



General Conditions and Terms of Payment of the European Aviation Safety Agency



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Scope

These General Conditions and Terms of Payment apply to all fees and charges levied by the European Aviation Safety Agency, hereinafter „the Agency“, as compensation for the certification tasks it carries out and for the services it provides and shall be acknowledged by the Applicant each time an application or request is filed.

No stipulation, representation or warranty made or attempted to be made at any time by either the Applicant or the Agency shall vary, modify or counteract these General Conditions and Terms of Payment. No variation in these General Conditions and Terms of Payment shall be valid unless agreed in writing by the Executive Director of the Agency. In the event that any part or parts of these conditions are held to be invalid, such invalidity shall not alter the validity of any other part or parts of the same and each clause and each sub-clause shall be capable of independent existence.

Treatment of personal data

The Agency shall process the personal data of the applicants in accordance with Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

In the framework of the performance of its tasks EASA shall treat, retain, use the personal data and shall transmit it to its own offices and National Aviation Authorities and Qualified Entities for the purposes of carrying out the certification tasks entrusted to it and the services it provides, in particular in the framework of the acceptance of applications, the activities of accounting, billing and auditing, security, administration and legal; systems testing, maintenance and development; statistical analysis and for ensuring compliance with legal and regulatory obligations applicable to the Agency without prejudice to possible transmission to internal audit services, to the Court of Auditors, to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the European Union.

The data shall be kept for no longer than is necessary for the purposes indicated above, for which they were collected. These data may, however, be kept for a longer period for historical, statistical or scientific purposes, without prejudice to any other provision of Regulation 45/2001.

In accordance with Regulation (EC) 45/2001, Applicants (data subjects) have the right to obtain access to and rectification of their personal data upon request to the Applications and Procurement services Department. Data subjects may also, under certain circumstances, ask to have these data blocked and for the erasure of data about them which they consider to have been unlawfully processed. Finally, they have the right to object, on compelling grounds, to the processing of their data.

Data subjects shall address any queries concerning the processing of their personal data to the Agency at the following address: dpo@easa.europa.eu. Should data subjects believe that his or her rights have been infringed as a result of the processing of personal data, they can lodge a complaint with the European Data Protection Supervisor.



A. GENERAL

A.1 Definitions

For the purpose of this General Conditions and Terms of Payment:

“EASA Basic Regulation” shall mean REGULATION (EC) No 216/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency and repealing Council Directive 91/670/EEC, Regulation (EC) No 1592/2002 and Directive 2004/36/EC, as amended (available from <http://easa.europa.eu/regulations>).

“Regulation (EC) 45/2001” shall mean REGULATION (EC) No 45/2001 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (available from <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2001:008:0001:0022:EN:PDF>)

“Regulation 488/2005” shall mean COMMISSION REGULATION (EC) No 488/2005 of 21 March 2005 on the fees and charges levied by the European Aviation Safety Agency, as amended (available from <http://new.easa.europa.eu/regulations> > Fees and charges)

“Regulation 593/2007” shall mean Commission Regulation (EC) No 593/2007 of 31 May 2007 on the Fees and Charges levied by the European Aviation Safety Agency (OJ L140, 1.06.2007) as amended (<http://new.easa.europa.eu/regulations> > Fees and charges)

“Regulation 319/2014” shall mean Commission Regulation (EC) No 319/2014 of 27 March 2014 on the fees and charges levied by the European Aviation Safety Agency, and repealing Regulation (EC) No 593/2007 (OJ L93, 28.03.2014, available from <http://new.easa.europa.eu/regulations> > Fees and charges)

A.2 Eligibility check and acceptance of the application

The Agency shall be entitled to communicate by e-mail:

- the acknowledgment of the receipt of an application,
- its decisions upon the eligibility of an application and
- the acceptance of an application.

An e-mail which is automatically generated and dispatched by the system shall not represent the Agency's binding acceptance of an application.

B. PAYMENTS

B.1 General

The issue, maintenance or amendment of a certificate or an approval shall be subject to prior payment of the full amount of the fee due, unless the Agency decides otherwise after due consideration of financial risks.

Applicants are responsible for the payment of the fees and charges due.

All possible bank charges related to the payment shall be paid by the Applicant.

The fee shall be paid within 30 calendar days from the date on which the invoice is notified to the Applicant by the Agency.

Payments shall be deemed to have been made on the date on which the Agency's account is credited.

Payments can exclusively be made by bank transfer in EURO to the bank account indicated in the invoice. All payments should bear the EASA invoice number, to ensure that the payment is identified and allocated to the correct account.

The Agency may return the payment, with all costs borne by the Applicant, if the invoice number is incorrect or missing.



B.1.1 VAT exemption

VAT exemption according to Article 13(1) of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (available from <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:347:0001:0118:EN:PDF>).

B.1.2 Recovery by offsetting

Where the other party has claims on the Agency that are certain, of a fixed amount and due, the Agency may, after giving prior notification, to effect recovery by offsetting.

B.1.3 Overpayment

Where the fees or charges have been overpaid, the overpayment may be refunded or offset against another liability of the Applicant. The refund or offset will be done as soon as practicable.

C. FAILURE TO PAY

C.1.1 Interest for late payment of invoices

In the event of non-payment by the due date, the Agency is entitled to interest for late payment on the established entitlement at the rate applied by the European Central Bank to its most recent main refinancing operations in force on the 1st calendar day of the month in which the due date falls, increased by 8 percentage points.

C.1.2 Measures in case of non-payment

In case of non-payment, the Agency may reject an application:

- or suspend or revoke a certificate if the fees due have not been received upon the expiry of the deadline (30 calendar days from the date on which the invoice is notified to the Applicant by the Agency) and after the Agency has sent out a formal warning. A revocation of a certificate or approval in the event of non-payment does not affect the legal obligation of the holder of that certificate or approval to pay, in full, all outstanding amounts to the Agency such as outstanding fees or travel costs;
- where the applicant has not fulfilled its payment obligations arising out of certification tasks or services performed by the Agency, unless the applicant pays for the outstanding amounts due for those certification tasks or services provided;
- unless the applicant provides a bank guarantee or secured deposit when the Agency has evidence that the applicant's financial ability is at risk.

Failing payment by due date, the Agency may furthermore decide to call in any financial guarantee lodged in advance.

D. CHARGING SCHEMES

The applicant shall be aware that the charging scheme described in the following paragraphs will be applied.

D.1 FEES FOR PRODUCT CERTIFICATION

D.1.1 Fees for Type certificates (TC), restricted Type Certificates (RTC), Derivatives, Supplemental Type Certificates (STC) and major changes/repairs

Flat fees due for the above tasks shall be levied per period of 12 months during the period of validity of the application once the application has been accepted by the Agency. The invoicing cycle under Regulation (EC) No Regulation 319/2014 commences as of the date of the receipt of the application by the Agency.

After the first period of 12 months:



- if applicable, invoices covering the subsequent periods of 12 months are issued; and/or
- a final invoice covering the last period for which the fees are determined *pro rata temporis* (1/365th of the relevant annual fee period).

Fees paid for completed 12-month periods are not refundable.

Continued airworthiness activities for Type certificates (TC) shall be subject to payment of the corresponding annual fee.

In case the calculation of fees depends on specific factors like, e.g., the number of aircraft, staff etc., the Applicant has to demonstrate the correctness of the data he/she submits for this purpose.

D.1.2 Minor Changes/Repairs

Fees due for the above tasks shall be levied per application and shall be invoiced in one instalment, once the application has been accepted by the Agency.

D.1.3 Certification tasks charged by the hour

Invoices for hourly fees shall be sent:

- at the beginning of a project based on the estimated working hours and/or
- on a quarterly basis for performed working hours and/or
- when information concerning the costs becomes available to the Agency. This could be during and/or at the end of the project.

D.1.4 Financial quote

An applicant may request an estimation for a certification task for amounts to be paid. For the preparation of an estimate or its amendment, the Agency suspends activities related to the estimate until the relevant estimate has been provided and accepted by the applicant.

This estimate will be amended if it appears that the task is simpler or can be carried out faster than initially foreseen or, on the contrary, if it is more complex and takes longer to carry out than the Agency could reasonably have foreseen.

The estimation is for information purposes and has no binding effect on the Agency or applicant.

D.1.5 Transition from Regulation 593/2007 to Regulation 319/2014

The tariffs and charging schemes of the Regulation 319/2014 are effective as of 01 April 2014. They are applicable for all new projects starting on or after 01 April 2014.

For on-going projects that commenced before Regulation 319/2014 entered into force, the following transition methods are applicable:

- all working hours performed before the 01.04.2014 are charged i.a.w. Regulation 593/2007, working hours performed thereafter are charged i.a.w. 319/2014;
- the annual and surveillance flat fees of Regulation 319/2014 are levied as from the next annual instalment due after 01.04.2014.

D.1.6 Travel costs

For those tasks which take place fully or in part outside the European Union, travel costs shall be charged in addition to any fee due.

Travel costs are charged at the end of the project or, for projects with a longer duration, as soon as the information becomes available to the Agency.



D.1.7 Adjustment as per Annex 1, paragraph 3.2.11, to the Agreement between the USA and the EC on Cooperation in the Regulation of Civil Aviation Safety

As from 1st January 2014, a 5% reduction shall be applicable to the fees due for the validation of the following tasks:

- (i) the design of an aircraft, aircraft engine, propeller, or appliance; (ii) a supplemental type certificate;
- (iii) certain major changes to a type design, as defined in the technical implementation procedures; or (iv) acoustical and emissions changes (fee tables 1 – 4 of Part I of the Annex to Regulation 319/2014).

The following transition rules apply:

- (a) For new validation projects, the fee adjustment is applied for applications filed as of 1st January 2014;
- (b) For on-going validation projects, the fee adjustment is applied as from the next annual instalments due on or after 1st January 2014.

D.2 FEES FOR ORGANISATION APPROVALS

D.2.1 Approval and surveillance fees

For the approval of organisations, the initial fee shall be levied per application and shall be invoiced in one instalment, once the application has been accepted by the Agency. The first surveillance fee shall be charged at the time the approval is issued.

For Part 145 approvals issued in accordance with relevant bilateral agreements, the application fee covers the whole initial process and the first 12 month period after the approval is issued. The first surveillance fee shall be charged at the first anniversary of the date when the approval was issued.

Subsequent surveillance fees shall be invoiced every year on the anniversary of the issuance of the approval.

In case the calculation of fees depends on specific factors like, e.g., the number of aircraft, staff etc., the Applicant has to demonstrate the correctness of the data he/she submits for this purpose.

D.2.2 Financial quote

An applicant may request an estimation for a certification task for amounts to be paid. For the preparation of an estimate or its amendment, the Agency suspends activities related to the estimate until the relevant estimate has been provided and accepted by the applicant.

This estimate will be amended if it appears that the task is simpler or can be carried out faster than initially foreseen or, on the contrary, if it is more complex and takes longer to carry out than the Agency could reasonably have foreseen.

The estimation is for information purposes and has no binding effect on the Agency or applicant.

D.2.3 Amendment of the approval

Notwithstanding the provision of point F of these General Conditions and Terms of Payment, for all approvals subject to surveillance, amendments to the approval (changes) do not require additional payment nor may any already paid fee be refunded.

Should the changes have affected the ratings, staff number or turnover of the applicant, the Agency shall recalculate the next surveillance fee due.

D.2.4 Travel costs

For those tasks which take place fully or in part outside the European Union, travel costs shall be charged in addition to any fee due.

Travel costs are charged at the end of the project or, for projects with a longer duration, as soon as the information becomes available to the Agency.



D.3 CHARGES FOR SERVICES OF THE AGENCY

D.3.1 Level of the charges

The charges for services are based on the real costs of the Agency, including the number of working hours. Invoices shall be sent either at the beginning of a project based on the estimated working hours and/or when information concerning the costs becomes available to the Agency. This could be during and/or at the end of the project.

D.3.2 Financial quote

An applicant may request an estimation for a certification task for amounts to be paid. For the preparation of an estimate or its amendment, the Agency suspends activities related to the estimate until the relevant estimate has been provided and accepted by the applicant.

This estimate will be amended if it appears that the task is simpler or can be carried out faster than initially foreseen or, on the contrary, if it is more complex and takes longer to carry out than the Agency could reasonably have foreseen.

The estimation is for information purposes and has no binding effect on the Agency or applicant.

D.3.3 Reissuance of documents

One working hour at the applicable hourly rate under Part II point 1 of Annex to Regulation 319/2014 shall be invoiced to the applicant, if it requests the Agency to:

- reissue documents in the context of technical changes which do not require a project involvement of the Agency (e.g. amended TCs following minor changes by TC-holder DOAs);
- reissue documents to reflect editorial changes (e.g. change of company address, change of name, also due to changed company ownership);
- reissue grandfathered documents in the EASA format;
- replace lost originals.

D.3.4 Technical training provided through the Agency

Charges for technical training services provided by and through the Agency are made in accordance with Article 13 (3) of Regulation 319/2014 and ED decisions 2008/068/A and 2008/122A, available from <http://new.easa.europa.eu/easa-and-you/aviation-domain/training>

No cancellation fees apply and EASA will only charge for participants having actually attended the course.

The applicant shall inform the Agency if booked participants will not attend.

D.3.5 E-examination

Charges for the Agency web-based examination system (e-examination) are made in accordance with Article 13 (3) Regulation 319/2014 and ED decisions 2008/006/E available from <http://new.easa.europa.eu/easa-and-you/aviation-domain/training>

D.3.6 Termination of application

The Agency may terminate the application where it has not received payment of an invoice by the due date and after it has notified the applicant accordingly.



D.3.7 Travel costs

All travel costs for services as referred to in Part II point 1 of the Annex to Regulation 319/2014 outside of the territories of the EU Member States and for services as referred to in Part II point 2 of the Annex to Regulation 319/2014 inside and outside of the territories of the EU Member States shall be charged to the applicant.

E. INDEXATION

In accordance with Article 3 (4) and 19 (d) of Regulation 319/2014 (annual inflation rate) the amounts referred to in Parts I and II of the Annex to the Regulation shall be indexed based on the inflation rate defined in Part IV of the Annex; the indexation shall take place each year on January 1st, starting on 01 January 2015.

The indexation rates of the amounts set out in Parts I and II of the Annex of the Regulation shall be made available on the EASA website (<http://new.easa.europa.eu/fees-charges-faq>)

Information on the fee evolution can be consulted under "useful links" available from: <http://new.easa.europa.eu/system/files/dfu/regulations-docs-fees-and-charges-Information-leaflet-on-the-fee-evolution.pdf>

F. CANCELLATION OF AN APPLICATION

After giving due notice to the applicant, the Agency may cancel an application ninety days after its submission, in the event that the information provided is insufficient to enable the Agency's formal acceptance.

G. PAYMENT IN CASE OF TERMINATION OF AN APPLICATION

For those products that attract an annual flat fee and for organisation-related surveillance fees, the balance of the fee due, calculated on an hourly basis for the on-going period of 12 months but not exceeding the applicable flat fee, shall be payable in full at the time EASA stops working, together with any other amount due at that time, such as travel costs. The fees levied for previous completed periods shall not be refunded.

For those products that attract one-time fees and for organisation-related approval fees, the balance of the fee due, calculated on an hourly basis but not exceeding the applicable flat fee, shall be payable in full at the time EASA stops working, together with any other amounts due at that time, such as travel costs.

For tasks charged by the hour all costs shall be payable in full at the time the Agency stops working.

H. APPEALS AGAINST THE AGENCY'S DECISIONS TAKEN IN THE FIELD OF THE FEES & CHARGES REGULATION

Pursuant to Articles 44-51 of the EASA Basic Regulation an appeal against decisions of the Agency taken in the field of Regulation 319/2014 can be filed in writing to the Agency, specifying the decision being contested and stating the grounds for appeal, within two months of the notification of the decision.

A charge as per Article 15 of Regulation 319/2014 shall be paid upon lodging the appeal. The amounts of charges are specified in Part III of the Annex of Regulation 319/2014.

Appeals sent by mail are to be addressed as follows:

European Aviation Safety Agency
The Registrar of the Board of Appeal
Postfach 10 12 53
50452 Cologne, Germany

Communications by fax are to be sent to the following fax number :
+49 (0) 221 8999 099.