

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE No. 05/110

Concerning the approval of a Cooperation Agreement between EUROCONTROL and ECAC and delegating authority to the Agency to conclude the Cooperation Agreement on behalf of the Organisation

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960, as amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 6.3, 7.2, 11.3 and 12 thereof;

Having regard to Measure N° 04/108 of 5 November 2004 of the Permanent Commission authorising the Agency to open negotiations for the conclusion of a Cooperation Agreement with ECAC concerning EUROCONTROL support in the SAFA Programme;

On the proposal of the Director General and the Provisional Council,

TAKES THE FOLLOWING MEASURE:

Article 1

The Cooperation Agreement between ECAC and EUROCONTROL on the support of EUROCONTROL in the ECAC SAFA Programme, attached to this Measure, is hereby approved.

Article 2

The Cooperation Agreement shall be signed on behalf of the Organisation by the Director General of the Agency.

Done at Brussels on 07.04.05

For the President of the Commission,



S. STOICESCU
Vice-President of the Commission

**COOPERATION AGREEMENT
BETWEEN
ECAC AND EUROCONTROL
ON
THE SUPPORT OF EUROCONTROL IN THE ECAC SAFA-PROGRAMME**

The **European Civil Aviation Conference** ("ECAC"), with its headquarters in Paris, France, represented by its President,

AND

The **European Organisation for the Safety of Air Navigation** ("EUROCONTROL"), with its headquarters in Brussels, Belgium, represented by its Director General,

Hereinafter referred to as the "Parties",

WHEREAS safety is a major part of the technical work programme of ECAC, reflecting the high public interest in a safe and reliable air transport system in Europe;

WHEREAS ECAC has established the Safety Assessment of Foreign Aircraft (SAFA) Programme in 1996, with the aim to contribute, through checking aircraft compliance with ICAO safety standards, to maintain the confidence in the safety oversight provided by States in discharging their responsibilities within the framework of the Convention on International Civil Aviation (Chicago Convention);

WHEREAS the ECAC Directors General have at their 121st meeting held on 30 June 2004 called upon EUROCONTROL to contribute to the SAFA-Programme by using the technical capability of its Central Flow Management Unit ("CFMU");

WHEREAS the safety of air transport has the highest priority for both ECAC and EUROCONTROL;

WHEREAS EUROCONTROL wishes to support the SAFA-Programme by using the technical capability of the CFMU;

WHEREAS EU Directive 2004/36/CE of 21 April 2004 on the 'safety of third-country aircraft using community airports' highlights the importance of the ECAC SAFA-Programme and the present Agreement reinforces the said directive as it enables the provision of additional data to EU-Member States;

WHEREAS the Parties wish to guarantee the flexibility required in the SAFA-Programme and therefore define the technical and operational details of the Cooperation in an Annex to this Agreement;

HAVING REGARD to Measure No. .../...ofof the EUROCONTROL Permanent Commission authorising the EUROCONTROL Agency to sign an Agreement with ECAC and to Decision No.../...of ...entrusting EUROCONTROL with the provision of support to the SAFA Programme;

AGREE on the following:

1. OBJECTIVE

The objective of this Agreement is to establish the cooperation of EUROCONTROL and ECAC with the intention to improve the SAFA-Programme alarming function and follow-up function by using the possibilities of the EUROCONTROL CFMU to alert ECAC Member States of flight plans to and from ECAC airports pertaining to aircraft or operators that have been subject of a "SAFA alarm message" initiated by one or more of the ECAC Member States.

2. TECHNICAL AND OPERATIONAL PROCEDURE

2.1 The data of aircraft to be subject to the SAFA alarming and follow-up function, such as aircraft, an operator or operators from particular States ("SAFA alarm message"), shall be transmitted from the competent national aviation authorities to the EUROCONTROL CFMU by means of using the SAFA Central Coordination Function.

2.2 EUROCONTROL shall compare the received SAFA alarm messages with the Flight Plan messages that are available to the CFMU and attempt to identify such aircraft intending to depart from or land at an airport or alternate within the ECAC area ("match"). EUROCONTROL will compare the received SAFA alarm messages on an "as is" basis without prior quality inspection or other verifications. In particular EUROCONTROL will not verify the accuracy, completeness or validity of the received SAFA alarm messages.

2.3 EUROCONTROL will endeavour to dispatch within time limits defined in the Annex to this Agreement the message of a match between the data, that is indicated by the CFMU system to the competent national aviation authorities concerned and to the SAFA Central Coordination Function.

2.4 ECAC shall notify to EUROCONTROL the competent national aviation authorities or other entities of the ECAC Member States and of the SAFA Central Coordination Function that shall transmit or receive the information referred to in 2.1 and 2.3. ECAC shall also notify to EUROCONTROL the parameters that determine the addressee ECAC Member States affected by a flight for which a match has been identified (such as destination airports, alternates etc.).

2.5 The details of technical means (such as relevant data, communications, algorithms etc.) and operational parameters (definition of messages, selection criteria, addressing mechanism) to implement the procedure outlined in this Article 2 are specified in an Annex to this Agreement, which forms an integral part of this Agreement.

2.6 Director CFMU of EUROCONTROL and the Executive Secretary of ECAC will review the Annex as appropriate and jointly agree and sign the necessary amendments. They will inform the Parties accordingly.

3. WARRANTY AND LIABILITY

3.1 EUROCONTROL does not give any warranty as to the completeness, accuracy and suitability of the CFMU data that is compared with the SAFA alarm messages as well as to the resulting matches. EUROCONTROL furthermore does not give any warranty as to the accurate transmission and the correctness of the recipient of the data.

3.2 EUROCONTROL shall not be liable for any direct or consequential pecuniary or non-pecuniary loss, damage or personal injury that occurs due to the correlation, non-correlation or dispatch of data by the CFMU under this Agreement.

3.3 The Parties note that the execution of ramp checks and their consequences as well as the decision on whether to take measures on the basis of information dispatched by the CFMU, under this Agreement, fall entirely within the responsibility of the competent national aviation authorities.

3.4 The messages dispatched by the CFMU shall contain a disclaimer pointing out the above statements.

4. CONFIDENTIALITY AND DATA PROTECTION

4.1 EUROCONTROL shall safeguard the confidentiality of information and protection of personal data received from the competent national aviation authorities applying the same level of confidentiality of information and protection of personal data it applies to all flight data processed by the CFMU.

4.2 ECAC shall request its Member States competent national aviation authorities to take necessary measures to ensure appropriate confidentiality and protection of personal data with regard to the data received from EUROCONTROL under this Agreement.

5. TERMINATION

This Agreement may be terminated by either party giving six months' notice in writing.

6. ARBITRATION

Any dispute which may arise between the Parties relating to the interpretation or application of this Agreement which cannot be settled by direct negotiation or by any other means, shall be referred to arbitration of the Permanent Court of Arbitration in The Hague in accordance with the Optional Rules for Arbitration of the said Court.

7. REVIEW

With a view to developments in the field of Safety Assessment of Foreign Aircraft this Agreement shall be reviewed as required by such developments. An assessment of its implementation shall be conducted after the first year of execution.

8. ACCESSION OF NEW PARTIES

New parties may be invited to accede to this Agreement.

9. ENTRY INTO FORCE

The Agreement shall enter into force on the day of signature of both parties for an unlimited period. The date on which the exchange of data according to Article 2 shall commence will be agreed by exchange of letters between the Parties.

Done at Brussels on the ofin the English and French language. In cases of dispute the English version shall prevail.

For ECAC

For EUROCONTROL

László KISS
President

Víctor M. AGUADO
Director General

CFMU-ECAC PROCEDURE IN SUPPORT OF THE SAFA ALARMING FUNCTION

The purpose of this annex is to describe the technical means and operational parameters to implement the procedure in support of the SAFA alarming function, described in para. 2 of the Cooperation Agreement.

1. The two sources of information to be matched are:
 - a) The SAFA Alarm message communicated by the competent National Aviation Authority of an ECAC State via the SAFA Central Coordination Function held by the JAA
 - b) Flight plan messages as received by the CFMU
2. A SAFA Alarm Message will be sent to the CFMU via e-mail or any other means found appropriate by the parties. The CFMU contact point details will be made available to ECAC and will be updated as necessary.
3. A SAFA Alarm message will contain all pertinent information to enable the matching process and the understanding of the message.
 - a) Information related to the originating competent National Aviation Authority: State, name of the competent National Aviation Authority, contact person, e-mail address and telephone number
 - b) Information related to the decision: Date, description of decision, applicability, complementary explanation.
 - c) Information related to the matching process: aircraft registration, type of aircraft, Aircraft Operator (AO), State of operator/ registry.
 - d) Message reference number
4. The CFMU will acknowledge reception of a SAFA Alarm message and will create its own record for the matching process. Provided the information included in the Alarm messages is sufficient, the matching process will start as soon as practicable, within 3 hours of reception of the Alarm message. A copy of the CFMU record will be transmitted to the Alarm Message originator by the CFMU responsible person to serve as a formal acknowledgement and to enable verification of the information by the Alarm Message originator. In case of insufficient or incorrect information, the originator and the CFMU will endeavour to resolve the situation.
5. The algorithm of the matching process is defined and will be refined by the CFMU according to experience, in close coordination with the SAFA Steering Committee. Quality indicators will be commonly agreed to monitor and improve the matching process.
6. In case of matching of a Flight plan or associated message with an active SAFA Alarm message, a SAFA Alert message will be provided via e-mail⁽¹⁾ or any other means found appropriate by the parties to specified addressees within the competent National Aviation Authorities of ECAC states of the airports concerned by the flight⁽²⁾, and to the SAFA Central coordination function. The contact points and the communication means will be kept on record by the parties and will be updated as necessary.

¹ In spite of inherent limitations to e-mail communication (availability, security, spoofing)

² See art.2.2 of the Cooperation Agreement

7. In general, the notification of an alert will take place within 1 hour of the flight plan message reception in the CFMU. The matching process will be interrupted during IFPS maintenance (maximum twice a year for a duration of nine hours) or system/communication failures.
8. The process of matching/alerting for a given item will be stopped on notification by means of an "end of alarm message" from the SAFA Central Coordination function.
9. The Alert message will contain the following outline:
 - a) Information related to the triggering Alarm message: date, originator, reference number;
 - b) Information related to the flight: FPL message in ICAO format;
 - c) The matching conditions;
 - d) Information related to the CFMU originator: date and time, contact;
 - e) A disclaimer.
10. In order to ensure common monitoring the CFMU shall provide a list of alarms that are active to the SAFA Central co-ordination function before the 10th day of every month.
11. A back-up storage for the SAFA Alarm messages will be created by the CFMU. A second back-up storage will be available at the SAFA Central coordination function.
12. All information exchanges will be conducted in English.
13. Relevant telephone communications with CFMU will be recorded. The recordings and other data related to a given SAFA Alarm or Alert message will be kept by CFMU for 18 months. Such records shall be made available to ECAC on request.
14. A follow-up report on the effectiveness of the process will be made by the cooperating parties. To this end, a feedback of individual Alert messages shall be organised and reviewed by the parties at least once a year. Possible changes to the present Annex will be included in the Report.