

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.