

ANNEX V
INTERNATIONAL/NATIONAL AIRPLANE EXERCISE PARTICIPATION AGREEMENT¹

Between

- I. The Requesting State, *[to be completed]*, hosting exercise *[to be completed]*, hereby referred to as the “**Requesting State**”. The Requesting State is represented by *[to be completed]*,
- II. The European Maritime Safety Agency, hereby referred to as “**EMSA**”. EMSA is represented by *[to be completed]*,
- III. The Company, *[to be completed]*, operating the airplane *[to be completed]* (the “**Airplane**”) participating to the exercise *[to be completed]*, referred to as the “**Contractor**”. The Contractor is represented by *[to be completed]*

EMSA calls the Contractor following request from the State to participate in the exercise

(name, when, where)

and to perform the following services

(details of the operation).

1. The Requesting State nominated *[to be completed]* to be the exercise On Scene Commander (the “**OSC**”) and the Contractor shall perform the services according to the requests of the OSC only.
2. During the exercise performance and during the transits to and from the exercise location, the Contractor shall, as the Airplane operator, assume full responsibility for the control and command of the Airplane.
3. During the exercise, the Contractor will follow the requests issued by the OSC. The Pilot-in-command shall at all times have the ultimate decision as to the use and safety of the Airplane, his/her Crew, eventual passengers and any third party. The Pilot-in-command may not follow requests of the Requesting State and/or the exercise OSC which in his/her opinion could endanger his/her Airplane, the Aircrew, eventual passengers and any third party. In such case, he has to inform the Requesting State and/or the exercise OSC of his/her decision, the reasons and the possible consequences.
4. EMSA will pay the Contractor 75% of the Daily Operational Rate and 100 % of the Hourly Rate and will reimburse the fuel costs as provided for in article V.3. of the Airplane Availability Contract N° *[to be completed]*.

¹ **Note: Parts to be completed in final contract are marked in yellow.**

Parts to be adapted to options are marked in green

5. This agreement is entered into following Article IV.3.12.2 of the Airplane Availability Agreement, entered into by and between EMSA and the Contractor.
6. During the exercise duration, as well as during the flights to and from the exercise location, the entire operation, including navigation and management, of the Airplane shall be in the exclusive control and command of the Contractor, through the Pilot-in-command and remaining Aircrew. The Airplane will be operated and the exercise will be performed following the general instructions given by the Requesting State and/or the exercise OSC nominated by the Requesting State, subject always to the exclusive right and obligation of the Contractor and the Pilot-in-command to operate the Airplane and its Equipment safely, in accordance with the applicable aviation laws.
7. Unless wilful misconduct or gross negligence on the part of the Requesting State and/or the OSC, the Contractor shall be responsible for loss or damage to his own property or his contractors' and subcontractors' property (including the Airplane and the spotter airplane), or for personal injury or death of any of his employees or any employee of his contractors and subcontractors (including the aircrew), arising out of or in any way connected with the performance of the exercise.
8. Unless wilful misconduct or gross negligence on the part of the Contractor, the Requesting State and/or the OSC shall bear the cost for any loss or damage or for personal injury or death of the employees of the Requesting State and/or the OSC (or OSC's nominee(s)), arising out of or in any way connected with the performance of the exercise.
9. The Requesting State acknowledges and accepts to be bound by the terms of the Airplane Incident Response Contract, which applies to all matters of this Exercise Participation Agreement.
10. In addition to the Daily Operational Rate and Hourly Flight Rate, the Contractor will be paid for the following costs, if not paid directly by the Requesting State:
 - a. all airport charges;
 - b. customs duties, flight permits, and clearance expenses, both for the Airplane and/or the equipment required for the purposes of this exercise;
 - c. consular charges appertaining to the Aircrew of the Airplane;
 - d. other costs directly related to the exercise (e.g. Airplane refuelling service) ;
 - e. **[In case the contractor includes a spotter plane in the service and the Requesting Party requests it add: costs linked to the service provided by the spotter airplane]**
 - f. accommodation and meals for Aircrew based on the respective invoices, an up to the maximum ceilings for daily allowance and hotel prices in Annex, unless accommodation and/or meals are provided by the Requesting State.

[Option 1 in case the State agrees to pay operational costs insert:

[If the State does not pay those costs directly, following completion of the exercise, the Contractor shall submit an invoice for reimbursement of the above listed costs. The invoice shall be accompanied by suppliers' invoices and proofs of payment of these invoices. The State shall make the payment within 30 days from receipt of the invoice to the contractor's bank account denominated in euro, identified as follows:

Name of bank: [complete]

Full address of branch: [complete]

Exact designation of account holder: [complete]

Full account number: [complete]

IBAN code: [complete]

[Option 2 in case EMSA and the State agree that EMSA shall pay for operational costs insert:

For this purpose following completion of the exercise, the Contractor shall submit an invoice for reimbursement of the above listed costs. The invoice shall be accompanied by suppliers' invoices and proofs of payment of these invoices. EMSA shall make the payment as per article V.3.1 of the Airplane Availability Contract N°[to be completed].

SIGNATURES

For the contractor,

For EMSA,

For the Requesting State

[Company name/forename/surname/function]

[Insert name and title of the Authorising Officer]

[State name/forename/surname/function]

Signature:

Signature:

Signature:

Done at [place], [date]

Done at [Lisbon], [date]

Done at [place], [date]

In duplicate in English.

ANNEX**Daily allowances and accommodation ceilings for countries in the European Union and coastal EFTA Member States**

DESTINATIONS	DAILY ALLOWANCE IN €	MAXIMUM HOTEL PRICE IN €
Austria	95	130
Belgium	92	140
Bulgaria	58	169
Croatia	60	120
Cyprus	93	145
Czech Republic	75	155
Denmark	120	150
Estonia	71	110
Finland	104	140
France	95	150
Germany	93	115
Greece	82	140
Hungary	72	150
Iceland	85	160
Ireland	104	150
Italy	95	135
Latvia	66	145
Lithuania	68	115
Luxemburg	92	145
Malta	90	115
Netherland	93	170
Norway	80	140
Poland	72	145
Portugal	84	120
Romania	52	170
Slovakia	80	125
Slovenia	70	110

Spain	87	125
Sweden	97	160
United Kingdom	101	175