

Annex 1

DRAFT MEMORANDUM OF UNDERSTANDING

**PROVISION OF CIVIL & MILITARY
AUTHORITIES EXPERTISE**

REF – SJU/LC/[] -CTR

The **SESAR JOINT UNDERTAKING** (hereinafter referred to as "**SJU**"), a joint undertaking within the meaning of Article 187 of the Treaty on the Functioning of the European Union, set up by Council Regulation (EC) No 219/2007 of 27 February 2007 on the establishment of a Joint Undertaking to develop the new generation European air traffic management system (SESAR), as amended by Council Regulation (EC) 1361/2008 of 16 December 2008,

Located at 100, Avenue Cortenbergh
B-1000 Brussels,
Belgium

Represented for the purpose of the signature of this Memorandum of Understanding by Mr. Patrick KY, its Executive Director,

OF THE ONE PART, AND

[official name in full]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

....., hereinafter referred to as "the Authority",

Represented for the purpose of signing this Memorandum of Understanding by [forename, surname and function,]

OF THE OTHER PART,

The SJU and the Authority being hereinafter individually referred to as the "Party" and collectively referred to as the "Parties",

WHEREAS in accordance with Article 1 (5) of Council Regulation (EC) n°219/2007, as last modified by Council Regulation (EC) 1361/2008 of 16 December 2008 the SJU shall ensure the involvement of the stakeholders of the air traffic management sector in Europe in the execution of the Air Traffic Management ("ATM") Master Plan;

CONSIDERING the continuous efforts to update the European ATM Master Plan during which the lack of adequate involvement of the Authorities in SESAR has been identified as a main risk for the successful development and deployment of the Programme;

WHEREAS the SJU wishes to secure the continuous involvement of the Authorities in the Programme during the last period of its development phase i.e from 2013 to 2016;

WHEREAS the Authority has been selected through Call for Expression of Interest ref SJU/LC-0078-CEI for the purpose of providing experts with the relevant expertise to the SESAR Programme.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

ARTICLE 1 - PURPOSE

The purpose of this Memorandum of Understanding ("MoU") is to set forth the terms of reference under which the Parties are willing to cooperate, without any purpose to create any legal entity with or without legal personality.

ARTICLE 2 - COMMON OBJECTIVES

Within the scope of this MoU the Authority shall cooperate with the SJU by:

- (a) Providing, upon SJU request, support regarding the SESAR Work Programme in all domains where an opinion of civil and military authorities will be of an added-value to the SESAR development phase, such as in the following domains:
 - Impact of SESAR concepts on the rulemaking, oversight and certification activities of the Authority in its different fields of competency including safety, security, economic, environmental and airspace Management;
 - Methodologies for the acceptable elaboration of safety deliverables (safety cases, safety assessments...), security deliverables (security analysis...), economic deliverables (cost-benefit analysis, financial assessments...) and environmental deliverables (environmental impact analysis, noise/emissions studies...);
 - Different stages of the development of safety, security, economic and environmental cases; and
 - "Certifiability" of future systems/services derived from SESAR concepts.
- (b) Participating, upon SJU request, in validation exercises of different projects as observers, and providing the SJU with their opinions and recommendations on the execution of these exercises and their results;
- (c) Participating, upon SJU request, in the updates of the European ATM Master Plan and the updates of the Regulatory Roadmap and the Standardization Roadmap;
- (d) Providing, upon SJU request, an opinion on the measures taken by the projects on the recommendations issued by the Authorities as a result of points 2.a), 2.b) and 2.c) above.

For the participation on these tasks, the SJU will issue to the Authorities, when considered necessary, a request for support in which the details of the task will be described. The Authorities will confirm the participation of their experts when feasible on the tasks as described by SJU.

It is understood that the participation of the experts from the Authorities in these tasks is subject to the availability of resources from the Authorities, in particular with due regard to the fulfilment of their obligations on the implementation of Single Sky initiative.

It is recommended that these tasks are performed collecting, as far as practicable, the expert views of the wide authority community through appropriate existing platforms of authorities or any suitable regional authorities forum for the best results of the execution of this MoU.

ARTICLE 3 - WORKING ARRANGEMENTS

3.1. Experts from the Authority

- a) The Authority shall nominate expert(s) for the tasks detailed in Article 2 above. The Authority shall ensure the access to adequate expertise which may vary depending on the topics to be discussed during each specific meeting using the mechanisms they would have available to reach complementary competencies in the aviation domain if necessary.
- b) Depending on the matters object of work, on the availability of these expert(s), and in order to provide the most qualified expertise, the Authority may appoint different experts for different tasks. The Authority shall communicate to the SJU the name of the expert(s) that will take part on each task before its initiation. The SJU may for justified reasons ask for a replacement of the appointed expert.
- c) The nominated expert(s) shall be from those identified in the list detailed in the Authority's Proposal (Appendix B) unless otherwise agreed in writing by the SJU. The Authority will maintain an updated list of the experts and communicate any change to the SJU
- d) The views and opinions expressed by (an) appointed expert(s) shall not be considered as representing the formal views of the Authority but the views of its expert(s) only.

3.2. Organisation and Management

- a) In order to allow the Authorities to properly plan the use of their resources, the SJU shall provide, one month before the end of each year, a list of the activities expected to be performed by the Authorities during the following year in the execution of this MoU. This list of activities shall be updated, if needed, during the quarterly meetings referred to in 3.2.c) below.
- b) The SJU shall organise the support of the experts from the Authorities through telecommunications or convening meetings in Brussels or other locations with the experts when considered necessary.
- c) Additionally, the SJU will organize quarterly meetings in the SJU offices to review the status of the tasks supported by the experts of the Authorities. For practical purposes:
 - the quarterly meetings will be followed generally by a maximum of 15 experts, depending on the tasks to be reviewed.
 - the meeting venue shall be the SJU offices.
 - the outcomes of each quarterly meeting shall be recorded by the SJU in meeting reports.
 - the results of the opinions and recommendations issued by the experts will be consolidated by the SJU in review reports, that shall be endorsed by the experts. The SJU will transmit these review reports to Projects for their consideration and action as opportune.
- d) Finally, the SJU may organize a maximum of two familiarization workshops to set up a baseline of knowledge of SESAR Programme among the Authorities.

ARTICLE 4 – FUNDING OF THE MEETINGS

Mission costs, including accommodation costs where applicable, for the attendance to meetings convened by the SJU will be reimbursed by the SJU according to the 'SJU rules on reimbursement of expenses incurred by external experts' attached hereto as Appendix D, upon submission by the Authority of an adequate request for payment of these costs to the SJU Financial Sector as well as Annex 3 and 4 to Appendix A, or when agreed by the Authority in accordance with article 8 ("Funding") of Appendix A, by the concerned expert(s).

ARTICLE 5 - LIABILITY

With respect to the Activities undertaken pursuant to this Agreement including the related mission stay and travel by its officials, the Parties will not take any responsibility or liability with respect to loss of property, injury or death of the other Party's employees, except in the case of gross negligence or wilful misconduct.

Without prejudice to what is stated above, the SJU does not take any responsibility/liability for any economic loss incurred by the Authority/the Authority's employees pursuant to the Activities undertaken in this Agreement.

ARTICLE 6 - EXCHANGE OF INFORMATION

Each Party shall provide the other Party with all information technically essential for the co-operation and the implementation of the activities agreed under this MoU, subject to the rules on exchange of information from their respective national administration rules as well as in the case of the SJU, the applicable EU rules and regulations, considering the following;

- a) This information will in any case be only used by the parties for the purpose of this MoU.
- b) The appointed expert(s) will be bound by the regime of confidentiality applicable to all external experts providing support to the SJU

ARTICLE 7 - CONFLICT OF INTEREST

- a) In accordance with its national administration principles, the Authority shall prevent any situation that could compromise the impartial and objective performance of the MoU or compromise its independence.
- b) The appointed expert(s) will be bound by the regime of a 'Declaration of Independence, Commitment, Confidentiality and Conflict of Interests' applicable to all experts providing support to SJU, following Appendix C, that shall be signed by each expert.

ARTICLE 8 - ENTRY INTO FORCE AND DURATION

This MoU shall entry into force as of the date it is signed by the last Party and shall continue in full force and effect until the 31st December 2016.

ARTICLE 9 - APPENDICES

The following Appendixes form an integral part of this MoU:

- Appendix A** Call for Expression of Interest
Appendix B Selected Proposal
Appendix C Declaration of Independence, Commitment, Confidentiality and Conflict of Interest signed by the appointed expert(s) of the Authority
Appendix D SJU Rules on the reimbursement of expenses incurred by external experts
Appendix E Application for reimbursement
Appendix F Declaration for the reimbursement of expenses on the expert's private bank account

Signature of the Parties:

For the SESAR Joint Undertaking,
Mr. Patrick KY
Executive Director

For ...,
[Authority]
[Forename/surname/function of the
Authority's representative]

signature[s]: _____

signature[s]: _____

Done in Brussels, on 2012

Done in....., on 2012

APPENDIX A

CALL FOR EXPRESSION OF INTEREST

APPENDIX B

SELECTED PROPOSAL

APPENDIX C

**DECLARATION OF INDEPENDENCE, COMMITMENT, CONFIDENTIALITY AND
CONFLICT OF INTEREST SIGNED BY THE APPOINTED EXPERT(S) OF THE
AUTHORITY**

DECLARATION OF INDEPENDENCE, COMMITMENT, CONFIDENTIALITY AND CONFLICT OF INTEREST

(To be signed by independent experts or consultants upon their appointment)

I, the undersigned _____ on my word of honour and in full cognisance of Decision ADB(D) 10-2008 annexed hereto, in my function of _____ of the SESAR Joint Undertaking,

hereby undertake not to be bound by any instructions and shall be completely independent in the performance of my duties, in the general interest of the SESAR Joint Undertaking.

hereby undertake to keep the activities and business of the SESAR Joint Undertaking confidential, with particular regard to its working methods, experiments and inventions. The same applies to information I might acquire, directly or indirectly, in the pursuance of my activities on behalf of the SESAR Joint Undertaking. The obligation to confidentiality applies both during and after the term of the appointment, and for whatever reason. At the end of the appointment, I undertake to return to the SESAR Joint Undertaking all documentation that would generally be in my possession and that is in any way related to the activity of the SESAR Joint Undertaking. I shall also respect the confidential nature of the opinions expressed by other members during discussions in meetings or provided in written form.

hereby undertake to inform the SESAR JOINT UNDERTAKING immediately if I discover any disqualifying or potential conflict of interest¹ with any task that I am assigned to perform. In particular, I declare that my participation in the following tasks could create a conflict of interest (please indicate whether this would be a "disqualifying" or "potential" conflict of interest):

Short title	Title	Area	disqualifying (D) or potential (P)
.....
.....
.....
.....
.....

DONE IN _____ ON _____

SIGNATURE:

¹ The concept of conflict of interest is defined by Decision ADB(D)10-2008 (Art. 1 and Annexe VI Art. 2.1 and 2.2). It is stated that the holding of interests does not automatically give rise to a conflict of interest, if the independence and objectivity of decisions are not at risk. The primary responsibility for assessing whether an interest might impede independence or influence judgment and for declaring any possible conflict of interest is placed on the participant concerned.

APPENDIX D

SJU RULES ON THE REIMBURSEMENT OF EXPENSES INCURRED BY EXTERNAL EXPERTS

SJU RULES ON THE REIMBURSEMENT OF EXPENSES INCURRED BY EXTERNAL EXPERTS

ARTICLE 1

- (1) These rules shall apply to:
 - (a) anyone from outside the SJU who has been selected and requested by the SJU to give a specific professional opinion in a committee, an expert group or by personal invitation, wherever the location of the meeting;
 - (b) anyone responsible for accompanying a disabled person who has been invited by the SJU in an expert capacity.
- (2) Experts may be private-sector experts or government experts:
 - (a) Private-sector experts are individuals who represent civil society or work for a private organisation who have been invited to give the SJU the benefit of their personal expertise or to represent their organisations in a specific area..
 - (b) Government experts are individuals who have been invited as representatives of a national, regional or local public authority of a Member State or who have been appointed by such an authority to defend the point of view of their country of origin on a particular issue.

Such individuals are members of a ministry, authority or public body and may lose their status only after they have provided proof that they have ceased to work in their country's public service.

ARTICLE 2

The SJU shall not be liable for any material, non-material or physical damage suffered by invited experts or those responsible for accompanying a disabled expert in the course of their journey to or stay in the place where the meeting is held, unless such harm is directly attributable to the SJU.

In particular, invited experts who use their own means of transport for travelling to such meetings shall be entirely liable for any accidents that they might cause.

ARTICLE 3

- (1) All experts shall be entitled to the reimbursement of their travel expenses from the place specified in their invitation (work or home address) to the place of the meeting, by the most appropriate means of transport given the distance involved. In general, for journeys of less than 400 km (one way, according to official distance by rail) this shall be first-class rail travel, and for distances of more than 400 km economy class air travel.
- (2) The authorising officer for commitments shall specifically try to ensure that meetings are organised in such a way as to enable experts to benefit from the most economical travel rates.

The authorising officer for payments shall scrutinise particularly closely any requests for reimbursement involving abnormally expensive flights. He shall have the right to carry out any checks that might be needed and to request any proof from the expert required for this purpose. He shall also have the right, where it appears to be justified, to restrict reimbursement to the rates normally applied to the usual journey from the expert's place of work or residence to the meeting place.
- (3) Travel expenses shall be reimbursed on presentation of original supporting documents: tickets and invoices or, in the case of online bookings, the printout of the

electronic reservation and boarding cards for the outward journey. The documents supplied must show the class of travel used, the time of travel and the amount paid.

- (4) The cost of travel by private car shall be reimbursed at the same rate as the first-class rail ticket.
- (5) If the route is not served by a train the cost of travel by private car shall be reimbursed at the rate of EUR 0.22 per km.
- (6) Taxi fares shall not be reimbursed.

ARTICLE 4

- (1) The daily allowance paid for each day of the meeting is a flat rate to cover all expenditure at the place where the meeting is held, including for example meals and local transport (bus, tram, metro, taxi, parking, motorway tolls, etc.), as well as travel and accident insurance.
- (2) The daily allowance shall be EUR 92.00.
- (3) If the place of departure cited in the invitation is 100 km or less from the place where the meeting is held, the daily allowance shall be reduced by 50%.
- (4) Experts who have to spend one or more nights at the place where the meeting is held because the times of meetings are incompatible with the times of flights or trains², shall also be entitled to an accommodation allowance. This allowance shall be EUR 100.00 per night. The number of nights may not exceed the number of meeting days + 1.
- (5) An additional accommodation allowance and/or daily allowance may, exceptionally, be paid if prolonging the stay would enable the expert to obtain a reduction in the cost of transport worth more than the amount of these allowances.

ARTICLE 5

Where, taking into account any expenses incurred by disabled experts as a result of their disability or any person accompanying them, the allowances provided for in Article 4 appear to be clearly inadequate, the expenses shall be reimbursed at the request of the responsible authorising officer on presentation of supporting documents.

ARTICLE 6

- (1) Unless stated otherwise in the letter of invitation and the request to organise the meeting, private-sector experts shall be entitled to a daily allowance for each day of the meeting and, where appropriate, an accommodation allowance, on condition that they declare on their honour that they are not receiving a similar allowance or similar allowances from the same institution or another Community institution for the same visit. The responsible authorising officer shall ensure consistency between the content of the letters of invitation and the request to organise the meeting.

² As a general rule, experts cannot be required:
- to leave their place of work or residence or the place where the meeting is held before 07.00 (station or other means of transport) or 08.00 (airport);
- to arrive at the place where the meeting is held after 21.00 (airport) or 22.00 (station or other means of transport);
- to arrive at their place of work or residence after 23.00 (airport, station or other means of transport).

- (2) Government experts shall receive a daily allowance for each day of the meeting and, where appropriate, an accommodation allowance, provided that provision for this is made in the rules of procedure of the committee or expert group and on condition that they declare on their honour that they are not receiving a similar allowance or similar allowances from their own administration for the same visit.
- (3) The authorising officer may, by reasoned decision and on presentation of supporting documents, authorise the reimbursement of expenses which invited experts have had to incur as a result of special instructions they have received in writing.
- (4) All reimbursements of travel expenses, daily allowances and/or accommodation allowances shall be made to one and the same bank account.
- (5) Reimbursements of the costs of government experts shall be paid into an account in the name of the Member State, one of its ministries or a public body, in the absence of any derogation from the Member State, one of its ministries or a public body.

ARTICLE 7

National, regional or local public officials may only be invited in a personal capacity in special cases, duly justified by the authorising officer, unless the instrument establishing the committee expressly states that its members will participate in its work in a personal capacity.

ARTICLE 8

- (1) The payment order shall be drawn up on the basis of the request for reimbursement, duly completed and signed by the expert and by the secretary of the meeting responsible for certifying the expert's presence.
- (2) Experts must provide the SJU with the documents necessary for their reimbursement, as required by the financial rules applicable in the SJU in the, by letter, fax or e-mail postmarked or dated no later than 30 calendar days after the final day of the meeting.
- (3) The SJU shall reimburse the experts' expenses within the period laid down in the rules implementing the Financial Regulation.

Unless the expert can provide a proper justification that is accepted by reasoned decision by the responsible authorising officer, failure to comply with paragraph 2 shall absolve the SJU from any obligation to reimburse travel expenses or pay any allowances.

ARTICLE 9

- (1) Travel expenses shall be reimbursed in euros, where appropriate at the rate of exchange applying on the day of the meeting.
- (2) The daily allowance and, where appropriate, the accommodation allowance, shall be reimbursed in euros at the flat rate applicable on the day of the meeting. The daily allowance and accommodation allowance shall be adjusted every two years in line with changes in the cost of living in Brussels, by decision of the Commission with effect from 1 January.

ARTICLE 10

This decision replaces any other decision taken by the SJU on rules on the reimbursement of expenses incurred by external experts.

APPENDIX E

APPLICATION FOR REIMBURSEMENT

ANNEX II

SESAR
JOINT UNDERTAKING

SESAR JOINT UNDERTAKING



APPLICATION FOR REIMBURSEMENT
(to be sent to the person responsible for the meeting)

EXPLANATIONS

Section I

In order to obtain reimbursement of their expenses, experts must fill in **Section II** of this form.

- The cost of the journey must be given in the currency concerned and be supported by a copy of the ticket and the original travel agency invoice or, failing that, written confirmation of the electronic reservation, giving the amount paid

Experts who do not have (or have forgotten) their personal identification sticker must fill in the expert identification sheet overleaf (see instructions on the document) or indicate the number of the third-party file

THIS DOCUMENT IS VALID ONLY IF SIGNED BY THE EXPERT AND THE TECHNICAL OFFICER.

TO BE FILLED IN BY THE EXPERT (in block capitals)

Section II

Mr ☐ Ms ☐

SURNAME:

FIRST NAME:

NATIONALITY:

Form of transport used	Outward journey		Return journey		Price paid	Currency
	Dep. time	Arr. time	Dep. time	Arr. time		

☐ Train/boat (*)

☐ Air (economy class) (*)

☐ Private car Registration no: km (outward/return)

☐ Other

(*) see explanations

TAXI FARES AND PARKING FEES WILL NOT BE REIMBURSED

I certify that I have been informed of the obligation to present the documentation concerning this meeting within thirty calendar days of the end of the meeting.

I certify that these particulars are true and accurate and that I will not be receiving any similar reimbursement from any other or the same institution or public or private organisation in respect of the same journey or stay.

DATE / / SIGNATURE OF EXPERT:

TO BE COMPLETED BY THE TECHNICAL OFFICER

Section III

I certify that the Expert took part (*) from / / to / / in Meeting code Title arranged by sju:

and that the expenses claimed (dates and amounts) correspond to the attached supporting documents.

Location (*): BRU/LUX/ISPRA/Other: Departure point (stated in the invitation):

Expert invited as: ☐ Individual ☐ Government representative

Ticket pre-paid by the SJU: ☐ yes ☐ no

COMMENTS:

Budget item (*)

TECHNICAL OFFICER (*):

Date: / /

Name (block capitals):

Signature:

Address: Tel:

(*) please attach attendance list

(*) on behalf of the sju

(*) indicate the budget heading

APPENDIX F

DECLARATION FOR THE REIMBURSEMENT OF EXPENSES ON THE EXPERT'S PRIVATE BANK ACCOUNT

DECLARATION

FOR THE REIMBURSEMENT OF EXPENSES ON THE PRIVATE EXPERT'S BANK ACCOUNT

I the undersigned,

.....
ask for reimbursement of expenses related to implementation of and as defined in Memorandum of Understanding "Provision of Civil & Military Authorities Expertise" Ref. SJU/LC/.....-CTR and in the relevant Annexes on my private account number that is the following:

.....
(see the enclosed duly completed, dated and signed financial identification form and legal entity form and copy of my identity card).

I declare that I will pay the cost of travel by the appropriate means of transport on my own; and that my institution (government, authority, agency, ministry or other public body) will not be reimbursed by the SESAR Joint Undertaking.

I certify that I will neither receive any reimbursement of expenses from my institution nor from any other administration for my participation in the relevant meeting/-s organised by the SESAR Joint Undertaking.

Date and signature:

Stamp, date and signature:

.....

.....

The Expert

The Institution

