

**CONTRACT FOR SUPPLY OF
AFTN Message Routing Service**

for

Air Navigation Services of Kosova

BETWEEN

Isavia

AND

Air Navigation Services Agency of Kosova

THIS CONTRACT made on the 14th of December 2018 between

Air Navigation Services Agency of Kosova Vrella-Lipjan, Kosovo, (hereinafter referred to as the "Buyer")

and

Isavia, social security number 550210-0370, Reykjavik Airport, 101 Reykjavik, Iceland (hereinafter referred to as the "Contractor")

WITNESSETH THAT

WHEREAS the Buyer wishes to buy from the Contractor services regarding routing of Aeronautical Fixed Telecommunications Network (AFTN) messages and replace the previous Contract from 2016.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. DEFINITIONS

- 1.1 "The Contract" means this Contract with all its clauses and appendices.
- 1.2 "The Services" means the whole of the Contractor's responsibilities as for, routing of AFTN messages to and fr
- 1.3 "Site" means Air Navigation Services Agency in Kosova
- 1.4 "€" means Euro.
- 1.5 "Effective Date" means the date when this Contract comes into effect in accordance with CLAUSE - EFFECTIVE DATE.
- 1.6 "AFTN" means Aeronautical Fixed Telecommunications Network

2. BACKGROUND

The AFTN system is a worldwide system used by all Airlines and Air Navigation Service Providers to send aeronautical messages such as Flight Plans, arrival messages, departure messages, meteorological messages and other messages. This secures a common information flow for civil aviation and ensures safer operations for airlines and airports.

ICAO has issued to UNMIK on a temporary basis the AFTN indicator BKPR to be used as an indicator for Pristina Airport. The first letter in the indicator stands for the region and "B" refers to the North Atlantic region. Therefore all messages sent to this indicator are routed to Iceland which has the central router for the region. In Iceland the messages intended for Air Navigation Services Agency in Kosova will be filtered and forwarded to an AFTN system at Air Navigation Services Agency in Kosova.

Should there be any changes regarding the control over the airspace of Kosovo or the Air Navigation Service Provider in Kosovo, which might call for a change in AFTN indicator then the relevant Party shall send the other Party a written notice as soon as possible stating these changes. In such instance the Parties can terminate the Contract by given 6 months prior notice by registered letter with acknowledgement of receipt.

3. CONTRACTUAL OBLIGATIONS

3.1. The connection between Iceland and Kosovo is via a secure internet tunnel which requires dedicated equipment on both ends of the connections. The monthly fee for routing AFTN Message Routine Service is €3.311-. Air Navigation Services Agency in Kosova will bear all cost of equipment and services in Kosovo and the costs of equipment and services in Iceland in accordance with this Contract. The Buyer will be responsible for providing and pay for a secure line connection between Iceland and Air Navigation Services Agency in Kosova.

3.2. The routing services performed by the Contractors central router.

item	hours	€/hours	€ total
Administration of connection	10	89	890
Failures - restoring - monitoring	15	859	1.336
Equipment rental	1	296	296
Space - electricity	1	114	114
Overhead - administration	1	674	674
Total			3.311

Administration of the connection: This item addresses specifically task performed by the Watch Manager on duty to ensure correct message routing.

Failures - restoring - monitoring: Maintenance personal do specially monitor or this connection, both regarding routing to and from the AFTN switch and regarding the router that provides the secureconnection.

In case of AFTN failure, AIS – ANSA will send ATS Messages as well as NOTAM/SNOWTAM to the Technical Point of Contact followed by a phone call to the Technical Point of Contact to confirm the reception of the email. Isavia will make sure that the messages received through the email from ais@rks-gov.net are disseminated to the addresses indicated in the email and will also email back to AIS – ANSA any operational reply to the ATS Messages received in relation to ATS Messages from AIS – ANSA.

Equipment rental: In order to provide this routing service Isavia had to acquire special equipment both for interface to the AFTN switch and for a secure connection onto the internet.

Space - electricity: The required equipment is using Isavia' s facilities which are specially designed for ANSP equipment in regard to redundancy and security.

3.3. The Contractor undertakes to route messages, received from the Buyers router located at Air Navigation Services Agency in Kosova over the secure line, to the AFTN.

3.4. For services outside the routing services and requested by the Buyer the Contractor will invoice the Buyer separately. The hourly rate for such services is €74.

3.5. The Contractor will issue an invoice monthly for services performed in the previous month. The Buyer will pay the invoice within 30 days. The payment will be into the Contractors account:

Beneficiary IBAN:	IS04 0358 3600 0889 5502 1003 70
Customer:	Isavia
Address:	Reykjavik Airport IS - 101
City Country:	Reykjavik, Iceland
Beneficiary bank:	Arion Bank
SWIFT:	ESJAISRE
Account:	0358 36 000889

4. QUALITY OF SERVICE

4.1. The Contractor shall try to maintain the same uptime for these Services as the Contractor's own AFTN router.

5. TIME SCHEDULE

5.1. This Contract replaces the previous Contract of the same nature and shall commence on the date of the signature by the Parties and shall remain in force and effect until the 31st of December 2021. Further extension of the Time Schedule can be arranged for with the exchange of notifications by mail, if both Parties so agree and amendment to the Contract Time schedule. Either party can terminate the Contract by given 6 months prior notice by registered letter with acknowledgement of receipt.

5.2. However, the Parties shall review the content of the contract once a year, including but not limited to the price for the service, see clause 3, which shall be revised and agreed upon by the 1st of January each year, for the first time on the 1st of January 2020.

6. POINT OF CONTACTS

6.1. All notices and requests in connection with the services provided under this Contract shall be given in English between the following points of contacts.



The Contractor	For Technical Service
Contact person: Asgeir Palsson	Iceland Radio supervisor on duty
Telephone: 00 354 424 4100	+ 354 563 6502
E-mail: Asgeir.Palsson@isavia.is	supervisor@isavia.is

Air Navigation Services Agency of Kosova	
Contact person: Bahri Nuredini	Dardan Maraj
Telephone: + 383 (0) 59 58 132	+ 383 (0) 44 584 303
E-mail: bahri.nuredini@rks-gov.net	dardan.maraj@rks-gov.net

7. INSURANCE

7.1. The Buyer will include the Contractors routing services in the liability insurance for Air Navigation Services Agency of Kosova.

8. LIMITATION OF LIABILITY AND ABSENCE OF WARRANTY

8.1. The Contractor assumes no liability for providing the services under this contract. In case the Contractor subsequently assumes or is found liable for any service provided, such liability will in any case be limited to the amount of fees already paid at that time to the Contractor under this contract.

8.2. The Contractor provides its services under this contract without any warranty of any kind.

9. INDEMNITY AGAINST CLAIMS OR DAMAGES OF ANY KIND FROM THIRD PARTY

9.1. The Buyer agrees to hold the Contractor and its subcontractors and any instrumentality or officer of the Contractor harmless against any claim by the Government of Kosovo, or any agency thereof, legal entity or third persons for personal injury, death, or property damage which may be or can be connected with the work or services supplied by Isavia under this Agreement.

9.2. The Buyer shall indemnify and keep the Contractor indemnified against all claims, demands, proceedings damages, costs, charges and expenses whatsoever arising directly from breach by any sub-contractor or supplier of its obligations.

10. EXCUSABLE DELAY

A case for release from obligations (force majeure) is deemed to be caused by overwhelming and abnormal impediment or occurrence that delays or prevents the fulfilment of the Contract and which neither party had reason to take into account when entering into the Contract and which is independent of any action by either party and could not be averted or prevented without unreasonable expense or loss of time.

11. INEXCUSABLE DELAY

If the Contractor finds it impossible to comply with the contractual delivery time or expects delays to occur the Contractor shall within 14 days inform the Buyer of the condition and its estimated influence on delivery time.

12. TERMINATION OF CONTRACT

12.1. The Contractor is entitled to cancel the Contract in whole or in part insofar as the cancellation justifies in good faith the default or breach of this Contract by the Buyer:

12.1.1. If the Buyer's performance does not meet the Contract's obligations and such defect is not removed within a reasonable period under the given circumstances after the Buyer's receipt of the Contractor's written notification of such deficient performance.

12.1.2. The Buyer fails to fulfil the Contract within the contractual time and does not prove that the non-fulfilment is due to a case for release from obligations or to a defect on the part of the Buyer and the delay has exceeded four (4) months.

12.1.3. If payment, one or more, stipulated in this Contract are not received by Contractor within 60 days of date of issuance of the invoice by the Contractor.

12.1.4. The Buyer assigns its obligation to a third party without a prior written consent by the Contractor

12.1.5. The Buyer is bankrupt or has applied for a moratorium or suspension of payments.

12.2. If the Contract is terminated in cases referred to in 11 above, the Contractor is entitled to be compensated by the Buyer for any direct expenses and damages incurred because of the non-fulfilment of the Contract.

12.3. The term of notice stipulated in clause 5 is not applicable if the contract is terminated because of circumstances stipulated in clause 12.

13. TAXES AND LICENSES

13.1. Any taxes, duties, VAT and other similar charges assessed to the System and components and Services rendered outside Iceland shall be paid by the Buyer.

13.2. Any taxes, duties, and other similar charges assessed to the System and components and Services rendered by the Icelandic authorities shall be paid by the Buyer.

13.3. The obtaining of any import licenses or authorities to import the System and components into Kosovo shall be the responsibility of the Buyer.

13.4. It shall be the responsibility of the Buyer to obtain in due course at his own expense the necessary import licenses required in the course of this Contract.

14. **CONFIDENTIALITY**

14.1. This Contract is confidential between the parties and shall not without prior written consent of the other party be disclosed by either party in whole or in part except insofar as may be necessary for either party to carry out its obligations under this Contract.

14.2. Except as may be reasonably required for the support of the System and its components by the Buyer and as may be reasonably required for the Contractor to carry out the obligations under this Contract each party shall hold confidential all data and information supplied by the other party whether security classified or not and shall not reproduce or communicate such technical data or the same to any third party, without the prior written consent of the other party.

15. **AMENDMENTS**

This Contract shall not be altered or amended except by an instrument in writing executed concurrently with or subsequent to the execution of this Contract and signed on behalf of both parties hereto.

16. **ASSIGNMENT**

Neither party may assign any of its rights or obligations hereunder without the written consent of the other party.

17. **NOTICES AND REQUESTS**

All notices and requests in connection with this Contract shall be given by registered letter in English with acknowledgement of receipt, addressed as follows:

- **Air Navigation Services Agency of Kosova**, Vrella-Lipjan, Kosovo
- **Isavia**, Reykjavik Airport, 101 Reykjavik, Iceland

17.1. The effective date of any notice or request in connection with this Contract shall be the date in which it is deemed to arrive in the normal course of the transmission method adopted.

17.2. All correspondence shall include an identifying number or other symbol of the Contract and the name of the Buyer.

18. JURISDICTION AND APPLICABLE LAW

Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted for arbitration to the International Chamber of Commerce in Paris. Proceedings and awards shall be in English.

19. LIABILITY AND INDEMNIFICATION

19.1. The Buyer is not entitled to obtain compensation or seek damages from the Contractor in respect of any indirect expenses and damage due to a breach of the Contract.

19.2. In no event, whether as a result of breach of contract, warranty, tort (including negligence of any degree), patent infringement or otherwise shall the Contractor or its sub-suppliers be liable for any special, consequential, incidental, indirect or exemplary damages such as loss of profit or revenue, loss of use of the goods, facilities or services, downtime costs or claims from Buyer's customers for such damages, as well as costs incurred by the Buyer to prevent or minimize such damages.

Thus done and signed in two (2) originals.

Pristhina

Reykjavik

on: 1st of February 2019

on: 1st of February 2019

For and on behalf of

For and on behalf of

the Buyer

the Contractor

Air Navigation Services Agency of Kosova

Isavia

Bahri Nuredini, Director

Ásgeir Pálsson, Director of Air Navigation Services

Bahri Nuredini



Ásgeir Pálsson

LULZIM PRECAJ, PROCUREMENT MANAGER

L. 19.02.2019