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PREDSJEDNIKU HRVATSKOGA SABORA

Predmet: Prijedlog zakona o potvrđivanju Sporazuma o uspostavi Funkcionalnog bloka zračnog prostora Središnje Europe, s Konačnim prijedlogom zakona

Na temelju članka 85. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 – pročišćeni tekst) i članaka 129. i 159. Poslovnika Hrvatskoga sabora, Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Sporazuma o uspostavi Funkcionalnog bloka zračnog prostora Središnje Europe, s Konačnim prijedlogom zakona za hitni postupak.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila Zdenka Antešića, zamjenika ministra pomorstva, prometa i infrastrukture, te Dana Simonića i Jasmina Krizmanića, pomoćnike ministra pomorstva, prometa i infrastrukture.

PREDSJEDNIK

Zoran Milanović

**PRIJEDLOG ZAKONA O POTVRĐIVANJU SPORAZUMA O USPOSTAVI
FUNKCIONALNOG BLOKA ZRAČNOG PROSTORA SREDIŠNJE EUROPE,
S KONAČNIM PRIJEDLOGOM ZAKONA**

PRIJEDLOG ZAKONA O POTVRĐIVANJU SPORAZUMA O USPOSTAVI FUNKCIONALNOG BLOKA ZRAČNOG PROSTORA SREDIŠNJE EUROPE

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Sporazuma o uspostavi Funkcionalnog bloka zračnog prostora Središnje Europe (u daljnjem tekstu: FAB CE Sporazum) sadržana je u odredbi članka 140. stavka 1. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 - pročišćeni tekst).

II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI

Republika Hrvatska je potpisala FAB CE Sporazum 5. svibnja 2011. godine zajedno sa Republikom Austrijom, Bosnom i Hercegovinom, Češkom Republikom, Republikom Mađarskom, Slovačkom Republikom i Republikom Slovenijom.

Smisao i sadržaj FAB CE Sporazuma je stvaranje funkcionalnog bloka zračnog prostora koji bi se, polazeći od međunarodnog karaktera civilnog zrakoplovstva, kao i od osnovnih načela Europske unije o slobodi kretanja ljudi, dobara i kapitala, temeljio i na drugim jedinstvenim načelima kao što su pravo i sloboda poslovnog nastana, sloboda međusobnog pristupa zrakoplovnim tržištima i izvan sadašnjih granica Europske unije pod jednakim uvjetima natjecanja, a s ciljem potpune liberalizacije zrakoplovnog tržišta u pogledu kapaciteta, frekvencija i cijena, poštivanje zajedničkih pravila koja se odnose na sigurnost zračnog prometa i, upravljanje zračnim prometom te pitanja očuvanja i zaštite okoliša. Krajnji cilj uspostave Funkcionalnog bloka zračnog prostora Središnje Europe, pa tako i svih ostalih inicijativa integracije zračnog prostora u Europi, jest integracija zračnog prostora te uspostava zajedničkog bloka zračnog prostora, smanjenje troškova krajnjim korisnicima, povećanje kapaciteta i smanjenje kašnjenja na svim razinama odvijanja zračnog prometa. Uspostavom Funkcionalnog bloka zračnog prostora Središnje Europe primjenjuju se glavne smjernice Jedinstvenog europskog neba, inicijative Europske komisije koja pruža zakonodavni okvir za udovoljavanje budućim potrebama sigurnosti, kapaciteta i efikasnosti odvijanja zračnog prometa na europskoj razini.

FAB CE Sporazum se sastoji od 26 (dvadeset i šest) članaka i od 2 (dva) Dodatka. Dodatak 1. prikazuje primjenjivi zračni prostor svake države ugovornice koji je ista odlučila obuhvatiti FAB CE Sporazumom. Dodatak 2. prikazuje usluge u zračnoj plovidbi koje je svaka država ugovornica odlučila uključiti u FAB CE Sporazum. Dodaci čine sastavni dio FAB CE Sporazuma.

Kada stupi na snagu, FAB CE Sporazum će biti ključni element integracije zračnog prostora zemalja Središnje Europe u funkcionalni blok zračnog prostora, kao i daljnje integracije sa susjednim funkcionalnim blokovima zračnog prostora. Regulatorni okvir za kreiranje funkcionalnih blokova zračnog prostora već postoji te je implementiran u hrvatski zakonodavni okvir, a ovim Sporazumom se utvrđuju unutarnji postupci vezani za FAB CE i njegove radne strukture. Ovim Sporazumom, kao i ostalim Sporazumima zasnovanim na osnovu ovog (Sporazum o suradnji nacionalnih nadzornih tijela, Sporazum o suradnji pružatelja usluga u zračnoj plovidbi...) ostvaruju se visoki standardi sigurnosti zračnog

prometa, nadzora poslovnih procesa te smanjenja operativnih troškova kao i unaprjeđenje mjera očuvanja okoliša.

Ratifikacijom FAB CE Sporazuma ubrzava se ne samo postupak ispunjavanja obveza koje iz njega proizlaze već i obveza koje proizlaze iz procesa pregovora za pristupanje Republike Hrvatske Europskoj uniji. Opredijeljenost Republike Hrvatske za ispunjenje svih preuzetih obveza iz *acquis communautaire* koje se odnose na zračni promet, a time i integriranje vlastitog zračnog prostora u funkcionalni blok zračnog prostora Središnje Europe, potpuno je neupitna.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuje se Sporazum o uspostavi Funkcionalnog bloka zračnog prostora Središnje Europe, kako bi njegove odredbe u smislu članka 141. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 - pročišćeni tekst) postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Bitna pitanja koja su obuhvaćena FAB CE Sporazumom odnose se na integraciju zračnog prostora, upravljanje zračnim prostorom, pružanje usluga u zračnoj plovidbi te nadzor sigurnosti zračnog prometa i uz to vezana pitanja.

Nakon što se FAB CE Sporazum počne u potpunosti primjenjivati, Republika Hrvatska će postići europske i suvremene standarde u području zračnog prometa, visoki stupanj sigurnosti odvijanja zračnog prometa i zaštite zračnog prometa, pojednostavljenje upravljanja i kontrole odvijanja zračnog prometa (prihvaćanje inicijative “Jedinstveno europsko nebo”), dolazak novih znanja i tehnologije te visoku razinu zaštite i očuvanja okoliša.

Pristupanje FAB CE Sporazumu je od primarne važnosti. Potvrđivanjem navedenog međunarodnog instrumenta Republika Hrvatska postaje dio suvremenog i uređenog sustava civilnog zračnog prometa gdje su sigurnost, zaštita i prava putnika pri samom vrhu prioriteta.

FAB CE Sporazum se privremeno primjenjuje od datuma potpisivanja na način kako je to propisano odredbama članka 24. FAB CE Sporazuma.

IV. OCJENA POTREBNIH SREDSTAVA ZA PROVEDBA ZAKONA

Provedba ovoga Zakona ne zahtijeva osiguranje dodatnih financijskih sredstava u državnom proračunu Republike Hrvatske.

V. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje ovoga Zakona po hitnom postupku nalazi se u članku 159. Poslovnika Hrvatskog sabora i to u drugim osobito opravdanim državnim razlozima. Naime, budući da je potvrđivanje FAB CE Sporazuma neophodno za potpunu operativnu uspostavu Funkcionalnog bloka zračnog prostora Središnje Europe cijeni se da postoji interes da Republika Hrvatska što skorije okonča svoj unutarnji pravni postupak, kako bi se stvorile pretpostavke da FAB CE Sporazum, u skladu sa svojim odredbama, stupi na snagu.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora kojim država i formalno izražava spremnost da bude vezana već sklopljenim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi ne mogu vršiti izmjene ili dopune teksta međunarodnog ugovora, predlaže se ovaj Prijedlog zakona raspraviti i prihvatiti po hitnom postupku, objedinjavajući prvo i drugo čitanje.

**KONAČNI PRIJEDLOG ZAKON O POTVRĐIVANJU SPORAZUMA O
USPOSTAVI FUNKCIONALNOG BLOKA ZRAČNOG PROSTORA SREDIŠNJE
EUROPE**

Članak 1.

Potvrđuje se Sporazum o uspostavi Funkcionalnog bloka zračnog prostora Središnje Europe, sastavljen u Brdu kod Kranja, 5. svibnja 2011. godine, u izvorniku na engleskom jeziku.

Članak 2.

Tekst Sporazuma iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik glasi:

**SPORAZUM O USPOSTAVI FUNKCIONALNOG
BLOKA ZRAČNOG PROSTORA SREDIŠNJE
EUROPE**

REPUBLIKA AUSTRIJA,

BOSNA I HERCEGOVINA,

REPUBLIKA HRVATSKA,

ČEŠKA REPUBLIKA,

REPUBLIKA MAĐARSKA,

SLOVAČKA REPUBLIKA,

REPUBLIKA SLOVENIJA,

u daljnjem tekstu „države ugovornice”,

Preambula

UZIMAJUĆI U OBZIR da je inicijativa Jedinstvenog europskog neba (SES) pokrenuta kako bi se unaprijedili postojeći standardi zrakoplovne sigurnosti, pridonijelo održivom razvoju sustava zračnog prijevoza te unapjređenju sveukupne uspješnosti upravljanja zračnim prometom i usluga u zračnoj plovidbi, namijenjenih općem zračnom prometu u Europi, sa ciljem ispunjavanja zahtjeva svih korisnika zračnog prostora;

BUDUĆI DA će se ciljevi SES, između ostaloga, provoditi kroz funkcionalne blokove zračnog prostora, koji se temelje na operativnim zahtjevima i uspostavljaju neovisno o državnim granicama i u kojima se pri pružanju usluga u zračnoj plovidbi teži ka uspješnosti i njihovoj optimizaciji s namjerom jačanja suradnje među pružateljima usluga u zračnoj plovidbi;

ZNAJUĆI da je zračni prostor središnje Europe od velike važnosti za upravljanje europskim zračnim prometom te da će svako ostvareno poboljšanje u oblikovanju, upravljanju ili u pružanju usluga u zračnoj plovidbi u tom zračnom prostoru pridonijeti boljem protoku prometa ne samo u srednjoj Europi;

NE ŽELEĆI ograničiti provedbu SES isključivo na države članice EU-a i želeći podržati njegovu primjenu u zemljama koje nisu članice Europske unije;

BUDUĆI DA sklapanje Sporazuma o uspostavi i provedbi funkcionalnog bloka zračnog prostora neće dovesti u pitanje načelo da svaka država ima potpun i isključivi suverenitet nad zračnim prostorom iznad svog državnog područja niti mogućnost svake države da ostvaruje svoja isključiva prava u odnosu na sigurnost i obranu u vlastitom nacionalnom zračnom prostoru;

BUDUĆI DA će nacionalno nadzorno tijelo (NSA) svake države ugovornice uspostaviti odgovarajuće preduvjete za blisku međusobnu suradnju sa nacionalnim nadzornim tijelima drugih država ugovornica kako bi se osigurao odgovarajući nadzor pružatelja usluga u zračnoj plovidbi koji posjeduju valjanu svjedodžbu (certifikat) i koji pružaju usluge u zračnoj plovidbi u zračnom prostoru u nadležnosti država ugovornica;

PRIZNAVAJUĆI svakoj državi ugovornici slobodu odlučivanja pri određivanju opsega zračnog prostora i usluga u zračnoj plovidbi koje će biti obuhvaćene ovim Sporazumom;

IZRAŽAVAJUĆI svoju želju za suradnjom u provedbi SES na način da se mogu postići njegovi ciljevi i da korisnici zračnog prostora mogu ostvariti koristi od njegove provedbe;

UVAŽAVAJUĆI uvjete koji proizlaze iz regionalnih sporazuma sklopljenih s Međunarodnom organizacijom civilnog zrakoplovstva (ICAO) i uvažavajući regionalne sporazume koji su postojali na datum stupanja na snagu Uredbe o pružanju usluga;

SA CILJEM stvaranja pravne i institucionalne osnove za uspostavu Funkcionalnog bloka zračnog prostora središnje Europe (FAB CE) između država ugovornica;

UVAŽAVAJUĆI činjenicu da uspostava FAB CE ne dovodi u pitanje uspostavljena područja letnih informacija (FIR-ove) priznata od strane ICAO, te da će države ugovornice zadržati odgovornost prema ICAO-u unutar zemljopisnih granica područja letnih informacija koja im je povjerio ICAO.

ovime dogovaraju kako slijedi:

Članak 1.

Definicije

1. U svrhu ovog Sporazuma, ako nije navedeno drugačije, izraz:
 - (a) „zračni prostor FAB CE“ znači zračni prostor koji obuhvaća primjenjivi zračni prostor svake države ugovornice;
 - (b) „usluga FAB CE“ znači bilo koja od usluga u zračnoj plovidbi, koje su države ugovornice navele u Dodatku 2. ovog Sporazuma, koja će se pružati u njihovom primjenjivom zračnom prostoru i koja ne podliježe ni jednoj od rezervi iz članka 20.(1)(b);
 - (c) „primjenjivi zračni prostor“ znači u odnosu na svaku državu ugovornicu zračni prostor u nadležnosti dotične države ugovornice koji je ta država ugovornica odredila u Dodatku 1. ovog Sporazuma i koji ne podliježe ni jednoj od rezervi iz članka iz članka 20.(1)(a);
 - (d) „certifikacijski NSA“ znači, za određenog pružatelja usluga u zračnoj plovidbi (ANSP), nacionalno nadzorno tijelo (NSA) koje je imenovala ili osnovala neka država ugovornica i koje je izdalo certifikat dotičnom pružatelju usluga u zračnoj plovidbi (ANSP);
 - (e) „teritorijalni NSA“ znači, u odnosu na neki određeni dio zračnog prostora, nacionalno nadzorno tijelo (NSA) koje je imenovala ili osnovala država ugovornica nadležna za dotični dio zračnog prostora;
 - (f) „datum odluke“ znači 30. lipanj 2012. godine ili datum stupanja na snagu ovog Sporazuma, ovisno o tome koji od tih rokova kasnije nastupi.
2. Ako nije drugačije navedeno ili ako kontekst ne zahtijeva drugačije, ostali pojmovi i izrazi korišteni u ovom Sporazumu tumače se u skladu s njihovom uporabom i tumačenjem u odgovarajućem zakonodavstvu koje je usvojeno na temelju Ugovora o funkcioniranju Europske unije te na temelju Konvencije o međunarodnom civilnom zrakoplovstvu.

Članak 2.

Cilj

Cilj ovog Sporazuma je uspostava funkcionalnog bloka zračnog prostora, određivanje pravila i postupaka za njegovu uspostavu, operativni rad i daljnji razvoj kako bi se postigla usklađenost s Jedinstvenim europskim nebom (SES) i uspostavio odgovarajući ustroj vladajuće i upravljačke strukture.

Članak 3.

Suverenitet

1. Ovaj Sporazum ne dovodi u pitanje potpun i isključivi suverenitet država ugovornica nad zračnim prostorom iznad njihovog državnog područja.
2. Ovaj Sporazum ničim ne dovodi u pitanje niti utječe na prava i obveze država ugovornica, bilo temeljem Konvencije o međunarodnom civilnom zrakoplovstvu ili drugih međunarodnih sporazuma, kojih je neka od njih stranka.

Članak 4.

Sigurnost i obrana

Odredbe ovog Sporazuma ne dovode u pitanje nacionalne zahtjeve država ugovornica koji se odnose na javni red, javnu sigurnost i interese obrane i svaka država ugovornica ima pravo provesti bilo koju mjeru, u opsegu u kojem je to potrebno, da bi zaštitila ključne interese sigurnosti i obrambene politike. Nadalje, svaka država ugovornica ima pravo zaštititi vojne operacije i obuku ili druge vrste operativnog zračnog prometa u skladu sa svojim nacionalnim pravilima i propisima, svaki put kad bi provedba ovog Sporazuma štetno utjecala na njihovo sigurno i učinkovito provođenje.

Članak 5.

Uspostava Funkcionalnog bloka zračnog prostora

Države ugovornice ovime uspostavljaju Funkcionalni blok zračnog prostora središnje Europe (FAB CE). Ovaj se Sporazum primjenjuje na zračni prostor FAB CE u dijelu koji se odnosi na usluge FAB CE.

Članak 6.

Tijela FAB CE

1. Države ugovornice dogovaraju osnivanje sljedećih tijela FAB CE:
 - (a) Vijeće FAB CE;
 - (b) Zajedničko civilno-vojno povjerenstvo za koordinaciju zračnog prostora (JCMACC);
 - (c) Koordinacijsko povjerenstvo nacionalnih nadzornih tijela (NSA CC);

- (d) Druga tijela, koja osnuje Vijeće FAB CE, koja će biti potrebna za uspostavu, operativni rad i daljnji razvoj FAB CE.
2. Gore spomenuta tijela nemaju pravnu osobnost.

Članak 7.

Vijeće FAB CE

1. Vijeće FAB CE osniva se kao zajedničko tijelo, koje donosi odluke u svrhu provođenja, operativnog rada i daljnjeg razvoja ovog Sporazuma.
2. Vijeće FAB CE se sastoji od predstavnika država ugovornica. Svaka država ugovornica može imenovati nekoliko izaslanika kako bi omogućila zastupanje interesa i civilnog i vojnog zrakoplovstva. Svaka država ugovornica će imati jedan glas.
3. Svaki pružatelj operativnih usluga u zračnom prometu, koji je imenovan za bilo koji dio zračnog prostora FAB CE ima pravo imenovati predstavnika koji će sudjelovati na sjednicama Vijeća FAB CE kao promatrač.
4. Vijeće FAB CE, unutar područja primjene ovog Sporazuma, poduzima mjere koje su neophodne da bi se osigurala provedba, operativni rad i daljnji razvoj FAB CE, kako bi se osigurala njegova usklađenost sa zahtjevima i ostvarivanje ciljeva koji su utvrđeni u zakonodavstvu o Jedinstvenom europskom nebu (SES), uključujući usklađenost s planom i ciljevima uspješnosti koji su tamo utvrđeni.
5. Vijeće FAB CE razmatra, raspravlja i donosi odluke o sljedećim pitanjima:
 - (a) formuliranje i odobravanje načela, ciljeva i politike FAB CE na strateškoj razini za unutarnja i vanjska pitanja FAB CE, uključujući, ali bez ograničavanja na:
 - (i) oblikovanje zračnog prostora;
 - (ii) upravljanje zračnim prostorom (ASM);
 - (iii) usluge u zračnoj plovidbi (ANS);
 - (iv) upravljanje protokom zračnog prometa (ATFM);
 - (v) nadzor, uključujući i nadzor sigurnosti, usluga u zračnoj plovidbi (ANS), upravljanja protokom zračnog prometa (ATFM), upravljanja zračnim prostorom (ASM), te osposobljavanja i licenciranja osoblja;
 - (b) prijedlozi za izmjene i dopune ili prestanak ovog Sporazuma;
 - (c) vlastiti poslovnik;
 - (d) osnivanje drugih tijela navedenih u članku 6.(1.)(d);
 - (e) opis djelovanja tijela osnovanih sukladno članku 6.(1.)(b)-(d), te izmjene i dopune istih;
 - (f) bilo koje drugo pitanje slične naravi u svrhu postizanja cilja ovog Sporazuma.
6. Vijeće FAB CE će također razmatrati, raspravljati i donositi mjere o sljedećim pitanjima:
 - (a) odobrenje sveukupnih planova i mjera vezanih za uspostavu, daljnji razvoj i operativni rad FAB CE;

- (b) pitanja postupanja u posebnim okolnostima;
- (c) usklađivanje s utvrđenim načinom naplate;
- (d) uspostava (jednog ili više) obračunskih područja, koja se protežu preko nacionalnih granica;
- (e) usklađivanje pravila za pružanje usluga u zračnoj plovidbi (ANS), upravljanje protokom zračnog prometa (ATFM), upravljanje zračnim prostorom (ASM), osposobljavanje i licenciranje osoblja za koje je to primjenjivo, kao i pravila letenja, uključujući usklađivanje prijavljenih odstupanja od ICAO standarda;
- (f) planovi uspješnosti;
- (g) poticanje i olakšavanje suradnje među pružateljima usluga u zračnoj plovidbi (ANSP) sa ciljem poboljšanja njihove uspješnosti u okviru FAB CE;
- (h) bilo koje drugo pitanje slične naravi u svrhu postizanja cilja ovog Sporazuma.

7. Mjere navedene u prethodnom stavku 6. moraju biti u skladu s ranije usvojenim odlukama Vijeća FAB CE, ukoliko ovim Sporazumom nije drugačije propisano.

8. Vijeće FAB CE sastaje se kada sjednicu sazove predsjedavajući Vijeća ili na zahtjev bilo koje dvije države ugovornice.

9. Vijeće FAB CE odluke i mjere donosi konsenzusom. Ukoliko se ne uspije postići konsenzus, Vijeće FAB CE odluke i mjere donosi glasovanjem u skladu sa slijedećim pravilima:

- (a) za donošenje odluka potrebna je jednoglasnost država ugovornica, a iste će se mijenjati ili ukidati samo drugom odlukom;
- (b) za donošenje mjera potrebna je obična većina glasova država ugovornica, a iste će se mijenjati ili ukidati samo drugim mjerama.

Za donošenje mjere za izmjenu ili ukidanje neke postojeće mjere potrebna je obična većina glasova država ugovornica. Državu ugovornicu (države ugovornice), koja je usvojila mjeru o izmjeni/ukidanju kao i prvobitnu mjeru, dotična prvobitna mjera obvezuje u odnosu na državu ugovornicu (države ugovornice) koja je usvojila samo prvobitnu mjeru:

- (i) tijekom vremenskog razdoblja primjene prvobitne mjere; ili
- (ii) tijekom jedne godine (prijelazno razdoblje) nakon usvajanja mjere o izmjeni/ukidanju ako u prvobitnoj mjeri nije propisano razdoblje primjene.

Država ugovornica (države ugovornice), koje su vezane prvobitnom mjerom, a nisu glasovale za mjeru kojom se ista mijenja ili ukida, i dalje će biti vezane tom prvobitnom mjerom, osim ako, u slučaju iz alineje (ii), neka od njih ne navede drugačiji rok za primjenu nakon prijelaznog roka.

- (c) bilo koja država ugovornica, koja nije imala svog predstavnika na sjednici, ima pravo glasovati pisanim putem; ako u roku od 21 dan nakon primitka pisanog prijedloga odluke ili mjere ne bude primljen nikakav odgovor, smatrat će se da je dotična država ugovornica glasovala pozitivno.

10. Ako ovim Sporazumom ili odgovarajućom odlukom nije drugačije utvrđeno, odluke su obvezujuće za sve države ugovornice. Ukoliko u odgovarajućoj mjeri nije drugačije utvrđeno, mjere su obvezujuće za sve države ugovornice koje su glasovale za tu mjeru. Za

državu ugovornicu koja nije glasovala za mjeru, ta mjera nije obvezujuća, osim u slučaju da dotična država ugovornica u bilo kojem trenutku obavijesti Vijeće FAB CE da se smatra vezanom tom mjerom od nekog određenog datuma i to u odnosu na cijeli ili na neke određene dijelove svog primjenjivog zračnog prostora, odnosno za sve ili neke određene usluge u zračnoj plovidbi (ANS) koje se pružaju u njezinom primjenjivom zračnom prostoru.

11. Usvajanje mjere ne sprječava da dvije ili više država ugovornica, koje nisu glasovale za tu mjeru, zaključe i provedu odgovarajući mehanizam prilagodbe u skladu s člankom 10. ovog Sporazuma.

12. Svako rješenje usvojeno po pitanjima iz stavka 6. smatra se mjerom, bez obzira kako se ono nazove i je li usvojeno konsenzusom, jednoglasno ili većinom glasova.

13. Svaka država ugovornica će svaku odluku i mjeru, koja je za nju obvezujuća, pravovremeno implementirati u svoje nacionalno zakonodavstvo ili na neki drugi način osigurati njezino učinkovito provođenje.

14. Ukoliko predložena odluka ili mjera ne utječe na primjenjivi zračni prostor države ugovornice ili na usluge u zračnoj plovidbi (ANS) koje je država ugovornica uključila u Dodatak 2., ta država ugovornica nema pravo glasa i neće se smatrati državom ugovornicom u smislu stavaka 9. i 10. pod uvjetom da:

- (a) ta odluka/mjera ne obuhvaća sučelja s primjenjivim zračnim prostorom te države ugovornice;
- (b) ta odluka/mjera bude u skladu s odlukama/mjerama koje je usvojila dotična država ugovornica.

Takva odluka/mjera nije obvezujuća za tu državu ugovornicu niti će na bilo koji način umanjiti ili ograničiti pravo te države ugovornice da usvoji odluku/mjeru o pitanjima i u opsegu kako je navedeno u prethodnim stavcima 5. i 6.

U slučaju rezervi iz članka 20. iste se primjenjuju *mutatis mutandis* tijekom razdoblja od dvije godine od datuma odluke.

Članak 8

Zajedničko civilno-vojno povjerenstvo za koordinaciju zračnog prostora (JC-MACC)

Zajedničko civilno-vojno povjerenstvo za koordinaciju zračnog prostora sastoji se od predstavnika civilnog i vojnog zrakoplovstva država ugovornica u svrhu, između ostaloga, strateške koordinacije nacionalnog upravljanja zračnim prostorom (ASM) i politika oblikovanja zračnog prostora, postupaka upravljanja protokom i kapacitetom zračnog prometa (ATFCM) te civilne i vojne suradnje svih država FAB CE. JC-MACC za svoj rad odgovara Vijeću FAB CE.

Članak 9

Koordinacijsko povjerenstvo nacionalnih nadzornih tijela (NSA CC)

Koordinacijsko povjerenstvo nacionalnih nadzornih tijela sastoji se od predstavnika nacionalnih nadzornih tijela (NSA) koja obavljaju zadaću nadzora u zračnom prostoru FAB CE u svrhu provođenja zadataka utvrđenih u članku 14. NSA CC za svoj rad odgovara Vijeću

FAB CE. Ova nadležnost ne utječe na nepristrano, neovisno i transparentno provođenje ovlasti pojedinih NSA.

Članak 10.

Mehanizmi prilagodbe

1. Dvije ili više država ugovornica, koje žele razviti ili provesti daljnje mehanizme i rješenja u cilju povećanja razine usklađenosti, uspješnosti ili međusobne suradnje, kao i suradnje između pružatelja usluga koji pružaju usluge FAB CE, u svojem primjenjivom zračnom prostoru mogu uspostaviti mehanizme prilagodbe u skladu s ovdje navedenim.

2. Takvi mehanizmi neće utjecati na prava i obveze onih država ugovornica koje ne sudjeluju u tim mehanizmima i neće biti u suprotnosti s odlukama koje je već usvojilo Vijeće FAB CE niti s razinom usklađenosti koja je već uspostavljena između država ugovornica koje sudjeluju u pojedinom mehanizmu i drugih država ugovornica.

Članak 11.

Usluge u zračnoj plovidbi

1. Svaka država ugovornica osigurava pružanje usluga FAB CE u svom primjenjivom zračnom prostoru.

2. Ukoliko ovim Sporazumom nije izričito drugačije propisano, ništa u ovom Sporazumu niti mjere koje se temeljem njega usvoje neće se smatrati ograničenjem mogućnosti suradnje pružatelja usluga u zračnoj plovidbi (ANSP) koji pružaju usluge FAB CE.

Članak 12.

Zajedničko imenovanje

1. Svaka država ugovornica ima pravo imenovati jednog ili više pružatelja operativnih usluga u zračnom prometu, te opozvati ili izmijeniti to imenovanje, za pružanje svih ili dijela operativnih usluga u zračnom prometu u njenom primjenjivom zračnom prostoru. O tom imenovanju, opozivu ili izmjeni treba pisanim putem obavijestiti Depozitara.

2. Dotične države ugovornice provode mjere Vijeća FAB CE o uspostavljanju prekograničnih sektora, na jedan od sljedećih načina:

(a) temeljem dvostranih ili višestranih sporazuma o dodjeli pripadajućeg prekograničnog sektora (ili više takvih sektora) određenom pružatelju operativnih usluga u zračnom prometu u skladu sa stavkom 1. ovog članka; ili

(b) osiguravajući da dotični pružatelji operativnih usluga zračnom prometu međusobno sklope odgovarajuće ugovore o pružanju usluga u pripadajućem prekograničnom sektoru (ili sektorima) i da ih dotične države ugovornice odobre.

3. Za svakog pružatelja operativnih usluga u zračnom prometu koji je imenovan prema stavku 1., smatrat će se da su ga zajednički imenovale sve države ugovornice od datuma kad je obavijest o tom imenovanju poslana Depozitaru do njegove izmjene ili opoziva kao što je definirano u stavku 1.

4. Za odobravanje ugovora o pružanju operativnih usluga u zračnom prometu (ATS usluga) između pružatelja operativnih usluga u zračnom prometu, bilo da su isti imenovani temeljem ovog Sporazuma ili ne, nadležne su isključivo one države ugovornice na čiji se zračni prostor ti ugovori odnose. Bilo koje dvije ili više susjednih država ugovornica imaju pravo dogovoriti odgovarajuća rješenja ili sklopiti odgovarajuće sporazume o dodjeli takvog odobrenja.

5. Svaka država ugovornica, koja odgovornost za uspostavu i/ili pružanje operativnih usluga u zračnom prometu u zračnom prostoru FAB CE namjerava delegirati nekoj drugoj državi koja nije država ugovornica, dužna je osigurati da ta država nastavi postupati u skladu sa svim odredbama ovog Sporazuma.

Članak 13.

Zračni prostor

1. Zračnim prostorom FAB CE upravljaju države ugovornice kako je određeno ovim Sporazumom.

2. Ovaj Sporazum ne utječe na pravo niti jedne države ugovornice da primijeni koncept fleksibilnog korištenja zračnog prostora prilikom rezerviranja, ograničavanja ili drugačijeg organiziranja definiranih dijelova zračnog prostora, koji se ne protežu izvan njihovog primjenjivog zračnog prostora, da bi ga isključivo ili specifično koristili vojni korisnici i/ili zrakoplovi kojima se obavlja operativni zračni promet. Međutim, ta ograničenja i rezervacije zračnog prostora, budući da značajno utječu na protoke civilnog zračnog prometa, moraju se koordinirati putem JC MACC u skladu s koordinacijskim postupcima koje će definirati JC-MACC.

Članak 14.

Nadzor

1. Certifikacijski NSA provodi nadzor, uključujući i nadzor sigurnosti u odnosu na pružanje usluga dotičnog pružatelja usluga u zračnoj plovidbi (ANSP) bilo koje usluge FAB CE u onom dijelu zračnog prostora FAB CE koji nije u nadležnosti države ugovornice koja je imenovala certifikacijski NSA.

2. Teritorijalni NSA ima pravo zatražiti provjere (audite) i izravno sudjelovanje u svim poslovima nadzora koje obavlja certifikacijski NSA, u mjeri u kojoj se ti poslovi obavljaju vezano za pružanje usluga FAB CE u zračnom prostoru FAB CE za koje je teritorijalni NSA odgovoran. Certifikacijski NSA mora s posebnom pozornošću uzeti u obzir prijedloge i primjedbe teritorijalnog NSA. Pružatelj usluga u zračnoj plovidbi (ANSP), koji podliježe nadzoru certifikacijskog NSA-a, dužan je teritorijalnom NSA omogućiti ostvarivanje njegovih prava iz ovog Sporazuma.

3. Teritorijalni NSA dužan je obavijestiti certifikacijski NSA o svim pravilima i postupcima koji se primjenjuju na pružanje usluga FAB CE u zračnom prostoru u njegovoj nadležnosti.

4. Države ugovornice zajednički prihvaćaju nalaze, zaključke ili odluke certifikacijskog NSA koji se odnose na pružanje usluga FAB CE od strane dotičnog ANSP u onom dijelu zračnog prostora FAB CE koji ne spada u nadležnost države ugovornice koja je imenovala certifikacijski NSA. U slučaju da certifikacijski NSA utvrdi neki nalaz, zaključak ili odluku, a pri tome ne vodeći dovoljno računa o relevantnim pravilima i postupcima s kojima ga je upoznao teritorijalni NSA sukladno stavku 3., država ugovornica koja je uspostavila teritorijalni NSA, će imati pravo ne priznati takav nalaz, zaključak ili odluku te, ako to smatra neophodnim, obustaviti primjenu ovog članka i sukladno tome preuzeti odgovornost za nadzor uključujući i nadzor sigurnosti.

5. Države ugovornice osiguravaju da se sklopi pisani Ugovor o suradnji NSA kojim će se odrediti detaljni uvjeti ostvarivanja prava i obveza njihovih NSA prema ovom članku te uvjeti razmjene i objavljivanja informacija od značaja za sigurnost.

6. Stavci 1. do 5. primjenjuju se *mutatis mutandis* na nadzor sigurnosti ATFM i ASM. Za nadzor sigurnosti bit će nadležan NSA one države ugovornice na čijem državnom području organizacija koja provodi ATFM ili ASM na taktičkoj razini ima svoje glavno poslovno sjedište.

7. Svaki NSA koji izdaje dozvole za rad operativnog osoblja, a koje je nadležno za bilo koji dio prekograničnog sektora, ima pravo izdati ovlaštenje za lokaciju za cjelokupni prekogranični sektor kada svi dotični NSA usuglase i ispune odgovarajuće zahtjeve i postupke. Dotične države ugovornice će međusobno priznavati takva ovlaštenja za lokaciju

8. Ovaj se članak ne primjenjuje na nadzor, uključujući i nadzor sigurnosti, pružanja bilo koje usluge FAB CE koju pruža ANSP kojeg nije certificirao NSA neke od država ugovornica.

Članak 15.

Financijske odredbe

Svaka država ugovornica snosi svoje vlastite troškove za uspostavu, operativni rad i daljnji razvoj zračnog prostora FAB CE.

Članak 16.

Pristup država FAB CE Sporazumu

1. Ovaj je Sporazum otvoren za pristup svakoj državi članici EU-a ili bilo kojoj ugovornoj stranci Sporazuma o uspostavi Europskog zajedničkog zračnog prostora (ECAA Sporazum) pod uvjetom da njezin zračni prostor graniči sa zračnim prostorom FAB CE.

2. Svaki pristup će biti podložan zajedničkoj pisanoj suglasnosti svih država ugovornica.

Članak 17.

Izmjene i dopune

Ovaj se Sporazum može mijenjati i dopunjavati na temelju zajedničke pisane suglasnosti svih država ugovornica.

Članak 18.

Povlačenje države ugovornice iz FAB CE Sporazuma

1. Svaka država ugovornica može se povući iz ovog Sporazuma putem pisane obavijesti upućene Depozitaru.

2. Povlačenje stupa na snagu godinu dana od datuma kad Depozitar primi obavijest o povlačenju. Tijekom tog razdoblja druge države ugovornice će poduzeti mjere koje su neophodne za preoblikovanje zračnog prostora FAB CE i promjene u pružanju usluga FAB CE. Država ugovornica koja se povlači, snosi troškove povlačenja koje druge države ugovornice pretrpe tijekom prijelaznog razdoblja vezano uz preoblikovanje zračnog prostora FAB CE i promjene u pružanju usluga FAB CE, koje te druge države ugovornice inače ne bi imale.

Članak 19.

Prestanak

1. Ovaj Sporazum može prestati međusobnim pisanim pristankom svih država ugovornica.

2. Prestanak ne proizvodi učinak prije nego se ispune sve međusobne obveze država ugovornica prema ovom Sporazumu.

Članak 20.

Rezerve

1. Svaka država ugovornica može, nakon potpisivanja ovog Sporazuma, ili prilikom polaganja svoje isprave o ratifikaciji, prihvatu ili odobrenju, izjaviti slijedeće rezerve:

- (a) da se ovaj Sporazum ne primjenjuje na jedan ili više specificiranih dijelova njenog primjenjivog zračnog prostora osim na kontrolirani rutni (en-route) zračni prostor; i/ili

- (b) da se ovaj Sporazum ne primjenjuje na jednu ili više usluga (ili dijelove tih usluga), koje se pružaju u njenom primjenjivom zračnom prostoru koji je naveden u Dodatku 2. osim:
- (i) rutnih (en-route) operativnih usluga u zračnom prometu,
 - (ii) usluga komunikacije, navigacije i nadzora potrebnih za pružanje rutnih (en-route) operativnih usluga u zračnom prometu,
 - (iii) na sučelja između rutnih (en-route) operativnih usluga u zračnom prometu i usluga zrakoplovnog informiranja,
 - (iv) na sučelja između rutnih (en-route) operativnih usluga u zračnom prometu i meteoroloških usluga i
 - (v) na sučelja između rutnih (en-route) operativnih usluga u zračnom prometu i usluga potrage i spašavanja.
2. Svaka država ugovornica može povući svoju rezervu u cijelosti ili djelomično u bilo kojem trenutku nakon stupanja na snagu ovog Sporazuma za tu državu ugovornicu.
 3. Rezerva ili njezino povlačenje proizvodi učinak nakon što ih primi Depozitar.

Članak 21.

Obustava

1. U cilju zaštite prijeko potrebnih interesa javnog reda, javne sigurnosti i obrane ili u drugim slučajevima predviđenim ovim Sporazumom, svaka država ugovornica ima pravo obustaviti primjenu ovog Sporazuma ili njegovih dijelova. Ona će o toj obustavi odmah obavijestiti Depozitara.
2. Država ugovornica koja primjenjuje obustavu dužna je tu obustavu okončati čim prestanu postojati razlozi te obustave i obavijestiti Depozitara o okončanju obustave.

Članak 22.

Rješavanje sporova

1. Svaki spor između dvije ili više država ugovornica oko tumačenja, primjene ili provedbe ovog Sporazuma, uključujući njegovo postojanje, valjanost ili prestanak, riješit će se pregovorima između stranaka u sporu. Ako se spor ne može riješiti pregovorima između stranaka u sporu unutar šest mjeseci od datuma pisanog zahtjeva za održavanjem pregovora bilo koje od stranaka, bilo koja stranka spora može spor podnijeti na konačnu i obvezujuću arbitražu sukladno Fakultativnim pravilima Stalnog arbitražnog suda za arbitražno rješavanje sporova između dviju država.
2. Bit će tri arbitražna suca. Ukoliko su stranke spora više od dvije države ugovornice, te stranke će se dogovoriti o imenovanju tri arbitražna suca; stranke spora će jednako podijeliti troškove arbitražnog suda. Ukoliko se unutar 60 dana od primitka obavijesti

o arbitraži stranke nisu dogovorile o tri arbitražna suca, bilo koja stranka može zahtijevati od glavnog tajnika Stalnog arbitražnog suda da imenuje arbitražne suce.

3. U arbitražnom postupku koristit će se engleski jezik. Mjesto arbitraže bit će u Haagu. Međunarodni ured Stalnog arbitražnog suda imat će ulogu Tajništva i pružat će takve administrativne usluge kako odredi Stalni arbitražni sud.

Članak 23.

Stupanje na snagu

1. Ovaj Sporazum podliježe ratifikaciji, odobrenju ili prihvatu od strane država ugovornica. Isprave o ratifikaciji, odobrenju ili prihvatu polažu se kod Republike Slovenije, koja je ovdje i ovime određena Depozitarom.

2. Depozitar će svaku državu ugovornicu posebno obavijestiti o:

- (a) svakom polaganju isprave o ratifikaciji, odobrenju ili prihvatu;
- (b) datumu stupanja ovog Sporazuma na snagu;
- (c) svakom eventualnom povlačenju iz ovog Sporazuma ili obustavi ovog Sporazuma ili nekog njegovog dijela uključujući njihov datum ili datum njihovog stupanja na snagu;
- (d) svakoj rezervi, uključujući njezin datum i datum njezina povlačenja;
- (e) prestanku ovog Sporazuma.

3. Ovaj Sporazum stupa na snagu šezdesetog dana nakon polaganja isprave o ratifikaciji, odobrenju ili prihvatu od strane barem dviju susjednih država ugovornica.

4. Za svaku drugu državu ugovornicu, ovaj Sporazum stupa na snagu šezdesetog dana od dana polaganja njezine isprave o ratifikaciji, odobrenju ili prihvatu.

Članak 24.

Privremena primjena

1. Države ugovornice ovime dogovaraju, ovisno o obvezujućim odredbama njihovih nacionalnih zakona, da će se, izuzevši odredbe članka 5., 12., 14., 16. do 19., 21. i 22., ovaj Sporazum privremeno primjenjivati na sve potpisnice od datuma njegovog potpisivanja do datuma odluke.

2. Odluke usvojene prije datuma odluke postat će obvezujuće za svaku pojedinu potpisnicu nakon stupanja na snagu ovog Sporazuma za dotičnu potpisnicu.

3. Mjere usvojene prije datuma odluke postat će obvezujuće za svaku pojedinu potpisnicu nakon stupanja na snagu ovog Sporazuma za dotičnu potpisnicu pod uvjetom da je ista glasovala za tu mjeru.

4. Potpisnice koje nisu ratificirale Sporazum najkasnije do datuma odluke imat će pravo sudjelovanja na sjednicama Vijeća FAB CE i drugih tijela u ulozi promatrača bez prava glasa.

5. Za svaku pojedinu potpisnicu sa statusom promatrača, odluke koje Vijeće FAB CE usvoji nakon datuma odluke postat će obvezujuće za dotičnu potpisnicu nakon stupanja ovog Sporazuma na snagu za tu potpisnicu, osim ako se ta potpisnica nije drugačije izjasnila prije ili u trenutku polaganja svoje isprave o ratifikaciji ovog Sporazuma.

Članak 25.

Dodaci Sporazumu

Odredbe sadržane u Dodacima ovom Sporazumu čine njegov sastavni dio.

Članak 26.

Registracija pri ICAO-u

Depozitar će ovaj Sporazum i svaku eventualnu izmjenu i dopunu istog registrirati pri ICAO-u.

U POTVRDU TOGA, dolje potpisani, propisno ovlašteni, potpisali su ovaj Sporazum.

Popis Dodataka:

Dodatak 1.: Prikaz primjenjivog zračnog prostora

Dodatak 2.: Usluge u zračnoj plovidbi

Sastavljeno u Brdu kod Kranja dana 5. svibnja 2011. godine na engleskom jeziku.

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Za Republiku Hrvatsku

Danijel Mileta, v.r.

Državni tajnik za promet u Ministarstvu mora,
prometa i infrastrukture

Za Češku Republiku

Ivo Vykydal, v.r.

Zamjenik ministra prometa

Za Republiku Mađarsku

Tamás Iván Kovács, v.r.

Zamjenik državnog tajnika za Europsku uniju i
međunarodne odnose u Ministarstvu nacionalnog razvoja

Za Slovačku Republiku

Ján Figel', v.r.

Zamjenik premijera i ministar prometa,
graditeljstva i regionalnog razvoja

Za Republiku Sloveniju

Patrik Vlačič, v.r.

Ministar prometa

DODATAK 1.*Prikaz primjenjivog zračnog prostora*

Ovaj će se Sporazum, ako u njemu nije drugačije propisano, primjenjivati na zračni prostor u nadležnosti država ugovornica, koji se definira kao zračni prostor kako slijedi:

Država ugovornica	Lateralne granice	Vertikalne granice
Republika Austrija	FIR Beč	OD POVRŠINE ZEMLJE ILI MORA - NEOGRANIČENO
Bosna i Hercegovina	FIR Sarajevo	FL 165 - NEOGRANIČENO
Republika Hrvatska	FIR Zagreb	FL 205 - NEOGRANIČENO
Češka Republika	FIR Prag	OD POVRŠINE ZEMLJE ILI MORA - NEOGRANIČENO
Republika Mađarska	FIR Budimpešta	OD POVRŠINE ZEMLJE ILI MORA - NEOGRANIČENO
Slovačka Republika	FIR Bratislava	FL 195 - NEOGRANIČENO
Republika Slovenija	FIR Ljubljana	FL 175 - NEOGRANIČENO

DODATAK 2.*Usluge u zračnoj plovidbi*

Ako u Sporazumu nije drugačije određeno, ovaj Sporazum će se primjenjivati na pružanje sljedećih usluga u zračnoj plovidbi u primjenjivom zračnom prostoru pojedine države ugovornice kako je navedeno u daljnjem tekstu:

Država ugovornica	Usluge u zračnoj plovidbi
Republika Austrija	ATS, CNS, AIS, SAR, MET
Bosna i Hercegovina	Obvezujuće usluge iz članka 20.
Republika Hrvatska	Obvezujuće usluge iz članka 20.
Češka Republika	ATS, CNS, AIS, SAR, MET
Republika Mađarska	ATS, CNS, AIS, SAR, MET
Slovačka Republika	Obvezujuće usluge iz članka 20.
Republika Slovenija	Obvezujuće usluge iz članka 20.

**AGREEMENT ON THE ESTABLISHMENT OF
FUNCTIONAL AIRSPACE BLOCK
CENTRAL EUROPE**

THE REPUBLIC OF AUSTRIA,

BOSNIA AND HERZEGOVINA,

THE REPUBLIC OF CROATIA,

THE CZECH REPUBLIC,

THE REPUBLIC OF HUNGARY,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF SLOVENIA,

hereinafter called "the Contracting States",

Preamble

HAVING REGARD that the Single European Sky (SES) initiative was launched in order to enhance current air traffic safety standards, to contribute to the sustainable development of the air transport system and to improve the overall performance of air traffic management and air navigation services for general air traffic in Europe, with a view to meeting the requirements of all airspace users;

WHEREAS the SES objectives are to be inter alia implemented through functional airspace blocks based on operational requirements and established regardless of State boundaries, with the air navigation services being performance-driven and optimised with a view to introducing enhanced cooperation among air navigation service providers;

ACKNOWLEDGING that the Central Europe airspace is of significant importance in the European air traffic management and any improvements achieved in its design, management or in the provision of air navigation services will contribute to a better flow of traffic not only in Central Europe;

DESIRING not to limit implementation of the SES to EU Member States only and to support its application to countries which are not members of the European Union;

RECOGNIZING that the conclusion of an Agreement regarding the establishment and implementation of a Functional Airspace Block shall not prejudice the principle that every State has complete and exclusive sovereignty over the airspace above its territory or the capacity of every State to exercise its prerogatives with regard to security and defence in its national airspace;

RECOGNISING that the national supervisory authority (NSA) of each Contracting State shall establish appropriate arrangements for a close cooperation with each other to ensure an adequate supervision of air navigation service providers that hold a valid certificate and that provide air navigation services in the airspace that falls under the responsibility of Contracting States;

RECOGNISING each Contracting State's discretion in delineating the scope of airspace and in determining air navigation services to be covered under this Agreement;

EXPRESSING their will to cooperate in the implementation of the SES so that its objectives can be achieved and airspace users may benefit from its implementation;

RESPECTING the conditions stemming from regional agreements concluded with the International Civil Aviation Organization (ICAO) and respecting regional agreements in existence on the date of entry into force of the Service Provision Regulation;

AIMING at the creation of the legal and institutional basis for a Functional Airspace Block Central Europe (FAB CE) to be established between the Contracting States;

RESPECTING that the FAB CE establishment is without prejudice to the flight information regions (FIRs) as recognized by the ICAO and that the Contracting States will retain the responsibilities towards the ICAO within the geographical limits of the FIRs entrusted to them by ICAO.

hereby agree as follows:

Article 1

Definitions

1. For the purposes of this Agreement, unless stated otherwise, the term:
 - (a) "FAB CE airspace" means the airspace encompassing the applicable airspace of each Contracting State;
 - (b) "FAB CE service" means any air navigation service as determined by Contracting States in Annex 2 to this Agreement to be provided with regard to their applicable airspace and not subject to any reservation in line with Article 20(1)(b);
 - (c) "applicable airspace" means, with respect to each Contracting State, the airspace under the Contracting State's responsibility and determined by such Contracting State in Annex 1 to this Agreement and not subject to any reservation in line with Article 20(1)(a);
 - (d) "certifying NSA" means, with respect to a particular air navigation service provider (ANSP), the national supervisory authority (NSA) nominated or established by any Contracting State that has certified that ANSP;
 - (e) "territorial NSA" means, with respect to a particular portion of airspace, the NSA nominated or established by the Contracting State having responsibility over that portion of airspace;
 - (f) "decisive date" means 30 June 2012 or the date of the entry into force of this Agreement, whichever is later.

2. Unless stated otherwise or the context otherwise requires, other terms and expressions used in this Agreement shall be construed in accordance with their use and interpretation in the relevant legislation adopted on the basis of the Treaty on the Functioning of the European Union and on the basis of the Convention on International Civil Aviation.

Article 2*Objective*

The objective of this Agreement is to establish a functional airspace block, set forth rules and procedures for its implementation, operation and further development in order to achieve compliance with the SES and set up relevant governance and management structures.

Article 3*Sovereignty*

1. This Agreement shall be without prejudice to the complete and exclusive sovereignty of the Contracting States over the airspace above their territory.

2. Nothing in this Agreement shall prejudice or affect the rights and obligations of the Contracting States either under the Convention on International Civil Aviation or under other international agreements to which either of them is a party.

Article 4*Security and Defence*

The provisions of this Agreement shall be without prejudice to the Contracting States' national requirements relating to public order, public security and defence interests and each Contracting State shall be entitled to apply any measure to the extent it is needed to safeguard essential security and defence policy interests. Furthermore, each Contracting State shall be entitled to safeguard military operations and trainings or other types of the operational air traffic in accordance with its national rules and regulations whenever the implementation of this Agreement will be detrimental to their safe and efficient performance.

Article 5*Establishment of a Functional Airspace Block*

The Contracting States hereby establish the functional airspace block Central Europe (FAB CE). This Agreement shall apply to the FAB CE airspace to the extent of FAB CE services.

Article 6*FAB CE bodies*

1. The Contracting States agree on the establishment of the following FAB CE bodies:
 - (a) FAB CE Council;
 - (b) Joint Civil Military Airspace Coordination Committee (JCMACC);
 - (c) National Supervisory Authorities Coordination Committee (NSA CC);

(d) Other bodies established by FAB CE Council to be necessary for implementation, operation and further development of the FAB CE.

2. The above mentioned bodies have no legal personality.

Article 7

FAB CE Council

1. The FAB CE Council is established as a joint decision-making body for the purposes of the implementation, operation and further development of this Agreement.

2. The FAB CE Council shall be composed of representatives of the Contracting States. Each Contracting State may appoint several delegates in order to allow the interests of both civil and military aviation to be represented. Each Contracting State shall have one vote.

3. Each air traffic service provider designated for any portion of the FAB CE airspace shall have the right to nominate a representative to participate at the meetings of the FAB CE Council as observer.

4. The FAB CE Council shall, within the scope of this Agreement, take the actions necessary to ensure the implementation, operation and further development of the FAB CE in order to ensure its compliance with the requirements and the achievement of the goals set out in the SES legislation, including compliance with the performance scheme and targets set forth thereunder.

5. The FAB CE Council shall consider, discuss and adopt decisions on the following matters:

- (a) the formulation and endorsement of the FAB CE principles, objectives and policy at the strategic level for inner and outer matters of the FAB CE, including but not limited to:
 - (i) airspace design;
 - (ii) airspace management (ASM);
 - (iii) air navigation services (ANS);
 - (iv) air traffic flow management (ATFM);
 - (v) supervision and safety oversight concerning ANS, ATFM, ASM and training and licensing of staff;
- (b) proposals for amendments to or termination of this Agreement;
- (c) its own rules of procedure;
- (d) the establishment of other bodies referred to in Article 6(1)(d);
- (e) terms of reference of the bodies established pursuant to Article 6(1)(b)-(d) and their amendments;
- (f) any other matter of a similar nature with the aim to meet the objective of this Agreement.

6. The FAB CE Council shall also consider, discuss and adopt measures on the following matters:

- (a) the endorsement of overall plans and measures related to the implementation, further development and operation of FAB CE;
- (b) the contingency issues;
- (c) harmonisation of the charging scheme;
- (d) establishment of charging zone(s), extending across national borders;
- (e) harmonisation of rules on ANS, ATFM, ASM, training and licensing of related staff and rules of the air, including the harmonization of the notified differences with the ICAO standards;
- (f) the performance plans;
- (g) fostering and facilitating cooperation of ANSPs aiming at the improvement of their performance in the FAB CE;
- (h) any other matter of a similar nature, with the aim to meet the objective of this Agreement.

7. The measure as referred in paragraph 6 above shall be in line with already adopted decisions of FAB CE Council, unless otherwise provided herein.

8. The FAB CE Council shall meet when convened by its chairperson or at the request of any two Contracting States.

9. The FAB CE Council shall adopt decisions and measures by consensus. If consensus cannot be reached, the FAB CE Council shall adopt decisions and measures by voting in accordance with the following rules:

- (a) decisions shall require unanimity of the Contracting States and shall be amended or repealed by another decision only;
- (b) measures shall require the simple majority of the Contracting States and shall be amended or repealed by other measures only.

Such amending or repealing measure shall require the simple majority of the Contracting States. The Contracting State(s) having adopted the amending/repealing measure and the original measure shall be bound by the original measure in relation to the Contracting State(s) which have adopted the original measure only:

- (i) for the time period of application of the original measure; or
- (ii) for one year (transitional period) following adoption of the amending/repealing measure if no time period for application has been stipulated in the original measure.

The Contracting State(s) which were bound by the original measure, but did not vote for the amending or repealing measure shall continue to be bound by the original measure, unless, in case (ii), any of them indicates otherwise for the time after the transitional period.

- (c) any Contracting State not represented at the meeting shall have the right to cast its vote in writing; if no response is received within 21 days after receiving the written proposal of the decision or the measure, such Contracting State's vote shall be deemed affirmative.

10. Unless otherwise provided hereunder or in the respective decision, decisions shall be binding on all Contracting States. Unless otherwise provided in the respective measure, measures shall be binding on all Contracting States having voted in favour of the measure. A Contracting State not having voted in favour of the measure shall not be bound by the measure unless it notifies the FAB CE Council at any point in time that it considers itself be bound by the measure from a particular date and in respect of all or particular portions of its applicable airspace and all or particular ANS provided in its applicable airspace.

11. The adoption of the measure shall not prevent two or more Contracting States, which have not voted in favour of the measure, to conclude and implement appropriate flexibility arrangement in line with Article 10 of this Agreement.

12. Any resolution adopted on matters listed under paragraph 6 shall be deemed a measure regardless of its denomination and regardless of whether it was actually adopted by consensus, unanimity or majority.

13. Each Contracting State shall implement any decision and measure binding on it in due time in its national legislation or otherwise ensure their effective implementation.

14. If a proposed decision or measure does not affect the applicable airspace of a Contracting State or the ANS a Contracting State has included in Annex 2, such Contracting State shall have no voting right and shall not be deemed a Contracting State under paragraph 9 and 10, provided that:

- (a) Such decision/measure does not include interfaces to applicable airspace of such Contracting State;
- (b) Such decision/measure is in line with the decisions/measures adopted by such Contracting State.

Such decision/measure shall not be binding for such Contracting State and shall not anyhow limit or restrict the right of such Contracting State to adopt a decision/measure on the issues and scope as listed in paragraph 5 and 6 above.

In case of a reservation under Article 20, the same shall apply *mutatis mutandis* for a period after two years from the decisive date.

Article 8

Joint Civil-Military Airspace Coordination Committee (JC-MACC)

The Joint Civil-Military Airspace Coordination Committee shall be composed of the representatives of civil and military aviation of the Contracting States aiming at, inter alia, strategic coordination of national ASM and airspace design policies, ATFCM processes and Civil-Military cooperation of all FAB CE States. The JC-MACC reports to the FAB CE Council.

Article 9

National Supervisory Authorities Coordination Committee (NSA CC)

The National Supervisory Authorities Coordination Committee shall be composed of the representatives of national supervisory authorities (NSAs) exercising supervision tasks in the FAB CE airspace with the aim to exercise the tasks set out in Article 14. The NSA CC

reports to the FAB CE Council. Such reporting is without prejudice to the exercise of powers of the individual NSAs impartially, independently and transparently.

Article 10

Flexibility Arrangements

1. Two or more Contracting States wishing to develop or implement further arrangements to increase the level of harmonization, performance or cooperation between themselves or the service providers providing FAB CE services in their applicable airspace may enter into flexibility arrangements in accordance herewith.

2. Such arrangements shall not affect the rights and obligations of those Contracting States not participating in such arrangements and shall not contradict the decisions already adopted by the FAB CE Council and the level of harmonization already established between the Contracting States participating in the individual arrangement and the other Contracting States.

Article 11

Air Navigation Services

1. Each Contracting State shall ensure that the FAB CE services are provided in its applicable airspace.

2. Unless otherwise expressly provided therein, nothing in this Agreement or the measures adopted hereunder shall be deemed to limit the capacity of ANSPs providing FAB CE services to cooperate.

Article 12

Joint Designation

1. Each Contracting State shall be entitled to designate, and repeal or amend such designation of, one or more air traffic service provider(s) to provide air traffic services in its applicable airspace, wholly or partially. Such designation, repeal or amendment shall be notified to the Depositary in writing.

2. The Contracting States concerned shall implement the FAB CE Council measures establishing cross border sectors by either:

(a) agreeing, on a bilateral or multilateral basis, on the allocation in accordance with paragraph 1 of this Article of an air traffic service provider for the respective cross border sector(s); or

(b) ensuring that appropriate agreements are entered into between the air traffic service providers concerned for the provision of air traffic services in the respective cross border sector(s), and approved by the Contracting States concerned.

3. Any air traffic service provider designated under paragraph 1 shall be deemed jointly designated by all Contracting States as from the date of notification of the designation to the Depositary until any amendment or repealing as defined in paragraph 1.

4. The Contracting States whose airspace is concerned by agreements between air traffic services providers, either designated or not designated under this Agreement, on the

provision of ATS shall remain solely responsible for approval of such agreements. Any two or more neighbouring Contracting States shall be free to enter into appropriate arrangements or agreements with respect to granting such approval.

5. Each Contracting State intending to delegate the responsibility for establishing and/or providing air traffic services in the FAB CE airspace to other than the Contracting States shall ensure that it continues to comply with all provisions of this Agreement.

Article 13

Airspace

1. The FAB CE airspace is subject to governance by the Contracting States as determined hereunder.

2. This Agreement does not affect the right of each Contracting State to apply the flexible use of airspace concept when reserving, restricting or otherwise organizing defined volumes of airspace not extending across its applicable airspace, for exclusive or specific use of military users and/or aircrafts operated as operational air traffic. Nevertheless, these airspace restrictions and reservations, having significant impact on civil traffic flows, shall be coordinated through JC MACC in line with the coordination process to be defined by the JC-MACC.

Article 14

Supervision

1. The certifying NSA shall carry out all supervision and safety oversight in respect of the provision by the ANSP concerned of any FAB CE service in such portion of the FAB CE airspace, which does not fall under responsibility of the Contracting State which nominated the certifying NSA.

2. The territorial NSA shall have the right to request audits and direct participation in all supervision tasks carried out by the certifying NSA to the extent the tasks are exercised in relation to the provision of the FAB CE services in the FAB CE airspace under the territorial NSA's responsibility. The certifying NSA shall take due account of the proposals or comments made by the territorial NSA. The ANSP subject to supervision by the certifying NSA shall enable the territorial NSA to exercise its rights hereunder.

3. The territorial NSA shall inform the certifying NSA of all rules and procedures applicable for the provision of FAB CE services in the airspace falling under its responsibility.

4. The Contracting States mutually recognise any finding, conclusion or decision made by the certifying NSA with regard to provision of FAB CE service by the ANSP concerned in the portion of the FAB CE airspace which does not fall under responsibility of the Contracting State which nominated the certifying NSA. In case the certifying NSA makes a finding, conclusion or decision without taking due account of the relevant rules and procedures disclosed to it by the territorial NSA under paragraph 3, the Contracting State which nominated the territorial NSA shall have the right not to recognise such finding, conclusion or decision and, if so deemed necessary, suspend application of this Article and resume supervision and safety oversight responsibility accordingly.

5. The Contracting States shall ensure that a written NSA Co-operation Agreement is concluded providing for the detailed conditions of the exercise of the rights and obligations of their NSAs under this Article and for the exchange and dissemination of safety-related information.

6. Paragraph 1 to 5 shall apply *mutatis mutandis* to the safety oversight on ATFM and ASM. The NSA responsible for safety oversight shall be the NSA of the Contracting State in whose territory the organisation providing ATFM or ASM at the tactical level has its principal place of business.

7. Each licensing NSA responsible for any portion of cross border sector shall have the right to issue a unit endorsement for the whole cross border sector, once the relevant requirements and procedures are agreed and fulfilled by all licensing NSAs concerned. The concerned Contracting States mutually recognise such unit endorsements.

8. This Article shall not apply to supervision and safety oversight in respect of the provision of any FAB CE service by any ANSP other than those certified by an NSA of a Contracting State.

Article 15

Financial arrangements

Each Contracting State shall bear its own expenses regarding implementation, operation and further development of the FAB CE.

Article 16

Accession of a State to the FAB CE Agreement

1. This Agreement is open for accession by any EU Member State or any contracting party to the European Common Aviation Area Agreement, provided that their airspace is adjacent to the FAB CE airspace.

2. Any accession shall be subject to mutual written consent of all Contracting States.

Article 17

Amendments

This Agreement may be amended by mutual written consent of all Contracting States.

Article 18

Withdrawal of a Contracting State from the FAB CE Agreement

1. Each Contracting State may withdraw from this Agreement by written notification to the Depositary.

2. The withdrawal shall take effect one year following the date on which the notification has been received by the Depositary. During such period, the other Contracting States shall take the necessary measures to reconfigure the FAB CE airspace and the

provision of FAB CE services. The withdrawing Contracting State shall bear the costs of the withdrawal incurred by the other Contracting States in course of the transition period and in connection with the reconfiguration of the FAB CE airspace and the provision of the FAB CE services, which the other Contracting States would not have otherwise incurred.

Article 19

Termination

1. This Agreement may be terminated by mutual written consent of all Contracting States.
2. The termination shall not become effective earlier than all mutual obligations of the Contracting States under this Agreement have been settled.

Article 20

Reservation

1. Each Contracting State may, upon the signature of this Agreement or together with the deposit of its instrument of ratification, acceptance or approval, submit the following reservations:

- (a) this Agreement shall not apply to one or more specified portion(s) of its applicable airspace other than en-route controlled airspace; and/or
- (b) this Agreement shall not apply to one or more services (or parts thereof) provided with regard to is applicable airspace and listed in Annex 2 other than:
 - (i) en-route air traffic services,
 - (ii) communication, navigation and surveillance services needed for en-route air traffic services,
 - (iii) interfaces between en-route air traffic services and aeronautical information services,
 - (iv) interfaces between en-route air traffic services and meteorological services and
 - (v) interfaces between en-route air traffic services and search and rescue services,

2. Each Contracting State may withdraw its reservation wholly or in part at any time after the Agreement enters into force in respect of such Contracting State.

3. The reservation or a withdrawal thereof is effective upon receipt by the Depositary.

Article 21

Suspension

1. In order to safeguard essential public order, public security and defence interests or if otherwise provided in this Agreement, each Contracting State has the right to suspend the application of the Agreement or parts thereof. It shall immediately notify the Depositary of the suspension.

2. The suspending Contracting State shall terminate the suspension immediately once the reasons for suspension have ceased to exist and notify the Depositary of the termination of suspension.

Article 22

Dispute Resolution

1. Any dispute between two or more Contracting States as to the interpretation, application or performance of this Agreement, including its existence, validity or termination, shall be settled through negotiations between the parties to the dispute. If a dispute cannot be settled through negotiations between the parties to the dispute within six months from the date of any party's written request to hold such negotiations, any party to the dispute may submit the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes between Two States.

2. The number of arbitrators shall be three. If more than two Contracting States are parties to the dispute, those parties shall agree on the appointment of the three arbitrators; the parties to the dispute share the costs of the arbitral tribunal equally. If within sixty days after the receipt of the notice of arbitration the parties have not agreed on the three arbitrators, any party may request the Secretary-General of the Permanent Court of Arbitration to appoint the arbitrators.

3. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be The Hague. The International Bureau of the Permanent Court of Arbitration shall serve as Registrar, and shall provide such administrative services as the Permanent Court of Arbitration shall direct.

Article 23

Entry into force

1. This Agreement is subject to ratification, approval or acceptance by the Contracting States. Instruments of ratification, approval or acceptance shall be deposited with the Republic of Slovenia, which is hereby designated as Depositary.

2. The Depositary shall notify each Contracting State in particular of:

- (a) each deposit of an instrument of ratification, approval or acceptance;
- (b) the date of entry into force of this Agreement;

- (c) any withdrawal from or suspension of this Agreement or part thereof together with the date thereof and the date on which it takes effect;
- (d) any reservation together with the date thereof and the date of its withdrawal;
- (e) the termination of this Agreement.

3. This Agreement shall enter into force on the sixtieth day following the day of the deposit of the instrument of ratification, approval or acceptance of at least two neighbouring Contracting States.

4. With respect to any other Contracting State, this Agreement shall enter into force on the sixtieth day following the day of the deposit of its instrument of ratification, approval or acceptance.

Article 24

Provisional application

1. The Contracting States hereby agree, subject to the mandatory provisions of their national laws, that save for the provisions of Articles 5, 12, 14, 16 - 19, 21 and 22, the Agreement shall be provisionally applied among all signatories from the date of its signature until the decisive date.

2. Decisions adopted prior to the decisive date shall become binding upon each individual signatory upon entry into force of the Agreement for such signatory.

3. Measures adopted prior to the decisive date shall become binding upon each individual signatory upon entry into force of the Agreement for such signatory, provided that the signatory voted in favour of the measure.

4. Signatories not having ratified the Agreement on the decisive date at the latest shall have the right to participate at the meetings of the FAB CE Council and other bodies as observers without voting rights.

5. With regard to any individual signatory with the observer status, decisions adopted by the FAB CE Council after the decisive date shall become binding on it upon entry into force of the Agreement for such signatory unless otherwise notified by such signatory prior to, or together with, the deposit of its ratification instruments with respect to the Agreement.

Article 25

Annexes to the Agreement

The provisions contained in the Annexes to this Agreement shall form an integral part thereof.

Article 26

ICAO Registration

This Agreement and any amendments thereto shall be registered by the Depositary with the ICAO.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

List of Annexes:

Annex 1: Airspace Delineation

Annex 2: Air Navigation Services

Done at Brdo pri Kranju this 5th day of May 2011 in the English language.

For the Republic of Austria

Doris Bures

Federal Minister for Transport, Innovation and Technology

For Bosnia and Herzegovina

Rudo Vidović

Minister of Communications and Transport

For the Republic of Croatia

Danijel Mileta

State Secretary for transport at the Ministry
of the sea, transport and infrastructure

For the Czech Republic

Ivo Vykydal

Deputy Minister of Transport

For the Republic of Hungary

Tamás Iván Kovács

Deputy State Secretary for European
Union and International Relations

For the Slovak Republic

Ján Figel'

Deputy Prime Minister and Minister of
Transport, Posts and Telecommunications

For the Republic of Slovenia

Patrik Vlačič

Minister of Transport

ANNEX 1*Airspace Delineation*

This Agreement shall, unless otherwise provided in the Agreement, apply in the airspace under the Contracting States' responsibility, which shall be defined as the airspace determined as follows:

Contracting State	Lateral limits	Vertical Limits
The Republic of Austria	FIR Vienna	GND – UNLIMITED
Bosnia and Herzegovina	FIR Sarajevo	FL165 - UNLIMITED
The Republic of Croatia	FIR Zagreb	FL205 - UNLIMITED
The Czech Republic	FIR Prague	GND – UNLIMITED
The Republic of Hungary	FIR Budapest	GND – UNLIMITED
The Slovak Republic	FIR Bratislava	FL195 – UNLIMITED
The Republic of Slovenia	FIR Ljubljana	FL175 – UNLIMITED

ANNEX 2*Air Navigation Services*

Unless otherwise provided in the Agreement, the Agreement shall apply to the provision of the following air navigation services in the applicable airspace of the respective Contracting State as listed hereunder.

Contracting State	Air Navigation Services
The Republic of Austria	ATS, CNS, AIS, SAR, MET
Bosnia and Herzegovina	Mandatory services from article 20
The Republic of Croatia	Mandatory services from article 20
The Czech Republic	ATS, CNS, AIS, SAR, MET
The Republic of Hungary	ATS, CNS, AIS, SAR, MET
The Slovak Republic	Mandatory services from article 20
The Republic of Slovenia	Mandatory services from article 20

Članak 3.

Provedba ovoga Zakona u djelokrugu je središnjeg tijela državne uprave nadležnog za poslove civilnoga zračnog prometa.

Članak 4.

Na dan stupanja na snagu ovoga Zakona Sporazum iz članka 1. ovoga Zakona nije na snazi, već se u skladu s odredbom članka 24. Sporazuma privremeno primjenjuje od datuma potpisivanja, te će se podaci o njegovom stupanju na snagu objaviti naknadno, u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 5.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u Narodnim novinama.

OBRAZLOŽENJE

Člankom 1. Konačnog prijedloga zakona utvrđuje se da Hrvatski sabor potvrđuje Sporazum o uspostavi Funkcionalnog bloka zračnog prostora Središnje Europe, sukladno odredbama članka 140. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 - pročišćeni tekst) i članka 18. Zakona o sklapanju i izvršavanju međunarodnih ugovora (Narodne novine, broj 28/96), čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana njegovim odredbama, na temelju čega će ovaj pristanak biti iskazan i na međunarodnoj razini.

U članku 2. Konačnog prijedloga zakona sadržan je tekst Sporazuma, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

U članku 3. Konačnog prijedloga zakona utvrđuje se da je provedba Zakona u djelokrugu središnjeg tijela državne uprave nadležnog za poslove civilnoga zračnog prometa.

U članku 4. Konačnog prijedloga zakona utvrđuje se da na dan stupanja na snagu Zakona, Sporazum o uspostavi Funkcionalnog bloka zračnog prostora Središnje Europe nije na snazi za Republiku Hrvatsku već se sukladno odredbi članka 24. Sporazuma privremeno primjenjuje od datuma potpisivanja, te će se podaci o njegovom stupanju na snagu objaviti naknadno u skladu sa člankom 30. stavkom 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

U članku 5. Konačnog prijedloga zakona uređuje se stupanje na snagu Zakona.

**PRILOG – PRESLIKA TEKSTA SPORAZUMA U IZVORNIKU NA
ENGLISKOM JEZIKU**

**AGREEMENT ON THE ESTABLISHMENT OF
FUNCTIONAL AIRSPACE BLOCK
CENTRAL EUROPE**

THE REPUBLIC OF AUSTRIA,

BOSNIA AND HERZEGOVINA,

THE REPUBLIC OF CROATIA,

THE CZECH REPUBLIC,

THE REPUBLIC OF HUNGARY,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF SLOVENIA,

hereinafter called "the Contracting States",

Preamble

HAVING REGARD that the Single European Sky (SES) initiative was launched in order to enhance current air traffic safety standards, to contribute to the sustainable development of the air transport system and to improve the overall performance of air traffic management and air navigation services for general air traffic in Europe, with a view to meeting the requirements of all airspace users;

WHEREAS the SES objectives are to be inter alia implemented through functional airspace blocks based on operational requirements and established regardless of State boundaries, with the air navigation services being performance-driven and optimised with a view to introducing enhanced cooperation among air navigation service providers;

ACKNOWLEDGING that the Central Europe airspace is of significant importance in the European air traffic management and any improvements achieved in its design, management or in the provision of air navigation services will contribute to a better flow of traffic not only in Central Europe;

DESIRING not to limit implementation of the SES to EU Member States only and to support its application to countries which are not members of the European Union;

RECOGNIZING that the conclusion of an Agreement regarding the establishment and implementation of a Functional Airspace Block shall not prejudice the principle that every State has complete and exclusive sovereignty over the airspace above its territory or the capacity of every State to exercise its prerogatives with regard to security and defence in its national airspace;

RECOGNISING that the national supervisory authority (NSA) of each Contracting State shall establish appropriate arrangements for a close cooperation with each other to ensure an adequate supervision of air navigation service providers that hold a valid certificate and that provide air navigation services in the airspace that falls under the responsibility of Contracting States;

RECOGNISING each Contracting State's discretion in delineating the scope of airspace and in determining air navigation services to be covered under this Agreement;

EXPRESSING their will to cooperate in the implementation of the SES so that its objectives can be achieved and airspace users may benefit from its implementation;

RESPECTING the conditions stemming from regional agreements concluded with the International Civil Aviation Organization (ICAO) and respecting regional agreements in existence on the date of entry into force of the Service Provision Regulation;

AIMING at the creation of the legal and institutional basis for a Functional Airspace Block Central Europe (FAB CE) to be established between the Contracting States;

RESPECTING that the FAB CE establishment is without prejudice to the flight information regions (FIRs) as recognized by the ICAO and that the Contracting States will retain the responsibilities towards the ICAO within the geographical limits of the FIRs entrusted to them by ICAO.

hereby agree as follows:

Article 1

Definitions

1. For the purposes of this Agreement, unless stated otherwise, the term:
 - (a) "FAB CE airspace" means the airspace encompassing the applicable airspace of each Contracting State;
 - (b) "FAB CE service" means any air navigation service as determined by Contracting States in Annex 2 to this Agreement to be provided with regard to their applicable airspace and not subject to any reservation in line with Article 20(1)(b);
 - (c) "applicable airspace" means, with respect to each Contracting State, the airspace under the Contracting State's responsibility and determined by such Contracting State in Annex 1 to this Agreement and not subject to any reservation in line with Article 20(1)(a);
 - (d) "certifying NSA" means, with respect to a particular air navigation service provider (ANSP), the national supervisory authority (NSA) nominated or established by any Contracting State that has certified that ANSP;
 - (e) "territorial NSA" means, with respect to a particular portion of airspace, the NSA nominated or established by the Contracting State having responsibility over that portion of airspace;
 - (f) "decisive date" means 30 June 2012 or the date of the entry into force of this Agreement, whichever is later.

2. Unless stated otherwise or the context otherwise requires, other terms and expressions used in this Agreement shall be construed in accordance with their use and interpretation in the relevant legislation adopted on the basis of the Treaty on the Functioning of the European Union and on the basis of the Convention on International Civil Aviation.

Article 2

Objective

The objective of this Agreement is to establish a functional airspace block, set forth rules and procedures for its implementation, operation and further development in order to achieve compliance with the SES and set up relevant governance and management structures.

Article 3

Sovereignty

1. This Agreement shall be without prejudice to the complete and exclusive sovereignty of the Contracting States over the airspace above their territory.
2. Nothing in this Agreement shall prejudice or affect the rights and obligations of the Contracting States either under the Convention on International Civil Aviation or under other international agreements to which either of them is a party.

Article 4

Security and Defence

The provisions of this Agreement shall be without prejudice to the Contracting States' national requirements relating to public order, public security and defence interests and each Contracting State shall be entitled to apply any measure to the extent it is needed to safeguard essential security and defence policy interests. Furthermore, each Contracting State shall be entitled to safeguard military operations and trainings or other types of the operational air traffic in accordance with its national rules and regulations whenever the implementation of this Agreement will be detrimental to their safe and efficient performance.

Article 5

Establishment of a Functional Airspace Block

The Contracting States hereby establish the functional airspace block Central Europe (FAB CE). This Agreement shall apply to the FAB CE airspace to the extent of FAB CE services.

Article 6

FAB CE bodies

1. The Contracting States agree on the establishment of the following FAB CE bodies:
 - (a) FAB CE Council;
 - (b) Joint Civil Military Airspace Coordination Committee (JCMACC);
 - (c) National Supervisory Authorities Coordination Committee (NSA CC);

- (d) Other bodies established by FAB CE Council to be necessary for implementation, operation and further development of the FAB CE.
2. The above mentioned bodies have no legal personality.

Article 7

FAB CE Council

1. The FAB CE Council is established as a joint decision-making body for the purposes of the implementation, operation and further development of this Agreement.
2. The FAB CE Council shall be composed of representatives of the Contracting States. Each Contracting State may appoint several delegates in order to allow the interests of both civil and military aviation to be represented. Each Contracting State shall have one vote.
3. Each air traffic service provider designated for any portion of the FAB CE airspace shall have the right to nominate a representative to participate at the meetings of the FAB CE Council as observer.
4. The FAB CE Council shall, within the scope of this Agreement, take the actions necessary to ensure the implementation, operation and further development of the FAB CE in order to ensure its compliance with the requirements and the achievement of the goals set out in the SES legislation, including compliance with the performance scheme and targets set forth thereunder.
5. The FAB CE Council shall consider, discuss and adopt decisions on the following matters:
 - (a) the formulation and endorsement of the FAB CE principles, objectives and policy at the strategic level for inner and outer matters of the FAB CE, including but not limited to:
 - (i) airspace design;
 - (ii) airspace management (ASM);
 - (iii) air navigation services (ANS);
 - (iv) air traffic flow management (ATFM);
 - (v) supervision and safety oversight concerning ANS, ATFM, ASM and training and licensing of staff;
 - (b) proposals for amendments to or termination of this Agreement;
 - (c) its own rules of procedure;
 - (d) the establishment of other bodies referred to in Article 6(1)(d);
 - (e) terms of reference of the bodies established pursuant to Article 6(1)(b)-(d) and their amendments;
 - (f) any other matter of a similar nature with the aim to meet the objective of this Agreement.
6. The FAB CE Council shall also consider, discuss and adopt measures on the following matters:

- (a) the endorsement of overall plans and measures related to the implementation, further development and operation of FAB CE;
- (b) the contingency issues;
- (c) harmonisation of the charging scheme;
- (d) establishment of charging zone(s), extending across national borders;
- (e) harmonisation of rules on ANS, ATFM, ASM, training and licensing of related staff and rules of the air, including the harmonization of the notified differences with the ICAO standards;
- (f) the performance plans;
- (g) fostering and facilitating cooperation of ANSPs aiming at the improvement of their performance in the FAB CE;
- (h) any other matter of a similar nature, with the aim to meet the objective of this Agreement.

7. The measure as referred in paragraph 6 above shall be in line with already adopted decisions of FAB CE Council, unless otherwise provided herein.

8. The FAB CE Council shall meet when convened by its chairperson or at the request of any two Contracting States.

9. The FAB CE Council shall adopt decisions and measures by consensus. If consensus cannot be reached, the FAB CE Council shall adopt decisions and measures by voting in accordance with the following rules:

- (a) decisions shall require unanimity of the Contracting States and shall be amended or repealed by another decision only;
- (b) measures shall require the simple majority of the Contracting States and shall be amended or repealed by other measures only.

Such amending or repealing measure shall require the simple majority of the Contracting States. The Contracting State(s) having adopted the amending/repealing measure and the original measure shall be bound by the original measure in relation to the Contracting State(s) which have adopted the original measure only:

- (i) for the time period of application of the original measure; or
- (ii) for one year (transitional period) following adoption of the amending/repealing measure if no time period for application has been stipulated in the original measure.

The Contracting State(s) which were bound by the original measure, but did not vote for the amending or repealing measure shall continue to be bound by the original measure, unless, in case (ii), any of them indicates otherwise for the time after the transitional period.

- (c) any Contracting State not represented at the meeting shall have the right to cast its vote in writing; if no response is received within 21 days after receiving the written proposal of the decision or the measure, such Contracting State's vote shall be deemed affirmative.

10. Unless otherwise provided hereunder or in the respective decision, decisions shall be binding on all Contracting States. Unless otherwise provided in the respective measure, measures shall be binding on all Contracting States having voted in favour of the measure. A Contracting State not having voted in favour of the measure shall not be bound by the measure unless it notifies the FAB CE Council at any point in time that it considers itself be bound by the measure from a particular date and in respect of all or particular portions of its applicable airspace and all or particular ANS provided in its applicable airspace.

11. The adoption of the measure shall not prevent two or more Contracting States, which have not voted in favour of the measure, to conclude and implement appropriate flexibility arrangement in line with Article 10 of this Agreement.

12. Any resolution adopted on matters listed under paragraph 6 shall be deemed a measure regardless of its denomination and regardless of whether it was actually adopted by consensus, unanimity or majority.

13. Each Contracting State shall implement any decision and measure binding on it in due time in its national legislation or otherwise ensure their effective implementation.

14. If a proposed decision or measure does not affect the applicable airspace of a Contracting State or the ANS a Contracting State has included in Annex 2, such Contracting State shall have no voting right and shall not be deemed a Contracting State under paragraph 9 and 10, provided that:

- (a) Such decision/measure does not include interfaces to applicable airspace of such Contracting State;
- (b) Such decision/measure is in line with the decisions/measures adopted by such Contracting State.

Such decision/measure shall not be binding for such Contracting State and shall not anyhow limit or restrict the right of such Contracting State to adopt a decision/measure on the issues and scope as listed in paragraph 5 and 6 above.

In case of a reservation under Article 20, the same shall apply *mutatis mutandis* for a period after two years from the decisive date.

Article 8

Joint Civil-Military Airspace Coordination Committee (JC-MACC)

The Joint Civil-Military Airspace Coordination Committee shall be composed of the representatives of civil and military aviation of the Contracting States aiming at, inter alia, strategic coordination of national ASM and airspace design policies, ATFCM processes and Civil-Military cooperation of all FAB CE States. The JC-MACC reports to the FAB CE Council.

Article 9

National Supervisory Authorities Coordination Committee (NSA CC)

The National Supervisory Authorities Coordination Committee shall be composed of the representatives of national supervisory authorities (NSAs) exercising supervision tasks in the FAB CE airspace with the aim to exercise the tasks set out in Article 14. The NSA CC

reports to the FAB CE Council. Such reporting is without prejudice to the exercise of powers of the individual NSAs impartially, independently and transparently.

Article 10

Flexibility Arrangements

1. Two or more Contracting States wishing to develop or implement further arrangements to increase the level of harmonization, performance or cooperation between themselves or the service providers providing FAB CE services in their applicable airspace may enter into flexibility arrangements in accordance herewith.

2. Such arrangements shall not affect the rights and obligations of those Contracting States not participating in such arrangements and shall not contradict the decisions already adopted by the FAB CE Council and the level of harmonization already established between the Contracting States participating in the individual arrangement and the other Contracting States.

Article 11

Air Navigation Services

1. Each Contracting State shall ensure that the FAB CE services are provided in its applicable airspace.

2. Unless otherwise expressly provided therein, nothing in this Agreement or the measures adopted hereunder shall be deemed to limit the capacity of ANSPs providing FAB CE services to cooperate.

Article 12

Joint Designation

1. Each Contracting State shall be entitled to designate, and repeal or amend such designation of, one or more air traffic service provider(s) to provide air traffic services in its applicable airspace, wholly or partially. Such designation, repeal or amendment shall be notified to the Depositary in writing.

2. The Contracting States concerned shall implement the FAB CE Council measures establishing cross border sectors by either:

(a) agreeing, on a bilateral or multilateral basis, on the allocation in accordance with paragraph 1 of this Article of an air traffic service provider for the respective cross border sector(s); or

(b) ensuring that appropriate agreements are entered into between the air traffic service providers concerned for the provision of air traffic services in the respective cross border sector(s), and approved by the Contracting States concerned.

3. Any air traffic service provider designated under paragraph 1 shall be deemed jointly designated by all Contracting States as from the date of notification of the designation to the Depositary until any amendment or repealing as defined in paragraph 1.

4. The Contracting States whose airspace is concerned by agreements between air traffic services providers, either designated or not designated under this Agreement, on the

provision of ATS shall remain solely responsible for approval of such agreements. Any two or more neighbouring Contracting States shall be free to enter into appropriate arrangements or agreements with respect to granting such approval.

5. Each Contracting State intending to delegate the responsibility for establishing and/or providing air traffic services in the FAB CE airspace to other than the Contracting States shall ensure that it continues to comply with all provisions of this Agreement.

Article 13

Airspace

1. The FAB CE airspace is subject to governance by the Contracting States as determined hereunder.

2. This Agreement does not affect the right of each Contracting State to apply the flexible use of airspace concept when reserving, restricting or otherwise organizing defined volumes of airspace not extending across its applicable airspace, for exclusive or specific use of military users and/or aircrafts operated as operational air traffic. Nevertheless, these airspace restrictions and reservations, having significant impact on civil traffic flows, shall be coordinated through JC MACC in line with the coordination process to be defined by the JC-MACC.

Article 14

Supervision

1. The certifying NSA shall carry out all supervision and safety oversight in respect of the provision by the ANSP concerned of any FAB CE service in such portion of the FAB CE airspace, which does not fall under responsibility of the Contracting State which nominated the certifying NSA.

2. The territorial NSA shall have the right to request audits and direct participation in all supervision tasks carried out by the certifying NSA to the extent the tasks are exercised in relation to the provision of the FAB CE services in the FAB CE airspace under the territorial NSA's responsibility. The certifying NSA shall take due account of the proposals or comments made by the territorial NSA. The ANSP subject to supervision by the certifying NSA shall enable the territorial NSA to exercise its rights hereunder.

3. The territorial NSA shall inform the certifying NSA of all rules and procedures applicable for the provision of FAB CE services in the airspace falling under its responsibility.

4. The Contracting States mutually recognise any finding, conclusion or decision made by the certifying NSA with regard to provision of FAB CE service by the ANSP concerned in the portion of the FAB CE airspace which does not fall under responsibility of the Contracting State which nominated the certifying NSA. In case the certifying NSA makes a finding, conclusion or decision without taking due account of the relevant rules and procedures disclosed to it by the territorial NSA under paragraph 3, the Contracting State which nominated the territorial NSA shall have the right not to recognise such finding, conclusion or decision and, if so deemed necessary, suspend application of this Article and resume supervision and safety oversight responsibility accordingly.

5. The Contracting States shall ensure that a written NSA Co-operation Agreement is concluded providing for the detailed conditions of the exercise of the rights and obligations of their NSAs under this Article and for the exchange and dissemination of safety-related information.

6. Paragraph 1 to 5 shall apply *mutatis mutandis* to the safety oversight on ATFM and ASM. The NSA responsible for safety oversight shall be the NSA of the Contracting State in whose territory the organisation providing ATFM or ASM at the tactical level has its principal place of business.

7. Each licensing NSA responsible for any portion of cross border sector shall have the right to issue a unit endorsement for the whole cross border sector, once the relevant requirements and procedures are agreed and fulfilled by all licensing NSAs concerned. The concerned Contracting States mutually recognise such unit endorsements.

8. This Article shall not apply to supervision and safety oversight in respect of the provision of any FAB CE service by any ANSP other than those certified by an NSA of a Contracting State.

Article 15

Financial arrangements

Each Contracting State shall bear its own expenses regarding implementation, operation and further development of the FAB CE.

Article 16

Accession of a State to the FAB CE Agreement

1. This Agreement is open for accession by any EU Member State or any contracting party to the European Common Aviation Area Agreement, provided that their airspace is adjacent to the FAB CE airspace.

2. Any accession shall be subject to mutual written consent of all Contracting States.

Article 17

Amendments

This Agreement may be amended by mutual written consent of all Contracting States.

Article 18

Withdrawal of a Contracting State from the FAB CE Agreement

1. Each Contracting State may withdraw from this Agreement by written notification to the Depository.

2. The withdrawal shall take effect one year following the date on which the notification has been received by the Depository. During such period, the other Contracting States shall take the necessary measures to reconfigure the FAB CE airspace and the

provision of FAB CE services. The withdrawing Contracting State shall bear the costs of the withdrawal incurred by the other Contracting States in course of the transition period and in connection with the reconfiguration of the FAB CE airspace and the provision of the FAB CE services, which the other Contracting States would not have otherwise incurred.

Article 19

Termination

1. This Agreement may be terminated by mutual written consent of all Contracting States.
2. The termination shall not become effective earlier than all mutual obligations of the Contracting States under this Agreement have been settled.

Article 20

Reservation

1. Each Contracting State may, upon the signature of this Agreement or together with the deposit of its instrument of ratification, acceptance or approval, submit the following reservations:
 - (a) this Agreement shall not apply to one or more specified portion(s) of its applicable airspace other than en-route controlled airspace; and/or
 - (b) this Agreement shall not apply to one or more services (or parts thereof) provided with regard to is applicable airspace and listed in Annex 2 other than:
 - (i) en-route air traffic services,
 - (ii) communication, navigation and surveillance services needed for en-route air traffic services,
 - (iii) interfaces between en-route air traffic services and aeronautical information services,
 - (iv) interfaces between en-route air traffic services and meteorological services and
 - (v) interfaces between en-route air traffic services and search and rescue services,
2. Each Contracting State may withdraw its reservation wholly or in part at any time after the Agreement enters into force in respect of such Contracting State.
3. The reservation or a withdrawal thereof is effective upon receipt by the Depositary.

Article 21

Suspension

1. In order to safeguard essential public order, public security and defence interests or if otherwise provided in this Agreement, each Contracting State has the right to suspend the application of the Agreement or parts thereof. It shall immediately notify the Depository of the suspension.

2. The suspending Contracting State shall terminate the suspension immediately once the reasons for suspension have ceased to exist and notify the Depository of the termination of suspension.

Article 22

Dispute Resolution

1. Any dispute between two or more Contracting States as to the interpretation, application or performance of this Agreement, including its existence, validity or termination, shall be settled through negotiations between the parties to the dispute. If a dispute cannot be settled through negotiations between the parties to the dispute within six months from the date of any party's written request to hold such negotiations, any party to the dispute may submit the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes between Two States.

2. The number of arbitrators shall be three. If more than two Contracting States are parties to the dispute, those parties shall agree on the appointment of the three arbitrators; the parties to the dispute share the costs of the arbitral tribunal equally. If within sixty days after the receipt of the notice of arbitration the parties have not agreed on the three arbitrators, any party may request the Secretary-General of the Permanent Court of Arbitration to appoint the arbitrators.

3. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be The Hague. The International Bureau of the Permanent Court of Arbitration shall serve as Registrar, and shall provide such administrative services as the Permanent Court of Arbitration shall direct.

Article 23

Entry into force

1. This Agreement is subject to ratification, approval or acceptance by the Contracting States. Instruments of ratification, approval or acceptance shall be deposited with the Republic of Slovenia, which is hereby designated as Depository.

2. The Depository shall notify each Contracting State in particular of:

- (a) each deposit of an instrument of ratification, approval or acceptance;
- (b) the date of entry into force of this Agreement;

- (c) any withdrawal from or suspension of this Agreement or part thereof together with the date thereof and the date on which it takes effect;
- (d) any reservation together with the date thereof and the date of its withdrawal;
- (e) the termination of this Agreement.

3. This Agreement shall enter into force on the sixtieth day following the day of the deposit of the instrument of ratification, approval or acceptance of at least two neighbouring Contracting States.

4. With respect to any other Contracting State, this Agreement shall enter into force on the sixtieth day following the day of the deposit of its instrument of ratification, approval or acceptance.

Article 24

Provisional application

1. The Contracting States hereby agree, subject to the mandatory provisions of their national laws, that save for the provisions of Articles 5, 12, 14, 16 - 19, 21 and 22, the Agreement shall be provisionally applied among all signatories from the date of its signature until the decisive date.

2. Decisions adopted prior to the decisive date shall become binding upon each individual signatory upon entry into force of the Agreement for such signatory.

3. Measures adopted prior to the decisive date shall become binding upon each individual signatory upon entry into force of the Agreement for such signatory, provided that the signatory voted in favour of the measure.

4. Signatories not having ratified the Agreement on the decisive date at the latest shall have the right to participate at the meetings of the FAB CE Council and other bodies as observers without voting rights.

5. With regard to any individual signatory with the observer status, decisions adopted by the FAB CE Council after the decisive date shall become binding on it upon entry into force of the Agreement for such signatory unless otherwise notified by such signatory prior to, or together with, the deposit of its ratification instruments with respect to the Agreement.

Article 25

Annexes to the Agreement

The provisions contained in the Annexes to this Agreement shall form an integral part thereof.

Article 26

ICAO Registration

This Agreement and any amendments thereto shall be registered by the Depositary with the ICAO.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

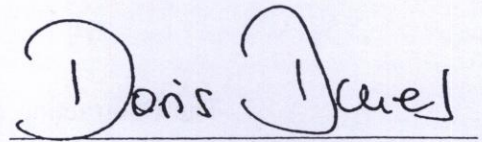
List of Annexes:

Annex 1: Airspace Delineation

Annex 2: Air Navigation Services

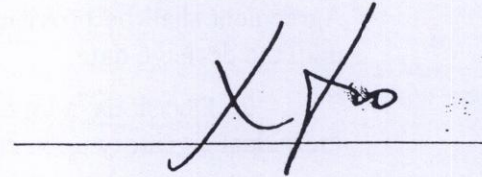
Done at Brdo pri Kranju this 5th day of May 2011 in the English language.

For the Republic of Austria



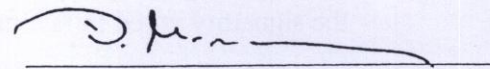
Denis Davel

For Bosnia and Herzegovina



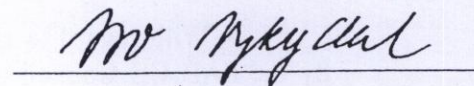
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For the Republic of Croatia



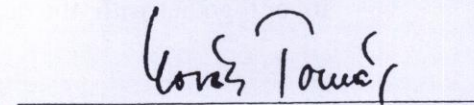
D. M.

For the Czech Republic



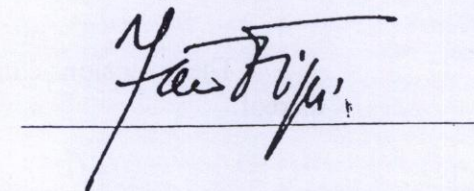
Pro Rykydal

For the Republic of Hungary



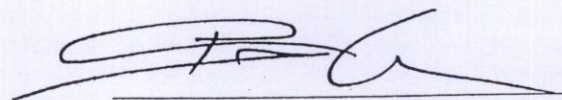
Gönci Tórnai

For the Slovak Republic



Yas Fijer

For the Republic of Slovenia



RA

ANNEX 1

Airspace Delineation

This Agreement shall, unless otherwise provided in the Agreement, apply in the airspace under the Contracting States' responsibility, which shall be defined as the airspace determined as follows:

Contracting State	Lateral limits	Vertical Limits
The Republic of Austria	FIR Vienna	GND - UNLIMITED
Bosnia and Herzegovina	FIR Sarajevo	FL165 - UNLIMITED
The Republic of Croatia	FIR Zagreb	FL205 - UNLIMITED
The Czech Republic	FIR Prague	GND - UNLIMITED
The Republic of Hungary	FIR Budapest	GND - UNLIMITED
The Slovak Republic	FIR Bratislava	FL195 - UNLIMITED
The Republic of Slovenia	FIR Ljubljana	FL175 - UNLIMITED

ANNEX 2

Air Navigation Services

Unless otherwise provided in the Agreement, the Agreement shall apply to the provision of the following air navigation services in the applicable airspace of the respective Contracting State as listed hereunder.

Contracting State	Air Navigation Services
The Republic of Austria	ATS, CNS, AIS, SAR, MET
Bosnia and Herzegovina	Mandatory services from article 20
The Republic of Croatia	Mandatory services from article 20
The Czech Republic	ATS, CNS, AIS, SAR, MET
The Republic of Hungary	ATS, CNS, AIS, SAR, MET
The Slovak Republic	Mandatory services from article 20
The Republic of Slovenia	Mandatory services from article 20