

National Supervisory Authorities Co-operation Agreement

Functional Airspace Block

Central Europe

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National Supervisory Authorities Co-operation Agreement

Federal Ministry of Transport, Innovation and Technology, Civil Aviation Authority of Austria,

Bosnia and Herzegovina Directorate of Civil Aviation,

Croatian Civil Aviation Agency,

Civil Aviation Authority of the Czech Republic,

The National Transport Authority, Aviation Authority, Hungary,

Transport Authority, Slovak Republic,

Civil Aviation Agency of the Republic of Slovenia,

In their capacity as National Supervisory Authorities of the Contracting States to the FAB CE Agreement,

hereinafter referred to as “the NSA” or “the NSAs”

recognising the need to complement the FAB CE Agreement with respect to Article 14, paragraph 5 and the obligation undertaken by its Contracting States to ensure the conclusion of the NSA Co-operation Agreement providing for the detailed conditions of the exercise of the rights and obligations of their NSAs under the FAB CE Agreement,

committing that each NSA ensures the active participation and contribution of their national representatives to the work of the NSA Coordination Committee and its working groups.

hereby agree as follows:

SECTION I INTRODUCTION

Article 1 Definitions

1. For the purpose of this Agreement the definitions established in the FAB CE Agreement shall bear the same meaning herein, unless otherwise stated in this Agreement.
2. The term “ANSP(s)” shall have herein the following meaning: the ANSPs certified by the certifying NSAs of the Contracting States to the FAB CE Agreement and entitled to provide FAB CE service in that part of the cross-border sector falling under the responsibility of the territorial NSA.

3. Reference to the safety oversight activities with respect to the provision of the FABCE service shall be construed as encompassing the safety oversight of ANS provided by ANSPs and related to ATFM and ASM functions performed by ANSPs or the entity providing ATFM and/or ASM.
4. Unless otherwise stated or required by the context, other terms and expressions used in this Agreement shall be construed in accordance with their use and interpretation in the relevant legislation adopted on the basis of the Treaty on the Functioning of the European Union and on the basis of Convention on International Civil Aviation.

Article 2

Purpose of the Agreement

The purpose of this Agreement is to establish cooperation among the NSAs at FAB CE level. It defines the rules and conditions related to the exercise of the rights and obligations of the NSAs under the FAB CE Agreement.

Article 3

National Supervisory Authorities Coordination Committee (NSA CC)

1. The NSA CC is established by the FAB CE Agreement. It shall carry out the tasks set out in the FAB CE Agreement and in this Agreement.
2. The NSA CC develops the NSA CC terms of reference. The NSA CC's terms of reference or their amendments are subject to adoption by the FAB CE Council.

SECTION II

HARMONISATION AND COOPERATION

Article 4

Co-ordination and Working Arrangements

1. The NSAs shall identify and exchange information on their relevant internal rules and procedures related to the FAB CE NSA co-operation.
2. The NSA CC shall define areas of co-operation, elaborate and agree on a work programme and establish associated working groups.
3. Unless the NSA CC terms of reference stipulate otherwise, the NSA CC shall discuss and regularly inform the FAB CE Council on the progress of their work programme and deliverables.

4. NSAs, acting through their representatives in the NSA CC, shall make their best endeavour to agree on the uniform realisation of the decisions and measures adopted by the FAB CE Council within the remits of the FAB CE Agreement and falling within the competence of the NSAs. Each NSA shall provide, in due time, the NSA CC with appropriate information regarding the implementation of such decisions and measures.
5. NSAs may establish specific bilateral or multilateral co-operation arrangements within the framework of this Agreement. In such cases, the NSA CC shall be informed about the activities under such co-operation, which might have impact on this Agreement.

Article 5 **FAB CE Performance Scheme**

1. The NSAs shall closely cooperate and coordinate the activities pertaining to their rights and obligations with respect to the Single European Sky (SES) performance scheme.
2. In particular, the NSAs shall cooperate in the consultation with stakeholders, the drawing up of the FAB performance plan, its monitoring, as well in any other related tasks therein.

SECTION III **SUPERVISION IN FAB CE**

Article 6 **Applicable Rules and Procedures**

1. The NSAs mutually recognise the supervisory tasks, processes and associated results related to cross border arrangements.
2. Each territorial NSA shall notify the certifying NSA of all rules and procedures to be applied by the ANSP providing cross border FAB CE service in the airspace falling under the responsibility of that territorial NSA, as well as any changes thereof.
3. The respective territorial NSA shall be entitled to request the certifying NSA to provide relevant information on the application of notified rules and procedures by the concerned ANSP. The certifying NSA shall be obliged to address the request without undue delay.

Article 7 **Oversight Cooperation**

1. The required processes for common oversight activities for FAB CE projects, based on the identified needs, will be developed and adopted by the NSA CC.

2. The common oversight activities shall take into account the results of ICAO and EASA inspections/audits in order to avoid any duplicity, without disclosing any confidential information unless agreed otherwise.
3. In particular, according to Article 14, paragraph 2 of the FAB CE Agreement, each territorial NSA shall have the right to request direct participation as an observer in any supervisory tasks carried out by the certifying NSA to the extent those tasks are exercised in relation to the provision of the cross border FAB CE service. The territorial NSA shall notify its interest to the certifying NSA at the latest one month prior to the planned date of the activity. The territorial NSA shall bear the costs of its participation.
4. Each territorial NSA shall have the right to request an extraordinary inspection/audit not planned in the national NSA oversight programme. However, such requests shall be duly justified. The certifying NSA shall carry out the inspection/audit in a manner and time agreed with the territorial NSA.

Article 8

Cross Border Safety Oversight and FAB CE Safety-Related Changes to Functional Systems

1. As per Article 6 herein, FAB CE NSAs shall mutually recognise their respective oversight processes of safety related changes to functional systems.
2. With due regard to the mutual recognition of the oversight processes, the FAB CE NSAs agree that:
 - a. In cases of cross border safety-related changes, the certifying NSA of the concerned ANSP shall ensure that the ANSP considers the relevant territorial requirements and hazards while performing risk assessment. On request from the territorial NSA, the certifying NSA shall provide information related to the oversight of the cross border changes to the territorial NSA.
 - b. In cases of safety-related changes at FAB CE level declared by the respective ANSPs, the certifying NSA shall properly notify the NSA CC. The NSA CC shall initiate an oversight coordination process. This process shall be established, organised and implemented by the NSA CC. It shall contain as a minimum the:
 - i. definition of a FAB CE safety related change to functional systems;
 - ii. procedure for the notification, consultation and cooperation of the NSAs involved, thus ensuring proper coordination of this oversight.

SECTION IV INFORMATION

Article 9 Exchange of Information

1. The NSAs shall exchange all information specifically provided for in this Agreement and in its Annex I. Each NSA shall keep this information up-to-date and inform the NSA CC of changes without undue delay.
2. Each NSA shall immediately inform the NSA CC about any change or modification of the legal status of the ANSP(s) under its supervision, any change regarding the amendment or revocation of the certificate(s) of such ANSP(s) and/or the rights, obligations and conditions attached thereto, any penalties or equivalent measures imposed on such ANSP(s) and safety related obligations in the designation acts.
3. The initial information on the NSAs and the scope, details and deadlines for exchange of information under paragraph 2 shall be defined by the NSA CC.
4. In order to ensure effective planning and execution of the NSA CC tasks, each NSA shall notify its annual oversight programme to the NSA CC without undue delay. NSAs shall keep their programmes up-to-date and inform the NSA CC of any changes, if applicable, without undue delay.

Article 10 Data Repository

1. The NSAs shall establish an electronic data repository providing for remote access to all NSAs. If any costs arise with regard to the data repository, the expenses shall be shared equally by all NSAs. Any costs related thereto shall be agreed by all the NSAs.
2. Subject to the NSA CC's terms of reference, the NSA CC shall agree on the arrangements of the data repository, including the identification of the entity responsible for its operation, its duties and information obligations towards the NSAs.

Article 11 NSA Human Resources

1. Subject to the NSA CC's terms of reference, the NSA CC shall maintain the list of technical experts having expertise in different areas pertaining to the supervisory activities of the NSAs, to be nominated by any of the NSAs.
2. Each NSA shall be entitled to utilise the expertise of any listed expert to support its supervisory activities in a manner consistent with its national rules regulating the execution of such activities. The expenses shall be borne by such NSA.

3. Subject to the NSA CC's terms of reference, the NSA CC may produce and update an assessment of the human resources needed to perform the NSAs safety oversight functions, based on the analysis of the processes required by respective EU legislation and its application.

SECTION V MISCELLANEOUS

Article 12 Language Arrangements

1. The working language for all matters related to this Agreement shall be English. All written communication between the NSAs shall be in English. The respective NSAs may mutually agree to keep some of the working documents in national languages.
2. The documents to be provided in English are listed in Annex II to this Agreement. Unless otherwise provided for in paragraph 4 herein, the costs of translation shall be borne by the NSA which has an obligation to submit the document under this Agreement.
3. Each NSA shall have the right to request the submission of any document not listed in Annex II in English, if it is necessary for the proper execution of its rights and obligations under the FAB CE Agreement. The requesting NSA shall bear the costs for such translations.
4. In cases where an NSA participates as an observer in an activity of another NSA, the NSA carrying out the activity shall be obliged to arrange for an English interpreter, unless otherwise mutually agreed. Interested NSA shall bear the expenses of interpretation.
5. In case of direct participation of the territorial NSA in the supervisory and safety oversight activities in accordance with the FAB CE Agreement, the certifying NSA shall be obliged to arrange for an English interpreter, unless otherwise agreed with the territorial NSA. The territorial NSA shall bear the expenses of interpretation.

Article 13 Consultation and Dissemination of Information

1. In case a third party needs a consultation regarding FAB CE matters in connection with this Agreement, such consultation shall be organised by the NSA CC.
2. No party to this Agreement shall disclose or divulge any information classified by any other party as confidential, which it may acquire in connection with this Agreement to any third person without prior written consent of the respective party, unless such information is publicly available.

3. All exchange and dissemination of information shall be made with due care of its sensitivity.
4. The representation of the NSA CC at the international fora is subject to NSA CC's nomination and approval.

Article 14 Final Provisions

1. This Agreement shall enter into force on the twentieth day following the date of signature of the last Contracting Party. On the date this Agreement enters into force, the National Supervisory Authorities Co-operation Agreement concluded in Bratislava on May 30, 2011, shall expire.
2. This Agreement may be amended by mutual written consent of all Contracting Parties.
3. No Contracting Party shall have the right to terminate its participation in this Agreement, except for the case that:
 - a) the FAB CE Agreement has been (i) terminated, (ii) its entire application has been suspended by the Contracting State, which nominated or established the respective NSA, or (iii) the application of its provisions related to the supervision have been suspended by the Contracting State, which nominated or established respective NSA or;
 - b) the Contracting Party ceased to be nominated or established as an NSA.
4. Annexes to this Agreement shall not form its integral part and may be amended from time to time upon the approval of the NSA CC.
5. This Agreement shall be open for accession by public authorities of the Contracting States acting as national supervisory authorities under respective national rules and/or nominated or established as national supervisory authorities in accordance with EU legislation and/or by the Authority acting on their behalf.

In witness whereof, the undersigned, having been duly authorised to sign this Agreement, have examined and agreed to execute this Agreement by signing seven copies of this Agreement.

Done at Bratislava this 9th day of November 2016 in seven counterparts in the English language.

For Federal Ministry for Transport,
Innovation and Technology,
Civil Aviation Authority of Austria
Director ANS and Safety



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Franz NIRSCHL

For Bosnia and Herzegovina
Directorate of Civil Aviation
Deputy Director



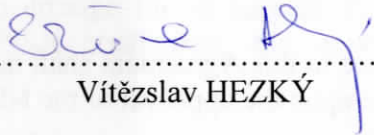
.....
Marinko ŠIMUNOVIĆ

For Croatian Civil Aviation Agency
Director



.....
Ante LAŽETA

For Civil Aviation Authority
of the Czech Republic
Aeronautical Operations Division Director



.....
Vítězslav HEZKÝ

For the National Transport Authority, Aviation
Authority, Hungary
Head of Aviation Authority



for
András FARKAS

For Transport Authority, Slovak Republic
Chairman



.....
Ján BREJA

For Civil Aviation Agency
of the Republic of Slovenia
Director



.....
Rok MAROLT

Annexes

Annex I:
Information

- (i) list of authorities nominated as NSAs;
- (ii) list of contact persons for selected areas of cooperation per each NSA;
- (iii) list of qualified entities contracted by each NSA and specification of delegated activities;
- (iv) changes to the pool of experts (lists of technical experts and HR Assessment report);
- (v) list of ANSPs under respective NSA supervision;
- (vi) FAB CE Performance Plan.

Annex II:
Language Arrangements

The following documents shall be made available in English:

- i. Rules and procedures under Article 4 of the Agreement;
 - ii. Part of the national annual oversight programme relevant to this agreement.
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