

EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE No. 85/44

concerning the conclusion of an Agreement relating to the provision and operation of air traffic services and facilities by EUROCONTROL at the Central European Air Traffic Services (CEATS) Upper Area Control Centre.

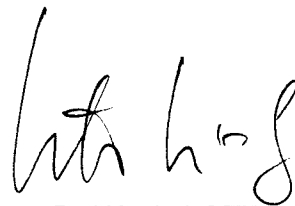
THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION :

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

HEREBY TAKES THE FOLLOWING MEASURE :

1. The attached text of the draft Agreement relating to the provision and operation of air traffic services and facilities by EUROCONTROL at the Central European Air Traffic Services (CEATS) Upper Area Control Centre, is approved.
2. The Agreement shall be signed on behalf of the Organisation by the President of the Permanent Commission and by the Director General of the Agency.

Done at Brussels, on - 6. 06. 97



Dr Károly LOTZ

President of the Permanent Commission

**SPECIAL AGREEMENT
CONCERNING THE IMPLEMENTATION OF ARTICLE 6
OF THE AGREEMENT RELATING TO THE PROVISION AND
OPERATION OF AIR TRAFFIC SERVICES AND FACILITIES
BY EUROCONTROL
AT THE CENTRAL EUROPEAN AIR TRAFFIC SERVICES (CEATS)
UPPER AREA CONTROL CENTRE**

**SPECIAL AGREEMENT CONCERNING THE IMPLEMENTATION
OF ARTICLE 6 OF THE AGREEMENT RELATING TO THE PROVISION
AND OPERATION OF AIR TRAFFIC SERVICES AND FACILITIES BY EUROCONTROL
AT THE CENTRAL EUROPEAN AIR TRAFFIC SERVICES
(CEATS) UPPER AREA CONTROL CENTRE**

THE REPUBLIC OF AUSTRIA,

BOSNIA AND HERZEGOVINA,

THE REPUBLIC OF CROATIA,

THE CZECH REPUBLIC,

THE REPUBLIC OF HUNGARY,

THE ITALIAN REPUBLIC,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF SLOVENIA,

hereinafter called "the Parties",

Having entrusted EUROCONTROL, the European Organisation for the Safety of Air Navigation (hereinafter called "the Organisation") with the provision and operation of en-route air traffic services and facilities to the extent and in the manner prescribed in the Agreement relating to the provision and operation of air traffic services and facilities by EUROCONTROL at the Central European Air Traffic Services (CEATS) Upper Area Control Centre (hereinafter called "the CEATS Agreement"), concluded at Brussels on 27 June 1997 on the basis of Article 2.2(b) and 12 of the amended Convention and of Article 2.2(b) and Article 14 of the revised EUROCONTROL Convention;

Whereas the Organisation will, for the discharge of the task entrusted to it by the Parties, employ the facilities of its CEATS Centre, and provide the staff required for the operation and the maintenance of the Centre;

Having regard to their obligation, as laid down in Article 6 of the CEATS Agreement, to establish working procedures with a view to achieving the objectives laid down in Articles 3 and 4 of the said Agreement, namely to ensure compatibility between the air traffic services provided by the CEATS Centre and those provided by the Parties, by coordination and mutual agreement, in all matters relating to the operation of the CEATS Centre;

Having regard to their obligation to agree on the establishment of a sharing formula for the allocation to their route charge cost-bases of the amounts of amortisation and interest on capital expenditure in respect of investments at the CEATS Centre agreed by the Organisation, as well as for the payment of the operating costs in respect of the said Centre;

Have agreed as follows:

Article 1

1. In order to facilitate the task entrusted to the Organisation and assist the operation of the CEATS Centre, the Parties shall invite the Council to establish a CEATS Standing Committee.
2. The CEATS Standing Committee shall determine a common position for the Parties in all matters relating to the operation, in their airspace, of the air traffic services provided by the CEATS Centre and concerning in particular:
 - (a) the operational and technical concept;
 - (b) airspace organisation and sectorisation;
 - (c) staffing requirements;
 - (d) day-to-day operation;
 - (e) required services and facilities to be made available to the Organisation pursuant to Article 2.2, of the CEATS Agreement;
 - (f) budgetary assessments;
 - (g) contingency plans.
3. The CEATS Standing Committee shall hold regular meetings as and when decided by mutual agreement among the Parties. The meetings of the CEATS Standing Committee shall be chaired by a representative of one of the Parties, and the chairmanship shall rotate annually.
4. The Director General of the Organisation's Agency shall be invited to attend the meetings of the CEATS Standing Committee whenever the Parties consider that his participation would facilitate the coordination process. Where the Director General requests a consultation with the Parties, he shall be allowed to attend a meeting of the CEATS Standing Committee relative to the matter calling for consultation.
5. The findings of the CEATS Standing Committee shall require a unanimous vote by the Parties and shall be binding on them all.

Article 2

1. The Parties agree to include in their annual route charge cost-bases an amount equivalent to the annual amortisation and the interest on capital expenditure in respect of agreed investments at the CEATS Centre, and to share these amounts among them in proportion to the air traffic control personnel assigned to the control sectors serving their airspace.
2. The Parties agree to share among them the operating costs in respect of the control of General Air Traffic at the CEATS Centre in accordance with the same sharing formula as defined in paragraph 1 above.
3. The shares resulting from the application of the sharing formula referred to in paragraphs 1 and 2 above shall be established annually on the basis of the situation prevailing on 1 January of the budgetary year in question, and shall be agreed upon among the Parties under the budgetary assessment process referred to in Article 1, paragraph 2 (f) of this Agreement.

Article 3

1. This Agreement shall be opened for signature by the National Contracting Parties on 27 June 1997.
2. This Agreement shall be subject to ratification, acceptance or approval.
3. Instruments of ratification, acceptance or approval shall be deposited with the Government of the Kingdom of Belgium. Ratification, acceptance or approval of this Special Agreement shall also constitute ratification, acceptance or approval of the CEATS Agreement.
4. For each National Contracting Party, this Agreement shall enter into force on the date of entry into force in respect of that Party of the CEATS Agreement.
5. The Government of the Kingdom of Belgium shall notify the Governments of the other Parties of any deposit of an instrument, and of the date of entry into force of this Agreement.
6. The Government of the Kingdom of Belgium shall cause this Agreement to be registered with the Secretary-General of the United Nations, in accordance with Article 102 of the Charter of the United Nations, and with the Council of ICAO, in accordance with Article 83 of the Convention on International Civil Aviation signed in Chicago on 7 December 1944.

Article 4

This Agreement shall remain in force on the terms laid down in Article 15 of the CEATS Agreement.

Article 5

(Transitional Provisions)

During the period from the date of entry into force of this Agreement until the date of entry into force of the Protocol consolidating the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, opened for signature at Brussels in 1997, the reference to the CEATS Standing Committee in paragraphs 1, 2, 3, 4 and 5 of Article 1 of this Agreement shall be a reference to the CEATS Coordination Group which is hereby established.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, after presentation of their full powers, found to be in good and due form, have signed this Agreement.

DONE at Brussels, this 27th day of June 1997 in the Bosnian, Croatian, Czech, English, French, German, Hungarian, Italian, Serbian, Slovak and Slovene languages, in a single original, which shall remain deposited in the archives of the Government of the Kingdom of Belgium, which shall transmit certified copies to the Governments of the other Parties. In the event of any inconsistency, the text in the English language shall prevail.

For the Republic of Austria :

For Bosnia and Herzegovina :

For the Republic of Croatia :

For the Czech Republic :

For the Republic of Hungary :

For the Italian Republic :

For the Slovak Republic :

For the Republic of Slovenia :

**AGREEMENT
RELATING TO THE PROVISION AND OPERATION
OF AIR TRAFFIC SERVICES AND FACILITIES
BY EUROCONTROL
AT THE CENTRAL EUROPEAN AIR TRAFFIC SERVICES (CEATS)
UPPER AREA CONTROL CENTRE
(Brussels, 27 June 1997)**

**AGREEMENT RELATING TO THE PROVISION AND OPERATION
OF AIR TRAFFIC SERVICES AND FACILITIES BY
EUROCONTROL AT THE CENTRAL EUROPEAN AIR
TRAFFIC SERVICES (CEATS)
UPPER AREA CONTROL CENTRE
(Brussels, 27 June 1997)**

THE REPUBLIC OF AUSTRIA,

BOSNIA AND HERZEGOVINA,

THE REPUBLIC OF CROATIA,

THE CZECH REPUBLIC,

THE REPUBLIC OF HUNGARY,

THE ITALIAN REPUBLIC,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF SLOVENIA,

hereinafter called "the National Contracting Parties", on the one part,

*AND EUROCONTROL, THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR
NAVIGATION,*

hereinafter called "the Organisation", on the other part,

Whereas the National Contracting Parties have requested that the Organisation be entrusted with the provision and operation of air traffic services and facilities on their behalf pursuant to the provisions of the amended Convention, in particular Articles 2.2(b) and 12 thereof, and of the revised Convention, and in particular Articles 2.2(b) and 14 thereof;

Whereas the National Contracting Parties acknowledge the need to cooperate in the provision of Air Traffic Services (ATS) within their airspace in order to ensure for all airspace users maximum efficiency at minimum costs, while safeguarding the required level of safety, and to contribute to the creation of a uniform European Air Traffic Management System (EATMS);

Whereas at its ad hoc Session on 6 June 1997 the Permanent Commission has decided to set up a Central European Air Traffic Services Upper Area Control Centre (hereinafter called "the CEATS Centre");

Have agreed as follows:

Article 1

1. The National Contracting Parties shall entrust the Organisation, pursuant to Article 2.2 (b) of the revised Convention, with the provision and operation of en-route air traffic facilities and services, to the extent and in the manner prescribed in this Agreement. For this purpose, the Organisation shall employ the facilities at the CEATS Centre, and shall provide the staff required for its operation and maintenance and shall use the EUROCONTROL and necessary national facilities required for the performance of this task, such as the training and experimental centres.
2. Each of the National Contracting Parties shall retain, with regard to the airspace over its territory and within designated portions of the airspace over the high seas, on the basis of the Air Navigation Plan - European Region - of the International Civil Aviation Organization (hereinafter called "ICAO"), its competences and obligations in respect of aeronautical regulations, rule-making, airspace organisation and relations with international organisations, such as ICAO, and with airspace users and other third parties.

Article 2

1. The Organisation shall provide the facilities and operate the services for en-route air traffic, as defined in Article 3.3 of the revised Convention, in the airspace delimited in Annex I to this Agreement.
2. In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use free of charge, the installations, equipment and air-ground and ground-ground communications facilities listed in Annex II to this Agreement.
3. The National Contracting Parties, to the extent that they are competent to do so, shall take all measures necessary to enable the Organisation to discharge its responsibility under this Agreement.

Article 3

The Organisation shall determine the operational and technical measures required for the operation of air traffic services pursuant to the provisions of Annex I to this Agreement, with the aim of ensuring the safety, efficiency and expeditious flow of air traffic through the most cost-effective means. For this purpose, the Organisation shall:

- (a) establish through its Agency the means required for the discharge of its task pursuant to Annex 1 of the revised Convention (Statute of the Agency);
- (b) in agreement with the National Contracting Parties, ensure maximum compatibility between the services provided on the one hand by the CEATS Centre and on the other by the National Contracting Parties in the airspaces under their control;
- (c) agree with the National Contracting Parties on the manner in which the facilities referred to in Article 2.2 of this Agreement shall be operated.

Article 4

1. A CEATS Standing Committee shall, on the proposal of the Agency's Director General, establish the operational and technical measures referred to in Article 3 above on the basis of the provisions in Article 5 of this Agreement, as well as the corresponding budgetary appropriations.
2. The Director General shall ensure the day-to-day operation of the air traffic services, including management of staff and equipment. For this purpose:
 - (a) he shall observe the Organisation's internal rules and staff service regulations, as well as any measures taken by the Council and the General Assembly pursuant to the provisions of Articles 3 and 5 of this Agreement;
 - (b) he shall maintain close consultation and coordination in the operational and technical fields with the air traffic services agencies of the National Contracting Parties.

Article 5

The provisions of the revised Convention, and those of Annex 1 thereto, in respect of decision-making procedures in connection with the tasks detailed in Article 2.1 of the revised Convention shall apply by analogy to the measures of an inter alia operational, technical or budgetary nature referred to in Articles 3 and 4 of this Agreement. Decisions shall include at least the positive votes of all National Contracting Parties for which this Agreement has entered into force.

Article 6

In the application of this Agreement, the National Contracting Parties shall undertake to establish joint working procedures intended to facilitate the taking of decisions by the Organisation and the achievement of the aims of compatibility, consultation and coordination referred to in Articles 3 and 4 of this Agreement.

Article 7

1. Investments in respect of facilities at the CEATS Centre required for the performance of the tasks for which the Organisation is responsible under this Agreement shall be undertaken by the Organisation.
2. Such investments shall be financed by means of a special annex to the Organisation's budget. The financing procedure and the resources are specified in Part I of the Financial Protocol in Annex III to this Agreement.

Article 8

The operating costs incurred by the Organisation in respect of the CEATS Centre shall be established in accordance with Part II of the Financial Protocol contained in Annex III to this Agreement, and shall be included in a special budgetary annex to the Organisation's budget. This annex shall be financed by the National Contracting Parties in accordance with a cost-sharing formula to be agreed between them.

Article 9

In the case of any National Contracting Party whose instrument of ratification, acceptance or approval is deposited after the date of entry into force of this Agreement, this National Contracting Party shall participate, according to the cost-sharing formula referred to in Article 8 above, in the financing of the costs initially incurred by the Parties for which the Agreement had already entered into force.

Article 10

The EUROCONTROL staff serving at the CEATS Centre shall be subject to the provisions governing the Organisation's staff.

Article 11

1. Each National Contracting Party shall be liable for any damage arising from, or in connection with, the services made available to the Organisation in accordance with the provisions of Article 2.2 and 2.3 of this Agreement to the extent to which such damage is attributable to the said National Contracting Party.
2. Except as provided in paragraph 1 of this Article, the Organisation shall indemnify the National Contracting Parties against any claim arising on account of damage sustained as a result of, or in connection with, the services provided in virtue of Article 1.1 and Article 2.1 of this Agreement.
3. The Organisation's liability may be invoked pursuant to Article 28.2 of the revised Convention. However, in the cases referred to in paragraph 1 of this Article, the Organisation has a right of recourse against the National Contracting Parties for any indemnification due in this respect.
4. The Organisation may take out insurance in its own name to cover all or some of the risks incurred in connection with this Agreement, including damage due to revenue loss, and in particular risks arising in connection with:
 - (a) liability towards third parties (airlines, users, passengers, etc.)
 - (b) liability towards States, and
 - (c) damage to, or loss of its installations.

Article 12

The provisions contained in the Annexes to this Agreement shall form an integral part thereof. They may however be modified by unanimous decision of the National Contracting Parties and the Organisation.

Article 13

Any disputes which may arise relating to the interpretation or application of this Agreement, or of the Annexes thereto, shall be settled by applying mutatis mutandis the provisions of Article 34 of the revised Convention.

Article 14

1. This Agreement shall be opened for signature by the National Contracting Parties and by the Organisation on 27 June 1997.
2. This Agreement shall be subject to ratification, acceptance or approval.
3. Instruments of ratification, acceptance or approval shall be deposited with the Government of the Kingdom of Belgium.
4. This Agreement shall enter into force on the thirtieth day following the date of fulfilment by five National Contracting Parties of both of the following conditions:
 - a) these National Contracting Parties have deposited their instruments of ratification, acceptance or approval of this Agreement and
 - b) these National Contracting Parties are Member States of the Organisation.
5. For the National Contracting Party which fulfils the two conditions specified in paragraph 3 above after the entry into force of this Agreement, the Agreement shall enter into force on the thirtieth day after the date of fulfilment by such National Contracting Party of both conditions.
6. The Organisation shall become a party to this Agreement by its signature.
7. The Government of the Kingdom of Belgium shall notify the Governments of the other National Contracting Parties and of the other Member States of the Organisation, and the Organisation itself, of any deposit by the National Contracting Parties of an instrument of ratification, acceptance or approval, as well as the date of entry into force of this Agreement.
8. The Government of the Kingdom of Belgium shall cause this Agreement to be registered with the Secretary-General of the United Nations, in accordance with Article 102 of the Charter of the United Nations, and with the Council of ICAO, in accordance with Article 83 of the Convention on International Civil Aviation signed in Chicago on 7 December 1944.

Article 15

1. This Agreement shall remain in force until the Organisation ceases its activities at the CEATS Centre following denunciation thereof pursuant to paragraph 3 of this Article, or during liquidation of the Organisation pursuant to paragraph 2 of this Article.
2. If the Organisation is dissolved in accordance with Article 38.4 of the revised Convention, the Organisation shall ensure, in application of Article 38.5 thereof, the continued operation of the CEATS Centre in conformity with the provisions of this Agreement until the National Contracting Parties have implemented alternative arrangements, at the latest within a period of four years.

3. However, any one of the National Contracting Parties, or the Organisation, may, without prejudice to paragraph 2 above, express its intention to terminate this Agreement at any time after the expiry of four years from the date of its entry into force. This intention shall be notified to the Government of the Kingdom of Belgium, which shall notify it to the other Contracting Parties. The termination of this Agreement shall be effective on the expiry of a period of six years from the date of receipt of the notification by the Government of the Kingdom of Belgium.
4. The Party having requested the termination of this Agreement in accordance with paragraph 3 above shall bear the costs resulting from this termination.
5. In the event of a closure of the CEATS Centre following the termination of this Agreement, the residual assets and/or obligations of the CEATS Centre shall be distributed among the National Contracting Parties in proportion to the average shares, agreed for the last 3 years preceding the closure, resulting from the application of the cost-sharing formulas required for the financing of the special budgetary annex referred to in Articles 7 and 8 of this Agreement.

Article 16

The transitional provisions covering transfer from the arrangements under the EUROCONTROL Convention as amended in 1981 to the arrangements under the EUROCONTROL Convention as revised and consolidated in 1997 are set out in Annex IV to this Agreement.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, after presentation of their full powers, found to be in good and due form, have signed this Agreement.

DONE at Brussels, this 27th day of June 1997, in the Bosnian, Croatian, Czech, English, French, German, Hungarian, Italian, Serbian, Slovak and Slovene languages, in a single original, which shall remain deposited in the archives of the Government of the Kingdom of Belgium, which shall transmit certified copies to the Governments of the other Member States of the Organisation and to the Organisation itself. In the event of any inconsistency, the text in the English language shall prevail.

For the Republic of Austria :

For Bosnia and Herzegovina:

For the Republic of Croatia :

For the Czech Republic :

For the Republic of Hungary :

For the Italian Republic :

For the Slovak Republic :

For the Republic of Slovenia :

*For the European Organisation for
the Safety of Air Navigation :*

ANNEX I

**CONFIGURATION OF THE AIRSPACE IN RESPECT OF WHICH
THE ORGANISATION SHALL PROVIDE FACILITIES AND OPERATE
EN-ROUTE AIR TRAFFIC SERVICES**

ANNEX I

Configuration of the airspace in respect of which the Organisation shall provide facilities and operate en-route air traffic services

The configuration of the airspace in respect of which the National Contracting Parties shall entrust the Organisation with the provision and operation of facilities and en-route air traffic services is defined as follows:

National Contracting Parties	Lateral limits	Vertical limits
REPUBLIC OF AUSTRIA	The airspace within the lateral limits of the State boundaries with Switzerland, Liechtenstein, Germany, the Czech Republic, Slovakia, Hungary, Slovenia and Italy.	Above flight level 285.
BOSNIA AND HERZEGOVINA	The airspace within the lateral limits of 44 51 00N - 018 48 00E, Bosnia and Herzegovina border - FR Yugoslavia border, 42 30 00N - 018 51 00E, Bosnia and Herzegovina border - Croatia border, 45 11 00N - 015 15 00E, to point of origin.	Above flight level 290.

National Contracting Parties	Lateral limits	Vertical limits
REPUBLIC OF CROATIA	<p>Lateral limits: 4212N, 01836E 4125N, 01819E 4220N, 01621E - along an arc of circle of five (5) NM radius, clockwise centred on 4224N, 01616E 4226N, 01610E 4330N, 01430E 4432N, 01320E 4510N, 01300E 4518N, 01300E 453330N, 0132330E - along the border between Croatia and Slovenia to 452834N, 0133521E - along the border between Croatia and Slovenia - along the border between Croatia and Hungary - along the border between Croatia and Yugoslavia - along the border between Croatia and Yugoslavia to 4212N, 01836E.</p>	Above flight level 290.
CZECH REPUBLIC	The airspace within the lateral limits of the State boundary with the Slovak Republic, Austria, the Federal Republic of Germany and Poland.	Above flight level 285 (295 also acceptable).
REPUBLIC OF HUNGARY	The airspace within the lateral limits of the State border.	FL 285 - FL 460.

National Contracting Parties	Lateral limits	Vertical limits
ITALIAN REPUBLIC	The airspace within the lateral limits of 46° 17' 00" N - 10° 00' 00" E then State borders to 45° 37' 00" N - 13° 44' 00" E 45° 38' 00" N - 13° 30' 00" E 45° 31' 30" N - 13° 20' 00" E 45° 18' 00" N - 13° 00' 00" E 45° 15' 36" N - 13° 00' 00" E 45° 10' 00" N - 13° 00' 00" E 44° 59' 06" N - 13° 05' 48" E 44° 47' 00" N - 13° 12' 00" E 44° 32' 00" N - 13° 20' 00" E 43° 30' 00" N - 14° 30' 00" E 43° 17' 12" N - 14° 50' 30" E 43° 11' 48" N - 14° 43' 54" E 43° 09' 36" N - 14° 08' 57" E 43° 09' 42" N - 13° 44' 18" E 43° 04' 48" N - 13° 19' 42" E 43° 03' 04" N - 13° 08' 19" E 42° 55' 00" N - 13° 04' 59" E 43° 03' 06" N - 12° 40' 42" E 43° 30' 32" N - 11° 52' 38" E 44° 01' 36" N - 11° 00' 13" E 45° 06' 16" N - 10° 09' 04" E 45° 16' 00" N - 10° 00' 00" E 45° 29' 00" N - 10° 00' 00" E 45° 34' 00" N - 10° 07' 00" E 45° 44' 00" N - 10° 07' 00" E 45° 47' 00" N - 10° 00' 00" E 46° 17' 00" N - 10° 00' 00" E	Above flight level 290.

National Contracting Parties	Lateral limits	Vertical limits
SLOVAK REPUBLIC*	The airspace within the lateral limits of the State boundary with Poland, Ukraine, Hungary, Austria and the Czech Republic.	Above flight level 290.
REPUBLIC OF SLOVENIA	The airspace within the lateral limits of FIR Slovenia.	According to the common decision.

* as from 1.1.2007

ANNEX II

SPECIAL PROVISIONS CONCERNING NATIONAL FACILITIES
AND SERVICES TO BE MADE AVAILABLE TO THE
ORGANISATION BY THE NATIONAL CONTRACTING PARTIES

**SPECIAL PROVISIONS CONCERNING NATIONAL FACILITIES
AND SERVICES TO BE MADE AVAILABLE TO THE
ORGANISATION BY THE NATIONAL CONTRACTING PARTIES**

(Article 2.2. of the Agreement)

In order to enable the Organisation to assume its competences as referred to in Articles 1.1 and 2.1 of this Agreement, the National Contracting Parties shall make available to the Organisation for joint use free of charge, the installations, equipment and air-ground and ground-ground communications facilities detailed below. In addition, the National Contracting Parties shall make available for use by the Organisation, free of charge, the facilities and services essential to the operation of air traffic services, e.g. AIS, MET information and navigational facilities.

REPUBLIC OF AUSTRIA

Radar

MSSR Buschberg (East)
MSSR Feichtberg (West)
MSSR/RSR Koralpe (South)
(MSSR/Rosskofl - operational 1999)
SRE/MSSR Wien
SRE/MSSR Linz
RMCDE operational
ASTERIX-format December 1998

Telecommunications

10 Receiver/Transmitter sites
6 ACC/Upper frequencies
AFTN/CIDIN-centre (for rerouting)
MFC-switch (for rerouting)
VAS (for OLDI rerouting - to be implemented)

Flow Control Facilities

FMP Wien (as fall-back)

Miscellaneous

MOTNE-centre Wien for worldwide MET-information
AIDA for worldwide AIS-information (to be implemented)

BOSNIA AND HERZEGOVINA

Radar

MSSR will be installed on two sites by the end of 1998.

Telecommunications

Frequencies VHF Upper Airspace.

The use of two VHF Upper airspace frequency for CEATS (from two sites) Rhode & Schwarz will be installed.

UHF frequencies as required.

Voice line transmission (MFC).

MFC switch through capability to Croatia and FR Yugoslavia.

VCS - FREQUENTIS 6 working position.

NAV aids

D-VOR/DME SAR 43 56N 18 27E
should be operated from July 1997.

VOR/DME OMA 44 57N 16 48E
should be operated from July 1998.

VOR/DME DER 44 59N 17 58E
VOR/DME MSR 43 15N 17 53E
NDB GAC 43 08N 18 33E
NDB MSR 43 13N 17 51E
should be operated from July 1998.

Flow Control Facilities

CEATS should have its own FMP and necessary datalink with CFMU.

REPUBLIC OF CROATIA

Radar

Kurilovec MSSR - RMS 970 (ASTERIX format before 1999),
Kozjak MSSR - RMS 970 (ASTERIX format before 1999).

Telecommunications

Frequencies VHF Upper Airspace for sectors above FL 290, including emergency frequency.

Voice lines transmission (including MFC system) as far as Croatian border.

OLDI: Data lines transmission as far as Croatian border.

Flow Control Facilities

Zagreb FMP (within FIR Zagreb and FIR Sarajevo).

CZECH REPUBLIC

Radar

PISEK PSR AVIA 23CM installed in 1988

SSR KOREN-S installed in 1988, upgrading is planned for Thomson RSM970 in 2000 - ASTERIX format.

BUKOP (Buchtuv Kopec) SSR Thomson RSM970 installed in March 1997 - ASTERIX format.

PRAHA SSR Thomson RSM970 installed in 1993 - ASTERIX format, upgrading for Mode S is planned in 2000.

RCMDE will be applied at the end of 1997.

Radar data sharing - imported from future CEATS States - Slovakia (JAVOR) Thomson RSM970 and - Austria also Thomson RSM970. Classical cable data lines are used for radar signal transmission.

Telecommunications

VHF frequencies for upper airspace

- sector (West at present time) 133.525 MHZ
- sector (South at present time) 125.375 MHZ
- sector (East at present time) 132.800 MHZ
- emergency 121.500 MHZ

MFC and OLDI with all neighbours are available with the exception of Poland. According to the statement of the Polish Air Traffic Control Agency MFC and OLDI would be available at the end of 1997 (MFC) or in the middle of 1998 (OLDI).

Automation system in the Czech Republic is and will be able to exchange all messages defined by OLDI procedures.

Flow Control Facilities

Data links with Bruxelles from/to Praha FMP are applied with required procedures.

Miscellaneous

Civil/military coordination is based on the same principles applied by neighbouring countries.

REPUBLIC OF HUNGARY

Radar

Körishegy

ATCR 33A and SIR M Double Channel,
ASTERIX format

Püspökladány

ATCR 33A and SIR M Double Channel,
ASTERIX format

Ferihegy TAR

ATCR 33K and SIR M Double Channel,
ASTERIX format.

As required, if the Romanian Arad MSSR cannot be made available for CEATS.

Telecommunications

Frequencies VHF Upper Airspace

The use of four VHF Upper airspace frequency for CEATS (from three sites)
UHF frequencies as required.

Voice line transmission (MFC)

MFC switch through capability to Romania and possibly to Yugoslavia and Ukraine

OLDI Links

Possible rerouting between CEATS and ATCCs adjacent to the national ATC

Flow Control Facilities

CEATS should have its own FMP and the necessary datalink with the CFMU.

ITALIAN REPUBLIC

Radar

Ravenna ATCR 22 D - SIR M Double Channel
At the end of 1997 planned transmission in ASTERIX format

Lesima ATCR 22 D - SIR M Double Channel
At the end of 1997 planned transmission in ASTERIX format

Poggio Lecceta Upgrading program starting in 1998 in order to operate Mode S
Data lines transmission as far as Italian border.

Telecommunications

Frequencies VHF Upper Airspace

133.7

133.3

121.5 EMERGENCY

Frequencies UHF Upper Airspace

370.000

379.600

243.000 EMERGENCY

Voice lines transmission as far as Italian border.

OLDI: Data lines transmission as far as Italian border.

Telephone lines: Multi frequencies code system - Voice lines transmission from Padova as far as Italian border.

Flow Control Facilities

Data lines transmission from Padova F.M.P. as far as Italian border.

SLOVAK REPUBLIC*

Radar

- Velky Javornik - MSSR RSM 970
- transmission in ASTERIX format is planned in 1998.
- Velky Bucen - MSSR RSM 970
- transmission in ASTERIX format is planned in 1998.

Telecommunications

- 1) Slovak Aeronautical Communication Network
DPN 100 & Passport equipped network capable to transport data and voice

- 2) VHF receivers and transmitters
Rohde & Schwarz installed at the following sites in Slovakia:
Velky Javornik
Velky Bucen
Kralova Hola
Krizava

- 3) VOR/DMEs

- JANOVCE	48°10,8' N	17°33,0' E
- NITRA	48°17,5' N	18°03,1' E
- SLIAC	48°27,2' N	19°07,0' E
- POPRAD	49°03,9' N	20°21,1' E
- KOSICE	48°38,4' N	21°14,4' E

REPUBLIC OF SLOVENIA

Radar

- P/MSSR ;
- MSSR

Telecommunications

MFC, VCS (two positions)

* as from 1.1.2007

Existing NAV AIDS

- VOR/DME DOL, ILB

Flight Plan Data processing system

RMCDE - Possible node for RDR data exchange (radnet)

AFTN node

ANNEX III

FINANCIAL PROTOCOL
GOVERNING THE ESTABLISHMENT AND FINANCING OF THOSE PARTS
OF THE ORGANISATION'S BUDGET COVERING EXPENDITURE IN RESPECT OF THE
CEATS CENTRE

**FINANCIAL PROTOCOL GOVERNING THE ESTABLISHMENT
AND FINANCING OF THOSE PARTS OF THE ORGANISATION'S BUDGET
COVERING EXPENDITURE IN RESPECT OF THE CEATS CENTRE**

Part I: INVESTMENT EXPENDITURE

Article 1

Investment expenditure in respect of the CEATS Centre shall be covered by a special annex in Part VI of the Organisation's budget.

Article 2

Investment expenditure under the special annex shall be offset by receipts provided by loans contracted by the Organisation or by direct contributions from the National Contracting Parties.

PART II: OPERATING EXPENDITURE

Article 3

Operating expenditure in respect of the CEATS Centre shall be covered by the same special annex in Part VI of the Organisation's budget.

PART III: FINANCING

Article 4

1. The expenditure under the special annex not covered by loans shall be offset by direct contributions from the National Contracting Parties in respect of the control of General Air Traffic, payable in accordance with a cost-sharing formula to be agreed among them.
2. Cost-sharing formula, and any subsequent modification thereof, shall be communicated to the Organisation by the National Contracting Parties.

Article 5

1. The special annex shall provide sufficient credits to cover all current running expenses incurred in ensuring the safe operation of the CEATS Centre, and in particular:
 - (a) the gross salaries, pensions and allowances of all CEATS staff;
 - (b) all types of operating expenditure and maintenance expenses;
 - (c) loan repayments and interest relating to investments.
2. In order to reduce the charge related to pensions in future budgets of the CEATS Centre, the National Contracting Parties may decide, as soon as the Centre enters into operational use, to start building up a Pension Fund which would complement the contributions of the National Contracting Parties to the Centre's future budgets.

ANNEX IV

TRANSITIONAL PROVISIONS COVERING TRANSFER
FROM THE ARRANGEMENTS UNDER THE EUROCONTROL CONVENTION
AS AMENDED IN 1981 ("THE AMENDED CONVENTION") TO THE ARRANGEMENTS
UNDER THE EUROCONTROL CONVENTION AS REVISED AND CONSOLIDATED
IN 1997 ("THE REVISED CONVENTION")

**TRANSITIONAL PROVISIONS COVERING TRANSFER
FROM THE ARRANGEMENTS UNDER THE EUROCONTROL CONVENTION
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IN 1997 ("THE REVISED CONVENTION")**

Article 1

For the purposes of the present Annex IV, "transitional period" means the period from the date of entry into force of this Agreement ("the Agreement") until the date of entry into force of the Protocol consolidating the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, opened for signature at Brussels in 1997.

Article 2

The following provisions shall apply during the transitional period.

Article 3

In Article 1.1 of the Agreement, the reference to Article 2.2(b) of the revised Convention shall be a reference to Article 2.2(b) of the amended Convention.

Article 4

In Article 2.1 of the Agreement, the reference to Article 3.3 of the revised Convention shall be a reference to Article 3.3 of the amended Convention.

Article 5

In Article 3.(a) of the Agreement, the reference to Annex 1 of the revised Convention (Statute of the Agency) shall be a reference to Annex 1 to the amended Convention.

Article 6

1. In Article 4.1 of the Agreement, the reference to a CEATS Standing Committee shall be a reference to the Agency's Committee of Management.
2. In Article 4.2(a) of the Agreement, the reference to the Council and the General Assembly shall be a reference to the Committee of Management and the Permanent Commission.

Article 7

Article 5 of the Agreement shall read as follows:

"With the exception of the provision of the 2nd, 3rd and 4th sentences of Article 7.1 of the amended Convention, the provisions of the said Convention, and those of Annex 1 thereto, in respect of decision-making procedures in connection with the tasks detailed in Article 2.1 of the Convention shall apply by analogy to the measures of an inter alia operational, technical or budgetary nature referred to in Articles 3 and 4 of this Agreement. Measures voted by a simple or weighted majority shall require to obtain two-thirds of votes cast, this to

include those of the National Contracting Parties for which this Agreement has entered into force.”

Article 8

In Article 11.3 of the Agreement, the reference to Article 28.2 of the revised Convention shall be a reference to Article 25.2 of the amended Convention.

Article 9

In Article 12 of the Agreement, the reference to the General Assembly shall be a reference to the Permanent Commission.

Article 10

In Article 13 of the Agreement, the reference to Article 34 of the revised Convention shall be a reference to Article 31 of the amended Convention.

Article 11

Article 15.2 of the Agreement shall read as follows:

- “2. If the amended Convention is terminated in accordance with the provisions of Article 35.2. thereof, the Organisation shall ensure, in application of Article 35.3 of the amended Convention, the continued operation of the CEATS Centre in conformity with the provisions of this Agreement until the National Contracting Parties have implemented alternative arrangements, at the latest within a period of four years.”