financial implications;
- b) the expenditure detailed in Annex II, provided the budgetary procedures to which the two Parties are subject have been complied with beforehand.

ARTICLE 13 - (Date of Effect and Duration)

- 13.1. This Agreement shall enter into force on the date of signature by both parties for an unlimited period. The calculation and billing of air navigation charges shall commence with effect from 1 January 1998.
- 13.2. However, either Party may terminate this Agreement at any time subject to one year's written notice. In case of the accession of Bosnia and Herzegovina to the EUROCONTROL Convention, this Agreement shall terminate on the day of the technical integration into the EUROCONTROL Route Charges System.
- 13.3. The notifying Party shall be liable for any costs resulting from the termination of this Agreement unless the reason of such termination is attributable to the other Party's responsibility.

ARTICLE 14 - (Non-active status of Clause 2.3 of the Operating Specifications)

Clause 2.3 (Charging formula for approach and aerodrome control charge) of the Operating Specifications set out in Annex I to this Agreement is non-active. It will be activated by EUROCONTROL only at the specific request of DCA.

Done at [] on the ofin the English and [] languages.

The text in the English language shall prevail in the event of any inconsistency between the texts.

For The Department of Civil Aviation of Bosnia and Herzegovina,

For EUROCONTROL,

Director General

Director General

Director General

Director General

OPERATING SPECIFICATIONS

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1. **INTRODUCTION**

- 1.1. These operating specifications cover the services to be provided by EUROCONTROL, which consist of calculating, billing, collecting and accounting for air navigation charges on behalf of DCA, in accordance with the principles of the International Civil Aviation Organization (ICAO) as described in ICAO Document 9082/4.
- 1.2. EUROCONTROL shall maintain separate accounts, in accordance with international accounting standards.
- 1.3. EUROCONTROL shall ensure the storage on magnetic support of all data required for the execution of the present contract. Flight data received from DCA shall be stored on magnetic support for 48 months. Financial data shall be stored on magnetic support for 10 years.
- 1.4. The listings and outputs to be dispatched to DCA are specified at Appendix (4).
- 1.5. DCA shall cooperate with EUROCONTROL in the calculation and collection of the air navigation charges.

2. **CHARGING**

2.1. **Definition of a chargeable flight**

The air navigation charge shall comprise the route charge and, at DCA's request, the approach and aerodrome control charge.

An air navigation charge shall be levied for each flight performed under Instrument Flight Rules by an aircraft in accordance with the procedures laid down in application of the Standards and Recommended Practices of ICAO in the airspace of the Flight Information Regions (FIRs) listed at Appendix (1) which fall within the competence of Bosnia and Herzegovina.

2.2. **Charging formula for the route charge**

- 2.2.1. The route charge R_1 shall be calculated in accordance with the following formula:

$$R_1 = t_1 \times N_1$$

where t_1 is the unit rate of charge and N_1 the number of service units corresponding to such a flight.

- 2.2.2. The unit rate of charge t_1 shall be the sum of the national unit rate of charge and the administrative unit rate.

The national unit rate of charge shall be established by DCA and notified to EUROCONTROL in United States currency (US dollar) with a maximum of two decimal points, together with Bosnia and Herzegovina's route cost-base forecast and the corresponding service units forecast.

The unit rate of charge t_1 shall be set for a calendar year.

Changes of unit rate shall only be effective on a first day of a month. The notification of change must be received by EUROCONTROL not later than the first day of the month for which the new unit rate of charge applies.

The unit rate of charge t_1 shall be published by Bosnia and Herzegovina.

- 2.2.3. For a given flight, the number of service units, designated N_1 , shall be obtained by means of the following formula:

$$N_1 = d \times p$$

where d is the distance factor in respect of the airspace of the Flight Information Regions listed at Appendix (1) and p the weight factor for the aircraft concerned.

- 2.2.4. The distance factor d shall be obtained by dividing by one hundred (100) the number of kilometres in the great circle distance between:

- the aerodrome of departure within, or the actual point of entry into, the airspace of the Flight Information Regions listed at Appendix (1), and
- the aerodrome of first destination within, or the actual point of exit from, the airspace of these Flight Information Regions.

The distance to be taken into account shall be reduced by twenty (20) kilometres for each take-off and for each landing on the territory of Bosnia and Herzegovina.

- 2.2.5. The weight factor p shall be the square root of the quotient obtained by dividing by fifty (50) the number of metric tons in the maximum certificated take-off weight of the aircraft as shown in the certificate of airworthiness, the flight manual or any other equivalent official document, as follows:

$$p = \sqrt{\frac{\text{Max. take-off weight}}{50}}$$

Where the maximum certificated take-off weight of the aircraft is not known to EUROCONTROL, the weight factor shall be calculated by taking the weight of the heaviest aircraft of the same type known to exist.

Where, however, an operator has indicated to EUROCONTROL that he operates two or more aircraft which are different versions of the same type, the average of the maximum take-off weights of all his aircraft of that type shall be taken for the calculation of the weight factor for each aircraft of that type. The calculation of the weight factor per aircraft type and per operator shall be effected at least once a year.

A single fleet declaration shall be requested from the operator for the purposes of both the EUROCONTROL Route Charges System and the Air Navigation Charge on behalf of DCA. The same average shall be applied for the same aircraft type and the same operator in both systems.

For the purpose of calculating the charge, the weight factor shall be expressed as a figure taken to two decimals.

2.3. Charging formula for the approach and aerodrome control charge

{Note, this clause is inactive unless otherwise advised to the contrary by DCA, (cf. Article 14)}

- 2.3.1. The approach and aerodrome control charge R_2 shall be levied for each departure from any aerodrome or designated aerodrome situated within the Flight Information Regions listed at Appendix (1) and shall be calculated in accordance with the following formula:

$$R_2 = t_2 \times N_2$$

where t_2 is the unit rate of charge and N_2 the number of service units corresponding to such a flight.

- 2.3.2. The unit rate of charge t_2 shall be established by DCA and notified to EUROCONTROL in United States currency (US dollar) with a maximum of two decimal points, together with Bosnia and Herzegovina's approach and aerodrome control cost-base forecast as well as the corresponding service units forecast.

The unit rate of charge t_2 shall be set for a calendar year.

Changes of unit rate shall only be effective on a first day of a month. The notification of change must be received by EUROCONTROL not later than the first day of the month for which the new unit rate of charge applies.

The unit rate of charge t_2 shall be published by Bosnia and Herzegovina.

- 2.3.3. For a given departing flight, the number of service units in respect of approach and aerodrome control charge, designated N_2 , shall be obtained by means of the following formula:

$$N_2 = 0,20 \times p$$

where $0,20$ is a fixed distance factor in respect of the airspace of the Flight Information Regions listed at Appendix (1) and p the weight factor, as defined in Para 2.2.5, for the aircraft concerned.

2.4. Exempted Flights

- 2.4.1. The following flights shall be exempted from the payment of air navigation charges:

- a) flights performed entirely under Visual Flight Rules (VFR flights) in the airspace of the FIRs listed at Appendix (1); mixed VFR/IFR flights shall be exempted if they are performed exclusively under VFR within the airspace of the FIRs listed at Appendix (1);
- b) flights terminating at the aerodrome from which the aircraft has taken off and during which no intermediate landing has been made (circular flights);

- c) flights performed by aircraft of which the Maximum Take-Off Weight Authorised is less than 2.0 metric tons;
- d) flights performed exclusively for the transport, on official mission, of the reigning Monarch and his/her immediate family, Heads of State, Heads of Government, and Government Ministers. In all cases, this must be substantiated by the appropriate status indicator on the flight plan;
- e) search and rescue flights authorised by a competent SAR body.

2.4.2. For exempted flights the same exemption codes shall be used as those employed in the EUROCONTROL Route Charges System.

2.5. Consultation with users

Consultation with users in respect of the air navigation charges shall be the sole responsibility of DCA. EUROCONTROL may be invited to attend with observer status any user consultation meetings organised by DCA.

3. FLIGHT DATA COLLECTION, TRANSMISSION AND PROCESSING

3.1. Data transmission

- 3.1.1. The transmission protocol to be used between DCA and EUROCONTROL shall be the X25 or initially any alternative means of communication.
- 3.1.2. Data transmission shall conform to the data transmission calendar as used in the EUROCONTROL Route Charges System.

3.2. Volume of data to be processed

The estimated volume of data to be processed is 25,000 flights per year.

3.3. Information to be provided to EUROCONTROL

- 3.3.1. DCA shall provide information to EUROCONTROL on all matters which necessitate modifications of flight messages or the user data files, for instance the national aircraft register.
- 3.3.2. DCA shall notify to EUROCONTROL the list of all entry and exit points (codes and co-ordinates).

3.4. Data validation and correction

- 3.4.1. Upon receipt of a day's traffic EUROCONTROL shall validate the data against its internal files. Discrepancies shall be resolved, as far as possible, using the EUROCONTROL Route Charges System procedures. The procedures to be used shall be notified to DCA.
- 3.4.2. A verification shall be made by EUROCONTROL of entry and exit points. Flight messages containing entry and exit points codes other than those notified by DCA shall be rejected and returned to DCA.

4. BILLING, CLAIMS AND INFORMATION TO USERS

4.1. General

The documents to be dispatched to users are as follows:

- a) bill for air navigation charge
- b) flight statement
- c) statement of account
- d) credit note

Appendix (3) details the variable fields to be shown on these documents.

These documents shall bear the EUROCONTROL letterhead. The bill and the flight statement shall show that the air navigation charge being levied is payable to EUROCONTROL.

EUROCONTROL's bank account at which the air navigation charge shall be payable, as well as the bank's address, shall be shown on the bill and the statement of account.

4.2. Billing cycle

Billing periods shall be the same as within the EUROCONTROL Route Charges System.

EUROCONTROL shall produce and dispatch bills, flight statements and statements of account to users not later than the end of the month which follows the month during which the flights have taken place.

4.3. User claims

User claims shall be processed in accordance with the EUROCONTROL Route Charges System's procedures. These procedures shall be notified to DCA.

4.4. Information to users

EUROCONTROL shall keep users informed by means of information circulars where necessary.

EUROCONTROL shall provide to users upon request information in respect of the air navigation charges.

5. COLLECTION OF CHARGES

5.1. Proceedings for recovery of the amount due shall be instituted either by EUROCONTROL or, at EUROCONTROL's request, by DCA.

5.2. DCA shall inform EUROCONTROL of the procedures applied in Bosnia and Herzegovina's territory and of the competent courts, tribunals or administrative authorities.

5.3. The person liable to pay the air navigation charge shall be the person who was the operator of the aircraft at the time when the flight was performed. Where an ICAO designator is used in the flight identification, the identity of the operator of the flight shall be deemed to be that of the aircraft operating agency to whom the ICAO designator was allocated at the time of the flight.

If the identity of the operator is not known, the owner of the aircraft shall be regarded as the operator, unless he proves which other person was the operator.

If the operator defaults, then both the operator and the aircraft owner shall be jointly and severally liable for unpaid charges.

5.4. Where a debtor has not paid the amount due in respect of air navigation charges, measures may be taken to enforce recovery which may include detention of aircraft.

6. FUND MANAGEMENT

6.1. The funds collected on behalf of DCA shall be held in the EUROCONTROL Central Route Charges Office's account (Clause 1 of the Conditions of Payment at Appendix 2 refers). The account shall be denominated in United States currency (US dollar).

EUROCONTROL shall transfer DCA's funds only as per the request of DCA in written form by letter or fax.

Until their transfer DCA's funds shall be managed by EUROCONTROL. After their transfer to DCA's account the funds shall be under the control of DCA.

6.2. The funds shall be invested by EUROCONTROL to the benefit of DCA for the duration between their actual collection and disbursement to DCA. The interest shall be disbursed to DCA once each quarter.

6.3. Payments to third parties out of the air navigation charges collected on behalf of DCA could be arranged on request.

7. ACCOUNTING

- 7.1. The financial year shall begin on 1 January.
- 7.2. Accounting data to be sent by EUROCONTROL are listed in Appendix (4).

8. PROTECTION OF DATA

All data related to the air navigation charges shall be protected by EUROCONTROL according to the principles applied in the EUROCONTROL Route Charges System.

Flight Information Regions

SARAJEVO FIR / UIR

ANNEX I
Appendix (2)**Conditions of Payment of Air Navigation Charges****Clause 1**

1. The amounts billed shall be payable in United States currency (US dollar) to EUROCONTROL, Central Route Charges Office's account N°[] at [].
2. The amount of the charge is due on the date of performance of the flight. The latest date by which payment must be received by EUROCONTROL shall be shown on the bill.
3. The time granted to users for payment of the air navigation charge, i.e. the interval between the bill date and the due date shown on the bill, shall be identical to the time granted to users for payment of the EUROCONTROL route charges.

Clause 2

Payment shall be deemed to have been received by EUROCONTROL on the value date on which the amount due was credited into the banking establishment designated by EUROCONTROL, referred to in Clause 1 paragraph 1(above). The value date shall be the date on which EUROCONTROL can use the funds.

Clause 3

1. Payments shall be accompanied by a statement giving the references, dates and US dollar amounts in respect of bills paid and of any credit notes deducted.
2. Where a payment is not accompanied by the details specified in paragraph 1 above so as to allow its application to a specific bill or bills, EUROCONTROL will apply the payment:
 - first to interest, and then
 - to the oldest bills unpaid.

Clause 4

1. Claims against bills must be submitted to EUROCONTROL in writing. The final date for the submission of claims shall be shown on the bill.
2. The date of submission of claims shall be the date on which the claims are received by EUROCONTROL.
3. Claims must be detailed and should be accompanied by any relevant supporting evidence.
4. Submission of a claim by a user shall not entitle him to make any deduction from the relevant bill unless so authorised by EUROCONTROL.
5. Where EUROCONTROL and a user are mutually debtor and creditor no compensation payments shall be effected without EUROCONTROL's prior agreement.

Clause 5

1. Any charge which has not been paid by the latest date for payment may be increased by the addition thereto of interest. The interest, entitled Interest on Late Payment, shall be simple interest calculated from day to day on the unpaid overdue amount.
2. The interest will be calculated and billed in US dollars. The interest rate will be published by DCA.

Clause 6

Where a debtor has not paid the amount due, measures may be taken to enforce recovery which may include detention of aircraft.

Specifications of documents

1. BILL

- a) Address box
- b) Invoice number
- c) Date of issue
- d) Invoiced period
- e) User code
- f) Amount
- g) To be paid before
- h) Claims to be submitted before

Note: *The reverse side of this document contains the conditions of payment of the charges and applicable legal text.*

2. FLIGHT STATEMENT

- a) Address box
- b) Date
- c) Period of charge
- d) Reference
- e) Page
- f) User ICAO code
- g) Day
- h) Line (item) number
- i) Flight number or registration
- j) Details
 - Time of departure
 - Airport of departure
 - Airport of arrival
 - Entry point
 - Exit point
 - Aircraft type
- k) Code
- l) Deducted
- m) Charge
- n) Total per page

Note : *The reverse side of this document contains an explanatory note.*

3. STATEMENT OF ACCOUNT

- a) Date of issue
- b) Reference of Statement
- c) User address
- d) Item number
- e) Date of item number
- f) Item code
- g) Item reference
- h) Amount debit
- i) Amount credit
- j) Balance of each billing
- k) Overall balance in respect of items not settled

4. CREDIT NOTE

Listings and outputs to be dispatched to DCA

These are the listings and outputs to be sent to DCA by EUROCONTROL in addition to the documents sent in accordance with standard procedures (e.g. for the purposes of claims processing) and in addition to the annual accounts.

1. Billing

Report containing, in respect of the corresponding period of flight, the following information, in respect of both route charges and approach and aerodrome control charges:

- total number of flights (chargeable, exempted, total);
- total number of service units (chargeable, exempted, total);
- accrued income in US dollars.

2. Recovery

Computer listing containing the information in respect of amounts due by flight periods and by user, on request.

3. Accounting

- Situation of air navigation charges billed received
- Situation of air navigation charges received
- Situation of air navigation charges disbursed
- Balance - amount still outstanding

ANNEX II**Estimate of EUROCONTROL 1998 Collection Costs (in ECU)****Personnel**

Outside assistance	18,000
Application software	4,000
Management costs	1,000
Missions	2,600
Legal matters	1,000
Total 1	26,600

Operating Expenditure

Supplies	2,200
Communications	2,200
Other expenditure	1,000
Total 2	5,400

Administrative overheads (10% of 1 and 2)	3,000
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TOTAL	35,000
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