



**BLUE MED PROJECT PHASE 2: DEFINITION**

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# **BLUE MED FAB State Level Agreement**

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*Released Issue*

Version 2.0

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STATE LEVEL AGREEMENT

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This document constitutes the draft of the State Level Agreement between the BLUE MED EU Member States. It sets the legal framework of cooperation between the concerned States in the various areas of Air Traffic Management and oversight. The State Level Agreement complies with the applicable regulatory requirements and will be made available to the Commission, as part of the information to be provided before establishing a FAB.

**Keywords**

BLUE MED, FAB, STATE, LEVEL, AGREEMENT.

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**AGREEMENT ON THE ESTABLISHMENT OF  
THE BLUE MED FUNCTIONAL AIRSPACE BLOCK**

**BETWEEN**

**THE REPUBLIC OF CYPRUS**

**THE HELLENIC REPUBLIC**

**THE ITALIAN REPUBLIC**

**AND**

**THE REPUBLIC OF MALTA**





*Preamble*

**The Government of the Republic of Cyprus;  
The Government of the Hellenic Republic;  
The Government of the Republic of Italy  
and  
The Government of the Republic of Malta**

HAVING REGARD TO the European Union Single European Sky (SES) legislation, to the relevant implementing rules and to the statement by the EU Member States on military issues relating to the Single European Sky;

DESIRING to enhance the current ATM/ANS safety standards and to achieve the optimum effectiveness, efficiency and capacity of European Air Traffic Management, reducing the environmental impact on the airspace under their responsibility, as required by the SES legislation;

WHEREAS the Single European Sky targets are to be reached through the creation of Functional Airspace Blocks (FAB), with the air navigation services being performance-driven and optimised with a view to introducing enhanced cooperation among air navigation service providers;

EXPRESSING their will to cooperate with the required equality in the implementation of the SES in order to obtain benefits for airspace users;

RECOGNIZING that the conclusion of an Agreement regarding the establishment and implementation of BLUE MED shall not affect the exclusive rights of the Member States with regard to sovereignty over the airspace above their territories or their prerogatives with regard to security and defence in airspace under their responsibility in accordance with the relevant ICAO regional air navigation agreements;

CONSIDERING that a more integrated approach promoting and fostering civil and military co-operation in air traffic management shall be beneficial to the implementation of the FAB objectives;



DESIRING, in accordance with the Single European Sky legislation, to expand participation to the BLUE MED FAB by involving other neighbouring Countries which are non EU Member States within the relevant Acquis Communautaire and the SES legislation context, specified in the legal grounds for the implementation of the FAB approach and pre-accession undertakings as agreed in the respective BLUE MED associated partners agreements;

CONSIDERING that the Feasibility Report of the Functional Airspace Block 'BLUE MED' showed that the implementation of the proposed FAB, while being feasible and cost-effective, is expected to bring about relevant improvements in the operational, environmental and technical fields while maintaining a high level of safety;

HAVING REGARD to the Joint Declaration of intent relating to the establishment of a BLUE MED FAB, signed in Rome on 4 November 2008 by the Ministers of Transport of the BLUE MED States;

CONSIDERING the positive conclusion of the Definition Phase;

CONSIDERING the concept of operations and especially the "virtual centre" concept;

RECOGNISING the need to operate in a "Just Culture" environment as set out by International and European legislation;

CONSIDERING that the SES legislation, sets out a performance framework with quantified target setting to ensure better integration of the service provision while strengthening the overall network management function;

CONSIDERING that military mission effectiveness, civil-military cooperation and coordination are of utmost importance in order to achieve the performance objectives while understanding that the performance scheme should be without prejudice to the relevant SES legislation aiming at safeguarding essential security or defence policy interests;

CONVINCED that the establishment of the BLUE MED FAB shall meet the objectives of achieving optimum effectiveness, efficiency and capacity of the Air Traffic Management network, while maintaining a high level of safety within their respective airspace, and reducing the environmental impact;



AIMING at setting forth the legal and institutional context for the establishment and functioning of the BLUE MED FAB with particular, but not exclusive, regard to the SES legislation;

**HEREBY AGREE AS FOLLOWS:**



## *General Provisions*

### **Article 1 Definitions**

For the purpose of this Agreement, unless otherwise stated, any term and expression used in this Agreement and in any annex hereto which definition is not provided for in the SES legislation, shall be referred on the basis of the Chicago Convention of 1944 on the International Civil Aviation Organisation.

In addition, the following terms shall have the meanings set out below:

1. **“Agreement”** means this agreement including all its annexes and any reference to the Agreement includes a reference to the Annexes.
2. **“Airspace concerned”** means the airspace under the responsibility of the Member States in accordance with International Civil Aviation Organization (ICAO) rules, as defined in Article 3 of this Agreement.
3. **“BLUE MED FAB Associated Partners”** means those neighbouring states which have concluded an agreement with the BLUE MED Member States setting forth the terms and conditions of their commitment to FAB activities within the framework of Single European Sky legislation and the relevant Acquis Communautaire.
4. **“BLUE MED FAB Member States”** or “Member States” means the States that have signed this Agreement.
5. **“BLUE MED Functional Airspace Block”** or **“BLUE MED FAB”** means the Functional Airspace Block established by the Member States under this Agreement.
6. **“Chicago Convention”** or **‘ICAO Convention’** means the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944.
7. **“Civil/Military coordination”** is the communication between civil and military elements (human and/or technical) necessary to ensure safe, efficient and harmonious use of the airspace.
8. **“Cross-border airspace”** means an airspace structure extending across national borders and/or the boundaries of Flight Information Regions.
9. **“Operational air traffic”** means flights that do not comply with the provisions laid down for general air traffic and for which rules and procedures have been specified by the appropriate national authorities.



10. **“Operational Concept”** of BLUE MED as defined in the Concept of Operations (D1.1a Edition 1.1,22/12/2009) document, and approved by the Governing Body
11. **“State aircraft”** shall have the meaning ascribed to it by Article 3 of the Chicago Convention.
12. **“Search and Rescue Region”** or **“SRR”** means an area of defined dimensions, recognized by the International Civil Aviation Organisation (ICAO) regional air navigation plans associated with a rescue co-ordination centre (RCC) within which search and rescue services are provided.
13. **“Single European Sky legislation”** or **“SES legislation”** is used as a generic denomination meaning variously all the regulations, the related implementing rules and the directives issued by the European Parliament, the Council and the Commission in the framework of the Single European Sky Initiative, including also measures issued by the Commission.
14. **“Territory”** means the land areas as well as the territorial waters, and the related airspace under the sovereignty of a Member State in accordance with international law, including the United Nations Convention on the Law of the Sea and its national legislation.

## Article 2

### Objective of the Agreement

1. The objective of the present Agreement is to establish the BLUE MED Functional Airspace Block in compliance with the Single European Sky legislation, and to set forth the rules and procedures for its implementation.
2. This Agreement does not create an organization with an international legal personality.



### Article 3

#### Geographic scope and application

1. The provisions of the present Agreement apply in respect of the airspace of the flight information regions (FIR) as well as upper information regions (UIR) entrusted to the Member States by the ICAO Regional Air Navigation Agreements, as identified hereunder:
  - Athinai FIR;
  - Hellas UIR;
  - Nicosia FIR/UIR;
  - Milan FIR/UIR;
  - Rome FIR/ UIR;
  - Brindisi FIR/UIR; and
  - Malta FIR/UIR.
  
2. The application of this Agreement shall be without prejudice to the rights and duties of Member States under the Chicago Convention as well as under any other international agreement binding upon them.

### Article 4

#### Sovereignty, Security and national defence needs

1. This Agreement shall be without prejudice to the complete and exclusive sovereignty that Member States have over the airspace above their respective territory.
  
2. The provisions of this Agreement shall be without prejudice to national requirements relating to public order, public security and defence interests of the Member States relating to security and national defence needs.
  
3. Each Member State shall be entitled to apply any appropriate measure, including the right to order any aircraft to clear its national airspace for the purpose of safeguarding



essential security and defence policy interests. The Member State shall nevertheless make every effort to inform other Member States and to minimise the disruption of FAB operations.

## **Article 5**

### **Functional Airspace Block**

The BLUE MED FAB hereby established shall aim at achieving optimal capacity, efficiency and performance within the airspace concerned, regardless of existing boundaries, with respect to safety, cost efficiency and environmental impact sustainability for European Air Traffic management network (EATMN).

## **Article 6**

### **Commitment of the Member States**

With a view to achieving the objective of the BLUE MED FAB, the Member States commit to cooperate and take appropriate measures, in accordance with their national procedures and pursuant to the present Agreement, in particular in the following domains:

- (a) Airspace Organisation;
- (b) Air Traffic Management;
- (c) Air Navigation Services;
- (d) Civil/Military cooperation;
- (e) Harmonisation of rules and procedures;
- (f) Governance
- (g) Regulatory supervision;
- (h) Charging;
- (i) Performance;
- (j) Interoperability



## Article 7

### Airspace Organisation and Air Traffic Management

1. The Member States shall closely co-operate in the provision of Airspace Management and Air Traffic Flow Management Services and make the most efficient use of available resources and capabilities within the BLUE MED FAB.
2. The Member States undertake to jointly design the BLUE MED FAB airspace identified under Article 3. To this end, the Member States agree to ensure in particular:
  - (a) the design of the airspace structures concerned to facilitate defragmentation and dynamic sectorisation taking due account of collaborative processes at EATMN level;
  - (b) the development and approval of a BLUE MED FAB airspace design policy, in close cooperation between civil and military authorities and in consultation with any relevant stakeholders with particular regard to airspace users;
  - (c) the development, approval and implementation of a BLUE MED Airspace Development Plan;
  - (d) the assessment of airspace modifications affecting the performance at BLUE MED FAB level.
  - (e) the coordinated establishment of cross border airspace within the BLUE MED FAB.
3. In doing so, the Member States, through the identified Governance structures, shall interface with the EU Network Management function in accordance with the SES legislation and following ICAO procedures.
4. The Member States shall ensure the development and implementation of a BLUE MED FAB management policy of the airspace concerned with a view to achieving optimal coordination of air traffic flows.





## Article 8

### Civil/Military coordination and cooperation

1. The Member States shall cooperate at the legal, operational and technical level to achieve and enhance the efficient and consistent application of the concept of flexible use of airspace, in accordance with SES legislation, existing national arrangements and applicable international agreements and taking into account both civil and military requirements as well as security and defence interests.
2. The Member States shall take all necessary measures to ensure that appropriate consultation and coordination mechanisms between civil and military authorities are in place for the management of the airspace under their responsibility.
3. Such measures shall be based upon letters of agreement between civil and military authorities and air traffic service units for the safe and efficient conduct of military operations, training and exercises, access to ANS information and facilities provided it is allowed by national legislation, and may include a civil/military common airspace management committee.
4. In cases where cross-border services in the airspace concerned are provided, the Member States shall encourage close cooperation between the civil and military air navigation service providers
5. The Member States shall strive to harmonise the relevant civil and military arrangements to facilitate civil/military cooperation, in particular in the field of defence and ATM security.
6. This Agreement does not affect the right of each Member State subject to the relevant ICAO rules and procedures to reserve or otherwise arrange defined volumes of airspace within the airspace under their responsibility, for exclusive or specific use of military users and/or aircraft operated as Operational Air Traffic.



## **Article 9**

### **Air Navigation Services**

1. Pursuant to the terms and conditions set forth in the present Agreement, the Member States undertake to implement the Operational Concept defined in order to foster a closer cooperation for the provision within the BLUE MED FAB of the following air navigation services:
  - (a) Air Traffic Services (ATS);
  - (b) Communication, Navigation and Surveillance Services (CNS);
  - (c) Meteorological Services (MET); and
  - (d) Aeronautical Information Services (AIS).
  
2. The Member States shall encourage closer cooperation in the provision of air navigation services and the efficient use of available resources and capabilities within the BLUE MED FAB.
  
3. This Agreement shall be applied without prejudice to arrangements or agreements related to the provision of air traffic services between any Member State(s) and a third party existing prior to the signature of this Agreement. Such existing arrangements/agreements with third parties are notified to the BLUE MED Governing Board upon signature of this agreement.

## **Article 10**

### **Joint Designation**

1. The Member States shall, by means of written agreements or equivalent legal arrangements, jointly designate the air traffic service providers to provide the relevant air traffic services within the portions of airspace assigned to them as their respective area of responsibility.
  
2. The Member States shall inform one another of any change occurring with reference to the rights and obligations of the designated air traffic service providers at national level and of any change in the terms of certification or in the legal status of the designated air traffic service providers.



3. The Member States shall jointly inform the European Commission, the Single Sky Committee and other EU Member States of any decision taken under the present article concerning the designation of air traffic service providers.
4. Air Navigation Service Providers authorised by a Member State to provide ANS without certification in line with SES legislation shall be notified to the Governing Board by the Member State concerned.
5. Air traffic Service Providers not jointly designated in accordance with the present article, if any, shall be notified to the Governing Board by the Member State concerned.

### **Article 11**

#### **Communication, Navigation and Surveillance Services**

1. The Member States shall endeavour to make use of any common and inter-operable technical systems and to achieve the cost efficient deployment of infrastructures for the provision of Communication, Navigation and Surveillance Services by civil air navigation service providers.
2. The interoperability arrangements should take into account national security requirements. Any technical change influencing the provision of the air navigation service to military aviation shall be coordinated with the appropriate military authority of the Member State concerned.

### **Article 12**

#### **Aeronautical Information Services**



The Member States shall ensure closer cooperation among providers of aeronautical information services and shall endeavour to coordinate the provision of Aeronautical Information Services in the airspace concerned.

### **Article 13**

#### **Meteorological Services**

1. The Member States shall ensure closer cooperation among providers of aeronautical meteorological information and services.
2. Each Member State shall provide the BLUE MED Governing Board, with a list of the meteorological service providers designated on an exclusive basis or otherwise authorized pursuant to SES legislation to provide MET services in the airspace under its responsibility.

### **Article 14**

#### **Relations between designated Air Traffic and Meteorological Service Providers**

1. The Member States shall ensure that the designated Air Traffic and Meteorological service providers enter into appropriate written agreements or equivalent arrangements providing for the rules and procedures governing their cooperation, collaboration and coordination in the provision of services within the airspace concerned with a view to achieving an enhanced cooperation in ATM/ANS. Such agreements or arrangements shall be notified to the Governing Board.
2. Any such written agreements or equivalent legal arrangements concerning cross border Air Traffic and/or MET services in the airspace concerned shall be approved by the Member States after consultation with the BLUE MED Governing Board. Once approved, they shall be notified to the BLUE MED Governing Board.
3. The Member States shall ensure that any written agreements or equivalent legal arrangements concerning the provision of air traffic services by designated air traffic service providers outside the airspace concerned with neighbouring States do not affect this agreement and are notified to the BLUE MED Governing Board and to the Depositary.



## **Article 15**

### **Harmonisation**

The Member States, having regard to SES legislation, shall strive to harmonise their national rules and procedures with a view to achieving the development and implementation of BLUE MED FAB ANSP Safety Management Systems as well as appropriate safety oversight processes. To this end, Member States shall work on a regular basis by using any appropriate means through the ANSP and NSA Committees.

## **Article 16**

### **Charging**

1. The Member States shall endeavour to achieve the widest possible harmonisation of their national charging policies for en-route traffic in the air space concerned and shall strive to agree within the BLUE MED Governing Board on common principles of charging policy, in accordance with the provisions of the relevant SES legislation
2. With a view to achieving the widest possible harmonisation of route charges in the airspace concerned, the Member States shall, within the BLUE MED Governing Board, coordinate their policy related to unit rates.

## **Article 17**

### **Supervision**

1. The Member States recognize that each National Supervisory Authority, individually established or nominated by each Member State in accordance with the SES legislation and listed in Annex 1 to the present Agreement, shall carry out the tasks entrusted to such competent Authority pursuant to the Single European Sky legislation, thus ensuring



appropriate supervision and safety oversight of the air navigation services provided in the BLUE MED FAB.

2. The Member States shall promote and facilitate close cooperation among their respective National Supervisory Authorities on the supervision of the air navigation services provided in the BLUE MED FAB in the framework of the Single European Sky Regulations and undertake to strive for the widest possible harmonisation of national rules and procedures governing supervision.
3. To this end, the Member States shall ensure that their respective National Supervisory Authorities conclude appropriate written arrangements on any issue deemed necessary, falling within the remit of their responsibilities.
4. The NSA Agreement shall be notified to the Governing Board.
5. The National Supervisory Authorities Committee shall periodically consult with the Air Navigation Service Providers Committee and, as far as civil military cooperation and FUA are concerned, with the Civil Military Coordination Group, and shall report to the Governing Board any safety issues arising.

## **Article 18 Performance**

1. The Member States commit to achieve progressive convergence of their national performance plans pursuant to the SES legislation.

## **Article 19 Governing Board**

1. A BLUE MED Governing Board is hereby established as a joint decision-making body for the purposes of the implementation, operation and further development of this Agreement and of the BLUE MED FAB.



2. The Governing Board shall be composed of the following representatives:

**(a) Voting members:**

One (1) duly authorised representative of each Member State. In addition each Member State may appoint, on a permanent or ad hoc basis, one (1) duly authorised military representative. Each Member State has a single vote; and

**(b) Non-voting members:**

- (i) one (1) representative from the NSA Committee;
- (ii) one (1) representative from the Civil /Military Coordination Committee; and
- (iii) one (1) representative from the ANSP Committee.

3. Upon invitation by the BLUE MED Governing Board, representatives from Associated Partners may attend subject to the conditions set out in the specific agreements signed between each of them and the BLUE MED Member States in accordance with Article 34. The relevant stakeholders may attend as observers either upon invitation by the BLUE MED Governing Board or following the approval by the Board of their application to attend.

## Article 20

### Competencies of the Governing Board

The Governing Board shall ensure the implementation of this Agreement and the fulfilment of the objectives of the BLUE MED FAB maintaining compliance by the BLUE MED FAB with the requirements set out in SES legislation. In order to meet the commitments of the Member States under this Agreement, the Governing Board shall adopt any appropriate measures or decisions on any other matter with the overall aim of meeting the objective of this Agreement and of the BLUE MED FAB and, in particular, shall:

- (a) adopt the texts of agreements related to Joint Designation of ATS and MET providers for submission, consideration and approval of the Member States
- (b) approve the BLUE MED FAB common policy for the airspace concerned pursuant to SES legislation;
- (c) approve policies concerning air navigation services, air traffic flow and capacity management, airspace management and training and licensing of staff and interoperability of systems;



- (d) identify any appropriate measures to support harmonisation of substantive national rules and procedures relating to air navigation services, air traffic flow and capacity management, air space management, training and licensing of related staff, interoperability of systems; and rules of the air, including the harmonization of the notified differences with the ICAO standards;
- (e) propose amendments to the present Agreement and to its annexes, subject to the provisions of article 30;
- (f) facilitate future changes in the joint designation of the air traffic service providers;
- (g) assist in the development of full and optimal civil and military cooperation on the application of the flexible use of airspace;
- (h) endorse the Blue Med Performance Plan, and the related performance targets, provided that such a plan is mandated by the SES legislation;
- (i) identify any appropriate measures required to achieve the widest possible harmonisation of national charging policies for en-route traffic within the airspace concerned;
- (j) adopt and/or identify any appropriate measures required to develop and apply common principles governing the charging policy within the airspace concerned;
- (k) ensure the development and implementation of a common overall Safety Management System;
- (l) ensure the coordination of the BLUE MED FAB with adjacent functional airspace blocks, including efficient interfaces;
- (m) foster and facilitate cooperation between air navigation service providers aiming at the improvement of their performance;
- (n) ensure consultation with, and between, air navigation service providers, airspace users and other stakeholders, where appropriate establishing and/or modifying the relevant consultation mechanisms;
- (o) coordinate the positions of the Member States with regard to the application of international agreements regarding in particular the work of the International Civil Aviation Organization, EUROCONTROL, the European Commission, the European Aviation Safety Agency and joint undertakings in the field of air traffic management;
- (p) identify any measures required for the implementation of the Association Agreements
- (q) evaluate any proposals for termination of this Agreement to be put forward for the approval of the Member States;





- (r) take any measures required for accession or withdrawal of a State from the present Agreement;
- (s) facilitate the amicable settlement of disputes arising between Member States with reference to the present Agreement;
- (t) propose the adoption of any measure required to achieve and/or maintain consistency between this Agreement and any relevant Regulations on the Single European Sky or related Regulations and standards in case of amendment of the latter;
- (u) adopt its terms of reference and rules of procedure and approve those adopted by the Committees;
- (v) set up ad hoc committees and working groups to assist it in specific matters and approve their proposals;
- (w) set up any other administrative or management bodies in order to assist the Governing Board in the daily operations of the FAB; and
- (x) develop strategic policy regarding external relations.

## **Article 21**

### **Functioning of the Governing Board**

1. The Governing Board shall appoint a Chairman at its first meeting and thereafter at yearly intervals. The Chairmanship of the Governing Board shall be held on a rotation basis by all Member States.
2. Decisions and recommendations of the Governing Board shall be taken by unanimity.
3. The Governing Board shall adopt terms of reference and rules of procedure for its functioning providing, in particular, for the convening of meetings, the prior dispatch of the agenda, the voting procedure, including the possibility of taking decisions by correspondence.
4. The Governing Board shall meet at the invitation of its Chair as and when required and at least twice a year. Each Member State shall be entitled to request the convening of a meeting.



5. An Administrative Secretariat shall be established in order to assist the Governing Board in administrative matters. The terms of reference and rules of procedure of such an Administrative Secretariat shall be adopted by a decision of the Governing Board.

## **Article 22**

### **Committees**

1. The following Committees are hereby established for the purpose of assisting the Governing Board in the subjects of respective competence:
  - (a) Civil/Military Coordination Committee (CMCC);
  - (b) National Supervisory Authorities Committee (NSAC); and
  - (c) Air Navigation Service Providers Committee (ANSPC).
2. Members of committees are civil and/or military experts appointed by the Member States.
3. Committees shall report directly to Governing Board unless otherwise provided by the rules of procedure or upon decision of Governing Board. Other participants including experts may attend those committees as observers upon invitation.
4. The Civil/Military Coordination Committee (CMCC) shall have competence in matters relating to the civil/military cooperation and on the application of the flexible use of airspace, and shall be composed of two representatives, one civil and one military, from each Member State.
5. The National Supervisory Authorities Committee (NSAC) shall be composed of one representative from the NSAs of Member States, and shall have competence in matters provided by the relevant SES legislation and in any additional tasks entrusted to it by the Governing Board.
6. The Air Navigation Service Provider Committee (ANSPC) shall be composed of one representative of each provider included in the written agreement of joint designation, pursuant to Article 10 of this agreement. The ANSPC has competence over matters provided by the relevant SES legislation and in any additional tasks entrusted to it by the Governing Board.



7. Unless otherwise provided in this agreement, the proposals of the ANSPC shall be submitted to the NSAC and the CMCC, as appropriate, for their consideration and possible recommendation to the Governing Board.
8. Each Committee shall submit its terms of reference and rules of procedure governing its functioning to the Governing Board for approval.

### **Article 23 Contingency**

The Member States shall ensure that coordinated plans are developed within the BLUE MED FAB in compliance with the relevant annexes to the Chicago Convention and taking due account of any existing civil/military arrangements.

### **Article 24 Search and Rescue**

1. Search and Rescue operations, regarding accidents and incidents over the territory of each Member State and in the airspace under its responsibility according to the relevant ICAO Air Navigation Regional Agreement shall be conducted under the coordination of the competent authorities of such Member State.
2. In cases of cross-border Search and Rescue operations involving two or more parties of this Agreement, the Member States undertake to cooperate and coordinate the operations of Search and Rescue.

### **Article 25 Civil Liability**

1. Within the airspace concerned, a Member State (hereinafter, “the Member State Concerned”) shall compensate any damage resulting from an occurrence of a cross-border service provision, when such event:



- (a) has occurred in the airspace over its territory or under its responsibility according to ICAO rules; and
  - (b) following the appropriate judicial procedure, it has been definitively determined that such damage was caused by the fault of an air traffic service provider (hereinafter, “the effective air traffic service provider”) designated in accordance with Article 9 or that of its agents or any other person acting on its behalf other than the provider(s) whose principal place of operation is located on the territory of the Member State Concerned.
2. No direct action may be brought against the effective air traffic service provider or its agents or any other person acting on its behalf.
3. The right to compensation provided for under paragraph (1) shall be extinguished if an action is not brought within a period of two years from the date of the definitive judicial decisions as provided for in paragraph (4).
4. Compensation on the basis of paragraph (1) may be claimed only for damage which has not been compensated under definitive judicial decisions taken according to specific national or international laws and regulations. A decision shall be considered as definitive if there is no judicial remedy against it under national or international laws and regulations.
5. Claims for compensation as provided for in paragraph (1) shall be filed with the Member State concerned. The claim shall be considered and ruled on by the competent authority in accordance with the relevant substantive national laws and regulations of this Member State concerned. If no consensus is reached on the claim, the dispute shall be ruled on by the competent court of such Member State in accordance with its relevant substantive national laws and regulations.
6. The effective air traffic service provider shall reimburse the Member State concerned with any compensation paid or costs incurred as the result of damage caused through its own fault or that of its agents or any other person acting on its behalf.
7. The Member State of the effective air traffic service provider shall ensure the enforcement of this obligation and, in case of default of the effective air traffic service provider, shall take its place at first call to reimburse the Member State concerned.



8. In case of dispute concerning the reimbursement foreseen in paragraph (7), the Member State concerned is entitled to refer this dispute with the Member State of the effective air traffic service provider to arbitration under the “Permanent Court of Arbitration optional rules for arbitrating disputes between two States”. The arbitral tribunal shall apply the relevant substantive laws and regulations of the Member State concerned.
9. Nothing in this Agreement shall prevent the Member State concerned and the Member State of the effective air traffic service provider from agreeing to share costs resulting from damage as referred to in Article 24 (2).
10. Nothing in this Agreement shall prejudice the question whether a Member State or an effective air traffic service provider has a right of recourse against any other person or operational entity.
11. The Member States shall inform one another as soon as they receive any information about any claim as referred to in Article 24 (2) and as soon as a claim has been definitively settled.
12. The air traffic service providers designated pursuant to Article 14 of the present Agreement shall maintain adequate coverage for the liability incurred under this Agreement so as to make effective the obligation imposed upon them under paragraph (7) to reimburse the Member State Concerned.
13. Application of the present Article is without prejudice to international agreements relating to damage caused by the armed forces of one Member State on the territory of another Member State.
14. This Article shall supersede the provisions governing liability in any existing bilateral agreements between any two Member States related to the provision of air traffic services.



## Article 26

### Investigation of accidents and serious incidents

1. In the event of an accident or a serious incident according to the meaning of the Chicago Convention occurring in the airspace over the territory of a Member State or under its responsibility in accordance with ICAO rules (hereinafter referred to as “the Member State of occurrence”) and controlled by an air navigation service provider other than the provider(s) whose principal place of operations is/are located on the territory of the Member State of occurrence (hereinafter referred to as “the effective air navigation service provider”), the Member State of the effective air navigation service provider shall notify such event without delay to the competent authorities of the Member State of occurrence by the most suitable means. The notification shall have the same content as a notification of Annex 13 of the Chicago Convention.
2. At its request, the Member State of occurrence or the State conducting the investigation according to Annex 13 to the Chicago Convention shall be provided with, and have access to, the necessary materials by all relevant air navigation service providers and competent authorities of the Member States in order to enable an investigation of the accident or the serious incident to be conducted. The Member State of the effective air navigation service provider shall therefore grant, in accordance with its national laws and regulations, the State conducting the investigation access to the premises, facilities, materials, personnel, documentation or any other information about the effective air navigation service providers and of its own competent authorities. The information provided shall not be made available or used for the purposes other than safety investigation.
3. The Member State of the effective air navigation service provider shall have the opportunity to appoint an accredited representative to take part in the investigation.
4. Any Member State which at the request of the State conducting the investigation provided information or access to its competent authorities or an air navigation service provider shall be entitled to appoint an accredited representative to participate in the investigation, as per the provisions of ICAO Annex 13 and relevant EU Legislation and related national law. The competent authorities of the State conducting the investigation shall provide the final investigation report in the language of that state and an English translation, together with any safety recommendations arising out of the investigation, to the competent



authorities of the Member State of the effective air navigation service provider as well as, upon request, to the other Member States and to the BLUE MED Governing Board.

5. This Article shall supersede the provisions governing investigation of accidents and serious incidents in any existing bilateral agreements between any two Member States related to the provision of air traffic services.

### **Article 27**

#### **Incident investigation, reporting and information dissemination**

1. All Member States shall have in place appropriate incident reporting mechanisms in conformity with international and European legislation.
2. The Member States shall ensure that pertaining BLUE MED safety-related information is duly reported, collected, protected, exchanged and disseminated.
3. The sole objective of occurrence reporting is the prevention of accidents and incidents and not the attribution of blame or liability.

### **Article 28**

#### **Accession of a State to the Agreement**

1. The present Agreement is open for accession by any State provided that the airspace under its responsibility according to ICAO Regional Air Navigation Agreements is adjacent to the BLUE MED FAB airspace identified under Article 3 of the present Agreement.
2. Any such State desiring to become a party to the present Agreement, and to the BLUE MED FAB shall submit an application for accession to the BLUE MED Governing Board.
3. The Governing Board shall proceed with the evaluation of the application in accordance with FAB requirements in line with SES legislation and the relevant EU *acquis*.



Provided that the applicant State already fully implements the SES legislation and the relevant EU *acquis*, a positive recommendation on the application mentioned in paragraph 2, may be taken by the Governing Board according to Articles 20 and 21 of this agreement.

4. Following a positive recommendation by the BLUE MED Governing Board regarding the application mentioned in paragraph 2, an agreement determining the conditions of accession, as well as any resulting adjustments to this agreement, shall be signed between the applicant State and the BLUE MED FAB Member States. The agreement of accession and any resulting amendments to this agreement shall be submitted for ratification by all Member States in accordance with their respective constitutional requirements. Saving any provision in relation to the provisional application of such agreement pending ratification, such agreements will be effective after an agreed transitional period proposed by the BLUE MED Governing Board.
5. The accession of a State to the Agreement shall be communicated by the Governing Board to the Associated Partners, the International Civil Aviation Organisation, the European Commission and to the Depositary identified in Article 37 of this Agreement.
6. The BLUE MED Governing Board shall adopt or if appropriate propose to the Member State the adoption of all necessary measures required by such accession.

## **Article 29**

### **Withdrawal of a Member State from the Agreement**

1. Any Member State may at any time withdraw from this agreement by notifying in writing its intention to withdraw from this Agreement to the BLUE MED Governing Board, and the Depositary.
2. The withdrawal of a Member State shall not exempt that State from complying with paragraph 5 of this article and with Article 32 of this agreement.
3. The withdrawal shall become effective one year following the date on which the notification has been received by the Depositary.





4. The BLUE MED Governing Board shall take all appropriate measures required by such withdrawal.
  
5. The withdrawing Member State shall bear the costs incurred by the other Member States as a result of such a withdrawal. The financial consequences resulting directly from the withdrawal shall be determined in a special agreement concluded between the withdrawing Member State and the other Member States.
  
6. The withdrawal of a State from the present Agreement shall be communicated to the Associated Partners, the International Civil Aviation Organisation, the European Commission and to the Depositary.



### **Article 30**

#### **Amendments to the Agreement**

1. Any Member State may propose an amendment to the present Agreement by submitting such a proposal to the BLUE MED Governing Board.

2. Any amendment to this Agreement shall be unanimously agreed by the Member States upon the proposal of the BLUE MED Governing Board and shall be submitted for ratification by all Member States in accordance with their respective constitutional requirements.

3. Any amendment to this Agreement shall enter into force ninety (90) days following the deposit of the last instrument of ratification with the Depository.

4. Notwithstanding the above, Annexes to this Agreement shall be modified by unanimous agreement of all Member States and are notified to the Governing Board. An amendment to an annex shall come into force 15 days following the receipt by the Governing Board of the notification of all the Member States.

5. Any amendment to this Agreement or to its Annexes shall be communicated to the Associated Partners, the International Civil Aviation Organisation, the European Commission and to the Depository

### **Article 31**

#### **Termination of the Agreement**

1. The Member States may unanimously decide to terminate the present Agreement at any time.

2. Termination shall be executed by a written declaration by all Member States to the Depository that the present Agreement shall cease on a specified date to be decided upon by the Member States.

3. The Member States shall jointly determine and allocate the costs resulting from such a termination.



4. The termination of the present Agreement shall be communicated by the Governing Board to the Associated Partners, the International Civil Aviation Organisation, the European Commission and to the Depositary.

## **Article 32**

### **Suspension of the Agreement**

1. Each Member State has the right to immediately suspend the application of the present Agreement, or parts thereof, in order to safeguard national public order, security and defence interests and/or in case of international tensions and conflicts.
2. Such a decision shall be notified immediately in writing to the BLUE MED Governing Board, the Associated Partners, the International Civil Aviation Organisation, the European Commission and to the Depositary.
3. The Member State that suspended the application of the present Agreement, shall endeavour to terminate the suspension as soon as possible and shall notify the other Member States immediately when such a suspension is terminated.
4. The Member State that suspended the application of the present Agreement, or of parts thereof, shall, in principle, bear the costs directly resulting from such a suspension. These costs shall be determined in a special agreement concluded between the suspending Member State and the other Member States.
5. The BLUE MED Governing Board shall take all the appropriate measures required by such a suspension.
6. When the Member States jointly decide to suspend the Agreement at any time by a written declaration in order to safeguard public order, security or defence interests and/or in case of international tensions and conflicts, they shall immediately notify in writing the Associated Partners, the International Civil Aviation Organisation, the European Commission and the Depositary.



### **Article 33**

#### **Resolution of disputes**

1. Any dispute arising between the Member States regarding the interpretation or application of any provision of the present Agreement, including its existence, validity or termination, which cannot be amicably settled, within a period of six (6) months from the first communication in writing from one of the Member States to the other(s) concerned through direct diplomatic consultations and negotiations between the Member States concerned, shall be referred to the BLUE MED Governing Board.
2. If the dispute cannot be settled through the BLUE MED Governing Board within three (3) months from its referral to such Board, the Member States concerned shall be entitled to refer the dispute to arbitration under the “Permanent Court of Arbitration optional rules for arbitrating disputes between two States”, with the exception of disputes arising from the interpretation and application of Articles 28 and 34.
3. The costs of arbitration, including its fees and expenses, shall be borne by the Member States parties to the arbitration procedure and shall be apportioned between them by the Permanent Court.
4. The decisions of the arbitration tribunal shall be binding upon the Member States that are parties to the dispute.

### **Article 34**

#### **Blue Med Associated Partners**

1. A State wishing to become an associated partner of the BLUE MED FAB shall submit an application for the purpose to the BLUE MED Governing Board.
2. The Governing Board shall proceed with the evaluation, in accordance with FAB requirements, on the basis of the degree of adoption of the SES legislation and the relevant EU *acquis* by the applicant state.
3. In case of a positive recommendation by the BLUE MED FAB Governing Board regarding



the application mentioned in paragraph 1, according to articles 20 and 21, an agreement of association determining the rights and duties of the specific BLUE MED FAB Associated Partner shall be signed between the applicant State and the Blue Med FAB Member States and shall enter into force as agreed thereto. The agreement of association shall be submitted for ratification by all the Member States and the applicant in accordance with their respective constitutional requirements.

4. The agreement of association of a State to the FAB, its modification or its termination shall be communicated by the Governing Board to the International Civil Aviation Organisation, the European Commission and to the Depositary.
5. The BLUE MED Governing Board shall identify all necessary measures and conditions required for such association.

### **Article 35**

#### **Cost for the implementation of the Blue Med FAB**

1. Only common costs for the functioning of the FAB shall be borne on a common basis and shall be determined by the Governing Board.

### **Article 36**

#### **ICAO Registration**

This Agreement and any subsequent amendment or modification thereto, shall be registered with the International Civil Aviation Organization in accordance with the provisions of Article 83 of the Chicago Convention.



## **Article 37**

### **Depositary**

1. The Government of Italy shall act as the Depositary of the present Agreement and its Annexes and shall preserve the official copy of the present Agreement.
  
2. An original of any instruments of ratification, withdrawal from, termination or suspension of the present Agreement and the accession or withdrawal of Associated Partners shall also be preserved by the Depositary.
  
3. The Depositary shall:
  - (a) inform all Member States of:
    - (i) each deposit of an instrument of ratification or accession with the date thereof;
    - (ii) the date of entry into force of this Agreement;
    - (iii) the acceptance and entry into force of any amendment to this Agreement;
    - (iv) any application by a State to accede to this Agreement; and
    - (v) any withdrawal by a Member State from this Agreement;
  - (b) register this Agreement and any subsequent amendment with the International Civil Aviation Organization and inform the European Commission of the date of entry into force of this Agreement and any subsequent amendment;
  - (c) inform the International Civil Aviation Organization and the European Commission of:
    - (i) any accession to or withdrawal from this Agreement with the date thereof; and
    - (ii) the suspension or termination of this Agreement with the date thereof;
  - (d) transmit certified true copies of this Agreement to all Member States; and
  - (e) perform any other functions customary for depositaries.

## **Article 38**

### **Entry into force**

This Agreement shall enter into force 30 days following the deposit of the last instrument of ratification with the Depositary.



**In witness whereof the undersigned, being duly authorised, have signed this Agreement on behalf of their respective Governments.**

DONE at ..... on this.....day of .....

[Signatures at level of Ministers]



## Annex 1

### List of BLUE MED NSAs

#### **Cyprus:**

National Supervisory Authority for Air Navigation Services,  
Department of Civil Aviation,  
Ministry of Communications and Works of the Republic of Cyprus,  
27, Pindarou str.  
Nicosia, CYPRUS 1429

#### **Greece:**

Hellenic Air Navigation Supervisory Authority  
29<sup>th</sup>, Third Street  
16777 Hellinikon  
Greece  
Tel: +30 2108984104  
Fax: +30 2109680229

#### **Italy:**

ENAC-Ente Nazionale per l'Aviazione Civile  
Presidenza e Direzione Generale  
Viale del Castro Pretorio, 118  
00 185 ROMA  
ITALIA  
Tel: +39 06 44596300/44596310  
Fax: +39 06 44596 301/44596311

#### **Malta:**

National Supervisory Authority (Air Navigation Services)  
Civil Aviation Directorate  
Gate 1, Malta International Airport  
Luqa LQA 3000  
MALTA