

NSA Cooperation Agreement

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NSA Co-operation Agreement

Civil Aviation Administration of the Republic of Lithuania and Civil Aviation Office of the Republic of Poland, hereinafter referred to as "the NSA" or "the NSAs" or "the Contracting Parties",

the authorities nominated as National Supervisory Authorities under the Regulation (EC) No. 549/2004 as amended, by the Contracting States to the Agreement on the Establishment of the Baltic Functional Airspace Block, hereinafter referred to as the Baltic FAB Agreement,

referring to the requirement on close cooperation to ensure adequate supervision as per the Regulation (EC) No. 550/2004 as amended and requirement to exchange appropriate information to ensure safety oversight under the Regulation (EC) No. 1034/2011,

recognizing the need to complement the Baltic FAB Agreement with respect to Article 22, paragraph 1 and the obligation undertaken by its Contracting States to ensure conclusion of the NSA Cooperation Agreement providing for the detailed conditions of the exercise of the rights and obligations of their NSAs under the Baltic FAB Agreement,

hereby agree as follows:

SECTION I INTRODUCTION

Article 1 Definitions

1. For the purpose of this Agreement the definitions established in the Baltic FAB Agreement and definitions established by Single European Sky Regulations shall bear the same meaning herein.
2. Unless stated differently or the context requires otherwise, other terms and expressions used in this Agreement shall be construed in accordance with their use and interpretation in the relevant legislation adopted on the basis of the Treaty on the Functioning of the European Union and on the basis of International Convention on Civil Aviation.

Article 2 Purpose of Agreement

The purpose of this Agreement shall be to:

- (i) establish the cooperation of the NSAs with respect to harmonisation of national rules including respective procedures in relevant areas;
- (ii) define procedures and conditions related to exercise of rights and obligations of the NSAs under the Baltic FAB Agreement;
- (iii) establish harmonized procedures for reporting, exchange and dissemination of safety-related information.

Article 3



National Supervisory Authorities Coordination Committee (NSA CC)

1. The Contracting Parties shall agree to establish NSA CC which will be responsible for the management of the relationships between the NSAs in order to ensure harmonized supervision over the ANSPs in Baltic FAB.
2. The NSA CC shall consist of three members of each NSAs appointed by the Heads of NSAs.
3. The Heads of NSAs shall approve the NSA CC terms of reference and amendments therein.

SECTION II HARMONISATION AND COORDINATION

Article 4 Harmonisation of national rules

1. The NSAs shall harmonize their internal rules and procedures regulating their supervisory tasks, aiming at gradual creation of the "Common handbook of the Baltic FAB NSAs supervisory rules and procedures".
2. Implementing this Agreement, in particular Section III thereof, the NSAs shall identify the national rules and procedures eligible for harmonisation.
3. Except as otherwise provided in paragraph 6 herein and unless NSA CC terms of reference stipulate otherwise, the NSA CC shall discuss and submit to the Baltic FAB Council the proposals on the harmonisation of rules on ANS, ATFM, ASM, reporting, training and licensing of the ATCOs and competent assessment of personnel involved in safety related tasks in ATM, certification of the training organisations and other rules related to their supervisory and safety oversight activities.
4. The concerned NSAs, acting through their representatives in the NSA CC shall agree on uniform implementation of the decisions and measures adopted by the Baltic FAB Council within the remit of the Baltic FAB Agreement and falling within the competence of the NSAs. Each concerned NSA shall provide the other NSA with appropriate information regarding the implementation of such decisions and measures in due time.
5. The NSA CC shall develop the common format of safety oversight reports.
6. The Contracting Parties shall endeavor to achieve a harmonized compliance with Standards and Recommended Practices drawn up and updated from time to time by the International Civil Aviation Organisation in the Annexes to the Chicago Convention.
7. The Contracting Parties shall consult each other on their obligations with respect to the elaboration of these Standards and Recommended Practices in order to reach a common position on their implementation in the national regulations of the Contracting Parties and application in the FAB established by the Contracting Parties.

Article 5 Technical cooperation

1. As confirmed in Article 9 of the Baltic FAB Agreement, the Contracting Parties shall be committed to cooperate in order to implement the objectives of the Baltic FAB. In addition to the areas



mentioned in the aforementioned provision, they shall undertake activities to enhance technical cooperation generally.

Article 6

Coordination of performance plans

2. The NSAs shall closely cooperate and coordinate their activities pertaining to their rights and obligations with respect to the performance scheme as laid down under the applicable EU regulations, in particular the elaboration of performance plans, their harmonisation and the targets set out therein and/or Baltic FAB performance plan, if adopted.
3. Up-to-date copies of performance plans shall be stored in Data repository.

SECTION III

SUPERVISION AND SAFETY OVERSIGHT IN BALTIC FAB

Article 7

Applicable rules and procedures

1. The Contracting Parties shall be responsible for the supervision of the ANSPs certified by them, irrespective of the part of the Baltic FAB airspace to which they have been designated.
2. The NSAs shall be entitled to request relevant information on the application of notified rules and procedures by the concerned ANSP. The requested NSA shall be obliged to address the request without undue delay.

Article 8

Safety oversight programs

1. The national safety oversight program of each NSA shall cover all aspects required by the applicable EU regulations within the time span of one year.
2. Each NSA shall notify the annual safety oversight program to the NSA CC at the latest 1 month after the entry into force of this Agreement and later on annual basis. Each NSA shall keep its program up-to-date and inform the NSA CC of its changes, if applicable, without undue delay.
3. Subject to NSA CC terms of reference, the NSA CC shall develop a common safety oversight program form covering all ANSPs to the extent of services provided in Baltic FAB.

Article 9

Oversight activities and corrective actions

1. Each NSA shall inform the NSA CC of any event which affects ATM operations in cross-border sectors.
2. Each NSA shall have a right to request a participation as an observer in any activity planned under the common safety oversight program. The NSA carrying out the activity shall cater for the participation of the requesting NSA. The requesting NSA shall bear the expenses of its participation.

3. Each NSA shall have a right to request an extraordinary inspection/audit of the ANSP and/or the operating organisation not planned for in the common safety oversight program, however, such request shall be addressed to NSA CC for acceptance. The requested NSA shall be obliged to carry out the inspection/audit in a manner and time agreed with the NSA CC.

Article 10

Safety oversight of changes to functional systems

1. All new functional systems or changes to the existing functional systems of the ANSPs which could affect cross-border operations within Baltic FAB shall be notified to the NSA CC.
2. The NSA CC shall review and take a decision on the approval of the change. The ANSP, which applied for a change, shall be informed of the decision.
3. The oversight of the change shall be subject to the NSA, which has certified the applying ANSP.

Article 11

Safety directives

Each NSA shall inform the NSA CC in due time on any unsafe condition in a functional system of the respective ANSP under its supervision and the issuing of a respective safety directive .

SECTION IV INFORMATION

Article 12

Exchange of information

1. The NSAs shall exchange all information specifically provided for in this Agreement.
2. Each NSA shall immediately inform the NSA CC of any change or modification of the legal status of the ANSP(s) under its supervision, any change, amendment or revocation of the certificate(s) of such ANSP(s) and/or the rights, obligations and conditions attached thereto, any penalties or equivalent measures imposed on such ANSP(s) and safety related obligations in the designation acts.
3. The NSAs will exchange all relevant safety-related information (including but not limited to identified non-conformities) gathered within the monitoring of safety performance on the multilateral basis, particular each NSA shall exchange ATM Occurrence Reports received via the national reporting system in the format of AST report based on ESARR 2 requirements or in the format of ECCAIRS with the objective to monitor and identify adverse trends in the ANSPs safety performance.
4. The initial information on the NSAs and the scope, details and deadlines for exchange of information: NSA-related information with a list of contact persons for selected areas of cooperation per each NSA and a list of qualified entities contracted by each NSA and specification of delegated activities, ANSPs-related information, safety-related information.
5. Each NSA shall be obliged to keep the list of NSA-related information up-to-date and to inform the NSA CC of the changes without undue delay.



6. The Contracting Parties shall grant access to operational data envisaged under applicable EU regulations and paragraph 5 of this article to ANSPs, to airspace users and airports on a non-discriminatory basis.
7. The stakeholders referred to in the preceding paragraph shall lay down standard conditions of access to their relevant operational data other than those referred to in the preceding paragraph in accordance with applicable procedures established by EU regulations, and those referred to in Article 2(ii) of this Agreement.

Article 13 **Safety oversight reports**

1. Subject to the requirement for the annual safety oversight report under the applicable EU regulations and subject to the NSA CC terms of reference, the NSA CC shall adopt annually a "Baltic FAB Annual safety oversight report" in the format and time defined in NSA CC terms of reference.
2. The Baltic FAB annual safety oversight report shall be submitted to the Baltic FAB Council by the end of Q2 of the following year after the year which is reported.

Article 14 **Data repository**

1. The NSAs shall establish Data repository in the electronic form.
2. Subject to the NSA CC terms of reference, the NSA CC shall adopt the statute of the Data repository, including identification of the entity responsible for its operation, its duties and information obligations towards the NSAs.

Article 15 **Pool of experts**

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

SECTION V **MISCELLANEOUS**

Article 16 **Language arrangements**

1. The working language for all matters related to this Agreement shall be English. All written communication between the NSAs shall be in English.



2. The documents to be provided in English shall be listed in NSA CC terms of reference. The costs of translation shall be borne by the NSA which has an obligation to submit the document under this Agreement.
3. Each NSA shall have the right to request the submission of the document not listed in NSA CC terms of reference, if necessary for proper execution of its rights and obligations under the Baltic FAB Agreement. The requesting NSA shall bear the costs of the translation.
4. In case of participation of the NSA as an observer in an activity of other NSA, the NSA carrying out the activity shall be obliged to arrange for the interpreter to English, unless otherwise mutually agreed. The interested NSA shall bear the expenses of interpretation.

Article 17

Consultation and dissemination of information

1. In case of a need of consultation in Baltic FAB matters, the NSA CC shall organize an appropriate consultation with third parties.
2. No party to this Agreement shall disclose or divulge any information classified by any other party as confidential which it may acquired in connection with this Agreement to any third person without prior written consent of the respective party unless such information is publicly available.
3. Each Contracting Parties shall set up a Social Dialogue with the professional staff representative bodies in accordance with the provisions of this Agreement, the national regulations of the Contracting Parties and applicable EU Regulations.
4. The expenses of an activity coming under this Agreement shall be borne by the NSA responsible for its supervision.

Article 18

Final provision

1. Upon signature by the Contracting parties this Agreement shall enter into force on the date of entry into force of the Baltic FAB Agreement for both Contracting States.
2. This Agreement may be amended by a mutual written consent of both Contracting Parties.
3. No Contracting Party shall have a right to terminate its participation in this Agreement unless:
 - a) the Baltic FAB Agreement has been (i) terminated, (ii) its entire application has been suspended by the Contracting State which nominated or established respective NSA, or (iii) the application of its provisions related to the supervision have been suspended by the Contracting State which has nominated or established respective NSA or;
 - b) the Contracting Party ceased to be nominated or established as an NSA.
4. This Agreement shall be open for accession by public authorities of the Contracting States to the Baltic FAB Agreement acting as national supervisory authority under the respective national rules and/or nominated or established as national supervisory authorities in accordance with the Regulation (EC) No. 550/2004 and/or by the authority acting on their behalf.



In witness hereof, the undersigned, having been duly authorized to sign this Agreement, have examined and agreed to execute this Agreement by signing two copies of this Agreement.

Signed at Warsaw on 6th September 2012 in two counterparts in the English language.

Civil Aviation Administration of the Republic of Lithuania,

.....  Algirdas Runka

Civil Aviation Office of the Republic of Poland,

.....  Krzysztof Mocz

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