

**AGREEMENT BETWEEN EUROCONTROL AND THE  
FEDERAL MINISTRY FOR AGRICULTURE, FORESTRY,  
ENVIRONMENT AND WATER MANAGEMENT OF AUSTRIA**  
**relating to the access to the data and information contained in the  
Emission Trading Scheme Support Facility (ETS-SF)**

The European Organisation for the Safety of Air Navigation, EUROCONTROL,  
represented by its Director General, Mr. David McMILLAN,

hereinafter referred to as “EUROCONTROL”,

and the Austrian Federal Ministry for Agriculture, Forestry, Environment and Water  
Management, Mr. Nikolaus BERLAKOVICH,

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 “ETS Support Facility”;*

*Considering Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the Community and amending Council Directive 96/61/EC (OJ 2003 L 275, p. 32);*

*Recognising that EUROCONTROL provides a central basis for facilitating the functioning of the scheme, due to the air traffic data and expertise in fuel burn estimates that are already used for other public purposes;*

*Considering the cost-efficiency of making the data and information, related to those aircraft operators that may be subject to the scheme, 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 Republic of Austria of Data and Information relevant to contribute to the efficacy of, and compliance with, the existing scheme for greenhouse gas emission allowance trading in the field of aviation as enacted by Directive 2003/87/EC.
- 1.2. The Data and Information are made accessible via an Emission Trading Scheme Support Facility (ETS-SF) managed by the Agency. EUROCONTROL will develop and operate the ETS-SF according to the Specifications referred to in Annex 1.
- 1.3. These Data and Information are provided for the sole purpose of assisting the Republic of Austria in managing those aircraft operators falling or likely to fall under its administrative powers under the scheme, in the following limited areas:
  - (a) checking data submitted by aircraft operators in their monitoring plans for allowing approval of these monitoring plans;
  - (b) checking the proper application by aircraft operators of the monitoring and reporting guidelines;
  - (c) checking the data submitted by aircraft operators in their annual emissions reports or tonne kilometre report;
  - (d) allowing verifications of annual emission reports;
  - (e) allowing assessment of compliance with the scheme and taking enforcement measures under national law for failure to comply with the scheme requirements; and
  - (f) estimating CO<sub>2</sub> emissions.
- 1.4. EUROCONTROL shall not be held responsible for any decision in the operational, technical, financial and/or managerial fields taken by the Republic of Austria in the execution of its duties and/or prerogatives.

### **Article 2 – Definitions**

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

- 2.1. “Access rights”:  
Authorisation granted by EUROCONTROL to the User to access and extract individual Data and Information from the ETS-SF pursuant to this Agreement.
- 2.2. “Agreement”:

The present special bilateral agreement between EUROCONTROL and a member or non-member State on ETS support.

- 2.3. “Data and Information”:  
Facts, information, documents, knowledge or other matters including data and electronic data accessible to the User through the ETS-SF.
- 2.4. “ETS Support Facility (ETS-SF)”:  
EUROCONTROL database, computer systems and telecommunication networks running business applications as well as administrative, development test and technical support systems, including related services and operations, which collectively deliver the functionalities defined in the Specifications.
- 2.5. “Helpdesk”:  
A support desk, accessible by telephone or electronic email, available to the User that provides support in relation to the use of the ETS-SF and to the Data and Information provided.
- 2.6. “Specifications”:  
Description of the ETS-SF functionalities in terms of a set of System and User requirements and of data and algorithms specifications.
- 2.7. “User”:  
Legal person party to this Agreement and being granted direct access to the ETS-SF, including its employees and agents from ministries and environmental agencies for whom access on a “need-to-know” basis is necessary to perform the Agreement.

### **Article 3 – Service access and availability**

- 3.1. The initial date at which the ETS-SF will be accessible to the User is 17 January 2011.
- 3.2. Access of the User to the ETS-SF is provided subject to the signature by the State authority of this Agreement. Detailed access rights and availability are specified and given by EUROCONTROL under Annex 1. The User shall be granted access to the ETS-SF under the financial conditions of Article 4 and 5.
- 3.3. EUROCONTROL shall use best endeavours to ensure uninterrupted access during office hours. In case of a disruption during these hours, EUROCONTROL shall provide the User, through the Helpdesk, with accurate and up to date information on the status of the ETS-SF.
- 3.4. Data and Information relevant to a calendar year remain accessible until the end of the next calendar year. Thereafter, the data will be kept by EUROCONTROL for at least eight (8) years. EUROCONTROL will provide this data upon a duly justified request from the User.

## **Article 4 – Cost**

- 4.1. Costs incurred by EUROCONTROL for the implementation of this Agreement shall be borne by the participating State authorities, in accordance with the sharing key indicated for reference in Annex 2, and the necessary funds shall be made available to EUROCONTROL as provided for in Article 5.
- 4.2. The total costs for the development and operation of the ETS-SF have been estimated to a maximum of EUR 2.302.463 (two millions three hundred and two thousand four hundred sixty-three euro). The cost estimates are detailed in Annex 3. EUROCONTROL may deviate from the estimate per cost category laid down by Annex 3 within the ceiling of EUR 2.302.463.
- 4.3. These costs shall be broken down in three periods for the development and operations:
- up to 30 April 2011; EUR 973 K;
  - 1 May 2011 – 30 April 2012: EUR 655 K;
  - 1 May 2012 – 30 June 2013: EUR 674 K.
- 4.4. The above-mentioned costs shall be subject to revision in accordance with the conditions set out in paragraph 5.
- 4.5. The following charging arrangements based on the principle of non-profit making shall apply:
- (a) The costs for the development and operation of the ETS-SF shall be calculated by applying EUROCONTROL charging rules applicable at the date of signature of this Agreement. In the event of any modifications of these rules by EUROCONTROL's competent authorities during the implementation of this Agreement, the modified rules shall apply and this Agreement shall be modified consequently, in accordance with the provisions of Article 16.
- (b) The cost shall include all direct costs:
- staff cost, seconded personnel cost, mission and training cost as approved by the participating State authorities; these costs are calculated in accordance with the provisions of the Staff Regulations governing officials of the EUROCONTROL Agency;
  - all costs related to the supply of equipment and/or effort and services by third parties under contract shall be charged

accordingly; the cost shall be determined inclusive of value added tax, where applicable.

- (c) The cost shall include overhead charges added to the direct costs listed under (b) at the rate of 15% for the first period of development and operation of the ETS-SF, and for the subsequent periods at the applicable rate at that time, provisionally fixed at 38.7%.

### **Article 5 – Payment**

- 5.1. Within thirty (30) days of completion of the periods referred to in Article 4.3, EUROCONTROL shall submit to the State authority a request for payment accompanied by a financial report on the ETS-SF. The details of the payment are laid down in Annex 4.
- 5.2. The amount requested by EUROCONTROL shall be paid within sixty days (60) days from the day the request has been issued.
- 5.3. Any delay in the payment of the amount due according to paragraph 1 shall give rise to the payment of an interest on arrears at the rate approved annually by the EUROCONTROL enlarged Commission for route charges. Each day beyond the period defined in paragraph 2 shall be calculated as 1/360 of a year. This rate shall be communicated annually to the State authority, together with the request for payment referred to in paragraph 1.
- 5.4. Access to the ETS-SF may be suspended by EUROCONTROL in case of delay in the payment till payment has been received.

### **Article 6 – Confidentiality and security**

- 6.1. The Data and Information made accessible to the User, that relate to a legal or natural person and that allow either directly or indirectly to identify that person, shall be considered as confidential, unless such data and information are either:
- (a) declared non confidential by the data provider,
  - (b) known by the User prior to their disclosure by EUROCONTROL and not subject to restriction on disclosure,
  - (c) rightfully received by the User from a third party without restriction on disclosure,
  - (d) publicly available other than as a result of any act or omission of the User.
- 6.2. The disclosure to third parties of data and information considered confidential under paragraph 1 is strictly prohibited even after the Agreement has been terminated.

- 6.3. Paragraph 2 shall not preclude the disclosure of confidential data and information which are:
- (a) necessary to assist aircraft operators to comply with their monitoring and reporting obligations,
  - (b) required by an obligation under national law for the purpose of enabling the verification activities between the aircraft operator, the verifier and the User,
  - (c) required by virtue of applicable laws, regulations and administrative provisions to take enforcement action against aircraft operators and, ultimately, ensure that aircraft operators effectively comply with the scheme.
- 6.4. This Agreement does not in any way prevent the Republic of Austria from applying its constitutional rules and national legislation relating to freedom of information, freedom of the press and freedom of expression in the media.
- 6.5. EUROCONTROL and the User shall ensure that appropriate security systems are implemented on their respective sites. EUROCONTROL shall have the rights to monitor and trace interactions of the User with the ETS-SF.

#### **Article 7 – Use of data and information**

- 7.1. The Republic of Austria shall not use the Data and Information for any other purposes than those stated in Article 1. In particular, they shall not be used for commercial purposes.
- 7.2. 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 16.6.

#### **Article 8 – Alterations to the service**

- 8.1. Without prejudice to Article 16.4, EUROCONTROL may at any time introduce new enhancements to the ETS-SF under this Agreement. EUROCONTROL shall seek the opinion of the Steering Group established under Article 11 before making changes to the ETS-SF that imply additional costs.
- 8.2. The User may provide any suggestion for enhancement or evolutions of the ETS-SF to EUROCONTROL. EUROCONTROL will assess any new specification for the ETS-SF which are suggested by the User and may evolve the ETS-SF accordingly if adequate resources are available and the new specifications are considered to be of general interest for users of the ETS-SF, in line with Steering Group procedures.

## **Article 9 – Warranties – Disclaimer**

- 9.1. Pursuant to Article 1.4, EUROCONTROL is not responsible for implementing policies and measures to comply with national obligations and requirements under any ETS legislation.
- 9.2. EUROCONTROL warrants that the ETS-SF accurately processes and stores the data received from data providers, including national air traffic services. It shall ensure that all Data and Information required by the ETS-SF and for which it is responsible, are entered and processed by it under the Specifications.
- 9.3. Notwithstanding paragraph 2, EUROCONTROL does not warrant that under all circumstances the contents of the ETS-SF are accurate, reliable, complete, and correct, or that the ETS-SF will be accessible at any particular time or location. In general flight data will be correct, complete and current, and emissions data will be of sufficient quality, complete and current in order to meet the needs of the Republic of Austria under Article 1.3.
- 9.4. 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 ETS-SF,
  - (d) Any financial loss or any other consequence of the late availability or non-availability of Data and Information.
- 9.5. 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 10 – Intellectual property rights**

- 10.1. EUROCONTROL shall retain at all times all relevant intellectual property rights pertaining to the ETS-SF (in particular, database copyrights, trademarks, symbols, layout, data, know-how, domain name).
- 10.2. Notwithstanding paragraph 1, the fuel consumption and CO<sub>2</sub> estimates made accessible to the Republic of Austria under this Agreement are the exclusive property of both Parties, who shall not dispose of them to third parties without the prior and express written consent of the other. Such consent shall not be unreasonably withheld.

- 10.3. The User may use the data extracted from the ETS-SF database to support its own and internal technical developments, including, but not limited to, software functionalities, technical inventions, concepts, processes, products and methods for the purpose of improving the ETS as enacted by Directive 2003/87/EC. Upon request from the Steering Group established under Article 11, the User will provide other State authorities participating in the ETS-SF with access and the necessary licences to such technical developments for the same purpose.

### **Article 11 – Governance of the ETS-SF**

- 11.1. A Steering Group, which shall consist of representatives of the Parties and all other State authorities participating in the ETS-SF, is hereby established. It shall act by mutual agreement.
- 11.2. The Steering Group shall be responsible for coordinating the administration and implementation of the agreements relating to the ETS-SF. 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 ETS-SF and agree on the conditions for providing that restricted access;
  - Agree on a coordinated procedure under Article 8.2 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 ETS-SF;
  - Be regularly informed by EUROCONTROL on the status of the development and operation of the ETS-SF as well as on the costs incurred in relation to the development stages and the reported cost estimate;
  - Assess annually the costs incurred and cost breakdown of the ETS-SF as submitted by EUROCONTROL to the Steering Group, the proposed fee calculation for the next period, the consequences thereof for the participating State authorities and agree on the proposed financial consequences;
  - Investigate the need for a security policy pursuant to Article 6.5;
  - Review the general functioning of the Agreement based on performance information submitted by EUROCONTROL or the User;



- Make any other recommendation to EUROCONTROL.

11.3. The Steering Group shall adopt its rules of procedure.

11.4. The Steering Group shall meet at regular intervals.

### **Article 12 – Points of contact**

The exclusive points of contact with respect to the implementation of this Agreement, and where all requests for amending the Annexes to this Agreement should be made, are designated by the respective Parties as follows:

#### **For the State authority**

##### **Technical**

Division V/4 Air Quality and Climate Change

Head of Division V/4

Mr. Helmut Hojesky

Stubenbastei 5

A-1010 Vienna

Tel: +43 1 51522 1737

E-mail: [helmut.hojesky@lebensministerium.at](mailto:helmut.hojesky@lebensministerium.at)

#### **For EUROCONTROL**

##### **Technical**

Directorate Single Sky

Head of Environment Unit

Mr Andrew Watt

96 Rue de la Fusée

1130 Brussels

Tel: +32 2 729 5049

Email: [Andrew.WATT@eurocontrol.int](mailto:Andrew.WATT@eurocontrol.int)

##### **Financial**

Division V/4 Air Quality and Climate Change

Head of Division V/4

Mr. Helmut Hojesky

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A-1010 Vienna

Tel: +43 1 51522 1737

E-mail: [helmut.hojesky@lebensministerium.at](mailto:helmut.hojesky@lebensministerium.at)

##### **Financial**

Directorate Resources

Head of Partnerships and

Agreements Unit

Mr Renaud Trapp

96 Rue de la Fusée

1130 Brussels

Tel: +32 2 729 3245

Email: [renaud.trapp@eurocontrol.int](mailto:renaud.trapp@eurocontrol.int)

### **Article 13 – Resolution of disputes**

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 EUROCONTROL amended Convention shall apply *mutatis mutandis*.

### **Article 14 – Suspension**

- 14.1. 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*.
- 14.2. 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.

### **Article 15 – Entire Agreement**

- 15.1. This Agreement includes its Annexes which form an integral part thereof. In case of divergence between the Annexes and the Agreement, the Agreement shall prevail.
- 15.2. This Agreement supersedes all prior oral or written ETS-SF negotiations, representations or agreements reached by the Parties.

### **Article 16 – Entry into force, duration, amendment and termination**

- 16.1. This Agreement shall enter into force on the date at which it is signed by the other agreeing Party.
- 16.2. This Agreement is concluded to last until 30 June 2013. Its duration may be extended for additional periods when this has been mutually agreed in writing between the Parties.
- 16.3. This Agreement may be amended or modified by an instrument in writing of equal formality signed by the duly authorised representative of the respective Party.
- 16.4. The Annexes to this Agreement may be amended or modified in writing, by exchange of letter, upon the agreement between the two respective points of contact referred to in Article 12.
- 16.5. The Steering Group established under Article 11 will be invited to provide its opinion on any amendment to this Agreement. Those amendments, agreed in

writing by the Parties or their points of contact, shall upon signature be deemed as an integral part of the Agreement.

- 16.6. Either Party may terminate the Agreement at the end of each period referred to in Article 4.3 by giving a six (6) months' notice to the other Party. The Party will immediately inform the Steering Group of its intention to terminate the Agreement. Termination of the Agreement does not entitle any Party to damages, unless such damages are part of a default, or of a dispute settlement.
- 16.7. Termination of this Agreement for whatsoever reason shall not affect the rights and obligations of the Parties referred to in Articles 1, 3.4, 4, 5, 6, 10 and 13. The State authority shall not be responsible for payments of the next period or any following periods if the termination of this Agreement has been made according to the previous paragraph.
- 16.8. If any provision of this Agreement is held unenforceable, then such provision will be modified 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 State authority,

For EUROCONTROL,

Nikolaus Berlakovich m.p.

David McMillan m.p.

Federal Minister

Director General

Date: 24 February 2011

Date: 7 April 2011

**ANNEX 1****DESCRIPTION OF ETS-SF – SPECIFICATIONS**

1. In pursuit of the objectives of this Agreement, EUROCONTROL shall implement the following Specifications:

<b>Organisation</b>	<b>Edition No.</b>	<b>Title</b>	<b>Edition date</b>
EUROCONTROL	1.0	Specifications for the operation of the Emission Trading Scheme Support Facility (ETS-SF)	25.01.2011 (1)

(1) The Specification is available at [www.eurocontrol.int](http://www.eurocontrol.int).

2. Any amendment thereof may be coordinated upon in accordance with the procedures referred to in Article 8.

**ANNEX 2****SHARING KEY BETWEEN THE PARTICIPATING STATES**

1. The part of the cost for a period (as described in Article 4) to be covered from the State authority (i.e. the *User Cost*) is computed according to a method of repartition of the cost for the period (i.e. the *Cost*) between the different State authorities having signed an ETS-SF agreement with EUROCONTROL and related to the proportion of CO<sub>2</sub> emissions attributed to a State.
2. The proportion of CO<sub>2</sub> emissions attributed to each State shall be computed based on the information available in the ETS-SF and shall correspond to the State's share of the total attributed estimated CO<sub>2</sub> emissions for the calendar year 2008 for all States implementing an ETS. "*Proportion of CO<sub>2</sub> emissions attributed to the State*" means the estimated CO<sub>2</sub> emissions from all flights falling within the aviation activities listed in Annex I to Directive 2003/87/EC, which have departed from an aerodrome situated in the territory of the State and those which have arrived in such an aerodrome from a third country.
3. The "*total covered share of estimated CO<sub>2</sub> emission*" means the sum of the proportion of CO<sub>2</sub> emissions attributed to all the States having signed an ETS-SF agreement.
4. If the proportion of CO<sub>2</sub> emissions attributed to a State is inferior or equal to 0.5 %, then the proportion of the cost to be covered by the State is directly proportional to its proportion of CO<sub>2</sub> emissions as follows:
 
$$\text{User cost} = \text{Cost} \times (\text{proportion of CO}_2 \text{ emissions attributed to the State} / \text{total covered share of estimated CO}_2 \text{ emission})$$
5. Considering all States in the situation described at paragraph 4, they cover collectively for a proportion of the cost which is referred to as "*Users (<0.5) Cost*".
6. If the proportion of CO<sub>2</sub> emissions attributed to a State is superior to 0.5 %, then its proportion of the cost will be made of:
  - a fixed part that is equal for all State that have signed the ETS-SF agreement and whose proportion of CO<sub>2</sub> emissions is superior to 0.5 %,
  - a variable part that is specific and that depends on the proportion of CO<sub>2</sub> emissions attributed.
7. The proportion of the cost to be collectively covered by all States in the situation described at paragraph 6 is covered for 10% from the fixed parts and for 90% from the variable parts of these States. It is referred to as "*Users (>0.5) Cost*" and is computed according to the following:

$$\text{Users (>0.5) Cost} = \text{Cost} - \text{Users (<0.5) Cost}$$

8. If “ $N$ ” is the number of States in the situation described at paragraph 6, the cost to be covered by one of these States is thus determined as follows:

$$\text{User cost} = (\text{Users } (>0.5) \text{ Cost} \times 0.1 / N)$$

$$+ (\text{Users } (>0.5) \text{ Cost} \times 0.9 \times \text{proportion of } CO_2 \text{ emissions attributed to the State} / \text{total covered share of estimated } CO_2 \text{ emission } (>0.5\%))$$

with *total covered share of estimated  $CO_2$  emission (>0.5%)* being the sum of the proportion of  $CO_2$  emissions attributed to the  $N$  States.

**ANNEX 3****1. TOTAL COST ESTIMATES**

1.1. The cost for the implementation of the ETS-SF has been estimated to EUR 2.302 M over the three years of operations, with the following estimated yearly breakdown:

- EUR 973 K (including an overhead of 15%) for the period until 30 April 2011,
- EUR 655 K (including an overhead of 38.7%) for the period 1 May 2011 – 30 April 2012,
- EUR 674 K (including an overhead of 38.7%) for the period 1 May 2012 – 30 June 2013.

This estimate is based on the most realistic information available at the time of drawing up this Agreement.

1.2. The breakdown of the costs per different functions has been estimated as follows:

	Period 1	Period 2	Period 3
Project Contractual & Financial Co-ordination	100651	58929	60697
Project Development and Operation Management	126037	73792	76006
(Users) Specifications	56016	36896	38003
ETS Support Facility Development, Testing, Operation and Maintenance	479850	269809	277904
IT Support Costs (Hardware / Software, System configuration & maintenance)	133758	114945	118393
Helpdesk	76970	100397	103409
<b>Total (with overhead) EUR</b>	<b>973283</b>	<b>654768</b>	<b>674411</b>

## 2. INDIVIDUAL COST ESTIMATES

- 2.1. This paragraph is providing an estimation of the fees in the first, second and third year for each State if at least 15 States covering for at least 75 % of EU ETS CO<sub>2</sub> (2008 reference) have signed an ETS agreement and based on the cost estimates above.
- 2.2. According to the payment principles described in Annex 4, the fees information may be interpreted as:

If at least 15 States covering for at least 75 % of EU ETS CO<sub>2</sub> (2008 reference) have signed an ETS agreement, their costs for the first, second and third year should not be more than the one referred in the following table:



15 States participating covering for at least 75% CO<sub>2</sub>, fixed / variable = 10 % / 90 %

Member State	CO <sub>2</sub> Share	(CO <sub>2</sub> <0,5%)	(CO <sub>2</sub> >0,5%)	(CO <sub>2</sub> <0,5%)	(CO <sub>2</sub> >0,5%)	(CO <sub>2</sub> <0,5%)	(CO <sub>2</sub> >0,5%)	Average fee for 3 years
		(Full variable) Fee Year 1	Fixed/Variable (10/90%) Fee Year 1	(Full variable) Fee Year 1	Fixed/Variable (10/90%) Fee Year 2	(Full variable) Fee Year 1	Fixed/Variable (10/90%) Fee Year 3	
SLOVENIA	0,0008	1022	0	688	0	708	0	806
SLOVAKIA	0,0011	1375	0	926	0	952	0	1084
LITHUANIA	0,0012	1514	0	1019	0	1049	0	1194
ESTONIA	0,0012	1571	0	1058	0	1089	0	1239
MALTA	0,0013	1664	0	1120	0	1153	0	1312
LATVIA	0,0016	2024	0	1362	0	1402	0	1596
ICELAND	0,0021	2735	0	1841	0	1895	0	2157
BULGARIA	0,0030	3908	0	2631	0	2707	0	3082
ROMANIA	0,0040	5155	0	3470	0	3571	0	4065
CYPRUS	0,0042	5430	0	3656	0	3762	0	4283
HUNGARY	0,0046	6009	0	4045	0	4162	0	4739
CZECH REPUBLIC	0,0066	0	21737	0	14633	0	15057	17142
LUXEMBOURG	0,0082	0	23600	0	15887	0	16348	18612
POLAND	0,0091	0	34396	0	16650	0	17133	22727
NORWAY	0,0110	0	26927	0	18127	0	18653	21236
FINLAND	0,0123	0	28391	0	19112	0	19666	22390
DENMARK	0,0147	0	31198	0	21002	0	21611	24604
AUSTRIA	0,0150	0	31539	0	21231	0	21847	24872
IRELAND	0,0151	0	31738	0	21366	0	21985	25030
SWEDEN	0,0157	0	32388	0	21803	0	22435	25542
GREECE	0,0169	0	33752	0	22721	0	23380	26617
PORTUGAL	0,0178	0	34874	0	23476	0	24157	27503
BELGIUM	0,0275	0	46149	0	31067	0	31968	36395
ITALY	0,0721	0	98209	0	66112	0	68030	77450
NETHERLANDS	0,0751	0	101714	0	68472	0	70458	80215
SPAIN	0,0913	0	120694	0	81248	0	83605	95182
FRANCE	0,1391	0	176480	0	118802	0	122248	139177
GERMANY	0,1852	0	230331	0	155053	0	159551	181645
UNITED KINGDOM	0,2423	0	296963	0	199908	0	205707	234193

**ANNEX 4****PAYMENT PROVISIONS****1. Definition**

*Cost* means the total cost for a period as referred to in Annex 2.

*Reference cost* means the estimated total cost for a period as described in Annex 3.

*User provisional cost* means a cost computed for a period for a State in accordance with the sharing key principles in Annex 2 and considering the *Reference cost* (instead of the *Cost*) and the actual number of State authorities having signed an ETS-SF agreement.

*User cost* means the actual cost for a period to be covered by the State authority under this Agreement as described in Annex 2.

**2. Principles**

The Agency will invoice for period 1 a total amount of EUR 973 K corresponding to the reference cost as contained in Annex 3 and also referred to in Article 4 of the Agreement.

The Agency will invoice for period 2 a total amount of EUR 655 K corresponding to the reference cost as contained in Annex 3 and also referred to in Article 4 of the Agreement.

The Agency will invoice for period 3 a maximum amount of EUR 674 K corresponding to the reference cost as contained in Annex 3 and also referred to in Article 4 of the Agreement.

**3. Payments to be made by the participating State authorities**

Pursuant to Article 5.1, the request for payment in the first, second and third period will be of:

*Payment* (period 1) = *User provisional cost* (for period 1)

*Payment* (period 2) = *User provisional cost* (for period 2)

*Payment* (period 3) = *User cost* (period 1) + *User cost* (period 2) + *User cost* (period 3)  
- *Payment* (period 1) - *Payment* (period 2)