

# EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

## EUROCONTROL

-Directives of the Permanent Commission -

### DIRECTIVE N°22/111

**requesting the Agency to establish and manage a European ATM Voluntary Solidarity Fund to support Ukraine and Moldova in sustaining, for 2022 and 2023, staff/training costs and any other costs to ensure operational readiness when air traffic recovers**

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960, as amended by the Protocol signed at Brussels on 12 February 1981 and in particular Articles 6.1(b) and 7.3 thereof;

Having regard to Decision No 22/138 of the Permanent Commission of 24 November 2022 entrusting the Organisation with the task of creating voluntary solidarity funds in support of one or more Member States in air traffic crisis situations;

Considering the current war situation in Ukraine and the consequent closure of most of Moldova's airspace to overflights;

Considering that Ukraine and Moldova are therefore in a situation where they cannot ensure their responsibility vis-à-vis the provision of air navigation services in their respective airspace, with the resulting impact on the staff and infrastructure which are essential to keep and maintain when traffic is once more possible;

Considering that this situation constitutes an air traffic crisis situation due to reasons beyond Ukraine's and Moldova's control;

Considering the missing revenues resulting from the loss of air traffic and the necessity to support Ukraine and Moldova in sustaining, for 2022 and 2023, staff/training costs and any other costs to ensure operational readiness when air traffic recovers;

Considering Member States' willingness to apply, on a voluntary basis, the solidarity principle, also in order to safeguard the continuum and integrity of the network when traffic is once more possible in Ukraine's and Moldova's respective airspace;

Considering that in accordance with the Financial Regulations applicable to the Route Charges System, and in particular Article 4 thereof, the route charges collected may be distributed to recipients designated by the States;

On the proposal of the Provisional Council;

GIVES THE FOLLOWING DIRECTIVE TO THE AGENCY:

#### Article 1

The Agency shall establish and manage a European ATM Voluntary Solidarity Fund in order to support Ukraine and Moldova in sustaining, for 2022 and 2023, staff/training costs and any other costs to ensure operational readiness when air traffic recovers for a total amount of 46.5 MEUR. The Fund is held by the Organisation and has no legal personality.

Article 2

The principles governing the functioning of the European ATM Voluntary Solidarity Fund referred to in Article 1 (e.g. voluntary contribution, donation, direct transfer or transfer of route charges) are contained at Annex 1.

Article 3

The template for the Special Agreements with Ukraine and Moldova respectively relating to the requirements for the use of this European ATM Voluntary Solidarity Fund and all associated administrative and governance arrangements is at Annex 2.

Article 4

This Directive shall enter into effect at the date of its signature.

Done at Brussels on 24/11/2022



Māris Gorodcovs  
President of the Permanent Commission

**Principles governing the functioning of the European ATM Voluntary Solidarity Fund**

The following principles shall apply to the European ATM Voluntary Solidarity Fund of a total amount of 46.5M EUR created in order to support Ukraine and Moldova (43.5M EUR and 3.0M EUR respectively) in sustaining, for 2022 and 2023, costs with respect to staff/ training costs and any other cost to ensure operational readiness once air traffic recovers :

1. Financing of the Fund: funded on a voluntary basis by any EUROCONTROL Member State that decides to contribute to the Fund (donation)<sup>1</sup>
2. Participation in the Fund: The percentage of each State's share taking part in the Fund is established based on an allocation key taking into account their net amount billed in the year 2019. The objective is to achieve a total amount of 46.5 MEUR to support Ukraine and Moldova in sustaining, for 2022 and 2023, staff/ training costs and any other costs to ensure operational readiness once air traffic recovers.  
The details of the financing of the fund /allocation key per State are below.
3. Management and of the Fund: the Fund is managed by the Agency. The Fund will be subject to audit procedures and oversight and the DG will report to the Permanent Commission through the Provisional Council.
4. Contributions to the Fund: States shall inform the PC/CN Secretary of their chosen option to finance the Fund:
  - a. Transfer of route charges: the amounts due by each State shall be deducted from the national route charges collected on behalf of the participating States by the CRCO, starting on 15 December 2022, with the total amount per State established in the table below to be retained in equal payments on a monthly basis over a period of maximum 6 months, and be transferred to the designated accounts of the Fund under article 5 below. The decision of the States to retain amounts from the collected route charges for the Fund supersedes any current payment instructions already provided to EUROCONTROL by the States for the transfer of route charges. These charges shall be deducted from the amounts to be paid to the main current beneficiary of the collected route charges; or
  - b. Direct transfer to the Fund: the total amount due by each State established in the table below shall be transferred by the State to the designated accounts of the Fund under article 5 below. The amount due shall be transferred in maximum 6 equal payments on the 15<sup>th</sup> of each month (or the following working day if the 15<sup>th</sup> is not working day), starting with the first payment on 15<sup>th</sup> December 2022. Alternatively, the payment can be made in a lump sum at the latest by 15 May 2023. The basis for payment for States choosing this option shall be the present Directive of the Permanent Commission and in particular the table below. Confirmation of the amounts to be paid by a State to the Fund can be issued by the Agency to the State concerned on request.
5. Accounts of the Fund: the amounts deducted from the national route charges (4.a above) or directly transferred (4.b above) will be credited to two separate accounts, one for each State, pro rata. The accounts shall be set up in the name of the Organisation and be managed separately from the other assets of the Organisation.

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<sup>1</sup> In view of a third party attachment order, route charges collected on behalf of one State cannot currently be retained and disbursed to the Fund; the contribution of that State to the Fund will therefore be through option 4.b.

6. Payments to Ukraine and Moldova:
  - a. The beneficiary State (Ukraine or Moldova) shall issue a written request to the Agency to benefit from whole or part of the amounts credited in the relevant accounts. In such request the State shall formally state that the requirements as set out under 7 are fulfilled.
  - b. Such request shall be signed by the duly authorised representative of the State as established in the Special Agreement relating to the requirements for the use of the European ATM Voluntary Solidarity Fund and all associated administrative and governance arrangements, and according to a template to be provided by the Agency.
  - c. Upon receipt of the said request, the Agency shall review the formal validity of the same and check that (i) the requested amounts are available in the Fund and (ii) the Agency is not prevented from making any payment due to any reason beyond its control.
  - d. If these conditions are fulfilled, the Agency will notify the State and inform it of the payment amount and date. Until that notification, no claim from the State shall exist against EUROCONTROL with respect to the amounts to be disbursed through the Fund.
  - e. The last written request from the beneficiary States shall be received at the latest by 1<sup>st</sup> December 2023 and should cover the remaining amounts in the Fund designated bank accounts.
  - f. Beneficiary States shall keep for a period of 5 (five) years all justifying documents needed for potential audit purposes. The costs of the audit procedures shall be borne by the beneficiary States.
7. Use of the Fund: the Fund is created exclusively to support Ukraine and Moldova in sustaining, for 2022 and 2023, staff/ training costs and any other costs (including a project coordinator nominated by Ukraine and based at EUROCONTROL) to ensure operational readiness when air traffic recovers thereby, contribute to the availability of air navigation services to facilitate the traffic recovery once hostilities in Ukraine have subsided and civilian air traffic services are deemed safe in all or parts of the affected airspace, in accordance with the Special Agreement relating to the requirements for the use of the European ATM Voluntary Solidarity Fund to be signed by Ukraine and Moldova to benefit from the Fund. EUROCONTROL cannot be held liable for any misuse of the amounts received by the beneficiary States under the Fund.
8. Suspension of the financing of the Fund: if, despite the availability of amounts in the Fund, the Agency is prevented from making any payment due to reasons beyond its control or in case the conditions for the access by Ukraine and/or Moldova to the support as defined in the Special Agreement should cease to exist, the Organisation may in part or totally suspend any obligation or right in relation to the Fund.
9. Liquidation of the Fund: the Agency, on behalf of the Organisation, is delegated authority to liquidate the Fund once the total amount received in the Fund is disbursed to Ukraine and Moldova in line with these principles. The Agency, on behalf of the Organisation, is delegated authority to liquidate in part or totally the Fund beforehand if its financing or the possibility for the Agency to release the corresponding amount to Ukraine or Moldova is in part or totally suspended and/or made impossible for a period of six months or more and where the circumstances allow so. The Agency will inform the Member States accordingly and reimburse the amounts left in the account/s pro rata to the contributing States.
10. Treatment of the amounts transferred to, and received under, the Fund: the revenues of States dedicated to the Fund should not be considered as lost revenues and, therefore, not be recovered from airspace users in a subsequent period. Likewise, the amounts

received by Ukraine and Moldova from the Fund should be reflected as revenues in their accounts.

State	Net amount billed 2019 in €	% on amount billed 2019 (except Moldova and Ukraine)	Amount to be paid for Moldova and Ukraine	% for solidarity vs Planned Total Revenues 2022
Albania	25,207,431	0.319%	148,539	0.6%
Armenia	6,060,819	0.077%	35,714	0.8%
Austria	225,893,954	2.863%	1,331,118	0.7%
Belgium	168,386,386	2.134%	992,245	0.4%
Bosnia and Herzegovina	42,621,462	0.540%	251,154	0.7%
Bulgaria	125,673,883	1.593%	740,555	0.6%
Croatia	92,869,869	1.177%	547,251	0.6%
Cyprus	65,409,681	0.829%	385,438	0.6%
Czech Republic	116,537,608	1.477%	686,717	0.6%
Denmark	101,094,740	1.281%	595,718	0.6%
Estonia	26,363,754	0.334%	155,353	0.6%
Finland	50,386,439	0.639%	296,911	0.7%
France	1,317,167,742	16.692%	7,761,633	0.6%
Georgia	14,458,110	0.183%	85,197	0.4%
Germany	961,430,349	12.184%	5,665,390	0.6%
Greece	181,139,688	2.295%	1,067,396	0.6%
Hungary	94,778,295	1.201%	558,497	0.5%
Ireland	130,017,607	1.648%	766,151	0.6%
Italy	774,067,572	9.809%	4,561,324	0.7%
Latvia	25,841,780	0.327%	152,277	0.6%
Lithuania	26,379,834	0.334%	155,448	0.6%
Luxembourg	7,974,880	0.101%	46,993	0.4%
Malta	22,259,678	0.282%	131,169	0.6%
<i>Moldova</i>	<i>5,081,857</i>			
Montenegro	8,700,624	0.110%	51,270	0.5%
Netherlands	190,554,543	2.415%	1,122,875	0.5%
North Macedonia	17,886,029	0.227%	105,396	0.6%
Norway	104,060,182	1.319%	613,192	0.5%
Poland	201,857,165	2.558%	1,189,477	0.6%
Portugal	152,663,524	1.935%	899,596	0.5%
Romania	151,495,588	1.920%	892,713	0.5%
Serbia	70,395,958	0.892%	414,820	0.5%
Slovak Republic	63,722,297	0.808%	375,494	0.6%
Slovenia	37,323,848	0.473%	219,937	0.6%
Spain	796,341,137	10.092%	4,692,574	0.7%
Sweden	191,544,047	2.427%	1,128,706	0.5%
Switzerland	168,697,494	2.138%	994,078	0.6%
Türkiye	397,311,482	5.035%	2,341,225	0.5%
<i>Ukraine</i>				
United Kingdom	736,586,331	9.334%	4,340,459	0.5%
<b>Total</b>	<b>7,896,243,667</b>	<b>100.000%</b>	<b>46,500,000</b>	<b>0.6%</b>

**AGREEMENT**

**between**

**EUROCONTROL**

**and**

**[STATE]**

**relating to the implementation of the  
European ATM Voluntary Solidarity Fund**

## **AGREEMENT**

**between**

**EUROCONTROL**

**and**

**[STATE]**

**relating to the implementation of the European ATM Voluntary Solidarity Fund**

EUROCONTROL<sup>1</sup>, having its address at Rue de la Fusée 96, 1130 Brussels, Belgium, represented by its Director General, Mr Eamonn BRENNAN;

hereinafter referred to as “EUROCONTROL”,

and

[STATE] represented by .....

hereinafter referred to as “[.....]”

Hereinafter together referred to as the “Parties”.

HAVING REGARD to Decision No. XX/XX of the Permanent Commission of XX/XX/XX entrusting the Organisation with the task of creating voluntary solidarity funds in support of one or more Member States in air traffic crisis situations;

HAVING REGARD to Directive No. XX/XX of the Permanent Commission of XX/XX/XX requesting the Agency to establish and manage a European ATM Voluntary Solidarity Fund to support Ukraine and Moldova in sustaining, for 2022 and 2023, staff/training costs and any other costs to ensure operational readiness when air traffic recovers,

HAVING REGARD to Articles 7.2 and 11 of the amended Convention,

CONSIDERING the current war situation in Ukraine and the resulting effects on the provision of air navigation services in [STATE], in particular the impact on staff and infrastructure which need to be maintained to ensure the provision of air navigation services when traffic is once more possible;

CONSIDERING that the purpose of the establishment of the European ATM Voluntary Solidarity Fund is to allow a rapid resumption of ATM services, once hostilities have reduced and civil air traffic services are deemed safe in all or parts of the affected airspace and this to the benefit of all European network

**HAVE AGREED AS FOLLOWS:**

### **ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to define the use of the funds made available by the EUROCONTROL Member States through the establishment of the European ATM Voluntary

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<sup>1</sup> The European Organisation for the Safety of Air Navigation

Solidarity Fund and to set up the necessary administrative arrangements to ensure the payment out of the Fund to [STATE].

## **ARTICLE 2 – USE OF THE FUNDS**

- 2.1. [STATE] commits to use the funds received by EUROCONTROL for the sole purpose of financing the following costs for the years 2022 and 2023:
  - staff costs such as salaries of operational staff, related support staff costs and staff costs associated with system maintenance;
  - training costs;
  - any other costs to ensure operational readiness when air traffic recovers.
- 2.2. EUROCONTROL is empowered to refuse any payment whenever it has reasonable grounds to believe that the funds are not intended to finance the costs listed under 2.1.
- 2.3. Any misuse of funds already transferred by EUROCONTROL to [STATE] gives EUROCONTROL the right to terminate this Agreement with immediate effect and to recover from [STATE] any amount already paid.

## **ARTICLE 3 – PAYMENT**

- 3.1 Any time [STATE] intends to make use of the European ATM Voluntary Solidarity Fund, it shall fill in a written request stating the amount required and the relevant use of the funds requested according to a template to be provided by the Agency. Such request shall be signed by the duly authorised representative of the State and addressed to the Director General of EUROCONTROL.
- 3.2 Upon receipt of the said request, the Agency shall review the formal validity of the same and check that (i) the requested amounts are available in the Fund and (ii) the Agency is not prevented from making any payment due to any reason beyond its control. If these conditions are fulfilled, the Agency shall notify [STATE] accordingly and inform it of the payment term.
- 3.3 Until that notification from the Agency, no claim from [STATE] shall exist against EUROCONTROL with respect to the requested amounts.
- 3.4 [STATE] agrees that any fees for the transfer of the amounts into/from the Fund or any negative interest rate or exchange rate that may impact the amounts available in the Fund shall be covered by the Fund itself and reflected as appropriate in the payments made to [STATE].
- 3.5 [STATE] shall keep for a period of 5 (five) years all justifying documents needed for potential audit purposes and bear the costs of the audit.

## **ARTICLE 4 – SUSPENSION OF THE PAYMENT**

If, despite the availability of funds, EUROCONTROL is prevented from making any payment due to reasons beyond its control, including any attachments on the funds from third parties, any payment shall be suspended until EUROCONTROL is again able to fulfil its obligations under this Agreement.



## **ARTICLE 5 – LIABILITY**

Each Party shall exonerate the other from all civil liability arising from loss, damage or bodily injury suffered by it or its staff as a result of the performance of this Agreement, unless such loss, damage or bodily injury is due to gross negligence or deliberate omission or wrongful act on the part of the other Party or its staff.

## **ARTICLE 6 – PROCESSING OF PERSONAL DATA**

- 6.1. EUROCONTROL processes the personal data it receives from [STATE] under this Agreement for the sole purpose of pursuing the objectives of this Agreement and in accordance with the EUROCONTROL Regulation on Personal Data Protection.
- 6.2. [STATE] processes the personal data it collects or receives from EUROCONTROL under this Agreement for the sole purpose of pursuing the objectives of this Agreement and in accordance with the data protection laws applicable to [STATE].
- 6.3. To protect the Personal Data shared under this Agreement, the Parties shall implement administrative, technical and organisational measures, which shall be kept up to date in accordance with generally accepted standards.

## **ARTICLE 7 - CONFIDENTIALITY**

Except with the prior consent of the other Party, neither Party shall disclose any information acquired in connection with the implementation of this Agreement to any person other than a person employed or engaged by them, or to any persons other than those officially entitled to handle such information in so far as necessary for the purpose of this agreement.

## **ARTICLE 8 – ASSIGNMENT**

No rights or obligations arising from this Agreement may be assigned or transferred in whole or in part, to any third party without the other Party's prior approval.

## **ARTICLE 9 – ENTIRE AGREEMENT AND AMENDMENTS**

- 9.1 The present Agreement, including CN Directive No. XX/XX, forms the entire agreement between the Parties on the provision of funds by EUROCONTROL to [STATE] in relation to the European ATM Voluntary Solidarity Fund.
- 9.2 This Agreement may be modified only by an instrument in writing signed by the representatives of both Parties.

## **ARTICLE 10 – DISPUTE SETTLEMENT**

In the event of a dispute arising between the 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 11 – ENTRY INTO FORCE – DURATION – TERMINATION - EXTENSION**

- 11.1 This Agreement shall enter into force on the day of its signature by the duly authorised representatives of both Parties.

- 11.2 Without prejudice to Article 2.3, this Agreement shall remain in force until the amounts in the Fund have been distributed, as per the Principles agreed by CN Directive No XX/XX. In case of suspension of the payment according to Article 4 over a period of 6 months or more, EUROCONTROL may decide at its own discretion to terminate this Agreement subject to 5 working days written notice.
- 11.3 The Parties may extend the duration of this Agreement by a written instrument signed by the representatives of both Parties, subject to a Directive of the Permanent Commission extending the duration of the Fund.

Done in two originals in the English language.

For EUROCONTROL

For [STATE]

Date:

Date:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Eamonn Brennan  
Director General