

**DANUBE FUNCTIONAL AIRSPACE BLOCK
ANSP COOPERATION AGREEMENT
BETWEEN
BULGARIAN AIR TRAFFIC SERVICES AUTHORITY
AND THE
ROMANIAN AIR TRAFFIC SERVICES ADMINISTRATION**

Preamble

R.A. ROMATSA - ROMANIAN AIR TRAFFIC SERVICES ADMINISTRATION having its headquarters at 10, Ion Ionescu de la Brad Street, 013813 - Bucharest, Romania, Romanian sole registration number R 1589932, represented by Mr. Aleodor Francu as Director General, hereinafter referred to as **ROMATSA**

THE STATE ENTERPRISE “AIR TRAFFIC SERVICES AUTHORITY”, 1 Brussels Blvd, 1540 Sofia, Bulgaria, Uniform Identification Code No. 000697179, registered by the Sofia City Court Commercial Register under a Company Case No. 5515/2001, represented by Mr. Diyan Dinev as Director General, hereinafter referred to as **BULATSA**

ROMATSA and **BULATSA** are jointly referred to hereinafter as **the ANSPs**,

Desiring to conclude a Cooperation Agreement in conformity with the Regulations on the Single European Sky of the European Union and the relevant implementing rules, and with the provision of Art. 14 of the Agreement on the Establishment of the DANUBE Functional Airspace Block between Romania and the Republic of Bulgaria (the State Agreement) for the purpose of achieving optimal level of cooperation within the DANUBE FAB,

With a view to achieving optimum capacity, flight efficiency and cost efficiency of the air traffic management network and the ANS provided in the airspace of Romania and of the Republic of Bulgaria, while maintaining a high level of safety, regardless of existing boundaries,

With a view to achieving sustainable development, ANS performance-driven provision, overall environmental protection, and a safety culture environment reflecting the concept of “Just Culture”,

With a view to ensure, through close cooperation between the ANSPs the fulfilment of the needs of civil and military air traffic in this area,

have agreed as follows:

CHAPTER I GENERAL PROVISIONS

ARTICLE 1 DEFINITIONS

Unless otherwise stated, the terms used in the present Agreement shall have the same meaning attributed to them in the European Union Legislation on the Single European Sky and the Convention on International Civil Aviation, signed in Chicago on 7 December 1944. In addition, the following definitions shall apply:

- a) "Agreement" shall mean the present Agreement and any amendment to it;
- b) "DANUBE FAB" shall mean the Functional Airspace Block established by the State Agreement;
- c) "DANUBE FAB airspace" shall mean the airspace as defined in Article 1(c) of the State Agreement;
- d) "National Supervisory Authority (NSA)" shall mean a body or bodies nominated by each State as defined in Regulation (EC) No 549/2004 of the European Parliament and of the Council of 10 March 2004 laying down the framework for the creation of the Single European Sky (SES) (the Framework Regulation) and its amendments;
- e) "State authorities on transport and defence" shall mean in the case of Romania – the Ministry of Transport and Infrastructure and the Ministry of National Defence, while in the case of the Republic of Bulgaria – the Ministry of Transport, Information Technology and Communications and the Ministry of Defence, or, in both cases, any person or body that may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
- f) "Cross Border Sector" shall mean a volume of airspace where cross-border services are provided as defined in the Framework Regulation.
- g) "EUROCONTROL" shall mean the European Organisation for the Safety of Air Navigation;
- h) "ICAO" shall mean the International Civil Aviation Organisation;
- i) "Flight Information Region (FIR)" shall mean an airspace of defined dimensions within which flight information services and alerting services are provided;
- j) General Air Traffic (GAT) encompasses all flights conducted in accordance with the rules and procedures of ICAO;
- k) "Meteorological Watch Office" shall mean an office designated to provide meteorological service for air traffic services responsible for an FIR or a control area, as defined by Annex 3 to the Chicago Convention;
- l) The DANUBE FAB Governing Council (the Governing Council) is a DANUBE FAB governing body established in accordance with the provisions of Article 10 of the State Agreement;
- m) The DANUBE FAB NSA Board (the NSA Board) is a DANUBE FAB governing body established in accordance with the provisions of Article 11 of the State Agreement.

ARTICLE 2

SUBJECT, OBJECTIVE AND APPLICABILITY OF THE AGREEMENT

2.1 By this present Agreement, the ANSPs are aiming to achieve the DANUBE FAB objective as defined in Article 4 of the State Agreement, by fulfilling the ANSP cooperation requirements laid out in the State Agreement.

2.2 This Agreement sets up the framework within which the ANSPs shall cooperate in the provision of Air Navigation Services (ANS) to GAT within the DANUBE FAB airspace.

2.3 The objective of the cooperation within the DANUBE FAB shall be the optimal provision of ANS in order to achieve sustainable development through continuous improvement in safety, environmental protection, capacity, cost-efficiency, civil–military cooperation.

2.4 The ANSPs shall ensure the provision of the following air navigation services within the DANUBE FAB, as defined in Article 13 from the State Agreement:

- a) air traffic services (ATS);
- b) communication, navigation and surveillance (CNS) services;
- c) aeronautical information services (AIS) / aeronautical information management (AIM);
- d) meteorological services.

ARTICLE 3

LIMITS OF COOPERATION

This Agreement shall not prejudice or limit the ANSPs providing services in the DANUBE FAB to engage in further cooperation in order to fulfil the objective of the DANUBE FAB as defined in Article 4 of the State Agreement.

ARTICLE 4

DOMAINS OF COOPERATION

For achieving the objective of the DANUBE FAB the ANSPs commit to cooperate in the following domains:

- a) Safety;
- b) Airspace Management and Design;
- c) Harmonisation of Rules and Procedures;
- d) ANS Provision;
- e) Charging for Services Provision;
- f) Performance;
- g) Search and Rescue;
- h) Accident and incident investigation;
- i) Consultation of stakeholders;
- j) ANS Contingency;
- k) Civil–Military Cooperation;
- l) Human Resources Management;
- m) Training;

- n) Security Management;
- o) Joint Procurement;
- p) Quality and Environmental Management;
- q) Social Dialogue.

CHAPTER II

DANUBE FAB ANSP BOARD

ARTICLE 5

GENERAL PROVISIONS

5.1 The ANSPs are hereby establishing the DANUBE FAB ANSP Board (hereinafter referred to as The ANSP Board) in order to achieve the objective of the State Agreement in regard to the provision of ANS and to ensure the necessary cooperation mechanisms are in place for the fulfilment of the tasks defined in Article 12 of the State Agreement.

5.2 The ANSP Board shall ensure the achievement of the DANUBE FAB objectives through cooperation between the ANSPs for the provision of air navigation services and the fulfilment of the provisions of this Agreement.

5.3 The ANSP Board shall be composed of the heads of the ANSPs and other management level members that heads of the ANSPs may decide upon.

5.4 The heads of the ANSPs shall co-chair and may respectively appoint other employees of the ANSPs as members of the ANSP Board.

5.5 Representatives of the State authorities on transport and defence and of the NSAs may be invited, as necessary, to attend the ANSP Board meetings as observers.

5.6 The ANSP Board shall conduct regular sessions at least twice per calendar year as well as where co-operation matters require special sessions to be convened.

5.7 The ANSP Board shall perform its tasks in accordance with the DANUBE FAB Strategic Program and Annual Plans as endorsed by the State authorities on transport and defence of the Parties under the State Agreement.

5.8 The ANSP Board shall take decisions, and issue reports and opinions, as the case may be, adopted unanimously with each ANSP having a single vote.

5.9. Unless otherwise provided, the decisions of the ANSP Board shall be binding on the ANSPs.

5.10 For matters requiring immediate or urgent response and decision making, the ANSP Board and its supporting bodies may conclude decisions by correspondence.

5.11 The decisions of the ANSP Board shall be taken in an impartial, objective and transparent manner and shall be without prejudice to the rights and obligations of the ANSPs at national level.

5.12 The ANSP Board may require the ANSPs to report on the implementation of the ANSP Board decisions.

5.13 The ANSP Board shall define and adopt its own Rules of Procedure for its work and notify the Governing Council accordingly, not later than 90 days from the entry into force of this Agreement.

ARTICLE 6

SUPPORTING BODIES

6.1 In order to fulfil its tasks, the ANSP Board shall be supported by the Strategies and Planning Standing Committee (SAPSC).

6.2 In order to fulfil its tasks, the SAPSC shall be supported by the following Standing Committees:

- a) Operations Standing Committee (OSC);
- b) Safety, Quality, Security and Environment Standing Committee (SQSESC);

6.3 Other committees and supporting bodies may be established on an ad-hoc basis, in accordance with the Rules of Procedure of the ANSP Board.

6.4 The Standing Committees and the other supporting bodies shall be composed, as the case may be, of experts nominated by the ANSPs.

6.5.1 The Standing Committees and the other supporting bodies shall nominate co-chairs among their members – one co-chair from each ANSP.

6.5.2 The SAPSC shall be co-chaired by the operational senior expert members.

6.6 The Standing Committees shall develop their own Rules of Procedure for their work not later than 90 days from the entry into force of this Agreement.

6.6.1 The Rules of Procedure of the SAPSC shall be approved by the ANSP Board.

6.6.2 The Rules of Procedure of the OSC and SQSESC shall be approved by the SAPSC.

6.7 For performance of tasks of competence of more than one Standing Committee, the responsible Standing Committee may invite members of other Standing Committees or supporting bodies.

6.8 The SAPSC shall *inter alia* provide the necessary senior expert support to the ANSP Board for all DANUBE FAB cooperation domains including:

- a) strategic planning;
- b) ensuring implementation of strategic tasks;
- c) ensuring identification and assessment of new initiatives;
- d) performance of coordination and reporting tasks;
- e) assignment of activities to the OSC, SQSESC, other Committees and supporting bodies;
- f) social dialogue and the optimal use of human resources.

6.9 The SAPSC shall be composed of members with the necessary senior level of expertise in all relevant domains, including, but not limited to: safety, operational, technical, legal and procurement, financial, performance, human resources and training.

6.10.1 Any communication to the ANSP Board shall be channelled through the SAPSC.

6.10.2 For safety related issues, the SAPSC safety experts may directly approach the ANSP Board.

6.11 The OSC shall *inter alia* provide the necessary technical and operational expert and specialist support to the SAPSC for the performance of its activities including:

- a) implementation of the strategic plans;
- b) identification and proposal of new initiatives;
- c) ensuring the necessary working interface with the operational environment.

6.12.1 The SQSESC shall *inter alia* provide the necessary expert and specialist support to the SAPSC for the performance of its activities related to the safety, quality, security and environmental domains, including:

- a) implementation and the development of the safety, quality, security and environmental management systems, programs and plans;
- b) identification and proposal of new initiatives, as the case may be;
- c) ensuring the necessary working interface with the operational environment.

6.12.2 The SQSESC safety experts may report to the relevant SAPSC safety experts, any safety related issues requiring immediate attention of the ANSP Board.

6.13 For the performance of its administrative functions the SAPSC shall be supported by an Administrative Cell.

6.14 As assigned by the SAPSC, the Administrative Cell shall provide the necessary administrative interface between the Standing Committees and other supporting bodies.

ARTICLE 7

SUPPORT TO THE DANUBE FAB GOVERNING BODIES

7.1 When approached, the ANSP Board shall provide assistance to the Governing Council by providing reports, opinions and consultations.

7.2 Without prejudice to the representing powers of the Governing Council at DANUBE FAB level, the ANSP Board shall be the principal representing body of the ANSPs.

7.3 The ANSP Board shall represent the ANSPs in the relations with the DANUBE FAB Governing Bodies, other functional airspace blocks, third parties, and in all cases where representation or coordination at ANSP level is needed.

ARTICLE 8 MODIFICATION OF THE DANUBE FAB

The ANSP Board shall be responsible for managing, at ANSP level, any required actions stemming from modification of the DANUBE FAB, carried out in accordance with Article 32 of the State Agreement.

CHAPTER III COOPERATION IN THE SAFETY, QUALITY, SECURITY AND ENVIROMENTAL PROTECTION DOMAINS

ARTICLE 9 SAFETY

9.1. In order to maintain a high and uniform level of safety within the DANUBE FAB, the ANSPs shall commit to cooperate and take the appropriate measures to ensure enhanced cooperation for safety management.

9.2 The ANSPs shall inter alia jointly ensure through the SQSESC:

- a) development and update of DANUBE FAB Common Safety Policy;
- b) establishment of safety management and coordination arrangements in DANUBE FAB;
- c) establishment of a common Generic Safety Management Manual with due consideration to safety occurrence reporting and investigation procedures, especially in case of cross-border service provision, as well as risk assessment procedures;
- d) establishment of DANUBE FAB Safety case maintenance arrangements;
- e) improved sharing of safety information;
- f) implementation of a common set of DANUBE FAB safety performance indicators;
- g) safety culture measurement and improvement;
- h) development of DANUBE FAB safety targets;
- i) coordinated adoption of best practices.

ARTICLE 10 COMMON SAFETY POLICY AND SAFETY CASE

10.1 The SQSESC shall propose the DANUBE FAB Common Safety Policy and Safety Case for adoption by the ANSP Board.

10.2 Upon adoption, the ANSP Board shall propose the DANUBE FAB Common Safety Policy and Safety Case for endorsement by the NSA Board.

10.3 Upon endorsement by the NSA Board, the DANUBE FAB Common Safety Policy and Safety Case shall be presented for approval by the DANUBE FAB Governing Council.

ARTICLE 11

QUALITY, SECURITY AND ENVIRONMENTAL MANAGEMENT

11.1 The ANSPs shall cooperate in the area of quality, security and environmental management, ensuring *inter alia*:

- a) development of FAB quality and environmental targets and policy, consistent with EU-wide and ANSP level targets and policies;
- b) harmonization of quality, security and environmental management systems;
- c) harmonized setting-up of quality, security and environmental targets;
- d) adoption of best practices from internal and external audits and reviews of the management systems;
- e) monitoring of management systems maturity and continual improvement;
- f) awareness training, assessment and monitoring capacity building;
- g) joint participation in international fora and meetings with customers.

11.2 The cooperation under this Article shall be implemented by the SQSESC.

CHAPTER IV

AIR TRAFFIC MANAGEMENT COOPERATION

ARTICLE 12

SCOPE OF COOPERATION

12.1 The ANSPs shall cooperate to ensure collaborative airspace design and management, harmonised air traffic services provision and coordination in air traffic flow and capacity management.

12.2 The ANSP Board, supported by SAPSC, shall in particular:

- a) provide input for the development of the DANUBE FAB Common Airspace Policy;
- b) consider issues related to coordination with the Network Manager;
- c) conduct consultation with the airspace users;
- d) employ the necessary joint process for proposing the establishment of cross-border sectors;
- e) endorse the DANUBE FAB Concept of Operations;
- f) continuously harmonize rules and procedures.

ARTICLE 13

DANUBE FAB CONCEPT OF OPERATIONS

13.1 The DANUBE FAB Concept of Operations (ConOps) shall represent an essential reference for the DANUBE FAB operations in terms of identification of functions and processes, their corresponding interconnections and information flows, the actors concerned and their roles and responsibilities.

13.2 The ConOps shall ensure the cooperation among the DANUBE FAB stakeholders for all essential matters related to the DANUBE FAB operational environment and associated operational improvements planned up to a certain reference period.

13.3 The ConOps shall be developed by the OSC and endorsed by the ANSP Board after the approval by the SAPSC.

13.4 For drafting of amendments of the ConOps concerning national airspace modification and cross border service provision, the involvement of representatives of the relevant national military authorities shall be sought.

13.5 The ANSP Board shall propose the ConOps for adoption by the Governing Council.

13.6 The ConOps shall be implemented by the OSC.

ARTICLE 14 ESTABLISHMENT OF CROSS-BORDER SECTORS

14.1 Based on operational needs as identified by the OSC, the SAPSC may assess and propose for approval by the ANSP Board the establishment of cross-border sector(s) within the DANUBE FAB airspace.

14.2 Upon approval, the ANSP Board shall make proposals for the decision for establishment of cross-border sector(s) for endorsement by the NSA Board.

14.3 Upon endorsement by the NSA Board, the ANSP Board shall propose the decision for establishment of cross-border sector(s) for adoption by the DANUBE FAB Governing Council.

14.4 The SAPSC shall draft the specific written arrangements between the ANSPs for provision of ANS within the cross-border sector(s).

14.5 The draft specific written arrangements shall be proposed to the ANSP Board for approval after consultation with the other Standing Committees.

14.6 After obtaining the endorsement of the NSA Board, the ANSP Board shall initiate the signature of the specific written arrangements by the respective ANSPs.

14.7 The SAPSC may propose amendments to or revocation of the adopted decisions for establishment of cross-border sector(s) or the specific written arrangements between the ANSPs. The procedure under this article shall be applicable also to the amendments and revocations.

ARTICLE 15

COOPERATION FOR AERONAUTICAL INFORMATION SERVICES

15.1 The ANSPs shall cooperate for the harmonisation of the provision of AIS services based on ICAO Annex 15 requirements, as well as on the best practices in the domain. Specific requirements from other international organisations (EUROCONTROL, EASA, etc.) shall be also considered.

15.2 The ANSPs shall cooperate for the harmonisation of AIS products, procedures and working methods. The cooperation shall include but not be limited to the DANUBE FAB Contingency Plan for NOTAM.

15.3 The envisaged aeronautical information services supporting DANUBE FAB operations shall be also defined in the DANUBE FAB Concept of Operations, as an important factor which contributes to the achievement of the DANUBE FAB safety, capacity, efficiency and environmental targets.

15.4 The cooperation under this Article shall be implemented by the OSC.

ARTICLE 16

COOPERATION FOR AERONAUTICAL METEOROLOGICAL SERVICES

16.1 The ANSPs shall cooperate for the harmonization of the provision of meteorological services based on the ICAO Annex 3 standards and recommended practices, as well as on the best practices in the domain.

16.2 Any specific meteorological requirements from other international organisations, such as EUROCONTROL, World Meteorological Organisation and EASA, shall be also considered.

16.3 The envisaged aeronautical meteorological services supporting DANUBE FAB operations shall be defined in the ConOps, as an important factor, which contributes to the achievement of the DANUBE FAB safety, capacity, efficiency and environmental targets.

16.4 With respect to the harmonization of the aeronautical meteorological services for the DANUBE FAB, the ConOps shall cover in particular, but not limited to the actions and coordination procedures between the ANSPs, the following:

- a) Operational activities related to meteorological products and services;
- b) Technical requirements for meteorological services provision regarding the applicability of international standards and recommended practices;
- c) Contingency aspects, in particular those related to the access, processing and distribution of the meteorological information to the users;
- d) Measures for improvement of the quality of meteorological products/services and the applicable procedures;
- e) Measures for increasing efficiency and effectiveness of meteorological activities;
- f) Requirements for meteorological staff regarding services provision;
- g) Coordination of activities and responsibilities of the Meteorological Watch Offices.

16.5 Further arrangements in this domain may be agreed between the parties.

CHAPTER V COOPERATION IN THE TECHNICAL DOMAIN

ARTICLE 17 COMMON SYSTEMS AND INFRASTRUCTURE

17.1 Aiming for optimal resources utilization and based on operational and technical needs, the OSC may propose to the SAPSC the development of common or harmonized systems and the deployment of cost-efficient infrastructure for the provision of CNS and if required be supported by a cost-benefit analysis.

17.2 Upon assessment and endorsement, the SAPSC shall propose to the ANSP Board for the approval of the development of common or harmonized systems and the deployment of cost-efficient infrastructure.

17.3 If necessary, the SAPSC shall provide strategic guidance to the OSC for the development of the respective systems or infrastructure.

17.4 The procedure under this Article shall also be applicable for the optimisation of infrastructure and its maintenance, existing prior to the entry into force of this Agreement.

17.5 The OSC shall update the DANUBE FAB Target Architecture, to reflect the operational improvements needed to successfully implement the DANUBE FAB ConOps and propose it for adoption by the SAPSC.

17.6 The SAPSC shall update the DANUBE FAB Strategic and Harmonisation plan for CNS Assets in line with the ConOps and applicable operational improvements and enablers described in the European ATM Master Plan and propose it for adoption by the ANSP Board.

17.7 For enabling the adopted DANUBE FAB Target Architecture the ANSPs shall establish the technical requirements for changes to be implemented in the current systems and propose them for approval by the ANSP Board.

17.8 The ANSPs shall ensure the implementation of the approved necessary system changes and shall prepare and support the transition to the new architecture.

CHAPTER VI DANUBE FAB CHARGING POLICY

ARTICLE 18 COMMON CHARGING POLICY AND ENFORCED RECOVERY MEASURES

18.1 The SAPSC may draft DANUBE FAB Common Charging Policies and propose them for adoption by the ANSP Board.

18.2 Upon adoption and after consultation with the NSA Board, the ANSP Board shall propose the DANUBE FAB Common Charging Policies for approval by the Governing Council.

18.3 The SAPSC may propose to the ANSP Board, the joint application of enforced recovery measures against aircraft operators or aircraft owners who have not paid the due charges for ANS rendered in the DANUBE FAB airspace.

18.4 The application of the enforced recovery measures shall be effective immediately upon the decision of the ANSP Board unless approved otherwise.

18.5 The revocation of the enforced recovery measures shall apply by decision of the ANSP Board upon notification by the SAPSC that the reasons for the application of the enforced recovery measures are no longer applicable.

18.6 The parties shall harmonize, to as much extent possible, their existing rules and procedures for the application of the enforced recovery measures within the DANUBE FAB Airspace.

CHAPTER VII OTHER DOMAINS OF COOPERATION

ARTICLE 19 CIVIL-MILITARY COOPERATION

19.1 The ANSPs shall endeavour to establish a legal framework of cooperation at national and DANUBE FAB level ensuring that the necessary agreements and harmonized procedures are in place between the ANSPs and the respective military authorities.

19.2 The civil-military legal cooperation framework shall aim for achieving efficient and consistent application of the flexible use of airspace concept, taking into account both civil and military requirements and the existing international, regional and bilateral agreements.

ARTICLE 20 HARMONISATION OF RULES AND PROCEDURES

20.1 When approached by the State authorities on defence and transport in accordance with Article 8 of the State Agreement, the ANSP Board may provide proposals and consultations on draft national rules and procedures for GAT and civil-military coordination within the DANUBE FAB.

20.2 When considered necessary, the ANSPs shall aim to harmonise the existing and/or develop new common internal rules and procedures for the respective domains of cooperation within the DANUBE FAB.

20.3 The harmonized rules and procedures shall be further developed by the SAPSC with the support of the other standing committees and supporting bodies in accordance with the specific area of expertise.

20.4 The harmonized rules and procedures shall be submitted for adoption by the ANSP Board.

20.5 The harmonized rules and procedures approved by the ANSP Board shall be enforced by the respective ANSPs in accordance with their respective internal regulations.

ARTICLE 21 PERFORMANCE

When approached by the Governing Council or the respective national authorities of the Republic of Bulgaria and Romania, the ANSP Board shall ensure the necessary measures to ensure the quality, validation and timely transmission of the data for the development of the national / DANUBE FAB performance plans by the NSAs, the necessary information in relation to the SES performance scheme for ANS and network functions.

ARTICLE 22 TRAINING

22.1 The ANSPs are committed to harmonize staff training and staff selection activities.

22.2 The SAPSC shall develop and update a DANUBE FAB Common Training Policy and propose it for adoption by the ANSP Board.

22.3 The DANUBE FAB Common Training Policy will describe the common approach to be considered regarding ANSPs staff in terms of general selection requirements and training system.

22.4 The application of the adopted DANUBE FAB Common Training Policy shall be monitored by the OSC.

22.5 Regarding operational staff, the ICAO Annexes and European Regulations in relation to competence and licensing will be applied.

ARTICLE 23 JOINT PROCUREMENT

23.1 With the intention of enhancing cooperation and further improving the capacity and efficiency of the DANUBE FAB, the ANSPs may conduct joint procurement in accordance with Article 22 of the State Agreement.

23.2 For the purpose of proper planning and management of the joint procurement process, the SAPSC shall take into consideration the DANUBE FAB Strategic Program and Annual Plan.

23.3 Any joint procurement documentation shall be developed by the ANSP considered as Contracting Authority in accordance with the selected applicable national public procurement regime and in consultation with the other ANSP.

23.4 The Contracting Authority shall take into account and reflect all opinions and/or recommendations of the SAPSC in accordance with the subject of the procurement.

23.5 The ANSPs shall enjoy equal rights and obligations during the development of any joint procurement action.

ARTICLE 24 HUMAN RESOURCES POLICY

24.1 With a view to performance increase and positive social consequences, the ANSPs shall commit to cooperate in the human resources domain, ensuring that the human resources requirements set out by the SES legislation are met.

24.2 The parties shall commit to harmonize their human resources management systems in accordance with the ROMATSA – BULATSA Statement on Human Resources Policy, ensuring inter alia the following strategic objectives:

- a) recruitment of the best available candidates for all vacant positions;
- b) selection of highly qualified staff through open competition;
- c) continuous development of the skills and knowledge of the staff through appropriate training.

24.3 The SAPSC shall manage the human resources domain issues and may propose any necessary actions or documents for adoption by the ANSP Board.

ARTICLE 25 SOCIAL CONSULTATION PROCESS

25.1 The ANSP Board shall maintain a mechanism for consultation of the staff of the ANSPs, specifically the DANUBE FAB Social Consultation Forum (SCF), established and operating as per its Terms of Reference and Rules of Procedure.

25.2 The SAPSC shall update the existing SCF Terms of Reference and Rules of Procedure and provide them for approval by the ANSP Board, no later than 90 days from the entry into force of this Agreement.

ARTICLE 26 JOINT UNDERTAKINGS

26.1 For enhancing cooperation, the SAPSC may propose to the ANSP Board the establishment of common entities with or without legal personality.

26.2 No third parties shall be able to acquire shares or stock, or assets in the jointly established entities.

26.3 Any proposal for establishment of a common entity shall be carried out by submission of a detailed report proving that the establishment of such entity enhances the overall added value of the DANUBE FAB.

26.4 The decision for approval of the establishment of a common entity, supported by all relevant documentation shall be submitted to the Governing Council for carrying out the procedures under Article 21 of the State Agreement.

CHAPTER VIII OTHER PROVISIONS

ARTICLE 27 SETTLEMENT OF DISPUTES

27.1 Any dispute arising between the ANSPs relating to the interpretation, application or performance of the Agreement, including its existence, validity, suspension or termination, shall be resolved by mutual amicable agreement.

27.2 The ANSP Board may approach the SAPSC for expert opinions in case of dispute.

27.3 Should the ANSP Board fail to reach agreement on a certain issue within one month period, the ANSP Board will bring the issue to the attention of the Governing Council for resolution in accordance with the provisions set out in the State Agreement.

27.4 Any dispute arising between the ANSPs relating to the interpretation, application or performance of commercial agreements concluded between the ANSPs, shall be resolved in accordance with the provisions of the Agreement between the ANSPs.

27.5 For the purpose of interpretation and application of this Agreement, should any discrepancy or major terminological difference occur between the European legislation and the ICAO rules or other documents, the provisions of the European Legislation shall prevail.

ARTICLE 28 AMENDMENT OF THE AGREEMENT

28.1 The modification of the DANUBE FAB pursuant to Articles 32.2 and 36.1 of the State Agreement shall entail a modification of the present agreement.

28.2 Any of the ANSPs may approach the ANSP Board with a request for amendment of this Agreement.

28.3 The ANSP Board shall approach the SAPSC for assessment and recommendations on the received proposal.

28.4 Upon obtaining the approval of the ANSP Board the ANSPs may amend this Agreement.

28.5 The ANSPs shall inform the ANSP Board for the completion of the amendment procedures in order for the ANSP Board to carry its obligation for informing the DANUBE FAB Governing Council and the NSA Board under Articles 12.5(f) and 14.3 of the State Agreement.

28.6 Unless agreed otherwise the amendments to this Agreement shall come into force as of the day following the day of their signature by both ANSPs.

ARTICLE 29 SUSPENSION OF THE AGREEMENT

The application of the present agreement shall be suspended during the periods of suspension of the DANUBE FAB State Agreement.

ARTICLE 30 TERMINATION

The present Agreement shall be terminated in the following cases:

- a) upon termination of the DANUBE FAB State Agreement;
- b) upon amendment of the Joint Designation Act revoking the designation of any of the ANSPs.

ARTICLE 31 COMMUNICATION

All communications and written information exchanged between the parties in relation with the DANUBE FAB shall be in English.

ARTICLE 32 ENTRY INTO FORCE AND TERM OF APLICABILITY

32.1 The Agreement shall enter into force on the day of the entry into force of the DANUBE FAB State Agreement.

32.2 The Agreement shall not be time-restricted.

CHAPTER IX TRANSITIONAL PROVISIONS

1. The documents developed, during the development of the DANUBE FAB Project, shall be considered adopted with the entry into force of this Agreement.

2. Not later than ninety days following the entry into force of this Agreement, the respective Standing Committees responsible for the development of documents under paragraph 1 shall propose amendments if necessary.

3. Unless a specific term is provided in the Agreement, the documents envisaged herein shall be adopted by the competent bodies not later than ninety days following the entry into force of the Agreement.

IN WITNESS WHEREOF the undersigned have signed this Agreement in duplicate in the Bulgarian, Romanian and English languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.