

AGREEMENT

between

**The European Organisation for the Safety of Air Navigation
(EUROCONTROL)**

and

Bosnia and Herzegovina, represented by

the Directorate of Civil Aviation of Bosnia and Herzegovina

relating to

**the provision by EUROCONTROL of support for the development
and improvement of the National Supervisory Authority's (NSA)
resources and processes**

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The European Organisation for the Safety of Air Navigation (EUROCONTROL) established by the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation as amended at Brussels in 1981 ("the amended Convention"), represented by its Director General, Mr. Frank BRENNER,

hereinafter referred to as "EUROCONTROL",

and

Bosnia and Herzegovina, represented for their respective competencies by the Directorate of Civil Aviation of Bosnia and Herzegovina, in turn represented by its Director General, Mr. Đorđe RATKOVICA,

hereinafter referred to as "BHDCA"

HAVING REGARD to Articles 2.2 (a), 7.2, 11.3 and 12 of the amended Convention,

HAVING REGARD to Measure No. 04/104 of the Permanent Commission of 08 October 2004 authorising the Agency to open negotiations and to conclude, on the Organisation's behalf, special agreements relating to the provision of support to Member States, to non-Member States which are Members of ECAC, or to International Organisations,

HAVING REGARD to Measure No. 14/207 of the Permanent Commission of 5 December 2014, with effect of 1.1.2015, approving the Support to States policy which foresees 50 person-days per State per year on average and as part of and included in the Member States Contributions relating to Part I of the Agency Budget.

CONSIDERING the support provided to the BHDCA since 2013 in the framework of the previous EATM Implementation Support Policy by EUROCONTROL to contribute to the implementation of a uniform European legislation and processes in line with the relevant SES framework.

CONSIDERING the support provided by EUROCONTROL to Bosnia and Herzegovina since 2012 in the context of the support to FABCE States.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - SCOPE

- 1.1. The subject of this Agreement is the provision of support ("Support") to the BHDCA by EUROCONTROL for the development and improvement of the National Supervisory Authority's (NSA) resources and processes.
- 1.2. The Support is detailed in Annex 1.
- 1.3. EUROCONTROL shall not, however, be held responsible for any decision in the operational, technical, financial, legal and/or managerial field taken by the BHDCA in execution of its duties and/or prerogatives.

ARTICLE 2 – SUB-CONTRACTS

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

ARTICLE 3 – COST

- 3.1. The costs of the support provided by EUROCONTROL to BHDCA shall be charged in accordance with the relevant EUROCONTROL charging policies in force at the date of signature of this Agreement (see Annex 2).
- 3.2. In the event of any modifications of these rules by EUROCONTROL's competent authorities during the execution of this Agreement, the modified rules shall apply. The BHDCA may terminate this Agreement in case they do not agree with the modified rules.
- 3.3. The maximum planned cost will be between €0 and €80,372.50 (€80,372.50 being the cost of the planned efforts and outsourcing in Annex 2).

ARTICLE 4 – PAYMENT

When applicable with regard to the charging of the costs:

- 4.1. The funds shall be made available by the BHDCA to EUROCONTROL through a Special Annex to EUROCONTROL's Budget.
- 4.2. EUROCONTROL shall request further instalments at least every 6 months based on the advancement of work from the BHDCA as the implementation of this Agreement progresses. Payment shall be made within a period of 30 (thirty) calendar days beginning from the date the invoice has been issued.
- 4.3. Any delay in the payment of the amounts due according to paragraph 4.2. above shall give rise to the payment of interest on arrears calculated on the basis of the Decision by the EUROCONTROL Enlarged Commission relating to the rate of interest on late payments of route charges. Each day's delay beyond the periods mentioned in paragraph 4.2. above shall be calculated as 1/360 of a year.
- 4.4. Notwithstanding the above, should invoices remain unpaid after 60 days of the invoice due date, EUROCONTROL retains the right to cease the activities provided to the BHDCA within the scope of this Agreement.

- 4.5. The BHDCA shall communicate to EUROCONTROL the appropriate payment services and EUROCONTROL shall communicate to the BHDCA the appropriate bank details.
- 4.6. The financial management of this Agreement shall be executed in accordance with the provisions of the Financial Regulations of the EUROCONTROL Agency. Upon specific written request to EUROCONTROL, a final statement of account shall be submitted to the BHDCA within a period of 6 (six) months after the completion of the work under this Agreement.
- 4.7. The BHDCA shall be authorised to scrutinise the relevant accounts on request.

ARTICLE 5 – STAFF SUPPORT

- 5.1. EUROCONTROL staff assigned to the BHDCA for the execution of this Agreement shall remain subject to the Staff Regulations governing the Officials of the EUROCONTROL Agency.
- 5.2. The BHDCA shall provide office accommodation and normal administrative services (such as the use of telephone / telefax / information technology facilities for official purposes and secretarial services).

ARTICLE 6 – LIABILITY

- 6.1. Each Contracting Party shall exonerate the other from all civil liability arising from loss, damage or bodily injury suffered by its staff as a result of the performance of this Agreement, where such loss, damage or bodily injury is not due to grave negligence or deliberate omission or wrongful act on the part of the other Contracting Party or its staff.
- 6.2. Staff of each Contracting Party to this Agreement shall observe the laws of the respective host country and the rules relating to the conduct of foreigners.

ARTICLE 7 – INTELLECTUAL PROPERTY RIGHTS

- 7.1. Any intellectual property rights in tangible or intangible deliverables resulting from the performance of this Agreement shall be the exclusive property of EUROCONTROL. Bosnia and Herzegovina shall have a non-exclusive, royalty-free, perpetual license to use the deliverables for their own vested tasks, which includes the right to sub-license if so required for that purpose, but excluding any use for commercial purposes.

ARTICLE 8 – CONFIDENTIALITY

- 8.1. Except with the prior consent of the other Contracting Party, neither Contracting Party shall disclose any technical or financial detail of this 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.
- 8.2. Any disclosure to any person permitted under paragraph 8.1. above shall be in strict confidence and shall extend so far only as may be necessary for the purpose of this Agreement.

ARTICLE 9 – AMENDMENTS

- 9.1. This Agreement may be modified only by an instrument in writing of equal formality, signed by the duly authorised representatives of both Contracting Parties.
- 9.2. The Annexes to this Agreement may be modified by exchange of letters between the Director General of the BHDCA and the Director General of EUROCONTROL.

ARTICLE 10 – ENTIRE AGREEMENT

- 10.1. This Agreement, including its Annexes, forms the entire agreement between the Contracting Parties for the provision by EUROCONTROL of Support to the BHDCA for the development and improvement of the National Supervisory Authority's (NSA) resources and processes.
- 10.2. In case of divergence between the Annexes and this Agreement, the Agreement shall prevail.

ARTICLE 11 – DISPUTE SETTLEMENT

- 11.1. In the event of a dispute arising between the Contracting Parties to this Agreement concerning the interpretation, application or performance thereof which cannot be settled by direct negotiation or by any other means, the provisions of Article 31 of the amended Convention shall apply *mutatis mutandis*.

ARTICLE 12 – ENTRY INTO FORCE – DURATION - TERMINATION

- 12.1. This Agreement shall enter into force on the day of its signature by both Contracting Parties.
- 12.2. This Agreement shall remain in force until declaration by both Contracting Parties that its objective has been met successfully, with a maximum of 36 months after which it terminates automatically. The termination of this Agreement following such declaration shall only be effective upon an exchange of letters duly signed by the Contracting Parties.
- 12.3. Notwithstanding the provision of paragraph 12.2. above, this Agreement may be denounced by either Contracting Party subject to giving 6 months' prior written notice. The BHDCA shall remain liable for full payment of all costs incurred by EUROCONTROL up to the date of expiry of this Agreement so denounced.
- 12.4. In case of emergency or war the provisions of this Agreement may be suspended by either Contracting Party.

Done in two originals in the English language.

For EUROCONTROL

On behalf of the Director General, by special
delegation

Acting Director of Resources

For the BHDCA

Director General



Conrad CLEASBY

Brussels, 05 AVR. 2016



Đorđe RATKOVICA

Banja Luka

Broj: 1-3-14-1-327-2/16

DESCRIPTION OF SUPPORT

1.1 Scope and Objectives of the Support

The scope of this Agreement is the provision of support by EUROCONTROL to the BHDCA regarding the implementation of the Single European Sky (SES) and SESAR deployment.

The high-level objectives of the Special Agreement are to:

- Develop specific processes and procedures to allow the transposition and implementation of EASA Working Arrangements and the ECAA Agreement in ATM/ANS area;
- Implement specific processes with awareness and coaching of its staff;
- Develop and improve NSA tasks and processes;
- Develop civil-military co-ordination processes and procedures in accordance with the provisions of the SES legislation;
- Support the BHDCA in their activities related to the FAB Central Europe (FABCE).

It is acknowledged that support to BHANSA regarding Phase II of the BHATM Transition Plan is provided under the Special Agreement between BHANSA and EUROCONTROL of 30.11.2015.

1.2 Project Management Plan

On the basis of the high-level objectives defined in §1.1 above, a Project Management Plan (PMP) will be agreed between EUROCONTROL and the BHDCA. The PMP will define the co-operation, work distribution and timing of the work packages and tasks, and the necessary resources. The PMP will be updated as required.

1.3 Beneficiaries of the Support

The main beneficiaries of this project are the BHDCA, the Bosnian Air Traffic Service Provider, FABCE, the Network Manager and EUROCONTROL.

The benefit of the project is to allow the BHDCA to further comply with EU and EASA regulations/requirements.

1.4 Roles and Responsibilities of EUROCONTROL

General project management will be assumed by the Project Manager, **Mr. Bogdan BRAGUTA**. The Project Manager will be responsible for the execution and follow-up of the project. He is responsible for:

- Establishing work package sub-groups, as required;
- Reporting to the BHDCA and Head DPS/SSR (or coordinating with the Regional coordinator of FABCE activities when Head of DPS/SSR is absent);

- Organising and chairing discussions to find solutions to operational and technical problems and initiating decisions and/or actions to avoid delays and minimise/manage risks, etc.;
- Monitoring and controlling project costs;
- Distributing information pertaining to the project;
- Arranging for proper communications and reporting through the project;
- Developing and maintaining liaisons within EUROCONTROL and the BHDCA;
- Organising ad-hoc meetings, as necessary;
- Assigning and distributing tasks to EUROCONTROL Project Teams members;
- Proposing missions and relevant expenses for EUROCONTROL staff.

1.5 Roles and Responsibilities of BHDCA

The BHDCA contact person will ensure the proper distribution of all information within their organisations. He will organise all meetings and workshops taking place in Bosnia and Herzegovina and will make sure that all guidance material provided to the BHDCA is properly distributed.

The BHDCA will appoint a Project Manager (PM) and communicate their details to the EUROCONTROL Project Manager in due time. The BHDCA PM will look after the day-to-day operational aspects of the project and shall:

- Coordinate the implementation of new practices on behalf of the BHDCA;
- Coordinate the PMP on behalf of the BHDCA;
- Liaise with the EUROCONTROL Project Manager on all aspects of the project;
- Coordinate the timely availability of BHDCA resources for the execution of the project;
- Manage the local development and acceptance of the project deliverables;
- Receive and distribute all project correspondence;
- Maintain project interfaces (names and addresses);
- Co-ordinate and deliver project information and documentation;
- Make available human resources (from the BHDCA and other organisations) required for the project;
- Arrange and take part in meetings;
- Ensure that actions agreed with members of the BHDCA are achieved in a timely manner.

The BHDCA has to co-operate with the EUROCONTROL experts involved in the various tasks.

It is necessary for BHDCA staff to become involved in the associated projects and tasks at an early stage. Although the support of EUROCONTROL experts the task including the development of the identified deliverables should be managed by BHDCA staff and these staff should get ownership of the deliverables and processes.

1.6 Reporting

The EUROCONTROL and BHDCA Project Managers will have progress meetings as/when the need arises. Draft minutes may accompany each meeting if so required and will become official once agreed by all parties involved. An action list may also be maintained.

The PMs will also produce progress reports up to 3 times per year, concentrating on any deviations from the project plan. Ad-hoc status reports may be prepared on request of the BHDCA or EUROCONTROL management.

Once the project has been completed, a close-out report will be produced, listing the deliverables, recommendations and any lessons learned.

1.7 Documentation Management

Prior to any document delivery, at least one draft version will be issued for review and official approval by the BHDCA experts involved in the respective work packages.

All documentation will be in English and available as soft copies, thereby facilitating their exchange through electronic means. Accordingly, all documentation generated by the project (e.g. minutes, notes, reports, correspondence, deliverables, etc.) will be kept as electronic copies only.

1.8 Risk Management

During the project, the EUROCONTROL and BHDCA PMs will monitor and mitigate the areas and instances of possible risk. Risk management will be conducted at an appropriate level for the project, with mitigations agreed between all parties concerned and implemented accordingly.

1.9 Human Resources Management

For planning purposes, the required effort is estimated in person-days per work package per calendar year. For each reporting period, the actual level of completion will be recorded and compared to the planning. Corrective actions will be taken when significant deviations are observed.

ANNEX 2

In accordance with Permanent Commission Measure No. 14/207 (dated 5.12.2014), with effect of 1.1.2015, the Support to States Policy foresees 50 person-days per State per year on average and as part of the Member States' contributions relating to Part I of the Agency Budget.

In order to implement this measure, as of 1.1.2015, every Member State is entitled each year to 50 working days free of charge included in its annual State contribution to the EUROCONTROL budget. This amount accumulates with the amount not used during the previous year. The total amount available cannot exceed 100 working days in any given year and 150 working days over a rolling 3 year period.

When one or more agreements are in force, at the end of the year, the total number of working days used during the year is deducted from the total amount available at the beginning of the year on a first come first served basis.

Should the Agency's support provided during the year under the new Support to States Policy exceed the total amount available at the beginning of the year, the Agency shall be reimbursed for the days in excess on the basis of the daily rates provided in the "Information on Costs of EUROCONTROL" table below.

Should the Agency's support exceed the total amount available at the beginning of the year, the Agency shall be reimbursed for travel costs and daily subsistence for the missions in excess. The amount is calculated on the basis of the information on travel and accommodation costs provided in the "Information on Costs of EUROCONTROL" table below.

The Agency shall be reimbursed for all outsourcing costs.

Information on Costs of EUROCONTROL

(a)	Support (maximum fee per person per day including Indirect Costs) for 2016 ¹	€1,347.45
(b)	Travel and Accommodation Cost (for 1 mission)	€1,300.00

Planned Effort of EUROCONTROL and Outsourcing

		Planned
(c)	Technical Support (planned days)	50
(d)	Planned Missions	10
(e)= (c)*(a)+(d)*(b)	Maximum cost of planned effort	€80,372.50
(f)	Outsourcing	€0
(e)+(f)	Maximum cost	€80,372.50

¹ The daily rate will be annually adjusted in function of the actual Agency staff costs as per the January payroll.

1. MONITORING THE PROGRESS OF WORK

- 1.1 The execution of the work related to all the Special Agreements in which Bosnia and Herzegovina allocates effort from the 50 working days free of charge will be reported to the BHDCA via quarterly monitoring reports. The quarterly report is used to document the deliverables achieved (with reference to the PMP), the EUROCONTROL effort spent on the activities and the missions of EUROCONTROL staff in the relevant quarter.
- 1.2 The quarterly reports must be accepted in writing by the BHDCA prior to proceeding with the following steps.
- 1.3 If EUROCONTROL has not received any acceptance of the report after 2 weeks, it will be considered approved (i.e. silent approval).

2. ALLOCATING FABCE EFFORT TO BHDCA

- 2.1 The effort of EUROCONTROL staff is counted on a calendar basis.
- 2.2 The effort spent by EUROCONTROL since the beginning of the year to support FABCE activities is calculated every quarter. This total effort spent is allocated proportionally to the BHDCA according to the agreement between the FABCE States.

3. BHDCA ALLOCATING EFFORT TO BHANSA

- 2.1 EUROCONTROL's effort is counted on a calendar basis and is deducted from the number of days free of charge allocated to BHDCA.
- 2.2 Such effort cannot exceed the number of days allocated to BHANSA at the beginning of each year. The effort is communicated to BHDCA on a quarterly basis.

4. INFORMING THE BHDCA ON EFFORT PROVIDED

- 4.1 The BHDCA receives the following monitoring reports on the:
 - a. effort spent in the support of BHDCA at national level, if any;
 - b. effort spent in the support of FABCE allocated to the BHDCA as described in §2 of this Annex;
 - c. effort spent in the support of BHANSA allocated to the BHDCA as described in §3 of this Annex;
 - d. balance of days left, i.e. the total amount of days available to the BHDCA at the beginning of the year minus the effort referred in a), b) and c) above.
 - e. costs and missions to be charged, if any.

5. NOTIFICATION IN CASES WHERE THE ANNUAL CONTRIBUTION OF THE BHDCA MAY BE EXCEEDED

- 5.1 Three cases have been identified where there is a risk of exceeding the annual contribution of the BHDCA to support various activities. These are:
 - i. the FABCE effort allocated to the BHDCA exceeds the annual contribution of the BHDCA to support FABCE;

- ii. the BHANSA effort allocated by the BHDCA exceeds the annual contribution of the BHDCA offered to support BHANSA;
 - iii. the total effort spent to support the BHDCA at national, BHANSA and FABCE levels exceeds the number of days available to the BHDCA at the beginning of the year.
- 5.2 Where the FABCE effort allocated to the BHDCA risks exceeding the annual contribution of BHDCA to support FABCE and to guarantee that no additional costs are incurred without the formal agreement of the BHDCA:
- a) EUROCONTROL will request written confirmation from the BHDCA prior to continuing to provide support to FABCE;
 - b) the authorised State administrative body presiding over the FABCE NSA Coordination Committee will be informed of the request;
 - c) EUROCONTROL's support to FABCE will be suspended until it receives such confirmation.
- 5.3 Where the BHANSA effort allocated by the BHDCA risks exceeding the annual contribution of BHDCA offered to support BHANSA:
- a) BHANSA will be held responsible and charged in accordance with Annex 2 of this Agreement;
 - b) EUROCONTROL will request written confirmation from the BHDCA to continue providing support to them at no cost in accordance with this Agreement;
- 5.4 Where the total effort spent supporting the BHDCA risks exceeding the number of days available to the BHDCA at the beginning of the year and to guarantee that no additional costs are incurred without the formal agreement of the BHDCA:
- a) EUROCONTROL will request written confirmation from the BHDCA prior to continuing to provide support to the BHDCA;
 - b) EUROCONTROL's support to the BHDCA will be suspended until it receives such confirmation.
- 5.5 Notwithstanding the outcomes of 5.2, 5.3 and 5.4 above, EUROCONTROL's support activities will resume at the beginning of the following year.