

**AGREEMENT BETWEEN EUROCONTROL AND THE
DEPARTMENT FOR ENERGY SECURITY AND NET ZERO OF THE UNITED KINGDOM**

relating to the provision of support via EUROCONTROL's Environment Management Information Service (EMIS)

EUROCONTROL¹, having its address at rue de la Fusée 96, 1130 Brussels, Belgium, represented by its [REDACTED]

hereinafter referred to as "EUROCONTROL",

and

the Department for Energy Security and Net Zero (DESNZ) of the United Kingdom, having its address at 3-8 Whitehall Place, London, SW1A 3EG, United Kingdom, represented by the [REDACTED]

hereinafter referred to as "the State Authority",

hereinafter individually and collectively referred to as the "Party/Parties",

HAVING REGARD TO the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 2.1, 7.2 and 12;

HAVING REGARD TO Measure No. 10/160 of the Permanent Commission of 6 May 2010 authorising the Agency to open negotiations and conclude agreements with one or more Contracting Parties, non-member States and International Organisations for supporting and improving their environmental policy in the field of aviation, including the establishment and the operation of an "Emissions Trading System (ETS) Support Facility";

CONSIDERING THAT as of 2023 the Environment Management Information Service (EMIS) supplants the "ETS Support Facility", implemented and operated by EUROCONTROL from 2010 until the end of 2022;

CONSIDERING THAT via EMIS, EUROCONTROL seeks to provide support to States in the development, improvement and implementation of their environmental policies in the field of aviation by making available environmental data and information to the benefit of States;

CONSIDERING the cost-efficiency of making the data and information, related to those aircraft operators that may be subject to the States environmental policies in the field of aviation, directly accessible to States by electronic means, whilst ensuring an adequate level of compliance, confidentiality and security;

HAVE AGREED AS FOLLOWS

Article 1 – Object and Scope

- 1.1 This Agreement governs the provision by EUROCONTROL to the State Authority and the User of Data and Information that are:
- (a) relevant to the development, improvement and implementation of, including efficacy of and compliance with, any of the international and national policies and measures of the United Kingdom and aimed at improving aviation sustainability and reducing aviation emissions and their environmental effects, including emissions trading, monitoring and offsetting schemes or systems and the ICAO Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA); and
 - (b) not comprised in the data and information published by EUROCONTROL on its public website as this cannot provide the level of detail and/or of accuracy required for the purposes specified in this Agreement.
- 1.2 The Data and Information are made accessible by EUROCONTROL via the Environment Management Information Service (EMIS). EUROCONTROL will manage, develop, and operate the EMIS according to the Specifications.
- 1.3 EUROCONTROL shall not be held responsible for any decision in the operational, technical, financial and/or managerial fields taken by the State Authority or any of its Users in the execution of its duties and/or prerogatives.
- 1.4 To facilitate the implementation of this Agreement, the Parties may consult each other and exchange relevant information and material pertinent to the Data and Information.

¹ The European Organisation for the Safety of Air Navigation.

Article 2 – Definitions

For the purpose of this Agreement the following definitions shall apply:

- 2.1 “Agreement”: the present agreement between EUROCONTROL and the State Authority relating to the provision of support via EUROCONTROL’s Environment Management Information Service (EMIS).
- 2.2 “Application”: the EMIS web-based application accessible by the User and through which the User accesses autonomously the Data and Information, comprising the databases, business applications as well as administrative, development, test, and technical support systems, including related services and operations, which collectively deliver the functionalities required by the web-based application in accordance with the Specifications. For the purpose of this Agreement, the Application does not include the EUROCONTROL databases, computer systems and telecommunication networks running business applications as well as administrative, development, test, and technical support systems, including related services and operations, necessary and used by EUROCONTROL to collect, process, and manage the Data and Information to be made available to the Application.
- 2.3 “Budget”: the best estimation of the Cost for a year.
- 2.4 “Cost”: the sum of the costs falling under Article 4.
- 2.5 “Data and Information”: facts, information, documents, knowledge or other matters including data and electronic data accessible to the User through the EMIS.
- 2.6 “EMIS”: the EUROCONTROL Environment Management Information Service comprising the Application and the Helpdesk.
- 2.7 “ETS”: Emissions Trading System or Emissions Trading Scheme.
- 2.8 “Helpdesk”: the service desk operated by EUROCONTROL and accessible by the User by email or by any other means as may be developed or decided from time to time, and which provides support in relation to the implementation of the Agreement, the use of the Application and to the Data and Information provided.
- 2.9 “Module”: a cluster of EMIS functionalities, Data and Information in the Application as determined in Appendix I, including the Helpdesk.
- 2.10 “Operational Module” (in a given year): a Module for which the year specified in the “Last year of activation of the Module” in Appendix I is equal to or earlier than the given year in at least one version of Appendix I in force at any moment in time in such year.
- 2.11 “Participating Authorities”: all the state authorities that are signatories to the individual agreements between EUROCONTROL and a Participating State relating to the provision of support via EUROCONTROL’s Environment Management Information Service (EMIS).
- 2.12 “Participating State”: any state with which an agreement relating to the provision of support via EUROCONTROL’s Environment Management Information Service (EMIS) has been concluded between EUROCONTROL and one or more cosigning state authorities. A state is a Participating State in a year if the said agreement is in force at any moment in time in such year.
- 2.13 “Specifications”: description of the functionalities, Data and Information required to deliver the business objectives of each Module in terms of a set of functional requirements and of data and algorithms specifications, as adopted by the Steering Group.
- 2.14 “Steering Group”: the group composed of representatives of EUROCONTROL and of the Participating Authorities and exercising the governance of the EMIS according to Article 12.
- 2.15 “User”: the employees and agents of the State Authority, as well as those of other state authorities, including ministries and environmental or other agencies, of the United Kingdom or any other natural person to whom the State Authority has allowed access to the EMIS, pursuant to Article 3, to perform the Agreement.
- 2.16 “Working Day”: Monday to Friday, with the exception of the official public holidays for the Brussels site of EUROCONTROL. EUROCONTROL shall notify to the State Authority the list of these official public holidays for a given year within ten (10) Working Days following the entry into force of the Agreement and, subsequently, by the end of the preceding year.

Article 3 – Access and availability

- 3.1 Access of the Users to the EMIS is provided subject to the signature by the State Authority of this Agreement and insofar this Agreement is in force.
- 3.2 The Users shall be granted access to the EMIS under the financial conditions set forth in Article 4 and Article 5.
- 3.3 Each User can be granted access to the Modules to which the State Authority has subscribed as from the relevant “Last year of activation of the Module” determined in Appendix I of this Agreement. The State Authority shall be solely responsible to manage the individual entitlement of each User to access each individual Module of the Application as provided for in Annex A, “Users Rights Management (URM) Module” to this Agreement.
- 3.4 Unless otherwise specified in its dedicated Annex, any Module will be accessible to Users and functioning H24, 7 days a week. EUROCONTROL shall use best endeavours to ensure uninterrupted access to and functioning of any Module on Working Days throughout a year, from 09:00 to 17:00 Brussels (Belgium) local time. In case of a planned or unplanned disruption during these hours, EUROCONTROL shall provide the User with accurate and up to date information on the status and expected duration of the disruption. In addition, during a disruption, EUROCONTROL shall use best endeavours to provide Data and Information to a User request submitted to the Helpdesk, insofar this Data and Information are required by the User as a matter of urgency.
- 3.5 Unless otherwise specified in the dedicated Annex of a Module, EUROCONTROL shall allow direct access by the Users, through the Modules and in accordance with the relevant Specifications, to the Data and Information for all years as of 2010.
- 3.6 EUROCONTROL shall retain Data and Information for five (5) years following the termination of the Agreement. Following such retention period, Data and Information relating to the State Authority or any of its Users shall be deleted insofar such deletion does not compromise or impair the provision of EMIS to any Participating State.

Article 4 – Cost

- 4.1 EUROCONTROL shall recover the Cost for a given year from all the Participating Authorities in such year, based on the principle of non-profit making.
- 4.2 The Cost shall include the following direct costs incurred by EUROCONTROL insofar they are related to the development, operation, maintenance, and enhancement of the EMIS:
- (a) staff costs, seconded personnel costs, and missions costs; these costs are calculated in accordance with the provisions of the Staff Regulations governing officials of the EUROCONTROL Agency;
 - (b) all costs related to the purchase of licenses and/or supply of effort and services by third parties under contract; these costs shall be charged accordingly and shall be determined inclusive of value added tax, where applicable.
- 4.3 The Cost shall be calculated by applying the EUROCONTROL charging rules in force in the year to which the direct costs specified in Article 4.2 relate. This will include overhead charges applicable to the direct staff costs of point (a) in Article 4.2.
- 4.4 EUROCONTROL shall ensure that the direct costs specified in Article 4.2 are attributed to the specific Module they relate to.
- 4.5 For each Module, the related Annex as determined in Appendix I shall include a section named “<Module acronym>’s Cost sharing methodology amongst Participating States”. This section shall specify how a Participating State’s part of the Cost attributed to the Module for a given year shall be determined.
- 4.6 The part of the Cost (i.e. an amount expressed in euro) for a given year to be recovered from the Participating Authorities of a Participating State, shall be determined taking into account each Operational Module in that given year. The part of the Cost to be recovered from such Participating Authorities shall be equal to the sum of their Participating State’s part of the Cost attributed to each of these Modules.
- 4.7 All costs incurred by the State Authority in a year for the implementation of this Agreement shall be borne by the State Authority.

Article 5 – Payment

- 5.1 The Parties shall proceed with the payment process as laid down in the following Articles 5.2 to 5.13 and which is outlined in Appendix II.

- 5.2 The Budget for the year 2023 shall be EUR 400,000 (four hundred thousand euro). For subsequent years, EUROCONTROL shall submit to the Steering Group the Budget for a year "Y" no later than 15 November of the preceding year "Y-1", for assessment and adoption by the Steering Group. The Budget shall specify the estimation of the Cost of each Module for the year "Y". The Steering Group shall adopt the Budget for such year "Y" no later than the end of December of the preceding year "Y-1". In case the Steering Group fails to adopt the Budget for the year "Y" in due time and for reasons outside the responsibility of EUROCONTROL, the Budget that had been adopted for the preceding year "Y-1" shall be considered adopted by the Steering Group as the Budget for the year "Y".
- 5.3 Within ten (10) Working Days from the entry into force of the Agreement, the activation of a new Module during a year, or the start of a year, EUROCONTROL shall notify the State Authority of which part of the Budget adopted for such year "Y" is attributed to the State Authority in order to allow the latter to ensure the availability of the funds that are likely to be necessary in the subsequent year "Y+1" pursuant to point (a) of Article 5.10. This part of the Budget shall be equal to the part of the Cost attributed to the United Kingdom and determined in accordance with Articles 4.5 and 4.6 and by considering the Cost being equal to the Budget.
- 5.4 As from the year following the entry into force of the Agreement, EUROCONTROL shall notify the State Authority by the end of January of a given year "Y" of the amounts that, notwithstanding the deductions that might be applied in such year "Y" pursuant to Articles 5.5 and 5.6, would be included in the request for payment that EUROCONTROL would submit in such year "Y" pursuant to Article 5.10. The notification shall include also:
- (a) the Cost for the previous year "Y-1", as determined by EUROCONTROL pursuant to Article 4;
 - (b) the part of the Cost attributed to the United Kingdom for each relevant Module for the year "Y-1".
- 5.5 In case the sum of the amounts of point (b) of Article 5.4 for the year "Y-1" exceeds the part of the Budget for the year "Y-1" notified pursuant to Article 5.3, the State Authority may, within six (6) calendar weeks from the notification made pursuant to Article 5.4, notify to EUROCONTROL a request to limit the amount related to point (a) of Article 5.10 for the year "Y-1" to an amount which shall not be less than the part of the Budget for the year "Y-1" notified pursuant to Article 5.3. The difference between the amount related to point (a) of Article 5.10 as notified pursuant to Article 5.4 and the amount requested by the State Authority shall be deducted from the request for payment that will be submitted in the year "Y" and shall be included in the request for payment that will be submitted in the subsequent year "Y+1".
- 5.6 In a year "Y", in case the sum of the amounts of points (a), (b), (d), (e) and (f) of Article 5.10 exceeds the maximum amount of EUR 78 K (seventy-eight thousand euro), the State Authority may, within six (6) calendar weeks from the notification made pursuant to Article 5.4, notify to EUROCONTROL a request to limit the request for payment that will be submitted in the year "Y" to an amount which shall not be less than the maximum amount. The difference between these amounts shall be deducted from the request for payment that will be submitted in the year "Y" and shall be included in the request for payment that will be submitted the subsequent year "Y+1".
- 5.7 The Steering Group shall endeavour to assess and adopt the Cost for a completed year "Y-1" as notified by EUROCONTROL pursuant to Article 5.4 by 10 February of the year "Y" of notification. The Steering Group shall in all cases assess and adopt such Cost no later than the end of June of the year "Y" of notification. In case the Cost notified by EUROCONTROL exceeds by 10% or more the Budget adopted for such year "Y-1" pursuant to Article 5.2 and that such trespassing had not been previously agreed by the Steering Group, the latter shall be entitled to limit the Cost adopted for year "Y-1" to at most 10% more than the Budget adopted for the year "Y-1".
- 5.8 In case the Cost adopted by the Steering Group for a completed year "Y-1" pursuant to Article 5.7 is lower than the Cost for such year "Y-1" as notified pursuant to Article 5.4, EUROCONTROL shall, within six (6) calendar weeks from the adoption of the Cost, notify the State Authority of which part of the adopted Cost, as determined according to Article 4.6, should have been notified pursuant to Article 5.4 and shall deduct the resulting difference from the next request for payment that will be submitted to the State Authority.
- 5.9 In case the Agreement is co-signed by two or more state authorities of a Participating State, the State Authority may, within six (6) calendar weeks from the notification referred to in Article 5.4, notify to EUROCONTROL a request to split amongst these state authorities the amounts that will be included in the request for payment to be subsequently submitted pursuant to Article 5.10. The notification shall specify the methodology to be used by EUROCONTROL to split such amounts.
- 5.10 By the end of March of a year "Y", EUROCONTROL shall submit to the State Authority or, pursuant to Article 5.9, to the relevant state authorities, a request for payment comprising:
- (a) the part of the Cost for the previous year "Y-1" for the United Kingdom as determined by EUROCONTROL pursuant to Article 4 and, when applicable, Article 5.9;
 - (b) the amount that may have to be deducted in such request for payment pursuant to Article 5.5 and, when applicable, Article 5.9;
 - (c) the amount that may have to be deducted in such request for payment pursuant to Article 5.6 and, when applicable, Article 5.9;

- (d) the difference that may have to be included in such request for payment pursuant to Article 5.5 and, when applicable, Article 5.9;
 - (e) the difference that may have to be included in such request for payment pursuant to Article 5.6 and, when applicable, Article 5.9;
 - (f) the difference that may have to be deducted in such request for payment pursuant to Article 5.7 and, when applicable, Article 5.9.
- 5.11 The totality of the amount requested by EUROCONTROL according to Articles 5.10 or 5.14 shall be paid within sixty (60) days from the day the request has been issued.
- 5.12 Any delay in the payment of the totality of the amount due according to Articles 5.10 or 5.14 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 for the year in which the interest accrues. Each day beyond the period defined in Article 5.11 shall be calculated as 1/360 of a year. EUROCONTROL shall communicate this rate annually to the State Authority, together with the request for payment referred to in Articles 5.10 and 5.14.
- 5.13 The State Authority shall be, or, pursuant to Article 5.9, the cosigning state authorities shall jointly be, responsible to ensure the payment of the totality of the amount due according to Articles 5.10 or 5.14. In case of delay in the payment of such amount and of failure in reaching an agreement between EUROCONTROL and the State Authority on the resolution of the matter within three (3) calendar months from it being notified by EUROCONTROL to the State Authority, access to the EMIS may be suspended by EUROCONTROL until the payment has been received.
- 5.14 The State Authority may notify EUROCONTROL a request to submit to it one or more advance requests for payment for the Cost of a year "Y". In such case, the amounts related to such advanced payment(s) shall be taken into account when establishing the payment request under Article 5.10.

Article 6 – Confidentiality and security

[REDACTED]

Article 7 – Personal Data Protection

[REDACTED]

Article 8 – Use of Data and Information

- 8.1 The User shall use the Data and Information for the sole purposes stated in Article 1. In particular, they shall not be used for commercial purposes.
- 8.2 Any misuse of the Data and Information or any violation of the access rights granted pursuant to this Agreement shall constitute a breach of this Agreement. EUROCONTROL may suspend access and, where necessary, terminate this Agreement in accordance with Article 17.6.

Article 9 – Alterations to the EMIS

- 9.1 Without prejudice to Article 17.3, EUROCONTROL may at any time introduce new enhancements to the EMIS under this Agreement. EUROCONTROL shall seek the agreement of the Steering Group before making changes to the EMIS that would result in the Cost for a year to exceed the Budget adopted for such year.
- 9.2 The User may provide any suggestion for enhancement or evolutions of the EMIS to EUROCONTROL. EUROCONTROL will assess any new suggestion for the EMIS made by the User and may evolve the EMIS accordingly if adequate resources are available and the new capabilities are considered to be of general interest for the users of the EMIS, in line with Steering Group procedures.

Article 10 – Warranties – Disclaimer

- 10.1 Pursuant to Article 1.3, EUROCONTROL is not responsible for implementing policies and measures to comply with international and national obligations and requirements under any legislation.
- 10.2 EUROCONTROL undertakes to treat in the strictest confidence and not to divulge to third parties any information or material received from, or exchanged with, the User under Article 1.4 insofar the User has notified that such information or material is to be treated as confidential.

- 10.3 EUROCONTROL shall process accurately and store the Data and Information received from data providers, including national air traffic services. It shall ensure that all Data and Information for which it is responsible, are processed and made available in the EMIS according to the Specifications and in order for the EMIS to meet the needs of the State Authority under Article 1.1.
- 10.4 Notwithstanding Article 10.3, EUROCONTROL does not warrant that under all circumstances the Data and Information are accurate, reliable, complete, and correct, or that the EMIS will be accessible at any particular time or location.
- 10.5 Except in the case of intentional oversight, wilful default or gross negligence, EUROCONTROL shall not be held liable in respect of:
- (a) any loss or damage arising out of or in connection with any defect in the equipment of the User;
 - (b) any action or lack of action on the part of the operator of any system or intermediary over which EUROCONTROL does not exercise control;
 - (c) any cost, loss or damage arising out of or in connection with any break in the continuity of or impairment in the quality of the EMIS;
 - (d) any financial loss or any other consequence of the late availability or non-availability of Data and Information.
- 10.6 In the event of any action brought by a third party against either Party in connection with the performance of this Agreement, both Parties shall assist each other.

Article 11 – Intellectual property rights

[REDACTED]

Article 12 – Governance (Steering Group)

- 12.1 A Steering Group, which shall consist of representatives of EUROCONTROL, the State Authority and of all other Participating Authorities, is hereby established. It shall act by consensus.
- 12.2 EUROCONTROL shall appoint its representatives in the Steering Group. Any representative of EUROCONTROL in the Steering Group shall notify the State Authority of the appointment or termination of the appointment of representatives of EUROCONTROL in the Steering Group. EUROCONTROL shall ensure that there shall always be at least one representative of EUROCONTROL appointed in the Steering Group during the period of validity of this Agreement.
- 12.3 The State Authority shall appoint its representatives in the Steering Group. Any representative of the State Authority in the Steering Group shall be entitled to appoint or terminate the appointment of representatives of the State Authority in the Steering Group by notifying EUROCONTROL in such sense. The State Authority shall ensure that there shall always be at least one representative of the State Authority appointed in the Steering Group during the period of validity of this Agreement.
- 12.4 The Steering Group shall adopt its rules of procedure.
- 12.5 The Steering Group shall be responsible for coordinating the administration and implementation of the agreements between EUROCONTROL and the Participating Authorities and relating to the provision of support via EUROCONTROL's Environment Management Information Service (EMIS). For this purpose, it shall:
- Evaluate the status of on-going activities;
 - Identify specific actions and/or the need for extensions that could be carried out under the agreements;
 - Identify and discuss the need for providing other non-participating third parties restricted access to the EMIS and agree on the conditions for providing that restricted access;
 - Agree on a coordinated procedure under Article 9.2 for evolutions and enhancements and related actions identified and assess these in relation to the additional costs for the development and operation of such extensions in the functionality of EMIS or of the Helpdesk;
 - Be regularly informed by EUROCONTROL on the status of the development and operation of the EMIS as well as on the costs incurred in relation to the development stages and the reported cost estimate;
 - Assess annually the Budget proposed by EUROCONTROL to the Steering Group and conclude on its adoption;
 - Assess requests that may be proposed by EUROCONTROL to the Steering Group to exceed by more than 10% the Budget adopted for a year and conclude on its agreement;

- Assess annually the Cost incurred as submitted by EUROCONTROL to the Steering Group and conclude on its adoption;
- Review the Specifications submitted by EUROCONTROL to the Steering Group and conclude on their adoption;
- Review amendments to the Agreement, its Appendices or its Annexes submitted by EUROCONTROL to the Steering Group and provide its opinion on their adoption;
- Elaborate and adopt a security policy should this be deemed needed to support the implementation of Article 6.5;
- Review the general functioning of the Agreement based on performance information submitted by EUROCONTROL or other members of the Steering Group;
- Make any other recommendation to EUROCONTROL.

12.6 The Steering Group shall meet in person and/or virtually at least twice a year.

Article 13 – Points of contact

The representatives of EUROCONTROL and of the State Authority in the Steering Group (see Articles 12.2 and 12.3) shall be the exclusive points of contact of the Parties with respect to the implementation of this Agreement and to whom all notifications required under this Agreement or requests of amendment of the Agreement or its Appendices or Annexes are to be made, unless specified otherwise in the Agreement.

Article 14 – Resolution of disputes

In the event of a dispute arising between the Parties to this Agreement concerning the interpretation, application or performance thereof and which cannot be settled by direct negotiation or by any other means, the provisions of Article 31 of the EUROCONTROL amended Convention² shall apply *mutatis mutandis*.

Article 15 – Suspension of the Agreement

- 15.1 This Agreement may be suspended in the event that one Party notifies the other Party that it is prevented from executing its obligations due to force majeure or to at least one Operational Module of EMIS not being accessible or functional for a period of more than five (5) Working Days in total over forty (40) Working Days from 1 January and 30 April in a year (core period for the reporting exercise under ETS and CORSIA) or more than ten (10) Working Days in total over forty (40) Working Days from 1 May to 31 December in a year, the Helpdesk not sufficing to address the shortcomings caused by such non accessibility or functionality.
- 15.2 In the event of war or national emergency or for national or international security reasons, this Agreement may be suspended either by mutual consent or by the unilateral decision of one Party subject to written notice being given to the other Party.
- 15.3 In case the Agreement is suspended in a given year pursuant to this Article 15, the amount of point (a) of Article 5.10 shall be multiplied by the ratio between the number of days during which the Agreement was suspended in such year and the total number of days in the year.

Article 16 – Entire Agreement

- 16.1 This Agreement includes its Appendices and Annexes which form an integral part thereof. In case of divergence between the Appendices, the Annexes and/or the Agreement, the Agreement shall prevail and then the Appendices and Annexes.
- 16.2 This Agreement supersedes all previous communications whether written or oral between the Parties, including any previous agreement, negotiation or understanding relating to EMIS.

Article 17 – Entry into force, duration, amendment and termination

- 17.1 This Agreement shall enter into force on the date of the last signature by the Parties and shall remain in force until 31 December of the fifth year since its entry into force unless the United Kingdom requests its extension for an equivalent period of five (5) years.

² Protocol amending the EUROCONTROL International Convention relating to Co-Operation for the Safety of Air Navigation of 13 December 1960 (Brussels, 12 February 1981).

- 17.2 At any moment in time there shall be only one agreement relating to the provision of support via EUROCONTROL's Environment Management Information Service (EMIS) that is in force between EUROCONTROL and the United Kingdom.
- 17.3 This Agreement, its Appendices or its Annexes may be amended by an instrument in writing of equal formality signed by the duly authorised representatives of each Party.
- 17.4 The Steering Group established under Article 12 will be invited to provide its opinion on any amendment to this Agreement, with the exception of its Appendix I. The amendments to this Agreement or to its Appendices or Annexes shall, upon signature by the duly authorised representatives of each Party, be deemed as an integral part of this Agreement.
- 17.5 Appendix I shall be amended pursuant to Article 17.3 in order for a Module to become an Operational Module as of a given year. The State Authority may terminate an Operational Module, i.e. end a Module from being operational, by giving written notice of termination to EUROCONTROL. The Module shall terminate being operational on 31 December of the year specified in the notice of termination. Should the State Authority wish for the termination to take effect in the same year in which the notice is sent, the registered letter shall be sent no later than 30 June of that year. The State Authority will immediately inform the Steering Group of its intention to terminate the Module. Appendix I shall be amended pursuant to Article 17.3 to reflect that the Module is no longer operational. Termination of an Operational Module does not entitle any Party to damages, unless such damages are part of a default, or of a dispute settlement.
- 17.6 Either Party may terminate the Agreement by giving written notice of termination to the other Party by registered letter. The Agreement shall be terminated on 31 December of the year specified in the notice of termination. Should the Party wish for the termination to take effect in the same year in which the notice is sent, the registered letter shall be sent no later than 30 June of that year. The Party shall immediately inform the Steering Group of its intention to terminate the Agreement.
- 17.7 Termination of this Agreement for whatsoever reason shall not affect the rights and obligations of the Parties referred to in Article 1, Article 4, Article 5, Article 6, Article 11, and Article 14. The State Authority shall not be responsible for payments for the years in which the Agreement has never been in force at any time if the termination of this Agreement has been made according to the Article 17.6 above. Termination of the Agreement does not entitle any Party to damages, unless such damages are part of a default, or of a dispute settlement.
- 17.8 If any provision of this Agreement is held unenforceable, then such provision will be amended to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Executed in two originals in English.

For the Department for Energy Security and Net Zero,

Signature: [REDACTED]

For EUROCONTROL,

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: 29/02/2024

Name: [REDACTED]

Title: [REDACTED]

Date: 27/02/2024

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