

FABEC Implementation Phase

Cooperation Agreement ANSPs

EC Information

Annex F



DOCUMENT SUMMARY

Objective: Provide required evidence when establishing FABEC

Origin: Chairman Standing Committee

Institutional, Regulatory, Legal (SC

IRL)

Audience: FABEC Provisional Council, ANSCB,

ASB, AFG, European Commission

Title EC Information Annex F

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APPROVALS

Name: Francis Schubert

Function CM SC IRL

Date: April 12 2012

Signature

QUALITY CONTROL

Name: Manuel De Klerck

Function: AFG Quality Manager

Date

12/4/12

Signature

ATTACHMENTS CONTAINED IN THIS ANNEX

	Ongin		Maralon	Date:	7.00
F1	SC IRL	Final	1.0	12.11 2008	Cooperation Agreement ANSPs
F.2	SC IRL		The same of the same of the same		Art 10 SPR
F.3	AFG	Final	1.0	11.04.2012	ANSP Organization 2012

1 Introduction

This Annex deals with institutional, legal and regulatory aspects of FABEC ANSP cooperation.

In particular, it addresses the following two areas:

- Cooperation agreement ANSPs
- Article 10 SPR

2 COOPERATION AGREEMENT ANSPS

The Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC (hereinafter referred to as the "Cooperation Agreement") was initially signed on 18 November 2008 in Bordeaux between Belgocontrol, DFS Deutsche Flugischerung GmbH, Direction des Services de la Navigation Aérienne (DSNA), Luchtverkeersleiding Nederland, Administration de la navigation aérienne (Luxembourg), Skyguide Swiss civil and military Air Navigation Services Ltd and EUROCONTROL.

The Cooperation Agreement is a framework contract laying down the basic principles of the cooperation, the main governing mechanisms and the financial arrangements between the parties.

The broad scope of the agreement allows the parties to develop any activity that can improve the provision of air navigation services in the airspace of Belgium, Germany, France, Luxembourg, the Netherlands and Switzerland and enhance the performance at FABEC level.

The specific aspects of the cooperation are described in dedicated annexes of the Cooperation Agreement.

Meanwhile the Cooperation Agreement has been amended 3 times:

- Amendment n° 1 (signed 15 March 2010) reinforcement of the structures of the FABEC
 Program in order to reach the performance targets as derived from the Single European Sky
 legislation II and introduction of a dedicated annex on "Common tendering" (Annex V) allowing
 the FABEC ANSPs to jointly apply in a call for tender;
- Amendment n° 2 (signed 14 April 2011) introduction of an "Intellectual Property Rights Policy" (Annex VI) that regulates the ownership, use, protection and transfer of Intellectual Property Rights between the FABEC ANSPs;
- Amendment n° 3 (signed 1 December 2011) –introduction of a new decision making process, introducing a voting procedure (article 4.3).

The main governance body created under the Cooperation Agreement is the ANSP Strategic Board (ASB), which holds the executive powers and is composed of the CEOs or Directors of the ANSPs,. The ASB can establish, under its authority, dedicated subgroups such as standing committees or temporary task forces. All decision are taken by consensus unless a Party requests that a voting should take place. The governance as well as the voting procedure are described under article 4 of the Cooperation Agreement.

The ASB approves annually a budget for the FABEC Program (article 6). The budget follow-up falls under the responsibility of the chairman of the ANSP FABEC Group (AFG). Procurement activities and contracting are let by Belgocontrol that was mandated as Contracting Authority to act on behalf of the other ANSPs of the FABEC (article 7). The costs of the FABEC Program are distributed amongst the parties according to an agreed cost-sharing mechanism (article 8).

Finally, the Cooperation Agreement also includes some general provisions concerning confidentiality (article 11, facilitating the exchange of information amongst the parties to the Cooperation Agreement), liability (article 12), accession and membership (article 13), termination (article 14), language (article 15), amendments (article 16), settlement of disputes (article 17), applicable law (article 18) and its entry into force (article 19).

3 ARTICLE 10 SPR

Where ANSPs decide to avail themselves of the services of other service providers that have been certified in the Community, ANSPs must formalize their working relationships by means of written arrangements or equivalent legal arrangements, setting out the specific duties and functions assumed by each provider (cf. art. 10.1 and 10.2 SPR).

The purpose of Art. 10 SPR and in particular 10.3 SPR is to allow more flexibility in optimizing ANS provision. The agreements concluded on this basis would provide a sound legal basis for cross-border airspace, as an umbrella agreement for operational Letters of Agreement (LoAs), where previously delegation of ATS (under ICAO Annex 11) was the chosen means but rarely legally achieved. In the FABEC context each service provider will be designated by its state for its national airspace or parts thereof. Therefore, such agreements will be needed between the ATSPs within FABEC or between an ATSP of FABEC and a non-FABEC one.. In order to achieve a harmonized approach for the FABEC situation, a template was developed by FABEC Standing Committee Institutional, Regulatory, Legal (SC IRL). However, the individual ATSPs may adapt the template to the specific cross-border situation.

This template was designed as a bilateral model agreement between ATSPs which provides for interalia:

- The specific responsibilities, rights and obligations of the current ATSPs concerned while mentioning the services concerned;
- The geographical scope defined by the exact lateral and vertical limits set out in the LoAs;
- The obligation to comply with the rules and regulations applicable in the state of the delegating provider;
- The application of the operations manual of the effective service provider;
- The obligation of the effective service provider to comply with all relevant supervisory measures issued by the competent NSA;
- The obligation of occurrence reporting by the effective service provider to be transmitted to the commissioning provider;
- The commitment of the effective service provider to cooperate in cases of aircraft accidents and serious incidents;
- Reciprocal obligations to notify the other party about any changes which may affect the provision of services;
- The allocation of liability and adequate insurance coverage.
- The possibility to include financial arrangements;
- Contingency procedures to be applied in the cross-border area.

While using this template, all FABEC ATSPs shall conclude bilateral agreements with their neighboring service providers, to be approved by both states concerned (NSA). All existing LoAs and all LoAs to be concluded in the future shall fall under the bilateral agreements.

The template was presented to the NSA Committee, the Harmonisation and Advisory Committee and the ANS Consultative Board.

After approval of the template by the FABEC ANSP Strategic Board, the bilateral agreements will be concluded and transmitted to the competent NSAs for their approval, which will be notified to the FABEC Council.

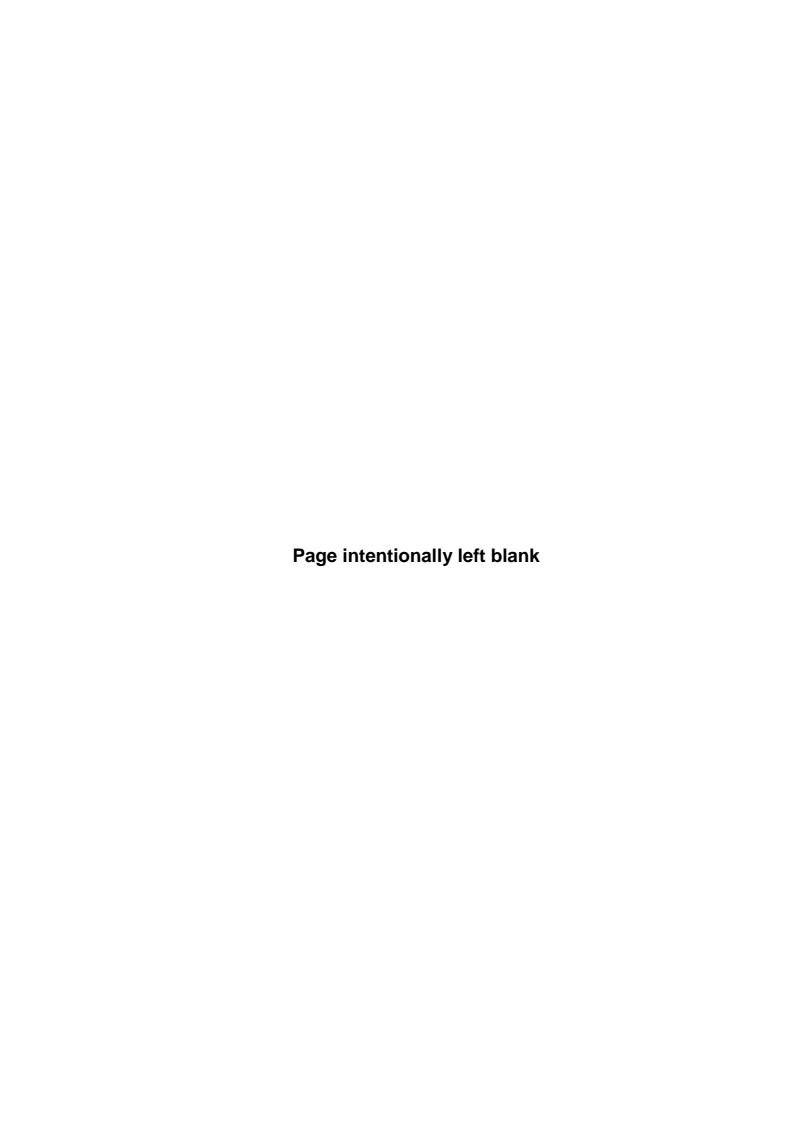


FABEC Implementation Phase

Cooperation Agreement ANSPs

EC Information

Attachment F.1



AGREEMENT

FABEC Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC

Document summary

Objective	Agreement
Author	Task Force ANSP Co-operation
Audience	
Document status	Final Version
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0.81	04 Oct 08	TF Meeting	TF AC
0.9	09 Oct 08	Presentation to ASB	TF AC
0.91	17 Oct 08	ASB comments	TF AC
0.92	23 Oct 08	Final draft for internal ANSPs approval	TF AC
1.0	12 Nov	ANSPs comments and translation into French	TF AC
1.0	12 Nov	Printed version	TF AC

Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC

AGREEMENT

between

BELGOCONTROL, Tervuursesteenweg 303, 1820 Steenokkerzeel, hereinafter referred to as "Belgocontrol", represented by its Chief Executive Officer, Mr Jean-Claude Tintin;

DFS Deutsche Flugsicherung GmbH, Am DFS-Campus 10, D–63225 Langen, hereinafter referred to as "DFS", represented by the Chairman of its Board of Directors, Mr Dieter Kaden;

the French Republic, acting via the Direction Générale de l'Aviation Civile represented by the Direction des Services de la Navigation Aérienne, hereinafter referred to as "DSNA", represented by its Director, Mr Marc Hamy, whose principal place of business is 50 rue Henry-Farman 75720 Paris Cedex 15;

Luchtverkeersleiding Nederland, a legal entity governed by public law and established by the Aviation Act (*Wet Luchtverkeer*) of 18 June 1992 (*Staatsblad* 1992, 368), hereinafter referred to as Air Traffic Control The Netherlands "ATC-NL", domiciled at (1117 CV) Stationsplein Zuid-West 1001, Schiphol-Oost, the Netherlands;

Administration de la navigation aérienne, BP 273, L-2012 Luxembourg, hereinafter referred to as "ANA", represented by its Director, Mr Ender Ulcun;

Skyguide, Swiss air navigation services Ltd, route de Pré-Bois 15-17, Case Postale 796, 1215 Genève 15, Switzerland, hereinafter referred to as "Skyguide", represented by its Chief Executive Officer, Mr Daniel Weder; and

the European Organisation for the Safety of Air Navigation (EUROCONTROL), Rue de la Fusée, 96, 1130 Bruxelles, hereinafter referred to as "EUROCONTROL", represented by its Director General, Mr David McMillan:

hereinafter individually or collectively referred to as the Party or the Parties.

PREAMBLE

Having regard to the Detailed Feasibility Study for the "Functional Airspace Block – FAB – Europe Central (hereinafter referred to as FABEC) launched by the High-Level Group in June 2006 in line with the Single European Sky legislation I (SES I) of 2004, concerning the airspace of Belgium, the Netherlands, Germany, Luxembourg, France and Switzerland (6 States) and the interfaces with neighbouring service providers;

whereas the High-Level Policy Group concluded on 26 June 2008 that FABEC is feasible and necessary and invited the air navigation service providers (civil and military) to conclude the cooperation agreements necessary for the implementation of FABEC;

whereas the civil and military representatives of the governments of the 6 States agreed in a Joint Declaration of Intent to jointly prepare for the construction and implementation of a functional airspace block covering the airspace under their responsibilities and to intensify their activities with a view to finalising a FABEC State agreement;

whereas FABEC is justified by its overall added value, including an optimum use of financial, technical, environmental and human resources as described in Article 5 of Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 on the organisation and use of the airspace in the single European sky (the airspace Regulation);

whereas the Single European Sky legislation II (SES II), as proposed by the European Commission, should set out a performance framework with quantified target-setting to assure better integration of service provision while strengthening the overall network management function;

whereas the Parties have identified the need to reinforce their cooperation for the realisation of FABEC;

whereas the Parties consider that the implementation of cooperation models between them should be carried out in a step-by-step approach;

whereas the aim of this Agreement is to provide a first contractual framework to progressively develop and facilitate the implementation and operation of FABEC;

the Parties hereby agree as follows:

Article 1 - DEFINITIONS

Budget:

For the purposes of this Agreement, the following definitions shall apply:

ANSP: air navigation service provider

ANSP Working Group: group composed of senior representatives of the Parties, which

supports the ANSP Strategic Board

ANSP Strategic Board: board established at the level of the CEOs of the civil ANSPs and

at the appropriate level of the representatives of the military ANSPs of FABEC, with a view to developing and improving ANSP cooperation and information-sharing. The ANSP Strategic Board is

entrusted with the executive powers under this Agreement.

Background information: intellectual property rights owned by a Party or third party, existing

before the entry into effect of or developed outside this Agreement the total sum dedicated by the Parties to the realisation of FABEC

for one calendar year

Contract(s): concluded between the Contracting Authority and a

third party or between the Contracting Authority and a Party to this

Agreement

Contracting Authority: Belgocontrol, which will be responsible for the management of the

contract(s)

Contractor: any person, company(ies) or Party(ies) to this Agreement

contracted by the Contracting Authority to carry out a specific task or to provide a service or product within the scope of this

Agreement

Costs: all costs incurred for the management and execution of the

contract(s) and to cover travel expenses and expenses for

communication activities

Detailed Feasibility Study Phase: initial project launched by the High-Level Group and carried out

between June 2006 and July 2008 to study the feasibility of

FABEC

External contract: concluded between the Contracting Authority and a third

party for the purpose of this Agreement

FABEC: Functional Airspace Block Europe Central

FABEC Project: refers to the second pillar of the organisation structure for the

FABEC Implementation Phase as shown in annex to the Project

Charter

Foreground information: intellectual property rights created in connection with this

Agreement by a Party directly via in-house development and/or

indirectly via developments made under contract

High-Level Group: group created for the Detailed Feasibility Study Phase and

composed of the Directors General of Civil Aviation (DGCAs) of Belgium, the Netherlands, Luxembourg, Germany, France and Switzerland (the six States), military representatives of those countries, and the Director General (DG) of EUROCONTROL in an

advisory role

High-Level Implementation Board: board composed of the DGCAs of the six States, the DG of

EUROCONTROL, the relevant military representatives of those countries and the CEOs of the civil and military ANSPs, which bears overall responsibility for organising the implementation of the

FABEC Project

High-Level Policy Group: group created for the Detailed Feasibility Study Phase comprising

the DGCAs of the six States, the DG of EUROCONTROL (in an advisory role), the relevant military representatives of those

countries, and the CEOs of the seven ANSPs.

Project Management Office: central organ in the FABEC Project structure responsible for the

planning and coordination of the project management plan and the Work Plan, and for the day-to-day management of the FABEC

Project

Permanent Members of the Project Management Office:

members of the Project Management Office appointed by the High-

Level Implementation Board who are dedicated full-time to the

management of the FABEC Project

Project Charter: document drawn up by the Parties at the request of the High-Level

Implementation Board laying down the principles for the organisation and structure of the FABEC Project, the tasks and cooperation of the project units, the expected deliverables and their contribution to the FABEC performance targets, the decision

criteria and the provision of resources

Project Manager: head of the Project Management Office appointed by the High-

Level Implementation Board

established by the ANSP Strategic Board at the proposal of the Selection Committee:

ANSP Working Group (Part 2 of the Budget) or by the Project Manager (Part 1 of the Budget) responsible for selecting tenders contract concluded between the Contracting Authority and one or

Service contract:

more Party(ies)

Technical Manager: manager responsible for preparing the dossier

Contracting Authority to issue calls for tender, and select and award the contract(s), and also responsible for the technical follow-up of the Contract(s). The Technical Manager for the FABEC Project will be the Project Manager. Pursuant to Article 6.3, the ANSP Working Group will designate the Technical Manager.

document describing in a structured way what will be developed

Work Plan:

within the FABEC Project, and the planning of the various

elements, including the expected resources.

Article 2 - SCOPE

2.1 The Parties hereby agree to cooperate with a view to achieving the continuous improvement of the provision of air navigation services in the airspace of Belgium, Germany, France, Luxembourg, the Netherlands and Switzerland, and to support the establishment of FABEC.

- 2.2 Such improvements should aim to enhance the safety, environmental sustainability, capacity, costeffectiveness, flight efficiency and military mission-effectiveness of air navigation in the six States.
- 2.3 The Parties hereby agree to cooperate in the development, implementation and operation of FABEC in order to achieve the objectives specified in 2.1 and 2.2.
- 2.4 The Parties shall actively contribute to the FABEC Project and jointly strive to optimise its results by means of:
 - monitoring and guidance of the progress of project deliverables intended for implementation by the ANSPs;
 - joint acceptance of the deliverables and coordinated implementation and operation;
 - delivery of the necessary financial and human resources.

- 2.5 In addition, the Parties may, as decide by the ANSP Strategic Board, jointly cooperate in activities other than those covered by the FABEC Project for the achievement of the objectives described in 2.1 and 2.2, such as:
 - representation in international affairs;
 - · performance management;
 - business planning;
 - · stakeholder consultation.
- 2.6 This Agreement shall not prevent cooperation between certain Parties, or between certain Parties and third parties. If such cooperation is of direct relevance to the achievement of the objectives described in 2.1 and 2.2, it shall be communicated to the other Parties to the Agreement and open to their participation, subject to the approval of the Parties who initiated such cooperation.

Article 3 – AGREEMENT AND ANNEXES

- 3.1 This Agreement shall constitute a framework contract providing for the basic principles of cooperation and setting out the main governing and financial mechanisms. The specific aspects of the cooperation shall be approved by the governing bodies and shall be laid down in annexes, at least where they create binding obligations.
- 3.2 This Agreement and its annexes shall constitute the entire agreement and understanding between the Parties. In the event of any contradiction between the terms and conditions of the Agreement and those of the annexes, the terms and conditions of the Agreement shall prevail, unless specified otherwise in the annex(es).
- 3.3 The following annexes shall constitute an integral part of the Agreement:
 - Annex I: Project Charter in its latest version;
 - Annex II: Terms of Reference of the ANSP Strategic Board in their latest version;
 - Annex III: Terms of Reference of the ANSP Working Group in their latest version;
 - Annex IV: practical arrangements for financial contributions.
- 3.4 Annexes may be added or removed with the approval of the ANSP Strategic Board.
- 3.5 This Agreement (including its annexes) and any subsequent amendments thereto shall be administered by the Contracting Authority.

Article 4 - GOVERNANCE

- 4.1 The ANSP Strategic Board shall be established at the level of the CEOs of the Parties and shall hold the executive powers for cooperation under the present Agreement.
- 4.2 The ANSP Strategic Board shall decide on the establishment, under its authority, of dedicated subgroups, such as standing committees or temporary task forces.
- 4.3 Decisions applicable to all ANSPs shall be reached by consensus within the ANSP Strategic Board and shall be binding on the Parties.
- 4.4 Decisions applicable to and affecting only certain Parties shall be reached unanimously by the ANSPs concerned. Other Parties shall be duly informed of such decisions.
- 4.5 The ANSP Working Group shall support decision-making within the ANSP Strategic Board and shall reports to the latter. The ANSP Working Group shall be composed of representatives of appropriate seniority from each Party.
- 4.6 The detailed Terms of Reference of the ANSP Strategic Board and of the ANSP Working Group shall constitute Annex II and Annex III respectively.

Article 5 – LIMITS OF COOPERATION

- 5.1 Unless otherwise agreed in this Agreement or its annexes, no Party shall have authority to act on behalf of, or legally bind, any other Party, and no Party shall present itself as having such authority.
- 5.2 This Agreement and its annexes shall not prejudice the application of internal or national rules on social dialogue.

Article 6 – FINANCIAL ARRANGEMENTS

- 6.1 General provisions
- 6.1.1 The Budget, expressed in euros, shall consist of two parts, one concerning the FABEC Project (Part 1), and the other the operation or implementation of the FABEC Project deliverables or activities under Article 2.5 (Part 2).
- 6.1.2 The ANSP Strategic Board shall approve the Budget for the following year, for the costs related to Part 1 at the proposal of the Project Manager on the basis of the approved Work Plan, and for costs related to Part 2 at proposal of the ANSP Group.
- 6.1.3 Costs exceeding the respective part of the Budget shall be submitted for approval to the ANSP Strategic Board, prior to being committed.
- 6.1.4 The Parties hereby irrevocably and unconditionally guarantee, without offset or deduction, the due and punctual payment of their contributions.
- 6.1.5 Each Party shall bear the costs relating to its internal staff, including travel expenses, except for the travel expenses of the Permanent Members of the Project Management Office.
- 6.2 Management of the Budget for Part 1
- 6.2.1 Budget follow-up shall be the responsibility of the Project Manager, who shall prepare all dossiers for approval and keep a list of all expenditure.
- 6.2.2 If the estimated cost of an item of expenditure or contract is less than EUR 50,000, excluding VAT, the Project Manager shall directly coordinate with the Contracting Authority.
- 6.2.3 If the estimated cost of an item of expenditure or contract is more than EUR 50,000, excluding VAT, the Project Manager shall request the approval of the ANSP Working Group and propose the establishment of a Selection Committee.
- 6.2.4 If the estimated cost of an item of expenditure or contract is such that a European tendering procedure is required, the Project Manager shall request the approval of the ANSP Strategic Board and propose the establishment of a Selection Committee.
- 6.2.5 The Project Manager shall report twice a year to the ANSP Strategic Board on Budget take-up.

6.3 Management of the Budget for Part 2

The Budget shall be managed by the ANSP Working Group, who shall appoint a Technical Manager for each contract and make proposals for a Selection Committee. The Chairman of the ANSP Working Group shall prepare all dossiers for approval by the ANSP Strategic Board and keep a list of all expenditure.

Article 7 - PROCEDURES FOR COMMITTMENT OF THE BUDGET

- 7.1 Contracts
- 7.1.1 Any body or activity pursuant to Article 2 may be supported via contracting, in accordance with the following clauses.
- 7.1.2 Contracts may be signed with a third party (hereinafter referred to as external contract(s)) or with a Party to this Agreement whose services as approved by the ANSP Strategic Board exceed its normal participation (referred to as service contract(s)).
- 7.1.3 Payment for a service contract shall be made at cost to the Party providing the service, in accordance with the cost-sharing principles set out in Article 8.
- 7.1.4 The Contracting Authority shall closely coordinate with the Technical Manager(s) when managing contracts.
- 7.1.5 Every contract shall be initiated by the Technical Manager, in accordance with the Work Plan(s) approved by the ANSP Strategic Board.
- 7.1.6 The Technical Manager shall prepare a complete dossier containing the following general information: the scope, functional objectives and estimated cost of the contract.
- 7.1.7 The Technical Manager shall discuss the dossier with the Contracting Authority to prepare an appropriate proposal for the tendering procedure.

- 7.1.8 After the requested approval is obtained, the Technical Manager shall submit the complete dossier together with the technical specifications to the Contracting Authority, which shall take the necessary steps to formally issue calls for tender and award the contract.
- 7.1.9 The Parties hereby agree to mandate the Contracting Authority, subject to the terms of this Agreement, to act on their behalf as the Contracting Authority to:
 - (1) manage the contract(s) to be concluded for the realisation of the FABEC Project, including the organisation of the tendering procedures, the formal negotiations with the candidates, the awarding of the contract(s), and the management of the formal contractual relations with the contractor:
 - (2) act in accordance with Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors, and the applicable Belgian Law;
 - (3) subsequently redistribute the financial obligations resulting from the external contract(s) and the service contract(s) between the Parties, in accordance with the agreed cost-sharing principles and the annexed "Practical arrangements for financial contributions".
- 7.1.10 At the request of any Party, the Contracting Authority shall provide a copy of all relevant existing documentation related to the contracts.

7.2 Travel expenses

The Contracting Authority shall organise the travel facilities of the Permanent Members of the Project Management Office. Subsequently, the travel expenses shall be redistributed twice a year between the Parties, in accordance with the agreed cost-sharing principles and the annexed "Practical arrangements for financial contributions".

- 7.3 Expenses for communication activities
- 7.3.1 Each Party may contract individually for expenditure related to communication activities as agreed in the Budget.
- 7.3.2 For the execution of Article 6.2.1 and Article 6.3, each Party shall provide the Project Manager or the ANSP Working Group as appropriate with information on such expenditure.
- 7.3.3 In order to be eligible for reimbursement, the expenses incurred by a Party during a calendar year shall be submitted to the Contracting Authority not later than 1 March of the following year, together with supporting documents.
- 7.3.4 The Contracting Authority shall calculate the sum total of all eligible expenses related to communications activities, as transmitted in accordance with the previous paragraph, apply the cost-sharing principles as agreed in Article 8, and issue separate invoices to the Parties whose contribution to the communication activities is below their participation in the cost-sharing arrangements, in accordance with the annexed "Practical arrangements for financial contributions".
- 7.3.5 Upon receipt of all contributions, the Contracting Authority shall reimburse the Parties whose contribution to the communication activities exceeds their participation in the cost-sharing arrangements.

Article 8 – COST-SHARING PRINCIPLES

8.1 The Parties shall provide their contributions to the overall Costs in accordance with following costsharing principles:

 ATC-NL:
 14%

 Belgocontrol:
 14%

 DFS:
 21.5%

 DSNA:
 21.5%

 EUROCONTROL:
 14%

 ANA:
 1%

 Skyguide:
 14%

- 8.2 The practical arrangements for the financial contributions of the Parties shall be as detailed in Annex IV.
- 8.3 If the management of the procedures provided for in Article 7 above significantly increases the overall workload of the Contracting Authority, the Contracting Authority shall submit in due time a proposal to the ANSP Strategic Board to be reimbursed at cost. The additional costs arising from such increased workload shall be borne in accordance with the cost-sharing principles.

Article 9 - INTELLECTUAL PROPERTY RIGHTS

- 9.1 Background information shall remain the property of the Party or third party owning it.
- 9.2 Ownership of foreground information resulting from the execution of this Agreement may be subject to special arrangements between the Parties.

Article 10 - ACCESS RIGHTS

- 10.1 Access rights by the Parties to foreground information shall be unlimited and royalty-free. Each Party hereby agrees to grant the other Parties access rights to the background information owned by the Parties and required for the execution of this Agreement.
- 10.2 The granting of access rights to background information owned by one or more Party(ies) may be made conditional on the acceptance of specific conditions ensuring that these rights are used only for the intended purpose and that appropriate confidentiality obligations are in place. Access rights to background information shall be granted on a royalty-free non-exclusive basis, unless otherwise agreed.
- 10.3 Any access rights granted shall not include rights to sublicense, unless expressly stated otherwise.

Article 11 - EXCHANGE OF INFORMATION, SECURITY AND CONFIDENTIALITY

- 11.1 Without prejudice to the application of national laws, all information which is disclosed by a Party to any other Party in connection with this Agreement and which has been explicitly marked as "confidential" shall be treated as such.
- 11.2 No Party shall disclose any confidential information acquired in connection with this Agreement to any person other than one employed by them or officially entitled by the Parties or by law to handle such information without the prior written consent of the Party which owns this information.
- 11.3 Any confidential information disclosed to any person authorised under this clause shall be labelled confidential and such confidentiality shall extend as far as is necessary for the purpose of this Agreement.
- 11.4 Each Party shall promptly advise the other Parties in writing of any unauthorised disclosure or misuse of confidential information as soon as it becomes aware of any such unauthorised disclosure or misuse.
- 11.5 These provisions shall remain valid for a period of two years following termination or expiry of this Agreement.

Article 12 - LIABILITY

- 12.1 Each Party shall hold the other Parties harmless in respect of any liability arising from loss, damage or bodily injury suffered by itself or by its employees as a result of the performance of this Agreement, unless such loss, damage or bodily injury is due to gross negligence or deliberate omission or wrongful act on the part of the other Party or its employees.
- 12.2 However, the Parties hereby agree to compensate the Contracting Authority, in accordance with the cost-sharing key referred to in Article 8.1, for any claims, liability, loss or damage arising directly or indirectly from its role as defined in Article 7 and Article 8, unless such claim, liability loss or damage is due to gross negligence or deliberate omission on the part of the Contracting Authority.

- 12.3 The Contracting Authority shall be at liberty to define any rights, powers and remedies as deemed necessary to defend itself in its contractual relationship with any contractor, after consultation of the other Parties. If there are financial implications for the Parties, the Contracting Authority shall seek their written approval.
- 12.4 Whenever any attorney is employed to collect any obligation or enforce any right of the Contracting Authority vis-à-vis any contractor, whether by legal action or other means, the Parties shall agree to share all reasonable costs of the attorney and those related to the legal action in accordance with the cost-sharing key referred to in Article 8.1 above.

Article 13 - ACCESSION, MEMBERSHIP AND PARTIES

- 13.1 Accession to the present Agreement shall be open to other ANSPs having an interest in the objectives of this Agreement and shall be subject to the unanimous prior approval of the ANSP Strategic Board.
- 13.2 In duly justified cases, to be approved by the ANSP Strategic Board, a new Party may be exempted from the application of certain provisions of this Agreement.

Article 14 - TERMINATION

- 14.1 Non-compliance by any Party (defaulting Party) with its obligations under this Agreement shall be considered as a breach of contract and may lead to the termination of this Agreement for the defaulting Party.
- 14.2 The defaulting Party, upon receipt of a written notice of termination jointly signed by the other Parties, sent by registered post, shall have a period of grace of 30 (thirty) days to remedy the default.
- 14.3 If the defaulting Party remedies the default within the above-mentioned period of grace, the notice of termination shall be revoked. If the default is not remedied within the period of grace, this Agreement shall be terminated automatically and immediately for the defaulting Party.
- 14.4 Any Party may voluntarily withdraw from this Agreement subject to six months' prior notice in writing to the other Parties sent by registered post and after due payment of its contribution towards the financial obligations arising up to such time as the termination becomes effective.
- 14.5 Unless otherwise agreed, the defaulting or withdrawing Party shall bear the costs of any additional directly and indirectly attributable costs incurred by the other Parties as a result of its default or withdrawal.

Article 15 - LANGUAGE

- 15.1 The English version and the French version of the present Agreement shall be equally authentic.
- 15.2 For the execution of this Agreement, the Parties shall use the English language.
- 15.3 Whenever a translation of relevant documentation is required, it shall be provided by the Party requiring it.

Article 16 - AMENDMENTS

- 16.1 The provisions of this Agreement and its annexes may be amended by written agreement between the Parties.
- 16.2 All amendments shall be subject to the prior approval of the ANSP Strategic Board. Different arrangements may apply to the annexes.

Article 17 – SETTLEMENT OF DISPUTES

- 17.1 As a condition precedent to a Party filing any suit for breach of this Agreement, the Party concerned must first notify the defaulting Party in writing of the nature of the alleged breach, and also inform all the other Parties. The Parties shall seek in good faith to resolve the dispute through negotiation.
- 17.2 The existence of any dispute shall not excuse the Parties from performance pursuant to this Agreement.

17.3 If a dispute cannot be settled between the Parties, the Brussels courts shall have exclusive jurisdiction for any disputes relating to this Agreement.

Article 18 - APPLICABLE LAW

This Agreement shall be governed by Belgian law.

Article 19 - ENTRY INTO FORCE

This Agreement shall enter into force on the day of its signature by all the Parties.

In witness whereof the representatives of the Parties agree to execute this Agreement, signed at Bordeaux on 18 November 2008.

DRAWN UP ACCORDINGLY AND SIGNED IN SEVEN ORIGINALS IN ENGLISH AND FRENCH



Belgocontrol represented by,

Mr Jean-Claude Tintin Chief Executive Officer



DFS Deutsche Flugsicherung GmbH

represented by,

Mr Dieter Kaden

Chairman of the Board of Directors

Mr Hermann Theobald

Head of Issue Management FAB Project



Direction des Services de la Navigation Aérienne,

represented by,

Mr Marc Hamy Director



The Board of Air Traffic Control the Netherlands

represented by,

Mr Paul Riemens Chairman of the Executive Board (a.i.)



Administration de la navigation aérienne represented by,

Mr Ender Ulcun Director



Skyguide represented by, and reference

Mr Daniel Weder Chief Executive Officer

Mr Francis Schubert Head Corporate Development



The European Organisation for the safety of Air Navigation (EUROCONTROL)

represented by,

On behalf of the Director General

And American promition

Mr Karl-Heinz Kloos

Mr Karl-Heinz Kloos

Mr Karl-Heinz Kloos
Director EUROCONTROL Maastricht Upper Area Centre

FABEC Project Charter Implementation Phase

Document summary

Objective	To lay down the principles <i>inter alia</i> for the organisation and structure of the project, tasks and cooperation of project bodies, expected deliverables and their contribution to the FABEC performance targets, decision criteria and provision of resources as a basis for work of all project partners and the development of a Project Management Plan.
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FABEC PROJECT Charter (PCH)

Executive Summary

Introduction

After delivery of the Feasibility Study Report, the High Level Policy Group (HLPG) in its meeting of 26 June 2008 initiated the FABEC Implementation Project based on the study results and agreed on the project organisation, the FABEC roadmap and short-term priorities and benefits.

Project Scope

The project scope comprises common States and ANSP tasks and tasks dedicated to States or to civil-military ANSPs which were identified in the Feasibility Study. They might be supplemented by tasks emerging during the execution of the implementation project.

Project Principles

The FABEC project is one single project, its structure will be built on 3 pillars (States, Project and ANSP organisation) to ensure a clear and consistent allocation of responsibilities and accountabilities in respect of States Tasks, ANSP Tasks and Tasks where support from States and ANSPs is required.

Coordination and information exchange will be done at all levels of the project structure.

The different elements of the project organisation structure are "open" for both States and ANSPs representatives.

Task Forces are managed in a matrix with the ANSP Organisation and the States Organisation. This means in practice that these structures provide expert resources to populate Task Forces.

ANSPs will be consulted on deliverables developed by States and vice versa.

Deliverables will be approved by a FAB supervisory function established by the States, as and when required.

Once an implementation deliverable is finalised, it leaves the project structure and is delivered to the standing organisations (either of the States or of the ANSPs) for implementation.

Strategic Plan

The execution of the Implementation project will be based on a five-to-ten year Strategic Plan issued by the High Level Implementation Board (HLIB). The plan describes at a strategic level the long-term ambitions, scope and content of the FABEC project and gives political

and strategic guidance to project units. The Strategic Plan undergoes a yearly review and is the basis of implementation plans.

Assumptions

The project will be based on some major assumptions which have a direct influence on meeting the FABEC performance targets, the implementation of improvements and their desired success:

- The current developments in the worldwide air transport market indicate that the growth in air traffic will not match the forecast due to rising costs for fuel and living.
- FABEC performance targets will be stable for the time being
- Agreement is reached on civil-military airspace design and use
- An adequate institutional and legal framework for all partners is established

Enablers, Critical Success Factors and Major Risks

During the implementation phase States and ANSP enablers (e.g. high level commitment, institutional and legal framework, FABEC supervision, ANSP contract) and critical factors (e.g. adequate civil-military cooperation, social dialogue, positive cost-benefit analysis) are pertinent to the overall success and acceptance of the project or parts thereof. The absence of an enabler or the failure of a critical success factor will be a major risk for the project. An initial risk matrix will be part of the Project Management Plan.

Social dialogue and Stakeholder consultation

An efficient and structured social dialogue is a key contributor to the successful implementation of the FABEC and this regardless of the chosen cooperation model (contractual cooperation, integration, consolidation). Already existing transnational social dialogue models including, for example, that of the European works council and the guidelines defined and agreed upon by CANSO and ETF will be used, particularly the principles agreed in the 2004 Palermo conference.

Also a strong and target-group oriented stakeholder consultation is identified as a key factor for the success of the FABEC project. In order to assure continuous support and acceptance by all relevant stakeholders, an extensive information exchange on different levels and in different domains shall take place with interest groups.

FABEC Performance Management

The main objective of FABs is to provide added value to the airspace users. Therefore the development of FABEC has been performance-driven from beginning. ANSPs have developed operational quantified performance targets which were used in the feasibility study. Aspirational goals have been laid down per performance area in the States Declaration of Intent. The ultimate goal of the FABEC implementation project is to achieve the performance targets.

The FABEC performance areas are compliant with SES and take into account the SESAR programme. Together with the other European FAB initiatives, FABEC will contribute to the achievement of SESAR performance targets.

States and ANSPs will have to monitor and review the possibilities and processes to achieve the performance targets and thus will develop a Performance Monitoring function.

Expected Benefits

In general the expected benefits are determined by the FABEC performance targets of the States and ANSPs. Before submitting a deliverable to project decision bodies, an assessment by the PMO shall determine the contribution to the related performance target as applicable.

Reference Material

The implementation project is mainly based on the States Declaration of Intent and the political performance goals for FABEC, the operational and quantified ANSP performance targets, decisions of the High Level Policy Group and the results of the feasibility study.

Project Organisation

The project organisation consists of the following decision- and management bodies:

High Level Implementation Board (HLIB)

The High Level Implementation Board (HLIB) bears the overall responsibility to organize the implementation of the FABEC project.

Communication Cell (CC)

The CC is responsible for the development, planning and execution of all strategic communication steps.

Stakeholder Advisory Group (SAG)

States and ANSPs, assisted by the Communication Cell, the FPSG and PMO, will regularly consult project progress and results with stakeholders.

FABEC Project Steering Group (FPSG)

Based on the strategy and decisions of the High Level Implementation Board (HLIB), the FAB Project Steering Group (FPSG) gives directions to the Project Management Office (PMO).

Project Management Office (PMO)

The PMO is headed by an ANSP Project Manager and responsible for the management of the FABEC project.

Task Forces (TFs)

Multidisciplinary Task Forces are responsible for developing deliverables for the implementation of agreed FABEC improvements.

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Annex I: Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC

Decision Making

Decision making at TF, PMO and FPSG level will be by consensus. If no consensus can be obtained, the next higher project body will be asked to decide. In case of persisting divergence in the HLIB, the Chairman will settle the dispute.

Decision Criteria for deliverables ready for implementation

The implementation of a project deliverable will be decided by the HLIB taking into account the following main criteria:

- Strategic fit for FABEC
- Political acceptance
- ANSP acceptance
- States and ANSP enablers are in place
- Approval of FABEC supervisory function obtained (as required)
- Results of social dialogue
- Quantitative contribution to performance target or area, added value
- Compliance with SES and SESAR
- Convergence plan for implementation by all partners involved is established
- Acceptance by airspace users
- Identified risks properly mitigated

The above criteria shall be used likewise by the PMO and FPSG when assessing deliverables.

Resources

The FABEC partners are responsible for timely allocating sufficient skilled resources in sufficient numbers according to the agreed work plan.

The financing of the FABEC project is done by the ANSPs and laid down in a Contract between the ANSPs.

Project Charter (PCH)

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1 Project Overview

1.1 Introduction

The Feasibility Study as Part I of the overall FABEC programme was completed in June 2008. The results of the study show that ambitious FABEC performance targets for safety, environment, capacity, flight efficiency, cost effectiveness and mission effectiveness can be achieved through implementation of identified improvements. For some areas additional studies are needed. The study report concludes that the FABEC is feasible and necessary. The High Level Policy Group (HLPG) initiated Part II of the FABEC programme: the Implementation Project.

This Project Charter lays down the principles for organisation and structure of the project, tasks and cooperation of project units, expected deliverables and their contribution to the FABEC performance targets, decision criteria and provision of resources as a basis for work of all project partners and the development of a Project Management Plan.

1.2 Decisions of the HLPG

The Feasibility Study Report was presented to the HLPG at its meeting on 26 June 2008. The Group accepted the report and decided *inter alia* to:

- Initiate the follow-up of the FABEC programme based on the Feasibility Study Report
- Task the new project organisation with the development of the first benefits and with the implementation of the FABEC roadmap
- Establish the new structures and to organise and allocate the necessary resources in an efficient way

The HLPG furthermore agreed to the proposed organisation of the project, the FABEC roadmap, short-term priorities and first benefits.

All decisions are contained in Annex 1.

1.3 Project Scope

The project scope comprises common tasks and tasks dedicated to States or to civil-military ANSPs which were identified in the Feasibility Study. They may be supplemented by tasks emerging during the execution of the implementation project.

1.3.1 States tasks:

- States agreement
- Supplementary institutional framework as needed (including agreement between supervisory units)
- Liability regime
- Charging regime, including convergence scheme
- Supervision in FABEC
- Development of Civil-military cooperation model

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- Harmonization of rules and procedures, common set of rules, where appropriate
- Synchronization of activities with project progress
- Ensuring cross-border service provision, including joint designation of ANSPs in due time

1.3.2 Civil and military ANSPs tasks:

- Implementation of identified first benefits by 2013
- Initial development for implementation of identified improvements by 2018
- Further studies resulting from the FSR phase
- Agreement on civil-military airspace design and use
- Implementation of improved civil-military cooperation
- ANSP agreement on cooperation
- Social dialogue, staff buy in
- FABEC Management Structure

1.3.3 Common tasks:

- Internal and external Communication
- Stakeholder meetings
- Monitoring of project activities
- Performance management

1.4 Project Principles

For the conduct of the FABEC implementation project, the following principles will be applied:

The FABEC project is one single project and involves States (civil and military authorities) and Civil and Military ANSPs.

Coordination and information exchange will be done at all levels of the project structure.

The different elements of the project organisation structure are "open" for both States and ANSPs representatives.

While the FABEC project is one single project, its structure will be built on 3 pillars to ensure a clear and consistent allocation of responsibilities and accountabilities in respect of States Tasks, ANSP Tasks and Tasks where support from States and ANSPs is required. This classification will allow different Task Forces (TFs) to be defined and to determine on a case by case basis to which of the 3 pillars of the project structure the TF should belong.

TFs are managed in a matrix with the ANSP Organisation and the States Organisation. This means in practice that these structures provide expert resources to populate Task Forces.

For meeting documents of project units and minutes/action sheets and templates will be used as detailed in the Project Management Plan (PMP).

ANSPs will be consulted on deliverables developed by States and vice versa.

Deliverables will be approved by a FAB supervisory function established by the States, as and when required. Once an implementation deliverable is finalised, it leaves the project

structure and is delivered to the standing organisations (either of the States or of the ANSPs) for implementation.

1.5 Strategic Plan for FABEC Implementation

The execution of the Implementation project will be based on a five-to-ten year Strategic Plan issued by the High Level Implementation Board (HLIB). The plan describes at a strategic level the long-term ambitions, scope and content of the FABEC project and gives political and strategic guidance to project units. The Strategic Plan undergoes a yearly review and is the basis of work plans.

The planning cycle for the plans is contained in Annex 2.

1.6 Assumptions

The project will be based on some major assumptions which have a direct influence on meeting the FABEC performance targets, the implementation of improvements and their desired success:

- The current developments in the worldwide air transport market indicate that the growth in air traffic will not match the forecast due to rising costs for fuel and living.
- FABEC performance targets will be stable for the time being
- Agreement is reached on civil-military airspace design and use
- An adequate institutional and legal framework for all partners is established

1.7 Enablers, Critical Success Factors and Major Risks

During the implementation phase, enablers and critical factors are pertinent to the overall success and acceptance of the project or parts thereof. The absence of an enabler or the failure of a critical success factor will cause a major risk for the project. An initial risk matrix will be part of the Project Management Plan.

Enablers

- High level commitment of States and ANSP
- States agreement
- Institutional and legal framework for all partners
- FABEC charging regime
- Liability regime
- ATS delegation
- Regulatory harmonization
- Institutional cooperation at supervisory level
- ANSP cooperation agreement
- Effective social dialogue and support by staff and unions

Critical success factors

- Efficient Project Management by States and ANSPs
- Synchronization of deliverables of States and ANSPs
- Sufficient resources (staff and financial) from States and ANSPs
- Compatibility with SES
- Alignment with SESAR and related implementation packages
- Timely approval of deliverables by FAB supervisory function as required
- Different implementation speeds at ANSP level, convergence plan
- Adequate civil-military cooperation and agreement in airspace design and use
- Interfaces with adjacent FABs and States
- Positive Cost-Benefit Analysis (CBA) of improvements
- Demonstration of first benefits to airspace users
- Internal and external communications

1.8 Social dialogue

Social dialogue is a key ANSP contributor to the successful implementation of the FABEC and this regardless of the chosen cooperation model (contractual cooperation, integration, consolidation). Therefore an efficient and structured social dialogue is absolutely necessary for the success of the project.

Already existing transnational social dialogue models including, for example, that of the European works council and the guidelines defined and agreed upon will be used as guidelines, particularly principles agreed in the 2004 Palermo conference.

As social dialogue is a prime task of the ANSPs it is their task to define a clear framework for the social dialogue and to inform States. Clear guidelines are needed in particular for determination of staff representation, levels of involvement (information, consultation, agreement) and allocated facilities and resources for employee organisations.

Framework and guidelines are contained in Annex 3.

This social dialogue is without prejudice to stakeholder information and consultation by the States and ANSPs (see 1.9 below and 3.2)

1.9 Stakeholder Consultation

A strong and target-group oriented stakeholder consultation is identified as a key factor for the success of the FABEC project. In order to assure continuous support and acceptance by all relevant stakeholders, an extensive information exchange on different levels and in different domains shall take place with interest groups like:

 IATA, AEA, ERA, ELFAA, ACI and, on a national basis, with main domestic air carriers and airports.

This consultation process shall ensure that the needs and requirements of the different stakeholders are taken into account in the project. The consultation will be dialogue-oriented enabling stakeholders to bring in their expectations and advice.

The consultation is part of the overall communication process. Communication for FABEC is defined as a common communication. It combines and integrates as an overall process the communication needs of the States organisation, the project organisation and the ANSP organisation. The principles of communication and the different actions to be taken will be defined in a Communication Plan.

More details on communication are contained in chapter 4.

1.10 FABEC Performance Management

The main objective of FABs is to provide added value to the airspace users.

Therefore the development of FABEC has been performance-driven from beginning. ANSPs have developed operational quantified performance targets which were used in the feasibility study. Aspirational goals have been laid down per performance area in the States Declaration of Intent. The ultimate goal of the FABEC implementation project is to achieve at least the performance targets.

The FABEC performance areas are compliant with SES and take into account the SESAR programme. Together with the other European FAB initiatives, FABEC will contribute to the achievement of SESAR performance targets.

The individual contribution of each FABEC ANSP to each of the FABEC performance areas shall be determined by the ANSP Organisation.

A convergence plan shall be developed in order to synchronize the implementation of improvements by the ANSPs.

States and ANSPs will have to monitor and review the possibilities and processes to achieve the performance targets and thus will develop a Performance Monitoring function.

During the Feasibility Study Phase performance targets were developed and agreed to give guidance to the experts. The Feasibility Study Report shows that these performance targets can be reached by implementing the proposals described in the study and under the assumptions made in the cost-benefit-analysis (interest rates, traffic growth). Having this positive result in mind, the States expressed their wish to develop aspirational goals (Declaration of Intent, Annex 1). During the FABEC Implementation Project States, Military and ANSPs have to consider if and how they can reach the aspirational goals jointly and how these can be transferred into a common performance management process. In the future, the performance targets may be adjusted on a regular basis reflecting future external developments (traffic growth, economic developments etc).

The performance targets and the aspirational goals are contained in Annex 4.

1.11 General overview of Project Phases and Steps

The overall project starts in November 2008 and extends over a period of 10 years. The Project Charter and the Project Management Plan will initially cover the first project phase until 2013. Both documents are to be updated for the second phase 2013 to 2018. Over time

the project will address how the successive steps of the implementation phase are taking place. This is a continuous process marked by a yearly update of the work plan. Deliverables will be implemented as soon as they are agreed by the HLIB. At today's stage of the project it is not possible to decide how and when all project work will be finished. Continuation of the project beyond 2018 will need HLIB approval.

See also Annex 2.

1.12 Reporting

An effective reporting scheme will be used throughout the project. The reporting scheme will provide project management bodies with up-to-date information on project status and progress. This information will enable project management bodies to timely undertake action where needed, to offer guidance where needed and to do proper decision-making. HLIB, FPSG and Project Manager (PM) information requirements are included in the Project Quality Management System which supports the PMP. Reports shall follow standard templates. The reporting scheme will give an insight into project risk and mitigation. The latter will be managed with a specific register.

Reporting to the European Commission is taken care of by the States.

1.13 Reference Material

The implementation project is mainly based on the following documents:

- States Declaration of Intent (DoI)
- States FABEC aspirational goals
- SES documents relevant to FABs
- FABEC ANSPs quantified performance targets
- Decisions and recommendations of the High Level Policy Group dated 26 June 2008 (see Annex 1)
- Feasibility Study Report (FSR) V 2.0 and associated deliverables of working groups

All pertinent reference documents are listed in Annex 5.

2 Project Description

2.1 Project Documents

The conduct of the implementation project (see details in chapter 3 below) will follow instructions and guidelines which are contained in documents approved either by the States or the project bodies (HLIB, FPSG or PMO). These documents are:

- ANSP agreement for the conduct of the project
- ANSP cooperation agreement (to be concluded 2010/2011)
- HLIB Strategic Plan
- Project Charter

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- Project Management Plan (incl. *inter alia* Implementation Plan, Quality Management Plan, Risk Management Plan)
- Terms of Reference (ToR) of project bodies and Task Forces

Furthermore, the States and ANSP organisations will publish documents and ToRs for their structures, e.g.: ToRs for ANSP Strategic Board (ASB), ANSP Working Group and 6 States Working Group (SWG).

2.2 General approach

The first phase of the implementation project will cover a period of 5 years until 2013 and is dedicated to the implementation of benefits identified in the Feasibility Study report and to the development of items which have a time horizon exceeding the initial period of 5 years.

As an agreed preliminary first step the ANSPs formally agreed to start 7 Task Forces without awaiting the full setup of the project organisation needed for the implementation phase. These TFs will be integrated into the project organisation.

The Project Charter as well as the Project Management Plan will be reviewed periodically to deal with for the second phase: the implementation of long-term improvements by 2018.

A general roadmap for phases 1 and 2 is attached as Annex 6

The Project Management Office (PMO) will develop a detailed work plan with milestones for project overview, monitoring and assessment thus enabling decision bodies to track the project progress. Before submitting to project decision bodies, a "ready to implement" deliverable shall be passed through a FABEC supervisory process as required.

After approval by the HLIB the deliverable will be handed over to the States or ANSP organisation for implementation. The implementation progress shall be reported regularly by States and ANSPs to the FPSG and HLIB.

2.3 Main Deliverables

The expected deliverables are directly deduced from the tasks as laid down in paragraph 1.3 above.

Since the overall target of the project is to provide added value to airspace users, the main focus until 2013 or earlier shall be on the implementation of priority improvements related to airspace design and use, improved civil-military cooperation, States/ANSPs enablers, systems and services.

The aim is to offer improved services in the FABEC area at lower cost and higher flight efficiency as soon as possible.

Furthermore, all preliminary investigations, studies and arrangements shall be made to allow the full implementation of all agreed improvements by 2018.

The FABEC Strategic Plan together with the PMO Implementation Plan will provide necessary guidance.

A general overview with implementation milestones is shown in Annex 6.

2.4 Expected Benefits

In general the expected benefits are determined by the FABEC performance targets of the States and ANSPs. Before submitting a deliverable to project decision bodies, an assessment by the PMO shall determine the contribution to the related performance target as applicable.

2.5 Project Cooperation/Coordination

Principles for internal project cooperation and coordination are laid down in paragraph 1.4, Project Principles.

A culture of transparency, trustfulness, openness and efficient relations between all involved partners is a prerequisite for the successful realization of the project.

For the implementation of improvements especially in airspace design and use as well as CNS/ATM systems, coordination and cooperation with neighbouring FABs (States and ANSPs) will be necessary to assure convergence of FABEC measures with measures planned by the different FABs.

Therefore FABEC measures will be assessed on their impact on surrounding FABs and the required level of cooperation.

UK DFT and NATS are invited to participate in the project as cooperative partners.

Coordination with the developments emerging from SESAR and Eurocontrol programs is required to align FABEC with other related European activities for the establishment of a Single European Sky.

Social dialogue is covered in chapter 1.8.

2.6 Decision Criteria for deliverables ready for implementation

The implementation of a project deliverable will be decided by the HLIB taking into account the following main criteria:

- Strategic fit for FABEC
- Political acceptance
- ANSP acceptance
- States and ANSP enablers are in place
- Approval of FABEC supervisory function obtained (as required)
- Results of social dialogue
- Quantitative contribution to performance target or area, added value
- Compliance with SES and SESAR
- Convergence plan for implementation by all partners involved is established
- Acceptance by airspace users
- Identified risks properly mitigated

The above criteria shall be used likewise by the PMO and FPSG when assessing deliverables.

2.7 Individual ANSP Contribution to Performance Targets

Before being passed on to the FPSG for endorsement, ANSPs shall assess the impact of deliverables on their organisation and achieve a balancing of contributions to each of the performance targets. The determination of the contribution shall be accomplished by mutual agreement in the ANSP Strategic Board (ASB).

3 Project Organisation

3.1 Structure

A structure is agreed by HLPG/7 for the FABEC implementation phase. A graphical presentation of this structure is depicted in Annex 7. There are 3 different pillars:

Pillar 1: a States Organisation

 Typical responsibilities (not exhaustive): Dol, States Agreement, Charging Regime, Liability, FAB performance goals, Priority Rules, Certification, etc.

Pillar 2: a Project Organisation

 Typical responsibilities (not exhaustive): development of deliverables for improvements defined during the detailed feasibility study

Pillar 3: an ANSP Organisation

 Typical responsibilities (not exhaustive): "implement operational deliverables" of the FABEC project to meet the agreed Performance Framework

The following paragraphs are dedicated to the Project Organisation.

3.2 Project bodies and responsibilities

The project organisation consists of the following decision and management bodies:

High Level Implementation Board (HLIB)

The High Level Implementation Board (HLIB) bears the overall responsibility to organize the implementation of the FABEC project.

Based on the FABEC Strategic Plan and the FABEC Performance Framework, the HLIB will take timely decisions, will give directions and appropriate guidance to the FAB Project Steering Group (FPSG), to the Communication Cell (Com Cell), to the Stakeholder Advisory Group (SAG) and to the Program Management Office (PMO) to enable an effective conduct of work.

HLIB deliberations will take into account decisions from the States Strategic Board (SSB) and the decisions and contributions from the ANSP Strategic Board (ASB).

HLIB will not take decisions that are the responsibility of the SSB or the ASB.

The HLIB is supported by the FPSG, the Com Cell and the PMO.

The HLIB is chaired by the States and composed of the DGs of Civil Aviation and High-level Military Authority representatives from the six States, DG Eurocontrol and the CEOs of the civil and military ANSPs.

DG UK DFT and CEO NATS are invited as cooperative partners.

Communication Cell (CC)

The CC is responsible for the development, planning and execution of all strategic communication steps. This includes the planning and execution of the consultation process with all relevant stakeholders according to the FABEC strategy. A strong coordination with the ANSP Strategic Board steering the social dialogue is foreseen. The successful delivery of communications is ultimately the responsibility of the Chairman of the HLIB. The group consists of States and ANSP members.

Stakeholder Advisory Group (SAG)

States and ANSPs, assisted by the Communication Cell, the FPSG and PMO, will regularly inform and consult stakeholders on the project progress and results.

FABEC Project Steering Group (FPSG)

Based on the strategy and decisions of the High Level Implementation Board (HLIB), the FAB Project Steering Group (FPSG) gives directions to the Project Management Office (PMO). The FPSG oversees and evaluates the contribution of each project deliverable to achieve the FABEC performance targets. It will support an effective conduct of work through decisions and appropriate guidance.

The FPSG will exchange information with the 6 States Working Group of the States Organisation and coordinate with the ANSP Working Group of the ANSP Organisation.

The FAB Project Steering Group regularly reports to the HLIB and prepares documents, decisions and recommendations for the HLIB.

The FAB Project Steering Group is chaired by the ANSPs and composed of representatives from the States and the civil and military ANSPs.

UK DFT and NATS will be represented as cooperative partners.

Project Management Office (PMO)

The PMO is headed by an ANSP Project Manager and responsible for the management of the FABEC project. This responsibility includes the planning and coordination of a Project Management Plan and a Work Plan. The PMO coordinates, supports and monitors progress

in different Task Forces (TFs). The PMO identifies, initiates and if accepted manages new tasks as and when required in the light of FABEC evolutions. The PMO executes the day-to-day management of the overall FABEC programme. The PMO assures conformance of FABEC plans with international developments.

The Project Manager receives guidance from and reports to the FPSG.

The PMO will make use of allocated resources and of resources made available by the States Organisation and the ANSPs Organisation through a matrix structure. If resources to support the PMO cannot be delivered from the matrix structure, then the PMO will obtain external resources or find another solution.

Task Forces (TFs)

Multidisciplinary Task Forces manned by ANSPs and where required augmented by State representatives are responsible for developing deliverables for the implementation of agreed FABEC improvements. The leadership of the TFs will be balanced between the different partners. Heads of TFs report to the Project Manager.

Terms of Reference for HLIB, CC, FPSG and PMO are attached in Annex 8.

3.3 Decision Making

Decision making at TF, PMO and FPSG level will be by consensus. If no consensus can be obtained the next higher project body will be asked to decide. In case of persisting divergence in the HLIB, the Chairman will settle the dispute.

3.4 Resources and Project Facilities

The FABEC partners are responsible for timely allocating sufficient skilled resources in sufficient numbers according to the agreed work plan.

The PMO will propose a yearly budget. Belgocontrol will act as Contracting Authority for the project. Procurement Management will be done as defined in a Contract between the ANSPs. The PMO shall periodically report on budget consumption.

The support required from the ANSP hosting the PMO is described in the PMP.

The financing of the FABEC project is done by the ANSPs and laid down in a Contract between the ANSPs.

Annex 9 shows the overall calculation.

4 Communication

To support the success of the FABEC, an open and proactive communication and consultation process is foreseen. Therefore the Communication Cell will develop a professional communication plan which combines and includes all necessary measures to be taken. This also includes the planning and execution of the consultation process with all relevant stakeholders (customers, staff, other FABs etc.) based on the knowledge of the experts and according to the FABEC strategy. A close coordination with the social dialogue steered by the ANSP Strategic Board is foreseen.

The communication plan includes a mix of communication measures like

- Events (Stakeholder Forum, Financial Round Table, Stakeholder Advisory Board etc.)
- Print and electronic information (newsletter, brochures, website etc.)
- Representation events (booth at the ATC Global, presentations etc.)
- A common graphic identity (logo etc.)
- Social activities for the "FABEC staff".

The Communication Cell is responsible for the development, planning and execution of all strategic communication steps. The successful delivery of communications is the responsibility of the Chairman of the HLIB.

5 Annexes

The following Annexes are attached to the Project Charter and can be updated when required:

- 1. HLPG/7 Decisions and Recommendations
- 2. Planning Cycle of the Strategic Plan and the Work Plan
- 3. Social Dialogue
- 4. States FABEC aspirational Goals; ANSPs FABEC Performance Targets
- Reference Material
- 6. FABEC Roadmap
- 7. FABEC Project Structure
- 8. Terms of References V 1.0 of HLIB, FPSG, PMO and CC
- 9. Project Resources
- 10. Abbreviations

Annex 1: HLPG/7 Decisions and Recommendations

Overall

- Accepted the Feasibility Study Report, its conclusions and the proposed high level roadmap;
- Decided on the initiation of the follow-up of the FABEC programme, based on the Feasibility Study Report;
- Agreed to discharge the project structure and project members of the feasibility study phase and establish the new structures and to organise and allocate the necessary resources in an efficient way:
- Invited the States to take the necessary steps to develop the institutional and regulatory measures to enable the FABEC Roadmap;
- Invited the States to sign a Declaration of Intent by 18 November, as a first step towards a States' agreement;
- Invited the Air Navigation Service Providers (civil and military) to come to cooperation agreements necessary for the implementation of FABEC;
- Tasked the new project organisation with the development of the first benefits, and with implementation of the FABEC roadmap;
- Noted that there are a number of actions, jointly agreed by the CEOs that will be initiated in anticipation of the formal approval of the implementation plan by the HLIB.

Feasibility Study

HLPG concluded that FABEC is feasible and necessary

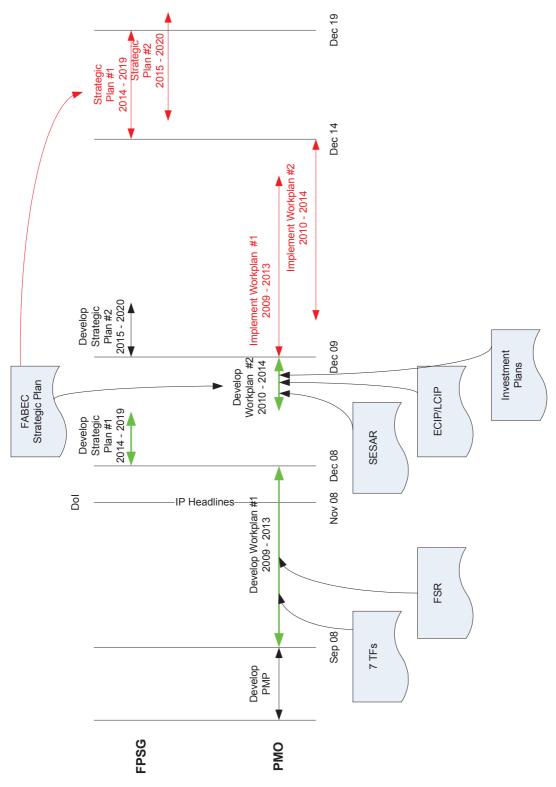
Roadmap, Short term Priorities and first Benefits

- HLPG agreed with the proposed definition of First Benefits.
- HLPG agreed with the list of First Benefits.
- HLPG agreed with the needed (States and ANSPs) enablers to support the implementation of the identified First Benefits.
- HLPG agreed that these First Benefits initiatives are managed through the FABEC Project Organisation and are used as reference to develop the Project Management Plan.

Project Organisation

- Taking into account the amendments, HLPG endorsed the structure as proposed.
- This document will be used as reference when developing the Project Charter for the FABEC Implementation Phase.

Annex 2: Planning Cycle of the Strategic Plan and the Work Plan



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Annex I: Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC

Annex 3: Social Dialogue

1. Framework and guidelines for social dialogue

The following principles will be followed for FABEC social dialogue:

Information

A proper, transparent and information of equal quality will have to be delivered to the social partners at all levels.

Early involvement of social partners

Social partners will be early involved in FABEC implementation works and decisions.

This early involvement will increase their understanding of the decision taken by the States and will have a positive effect as regards their acceptance of the States' decision.

Respect for current social dialogue processes

In all FABEC ANSPs social partners and bodies are organised on a national level. They play an important role in all issues relating to working conditions.

ANSPs' social dialogue mechanisms, roles and structures are linked to national boundaries and therefore a significant number of differences exist between ANSPs. Each social partner throughout the different ANSPs has also its proper well identified authorities and powers, leading to important differences in the level of involvement.

All ANSPs will also have to comply with their proper obligations (national laws, national regulations, ANSPs' related practices) regarding social dialogue and involvement of employee representatives.

This diversity needs to be taken into account when defining the social dialogue process for FABEC implementation.

Representation and organisation

Social dialogue will only be efficient and structured if the number of participating social partners is limited.

Therefore the numerous ANSP's social partners existing in FABEC countries will have to organise themselves and identify the employee representations that are properly mandated to represent the interests of the ANSPs' employees.

Levels of involvement

The levels of involvement of the social partners will depend on the chosen cooperation model.

Harmonisation of the levels of involvement between the different ANSPs will be sought as far as realistically possible. This will "simplify" the FABEC social dialogue process and also make it more clear and structured for both the social partners and the ANSPs.

Facilities and resources

Social partners request facilities and resources from the FABEC implementation project including travel costs for employee representatives.

The rules and regulations regarding the need for facilities and resources of the different FABEC States will be looked into and harmonised to the extent possible in order to minimise differences between the employee organisations.

2. Cooperation models and social dialogue

Three FABEC cooperation models were identified during the feasibility study: the contractual cooperation, the integration (Alliance) and the consolidation model (single ANSP).

The definition of a social dialogue process for FABEC implementation is strongly linked to the cooperation model chosen. The contractual cooperation model will require few adjustments to present social dialogue processes. On the other hand, integration and consolidation models are expected to bring deep changes.

Only a step by step approach will ensure successful preparation and implementation of an appropriate and common social dialogue process within the chosen FABEC cooperation model (especially for integration and consolidation models). Therefore, during a transition phase, it is expected to work with coexisting social dialogue processes.

Regardless of the chosen cooperation model, FABEC ANSPs will provide for a common communication approach in order to deliver a coordinated and clear message to all social partners across the FABEC. This approach will avoid confusion and misuse of information.

3. Step by step approach

In the initial step of the implementation phase, the processes applied during the feasibility study phase will be continued with the aim to reinforce the involvement of the social partners and increase the quality of this dialogue. The staff representative bodies considered at FABEC level in this initial step are IFATCA, IFATSEA, ETF and ATCEUC.

These staff representative bodies will be:

- informed on the progress of the project by regular contacts between the ANSP WG supported by Taskforces leaders, and representatives from these bodies.
- given opportunity to actively bring suggestions to the table and influence the decision making during contacts between CEOs and their leaders.

In order to guarantee the required social partner consultation prior to implementation of project deliverables, a more formalized social dialogue is needed in the appropriate timeframe. The development of this social dialogue framework shall be conducted by the ANSP HR standing committee.

The principles of this structured social dialogue shall be developed taking into account the FABEC staff representative bodies which might be created.

Annex 4a: FABEC aspirational Goals (Annex 1 to Declaration of Intent)

Approved by Director Generals of Civil Aviation and Military Authorities of the six States

To express their ambitions and to show their commitment towards the achievement of European goals for the ATM sector, the signatories formulated high level aspirational goals. The possibility to achieve these aspirational goals will be assessed and monitored on an annual basis. For this purpose performance targets will be developed. In addition, the signatories will work with their ANSPs to realize quick wins in the FABEC airspace.

Safety

FABEC development shall take all efforts necessary to ensure an improved safety level. Despite the civil traffic growth the current absolute number of ANS induced accidents and risk bearing incidents shall not increase or will even decrease.

Capacity

FABEC development should offer an airspace capacity allowing to satisfy the demand of increased civil air traffic in the range of 50% from 2005 to 2018 taking into account the currently agreed delay target of max 1 min per flight and taking into account the military needs.

Cost effectiveness

Given expected levels of growth FABEC development and other European programmes should, over the next 10 years, enable an overall reduction of a quarter in real average unit costs. On the military side, a decrease in ATM cost shall be realised.

Flight efficiency

FABEC development shall significantly contribute to improve the flight efficiency by improvements of routes, flight profiles and distances flown.

Environment

FABEC development shall reduce considerably the impact per flight on environment through improvements of routes, flight profiles and distances flown, in line with broader European programmes.

Military mission effectiveness

FABEC development should significantly contribute to improve military mission effectiveness by improvements of training capabilities and readiness postures as required by States. When the military missions need to be segregated, FABEC initiatives will allow them to be realized in suitable areas while keeping reasonable distances from airbases.

Annex 4b: Performance Targets (Feasibility Study Report)

Safety:

The FAB EC development shall take all efforts necessary to ensure an improved safety level. This means that, despite the traffic growth the current absolute number of ANS induced accidents and risk bearing incidents shall not increase or will even decrease.

- Environment:

The FAB EC development shall contribute to reduce the impact on environment by improvements of routes, flight profiles and distances flown.

- Capacity:

Develop the airspace capacity so as to meet the demand of increased air traffic in the range of 50% for 2018 based on Eurocontrol STATFOR forecast¹, taking into account the current agreed delay target of 1 minute per flight.

Cost Effectiveness:

Within FAB EC the expected 50% increase of traffic by 2018 shall not result in more than 25% increase of total cost based on current rules of cost recovery (leading to a 17% reduction of the real en route unit cost²).

- Flight Efficiency:

The FAB EC development shall significantly contribute to improve the flight efficiency by improvements of routes, flight profiles and distances flown. The target will be a reduction in the FAB EC area in the average route extension per flight of two kilometers per annum until 2010³, increasing to an accumulated total of 10 Km by 2018.

¹ EUROCONTROL STATFOR Medium Term Forecast 2007 - 2013

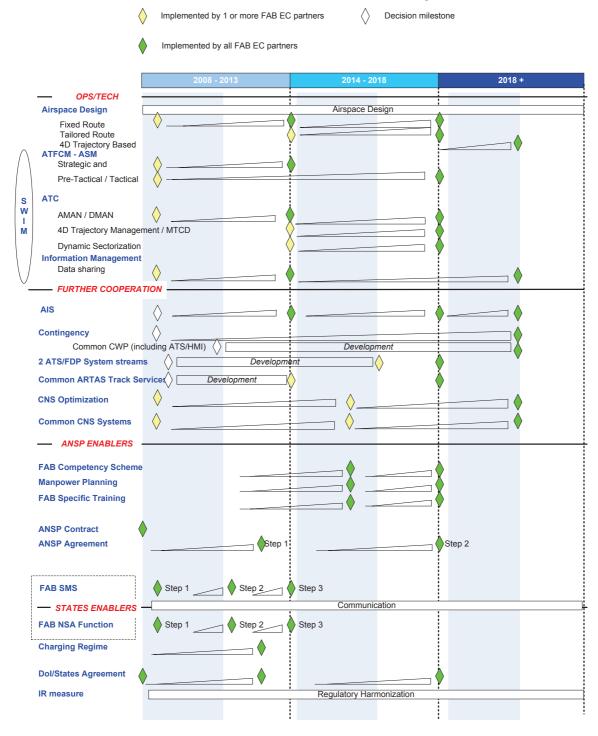
² Performance Review Report 2006, Chapter 8.2.1

³ PC/07/27/3, Agenda Item 9 Report of the PRC: Agreement item e. on Flight-efficiency

Annex 5: Reference Material

- 1. States Declaration of Intent (DoI)
- 2. States FABEC aspirational goals, Annex to Dol
- 3. High Level Policy Group/7, Decisions and Recommendations
- 4. Feasibility Study Report V 2.0 and related Deliverables of Working Groups
- 5. FABEC the 6 States strategic Objectives, FABEC Development until 2020 V 3.0
- 6. A FABEC View on strategic Directions, 7 ANSP Position Paper V 5.3
- 7. Project Organisation FABEC Implementation Phase V 5.1
- 8. Roadmap, Short term Priorities and first Benefits V 3.0
- 9. SES documents relevant to FABs
- 10. SESAR Documents and Implementation Packages
- 11. Eurocontrol Documents related to FAB i.a. PRC FAB Report

Annex 6: FABEC Roadmap



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Annex I: Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC

States Organization Strategic Level **ANSPs Organization Project Organization** Regulation / Oversight Operations ANSP States Strategic Plan Stakeholder Communication Advisory Group Coordination 6 States WG FAB Project SG ANSP WG Project Level 6 States Project Management Office Secretariat OPS Directors PMP iverable Deliverab TECH Directors TF n+1 TF1 TF2 TF3 TF n TF m Safety Directors States Airspace Design HR Directors Matrix Financial Legal Directors Mil CG Body n NSA ---- Oversight Governed by Governed by ANSP Cooperation FAB Project Charter Agreement

Annex 7: FABEC Structure – Implementation Phase

Annex 8: Terms of Reference dated 18 September 2008

- High level Implementation Board (HLIB) V 1.0
- Communication Cell (CC) V 1.0
- FABEC Project Steering Group (FPSG) V 1.0
- Project Management Office (PMO) V 1.0

TOR – High level Implementation Board (HLIB)

General

The High Level Implementation Board (HLIB) bears the overall responsibility to organize the implementation of the FABEC project.

Based on the FABEC Strategic Plan and the FABEC Performance Framework, the HLIB will take timely decisions, will give directions and appropriate guidance to the FAB Project Steering Group (FPSG), to the Communication Cell (Com Cell), to the Stakeholder Advisory Group (SAG) and to the Program Management office (PMO) to enable an effective conduct of work.

HLIB deliberations will take into account decisions from the States Strategic Board (SSB) and the decisions and contributions from the ANSP Strategic Board (ASB).

HLIB will not take decisions that are the responsibility of the SSB or the ASB.

The HLIB is supported by the FPSG, the Com Cell and the PMO.

Responsibilities

The HLIB

- 1. Approves the FABEC Strategic Plan and the FABEC Performance Framework
- 2. Gives directions and guidance to the FPSG and the PMO in close coordination with CM FPSG and to the Com Cell and the SAG.
- 3. Approves the Project Charter
- 4. Approves the Project Management Plan (PMP) and the Working Plan (WP)
- 5. Approves the Terms of Reference for Com Cell, SAG, FPSG and PMO
- 6. Steers the project via the FPSG and the Communication Cell (Com cell)
- 7. Decides on project issues and deliverables
- 8. Decides on arrangements for the provisional and permanent governance of FABEC
- 9. Decides on the Communication Plan and Strategy
- 10. Decides on stakeholder consultation workshops and information meetings
- 11. Sets priorities and monitors the implementation of improvements defined during the detailed feasibility study
- 12. Ensures adequate liaison and coordination with adjacent FABs to establish optimum solutions for interface problems
- 13. Takes additional actions as deemed necessary

Resources

Secretary to HLIB will prepare and organize HLIB meetings and will be supported by the FPSG and the PMO.

Close coordination will be ensured between Secretary HLIB and Project Manager, Chairman FPSG, Chairman ANSP WG and Chairman 6-States WG.

The Secretariat should be provided by the same country as the Chairman. The country of residence of the Secretariat incurs the expenses for it.

Membership and Meetings

The High Level Implementation Board (HLIB) is chaired by the States.

The Chairman of SSB is also the Chairman of HLIB. The Vice-Chairman of SSB is also Vice-Chairman of HLIB.

The HLIB is composed of the DGs of Civil Aviation and High-level Military Authority representatives from the six States, DG Eurocontrol and the CEOs of the civil and military ANSPs.

UK DGCA and CEO NATS are invited as cooperative partners.

The Chairman has the right to invite observers as deemed necessary.

Meetings will be organized according to requirements between 4 and 6 times a year. The working language is English.

In principle the HLIB meetings will be held at Eurocontrol Headquarters, Brussels.

The agenda shall be available at least 15 workdays before the meeting. Papers shall be available at least 10 workdays before the meeting. Minutes will be drafted summarizing the results of HLIB meetings and distributed within 5 workdays. All papers will be presented following standard PMP templates.

Decision Making

Decisions applicable for all partners will be achieved by consensus. In case of persisting divergence, the Chairman will settle the dispute.

TOR – Communication Cell (CC)

To ensure the success of the FABEC a proactive communication and consultation process is foreseen. Therefore the Communication Cell has to develop a professional communication plan which combines and includes all necessary measures to be taken. The CC is responsible for the development, planning and execution of all strategic communication steps. This also includes the planning and executing of the consultation process with all relevant stakeholders based on the knowledge of the experts and according to the FABEC strategy. A strong coordination with the social dialogue steered by the ANSP Strategic Board is foreseen. The successful delivery of communications is ultimately the responsibility of the Chairman of the HLIB.

Responsibilities

Within the above scope, the Communication Cell will

- directly support the HLIB.
- support the FAB Project Steering Group.
- o develop and execute an overall communication plan (internal, external and between the organisations).
- develop and execute a communication process of all stakeholders (incl. website, newsletter etc.).
- develop and execute a consultation process (incl. Stakeholder Advisory Board, stakeholder meetings etc.).
- o closely co-ordinate with the ASB to guarantee a harmonization with the social dialogue.
- o ensure that communication milestones are in line with the Project Management Plan.
- develop a graphic identity (Logo etc.).
- develop and execute active exchange and social activities for the FABEC staff to build up a common "spirit".
- actively support the communication aspects of the individual groups and task forces and to bring it in an integral perspective.
- o produce relevant and high quality communication outputs (written and events).
- advise on communication matters.

Membership

- Each ANSP and State delegate appoints at least one point of contact into the CC. They ensure that this activity is allocated sufficient priority within the parent organisation.
- The nominated members will be considered as the single focal point for all communicational matters within their organisation.
- The States and the ANSPs agree on the Chairman (CM) of the Communication Cell (CC).
- The Chairman will be proposed by the ANSPs. The Deputy Chairman (DCM) will be proposed by the States.
- Any member of the CC can bring in additional experts as needed to cover specific items of the agenda.

Resources

- The CC will be supported by a secretary.
- The CC has to develop and monitor a budget plan. The budget will be a part of the overall project budget.
- Each member provides the necessary support to the CC.
- The CC can rely on necessary expertise available within the different ANSPs or if necessary their subcontractors, as well as within the States.

Task sharing, reporting lines and working procedures

- The CM CC reports to the Chairman of the HLIB.
- To find a practical modus vivendi the decision making will be shared. Strategic decisions
 will be made by the HLIB. For daily ordinary business issues and in case of urgency the
 CM CC may address directly the CM HLIB and the CM ASB.
- The communication (and consultation) process (especially to the unions, the staff and the airspace users) will be closely linked to the existing ANSP-processes.
- The CC members provide support by hosting events, copywriting, translations, etc.
- Specialized functions (graphics, internet hosting etc.) will be outsourced.
- The CC will agree on the working method.
- The CC members will support the secretary by providing information, contacts, tabling agenda items, etc.
- The secretary will provide administrative support to the CC, including organising meetings, taking minutes, preparing and distributing discussion papers, coordinating responses, etc.

- The secretary will manage a database of contacts and documents for communication purposes (press releases, events, documents, etc).
- The secretary will make all final documents/charts available on the "OneSky online" extranet platform as necessary.

In addition the CM CC will

- ensure that the executive bodies are aware of the communications plan, strategy and activities undertaken
- be a standing member of the HLIB and the FPSG. He will have access to all other groups (ASB, PMO etc.).
- have access to all relevant documents.
- be the internal and external focal point for all communications activities of the FABEC.
- approve the final copy of communications outputs (press releases, brochures etc) after a consultation process within the CC.

Meetings

- The CC will meet at regular intervals to ensure that the approved Communication Plan will be implemented.
- Meetings will take place at the premises of the different CC members (rotation).

Communication

 Members will ensure that the results of the CC are communicated within their own organisation.

ToR - FABEC Project Steering Group (FPSG)

General

Based on the strategy and decisions of the High Level Implementation Board (HLIB) the FAB Project Steering Group (FPSG) gives directions to the Program Management Office (PMO). The FPSG oversees and evaluates the contribution of each project deliverable to achieve the FABEC performance targets. It will support an effective conduct of work through decisions and appropriate guidance.

The FPSG will exchange information with the 6 States Working Group of the States Organisation and coordinate with both, the Military Working Group and the ANSP Working Group of the ANSP Organisation.

The FAB Project Steering Group regularly reports to the HLIB and prepares documents, decisions and recommendations for the HLIB.

Responsibilities

The FPSG will

- 1. Give directions and guidance to the PMO
- 2. Monitor and assess the progress and results of the project
- 3. Report to the HLIB, support the HLIB with meeting documents and co-ordinate with the HLIB on further relevant issues as required
- 4. Decide on project issues needing HLIB attention
- 5. Prepare the Strategic Plan for approval by the HLIB
- 6. Distribute minutes and papers from FPSG activities
- 7. Endorse the TOR for the Project Management Office and define a reporting scheme (content and periodicity)
- 8. Assess the reports from the Project Management Office and decide on any upcoming issues
- 9. Endorse the Project Management Plan (PMP) and the Work Plan (WP)
- 10. Endorse the proposed deliverables based on PMO recommendations or submit proposals for decision by the HLIB
- 11. Prepare stakeholder consultation workshops and information meetings in support of the HLIB
- 12. Inform adjacent FABs about project activities and coordinate FABEC measures before implementation as required
- 13. Support the FABEC Communication Cell for internal and external communication
- 14. Assist in problem solving. Problems of a political nature will be submitted to the 6 States WG and the HLIB
- 15. Endorse the establishment of new Task Forces
- 16. Take additional actions as deemed necessary

In addition to the tasks above, the Chairman FPSG will:

- 1. Closely cooperate with the HLIB and the Project Manager
- 2. Support and coordinate with other bodies of the States organisation and the ANSP organisation
- 3. Report to the HLIB together with the Project Manager
- 4. Attend meetings of the ASB, the Stakeholder Advisory Group and the ANSP WG
- 5. Attend meetings of the States WG and PMO as appropriate
- 6. Present project status and activities together with the PM to international organisations and bodies as required

Resources

Secretarial and administrative support will be rendered by the parent ANSP of the Chairman FPSG.

Membership and Meetings

The FAB Project Steering Group is composed of representatives from the States and the civil and military ANSPs. Each member will nominate an alternate which can assure the continuity of the activities of the FPSG.

UK DFT and NATS will be represented as cooperative partners.

Members will be of the appropriate seniority and experience to represent their organisation. FABEC focal points of these organisations will be assigned. They will cover the full scope and responsibilities which fall under the merits of the Steering Group. Delegation and substitution (other than alternate for a member) will in principle not be used.

Meetings of the FPSG shall be synchronized with the HLIB. Meetings will be held with an agreed periodicity. Papers shall be available at least 10 workdays before the meeting. Minutes will be drafted summarizing the results of FPSG meetings and distributed within 5 workdays. All papers will be presented following standard PMP templates. Location of meetings shall be determined by the FPSG.

Decision Making

Decisions applicable for all partners will be achieved by consensus. In case of diverging positions the issue will be raised to the HLIB.

ToR - PROJECT MANAGEMENT OFFICE (PMO)

GENERAL

The PMO is responsible for the management of the FABEC project. This responsibility includes the planning and coordination of a Project Management Plan. The PMO coordinates, supports and monitors progress in different TFs (TFs). The PMO identifies, initiates and if accepted manages new tasks as and when required in the light of FABEC evolutions. The PMO executes the day-to-day management of the overall FABEC programme. The PMO assures conformance of FABEC plans with international developments.

The Project Manager receives guidance from and reports to the FPSG.

The method of working of the PMO is focused on three major principles:

- The PMO has to ensure the coherency of the project. It means that the PMO and each TF has to ensure the added value to all stakeholders (including the customers) of the FABEC project deliverables in order to contribute to the agreed FABEC performance targets.
- 2. The PMO has to guarantee the **cohesion** of the project. It means that each TF has a clear relationship towards the overall FABEC project and its performance framework. FABEC developments will be executed by correctly structuring and prioritizing deliverables and associated effort.
- 3. The PMO has to ensure the **modularity** of the developments. Modularity means that solutions will be looked for which take into account the different specificities of each participating ANSP.

RESPONSIBILITIES

In order to cover its scope of action, the PMO has the following responsibilities:

- Define the methodology of the project execution
- · Assure the coherence, cohesion and modularity of the TF
- Guide the change management process of the project
- Advise the specific groups of the project

In that context, the PMO shall i.a.:

- 1. Support the implementation of the FABEC project
- 2. Foster a culture of cooperation
- 3. Execute its work in accordance with the approved Project Charter
- 4. Contribute to the development of the FABEC Strategic Plan
- 5. Raise and prepare policy matters for the FPSG
- 6. Develop and maintain the Project Management Plan
- 7. Develop and maintain (yearly review) a 5-year integrated Work plan
- 8. Manage the development of the FABEC project deliverables and the execution of the Project Management Plan

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- 9. Develop and maintain Project Quality Management support
- 10. Manage risk within the project and propose mitigation
- 11. Manage the safety case of the FABEC project
- 12. Assure that the deliverables contribute to the agreed FABEC performance targets
- 13. Maintain configuration control of the project documentation and the project points of contact list
- 14. Publish papers on the OneSky website after receiving the appropriate authorization
- 15. Maintain a project documentation database accessible for all project points of contact
- 16. Transfer project deliverables to the States Organisation or the ANSPs Organisation and support the coordination with the NSA function where required
- 17. Report to the FPSG and when requested to any other body involved with FABEC on progress of the FABEC project
- 18. Support the FPSG and any other body from the States Organisation and the ANSPs Organisation and coordinate as required
- 19. Closely coordinate with the 6-States WG and the ANSP WG
- 20. Support the HLIB
- 21. Support the Communication Cell for internal and external communications
- 22. Support activities with internal and external stakeholders (including airspace users and social partners)
- 23. Support interface activities with neighboring FABs and ANSPs
- 24. Propose and establish Project Organisation TFs once approved
- 25. Monitor activities executed by the Project Organisation TFs
- 26. Participate in activities of Project Organisation TFs as deemed necessary
- 27. Coordinate between Project Organisation TFs
- 28. Follow SES and EUROCONTROL developments and activities related to FAB
- 29. Follow SESAR developments and assess coherency of the PMP
- 30. Take into account ECIP, LCIPs, investment plans and ongoing cooperation initiatives when developing the FABEC work plan
- 31. Provide project secretarial support
- 32. Provide external support to TFs where appropriate
- 33. Support the host ANSP in negotiating contracts and honoring contractual commitments for additional work
- 34. Submit yearly PMO resource requirements for approval
- 35. Make a yearly budget proposal and execute the daily management of the budget

In addition to these responsibilities, the Project Manager:

- 1. is responsible towards the FPSG for the correct execution of the FABEC project work plan
- 2. reports to the FPSG on the FABEC project
- 3. reports to the CEO of the ANSP hosting the PMO for host ANSP requirements
- 4. reports administratively to the CEO detaching the Project Manager
- 5. reports to the ASB on budget consumption
- 6. closely cooperates with the FPSG, the Communication Cell, the 6-States WG, the ANSP WG and the ANSP Organisation Bodies

- 7. attends meetings of the FPSG, the HLIB, the ASB, the ANSP WG and the Stakeholder Advisory Group
- 8. determines the working arrangements necessary for the proper performance of the PMO

RESOURCES

- 1. The PMO will make use of allocated resources and of resources made available by the States Organisation and the ANSPs Organisation through a matrix structure
- 2. Allocated resources consist of permanent staff and part-time staff
- 3. If resource to support the PMO can not be delivered from the matrix structure, then the PMO will obtain external resources or any other solution.
- 4. The PMO receives finance advise, contractual and legal support from the host ANSP
- 5. The PMO receives facilities, office supplies, telecommunication assets and IT support from the host ANSP
- 6. The PMO manages its assigned budget in accordance with the rules of the host ANSP to manage its day-to-day activities and to obtain external resources
- 7. The PMO is able to call upon experts from the States or ANSPs to discuss specific items. Where possible, these experts are member of the PMO.

MEMBERSHIP AND MEETINGS

The FAB PMO has permanent and non-permanent members. Permanent members are the Project Manager, the Deputy Project Managers, the Head of Secretariat / Project Quality Coordinator and the Secretary. Non-permanent members are the Safety expert and other experts (OPS, TECH, HR, FIN, and IR if not covered by TF leaders). TF leaders and Deputy TF leaders also belong to the PMO. The ANSP hosting the PMO provides financial, contractual and legal support to the PMO. States and ANSPs assure that staff with correct competencies and skills support the PMO and TFs. The members of the PMO will cover the full scope of responsibilities which fall under their merits.

TF leaders report towards the Project Manager. The Project Manager transmits HLIB and FPSG guidance and provides project management guidance to TF leaders. Meetings of the TFs are supported by permanent members of the PMO or external support who draft the minutes of TF meetings.

Cooperative partners are invited in TF activities.

The permanent members of the PMO organize a weekly coordination meeting.

The complete PMO has monthly progress meetings.

The Chairman of PMO meetings is the Project Manager. He can be replaced by the Deputy Project Manager during his absence.

The Chairman or representative from FPSG, 6-States WG, and ANSP WG can attend periodic meetings of the PMO as deemed necessary and informs the PM accordingly. The Chairman of the COM Cell attends the periodic meetings of the PMO.

Meetings of the PMO will be synchronized with FPSG meetings. PMO papers supporting the meetings are available at least 5 working days before the meeting. Draft minutes of PMO meetings are available within 5 working days after the meeting. All PMO papers will follow standard templates.

Location of PMO meetings is determined by the PMO.

DECISION MAKING

PMO decisions applicable to all partners are achieved by consensus. If consensus can not be reached, then the issue is raised to the FPSG level.

Annex 9: Resources

To be added after HLIB agreement on Project Work Plan

Annex 10: Abbreviations

ACI Airport Council International
AEA Association of European Airlines
ANSP Air Navigation Service Provider

ANSPWG Air Navigation Services Provider Working Group

ARTAS ATM Surveillance Tracker and Server

ASB ANSP Strategic Board

ATFCM Air Traffic Flow and Capacity Management

ATM Air Traffic Management
ATS Air Traffic Services
CAA Civil Aviation Authority

CANSO Civil Air Navigation Services Organisation

CBA Cost Benefit Analysis
CC Communication Cell
CEO Chief Executive Officer

CNS Communication, Navigation and Surveillance

Dol Declaration of Intent

DG Director General (Civil Aviation, Eurocontrol)
ECIP European Convergence and Implementation Plan

ELFAA European Regional Airlines Association ERA European Low Fares Airlines Association

EU European Union

EUROCONTROL European Organisation for the Safety of Air Navigation

FAB Functional Airspace Block FABEC FAB Europe Central

FDPS Flight Data Processing System
FPSG FABEC Project Steering Group

FSR Feasibility Study Report

HLIB High Level Implementation Board

HLPG High Level Policy Group

IATA International Air Transport Organisation
LCIP Local Convergence and Implementation Plan

NSA National Supervisory Authority

OPS Operational
PCH Project Charter
PM Project Manager

PMO Project Management Office
PMP Project Management Plan
SES Single European Sky
SESAR SES ATM Research

SMS Safety Management System

STAFOR (Eurocontrol) Statistics and Forecast

SWG 6 States Working Group

ENG V1.0 12 Nov 2008

Annex I: Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC

TECH Technical TF Task Force

ToR Terms of Reference WG Working Group WP Work Plan

FABEC

ToR of the ANSP Strategic Board (ASB)

ToR of the ANSP Strategic Board (ASB)

Document summary

Objective	To describe the Terms of Reference of the ANSP Strategic Board for the FAB Europe Central	
Author	ASB chairman	
Audience	ASB members	
Document status	Approved	
Document reference	FABEC_IP_ASB_TOR	
Edition	1.0	
Document date	18 September 2008	

Document Change Record

Version	Date of Issue	Reason for update	Author of changes
0.2	20 June 08	Initial outline	DFS
0.3	15 July 08	General Review and update	skyguide / Pitton
0.4	16 July 08	Update	skyguide / Weder
0.5	17 July 08	Outcome Coregroup meeting 01	skyguide
0.6	5 August 08	Outcome ANSP WG meeting 01	Belgocontrol / Martens
0.7	12 August 08	Outcome Coregroup meeting 02	skyguide / Mennella
0.8	26 August 08	Outcome ASB/2	skyguide / Pitton
0.9	12 September 08	Outcome Coregroup meeting 03	skyguide / Pitton
1.0	18 September 08	Version 0.9 approved at ASB meeting	skyguide / Pitton
1.0	12 November 08	Printed Version	skyguide/ Pitton

ToR of the ANSP Strategic Board (ASB)

1. Introduction

The ANSP Strategic Board (ASB) is established at the level of the CEO's of civil ANSPs and at an appropriate level of representatives from the military ANSPs of the FABEC, in view of developing and improving ANSP cooperation and information sharing.

The ASB will coordinate with the High Level Implementation Board (HLIB), considering the strategy and decisions of HLIB and expressing views and recommendations to HLIB.

The ASB is part of the overall FABEC Implementation Phase structure (ANSP Organization Operations) and its members are also members of the HLIB.

2. Objectives

The ASB will:

- Support the implementation of FABEC
- 2. Foster a culture of cooperation
- 3. Offer a forum to exchange views on civil ANSP matters, military ANSP matters and matters of common interest for civil and military ANSPs
- 4. Coordinate and implement common policies
- 5. Decide on common ANSP positions
- 6. Agree on the assignment of ANSP resources to the PMO and Task Forces
- 7. Assess the impact of the progress of the FABEC implementation project on the ANSPs
- 8. Decide on the cooperation framework between ANSPs
- 9. Decide on cooperation opportunities
- 10. Decide on common management functions, e.g. performance management
- 11. Manage the operational implementation of project deliverables
- 12. Cooperate and coordinate between civil and military ANSPs as appropriate
- 13. Coordinate with neighbouring CEOs the implementation of improvements where deemed necessary
- 14. Agree on social dialogue principles and activities
- 15. Coordinate and harmonize internal communication and a common ANSP position towards external communication.
- 16. Share information on business and investment plans
- 17. Decide on common future investments and procurements
- 18. Take additional actions as deemed necessary

In addition to the tasks above, the chairman ASB will:

- 1. Closely cooperate with the chairman HLIB, the chairman ANSP WG and the Project Manager
- 2. Support and coordinate with other bodies of the ANSP organization
- 3. Support the Presentation of project status and activities to international organizations and bodies as appropriate

ToR of the ANSP Strategic Board (ASB)

3. Resources

Secretariat and administrative support will be rendered by the parent ANSP of the chairman ASB.

4. Membership and Meetings

The ASB is established at CEO level of civil and military ANSP and headed by a chairman. The board will also nominate a vice-chair. CM ASB is the CEO speaker in the High Level Implementation Board (HLIB). In order to assure the representation of each ANSP at ASB meetings, a deputy member shall be nominated.

Meetings will be held with an agreed periodicity and shall be synchronized with HLIB meetings.

Decision and Information Papers shall be available at least 5 working days before the meeting, allowing ample time for review and proper decision making. Minutes and Action Sheets will be drafted summarizing the results of ASB meetings.

Location of meetings shall be determined by the ASB as deemed necessary.

5. Decision Making

Decisions applicable for all ANSPs will be achieved by consensus.

Decision applicable and only affecting some partners shall be achieved unanimously by the ANSPs concerned. Other ANSPs will be duly informed on these decisions.

Common positions of ANSPs shall be presented by the CM ASB. In case a common position can not be achieved, differing opinion(s) can be raised by the respective ASB members.

6. Support of the ASB

The ASB will be supported by the ANSP Working Group (ANSP WG) which is formally established and being part of the overall implementation phase structure.

The ANSP WG develops supporting papers, prepares comments and recommendations to be used by ASB members in the HLIB as well as other documents as tasked by the ASB. All papers will be presented following standard templates.

Expert(s) of the project structures can attend ASB meetings as invited by ASB members.

FAB Europe Central Implementation Project

TOR's of the ANSP WG

FABEC Implementation Phase ANSP Working Group Terms of Reference

Version	Date	Reason for changes	Author of changes
1.0	01.09.2008	Approved by the ASB/2 on 26 August 2008	ASB/2
1.0	12 Nov 2008	Printed Version	ASB/2

Origin ANSP WG

Type Project Organization

Subject ANSP WG Terms of Reference

Version 1.0

Status Approved by the ASB

Reference FABEC_ANSPWG_Org_ANSP WG ToR_v 1.0

1 General

The ANSP WG is part of the overall FABEC Implementation Phase structure (ANSP Organization Operations). The ANSP WG will support decision making in the ASB. The ANSP WG reports to the ASB. In the execution of its mandate the ANSP WG will interact with the FPSG, the PMO and the 6 States WG. The ANSP WG will work in the framework of the ANSP agreement.

2 Responsibilities

The ANSP WG will

- 1. advice the ASB on the FABEC project
- 2. support the ASB in preparing the HLIB meetings
- 3. prepare common ANSP positions for FPSG and HLIB meetings
- 4. prepare matters of common interest for the ANSPs
- 5. prepare directives for the bodies of the ANSP organization
- 6. perform tasks the ASB may give
- 7. consider the balance of resources and work between FABEC partners

In addition to the tasks above, the ANSP WG Chairman will

- 1. closely cooperate with the Chairman FPSG and the Project Manager
- 2. attend meetings of the ASB, FPSG and the Stakeholder Advisory Group
- 3. attend meetings of the PMO as appropriate

3 Resources

Secretarial and administrative support will be provided by the parent ANSP of the Chairman ANSP WG.

4 Membership and meetings

The ANSP-WG is composed by representatives of an appropriate seniority from each participating ANSP (civil and military). Each member will nominate an alternate which can assure the continuity of the activities of the ANSP-WG. The Chairman FPSG and the Project Manager can attend ANSP WG meetings

In principle, the ANSP-WG members also represent their organizations on the FPSG. The ANSP-WG members shall liaise within their own organizations in order to ensure a correct implementation of decisions taken by HLIB, ASB, and FPSG.

ENG V1.0 12 Nov 2008

Annex III: Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC

The ANSP-WG will meet regularly as deemed necessary. The location is decided by the Chair. The meeting schedule will be aligned with the ASB and FPSG meetings as appropriate. Agenda and Working Papers will be distributed at least 10 working days in advance of meetings. Meeting minutes will be kept for each meeting. The minutes will be distributed within 5 working days after the meeting.

5 <u>Decision making</u>

Decision making will be by consensus.

FABEC Practical arrangements for Financial contributions

Document summary

Objective	Annex IV	
	Practical arrangements for Financial contributions	
Author	Task Force ANSP Co-operation	
Audience		
Document status	Final Version	
Document reference	FABEC Printed Version	
Edition	1.0	
Document date	12 November 08	
Document approval	16 October 08	

Document Change Record

Version	Date of issue	Reason for update	Author of changes
0.1	26 Aug 08	Drafting	TF AC
0.2	03 Sep 08	Drafting	TF AC
0.3	08 Sep 08	TF meeting	TF AC
0.4	11 Sep 08	Drafting	TF AC
0.5	16 Sep 08	TF meeting	TF AC
0.6	24 Sep 08	Presentation to ANSP Group	TF AC
0.7	25 Sep 08	Comments ANSP Group	TF AC
0.8	02 Oct 08	Drafting	TF AC
0.81	04 Oct 08	TF Meeting	TF AC
0.9	09 Oct 08	Presentation to ASB	TF AC
0.91	17 Oct 08	ASB comments	TF AC
0.92	23 Oct 08	Final draft for internal ANSPs approval	TF AC
1.0	12 Nov	ANSPs comments and translation into French	TF AC
1.0	12 Nov	Printed version	TF AC

Practical arrangements for financial contributions

For the purpose of budget planning, contracts shall contain sufficiently detailed clauses to allow the Parties to forecast the sequence of their contributions to be made in connection with the costs.

The contractor shall invoice the Contracting Authority in accordance with the payment schedule agreed in the external consultancy contracts.

Upon receipt of the invoices by the Contracting Authority from the contractor in accordance with the terms and conditions specified in the contract, the Contracting Authority shall issue separate invoices to the Parties in accordance with the cost-sharing key agreed in Article x of the contract concerned. The total amount invoiced by the Contracting Authority, including its own contribution, shall not exceed the agreed contract value, unless otherwise agreed between the Parties.

Each Party shall pay its contribution within 30 (thirty) following receipt of the invoice. Late payment by any Party shall be subject to penalty fees of 2% per month from the due date until the amount is paid. The Contracting Authority shall apply the relevant legislation on VAT.

The invoices shall be drawn up and paid in euros.

Invoices shall be sent in duplicate to:

ATC-NL
Department – Crediteurenadministratie
PO Box 75200
1117 ZT Schiphol-Airport

ANA (Administration de la navigation aérienne) Attention Mr. E. Ulcun B.P.273 L – 2012 Luxembourg

DFS
Issue Management FAB Projekt
Attn. Mr H. Theobald
Am DFS Campus 10
D – 63225 Langen

DSNA/SDFI A l'attention de M. Hervé Toro 50 rue Henry Farman 75720 Paris cedex 15 France

EUROCONTROL
Head of Finance (F. Van Gysegem)
EUROCONTROL/Maastricht UAC
Horsterweg 11
6199 AC Maastricht-Airport
The Netherlands

Skyguide Swiss air navigation services Itd Accounting p.o. box 796 ch-1215 Geneva 15

All payments shall be remitted by direct credit transfer to the following account :

Fortisbank 001-1950054-42

Payments shall be marked with the reference number on the invoice.

The Contracting Authority shall keep books, accounts and records which record all revenue and expenditure incurred in respect of the overall costs. At the request of any Party, the Contracting Authority shall provide an extract of the above-mentioned information.



Amendment No. 1

to the

Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC (hereinafter referred to as "Amendment No. 1")

Between

BELGOCONTROL, Tervuursesteenweg 303, 1820 Steenokkerzeel, hereinafter referred to as "Belgocontrol", represented by its Chief Executive Officer, Mr Jean-Claude Tintin;

DFS Deutsche Flugsicherung GmbH, Am DFS-Campus 10, D-63225 Langen, hereinafter referred to as "DFS", represented by the Chairman of its Board of Directors, Mr Dieter Kaden;

the French Republic, acting via the Direction Générale de l'Aviation Civile represented by the Direction des Services de la Navigation Aérienne, hereinafter referred to as "DSNA", represented by its Director, Mr Maurice Georges, whose principal place of business is 50 rue Henry-Farman 75720 Paris Cedex 15;

Luchtverkeersleiding Nederland, a legal entity governed by public law and established by the Aviation Act (*Wet Luchtverkeer*) of 18 June 1992 (*Staatsblad* 1992, 368), hereinafter referred to as Air Traffic Control The Netherlands "ATC-NL", domiciled at (1117 CV) Stationsplein Zuid-West 1001, Schiphol-Oost, the Netherlands;

Administration de la navigation aérienne, BP 273, L-2012 Luxembourg, hereinafter referred to as "ANA", represented by its Director, Mr Ender Ulcun;

Skyguide, Swiss air navigation services Ltd, route de Pré-Bois 15-17, Case Postale 796, 1215 Genève 15, Switzerland, hereinafter referred to as "Skyguide", represented by its Chief Executive Officer, Mr Daniel Weder; and

the European Organisation for the Safety of Air Navigation (EUROCONTROL), Rue de la Fusée, 96, 1130 Bruxelles, hereinafter referred to as "EUROCONTROL", represented by its Director General, Mr David McMillan;



hereinafter individually or collectively referred to as the Party or the Parties.

PREAMBLE

Having regard to the Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC signed on 18 November 2008 in Bordeaux between Belgocontrol, DFS, DSNA, ATC-NL, ANA, Skyguide and EUROCONTROL (hereinafter referred to as the "Cooperation Agreement"), in particular its Article 16;

whereas the High-Level Implementation Board and the ANSP Strategic Board have decided on 24 September 2009 to reinforce the structures of the FABEC Program in order to reach the performance targets of the FABEC Program as derived from the Single European Sky legislation II;

whereas the FABEC Project Charter has been amended to reflect the new structure;

whereas the ANSP FABEC Group is the new central organ in the FABEC structure that was created out of the merge between the Project Management Office and the Program Management Group (referred to in the Cooperation Agreement as the ANSP Working Group).

whereas the aim of the present Amendment No. 1 is to adapt the Cooperation Agreement to be in line with this new FABEC structure.

Now THEREFORE, the Parties agree as follow:

Article 1 In article 1 the following definitions shall be repealed:

ANSP Working Group	group composed of senior representatives of the Parties, which supports the ANSP Strategic Board	
FABEC Project	refers to the second pillar of the organisation structure for the FABEC Implementation Phase as shown in annex to the Project Charter	
Project Management Office	central organ in the FABEC Project structure responsible for the planning and coordination of the project management plan and the Work Plan, and for the day-to-day management of the FABEC Project	
Permanent Members of the Project Management Office	members of the Project Management Office appointed by the High-Level Implementation Board who are dedicated full-time to the management of the FABEC Project	
Project Manager	head of the Project Management Office appointed by the High-Level Implementation Board	

Article 2

In article 1 following definitions shall be added to the list:



ANSP FABEC Group	subgroups (depicted in annex to the Project Charter) responsible for the following functions the FABEC Program: project management, strategy and policy, performance management and business development. The ANSP FABEC Group is responsible towards the ANSP Strategic Board	
Strategy and Policy Group		
FABEC Program	refers to the different activities necessary for the implementation of FABEC	
Nominated Members of the ANSP FABEC Group	members of the ANSP FABEC Group appointed by the ANSP Strategic Board who support the FABEC Program	

Article 3

In article 1 following definitions shall be amended as follows:

Selection Committee	the committee established by the ANSP Strategic Board at the proposal of the chairman of the ANSP FABEC Group, responsible for selecting tenders
Technical Manager	manager responsible for preparing the dossier allowing the Contracting Authority to issue calls for tender, and select and award the contract(s), and also responsible for the technical follow-up of the Contract(s). The Technical Manager will be appointed by the ANSP Strategic Board on proposal of the chairman of the ANSP FABEC Group.
Work plan	document describing in a structured way what will be developed within the FABEC Program, and the planning of the various elements, including the expected resources

Article 4

In article 2.4 the words "FABEC Project" shall be replaced by the words "FABEC Program".

Article 5

In article 2.4 following sentence shall be added to the enumeration:

• "cooperation in the development of the FABEC strategy and policy, the performance management and the business planning."

Article 6

Article 2.5 shall be repealed. Article 2.6 shall become the new article 2.5.

Article 7

In article 3.3 "Annex III: Terms of Reference of the ANSP Working Group in their latest version" shall be replaced by "Annex III: The FABEC AFG Organization in its latest version".

Article 8

In article 3.3 following annex shall be added to the list:

"Annex V: Common tendering"

Article 9

The sentences of article 4.5 shall be replaced by following sentences:

"The Strategy and Policy Group shall support decision-making within the ANSP Strategic Board and shall report to the latter. The members of the Strategy and Policy Group shall be composed of representatives of appropriate seniority from each Party."

Article 10

Article 4.6 shall be repealed.

Article 11

The sentence of article 6.1.1 shall be replaced by the following sentence:

"The ANSP Strategic Board shall approve the Budget for the FABEC Program for the following year at the proposal of the chairman of the ANSP FABEC Group on the basis of the approved Work Plan."

Article 12

The sentence of article 6.1.2 shall be replaced by the following sentence.

"The Budget, expressed in euros, shall be established in a separate document signed by all Parties, after approval by the ANSP Strategic Board."

Article 13

In article 6.1.5 the words "Permanent Members of the Project Management Office" shall be replaced by the words "Nominated Members of the ANSP FABEC Group".

Article 14

The title of article 6.2 shall be replaced by the following title:

Amendment No1. ANSP CoopAgreement. v1.0

"6.2 Management of the Budget"

Article 15

In the articles 6.2.1, 6.2.2, 6.2.4 and 6.2.5 the words "Project Manager" shall be replaced by the words "chairman of the ANSP FABEC Group".

Article 16

In article 6.2.3 the words "Project Manager" shall be replaced by the words "chairman of the ANSP FABEC Group" and the words "ANSP Working Group" by the words "Strategy and Policy Group".

Article 17

Article 6.3 shall be repealed.

Article 18

Article 7.1.4 shall be completed as follows:

"The Technical Manager shall be the chairman of the ANSP FABEC Group, or its delegate, unless otherwise decided by the ANSP Strategic Board."

Article 19

In article 7.2 the words "Permanent Members of the Project Management Office" shall be replaced by the words "Nominated Members of the ANSP FABEC Group".

Article 20

After the first sentence of article 7.2 the following sentences shall be included:

"In addition, the Contracting Authority shall pay a "per diem" to the Nominated Members of the ANSP FABEC Group to cover their additional travel expenses.

This "per diem" shall be calculated in the same way as the one applicable for the personnel of the Contracting Authority."

Article 21

In the second sentence of article 7.2 the words "and the "per diem" shall be included after the words "travel expenses".

Article 22

In article 7.3.2 the words "Project Manager or the ANSP Working Group" shall be replaced by the words "chairman of the ANSP FABEC Group"



Article 23

In article 7.3.4 the words "twice a year, on 1 April and 1 October," shall be inserted after the word "calculate".

Article 24

All other terms and conditions of the Cooperation Agreement shall remain unchanged and applicable.

Article 25

The present Amendment No. 1 to the Cooperation Agreement shall enter into force upon the date of its signature by all Parties.

In WITNESS WHEREOF the representatives of the Parties agree to execute this Amendment No. 1, signed at Brussels on

DRAWN UP ACCORDINGLY AND SIGNED IN SEVEN ORIGINALS IN ENGLISH AND FRENCH.



Amendment No1. ANSP CoopAgreement. v1.0

Belgocontrol represented by,

Mr Jean-Claude Tintin Chief Executive Officer

Amendment No1. ANSP CoopAgreement. v1.0

DFS Deutsche Flugsicherung GmbH represented by,

Mr Dieter Kaden Chairman of the Board of Directors

Mr Hermann Theobald Head of Issue Management FAB Project Direction des Services de la Navigation Aérienne, represented by,

Mr Maurice Georges

Director

Amendment No1. ANSP CoopAgreement. v1.0

The Board of Air Traffic Control the Netherlands represented by,

Mr Paul Riemens
Chairman of the Executive Board

Administration de la navigation aérienne represented by,

Mr Ender Ulcun Director

Amendment No1. ANSP CoopAgreement. v1.0

Skyguide represented by,

Mr Daniel Weder Chief Executive Officer

Mr Francis Schubert Head Corporate Development The European Organisation for the safety of Air Navigation (EUROCONTROL) on behalf of the Director General, by special delegation

Mr Karl-Heinz Kloos

Director EUROCONTROL Maastricht Upper Area Centre



Amendment No. 2

to the

Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC (hereinafter referred to as "Amendment No. 2")

Between

BELGOCONTROL, Tervuursesteenweg 303, 1820 Steenokkerzeel, hereinafter referred to as "Belgocontrol", represented by its Chief Executive Officer, Mr Jean-Claude Tintin;

DFS Deutsche Flugsicherung GmbH, Am DFS-Campus 10, D-63225 Langen, hereinafter referred to as "DFS", represented by the Chairman and Chief Executive Officer, Mr Dieter Kaden;

the French Republic, acting via the Direction Générale de l'Aviation Civile represented by the Direction des Services de la Navigation Aérienne, hereinafter referred to as "DSNA", represented by its Director, Mr Maurice Georges, whose principal place of business is 50 rue Henry-Farman 75720 Paris Cedex 15;

Luchtverkeersleiding Nederland, a legal entity governed by public law and established by the Aviation Act (*Wet Luchtverkeer*) of 18 June 1992 (*Staatsblad* 1992, 368), hereinafter referred to as Air Traffic Control The Netherlands "ATC-NL", domiciled at (1117 CV) Stationsplein Zuid-West 1001, Schiphol-Oost, the Netherlands;

Administration de la navigation aérienne, BP 273, L-2012 Luxembourg, hereinafter referred to as "ANA", represented by its Director, Mr Ender Ulcun;

Skyguide, Swiss civil & military Air Navigation Services Ltd, route de Pré-Bois 15-17, 1217 Meyrin, Switzerland, hereinafter referred to as "Skyguide", represented by its Chief Executive Officer, Mr Daniel Weder; and

the European Organisation for the Safety of Air Navigation (EUROCONTROL), Rue de la Fusée, 96, 1130 Bruxelles, hereinafter referred to as "EUROCONTROL", represented by its Director General, Mr David McMillan;

hereinafter individually or collectively referred to as the Party or the Parties.

PREAMBLE

Having regard to the Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC signed on 18 November 2008 in Bordeaux between Belgocontrol, DFS, DSNA, ATC-NL, ANA, Skyguide and EUROCONTROL (hereinafter referred to as the "Cooperation Agreement"), in particular its Articles 3, 9 and 10;

whereas the FABEC Programme is evolving and is confronted with new challenges, especially regarding the protection of Intellectual Property Rights;

whereas the aim of the Amendment No. 2 is to introduce an Intellectual Property Rights Policy as Annex VI to be used by the Parties;

Now THEREFORE, the Parties agree as follows:

Article 1

In article 1 the following definitions shall be repealed:

Background information	intellectual property rights owned by a Party or third party, existing before the entry into effect of or developed outside this Agreement
Foreground information	intellectual property rights created in connection with his Agreement by a Party directly via in-house development and/or indirectly via developments made under contract

Article 2

In article 3.3 following Annex shall be added to the list:

"Annex VI: Intellectual Property Rights Policy"

Article 3

The sentences of article 9 shall be replaced by following sentence:

"Intellectual property rights, including access rights, shall be dealt with according to the principles detailed in Annex VI."

Article 4

Article 10 shall be repealed.

All other terms and conditions of the Cooperation Agreement shall remain unchanged and applicable.

The Amendment No. 2 to the Cooperation Agreement shall enter into force upon the date of its signature by all Parties. The date of entry into force shall be the date of the last signature.

In WITNESS WHEREOF the representatives of the Parties agree to execute this Amendment No. 2, signed at Brussels,

DRAWN UP ACCORDINGLY AND SIGNED IN SEVEN ORIGINALS IN ENGLISH AND FRENCH.

Belgocontrol represented by,

Mr Jean-Claude Tintin Chief Executive Officer

Date, 14/4/2011

DFS Deutsche Flugsicherung GmbH represented by,

Mr Dieter Kaden Chairman and Chief Executive Officer

Mr Hermann Theobald Head of Issue Management FAB Project

Date, 1404 2011

Direction des Services de la Navigation Aérienne, represented by,

Mr Maurice Georges Director

Date, 14.04.2011

The Board of Air Traffic Control the Netherlands represented by,

Mr Paul Riemens Jos VAN RooyEN
Chairman of the Executive Board

Date, 14/4/2011

Administration de la navigation aérienne represented by,

Mr Ender Ulcun Director

14/04/2011

Date,

Skyguide represented by,

Mr Daniel Weder Chief Executive Officer

Mr Francis Schubert Head Corporate Development

Date,

The European Organisation for the Safety of Air Navigation (EUROCONTROL) on behalf of the Director General, by special delegation

Mr Karl-Heinz Kloos

Director EUROCONTROL Maastricht Upper Area Centre

Mu Knon

Date, 14/04/2019

ANNEX VI

to the Cooperation Agreement between 7 ANSPs for the implementation and operation of FABEC

FABEC INTELLECTUAL PROPERTY RIGHTS POLICY

SECTION 1

GENERAL PROVISIONS

Article 1 - Objectives

This Policy regulates the ownership, use, protection and transfer of Intellectual Property Rights by the Parties to the Agreement.

Article 2 - Definitions

For the purposes of this Policy the following definitions shall apply in addition to the definitions in Article 1 of the Agreement:

- Agreement means the Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC.
- Policy means the FABEC IPR policy.
- Access Rights means a license granted to a Party or Parties to use Foreground and/or Background Information.
- Sublicense means a license granted by a Party or Parties to a third party or third parties to use Foreground and Background Information.
- Intellectual Property Right means any right in an intellectual asset created by law either directly or through official registration, including but not limited to copyrights, trademark rights, patents, industrial design rights and database rights.
- Background Information means Intellectual Property Rights owned by a Party
 or third party, existing before the entry into effect of or developed outside the
 ANSP Cooperation Agreement.
- 7. Foreground Information means Intellectual Property Rights created in connection with the ANSP Cooperation Agreement, either
 - by a Party or several Parties directly via in-house development and/or indirectly via developments made under contract, or
 - (ii) as a result of activities carried out within the bodies established pursuant to the Agreement, or
 - (iii) as a result of Contracts let by the Contracting Authority.

SECTION 2

OWNERSHIP

Article 3 – Background Information

- Background Information shall remain the property of the Party or third party owning it.
- 2. In the case of Contracts let by the Contracting Authority, the Contracting Authority shall ensure, unless otherwise agreed between the Parties, that the Contractor grants the Parties Access Rights to the Contractor's Background Information to the extent necessary for the use of the Foreground Information developed under the Contract.

Article 4 - Foreground Information

- Foreground Information shall belong to the Party which has generated such Foreground Information.
- Where several Parties have jointly carried out tasks in the execution of the Agreement generating Foreground Information, such Foreground Information shall be jointly owned by them in equal shares.
- Foreground Information generated as a result of activities carried out within the bodies established pursuant to the Agreement shall be jointly owned by all Parties in shares determined by the cost sharing key in Article 8 of the Agreement.
- Foreground Information developed under Contracts shall be jointly owned by the Parties in shares determined by the cost-sharing key in Article 8 of the Agreement.
- 5. Contracts shall include a clause granting the Parties ownership of Foreground Information. In exceptional cases and where it is in the interest of the Parties, the Contractor may be allowed by the Contracting Authority to retain ownership of the Foreground Information provided that the Parties are granted a royalty-free license to use such Foreground Information.
- The Parties concerned may derogate from the abovementioned provisions on the ownership of Foreground Information by means of special arrangements.

SECTION 3

ACCESS RIGHTS

Article 5 - Access to Foreground Information

 Each Party hereby grants the other Parties Access Rights to the Foreground Information owned by it as required for the execution of the Agreement.

- Access Rights by the Parties to Foreground Information shall be unlimited, nonexclusive and royalty-free. Access Rights granted shall not include rights to sublicense, unless expressly stated otherwise.
- The Parties shall not unreasonably withhold their consent to grant access to their Foreground Information to contractors of the other Parties, provided that the contractor performs tasks in execution of the Agreement and that access is limited to the extent strictly necessary for the execution of the contract.

Article 6 - Access to Background Information

- Each Party hereby agrees to grant the other Parties Access Rights to the Background Information owned by the Parties and required for the execution of the Agreement.
- Access Rights to Background Information shall be granted on a royalty-free non-exclusive basis and shall not include rights to sublicense unless otherwise agreed.
- The granting of Access Rights to Background Information owned by one or more Party(ies) may be made conditional on the acceptance of specific conditions ensuring that these rights are used only for the intended purpose and that appropriate confidentiality obligations are in place.
- When granting access to Background Information owned by a third party, the granting Party shall ensure that it has acquired the corresponding rights.

Article 7 - Use for non-FABEC purposes

Without prejudice to Article 8 of this Policy, the prior authorisation of the owner(s) of the Background or Foreground Information needs to be obtained if a Party intends to use them for purposes outside the scope of the Agreement. The authorisation shall be granted subject to fair, reasonable and non-discriminatory conditions.

SECTION 4

SUBLICENSING TO THIRD PARTIES

Article 8 - License agreements

- Non-exclusive, non-transferable licenses may be granted to third parties for Foreground Information created as a result of activities carried out under Contracts and/or created as a result of activities carried out by the bodies established pursuant to the Agreement where it is in the interest of the owning Parties and where such use by the third party is compatible with the objectives of FABEC. The grant of a license is subject to the conclusion of appropriate license agreements on the basis of the model in the Appendix.
- The third parties shall be required to pay a royalty fee. Exceptionally, licenses may be granted free of charge where it is in the interest of the Parties based on

- considerations such as the promotion of best practices, safety or standardisation.
- 3. The decision on the granting of sublicenses pursuant to paragraph 1 and the applicable conditions shall be taken by the ANSP Strategic Board at the proposal of the FABEC body responsible for the activities leading to the creation of Foreground Information after consultation of the relevant Standing Committee(s) by this body. The decision shall state the amount and conditions pertaining to the royalty fee where applicable.
- 4. Unless otherwise agreed between the parties, license agreements shall be managed by the Contracting Authority. The role of the Contracting Authority includes the redistribution of any royalty fees according to the cost-sharing key of Article 8 of the Agreement.
- 5. Without prejudice to Article 12.2 of the Agreement, if a Party has accepted responsibility for the execution of specific tasks for which the Contracting Authority is liable to a third party under a license agreement, that Party shall compensate the Contracting Authority for any claims, liability, loss or damage arising directly or indirectly from that Party's failure to execute these tasks in accordance with the provisions of the license agreement.

Article 9 - Liability towards third parties

Licenses for Intellectual Property Rights shall be provided on an "as-is" basis. Accordingly, to the extent possible no express or implied warranty shall be given for the commercialisation, error-free operation and fitness of the product for a particular purpose.

SECTION 5

PROTECTION

Article 10 - Obligation of Contractors

Under Contracts, Contractors shall be prohibited from disposing of, utilizing, or copying Foreground Information and from communicating any information relating to unpublished Foreground Information to third parties without the prior written approval of the Contracting Authority.

Article 11 - Registration

- Application for the registration of Intellectual Property Rights shall be filed, at least at European level, if there is a reasonable expectation that the strategic or commercial value of an exclusive right in an invention, a mark or a work exceeds the cost of the registration and maintenance of the Foreground Information.
- Where Foreground Information has been created as a result of activities carried out under Contracts and/or created as a result of activities carried out by the bodies established pursuant to the Agreement, the decision on appropriate

protection shall be taken by the ANSP Strategic Board at the proposal of the FABEC body responsible for the activities leading to the creation of Foreground Information after consultation of the relevant Standing Committee(s) by this body.

 In accordance with the decision of the ANSP Strategic Board, the Contracting Authority shall be tasked with seeking appropriate legal protection of Foreground Information. The costs of such protection shall be shared amongst the Parties in accordance with the cost-sharing key.

Article 12 - Enforcement

- Where it is established that a third party infringes Foreground Information jointly owned by the Parties, the Parties shall cooperate in order to take all necessary actions to stop such infringements.
- Where it is established that there is breach of a license agreement entered into by the Contracting Authority, the Contracting Authority shall, after decision by the ANSP Strategic Board, take all necessary actions to stop such infringements in accordance with Article 12.3 of the Agreement.

SECTION 6

TRANSFER OF INTELLECTUAL PROPERTY RIGHTS AND DISPUTES

Article 13 - Transfer

- The ownership of Foreground Information shall not be transferred unless the ANSP Strategic Board has given its approval at the proposal of the body responsible for the activities leading to the creation of Foreground Information after consultation of the relevant Standing Committee(s) by this body.
- In any case when a Party transfers Foreground Information, it shall pass on its
 obligation regarding such Foreground Information to the new owner, including
 the obligation to pass those obligations on to any subsequent owner.

Article 14 - Disputes

Disputes among the Parties about the application of this Policy shall be settled in accordance with Article 17 of the Agreement.



Amendment No. 3

to the

Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC (hereinafter referred to as "Amendment No. 3")

Between

BELGOCONTROL, Tervuursesteenweg 303, 1820 Steenokkerzeel, hereinafter referred to as "Belgocontrol", represented by its Chief Executive Officer, Mr Jean-Claude Tintin;

DFS Deutsche Flugsicherung GmbH, Am DFS-Campus 10, D-63225 Langen, hereinafter referred to as "DFS", represented by the Chairman and Chief Executive Officer, Mr Dieter Kaden;

the French Republic, acting via the Direction Générale de l'Aviation Civile represented by the Direction des Services de la Navigation Aérienne, hereinafter referred to as "DSNA", represented by its Director, Mr Maurice Georges, whose principal place of business is 50 rue Henry-Farman 75720 Paris Cedex 15;

Luchtverkeersleiding Nederland, a legal entity governed by public law and established by the Aviation Act (*Wet Luchtverkeer*) of 18 June 1992 (*Staatsblad* 1992, 368), hereinafter referred to as Air Traffic Control The Netherlands "ATC-NL", represented by its Chief Executive Officer, Mr Paul Riemens, domiciled at (1117 CV) Stationsplein Zuid-West 1001, Schiphol-Oost, The Netherlands;

Administration de la navigation aérienne, BP 273, L-2012 Luxembourg, hereinafter referred to as "ANA", represented by its Director, Mr Ender Ulcun;

Skyguide, Swiss civil & military Air Navigation Services Ltd, route de Pré-Bois 15-17, 1217 Meyrin, Switzerland, hereinafter referred to as "Skyguide", represented by its Chief Executive Officer, Mr Daniel Weder; and

the European Organisation for the Safety of Air Navigation (EUROCONTROL), Rue de la Fusée, 96, 1130 Bruxelles, hereinafter referred to as "EUROCONTROL", represented by its Director General, Mr David McMillan;

hereinafter individually or collectively referred to as the Party or the Parties.

PREAMBLE

Having regard to the decision of the ANSP Strategic Board of September 2 2011 to strengthen the current decision making process within the ANSP Strategic Board.

Having regard to the Cooperation agreement between 7 ANSPs for the implementation and operation of FABEC signed on 18 November 2008 in Bordeaux between Belgocontrol, DFS, DSNA, ATC-NL, ANA, Skyguide and EUROCONTROL (hereinafter referred to as the "Cooperation Agreement") as previously amended, in particular its Article 4:

Whereas the aim of the Amendment No. 3 is to allow the ANSP Strategic Board to reach common decisions by introducing a voting procedure based on a qualified majority of two third with a veto right;

Now THEREFORE, the Parties agree as follows:

Article 1

Article 4.3 shall be replaced by the following:

"4.3 Decision making

4.3.1

Decisions within the ANSP Strategic Board applicable to all ANSPs shall be binding on the Parties.

Decisions shall be reached by consensus unless a Party requests that a particular decision is subject to a voting procedure.

The voting procedure can take place immediately or shall be deferred to a following ANSP Strategic Board meeting at the request of a Party.

If not all Parties are represented in the ANSP Strategic Board during which the request for the voting procedure is made, voting shall be deferred to a following ANSP Strategic Board meeting.

The votes of the Parties shall be weighted as follows:

ANA: 1 vote
ATC-NL: 2 votes
Belgocontrol: 2 votes
DFS: 3 votes
DSNA: 3 votes
EUROCONTROL: 2 votes
Skyguide: 2 votes

All decisions shall require a majority of at least two thirds of the votes cast.

Abstentions do not qualify as votes cast.

No decision is taken when a Party uses its right of veto. The veto has to be expressed at the latest when the votes are cast, in respect of decisions deemed to have a fundamental and unacceptable impact on that Party or which violate internal governance processes of that Party. The exercise of the right of veto is subject to written motivation.

Parties unable to attend a voting procedure may appoint a proxy.

4.3.2

The Chairman of the ANSP Strategic Board may seek a decision by correspondence. In this case decisions shall be taken unanimously.

The ANSP Strategic Board may decide prior to the decision making by correspondence that silence of a Party shall be considered as its approval of the proposed decision. The ANSP Strategic Board decides on an appropriate timeframe."

All other terms and conditions of the Cooperation Agreement shall remain unchanged and applicable.

The Amendment No. 3 to the Cooperation Agreement shall enter into force upon the date of its signature by all Parties. The date of entry into force shall be the date of the last signature.

In WITNESS WHEREOF the representatives of the Parties agree to execute this Amendment No. 3, signed at Brussels,

DRAWN UP ACCORDINGLY AND SIGNED IN SEVEN ORIGINALS IN ENGLISH AND FRENCH.

Belgocontrol represented by,

Mr Jean-Claude Tintin Chief Executive Officer

Date, 04 - 12 - 11

DFS Deutsche Flugsicherung GmbH represented by,

Mr Dieter Kaden

Chairman and Chief Executive Officer

Mr Hermann Theobald

Head of Issue Management FAB Project

Date,

Direction des Services de la Navigation Aérienne, represented by,

Mr Maurice Georges Director

Date, 1.12.11

The Board of Air Traffic Control the Netherlands represented by,

Mr Paul Riemens Chairman of the Executive Board

Date,

Administration de la navigation aérienne represented by,

Mr Ender Ulcun Director

01/12/2011

Date,

Skyguide represented by,

Mr Daniel Weder Chief Executive Officer

Mr Francis Schubert Head Corporate Development

Date, 1-12.2011

The European Organisation for the Safety of Air Navigation (EUROCONTROL) on behalf of the Director General, by special delegation

Mr Karl-Heinz Kloos

Director EUROCONTROL Maastricht Upper Area Centre

Date, 12 DEC. 2011

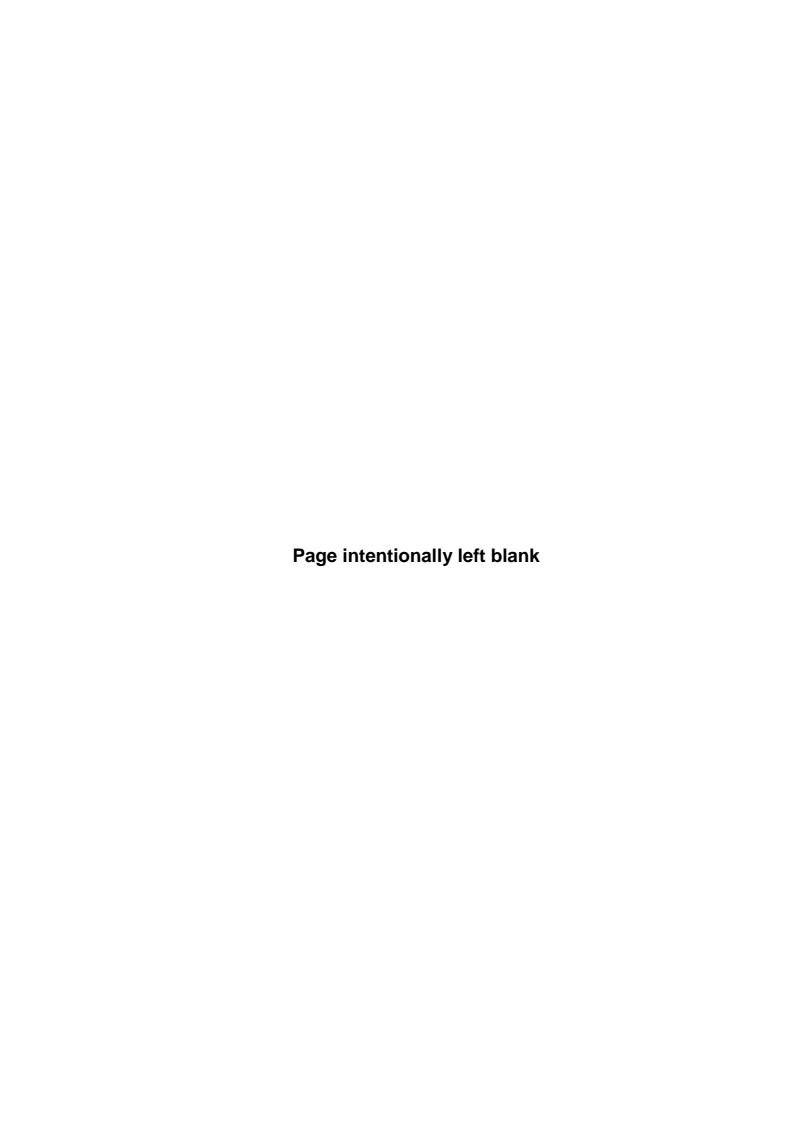


FABEC Implementation Phase

Art. 10 SPR

EC Information

Attachment F.2



Art. 10 Regulation (EC) No. 550/2004 (SPR)

Article 10

Relations between service providers

- 1. Air navigation service providers may avail themselves of the services of other service providers that have been certified in the Community.
- 2. Air navigation service providers shall formalise their working relationships by means of written agreements or equivalent legal arrangements, setting out the specific duties and functions assumed by each provider and allowing for the exchange of operational data between all service providers in so far as general air traffic is concerned. Those arrangements shall be notified to the national supervisory authority or authorities concerned.
- 3. In cases involving the provision of air traffic services, the approval of the Member States concerned shall be required. In cases involving the provision of meteorological services, the approval of the Member States concerned shall be required if they have designated a provider on an exclusive basis in accordance with Article 9(1).





FABEC Implementation Phase

ANSP Organization 2012

EC Information

Attachment F.3



DOCUMENT SUMMARY

 Objective :
 The following document describes an extract of the FABEC ANSP Organization 2012 paper for FABEC external stakeholders

 Origin :
 AFG

 Audience :
 Stakeholders EC Information

 Title :
 FABEC_AFG_EC Information_Attachment F-3_v1-0.doc

 Reference :
 FABEC_AFG_EC Information_Attachment F-3_v1-0.doc

Version: 1.00	Date : 11.04.2012	Status : ☐ Draft ☐ Released	Classification :	☑ Public ☐ FABEC limited ☐ Addressees limited
				iimitea

DOCUMENT CHANGE RECORD

Version	Date	Reason for changes	Author of changes
1.00	11.04.2012	Document aligned with ANSP Organization 2012 paper submitted to ASB/37	AFG

DOCUMENT QUALITY CONTROL

Version	Date	Document	Controlling Authority
1.00	11.04.2012	Document reviewed	AFG

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1 THE EXTERNAL CONTEXT

By 4 December 2012, FABEC States shall take the necessary measures in order to ensure the implementation of functional airspace blocks with a view to achieving the required capacity and efficiency of the air traffic management network within the single European sky and maintaining a high level of safety and contributing to the overall performance of the air transport system and a reduced environmental impact.

Functional airspace blocks shall in particular facilitate consistence with Community-wide performance targets.

The FABEC implementation phase lasted from 2008 till 2012. After the implementation phase, the operating phase of FABEC starts within which established appropriate organisations at State and ANSP level shall enable a FAB to efficiently achieve its goals.

2 PURPOSE OF THE PAPER

The ANSP Organization document contains in one single consistent document all necessary information to ensure clear roles and responsibilities to mirror the provisional states governance structures and to manage ANSP performance at FABEC level.

Notes: This paper:

- is based on existing ToRs of bodies within the FABEC ANSP Organization which are sometimes overtaken by developments during the implementation phase
- takes into account "The FABEC AFG Organization", v3 00, dated12 Mar 09 and approved by ASB/17
- takes into account FABEC TEN-T Financial Instructions, v1 0, dated 17 May 11
- takes into account the "[Provisional] State Governance Manual", v0 8, dated 18 Oct 11

In adopting this document, the ASB decides on respective roles, responsibilities and authorities within the FABEC ANSP Organization.

3 PRINCIPLES

Following principles are applied for the FABEC ANSP Structure during the operating phase:

- Lean structure with clear reporting and coordination lines
- Structure to provide continuity, content momentum and day-to-day support
- Fluid transition from current to new structure/governance
- Clear separation between FABEC State structure and FABEC ANSP structure
- Clear responsibilities, accountability and authority within FABEC ANSP structure
- Clear and unambiguous internal and external coordination processes

4 THE ANS CONSULTATIVE BOARD (ANSCB)

The ANS Consultative Board (ANSCB) is a body which belongs to the FABEC State Governance and which ensures the interface between the FABEC State structure and the FABEC ANSP structure.

The preparation of ANSCB meetings is done by its Chairperson. The Chairperson is supported by the Secretary General (SG) of the FABEC States Bureau. This SG closely cooperates with CM AFG when preparing these meetings. CM AFG is 'responsible' to prepare the ANSCB meetings for the ANSPs. The ASB members and its CM are 'accountable' for the positions taken by FABEC ANSPs during ANSCB meetings. The CM AFG does the necessary upfront 'consultation' of the relevant CM SCs and CEO advisors to prepare ASB meetings preceding ANSCB meetings.

Until end 2012, the preparation of the ANSCB is further supported by the FPSG and its CM. The need for this body will be reconsidered after that date.

5 THE FABEC ANSP STRUCTURE

The FABEC ANSP Structure 2012 is based on the FABEC ANSP structure/governance existing for the implementation phase.

This structure consists of ASB, COM Cell, SC SAF, SC OPS, SC TECH, SC FIN, SC HR, SC ENV, SC IRL and AFG. All these bodies are represented by a nominated chairperson.

The CM of different bodies can create additional bodies if approved by the ASB and the ToRs of these bodies will be reflected in this document.

The layout of the FABEC ANSP structure for the operating phase is given in Annex A.

6 FABEC STATE STRUCTURE 'MIRRORING'

The ANSP Organization 2012 is based on proven structures used during the implementation phase. The layout of the structure is given in Annex A.

For each FABEC State body, following counterpart(s) are defined in the FABEC ANSP structure:

Council ASB
 States Bureau AFG
 Airspace Committee SC OPS
 Harmonization and Advisory Committee SC IRL

Financial and Performance Committee**
 SC FIN and AFG/PMG

NSA Committee
 Network Management Function*
 SC SAF

The ASB is a forum where national/local positions are exchanged and where common FABEC ANSP positioning is done.

- (*) Simple 'mirroring' of the FABEC State structure does not take the Network Management Function (NMF) into account. It is agreed that SC OPS acts as FABEC counterpart of the European Network Management function.
- (**) The Financial and Performance Committee has two counterparts. SC FIN is counterpart for matters related to charging and (single) unit rate. AFG/PMG is counterpart for the FABEC Performance Plan and FABEC Performance Targets.

The nominated FABEC ANSP counterpart has to consult or inform other bodies in the FABEC ANSP structure in accordance with the internal coordination process.

7 RASCI METHOD

In order define clear roles and responsibilities; a simple scheme is being used according to following definition:

- R = **Responsible** is in charge of doing the work and makes sure that the task is done and submitted to the Accountable for approval
- A = **Accountable** who must approve the work provided by the Responsible before it is effective
- S = **Support** –who assists the Responsible in realizing the work by providing resources and/or expertise

- C = **Consulted** who provides input, gives opinion, recommendation or advise (two-way communication)
- I = **Informed** who is kept informed on the progress and the end-result (one-way communication)

The RASCI scheme will only be applied if more than one body is involved in an activity. These activities are numbered in paragraph 9 and an oversight is given in Annexes.

A summary matrix is given for the RASCI scheme in Annex B.

When more than one letter (e.g. R/S) has been identified for a dedicated body, it means that the body plays two different roles in the same context. In other words, the specific body is Responsible in its own domain of activity and support another body in its domain. For instance, for the activity "FABEC ANSP cooperation initiatives", the SC SAF will support a project led by the SC TECH which is responsible for delivering the outcome (SC SAF will be S and SC TECH is R). If necessary, SC IRL can be consulted in order to check that proposed solutions are suitable from a legal point of view for instance. In addition, SC SAF can also lead specific FABEC ANSP projects (e.g. the development of the SRAP methodology). In that case, SC SAF is R.

The activities defined and used in Annex B are those for which roles and responsibilities have to be defined. Defining whether they are activities or processes makes only sense if we want to do macro or micro management (e.g. in the case of FABEC, the level has been put to manage performance at FABEC level).

8 ACTIVITIES WHERE MORE THAN ONE BODY INVOLVED

There are 16 activities where more than 1 FABEC ANSP body is involved. These activities are:

- 1. FABEC ANSP Strategy
- 2. FABEC ANSP Performance Management
- 3. FABEC 5 year work plan
- 4. FABEC Program Budget
- 5. FABEC ANSP cooperation initiatives
- 6. FABEC cooperation framework
- 7. FABEC deliverables
- 8. FABEC Social dialogue
- 9. FABEC communication
- 10. FABEC investment and procurement
- 11. FABEC TEN-T funding
- 12. FABEC program related procurement
- 13. FABEC input for EC
- 14. BCs and CBAs for FABEC ANSP initiatives
- 15. FABEC domain policies
- 16. FABEC Safety Management

9 ROLES, RESPONSIBILITIES AND ACCOUNTABILITIES

9.1 The ANSP Strategic Board (ASB)

The ANSP Strategic Board (ASB) is accountable to develop and improve FABEC ANSP cooperation. The ASB coordinates with the ANSCB considering the decisions of ANSCB and expressing views and recommendations to ANSCB.

Lead		Chaired by CEO level of a FABEC ANSP	
Members		CEO level of civil and military ANSPs	
		Experts can be invited by ASB to attend meetings	
Decisions		By consensus or voting based on qualified majority	
Reporting		Not applicable. CM ASB liaises with CM ANSCB.	
Meetings		Agreed periodicity and synchronized with ANSCB meetings	
Activities		Manage the operating phase of FABEC	
	1	Approve the FABEC ANSP Strategy	Α
	2	Manage the FABEC Performance	Α
	3	Approve the FABEC 5-year work plan	Α
	4	Decide on FABEC financial and human resources (Budget)	Α
		Coordinate between civil and military ANSPs	
	5	Decide on FABEC areas of cooperation and projects	Α
		Decide on FABEC functions	
	6	Decide on the cooperation framework between ANSPs	Α
		Decide on common FABEC ANSP positions to external stakeholders	
	7	Approve FABEC deliverables	Α
	8	Agree on social dialogue principles	Α
	9	Coordinate internal and external FABEC communication	Α
		Share information on business and investment plans	
	10	Decide on common investments and procurements	Α
		Decide on FABEC consultation	
	11	Decide on TEN-T deliverables	Α
	13	Decide on FABEC EC inputs	Α
	14	Approve on FABEC BCs and CBAs	Α
		Approve on FABEC CBA	
	15	Approve FABEC policies	Α
	16	Endorse the overall FABEC Safety Case	Α
Processes		Meeting management	
Contacts		States, other ANSPs, ANS Consultative Board, AFG, SCs, and FABEC stakeholders	

9.2 The Communication Cell

The Communication Cell is responsible to develop, plan and execute the FABEC communication and consultation at both States and ANSP levels (until establishment of FABEC) based on the FABEC strategy.

Its ToRs are:

Lead Chairman nominated by ASB

Members ANSP communication managers

Decisions By consensus

Reporting Reports to the FABEC Council

Reports to the ASB

Activities Support bodies of the FABEC States governance (till Dec

2012)

Support bodies of the FABEC ANSP governance

9 **Develop and execute** an overall FABEC Communication

Plan

Support consultation process

Develop and execute a Corporate Design

Develop social activities to promote the FABEC spirit

Develop and execute a FABEC CRM process (including a

common customer survey)

Advise and support ASB in their area of competence

Processes Meeting management, procurement

Competency To speak on behalf of FABEC in the framework of the FABEC

policy

Contacts ASB, AFG, FABEC States Bureau, SC, States Committees

External: public, press, airspace users, EUROCONTROL, EC,

staff representatives, other FABs, politicians

9.3 The ANSP FABEC Group

The ANSP FABEC Group (AFG) was created in 2009 to meet the requirements of the FABEC Implementation Phase. This body continues to manage FABEC activities on behalf of FABEC ANSPs during the operating phase in accordance with the ToRs defined in this paragraph.

The AFG permanent organizational structure is as follows:

- Chairman AFG
- Head of the AFG Support Office
- Chairman of the Strategy and Policy Group
- Chairman of the Performance Management Group
- Chairman of the Project Management Support Group

The AFG is managed by a Core Team of nominated persons who each manage a specific Group.

The AFG Chairman has the leadership for the Core Team. The Chairman has the overall responsibility for the AFG to deliver.

The ToRs of the AFG are:

Lead Chairman nominated by ASB

R

Members		Civil and military staff of ANSPs	
Decisions		Not applicable	
Reporting		Reports to the ASB	
Meetings		Meeting with CEO Advisors and/or CM SC if necessary	
Activities	1	Propose and maintain the ANSP FABEC strategy	R
	3	Develop and manage an integrated FABEC 5-year work plan	R
	4	Define FABEC financial and human resources required	R
	11	Manage FABEC TEN-T funding	R
	5	Support FABEC projects	S
	4	Manage the FABEC budget	R
	12	Prepare FABEC procurements	R
	13	Prepare FABEC inputs for EC	R
		Manage FABEC ANSP external representation with JIR	
	2	Manage the FABEC Performance Management process	R
	2	Support the development of Performance Cases	S
		Support the ASB and its meeting preparation	
		Support stakeholder meetings	
		Liaise with State Committees and FABEC States Bureau	
Processes		Meeting management, FABEC program management, FABEC work plan development, FABEC performance management, FABEC resource planning, FABEC budget management, FABEC procurement	
Contacts		ASB, FABEC States Bureau, SCs, Mil CG, F & P Committee, and FABEC stakeholders	

9.3.1 AFG Support Office

The AFG Support Office (AFG/SO) provides managerial support to AFG. The ToRs of AFG/SO are:

Lead		Chairman nominated by ASB	
Members		Civil and military staff of ANSPs	
Decisions		Not applicable	
Reporting		Reports to CM AFG	
Meetings		Meeting with AFG staff	
Activities		Provide secretarial support to AFG	
		Manage the FABEC website	
		Support with Management Systems and Methodology	
		Support FABEC Standing Committees, Task Forces or WGs	
	11	Manage FABEC TEN-T funding	R
	4	Define FABEC financial and human resources required	R
	4	Manage the FABEC budget	R
	12	Prepare FABEC procurements for the host ANSP	R
	13	Prepare FABEC EC inputs	R
	14	Develop individual BCs and CBAs when requested	R

16 **Monitor** development status of individual safety assessments

Execute any other task as given by CM AFG

Processes FABEC resource planning, FABEC budget management,

FABEC procurement

Contacts SCs, TFs, Projects

9.3.2 AFG/SPG

AFG/SPG is a body in direct support of the ASB. Without a clear and complete FABEC strategy, the FABEC program can not unlock potential improvements. AFG/SPG – on request of ASB – works on a FABEC strategy whilst the ASB is accountable to approve a strategy.

AFG/SPG – with the support of JIR – proposes positions to be taken within the context of FABEC external representation.

AFG/SPG can organize Ad-Hoc meetings with a group of representatives from the ANSPs which are relevant for the items on agenda. These representatives can be CEO advisors, CM Standing Committees, CM JIR, FABEC Social Dialogue Manager and CM COM Cell. The Ad-Hoc meetings of AFG/SPG also have the secretary ASB and CM AFG as attendants.

Lead Chairman nominated by ASB

Members CEO advisors and CM's SC

Decisions Not applicable

Reporting Reports to CM AFG

Meetings As necessary

Activities Support the ASB and its meeting preparation

1 **Propose** and maintain the ANSP FABEC strategy R

Define FABEC positions with support of SCs and JIR

Processes Meeting management, external representation

Contacts ASB, SC

9.3.3 AFG/PMG

AFG/PMG is responsible for FABEC performance management as defined in its ToRs.

Lead Chairman nominated by ASB

Members Civil and military staff of ANSPs

Decisions Not applicable

Reporting Reports to ASB and AFG

Meetings As required

Activities Deliver a FABEC CBA

2 Develop and maintain a Performance Case methodology for R performance assessment of FABEC initiatives

2 Support the application of the Performance Case methodology to FABEC initiatives

Monitor the performance contribution of FABEC initiatives

2 **Monitor** the overall FABEC performance contribution on behalf R

of the (provisional) Financial & Performance Committee

S

R

2	Collect and analyze FABEC performance data	R
2	Report to internal stakeholders on FABEC performance	R
2	Support acting in case of insufficient performance contribution	S
2	Advice States on performance matters including the FABEC Performance Plan Define FABEC positions in the area of competence for external stakeholders with support of relevant SCs	S
	FABEC ANSP performance management	
	FABEC Implementation Phase CBA Model Input	
	AFG, ASB, SCs (esp. OPS, Fin, Env and Safety), SPM (provisional) Financial and Performance Committee, (provisional) NSA Committee, PRB, PRU, CEF	

9.3.4 AFG/PMSG

Contacts

9.4

Processes

Contacts

AFG/PMSG is responsible for FABEC program management as defined in its ToRs.

Lead		Chairman nominated by ASB	
Members		Civil and military staff of ANSPs	
Decisions		Not applicable	
Reporting		Reports to CM AFG	
Meetings		Meeting with CM Standing Committees, CM of Task Forces, Project Leads of projects	
Activities	3	Develop and manage an integrated FABEC 5-year work plan	R
	3	Manage and develop the FABEC monthly progress report	R
	5	Support FABEC projects if requested	S
Processes		Meeting management, FABEC program management, FABEC work plan development	

The Standing Committee Safety

SC Safety is responsible to manage the Safety Management System at FABEC level and to ensure that local practices are in line with the FABEC safety policy.

To do that, SC Safety develops and manages the FABEC SMS and the FABEC Safety Case. In addition, SC Safety will also give support to TECH and OPS SC on safety (SMS support). To support its action some workgroups are dedicated on specific domains: SOMS, SRAP, SPM and OSCAR.

The Standing Committee Safety has following ToRs for its area of responsibility:

SCs, 6SFG, TFs, Projects

Lead	Chaired by a senior manager of the ANSPs
Members	Civil and military senior representatives of ANSPs.
	AFG as observer
Decisions	By consensus

Reporting Reports to the ASB

Meetings As required

Activities Define the FABEC Safety Policy R 15

Develop and maintain FABEC SMS functionality

16 **Develop and maintain** the overall FABEC Safety Case R

16 **Assist** the FABEC projects in achieving the required safety

cases for FABEC changes

Define FABEC positions in their area of competence for

external stakeholders

Advise and support ASB in their area of competence

5 **Provide** expert resources for TFs and WGs S

Processes Meeting management

Contacts ASB, NSAC, AFG, SCs

9.4.1 <u>SOMS</u>

The Safety Occurrences Management System (SOMS) is a body which supports SC Safety. Its ToRs are:

Lead Chairman nominated by SC SAF

Members Civil and military staff of ANSPs

Decisions Not applicable

Reporting Reports to SC SAF

Meetings SOMS working meetings;

participation of the CM to SC SAF meetings

Activities Develop SOMS R

Processes Not applicable

Contacts SC SAF

9.4.2 SRAP

The Safety Risk Assessment Process WG (SRAP) is a body which supports SC Safety. Its ToRs are:

Lead Chairman nominated by SC SAF

Members Civil and military staff of ANSPs

Decisions Not applicable

Reporting Reports to SC SAF

Meetings SRAP working meetings;

participation of the CM to SC SAF meetings

Activities Develop and maintain the safety risk assessment process R

Processes Not applicable

Contacts SC SAF

9.4.3 SPM

The Safety Performance Management (SPM) is a body which supports SC Safety. Its ToRs are:

Lead Chairman nominated by SC SAF

Members Civil and military staff of ANSPs

Decisions Not applicable

Reporting Reports to SC SAF

S

Meetings SPM working meetings;

participation of the CM to SC SAF meetings

Activities 2 Advise on KPIs in their area of competence R

2 **Measure and monitor** the safety performance of the C

ANSPs

2 Identify corrective actions in case of underperformance
R

Processes Not applicable

Contacts SC SAF, SC OPS, SC TECH, AFG/PMG, NSAC/Safety

Performance TF

9.4.4 OSCAR

The Overall Safety Case Assembly and Reporting (OSCAR) is a body which supports SC Safety. Its ToRs are:

Lead Chairman nominated by SC SAF

Members Civil and military staff of ANSPs Members of the NSAC

Decisions Not applicable

Reporting Reports to SC SAF

Meetings OSCAR working meetings;

participation of the CM to SC SAF meetings

Activities 16 Develop the FABEC Safety Case R

16 Maintain the FABEC Safety Case R

Processes Not applicable

Contacts SC SAF, NSAC

9.5 The Standing Committee OPS

SC OPS is responsible to manage operational matters at FABEC level as defined in its ToRs.

SC OPS oversees the operational projects, which are executed by Task Forces or Working Groups. In the execution of its responsibilities it is assisted by the OPS Work Office (OWO).

The SC OPS has following ToRs for its area of responsibility:

Lead Chaired by a senior manager of the ANSPs

Members Civil and military senior representatives of ANSPs.

AFG as observer

Decisions By consensus

Reporting Reports to the ASB

Meetings As required

Activities Advise and support ASB in their area of competence

Define FABEC positions in their area of competence for

external stakeholders

2 Advise on KPIs in their area of competence

Manage activities as tasked by ASB

1 **Develop** strategy or policies in their area of competence R

15

R

5	Propose and manage areas of cooperation or projects in their area of competence (including Safety Case, Performance Case and Environmental Case where appropriate)	R
	Define requirements in their area of competence	
2	Advise on performance in their area of competence	R
5	Define scope and content of work TFs or WGs	R
5	Steer their TFs or WGs	Α
7	Endorse deliverables of TFs or WGs	R
7	Coordinate the implementation of OPS FABEC deliverables	R
5	Provide expert resources for TFs or WGs	S
	Coordinate with the Airspace Committee	R
	Coordinate with the NMF	
2	Coordinate operational performance management	С
2	Define operation mitigations to meet performance targets	R
	Approve the FABEC OPS training concept	
	Assure CIV/MIL coordination in their domain	
	Meeting management	
	ASB, Airspace Committee, NMF, AFG, SCs	

9.5.1 OWO

Processes Contacts

The OPS Work Office (OWO) is a body which supports SC OPS. Its ToRs are:

LeadChairman nominated by SC OPSMembersCivil and military staff of ANSPs

Decisions Not applicable

Reporting Reports to SC OPS

Meetings OWO working meetings;

participation to SC OPS meetings

Activities Develops papers on OPS matters as requested by SC OPS

Support FABEC AD projects with methods and standards

Develop OPS strategy and concept papers

Support preparation of SC OPS meetings

Processes Not applicable

Contacts SC OPS, OPS TFs and Projects, TWG

9.6 The Standing Committee TECH

SC TECH is responsible to manage technical matters at FABEC level as defined in its ToRs.

TECH SC oversees several technical projects, which are executed by Task Forces or Working Groups. In the execution of its responsibilities it is assisted by the Technical Working Group (TWG).

The Standing Committee TECH has following ToRs for its area of responsibility:

Lead Chaired by a senior manager of the ANSPs

Members Civil and military senior representatives of ANSPs.

AFG as observer **Decisions** By consensus Reports to the ASB Reporting Meetings As required **Activities** Advise and support ASB in their area of competence **Define** FABEC positions in their area of competence for external stakeholders 2 Advise on KPIs in their area of competence R Manage activities as tasked by ASB **Develop** strategy or policies in their area of competence R 15 5 Propose and manage areas of cooperation or projects in their R area of competence (including Safety Case, Performance Case and Environmental Case where appropriate) **Define** requirements in their area of competence 2 Advise on performance in their area of competence R 5 Define scope and content of work TFs or WGs R Steer their TFs or WGs Α 5 Endorse deliverables of TFs or WGs 7 R Coordinate the implementation of TECH FABEC deliverables R 7 S 5 Provide expert resources for TFs or WGs Approve the FABEC TECH training concept Assure CIV/MIL coordination in their domain **Define** portfolio of potential FABEC Technical Investments 10 R 14 **Develop** BCs or CBAs for their initiatives R **Processes** Meeting management

9.6.1 TWG

Contacts

The Technical Working Group is a body which supports the SC TECH. Its ToRs are:

Lead Chairman nominated by SC TECH
Members Civil and military staff of ANSPs

ASB, AFG, SCs

AFG as observer

Decisions Not applicable

Reporting Reports to SC TECH

Meetings TWG working meetings;

participation to SC TECH meetings

Activities Develops papers on TECH matters as requested by SC

TECH

Supports FABEC technical projects in transversal areas

Develops TECH strategy and concept papers **Supports** preparation of SC TECH meetings Processes Not applicable

Contacts SC TECH, TECH TFs, WGs and Projects, OWO

9.7 The Standing Committee FIN

SC FIN acts as an advisory body for the ASB by proposing joint initiatives and developing ASB policies and positions in its domain. SC FIN is the focal point for consolidation of financial and operational benefits. SC FIN reviews common initiatives, assesses project deliverables and gives recommendations to other SCs.

SC FIN steers the TF Common Procurement. The objective of the TF Common Procurement is to develop a FABEC joint procurement strategy, to develop and maintain a portfolio of potential common procurement projects, to consider early opportunities for common FABEC procurement from the portfolio and to study possible options for a future a FABEC procurement function or entity.

SC FIN coordinates closely with AFG/PMG and other Standing Committees and Task Forces.

The Standing Committee FIN has following ToRs in its area of responsibility:

J		, ,	
Lead		Chaired by a senior manager of the ANSPs	
Members		Civil and military senior representatives of ANSPs.	
		AFG as observer	
Decisions		By consensus	
Reporting		Reports to the ASB	
Meetings		As required	
Activities		Advise and support ASB in their area of competence	
		Define common FABEC positions in their area of competence for external stakeholders	
	2	Advise on KPIs in their area of competence	R
		Manage activities as tasked by ASB	
	1 15	Develop strategy or policies in their area of competence	R
	5	Propose and manage areas of cooperation or projects in their area of competence	R
		Define requirements in their area of competence	
		Provide inputs for AFG deliverables	
	2	Advise on performance in their area of competence	R
	5	Define scope and content of work TFs or WGs	R
	5	Steer their TFs or WGs	Α
	7	Endorse deliverables of TFs or WGs	R
	7	Coordinate the implementation of FIN FABEC deliverables	R
	5	Provide expert resources for TFs or WGs	S
		Coordinate with the F & P Committee	R
	2	Advise on financial performance	С
	10	Define portfolio of potential FABEC common procurements	R
	14	Develop or support development of BCs or CBAs	R
		Provide Financial Controllers to support the FABEC program	
		Coordinate with the F & P Committee	

Develop the FABEC business plan

Processes Meeting management

Contacts ASB, F & P Committee, AFG, SCs

9.8 The Standing Committee HR

SC HR is responsible to manage HR matters at FABEC level as defined in its ToRs.

SC HR has following ToRs in its area of responsibility:

Lead Chaired by a senior manager of the ANSPs

Members Civil and military senior representatives of ANSPs.

AFG as observer

Decisions By consensus

Reporting Reports to the ASB

Meetings As required

Activities Advise and support ASB in their area of competence

(i.e. HR, Social Dialogue and Training)

Define FABEC positions in their area of competence for

external stakeholders

Manage activities as tasked by ASB

1 **Develop** strategy or policies in their area of competence I

8 **Organise and manage** FABEC social dialogue.

5 **Propose and manage** areas of cooperation or projects in their R

area of competence (including Safety Case, Performance
Case and Environmental Case where appropriate)

Define requirements in their area of competence

5 **Define** scope and content of work TFs or WGs R

5 Steer their TFs or WGs A

Endorse deliverables of TFs or WGs

7 **Coordinate** the implementation of HR FABEC deliverables R

5 **Provide** expert resources for TFs or WGs S

Develop a FABEC training concept

Assure CIV/MIL coordination in their domain

14 **Develop** BCs or CBAs for their initiatives R

Processes Meeting management

Contacts ASB, AFG, SCs

9.9 The Standing Committee ENV

SC ENV is responsible to manage environmental matters at FABEC level as defined in its ToRs.

SC ENV has following ToRs for its area of responsibility:

Lead Chaired by a senior manager of the ANSPs

Members Civil and military senior representatives of ANSPs.

R

R

AFG as observer

Decisions By consensus

Reporting Reports to the ASB

Meetings As required

Activities Advise and support ASB in their area of competence

Define FABEC positions in their area of competence for

external stakeholders

Manage activities as tasked by ASB

1 **Develop** strategy or policies in their area of competence

15

Define requirements in their area of competence

7 Endorse ENV deliverables R

7 **Coordinate** the implementation of ENV FABEC deliverables R

5 **Provide** expert resources for TFs or WGs

Advise on KPIs in their area of competence

Advise on performance in their area of competence

Processes Meeting management

Contacts ASB, Airspace Committee, AFG, SCs

9.10 The Standing Committee IRL

SC IRL is responsible to manage institutional/regulatory/legal matters at FABEC level as defined in its ToRs.

SC IRL has following ToRs in its area of responsibility:

Lead Chaired by a senior manager of the ANSPs

Members Civil and military senior representatives of ANSPs.

AFG as observer

Decisions By consensus

Reporting Reports to the ASB

Meetings As required

Activities Advise and support ASB in their area of competence

Define FABEC positions in their area of competence for

external stakeholders

Manage activities as tasked by ASB

1 **Develop** strategy or policies in their area of competence R

15

5 **Propose and manage** areas of cooperation or projects in their R

area of competence

Define requirements in their area of competence

5 **Define** scope and content of work for TFs or WGs R

5 Steer their TFs or WGs A

7 **Endorse** deliverables of TFs or WGs R

Coordinate the implementation of IRL FABEC deliverables R

7

R

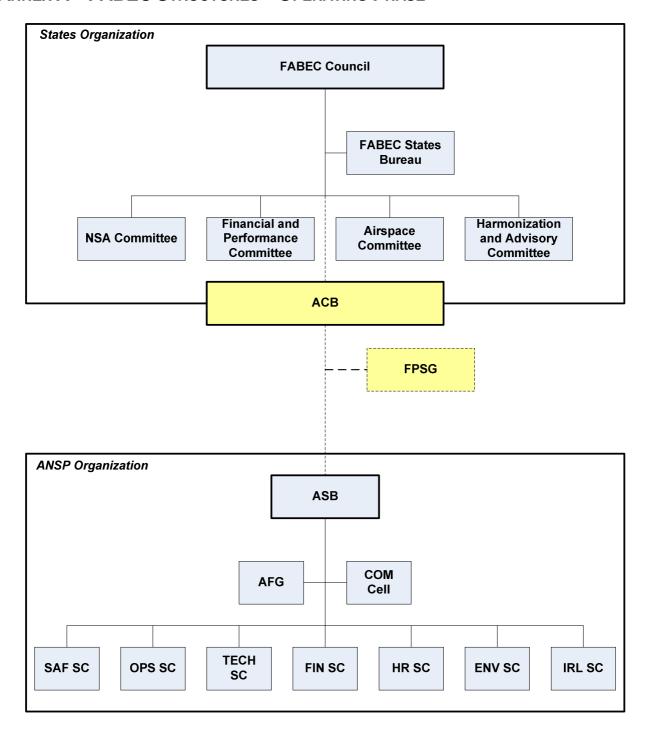
5 Provide expert support for TFs or WGs S
Assure CIV/MIL coordination in their domain
Coordinate with the H & A Committee

6 **Develop and maintain FABEC ANSP Legal Arrangements** R

Processes Meeting management

Contacts ASB, H&A Committee, AFG, SCs

ANNEX A - FABEC STRUCTURES - OPERATING PHASE



ANNEX B - RASCI MATRIX - GENERAL

#	Activities	ASB	AFG/SO	AFG/SPG	AFG/PMG	AFG/PMSG	SC SAF	SC OPS	SC TECH	SC HR	SC FIN	SC ENV	SC IRL	COM Cell	[P]FC	St. Com.
1	FABEC ANSP Strategy	Α		R	С		С	С	С	С	С	С	С	С	I	
2	FABEC ANSP Performance Management	Α			R		Ann B2	Ann B2	Ann B2	Ann B2	Ann B2	Ann B2	Ann B2	Ann B2	Ann B2	Ann B2
3	FABEC 5 year work plan	Α	S			R	С	С	С	С	С	С	С	С	I	
4	FABEC Program Budget	Α	R		С	С	С	С	С	С	С	С	С	С		
5	FABEC ANSP cooperation initiatives ¹	Α	I	С	C/S	S	R/S/C	R/S/C	R/S/C	R/S/C	R/S/C	R/S/C	R/S/C	I	I	
6	FABEC cooperation framework	Α	I	I	I	I	I	I	I	I	I	I	R	I	I	
7	FABEC deliverables	Α		R	R	R	R	R	R	R	R	R	R	R		
8	FABEC Social dialogue	Α		S	S	S	S	S	S	R	S	S	S	I		I
9	FABEC communication	Α		С	С	С	С	С	С	С	С	С	С	R	Α	С
10	FABEC investment and procurement	Α			I	I	I	С	R	I	R	I	С	I		
11	FABEC TEN-T funding	Α	R		С	С	С	С	С	С	С	С	С	I	I	
12	FABEC program related procurement	Α	R	С	С	С	С	С	С	С	С	С	С	С		
13	FABEC input for EC	С	R	С	С	С	С	С	С	С	С	С	С	С	Α	S
14	BCs and CBAs for FABEC ANSP initiatives	Α	R	ı	С		С	С	C/R	C/R	C/R	С	C/S	I		
15	FABEC domain policies	Α		С	С	I	C/R	C/R	C/R	C/R	C/R	C/R	I	I		
16	FABEC Safety Management	Α	S		С	I	R	С	С	С	I	I	I	I	I	

 $^{^{\}rm 1}$ Depending of the cooperation initiative, SC will be either R, S or C

ANNEX C - ACRONYMS

2YB Two-Year Budget 5YWP Five-Year Work Plan 6SFG 6-States FABEC Group

AD Airspace Design AFG ANSP FABEC Group

AFG/PMG AFG Performance Management Group

ANS Air Navigation Services
ANSCB ANS Consultative Board
ASB ANSP Strategic Board
ASM Airspace Management
ATFM Air Traffic Flow Management

BC Business Case

CBA Cost Benefit Analysis

CEF Capacity Enhancement Function

CEO Chief Executive Officer

CIV/MIL Civil/Military
CM Chairman
COM Communication

CRM Customer Relationship Management

EC European Commission
EU European Union

F & P Committee Financial and Performance Committee

FPSG FABEC Project Steering Group

H&A Committee Harmonization and Advisory Committee

HR Human Resources

JIR Joint International Representation

KPA Key Performance Area
KPI Key Performance Indicator

Mil CG Military Coordination Groups

NMF Network Management Function NSA National Supervisory Authority

NSAC NSA Committee

OSCAR Overall Safety Case Assembly and Reporting

OWO OPS Work Office

PL Project Leader

PRB Performance Review Board PRU Performance Review Unit

RoP Rules of Procedure

SC ENV SC Environment SC FIN SC Finance

SC HR SC Human Resources

SC IRL SC Institutional Regulatory and Legal

SC OPS SC Operations

SC SAF SC Safety SC TECH SC Technics

SC Standing Committee
SES Single European Sky
SG Steering Group

SOMS Safety Occurrences Management System

SPG Strategy and Policy Group

SPM Safety Performance Management SRAP Safety Risk Assessment Process WG

TEN-T Trans European Networks – Transport

TF Task Force

ToRs Terms of Reference TWG Technical Working Group

WG Working Group