

National Supervisory Authorities Cooperation Agreement

within DANUBE FAB

between

**THE ROMANIAN CIVIL AERONAUTICAL AUTHORITY (RCAA) AND THE
DIRECTORATE GENERAL FOR TRANSPORT AND INFRASTRUCTURE –
DIRECTORATE FOR AVIATION SECURITY, MINISTRY OF TRANSPORT of
ROMANIA (MT/ DGTI-DAS)**

AND

**THE DIRECTORATE GENERAL “CIVIL AVIATION ADMINISTRATION” OF THE
REPUBLIC OF BULGARIA**

as National Supervisory Authorities of both States (hereinafter referred to as the Parties to this Agreement)

PREAMBLE

- (1) **Whereas** Romania and the Republic of Bulgaria are Member States of the European Union as well as members of the International Civil Aviation Organisation (ICAO) and of EUROCONTROL;
- (2) **Considering** Article 23 of the Agreement on the establishment of the DANUBE Functional Airspace Block between Romania and the Republic of Bulgaria that requires the national supervisory authorities to cooperate on ATM/ANS related supervision issues and on the harmonization of specific applicable rules and procedures within the DANUBE FAB;
- (3) **Considering** the Regulations on the Single European Sky (SES) of the European Parliament and the Council and the relevant implementing rules, for the purpose of NSA cooperation in the DANUBE Functional Airspace Block;
- (4) **Whereas**, in general, the NSA has a duty to ensure the appropriate supervision of the application of these Regulations, including implementing rules;
- (5) **Whereas** the Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single European sky, as amended by Regulation (EC) No 1070/2009 (Service Provision Regulation) provides for, *inter alia*, the certification of air navigation service providers (ANSPs) by the NSAs, the joint designation of Air Traffic Service Providers (ATSPs) within a FAB and, if it is the case, of Meteorological (MET) Service Providers by the States as well as the on-going oversight of all ANSPs that provide services for general air traffic (GAT) in the airspace falling under the responsibility of the State that nominated the NSA;
- (6) **Whereas** the Service Provision Regulation also provides for the establishment of functional airspace blocks (FABs) and lays down certain requirements with regard to supervision of ANSP(s) that must be met by all the Member States and/or by all the NSAs involved in a FAB, including specific task for NSAs to make appropriate arrangements for close co-operation for the supervision of ANSPs providing cross border services, for exchange of best practices and mutual recognition of particular supervisory tasks;

(7) **Whereas** the Parties to this Agreement have been notified to the European Commission as National Supervisory Authorities in accordance with Article 4 of the 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, as amended by Regulation (EC) No 1070/2009 (Framework Regulation);

The parties have agreed as follows:

1. DEFINITIONS

1.1. Unless otherwise stated, the terms used in the present Agreement shall have the same meaning attributed to them as in the European Union Legislation, in particular the Single European Sky (especially Regulations 549/2004, 550/2004, 551/2004 and 552/2004, as amended) and EASA Regulations, in force, the Convention on International Civil Aviation, signed at Chicago on 7 December 1944 and the DANUBE FAB State Level Agreement and their implementing rules, as variously amended after the entry into force of the Agreement.

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

1.3. In addition to 1.1 and 1.2 the following definitions shall apply:

- a) **“Agreement”** means the present Agreement, and any amendment to it;
- b) **“audit”** means systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled;
- c) **“certifying NSA”** means the national supervisory authority that issues certificates in any form complying with applicable rules and procedures, which confirm that an air navigation service provider meets the requirements for providing specific service;
- d) **“corrective action”** means action to eliminate the cause of a detected non-conformity;
- e) **“DANUBE FAB Agreement”** means the Agreement on the establishment of the DANUBE FUNCTIONAL AIRSPACE BLOCK between Romania and the Republic of Bulgaria, concluded on 12 December 2011;
- f) **“DANUBE FAB Governing Council”** means a body established under Article 9.1 a) of the DANUBE FAB Agreement;
- g) **“DANUBE FAB NSA Board”** means a body established under Article 9.1 b) of the DANUBE FAB Agreement;
- h) **“finding”** means the results of a conducted audit and/ or inspection;
- i) **“force majeure”** means and includes any event or circumstance which is unpredictable and beyond the control of the parties to this Agreement including but not limited to, epidemic, flood, explosion, fire, riot, lightening, earthquake, civil disturbance, war, strike, government

or the acts of any entity exercising powers as a government, public or local authority, ordinance or administrative measures made by a government or any authority entitled to exercise the powers of a government;

j) **“inspection”** means the activities and tasks, including on site surveys, carried out by the NSA for the purpose of verifying and monitoring the application, by air navigation service providers, of the safety regulatory requirements and/or of the other applicable requirements included in regulations and their implementing rules;

k) **„results of supervisory tasks”** means any results of such tasks, including findings of non-compliance;

l) **„supervision“** means all inspections, audits, surveys, data collections, monitoring, reporting and similar tasks in accordance with EU regulations on NSA tasks relating to the certification and continuous oversight of air traffic management and air navigation services.

2. OBJECTIVES AND APPLICABILITY

2.1. The objectives of this Agreement are to:

- a) establish and govern the cooperation between the NSAs of Romania and the Republic of Bulgaria in the framework of the DANUBE FAB;
- b) facilitate the harmonization of the respective parties rules and procedures;
- c) facilitate the mutual recognition of the supervisory tasks carried out by the NSAs.

2.2. This Agreement covers the airspace as defined in the DANUBE FAB Agreement.

2.3. This Agreement does not affect search and rescue operations or military operations.

3. GENERAL PRINCIPLES

The cooperation between the NSAs shall be governed by the following principles:

- a) the cooperation shall be without prejudice to state sovereignty;
- b) mutual recognition of supervisory tasks of their counterparts and the results of these tasks;
- c) effective exchange of information as well as full consultation and co-ordination are ensured in relation with all the NSAs' tasks;
- d) the sufficient commitment and factual input of all participating NSAs is ensured in the framework of safety oversight processes;
- e) all NSAs shall participate in order to achieve commonly agreed positions with regard to issues of common interest;
- f) swift and timely decision-making in case of situations that require immediate action in the interest of safety is ensured;
- g) decisions relating to supervisory tasks will, if necessary, be enforced effectively.

4. AREAS FOR COOPERATION

The cooperation of the NSAs covers in particular and in so far as appropriate:

- a) the supervision of air navigation services providers, in particular those providing cross-borders services;
- b) the oversight of ATM/ANS;
- c) the assessment and endorsement of the DANUBE FAB common safety policy and its submission to DANUBE FAB Governing Council for approval;
- d) the coordination with the Network Manager;
- e) the consultation of the stakeholders, jointly if necessary;
- f) the establishment of a consultation mechanism for regular identification and elimination of differences amongst those rules and regulations having an impact on the DANUBE FAB;
- g) the achievement of a formal coordination and interface forum between the NSAs involved in the ongoing compliance of the ANSPs and related matters as well as in the fulfillment of tasks related to the supervision processes within DANUBE FAB;
- h) the establishment of a consultation mechanism for harmonization and minimization of inconsistencies in the implementation of the ICAO standards and recommended practices, as well as of the ICAO Regional Air Navigation Plan and other agreements;
- i) the establishment of a common line for preparation of international meetings on FAB matters, including development of a regional performance scheme, where the NSAs act on behalf of their States, so that the needs of the States involved are adequately represented;
- j) the establishment of a process for regular identification and elimination of differences amongst the rules and regulations applicable for the certification and on-going oversight of training organizations as well as personnel licensing and training;
- k) the supervision with regard to the interoperability of European Air Traffic Management Network (EATMN) systems and associated procedures;
- l) the review and advice on the acceptance of safety related changes by air navigation service providers in case two or more of the NSAs are concerned;
- m) the harmonization of respective parties rules and procedures;
- n) the preparation of the Annual Plan and the Reports on the implementation of the SES legislation.

5. RULES AND PROCEDURES

5.1. The NSAs shall make their best endeavor to harmonize their respective rules and procedures regarding Air Navigation Services that are applied within the DANUBE FAB.

5.2. The NSAs shall ensure harmonized handling of cases involving non-compliance with the applicable common requirements, in accordance with Article 11 para 11.4 (j) of the DANUBE FAB Agreement.

5.3. The NSAs concerned shall support the NSA Board for the establishment and the work of a consultation mechanism for regular identification and elimination of differences amongst rules and regulations which have an impact on DANUBE FAB.

5.4. Each NSA shall inform the NSA Board of any planned changes in their national regimes with respect to harmonization measures before their planned entry into the force.

5.5. Concerned NSAs, acting through their representatives in the NSA Board, shall make their best endeavor to agree on uniform implementation of the decisions and measures adopted by the DANUBE FAB Council within the remits of the DANUBE FAB Agreement and falling within the competence of the NSAs. Each concerned NSA shall provide the NSA Board with

appropriate information regarding the implementation of such decisions and measures in due time.

6. WORKING ARRANGEMENTS

6.1. Certification

6.1.1. Each NSA will inform the NSA Board on the issuance, amendment, suspension and revocation of certificates issued in accordance with EU law.

6.1.2. NSA will exchange information and when possible coordinate their certification tasks and will regularly consult and exchange information on procedures and outcomes of the certification processes.

6.1.3. Each ANSP providing cross-border services shall submit to its certifying NSA all the required documentation both in the national language and in English.

6.2. Ongoing oversight

The NSAs responsible for the ongoing oversight shall take necessary measures to fulfill their obligations established under Commission Implementing Regulation (EU) No 1034/2011 of 17 October 2011 on safety oversight in air traffic management and air navigation services and amending Regulation (EU) No 691/2010 and shall ensure visibility of the safety oversight mechanisms and their results.

6.3. Non-compliance

6.3.1. The NSAs will share all data related to non-compliance with common requirements of the ANSP providing cross border services in order to ensure the fulfillment of their oversight responsibilities related to such cross border service provision.

6.3.2. In case of non-compliance with Common Requirements or conditions in the ANSP(s) certificate(s) the certifying NSA shall inform all NSAs concerned.

6.3.3. The territorial NSA may request the certifying NSA to verify such compliance during the follow up process within a determined period of time, established in writing by mutual consent of the parties.

6.4. Inspections/audits and corrective actions

6.4.1. The NSAs shall make best endeavor to propose to the NSA Board for approval the common format of safety regulatory audit reports and the classification of the findings to be used for auditing of the ANSPs.

6.4.2. Each NSA shall inform the NSA Board in due time of any inspection, review, survey or audit which affects operations: (i) in any of the cross-border sectors with regard to safety audit of ANS provision or (ii) that is DANUBE FAB related with regard to other areas under supervision.

6.4.3. Each NSA may request direct participation in oversight tasks carried out by the certifying NSA to the extent the tasks are exercised in relation to the provision of the cross border services in the DANUBE FAB airspace. The requesting NSA shall notify its interest to the certifying NSA in due time, but not later than two months before the requested participation starts. Each NSA shall bear the costs of its participation.

6.4.4. Each NSA shall have a right to request extraordinary inspection/audit of the ANSP providing cross-border services. However such request shall be duly justified. The certifying NSA shall be obliged to carry out the inspection/audit in a manner and time agreed with the requesting NSA.

6.4.5. The certifying NSA shall notify to NSA Board: (i) the final reports on the on-going compliance of the ANSP(s) it has certified and is/are providing cross-border services (ii) the related corrective action plans, as agreed and (iii) final conclusions after follow up activities.

6.5. Safety oversight of changes to functional systems

6.5.1. All accepted new functional systems or changes to the existing functional systems of the ANSPs used for the provision of the cross-border services shall be notified by the certifying NSA to the NSA(s) concerned.

6.5.2. The NSAs shall monitor the correct application of the processes related to safety assessment.

6.5.3. Without prejudice to paragraph 1 herein, the certifying NSA reviewing the safety arguments associated with the new functional systems or changes to the existing functional systems proposed by the organization which provides cross-border services in the DANUBE FAB with respect to the airspace falling under the responsibility of the State nominating the other NSA shall notify the safety arguments to the later NSA for its consideration when:

- the severity assessment conducted in accordance with the Commission Implementing Regulation (EU) No. 1035/2011 of 17 October 2011 laying down common requirements for the provision of air navigation services and amending Regulation (EC) No 482/2008 and (EU) No 691/2010 determines a severity class 1 or a severity class 2 for the potential effects of the hazards identified; or
- the implementation of the changes requires the introduction of new aviation standards.

6.5.4. The certifying NSA shall accept the safety arguments under paragraph 2 herein only if accepted by the other NSA.

6.6. Resources and Secondment

6.6.1. The NSA will cooperate in the assessment of the resources necessary to carry out their tasks for the implementation of DANUBE FAB. The assessment will be communicated as appropriate to the NSA Board and/or DANUBE FAB Council.

6.6.2. In accordance with Article 34 of the DANUBE FAB Agreement a NSA may, as the need arises, temporarily second employees to other NSAs.

6.7. Working groups/ Expert teams

For the execution of the activities in the areas for cooperation under this Agreement working groups or expert teams may be established.

7. MUTUAL RECOGNITION OF SUPERVISORY TASKS

Subject to DANUBE FAB Agreement, the mutual recognition of supervisory tasks covers in particular and in so far as appropriate:

- a) the supervision of air navigation service providers holding a valid certificate from one State concerned that also provide services relating to the airspace falling under the responsibility of another State concerned;
- b) the review and advice on the acceptance of safety related changes by air navigation service providers in case two or more of the NSAs are concerned;
- c) the supervision with regard to the interoperability of EATMN systems and associated procedures;
- d) the certification and on-going oversight of training organizations as well as personnel licensing and training;
- e) performance scheme, in line with the governance structure under the DANUBE FAB Agreement.

8. SPECIFIC ARRANGEMENTS FOR SUPERVISION IN THE CASE OF CROSS BORDER SERVICES

8.1. Each certifying NSA shall have the right to issue ATCO license and a unit endorsement for the air traffic controllers of the ANSP under its supervision for each cross border sector where that ANSP is jointly designated to provide ATS in accordance with Art. 19 of the DANUBE FAB Agreement.

8.2. Each certifying NSA shall have the right to issue a license for the MET personnel of the ANSP under its supervision and having an area of responsibility covering a cross border sector where that ANSP is designated to provide MET services in accordance with Art. 18 of the DANUBE FAB Agreement.

8.3. Each certifying NSA shall have the right to issue a license for the other category of ANS/ATM personnel of the ANSP under its supervision, except ATCOs and MET personnel, and having an area of responsibility covering a cross border sector where that ANSP provide services in accordance with DANUBE FAB Agreement.

9. PERFORMANCE

The NSAs will support the NSA Board and cooperate in order to fulfill its tasks according to Article 25 of the DANUBE FAB Agreement.

10. REPORTING

10.1. Annual reports to the public as well as any formal reports to European or international organizations relating to cross-border provision of air navigation services within the

DANUBE FAB should be subject to prior consultation between the NSAs concerned, in relation with their specific roles and tasks.

10.2. Annual Plan and Reports on the implementation of the SES legislation, in accordance with European reporting requirements should be developed by the NSAs concerned in relation with their specific roles and tasks and presented for approval to the NSA Board according to Article 11 Paragraph 11.4.(l) of the DANUBE FAB Agreement.

11. EXCHANGE OF INFORMATION

11.1. All NSAs shall provide each other with all information relevant to the subject matters of this agreement, including their respective contact points or persons or any change thereof, by the most suitable and quickest means. Personal data shall only be processed to the extent necessary for the performance of the tasks according to this agreement and in accordance with the relevant national legislation. The transfer of personal data by transmission, dissemination or any other form of publication shall require the prior consent of the NSA transmitting the data.

11.2. Each NSA shall immediately inform the NSA Board of any change or modification of the legal status of the ANSP(s) under its supervision, any change, 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.

11.3. The NSAs will develop the means for exchange of information within 30 days after the signature of this agreement. Until the technical aspects for exchange of information become functional, transitional arrangements will be made.

11.4. The NSAs shall keep a list of NSA specific information up-to-date, containing, *inter alia*, the initial information on the NSAs and the scope, details and deadlines for exchange of information and will inform the NSA Board of the changes without undue delay.

11.5. In the case of cross-border provision of air navigation services, all NSAs shall, by the most suitable and quickest means, share all the information referred to:

- a) cases of major safety related non-compliance;
- b) specific request, for the above mentioned cases, giving to any other NSA concerned access to the relevant documentation and objective evidences of the respective air navigation service provider;
- c) the transmission of any formal decision to all NSAs concerned.

11.6. Without prejudice to paragraph 2, any information submitted according to this Article shall be limited to information linked with the provision by the ANSPs of the cross border services.

11.7. The NSAs shall exchange information concerning reported safety occurrences, safety data collection, investigation and analysis, harmonization of safety occurrences severity assessment, integration and dissemination of safety data at European level.

11.8. Any information that is considered confidential by an NSA shall be labeled accordingly and not be divulged to any third party and may be disclosed only in accordance with the relevant national legislation.

12. EMERGENCY MEASURES

The provisions of this Agreement shall not prevent an NSA from reacting immediately to a safety or security problem within its airspace, which involves a product, person or organization subject to the provisions of this Agreement.

13. LANGUAGES

13.1. The NSAs shall endeavor to conduct all their work related to this Agreement in English.

13.2. The texts of this Agreement drawn up in Romanian, Bulgarian and English languages are of equal authenticity. In case of any dispute, the text in English shall prevail.

14. SETTLEMENT OF DISPUTES

In the event of a dispute arising between the Parties to this Agreement in relation to the application of the present Agreement concerning the interpretation, application or performance thereof, which cannot be settled by direct negotiations or by other means, the dispute shall be addressed to the NSA Board.

15. AMENDMENTS

Any amendment to the present Agreement shall be possible with the consent of the Parties and only in writing.

16. EVALUATION AND REVIEW

16.1. Following the entering into force, the NSAs shall review this agreement yearly and evaluate the effectiveness of its implementation against the objectives set therein. If necessary, the NSAs will conduct ad-hoc evaluation.

16.2. Either NSA may request consultations on the interpretation and implementation or a modification of this Agreement under the auspices of the NSA Board.

16.3. The NSAs involved will respond appropriately and in a coordinated manner, taking into account also the applicable national legislation and procedures, to any changes arising from decisions and/or actions by the State, that require an amendment to this Agreement, following consultation with all parties affected and/or involved.

17. SUSPENSION AND TERMINATION

17.1. Parties may suspend this Agreement during a period:

- a) of emergency or in the interest of public order and security;
- b) in case of force majeure;

- c) when the entire application of the DANUBE FAB Agreement is suspended by the State which nominated or established the respective NSA;
- d) when the application of the provisions related to the supervision in the DANUBE FAB Agreement is suspended by the State which nominated or established the respective NSA.

17.2. The party suspending the agreement shall notify the other parties immediately and provide the reasons for its decision.

17.3. No party shall have a right to terminate its participation in this Agreement unless:

- a) the DANUBE FAB Agreement has been terminated; or
- b) the party ceased to be nominated or established as an NSA.

18. ENTRY INTO FORCE

This Agreement will enter into force on the 30th day following its approval by the NSA Board.

19. FINAL PROVISIONS

This Agreement and all its amendments, indicating their period of application, shall be published in English on the DANUBE FAB official web site as well as in Romanian and Bulgarian languages on the official web site of NSAs.

Signed on 11. 01. 2013 in Bucharest and on 11. 02. 2013 in Sofia, in triplicate in Romanian, Bulgarian and English languages, all texts being equally authentic.

Signed for RO NSAs:

Signed for BG NSA: