EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission –

MEASURE No 14/205

authorising the Agency to open negotiations with the Kingdom of Morocco for the conclusion of a comprehensive agreement

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to Cooperation for the Safety or Air Navigation of 13 December 1960 as amended by the Protocol signed at Brussels on 12 February 1981, hereinafter referred to as “the EUROCONTROL Convention” and in particular Articles 2.1 in fine, 2.3 (a), 2.3 (b), 6.3, 7.2, 11.3 and 12 thereof;

Having regard to Article 2.1 of the consolidated version of the Convention annexed to the Protocol consolidating the EUROCONTROL International Convention relating to Cooperation for the Safety or Air Navigation of 13 December 1960, as variously amended, as early implemented by Decision No 71 of the Permanent Commission dated 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular in respect of the role and duties of the Organisation;

Having regard to the Multilateral Agreement relating to Route Charges signed at Brussels on 12 February 1981;

Having regard to the Decision No. 72 of the Permanent Commission of 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular on the establishment of a provisional Council;

On the proposal of the Agency and the Provisional Council,

HEREBY TAKES THE FOLLOWING MEASURE:

Article 1

The Permanent Commission delegates authority to the Agency to open negotiations with the Kingdom of Morocco for the conclusion of a comprehensive agreement.

Article 2

In the event of a negotiated agreement being achieved, the Agency shall submit, through the Provisional Council, for the Permanent Commission’s approval, the draft agreement negotiated.

Done at Brussels on 5.12.2014

Feliks BACI
President of the Commission
DRAFT

COMPREHENSIVE AGREEMENT

BETWEEN

THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

AND

[STATE]

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

and

[State] represented by [...], hereinafter referred to as "[...]", hereinafter collectively referred to as "the Parties".

Having regard to the EUROCONTROL International Convention relating to Cooperation for the Safety or Air Navigation of 13 December 1960 as amended by the Protocol signed at Brussels on 12 February 1981, hereinafter referred to as "the EUROCONTROL Convention" and in particular Articles 2.1 in fine, 2.3 (a), 2.3 (b), 6.3, 7.2, 11 and 12 thereof;

Having regard to Article 2.1 of the consolidated version of the Convention annexed to the Protocol consolidating the EUROCONTROL International Convention relating to Cooperation for the Safety or Air Navigation of 13 December 1960, as variously amended, as early implemented by Decision No 71 of the Permanent Commission dated 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular in respect of the role and duties of the Organisation;

Having regard to the Multilateral Agreement relating to Route Charges signed at Brussels on 12 February 1981;

Having regard to Decision No. 72 of the Permanent Commission dated 9 December 1997 on early implementation of certain provisions in the revised Convention, in particular on the establishment of a provisional Council;

Having regard to Directive No. 11/77 of the Permanent Commission dated 1 September 2011 relating to the acceptance of the nomination by the European Commission of EUROCONTROL as the Network Manager for the Air Traffic Management (ATM) network functions of the single European Sky;

Having regard to Decision No. 83 of the Permanent Commission dated 13 July 2000 entrusting the Organisation with the task of developing, establishing and operating a European AIS Database (EAD);

Having regard to Decision No. xx of the Permanent Commission dated xxxx allowing States having concluded a comprehensive agreement with the Organisation to participate in meetings of EUROCONTROL bodies without voting rights;
Having regard to Measure No xx of the Permanent Commission dated xxxx authorising the Agency to conclude, on the Organisation’s behalf, a comprehensive agreement with [State];

Having regard to DG Decision No. I/26 (2014) of 17.02.2014 concerning the States Liaison Office whose general purpose is to foster closer relationships and strengthen coordination between the EUROCONTROL Agency and EUROCONTROL Member States, ECAC States not Member States of EUROCONTROL and neighbouring States;

Whereas the conclusion of this Agreement is without prejudice to the role of EUROCONTROL as Network Manager as provided for in Commission Regulation (EU) No 677/2011;

Whereas it is desirable that [State] participates in the tasks and activities of the Organisation;

Whereas future services entrusted to the Organisation will also be made available to [State];

Considering that ATM should be addressed at a geographical level as broad as possible and that the extension of EUROCONTROL’s geographical scope through collaboration with States neighbouring the current EUROCONTROL area is beneficial to that effect;

Considering that [State] has intensive aviation links to the EUROCONTROL area and its active participation in the EUROCONTROL tasks and activities and work programmes is highly valued and beneficial for the Parties;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – Scope and purpose

1.1. [State] shall participate in all EUROCONTROL activities defined in Article 1.2.

1.2. To that effect, [State] shall:

- Participate, as detailed in Annex 1, in the performance of the EUROCONTROL tasks as defined in Article 2.1 of the Revised Convention early implemented through Permanent Commission Decision No 71 of 9 December 1997 on early implementation of certain provisions in the Revised Convention, in particular in respect of the role and duties of the Organisation; and

- Receive assistance from EUROCONTROL in air traffic flow management and in the planning and provision of air navigation services and equipment, as detailed in Annex 2; and

- Receive assistance from EUROCONTROL in the calculation and collection of charges not covered by the Multilateral Agreement relating to Route Charges which are levied by the [State] on users of air navigation services, as detailed in Annex 3.
1.3. Specific tailor made support provided at the request of the [State] shall be subject to separate legal and financial arrangements. The applicable policy on the support to Member States shall apply mutatis mutandis to the [State].

**ARTICLE 2 – Participation in EUROCONTROL meetings**

[State] may participate, without voting rights, in the meetings of the EUROCONTROL Permanent Commission, enlarged Commission and Provisional Council as well as meetings of the following advisory and consultative bodies: Safety Regulation Commission, Civil-Military Standing Interface Committee, Military ATM Board, Standing Committee on Finance and Agency Advisory Body.

The air navigation service provider (ANSP) of [State] may attend the meetings of the Agency Advisory Body and of working groups.

**ARTICLE 3 – Rights and obligations**

3.1. EUROCONTROL shall adopt the appropriate provisions in order to ensure, following its own rules and procedures, the execution of its tasks detailed in the annexes to this Agreement.

3.2. [State] shall adopt the appropriate internal legal provisions to ensure the correct and unhindered execution by EUROCONTROL of its tasks as detailed in the annexes to this Agreement.

3.3. [State] shall have the same access to EUROCONTROL documentation, information and tools as Member States.

**ARTICLE 4 – Financial arrangements (cost and payment)**

The annual charges payable by [State] to EUROCONTROL, in respect of the work performed, shall be calculated in application of the principles set out in Annex 4.

**ARTICLE 5 – Liability**

5.1. The Parties shall be liable to each other for direct damage which is caused by an act or omission in breach of their respective obligations under this Agreement, as detailed in its Annexes, in cases of negligence, gross negligence and wilful misconduct. The Parties shall not be liable for indirect or consequential loss or damage.

5.2. One Party shall indemnify the other Party against all claims made by Third Parties against the latter and loss incurred due to such claims, arising from a breach of the former Party’s obligations under this Agreement as set out in paragraph 5.1.

**ARTICLE 6 – Intellectual Property Rights**

6.1. Background IPRs
For the purpose of this Agreement, "Background Intellectual Property Rights" shall mean IPRs in tangible or intangible assets which are acquired by a Party prior to the entry into force of this Agreement or outside of the performance of this Agreement.

Each Party shall retain its Background IPRs provided or made accessible by one Party to the other Party in the performance of this Agreement, as detailed in its Annexes.

Unless otherwise agreed between the Parties in a separate agreement of appropriate formality, each Party shall have the simple right to use the Background IPRs only for the specific purpose that they have been provided for or been made accessible by the other Party under this Agreement.

The "right to use" set out in the preceding paragraph shall be non-exclusive. It shall exclude any modification, distribution, sub-licensing and any use for commercial purposes of the IPR protected asset unless otherwise agreed in a separate agreement.

6.2. Foreground IPRs

For the purpose of this Agreement, "Foreground Intellectual Property Rights" shall mean IPRs in tangible or intangible assets which are generated as a result of the performance of this Agreement.

Unless otherwise agreed between the Parties in a separate Agreement, Foreground IPRs shall be owned by EUROCONTROL. The other Party shall have a simple right to use the Foreground IPRs for its own purposes under its vested tasks.

The 'right to use' set out in the preceding paragraph shall be non-exclusive. It shall exclude any modification, distribution, sub-licensing and any use for commercial purposes of the IPR protected asset unless otherwise agreed in a separate agreement.

EUROCONTROL shall not unreasonably withhold the authorization to the other Party to use the Foreground IPRs for other purposes.

6.3. Third Party IPRs

Each Party warrants to the other Party that the use of Background IPRs and generation and use of Foreground IPRs as provided for under this Agreement does not infringe Third Party IPRs.

ARTICLE 7 – Confidentiality

7.1. Except with the prior consent of the other Party, neither 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.

7.2. Any disclosure to any person permitted under paragraph 7.1. above shall be in strict confidence and shall extend so far only as may be necessary for the purpose of the present Agreement.
ARTICLE 8 – Dispute settlement

8.1. Any dispute which may arise between the Parties relating either to the interpretation or application of the present Agreement or of its annexes 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.

8.2. 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.

8.3. The arbitral tribunal shall determine its own procedure.

8.4. 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.

8.5. The decisions of the arbitral tribunal shall be binding on the Parties to the dispute.

ARTICLE 9 – Entire Agreement

9.1. The present Agreement, including its Annexes, forms the entire agreement between the Parties.

9.2. In case of divergence between the Annexes and the Agreement, the Annexes shall prevail.

ARTICLE 10 – Suspension

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

ARTICLE 11 – Entry into force and termination

11.1. The present Agreement shall enter into force on the first day of the second month following the date of its signature for an unlimited period.

11.2. The Agreement may be terminated by either Party, subject to 12 months’ prior written notice to the other Party. [State] shall remain liable for full payment of all costs incurred by EUROCONTROL up to the date of expiry of the present Agreement so terminated.

11.3. The Agreement shall cease to be in force from the date accession to the Amended Convention by [State] takes effect.
In witness whereof, the undersigned having been duly authorised, sign the present Agreement.

Done at [place], on [date] in two originals in the English language.

For EUROCONTROL, For [State],

Director General
Frank BRENNER
ANNEX 1

Participation in the performance of the EUROCONTROL’s tasks

Within the objectives of the EUROCONTROL Organisation set out in Article 1 of the EUROCONTROL International Convention relating to Cooperation for the Safety or Air Navigation of 13 December 1960 as amended by the Protocol of 12 February 1981, the EUROCONTROL Organisation performs the tasks described in Article 2.1 of the Revised Convention early implemented through Permanent Commission Decision No. 71 of 9 December 1997 “on early implementation of certain provisions in the Revised Convention, in particular in respect of the role and duties of the Organisation” which reads as follows:

“The Organisation shall undertake the following tasks:

(a) to develop and endorse detailed plans for the harmonisation and integration of the air traffic services and systems of the Contracting Parties, in particular the ground and airborne air navigation systems, with a view to the establishment of a uniform European air traffic management system;

(b) to coordinate the implementation plans of the Contracting Parties so as to secure convergence towards a uniform European air traffic management system;

(c) to examine and coordinate on behalf of the Contracting Parties matters in the field of air navigation studied by the International Civil Aviation Organization (ICAO) and other international organisations concerned with civil aviation and to coordinate and submit amendments or proposals to these bodies;

(d) to define, design, develop, validate and organise the implementation of a uniform European air traffic management system;

(e) to develop and operate a common European air traffic flow management system at a common international centre in the framework of (d) above;

(f) to develop, adopt, and keep under review common standards, specifications and practices for air traffic management systems and services;

(g) to develop and endorse procedures towards a strategy for the common procurement of air traffic systems and facilities;

(h) to coordinate the Contracting Parties’ research and development programmes relating to new techniques in the field of air navigation, to collect and distribute their results and to promote and conduct common studies, tests and applied research as well as technical developments in this field;

(i) establish an independent performance review system that will address all aspects of air traffic management, including policy and planning, safety management at and around airports and in the airspace, as well as financial and economic aspects of services rendered, and set targets that will address all these aspects.
(j) to study and promote measures for improving cost-effectiveness and efficiency in the field of air navigation;

(k) to develop and endorse common criteria, procedures and methods to ensure the highest efficiency and quality of air traffic management systems and air traffic services;

(l) to develop proposals for the harmonisation of European air traffic services regulations;

(m) to support the improvement of efficiency and flexibility in the use of airspace between civil and military users;

(n) to develop and endorse coordinated or common policies to improve air traffic management at and around airports;

(o) to develop and endorse common criteria for the selection, and common policies for the training, licensing, and proficiency checking of air traffic services staff;

(p) to develop, establish and operate the future common European system elements entrusted to it by the Contracting Parties;

(q) to establish, bill and collect the route charges on behalf of the Contracting Parties participating in the common route charges system as provided for in Annex IV;

(r) to establish and implement a mechanism for the multilateral development and harmonisation of safety regulation in the air traffic management field;

(s) to perform any other task relating to the principles and objectives of this Convention".
ANNEX 2

Air traffic flow management/Network Management and planning and provision of air navigation services and equipment

EUROCONTROL performs the following activities in line with the relevant EU legislation:

a) Network operations services such as air traffic flow management, flight planning, aeronautical data (including EAD), airspace data management and operational collaboration.

b) Network planning and traffic forecasting.

c) Performance monitoring and analysis.

d) Disruption and crisis management coordination and procedures.

e) Monitoring and coordinating the allocation of Communication, Navigation & Surveillance (CNS) scarce resources.

f) Airspace design; airspace management and ATM procedures; capacity assessment and planning.

g) Enhanced airport operations services (including Airport CDM).

h) CNS/ATM (including ARTAS); optimising scarce resources.

i) Support to safety activities, and specifically provision of support to the reporting and analysis of safety occurrence data.
ANNEX 3
Calculation, Billing and Collection of air navigation charges

ARTICLE 1 - Purpose

{  } hereby entrusts EUROCONTROL with the calculation, billing, accounting and collection on its behalf of charges for air navigation services, but excluding enforced recovery of unpaid bills, in accordance with the laws and regulations in force in {  }, and with the provisions set out in Appendix I to this Annex.

ARTICLE 2 - Billing and Payment of Air Navigation Charges

2.1. The air navigation charges shall be billed in EUR and payable to EUROCONTROL in accordance with the Conditions of Payment set out in Appendix (B) to Appendix I.

2.2. VAT shall be billed, where applicable, under the conditions and in accordance with the procedures agreed between {  } and EUROCONTROL.

ARTICLE 3 - Treatment of Claims and Information to Users

EUROCONTROL is entrusted with the treatment of claims submitted by users. Disputes concerning the legitimacy of the air navigation charges shall be referred to {  }.

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

ARTICLE 4 - Collection of Air Navigation Charges

4.1. EUROCONTROL shall collect the air navigation charges and shall take all necessary measures to ensure that the charges are collected within the due time as stated on the invoice. If the user is not paying the full amount in due time the user is immediately in default.

4.2. Enforcement measures are the sole responsibility of the {  }. Where a user defaults and the usual collection measures have been exhausted, {  } shall be responsible to initiate the enforced recovery of amount due.

4.3. The air navigation charges shall constitute a claim by {  }.

4.4. The person liable to pay the charge shall be the person who was the operator of the aircraft at the time when the flight was performed. The ICAO designator or any other recognised designator in the identification of the flight may be used to identify the operator of the aircraft.

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.
ARTICLE 5 - Disbursement of Air Navigation Charges

Air navigation charges collected by EUROCONTROL on behalf of { } in performance of this task shall be remitted, inclusive of accrued interests, if any, but exclusive of the administrative charges in respect of the collection costs incurred by EUROCONTROL and of the bank charges incurred by EUROCONTROL relating to the collection of air navigation charges, to { }, in accordance with the provisions set out in Appendix I to this Annex.

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 { }.

6.2. { } may audit the EUROCONTROL accounts in respect of these air navigation charges.

ARTICLE 7 - Transmission of Data

Flight data collection and transmission to EUROCONTROL shall be the sole responsibility of { }. { } shall transmit all flight data required for the calculation and billing of the air navigation charges, in accordance with the provisions set out in Appendix I to this Annex.

ARTICLE 8 - Collection costs

8.1. The costs in respect of the execution of this Annex shall be established on an annual basis.

The collection costs for the period starting on 01.01.20XX and ending on 31.12.20XX are estimated at EUR X 000.

8.2. A breakdown of the above costs is shown in Appendix II to this Annex.

8.3. The costs in respect of the execution of this Annex shall be assessed on the basis of the most realistic estimates possible at the time of conclusion of this Agreement.

8.4. The amount due by { } to EUROCONTROL for the purposes of this Annex shall correspond to the costs incurred by EUROCONTROL in respect of the tasks performed by it, as certified by the EUROCONTROL financial services.

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

At the end of each financial year, the difference between the actual collection costs and the actual income in respect of administrative charges shall be determined and carried over.
ARTICLE 9 - Liability

{ } shall indemnify EUROCONTROL against claims from third parties arising out of the performance of this Annex, except in the case of wilful default or gross negligence on the part of EUROCONTROL or its staff, insofar as those damages are attributable to them.

ARTICLE 10 - Amendments

The Parties may, by exchange of letter between { } and the Director General of EUROCONTROL, modify the expenditure detailed in Appendix II.

ARTICLE 11 - Date of Effect and Duration

11.1. Further to the entry into force of the Agreement, the calculation, billing, collection and accounting of air navigation charges detailed under this Annex shall commence with effect from { }, provided that EUROCONTROL is satisfied that the air navigation charges are fully cost-related and that the corresponding cost-bases are calculated in accordance with the principles of the International Civil Aviation Organization (ICAO) as described in ICAO Document 9082.

11.2. However, either Party may terminate this Annex at any time subject to one year's written notice.

11.3. In case the situation described in Article 11.3 of the Agreement occurs, this Annex shall terminate on the date of technical integration into the EUROCONTROL Route Charges System. As appropriate, the billing and collection of terminal charges shall be subject to a new bilateral agreement.

11.4. Notwithstanding the provisions of Articles 11.1 and 11.2 above, in the case of non-compliance with or breach of the principles as described in ICAO Document 9082 by { }, or by not respecting the transmission of data as stipulated in Article 7, EUROCONTROL may suspend the operation of this Annex by giving one month's written notice to the other Party. { } shall be advised in writing of the reasons for the suspension. The costs incurred by EUROCONTROL while operation is suspended shall be paid by { }. Should the operation be suspended for more than three months EUROCONTROL may then terminate this Annex at any time by giving three months' written notice to the other Party.
Appendix I

OPERATING SPECIFICATIONS

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APPENDIX (D): REPORTS TO BE DISPATCHED
APPENDIX (E): MODEL REPORTING TABLES
1. **GENERAL**

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 {}, but excluding enforced recovery of unpaid bills in accordance with ICAO principles as described in ICAO Document 9082.

1.2. On a yearly basis, {} shall provide EUROCONTROL with reporting tables containing information on staff complement, traffic and cost forecasts as well as related comments, a model of which is attached at Appendix (E).

1.3. EUROCONTROL shall maintain separate accounts, in accordance with the international accounting standards.

1.4. EUROCONTROL shall ensure the storage on magnetic support of all data required for the execution of the present Agreement. Flight data received from {} shall be stored on magnetic support for 48 months. Financial data shall be stored on magnetic support for 10 years.

1.5. The reports to be dispatched to {} are specified at Appendix (D).

1.6. {} shall cooperate with EUROCONTROL in the calculation and collection of the air navigation charges.

1.7. {} shall ensure that the relevant rules and procedures governing air navigation charges are published in the official national publications of {}, copy of which shall be provided, together with any related aeronautical information, to EUROCONTROL.

2. **CHARGING**

2.1. **Definition of a chargeable flight**

The air navigation charge shall comprise the route charge and, at {}'s request, the approach and aerodrome control charge, also referred hereafter as terminal charge.

An air navigation charge shall be levied for each flight performed under Instrumental Flight Rules in accordance with the procedures laid down in application of the Standards and Recommended Practices of the International Civil Aviation Organisation and regulations (General Air Traffic) in the airspace of the Flight Information Regions (FIRs) listed at Appendix (A).

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.

1.2.2 The unit rate of charge \( t_1 \) shall be the sum of the national unit rate of charge and the administrative unit rate.
shall calculate and notify the national unit rate of charge to EUROCONTROL with two decimal places, together with the corresponding route cost-base and service unit forecast.

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

Changes of unit rate shall only be effective from 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.

shall publish the unit rate of charge \( t_1 \).

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 (A) 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 (A), 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 in the Flight Information Regions listed at Appendix (A).

2.2.5. The weight factor \( p \) – expressed as a figure taken to two decimals - shall be the square root of the quotient obtained by dividing by fifty (50) the number of metric tons expressed as a figure taken to one decimal - 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 an aircraft has multiple certificated maximum take-off weights, the weight factor will be established on the basis of the highest maximum take-off weight authorised for this aircraft by its State of registration.
Where, however, an operator has indicated to EUROCONTROL — by the last working day of the calendar month in which his aircraft fleet changed and at least annually - 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 this 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 { } . The same average shall be applied for the same aircraft type and the same operator in both systems.

2.3. **Charging formula for the terminal charge**

2.3.1. The terminal charge $R_2$ shall be levied for each departure from any aerodrome or designated aerodrome situated within the Flight Information Regions listed at Appendix (A) 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. { } shall calculate and notify the unit rate of charge $t_2$ to EUROCONTROL in { } with two decimal places, together with the corresponding terminal cost-base and service unit forecast.

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

Changes of unit rate shall only be effective from 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.

{ } shall publish the unit rate of charge $t_2$.

2.3.3. For a given departing flight, the number of service units in respect of terminal charge, designated $N_2$, — expressed as a figure taken to two decimals - shall in principle be equal to the quotient obtained by dividing by fifty (50) the number of metric tons expressed as a figure taken to one decimal - 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, to the power of 0.7.

2.4. **Exempted Flights**

2.4.1 Flights exempted from the payment of air navigation charges are not to be transmitted to the CRCO.
2.4.2 The following flights shall be billed locally or exempted:

a) Flights terminating at the same aerodrome from which the aircraft has taken off and during which no intermediate landing has been made (circular flights);

b) Flights performed exclusively under Visual Flight rules (VFR) within the Flight Information Regions listed at Appendix (A);

c) Flights performed by aircraft of which the Maximum Take-Off Weight Authorised is less than two (2) metric tons.

2.5. Consultation with users

Consultation with users in respect of the air navigation charges shall be the sole responsibility of {}. EUROCONTROL shall be invited to attend with observer status any user consultation meetings organised by {}. {} shall provide EUROCONTROL with all the supporting documents prepared or made available for user consultation meetings.

3. FLIGHT DATA COLLECTION, TRANSMISSION AND PROCESSING

3.1. Data transmission

3.1.1. The transmission protocol used between {} and EUROCONTROL shall be the one defined by EUROCONTROL for similar agreements.

3.1.2. Data transmission shall conform to the data transmission calendar established by EUROCONTROL.

3.2. Volume of data to be processed

The estimated volume of data to be processed is {} flights per year.

3.3. Information to be provided to EUROCONTROL

3.3.1. {} shall provide information to EUROCONTROL on all matters that necessitate modification of flight messages or the user data files, for instance the national aircraft register.

3.3.2. {} shall notify to EUROCONTROL the list of all entry and exit points (codes and geographical co-ordinates).

3.4. Data validation and correction procedure

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’s procedures.

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 {} shall be rejected and returned to {}.
4. **BILLING, CLAIMS AND INFORMATION TO USERS**

4.1. **General**

The documents to be dispatched to users are as follows:

1) bill for air navigation charge  
2) pro forma statement (statement of flights)  
3) statement of account  
4) credit note  
5) bill for interest on late payment  
6) credit note for interest on late payment  
7) VAT annex to bill (if applicable)  
8) VAT annex to credit note (if applicable)

These documents shall specify that the charges are collected for air navigation services in (...) and are payable to EUROCONTROL.

EUROCONTROL’s bank account, into 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, pro forma 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.

4.4. **Value Added Tax (VAT)**

Air navigation charges may be subject to value added tax. EUROCONTROL may, in that case, collect the said tax under the conditions and in accordance with the procedures agreed with {}.

4.5. **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. **ENFORCED RECOVERY OF CHARGES**

5.1. Measures for the enforced recovery of air navigation charges shall be the sole responsibility of { }. 

5.2. EUROCONTROL shall provide { }, at its request, with the necessary information to enable { } to take enforced recovery action.

6. **FUND MANAGEMENT**

6.1. Air navigation charges and VAT, where applicable, collected on behalf of the { } shall be disbursed every two weeks.

6.2. The funds shall be invested by EUROCONTROL to the benefit of the { } for the duration between their actual collection and disbursement to { }. The interest earned by EUROCONTROL shall be disbursed to { } together with the air navigation charges collected.

6.3. Payments to third parties out of the air navigation charges collected on behalf of the { } may be arranged on the specific written instructions from the { } to EUROCONTROL.

7. **ACCOUNTING**

7.1. The financial year shall begin on 1 January.

7.2. Provision for doubtful debts and write-off of irrecoverable debts shall be dealt with in accordance with the EUROCONTROL Financial Regulations applicable to the Route Charges System.

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.
APPENDIX (A) : FLIGHT INFORMATION REGIONS

(...)

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APPENDIX (B) : CONDITIONS OF PAYMENT OF AIR NAVIGATION CHARGES

Clause 1

1. The amounts billed shall be payable in EUR into the EUROCONTROL Central Route Charges Office’s bank account shown on the bill.

2. The amount of the charge is due on the date of performance of the flight. The latest value 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 date for payment 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. 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 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 shall 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 or by an electronic medium previously approved by EUROCONTROL. The latest date by which claims must be received by EUROCONTROL shall be shown on the bill and shall be the same as for the EUROCONTROL Route Charges System.

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 shall 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 shall be calculated and billed in EUR. The interest rate shall be published by EUR.

Clause 6

Where a debtor has not paid the amount due, measures may be taken by {} to enforce recovery.
APPENDIX (C) : SPECIFICATIONS OF DOCUMENTS

1. BILL
   a) State and/or service provider name
   b) Date of issue
   c) Flight period
   d) Bill reference
   e) User code/User name
   f) User billing address
   g) Claims to be submitted at the latest by (date)
   h) Payments to be received at the latest by (date)
   i) Amount to be paid
   j) Service provided and unit rate
   k) CRCO bank details (for payments)

2. PRO FORMA STATEMENT (STATEMENT OF FLIGHTS)
   a) State and/or service provider name
   b) Date of issue
   c) Flight period
   d) Bill reference
   e) Page number
   f) User Code/User Name
   g) User billing address
   h) Day of flight
   i) Line (item) number
   j) Flight number or aircraft registration
   k) Flight details:
      • time of departure
      • airport of departure
      • airport of arrival
• aircraft type

l) Entry point
m) Exit point
n) Distance (km)
o) Terminal charge amount
p) Route charge amount
q) Cumulative totals of charged amounts

3. **STATEMENT OF ACCOUNT**
   a) State and/or service provider name
   b) Date of issue
c) Reference of Statement
d) Page Number
e) User Code / User Name
f) User billing address
g) Item number
h) Value date of item
i) Item code
j) Item reference
k) Amount debit
l) Amount credit
m) Balance of each billing
n) Overall balance
o) CRCO bank details (for payments)

4. **CREDIT NOTE**
   a) State and/or service provider name
   b) Date of issue
c) Flight period
5. BILL FOR INTEREST ON LATE PAYMENT

a) State and/or service provider name
b) Date of issue
c) Page number
d) Interest bill reference
e) User code/User Name
f) User billing address
g) Interest due
h) Interest already billed
i) Interest amount to be paid immediately
j) Bill reference of unpaid bill
k) From date
l) To date
m) Overdue amount
n) Interest rate
o) Number of days
p) Interest amount
q) CRCO bank details (for payments)

6. **CREDIT NOTE FOR INTEREST ON LATE PAYMENT**
   a) State and/or service provider name
   b) Date of issue
   c) Page number
   d) Interest credit note reference
   e) User code/User Name
   f) User billing address
   g) Interest due
   h) Interest already billed
   i) Interest amount credited
   j) Bill reference of unpaid bill
   k) From date
   l) To date
   m) Overdue amount
   n) Interest rate
   o) Number of days
   p) Interest amount
   q) CRCO bank details
7. **(VAT) ANNEX TO BILL**
   a) State and/or service provider name
   b) Date of issue
   c) Flight period
   d) Document reference
   e) User code/User name
   f) User billing address
   g) User VAT number
   h) Identification of the service provider on behalf of which the VAT invoice is issued
   i) Service provider VAT number
   j) Amount liable to VAT
   k) VAT rate %
   l) VAT amount
   m) Total inclusive of VAT

8. **(VAT) ANNEX TO CREDIT NOTE**
   a) State and/or service provider name
   b) Date of issue
   c) Note number
   d) Document reference
   e) User code/User name
   f) User billing address
   g) User VAT number
   h) Identification of the service provider on behalf of which the VAT invoice is issued
   i) Service provider VAT number
j) Amount liable to VAT
k) VAT rate %
l) VAT amount
m) Total inclusive of VAT
APPENDIX (D) : REPORTS TO BE DISPATCHED TO { } 

These are the reports to be sent to { } 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 terminal charges billed by EUROCONTROL:

- total number of flights (chargeable, exempted, total)
- total number of service units (chargeable, exempted, total)
- accrued income in EUR

2. Recovery

Reports containing the information in respect of amounts due by flight periods and by user (monthly).

3. Accounting

- Situation of air navigation charges billed
- Situation of air navigation charges received
- Situation of air navigation charges disbursed
- Balance - amount still outstanding
APPENDIX (E) : MODEL REPORTING TABLES

(...)

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Appendix II

Estimate of collection costs (in EUR)

20XX cost estimate (in EUR)

<table>
<thead>
<tr>
<th>Personnel</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Personnel costs</td>
<td>X 000</td>
</tr>
<tr>
<td>Management costs</td>
<td>X 000</td>
</tr>
<tr>
<td>Missions</td>
<td>-</td>
</tr>
<tr>
<td>Total 1</td>
<td>X 000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Expenditure</th>
<th>X 000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies - Accommodation</td>
<td>X 000</td>
</tr>
<tr>
<td>Communications</td>
<td>X 000</td>
</tr>
<tr>
<td>Other expenditure</td>
<td>-</td>
</tr>
<tr>
<td>Total 2</td>
<td>X 000</td>
</tr>
</tbody>
</table>

Total X 000
Annex 4

Financial arrangements


A. Financial arrangements for activities covered under Annex 1 and Annex 2

1. The principles for the costs and annual charges to be borne by [State] are determined as follows:
   a. An initial 30% of the charges shall be calculated on the basis of the proportion that the value of the Gross Domestic Product (GDP) of the [State], as defined in paragraph 2 below, represents in relation to the total sum of GDPs of the EUROCONTROL Member States;
   b. A further 70% of the charges shall be calculated on the basis of the proportion that the value of the route facility cost-base of the [State], as defined in paragraph 3 below, represents in relation to the total sum of the route facility cost-base of the EUROCONTROL Member States.

2. The Gross Domestic Product to be used for the calculations shall be obtained from the statistics compiled by the International Monetary Fund — or failing that by any other body affording equivalent guarantees and designated under a decision of the Commission — by calculating the arithmetical mean for the last three years for which those statistics are available. The value of the Gross Domestic Product shall be that which is calculated on the basis of the factor cost and current prices expressed in EUR.

3. The route facility cost-base to be used for the calculations shall be the final cost-base established in respect of the last year but one preceding the financial year concerned.

4. The sharing formula defined in paragraph 1 shall be applied to the Agency Cost-base for Parts I and IX of the budget for the year in question. From the resulting amount 22.5% shall be deducted to compensate [State] for not having access to EUROCONTROL membership.

5. ATC and GDP values are converted into EUR on the basis of the average annual exchange rates provided by the International Monetary Fund (IFS — International Financial Statistics).

6. By analogy with the call for contributions from Member States, [State] shall pay the charges available to EUROCONTROL, at the latter's request, four times a year in the proportion of ¼ due on 20 January, 20 April, 20 July and 20 October.
   a. All amounts due by [State] shall be invoiced and paid in EUR to the appropriate bank account of EUROCONTROL, details of which will be provided separately by EUROCONTROL.
b. If [State] fails to pay the invoice by the due date, it shall pay an interest to EUROCONTROL in addition to the amount of the invoice. The interest on late payments shall be calculated on the basis of the Decision by the EUROCONTROL enlarged Commission relating to the rate of interest on late payments of route charges.

c. Notwithstanding paragraph b, should invoices remain unpaid after 60 days of the invoice due date, EUROCONTROL retains the right to suspend the activities provided to [State] within the scope of Annex 1 and Annex 2.

B. Financial arrangements for activities covered under Annex 3

The financial arrangements for activities covered under Annex 3 are defined in Article 8 of Annex 3.