

**VEREINBARUNG ÜBER DIE BEREITSTELLUNG UND DEN BETRIEB
VON FLUGSICHERUNGSEINRICHTUNGEN UND -DIENSTEN DURCH
EUROCONTROL
IN DER BEZIRKSKONTROLLZENTRALE MAASTRICHT**

**AGREEMENT RELATING TO THE PROVISION AND OPERATION OF
AIR TRAFFIC SERVICES AND FACILITIES BY EUROCONTROL AT THE
MAASTRICHT AREA CONTROL CENTRE**

**ACCORD RELATIF A LA FOURNITURE ET A L'EXPLOITATION
D'INSTALLATIONS
ET DES SERVICES DE LA CIRCULATION AERIENNE PAR
EUROCONTROL AU CENTRE
DE CONTRÔLE REGIONAL DE MAASTRICHT**

**OVEREENKOMST INZAKE DE TERBESCHIKKINGSTELLING EN
EXPLOITATIE
VAN INSTALLATIES EN DIENSTEN VOOR HET LUCHTVERKEER
DOOR
EUROCONTROL IN HET LUCHTVERKEERSLEIDINGSCENTRUM
; MAASTRICHT**

**ACORDO RELATIVO AO FORNECIMENTO E A EXPLORAÇÃO PELO
EUROCONTROL DAS
INSTALAÇÕES E DOS SERVIÇOS DO TRAFEGO AEREO NO CENTRO
DE CONTROLO
REGIONAL DE MAASTRICHT**

**AGREEMENT RELATING TO THE PROVISION AND OPERATION OF
AIR TRAFFIC SERVICES AND FACILITIES BY EUROCONTROL AT THE
MAASTRICHT AREA CONTROL CENTRE**

*THE FEDERAL REPUBLIC OF GERMANY,
THE KINGDOM OF BELGIUM,
THE GRAND DUCHY OF LUXEMBOURG,
THE KINGDOM OF THE NETHERLANDS,*

hereinafter called «the National Contracting Parties», on the one part,

AND EUROCONTROL, THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION,

hereinafter called «the Organisation», on the other part,

Whereas the Permanent Commission for the safety of air navigation of the Organisation (hereinafter called «the Commission»), on the proposal of the National Contracting Parties, has adopted future arrangements for the Maastricht Area Control Centre (hereinafter called «the Maastricht Centre»), and will decide on the implementation thereof pursuant to Annex 3 to the Protocol signed at Brussels on 12 February 1981 amending the EUROCONTROL International Convention relating to co-operation for the Safety of Air Navigation of 13 December 1960 (hereinafter called «the Protocol»),

Whereas the Maastricht Centre will be maintained as a EUROCONTROL establishment for the purpose of providing the Organisation with the essential link between the mandatory tasks in Article 2.1 of the EUROCONTROL Convention amended at Brussels in 1981 (hereinafter called «the amended Convention») and the practical execution of air traffic services, thus enabling the Organisation to maintain and develop its technical and operational know-how in the air traffic services field,

Whereas the arrangements satisfy the desire of the National Contracting Parties to entrust the Organisation with the provision and operation of air traffic facilities and services on behalf of the National Contracting Parties pursuant to the provisions of the amended Convention, and in particular Articles 2.2 (b) and 12 thereof,

Have agreed as follows:

Article 1

1. The National Contracting Parties shall entrust the Organisation, pursuant to Article 2.2 (b) of the amended Convention, with the provision and operation of en-route air traffic facilities and services, to the extent and in the manner prescribed in this Agreement. For this purpose, the Organisation shall employ the facilities at the Maastricht Centre, and shall provide the staff required for the operation and maintenance of the Centre.
2. Each of the National Contracting Parties shall retain, with regard to the airspace over its territory and within designated portions of the airspace over the high seas, on the basis of the Air Navigation Plan - European Region - of the International Civil Aviation Organization (hereinafter called «ICAO»), its competences and obligations in respect of aeronautical regulations, rule-making, airspace organisation and relations with international organisations, such as ICAO, and with airspace users and other third parties.

Article 2

1. The Organisation shall provide the facilities and operate the services for en-route air traffic, as defined in Article 3.3 of the amended Convention, in the airspace delimited in Annex I to this Agreement.
2. In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use free of charge, the installations, equipment and air-ground and ground-ground communications facilities listed in Annex II to this Agreement.
3. The National Contracting Parties, to the extent that they are competent to do so, shall take all measures necessary to enable the Organisation to discharge its responsibility under the present Agreement; this applies in particular to the allocation of radio frequencies.

Article 3

The Organisation shall determine the operational and technical measures required for the operation of air traffic services pursuant to the provisions of Annex I to this Agreement, with the aim of ensuring the safety, efficiency and expeditious flow of air traffic through the most cost-effective means. For this purpose, the Organisation shall:

- (a) establish through its Agency the means required for the discharge of its task pursuant to Annex 1 of the amended Convention (Statute of the Agency);
- (b) in agreement with the National Contracting Parties, ensure maximum compatibility between the services provided on the one hand by the Maastricht Centre and on the other by the National Contracting Parties in the airspaces under their control;
- (c) agree with the National Contracting Parties on the manner in which the facilities referred to in Article 2.2 of this Agreement shall be operated.

Article 4

1. The Agency's Committee of Management shall, on the proposal of the Agency's Director General, establish the operational and technical measures referred to in Article 3 above on the basis of the provisions in Article 5 of this Agreement, as well as the corresponding budgetary appropriations.
2. The Director General shall ensure the day-to-day operation of the air traffic services, including management of staff and equipment. For this purpose:
 - (a) he shall observe the Organisation's internal rules and staff service regulations, as well as any measures taken by the Committee of Management and the Commission pursuant to the provisions of Articles 3 and 5 of this Agreement;
 - (b) he shall maintain close consultation and coordination in the operational and technical fields with the air traffic services agencies of the National Contracting Parties.

Article 5

With the exception of the provisions of the 2nd, 3rd and 4th sentences of Article 7.1 of the amended Convention, the provisions of the said Convention, and those of Annex 1 thereto, in respect of decision-making procedures in connection with the tasks detailed in Article 2.1 of the Convention shall apply by analogy to the measures of an **inter alia** operational, technical or budgetary nature referred to in Articles 3 and 4 of the present Agreement. Measures voted by a simple or weighted majority shall require to obtain two-thirds of votes cast, this to include those of all of the National Contracting Parties.

Article 6

In the application of this Agreement, the National Contracting Parties shall undertake to establish joint working procedures intended to facilitate the taking of decisions by the Organisation and the achievement of the aims of compatibility, consultation and coordination referred to in Articles 3 and 4 of this Agreement.

Article 7

1. Investments in respect of facilities at the Maastricht Centre required for the performance of the tasks for which the Organisation is responsible under this Agreement shall be undertaken by the Organisation.
2. Such investments shall be financed by means of a special annex to the Organisation's budget. The financing procedure and the resources are specified in Part I of the Financial Protocol in Annex III to this Agreement.

Article 8

1. The operating costs incurred by the Organisation in respect of the Maastricht Centre shall be established in accordance with Part II of the Financial Protocol contained in Annex III to this Agreement, and shall be included in a special budgetary annex to the Organisation's budget. This annex shall be financed by the National Contracting Parties in accordance with a cost-sharing formula to be agreed between them.
2. All other costs incurred by the Organisation in connection with the operation of the Maastricht Centre, which are not included in the special budgetary annex, shall be borne by the Organisation.

Article 9

The EUROCONTROL staff serving at the Maastricht Centre shall be subject to the provisions governing the Organisation's staff.

Article 10

The Agreement between the Federal Republic of Germany and EUROCONTROL concluded on 3 November 1977 for the duration of the 1960 Convention and relating to the co-location of German Air Force units at the Maastricht Centre and the provision of installations, equipment and technical services shall remain unaffected.

Article 11

1. Each National Contracting Party shall be liable for any damage arising from, or in connection with, the services made available to the Organisation in accordance with the provisions of Article 2, paragraphs 2 and 3, of this Agreement to the extent to which such damage is attributable to the said National Contracting Party.
2. Except as provided in paragraph 1 of this Article, the Organisation shall indemnify the National Contracting Parties against any claim arising on account of damage sustained as a result of, or in connection with, the services provided in virtue of Article 1, paragraph 1, and Article 2, paragraph 1, of this Agreement.
3. The Organisation's liability may be invoked pursuant to Article 25.2 of the amended Convention. However, in the cases referred to in paragraph 1 of this Article, the Organisation has a right of recourse against the National Contracting Parties for any indemnification due in this respect.
4. The Organisation may take out insurance in its own name to cover all or some of the risks incurred in connection with this Agreement, including damage due to revenue loss, and in particular risks arising in connection with:
 - (a) liability towards third parties (airlines, users, passengers, etc.)
 - (b) liability towards States, and
 - (c) damage to, or loss of its installations.

Article 12

The provisions contained in the Annexes to this Agreement shall form an integral part hereof. They may however be modified by unanimous decision of the Commission. Any National Contracting Party may require that the implementation of such a decision be subject to written confirmation by the National Contracting Party concerned. However, the provisions laid down in Part II of Annex III to this Agreement, relating to the charging of pensions to the budget, shall not be subject to modification by the Commission.

Article 13

Any disputes which may arise relating to the interpretation or application of this Agreement, or of the Annexes thereto, shall be settled by applying **mutatis mutandis** the provisions of Article 31 of the amended Convention.

Article 14

1. This Agreement shall be subject to ratification, acceptance or approval.
2. Instruments of ratification, acceptance or approval shall be deposited with the Government of the Kingdom of Belgium.
3. This Agreement shall enter into force, following deposit of the instrument of ratification, acceptance or approval by the last National Contracting Party to complete this formality, once the Commission has brought the transitional period to an end as provided for in Annex 3 of the Protocol by deciding to implement the arrangements embodied in this Agreement for the future of the Maastricht Centre.
4. The Organisation shall become a party to this Agreement by its signature.
5. The Government of the Kingdom of Belgium shall notify the Governments of the other Member States of the Organisation, and the Organisation itself, of any deposit by the National Contracting Parties of an instrument of ratification, acceptance or approval, as well as the date of entry into force of this Agreement.
6. The Government of the Kingdom of Belgium shall cause this Agreement to be registered with the Secretary-General of the United Nations, in accordance with Article 102 of the Charter of the United Nations, and with the Council of ICAO, in accordance with Article 83 of the Convention on International Civil Aviation signed in Chicago on 7 December 1944.

Article 15

1. This Agreement shall remain in force until the Organisation ceases its activities at Maastricht following denunciation thereof pursuant to paragraph 3 of this Article, or during liquidation of the Organisation pursuant to paragraph 2 of this Article.
2. If the amended Convention is terminated in accordance with the provisions of Article 35.2. thereof, the Organisation shall ensure, in application of Article 35.3 of the amended Convention, the continued operation of the Maastricht Centre in conformity with the provisions of this Agreement until the National Contracting Parties have implemented alternative arrangements, at the latest within a period of four years.
3. However, any one of the National Contracting Parties, or the Organisation, may, without prejudice to paragraph 2 above, express its intention to terminate the present Agreement at any time after the expiry of four years from the date of its entry into force. This intention shall be notified to the Government of the Kingdom of Belgium, which shall notify it to the other Contracting Parties. The termination of this Agreement shall be effective on the expiry of a period of six years from the date of receipt of the notification by the Government of the Kingdom of Belgium.
4. The Party having requested the termination of this Agreement in accordance with paragraph 3 above shall bear the costs resulting from this termination.

ZU URKUND DESSEN haben die unterzeichneten Bevollmächtigten nach Vorlage ihrer in guter und gehöriger Form befundenen Vollmachten diese Vereinbarung unterschrieben.

GESCHEHEN zu Brüssel am 25. November 1986, in deutscher, englischer, französischer, niederländischer und portugiesischer Sprache in einer Urschrift, die im Archiv der Regierung des Königreichs Belgien hinterlegt wird; diese übermittelt den Regierungen der anderen Mitgliedstaaten der Organisation und der Organisation selbst eine beglaubigte Abschrift. Bei Abweichungen zwischen den Fassungen ist der Wortlaut in französischer Sprache massgebend.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, after presentation of their full powers, found to be in good and due form, have signed this Agreement.

DONE at Brussels, this 25th day of November 1986, in the German, English, French, Dutch and Portuguese languages, in a single original, which shall remain deposited in the archives of the Government of the Kingdom of Belgium, which shall transmit certified copies to the Governments of the other Member States of the Organisation and to the Organisation itself. In the case of any inconsistency, the text in the French language shall prevail.

EN FOI DE QUOI les Plénipotentiaires soussignés, après présentation de leurs pleins pouvoirs qui ont été reconnus en bonne et due forme, ont signé le présent Accord.

FAIT à Bruxelles, le 25 novembre 1986, en langues allemande, anglaise, française, néerlandaise et portugaise, en un seul exemplaire que restera déposé aux archives du Gouvernement du Royaume de Belgique qui en communiquera copie certifiée conforme aux Gouvernements des autres Etats membres de l'Organisation et à l'Organisation elle-même. Le texte en langue française fera foi en cas de divergence entre les textes.

TEN BLIJKE WAARVAN de ondergetekende Gevolmachtigden, na overlegging van hun in goede en behoorlijke vorm bevonden volmachten, deze Overeenkomst hebben ondertekend.

GEDAAN te Brussel, op 25 november 1986, in de Duitse, Engelse, Franse, Nederlandse en Portugese taal, in een enkel exemplaar dat blijft berusten in het archief van de Regering van het Koninkrijk België, die een gewaarmerkt afschrift hiervan doet toekomen aan de Regeringen van de overige Lid-Staten van de Organisatie en aan de Organisatie zelf. In geval van afwijking tussen de teksten is de Franse tekst doorslaggevend.

EM TESTEMUNHO DO que os Plenipotenciários abaixo assinados, após terem apresentado os seus plenos poderes, que foram reconhecidos em boa e devida forma, assinaram o presente Acordo.

FEITO em Bruxelas, no dia em 25 de Novembro de 1986, e livrado nas línguas alema, inglesa, francesa, neerlandesa e portuguesa num único exemplar, o qual ficará depositado nos arquivos do Governo do Reino da Bélgica que dele enviará cópia devidamente autenticada aos Governos dos restantes Estados-membros assim como à própria Organização. O texto em língua francesa fará fé em caso de divergência entre os textos.

Für die Bundesrepublik Deutschland:
For the Federal Republic of Germany:
Pour la République fédérale d'Allemagne:
Voor de Bondsrepubliek Duitsland:
Pela República Federal da Alemanha:

W. REPGES

Für das Königreich Belgien:
For the Kingdom of Belgium:
Pour le Royaume de Belgique:
Voor het Koninkrijk België:
Pelo Reino da Bélgica:

H. DE CROO

Für das Grossherzogtum Luxemburg:
For the Grand Duchy of Luxembourg:
Pour le Grand-Duché de Luxembourg:
Voor het Groothertogdom Luxemburg:
Pelo Grao-Ducado do Luxemburgo:

M. SCHLECHTER

Für das Königreich der Niederlande:
For the Kingdom of the Netherlands:
Pour le Royaume des Pays-Bas:
Voor het Koninkrijk der Nederlanden:
Pelo Reino dos Países Baixos:

H. Th. SCHAAPVELD

Für die Europäische Organisation für Flugsicherung:
For the European Organisation for the Safety of Air Navigation:
Pour l'Organisation européenne pour la sécurité de la Navigation aérienne:
Voor de Europese Organisatie voor de veiligheid van de luchtvaart:
Pela Organizacao Europeia para a Sугarança de Navegacao Aérea:

H. DE CROO
H. FLENTJE

ANNEX I

**Configuration of the airspace in respect of which the Organisation shall provide facilities
and operate en-route air traffic services**

The configuration of the airspace in respect of which the National Contracting Parties shall entrust the Organisation with the provision of facilities and operation of en-route air traffic services is defined as follows:

National Contracting Parties	Lateral limits	Vertical limits
Federal Republic of Germany	The airspace within the lateral limits of the Hanover Upper Flight Information Region.	Flight level 250 and above.
Kingdom of Belgium Grand Duchy of Luxembourg	The airspace within the lateral limits of the Brussels Upper Flight Information Region.	Flight level 250 and above (1).
Kingdom of the Netherlands	The airspace within the lateral limits of the Amsterdam Flight Information Region.	Flight level 300 and above, excluding the part of the Flight Information Region south of a line between 51° 42'20''N - 2° 10'15''E and 51° 38'4''N - 2° 30'E; Flight level 250 and above in respect of the area south of a line between 51° 38'4''N - 2° 30'E and 51° 16'15''N - 4° 6'30''E (1).

(1) The airspace shall be extended temporarily to flight level 200 and above pending the entry into service of the Brussels Area Control Centre's new facilities.

ANNEX II

Special provisions concerning national facilities and services to be made available to the Organisation by the National Contracting Parties

Article 2.2 of the Agreement

In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use, free of charge, the installations, equipment and air-ground and ground-ground communications facilities detailed below. In addition, the National Contracting Parties shall make available for use by the Organisation, free of charge, the facilities and services essential to the operation of air traffic services, e.g. AIS, MET information and navigational facilities.

FEDERAL REPUBLIC OF GERMANY

Radar

Radar data, including, where applicable, weather data, emanating from:

- a) Bremen SRE-LL1;
- b) Boostedt SRE-LL1;
- c) Lüdenscheid SRE-LL1;
- d) Pfälzerwald SRE-LL1.

Telecommunications

- a) Transmitter and receiver stations situated respectively at Brinkum and Habenhausen, together with the necessary transmitters and receivers;
- b) AFTN switching centre at Frankfurt (A300);
- c) Central control strip printing system (ZKSD) for the transmission of ACT and related messages.

Flow Control Facilities

LRNZ for ATFM purposes. ;

KINGDOM OF BELGIUM GRAND DUCHY OF LUXEMBOURG

Radar

- a) Radar data derived from the SRE-M5 and secondary radars situated at Bertem

Miscellaneous

- a) Weather information routed through and from the Meteorological Office at Zaventem.

KINGDOM OF THE NETHERLANDS

Radar

Radar data, including weather data emanating from the Signaal/LAR and weather radars at Leerdam.

Telecommunications

- a) Transmitter and receiver stations situated at Schiphol and Eelde, together with the necessary transmitters and receivers.

Miscellaneous

- a) Data derived from the SARP system for civil/military liaison purposes.

ANNEX III

Financial Protocol

governing the establishment and financing of those parts of the Organisation's budget covering expenditure in respect of the Maastricht Centre

Part I: *Investment expenditure*

Article 1

Investment expenditure in respect of the Maastricht Centre shall be covered by a special annex in Part III of the Organisation's budget.

Article 2

Investment expenditure under this special annex shall be offset by compensatory receipts provided by the common part of the Organisation's budget (Part I, Division 3, Section 6).

Article 3

Investment expenditure in respect of the Maastricht Centre covered by the special annex which is necessary for the discharge of the Organisation's responsibilities under the present Agreement shall, insofar as possible and subject to the provisions of Articles 4 and 5 of this Annex, be balanced by receipts accruing to the Organisation, viz :

- (a) receipts from special contributions, e.g. special contributions payable by the Federal Republic of Germany in respect of the military part of the total investment expenditure;
- (b) receipts from route charges for the use of air navigation services in the National Contracting Parties' airspace accruing in respect of annual amortisation and interest on the capital expenditure at the Maastricht Centre; in order to constitute such receipts, appropriate shares shall be entered in the national route charge cost-bases in accordance with a costsharing formula to be agreed between the National Contracting Parties. The cost-sharing formula, and any subsequent modification thereof, shall be communicated to the Organisation by the National Contracting Parties.

Article 4

1. If, in a given year, the total of the resources defined in Article 3 of this Annex is less than the amount necessary to offset the investment expenditure under the special annex, the difference shall be covered by the common part of the Organisation's budget (Part I).

2. If, in a given year, the total of the resources defined in Article 3 of this Annex exceeds the amount necessary to offset the investment expenditure under the special annex, the difference shall be considered as an extraordinary receipt in Part I of the budget and the Commission shall decide to what extent this excess will be used to reduce the contributions of the Member States to the common budget of the Organisation.

Article 5

If, in the event of a major extension, at the request of the National Contracting Parties, of the Centre's tasks as defined in Annex I to this Agreement, the amount necessary to offset the investment expenditure under the special annex considerably exceeds the resources available, and Member States' contributions to cover part of the pre-financing of the investments at the Maastricht Centre are considered to be an unacceptable charge on their individual national budgets, this part of the Financial Protocol shall be renegotiated in the light of the new situation.

Part II: *Operating expenditure*

Article 6

Operating expenditure in respect of the Maastricht Centre shall be covered by a special annex, separate from that covering investment expenditure in Part III of the Organisation's budget.

Article 7

1. The expenditure under this special annex shall be offset by direct contributions from the National Contracting Parties in respect of the control of General Air Traffic, payable in accordance with a cost-sharing formula to be agreed among them, and by a special contribution from the Federal Republic of Germany in respect of the military part of the operating costs.
2. The cost-sharing formula, and any subsequent modification thereof, shall be communicated to the Organisation by the National Contracting Parties.

Article 8

This special annex shall provide sufficient credits to cover all current running expenses incurred in ensuring the safe operation of the Maastricht Centre. It should include all items - in accordance with the agreed budgetary nomenclature - covered by the Maastricht Centre's budget in the year preceding the entry into force of this Agreement, and in particular:

- (a) the gross salaries and allowances of all Maastricht staff;
- (b) training expenses in respect of the Maastricht Centre's staff in accordance with the rules in force;
- (c) all termination payments payable as a consequence of a decision taken on the sole initiative of the National Contracting Parties with the exception of any termination payments made as a result of the entry into service of the new Brussels control centre;
- (d) the employer's part of the pension costs in respect of the Maastricht Centre's staff as determined in Article 9 of this Annex.

Article 9

Costs in respect of pension rights accumulated in a given year shall comprise the staff's contributions as defined in the Organisation's service regulations (included in the gross salaries as in the case of all staff members) and the employer's contributions, representing twice the amount of the staff's contributions. The employer's contributions shall be entered separately as expenditure in the special annex.

Article 10

As the eventual payment of pensions to the Organisation's staff will be defrayed out of the Organisation's common budget, both the staff's and the employer's parts of the pension costs shall be transferred from the special annex and entered as receipts in the Organisation's budget (Part I, Division 1, Section 2), these receipts reducing the Member States' overall contributions.