



**COUNCIL OF  
THE EUROPEAN UNION**

**Brussels, 23 November 2012**

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**Interinstitutional File:  
2012/0323 (NLE)**

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**PROPOSAL**

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| from:         | European Commission   |
| dated:        | 23 November 2012  |
| No Cion doc.: | COM(2012) 688 final   |
| Subject:      | Proposal for a COUNCIL DECISION on the signature, on behalf of the European Union, and provisional application of the Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and the State of Israel, of the other part |

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Delegations will find attached a proposal from the Commission, submitted under a covering letter from Mr Jordi AYET PUIGARNAU to Mr Uwe CORSEPIUS, Secretary-General of the Council of the European Union.

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Encl.: COM(2012) 688 final



Brussels, 22.11.2012  
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2012/0323 (NLE)

Proposal for a

**COUNCIL DECISION**

**on the signature, on behalf of the European Union, and provisional application of the Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and the State of Israel, of the other part**

## EXPLANATORY MEMORANDUM

### 1. Context of the proposal

- Grounds for and objectives of the proposal

The Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and the Government of the State of Israel, of the other part has been negotiated by the Commission as authorised by the Council in April 2008. Air services between the EU and the State of Israel presently operate on the basis of bilateral agreements between individual Member States and the State of Israel. It is part of the EU's external aviation policy to negotiate comprehensive air services agreements with neighbouring countries where the added value and economic benefits of such agreements have been demonstrated. The Agreement aims at:

- gradual market opening in terms of access to routes and capacity on a reciprocal basis;
- promoting regulatory cooperation and harmonisation of regulations and approaches based on EU legislation in the field of aviation;
- promoting air services based on competition among air carriers with minimum government interference and regulation;
- non-discrimination and level playing field for economic operators.

- **General context**

The negotiating directives set out the general objective of negotiating a comprehensive air transport agreement with the aim of gradually and reciprocally opening market access and ensuring regulatory convergence and effective implementation of EU standards.

In accordance with the negotiating directives, a draft Agreement with the Government of the State of Israel was initialled by the two sides on 30 July 2012.

- **Existing provisions in the area of the proposal**

The provisions of the Agreement shall prevail over the relevant provisions of the existing bilateral air services agreements between Member States and the State of Israel. However, existing traffic rights which originate from these bilateral agreements and which are not covered under this Agreement can continue to be exercised, provided that there is no discrimination between the Member States and their nationals.

- **Consistency with the other policies and objectives of the Union**

The conclusion of a comprehensive air transport agreement with the Government of the State of Israel is an important element in the development of the EU external aviation policy and in particular a wider European Common Aviation Area, as described in the Commission Communication COM(2005) 79 final "Developing the agenda for the Community's external aviation policy".

### 2. Consultation of interested parties and impact assessment

In line with Art. 218 (4) TFEU the Commission has conducted the negotiations in

consultation with a special committee.

In addition, it consulted interested parties throughout the process.

- **Consultation of interested parties**

*Consultation methods, main sectors targeted and general profile of respondents*

The Commission has consulted with stakeholders, in particular via the Consultative Forum comprising representatives of air carriers, airports, and labour organisations.

*Summary of responses and how they have been taken into account*

The stakeholder comments, many of which were made orally in the context of the negotiations, which took over three years and eight negotiation rounds, or numerous EU preparatory meetings, concerned especially an as fast as possible opening of the EU-Israel aviation market (flights from/to the EU to/from Israel) and regulatory convergence. Furthermore, the stakeholders wished to make sure the EU rules on slots are respected in the agreement.

All comments from stakeholders were duly taken into consideration in the preparation of the Union's negotiating position. The stakeholders have after the finalisation of the negotiations expressed they are keen to see the agreement signed and implemented.

- **Collection and use of expertise**

There was no need for external expertise.

- **Impact assessment**

A report prepared for the Commission in 2007 by consultants on the economic impact of the agreement, estimated that the economic benefit of such an agreement would be up to altogether € 96 Mio p.a. in consumer surplus as a result of lower fares. The analysis also showed a positive impact in terms of job creation.

A summary of this report was contained in a Communication from the Commission published on 9 November 2007 (COM(2007)691 final).

The Agreement establishes a Joint Committee which will be responsible for reviewing the implementation of the Agreement and its effects.

### **3. Legal elements of the proposal**

- **Summary of the proposed action**

The Agreement consists of the main body including the main principles, and six annexes: Annex I on agreed services and specified routes; Annex II on transitional provisions; Annex III with a list of the states referred to in articles 3, 4 and 8 of the Agreement; Annex IV on rules relating to civil aviation; Annex V on agreed base frequencies on certain routes; and Annex VI on regulatory requirements and standards.

- **Legal basis**

Article 100 (2), in conjunction with Article 218 (5) and (8) , first paragraph of the Treaty on the Functioning of the European Union.

- **Subsidiarity principle**

The subsidiarity principle applies insofar as the proposal does not fall under the exclusive competence of the Union.

The objectives of the proposal cannot be sufficiently achieved by the Member States for the following reason(s).

The provisions of the Agreement will prevail over the relevant provisions of the existing arrangements made by individual Member States. The Agreement creates simultaneously for all Union air carriers equal and uniform conditions for market access, and establishes new arrangements for regulatory co-operation and convergence between the European Union and the State of Israel in fields essential for the safe, secure, and efficient operation of air services. These arrangements can only be achieved at Union level because they involve a number of areas of exclusive Union competence.

Union action will better achieve the objectives of the proposal for the following reason(s).

The Agreement allows for the simultaneous extension of its terms to the 27 Member States, applying the same rules without discrimination and benefiting all Union air carriers regardless of their nationality. These carriers will be able to operate freely from any point in the European Union to any point in the State of Israel which is currently not the case.

The gradual removal of all market access restrictions between the EU and the State of Israel will not only attract new entrants to the market and create opportunities to operate to underserved airports, but will also facilitate consolidation between EU air carriers.

The Agreement secures for all EU air carriers access to commercial opportunities, such as the possibility to freely establish prices. One further objective of the mandate is to create a level playing field between all EU and Israeli air carriers, and this requires strong regulatory co-operation which can only be delivered at Union level.

The proposal therefore complies with the subsidiarity principle. The subsidiarity principle applies insofar as the proposal does not fall under the exclusive competence of the Union.

- **Proportionality principle**

The proposal complies with the proportionality principle for the following reason(s).

A Joint Committee will be established to discuss matters related to the implementation of the Agreement. The Joint Committee will foster expert-level exchanges on new legislative or regulatory initiatives or developments and consider potential areas for further development of the Agreement. The Joint Committee will be composed of

representatives of the Commission and the Member States.

Furthermore, Member States will continue to carry out the traditional administrative tasks they execute in the context of international air transport, but under common rules applied uniformly.

- **Choice of instruments**

Proposed instruments: international agreement.

Other means would not be adequate for the following reason(s).

External aviation relations can only be given effect through international agreements.

#### **4. Budgetary implication**

The proposal has no implication for the Union budget.

Proposal for a

**COUNCIL DECISION**

**on the signature, on behalf of the European Union, and provisional application of the Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and the State of Israel, of the other part**

THE COUNCIL OF THE EUROPEAN UNION

Having regard to the Treaty on the Functioning of the European Union and in particular Article 100 (2), in conjunction with Article 218 (5) and (8) , first paragraph thereof,

Having regard to the proposal from the European Commission,

Whereas

- (1) the Commission has negotiated on behalf of the Union and of the Member States a Euro-Mediterranean Aviation Agreement between the Government of the State of Israel and the European Union and its Member States (hereinafter, the “Agreement”) in accordance with the Council Decision of 8 April 2008 authorising the Commission to open negotiations. The negotiations were successfully concluded by the initialling of the Agreement on 30 July 2012;
- (2) the Agreement should be signed and applied provisionally, subject to its conclusion at a later date;

HAS ADOPTED THIS DECISION:

*Article 1*  
*Signature*

1. The signing of the Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and the Government of the State of Israel, of the other part, is hereby authorised on behalf of the Union, subject to the conclusion of the said Agreement.

The text of the Agreement is annexed to this Decision.

2. The Council Secretariat General shall establish the instrument of full powers to sign the Agreement, subject to its conclusion, for the person(s) indicated by the negotiator of the Agreement.

*Article 2*  
*Provisional application*

Pending its entry into force, the Agreement shall be applied on a provisional basis from the date of signature of the Agreement.

*Article 3*  
*Joint Committee*

The European Union shall be represented in the Joint Committee established under Article 22 of the Agreement by the Commission.

*Article 4*  
*Settlement of Disputes*

1. The Commission shall represent the Union in dispute settlement proceedings under Article 23 of the Agreement.
2. Any appropriate action to be taken under Article 23 of the Agreement on matters which fall within the Union competence shall be decided upon by the Commission, in consultation with a Special Committee of representatives of the Member States appointed by the Council.

*Article 5*  
*Entry into force*

This Decision shall enter into force on the day of its adoption. It shall be published in the Official Journal of the European Union.

Done at Brussels,

*For the Council*  
*The President*  
[...]



**ANNEX**

EURO-MEDITERRANEAN AVIATION AGREEMENT  
BETWEEN THE EUROPEAN UNION  
AND ITS MEMBER STATES, OF THE ONE PART  
AND THE GOVERNMENT OF THE STATE OF ISRAEL, OF THE OTHER PART

THE KINGDOM OF BELGIUM,  
THE REPUBLIC OF BULGARIA,  
THE CZECH REPUBLIC,  
THE KINGDOM OF DENMARK,  
THE FEDERAL REPUBLIC OF GERMANY,  
THE REPUBLIC OF ESTONIA,  
THE HELLENIC REPUBLIC,  
THE KINGDOM OF SPAIN,  
THE FRENCH REPUBLIC,  
IRELAND,  
THE ITALIAN REPUBLIC,  
THE REPUBLIC OF CYPRUS,  
THE REPUBLIC OF LATVIA,  
THE REPUBLIC OF LITHUANIA,  
THE GRAND DUCHY OF LUXEMBOURG,  
HUNGARY,  
MALTA,  
THE KINGDOM OF THE NETHERLANDS,  
THE REPUBLIC OF AUSTRIA,  
THE REPUBLIC OF POLAND,  
THE PORTUGUESE REPUBLIC,  
ROMANIA,  
THE REPUBLIC OF SLOVENIA,  
THE SLOVAK REPUBLIC,  
THE REPUBLIC OF FINLAND,

THE KINGDOM OF SWEDEN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

Contracting Parties to the Treaty on European Union and the Treaty on the functioning of the European Union, hereinafter referred to as the "Member States", and

THE EUROPEAN UNION,

of the one part, and

THE GOVERNMENT OF THE STATE OF ISRAEL, hereinafter referred to as "Israel",

of the other part,

Desiring to promote an international aviation system based on fair competition among air carriers in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities, including through the development of air transport networks to meet the needs of passengers and shippers for convenient air transport services;

RECOGNISING the importance of air transport in promoting trade, tourism and investment;

Desiring to make it possible for air carriers to offer the travelling and shipping public competitive prices and services in open markets;

RECOGNISING the potential benefits of regulatory convergence and, to the extent practical, harmonisation of regulations;

Desiring to have all sectors of the air transport industry, including air carrier workers, benefit in a liberalised environment;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern with regard to acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air transport and undermine public confidence in the safety of civil aviation;

RECOGNISING the security needs in connection with the air relations between the European Union and Israel, as a result of the current Geo-Political situation;

Noting the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

RECOGNISING that this Euro-Mediterranean Aviation Agreement lies within the scope of the Euro-Mediterranean Partnership envisaged in the Declaration of Barcelona of 28 November 1995;

NOTING their common will to promote a Euro-Mediterranean Aviation Area based on the principles of regulatory convergence, regulatory cooperation and liberalisation of market access;

Desiring to ensure a level playing field allowing fair and equal opportunity for air carriers to provide air transport;

Recognising that subsidies may adversely affect air carrier competition and may jeopardise the basic objectives of this Agreement;

Affirming the importance of protecting the environment in developing and implementing international aviation policy and recognising the rights of sovereign States to take appropriate measures to this effect;

Noting the importance of protecting consumers, including the protections afforded by the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999, insofar as both the Contracting Parties are parties to this Convention;

NOTING that this Agreement implies the exchange of personal data, which will be subject to the data protection legislation of the Contracting Parties and of the Commission Decision of 31 January 2011 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequate protection of personal data by the State of Israel with regard to automated processing of personal data (2011/61/EU);

Intending to build upon the framework of existing air transport agreements with the goal of opening access to markets and maximising benefits for the consumers, air carriers, labour, and communities of both Contracting Parties;

Noting that this Agreement is to be applied in a progressive but integral way, and that a suitable mechanism can ensure the establishment of equivalent regulatory requirements and standards for civil aviation based on the highest standards applied by the Contracting Parties;

Have agreed as follows:

## ARTICLE 1

### Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

- (1) "Agreed services" and "Specified routes" mean international air transport pursuant to Article 2 (Traffic Rights) and Annex I of this Agreement;
- (2) "Agreement" means this Agreement, its Annexes, and any amendments thereto;
- (3) "Air carrier" means an undertaking with a valid operating licence;
- (4) "Air transport" means the carriage by civil aircraft of passengers, baggage, cargo, and mail, separately or in combination, held out to the public for remuneration or hire, which, for the avoidance of doubt, shall include scheduled and non-scheduled (charter) air transport, and full cargo services;
- (5) "Association Agreement" means the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the State of Israel, of the other part, signed at Brussels on 20 November 1995;
- (6) "Competent authorities" means the government agencies or entities responsible for the administrative functions under this Agreement;
- (7) "Contracting Parties" shall mean, on the one hand, the European Union or its Member States, or the European Union and its Member States, in accordance with their respective powers, and, on the other hand, Israel;
- (8) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
  - (a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Israel and the Member State or Member States of the European Union, and
  - (b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Israel and the Member State or Member States of the European Union as is relevant to the issue in question;
- (9) "EU Treaties" shall mean the Treaty on European Union and the Treaty on the functioning of the European Union;
- (10) "Fifth freedom right" means the right or privilege granted by one state (the "Granting State") to the air carriers of another state ("the Recipient State"), to provide international air transport services between the territory of the Granting State and the territory of a third state, subject to the condition that such services originate or terminate in the territory of the Recipient State;

- (11) "Fitness" means whether an air carrier is fit to operate international air services, that is to say, whether it has satisfactory financial capability and adequate managerial expertise and is disposed to comply with the laws, regulations and requirements which govern the operation of such services;
- (12) "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead and where relevant any applicable charges aimed at reflecting environmental costs and applied without distinction as to nationality;
- (13) "International air transport" means air transport that passes through the airspace over the territory of at least two States;
- (14) "IATA" means the International Air Transport Association;
- (15) "ICAO" means the International Civil Aviation Organisation;
- (16) "National" means:
- (a) any person having Israeli citizenship in the case of Israel, or the nationality of a Member State in the case of the European Union and its Member States; or
  - (b) any legal entity (i) which is owned directly or through majority ownership and at all times is effectively controlled by persons or entities having Israeli citizenship in the case of Israel, or persons or entities having the nationality of a Member State or one of the other states listed in Annex III in the case of the European Union and its Member States, and (ii) the principal place of business of which is in Israel in the case of Israel, or in a Member State in the case of the European Union and its Member States;
- (17) "Nationality", when referred to an air carrier, means whether an air carrier satisfies requirements regarding such issues as its ownership, effective control and principal place of business;
- (18) "Non-scheduled air service" means any commercial air service other than a scheduled air service;
- (19) "Operating license" means, (i) in the case of the European Union and its Member States an operating license and any other relevant documents or certificates given under Regulation EC 1008/2008 and any successor instrument, and (ii) in the case of Israel an Air Operating License and any other relevant documents or certificates given under Article 18 of The Israeli Air Navigation Law 2011 and any successor instrument;
- (20) "Price" means:
- (a) "air fares" to be paid to air carriers or their agents or other ticket sellers for the carriage of passengers and baggage on air services and any conditions under which those fares apply, including remuneration and conditions offered to agency and other auxiliary services; and

- (b) "air rates" to be paid for the carriage of cargo and any conditions under which those rates apply, including remuneration and conditions offered to agency and other auxiliary services.

This definition covers, where relevant, the surface transport in connection with international air transport and the applicable conditions;

- (21) "Principal place of business" means the head office or registered office of an air carrier in the Contracting Party within which the principal financial functions and operational control, including continued airworthiness management, of the air carrier are exercised, as listed in its Operating license;
- (22) "Public service obligation" means any obligation imposed upon air carriers to ensure on a specified route the minimum provision of scheduled air services satisfying fixed standards of continuity, regularity, pricing and minimum capacity which air carriers would not assume if they were solely considering their commercial interest. Air carriers may be compensated by the Contracting Party concerned for fulfilling public service obligations;
- (23) "Scheduled air service" means a series of flights possessing all the following characteristics:
- (a) on each flight seats and/or capacity to transport cargo and/or mail are available for individual purchase by the public (either directly from the air carrier or from its authorised agents);
  - (b) it is operated so as to serve traffic between the same two or more airports, either:
    - according to a published timetable, or
    - with flights so regular or frequent that they constitute a recognisably systematic series;
- (24) "SESAR" (Single European Sky ATM Research) means the technical implementation of the Single European Sky which provides a coordinated, synchronised research, development and deployment of the new generations of air traffic management systems;
- (25) "Subsidy" means any financial contribution granted by the competent authorities, a government, a regional organisation or another public organisation, i.e. when:
- (a) a practice of the competent authorities, a government, a regional body or another public organisation involves a direct transfer of funds such as grants, loans or equity infusion, potential direct transfer of funds to the company, the assumption of liabilities of the company such as loan guarantees, capital injections, ownership, protection against bankruptcy or insurance;
  - (b) revenue of the competent authorities, a government, a regional body or another public organisation that is otherwise due is foregone or not collected;

- (c) the competent authorities, a government, a regional body or another public organisation provide goods or services other than general infrastructure, or purchase goods or services; or
- (d) the competent authorities, a government, a regional body or another public organisation make payments to a funding mechanism or entrust or direct a private body to carry out one or more of the type of functions illustrated under (a), (b) and (c) which would normally be vested in the government and, in practice, in no real sense differs from practices normally followed by governments;

and where a benefit is thereby conferred;

- (26) "Territory" means, for Israel, the territory of the State of Israel, and, for the European Union, the land areas (mainland and islands), internal waters and territorial sea in which the EU Treaties are applied and under the conditions laid down in the EU Treaties and any successor instrument. The application of this Agreement to the airport of Gibraltar is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to their dispute over sovereignty over the territory in which the airport is situated and to the continuing suspension of Gibraltar Airport from EU aviation measures existing as at 18 September 2006 as between Member States in accordance with the terms of the Ministerial Statement on Gibraltar Airport agreed in Cordoba on 18 September 2006. The application of this Agreement is understood to be without prejudice to the status of the territories that came under Israeli administration after June 1967;
- (27) "User charge" means a charge imposed on air carriers for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities;



TITLE I  
ECONOMIC PROVISIONS

ARTICLE 2

Traffic Rights

1. Each Contracting Party shall grant to the other Contracting Party, in accordance with Annex I and Annex II, the following rights for the conduct of international air transport by the air carriers of the other Contracting Party:
  - (a) the right to fly across its territory without landing;
  - (b) the right to make stops in its territory for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transport (non-traffic purposes);
  - (c) while operating an agreed service on a specified route, the right to make stops in its territory for the purpose of taking up and discharging international traffic in passengers, cargo and/or mail, separately or in combination; and
  - (d) the rights otherwise specified in this Agreement.
2. Nothing in this Agreement shall be deemed to confer on the air carriers of:
  - (a) Israel the right to take on board, in the territory of any Member State, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of that Member State;
  - (b) the European Union the right to take on board, in the territory of Israel, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of Israel.

ARTICLE 3

Authorisation

1. On receipt of applications for operating authorisation from an air carrier of one of the Contracting Parties, the competent authorities shall grant appropriate authorisations with minimum procedural delay, provided that:
  - (a) for an air carrier of Israel:
    - the air carrier has its principal place of business in Israel, and has received its operating licence in accordance with the law of Israel; and
    - effective regulatory control of the air carrier is exercised and maintained by Israel; and

- the air carrier is owned, directly or by majority participation, and effectively controlled by Israel and/or its nationals;
- (b) for an air carrier of the European Union:
- the air carrier has its principal place of business in the territory of a European Union Member State under the EU Treaties, and has received its operating licence in accordance with European Union law; and
  - effective regulatory control of the air carrier is exercised and maintained by the European Union Member State responsible for issuing its Air Operator Certificate and the competent authority is clearly identified; and
  - the air carrier is owned, directly or by majority participation, and it is effectively controlled by European Union Member States and/or by nationals of European Union Member States, or by other States listed in Annex III and/or of nationals of these other States;
- (c) the air carrier meets the conditions prescribed under the laws and regulations normally applied by the competent authority for the operation of international air transport; and
- (d) the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) are being maintained and administered.

#### ARTICLE 3 bis

##### Reciprocal Recognition of Regulatory Determinations

##### with Regard to Air Carrier Fitness and Nationality

Upon receipt of an application for authorisation from an air carrier of one Contracting Party, the competent authorities of the other Contracting Party shall recognise any fitness and/or nationality determination made by the competent authorities of the first Contracting Party with respect to that air carrier as if such determination had been made by its own competent authorities, and shall not inquire further into such matters, except as provided for in subparagraph a) below.

- (a) If, after receipt of an application for authorisation from an air carrier, or after the grant of such authorisation, the competent authorities of the receiving Contracting Party have a specific concern based on reasonable doubt that, despite the determination made by the competent authorities of the other Contracting Party, the conditions prescribed in Article 3 (Authorisation) of this Agreement for the grant of appropriate authorisations or permissions have not been met, then they shall promptly advise those authorities, giving substantive reasons for their concern. In that event, either Contracting Party may seek consultations which may include representatives of the competent authorities of both Contracting Parties, and/or additional information relevant to this concern, and such requests shall be met as soon as practicable. If the matter remains unresolved, either Contracting Party may bring the matter to the Joint Committee set up under Article 22 (The Joint Committee) of this Agreement and may, in accordance with paragraphs 7 and 9

of Article 22 (The Joint Committee), take appropriate safeguard measures under Article 24 (Safeguard measures).

- (b) These procedures do not cover recognition of determinations in relation to:
  - (i) Safety certificates or licences;
  - (ii) Security arrangements; or
  - (iii) Insurance coverage.

## ARTICLE 4

### Refusal, Revocation, Suspension or Limitation of Authorisation

1. The competent authorities of either Contracting Party may refuse, revoke, suspend or limit the operating authorisations or otherwise suspend or limit the operations of an air carrier of another Contracting Party where:
  - (a) for an air carrier of Israel:
    - the air carrier does not have its principal place of business in Israel, or has not received its operating licence in accordance with the applicable law of Israel; or
    - effective regulatory control of the air carrier is not exercised or maintained by Israel; or
    - the air carrier is not owned, directly or by majority participation, or effectively controlled by Israel and/or nationals of Israel;
  - (b) for an air carrier of the European Union:
    - the air carrier does not have its principal place of business in the territory of a European Union Member State under the EU Treaties, or has not received its operating licence in accordance with European Union law; or
    - effective regulatory control of the air carrier is not exercised or maintained by the European Union Member State responsible for issuing its Air Operator Certificate or the competent authority is not clearly identified; or
    - the air carrier is not owned, directly or by majority participation, or effectively controlled by European Union Member States and/or nationals of European Union Member States, or by other States listed in Annex III and/or nationals of these other States;
  - (c) the air carrier has failed to comply with the laws and regulations referred to in Article 6 (Compliance with laws and regulations) of this Agreement;
  - (d) the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) are not being maintained or administered; or

- (e) a Contracting Party has made the determination in accordance with Article 7 (Competitive Environment) that the conditions for a competitive environment are not being fulfilled.
2. Unless immediate action is essential to prevent further non-compliance with points (c) or (d) of paragraph 1, the rights established by this Article shall be exercised only after consultation with the competent authorities of the other Contracting Party.

## ARTICLE 5

### Investment

1. Notwithstanding Article 3 (Authorisation) and Article 4 (Refusal, Revocation, Suspension, Limitation of Authorisation) of this Agreement, and upon verification by the Joint Committee in accordance with Article 22 (10) (The Joint Committee) that reciprocal arrangements are available, the Contracting Parties may allow majority ownership and/or the effective control of air carriers of Israel by European Union Member States or their nationals, or of air carriers of the European Union by Israel or its nationals in accordance with the conditions of paragraph 2 of this Article.
2. In relation to paragraph 1 of this Article, specific investments by Contracting Parties' interests shall be individually permitted by virtue of a prior decision of the Joint Committee in accordance with Article 22(2) (The Joint Committee) of this Agreement.

This decision shall specify the conditions associated with the operation of the agreed services under this Agreement and with the services between third countries and the Contracting Parties. The provisions of Article 22(9) (The Joint Committee) of this Agreement shall not apply to this type of decisions.

## ARTICLE 6

### Compliance with Laws and Regulations

1. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of aircraft engaged in international air transport, or to the operation and navigation of aircraft engaged in international air transport shall be complied with by the other Contracting Party's air carriers.
2. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of passengers, crew, or cargo on aircraft (including regulations relating to entry, clearance, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Contracting Party's air carriers.

## ARTICLE 7

### Competitive Environment

1. The Contracting Parties reaffirm the application of the provisions of Chapter 3 ("Competition") of Title IV of the Association Agreement to this Agreement.
2. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment for the operation of air services. The Contracting Parties recognise that fair competitive practices by air carriers are most likely to occur where these air carriers operate on a fully commercial basis and are not subsidised, and where neutral and non-discriminatory access to airport facilities, services, and slot allocation is ensured.
3. If one Contracting Party finds that conditions exist in the territory of the other Contracting Party, in particular due to subsidy, which would adversely affect the fair and equal opportunity of its air carriers to compete, it may submit observations to the other Contracting Party. Furthermore, it may request a meeting of the Joint Committee, as provided for in Article 22 (The Joint Committee) of this Agreement. Consultations shall start within 30 days of receipt of such a request. Failure to reach a satisfactory agreement within 30 days from the start of consultations shall constitute grounds for the Contracting Party that requested the consultations to take action to refuse, withhold, revoke, suspend or impose appropriate conditions on the authorisations of the air carrier(s) concerned, consistent with Article 4 (Refusal, Revocation, Suspension or Limitation of Authorisation).
4. The actions referred to in paragraph 3 shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary. They shall be exclusively directed towards the air carrier(s) benefiting from the conditions referred to in paragraph 3, and shall be without prejudice to the right of either Contracting Party to take action under Article 23 (Dispute resolution and Arbitration).
5. The Contracting Parties agree that the participation of the Israeli Government to help cover additional security expenses incurred by the Israeli air carriers as a result of Israeli Government instructions, is not an unfair competitive practice and is not considered as a subsidy for the purpose of this article provided that:
  - (a) such support covers exclusively costs necessarily incurred by the air carriers of Israel when implementing extra security measures required by the Israeli authorities which are not imposed on, or incurred by, air carriers of the European Union; and
  - (b) such security costs are clearly identified and quantified by Israel; and
  - (c) the Joint Committee receives, once a year, a report describing the total sum of the security expenses and the rate of participation of the Israeli government in the previous year.
6. Each Contracting Party, upon notification to the other Contracting Party, may approach responsible government entities in the territory of the other Contracting Party including entities at the state, provincial or local level to discuss matters relating to this Article.
7. The provisions of this Article shall apply without prejudice to the Contracting Parties' laws and regulations regarding public service obligations in the territories of the Contracting Parties.

#### ARTICLE 8

## Commercial Opportunities

### Air carrier representatives

1. The air carriers of each Contracting Party shall have the right to establish offices and facilities in the territory of the other Contracting Party required for the provision of air transport and for the promotion and sale of air transport, including ancillary or supplemental services.
2. The air carriers of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational, and other specialist staff who are required to support the provision of air transport.

### Ground handling

3. (a) Without prejudice to point (b) below, each air carrier shall have in relation to groundhandling in the territory of the other Contracting Party:
  - (i) the right to perform its own groundhandling ("self-handling") or, at its option
  - (ii) the right to select among competing suppliers that provide groundhandling services in whole or in part where such suppliers are allowed market access on the basis of the laws and regulations of each Contracting Party, and where such suppliers are present in the market.
- (b) For the following categories of groundhandling services i.e. baggage handling, ramp handling, fuel and oil handling, freight and mail handling as regards the physical handling of freight and mail between the air terminal and the aircraft, the rights under point (a)(i) and (ii) shall be subject only to physical or operational constraints according to the laws and regulations applicable in the territory of the other Contracting Party. Where such constraints preclude self-handling and where there is no effective competition between suppliers that provide groundhandling services, all such services shall be available on both an equal and non-discriminatory basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.

### Sales, local expenses and transfer of funds

4. Any air carrier of each Contracting Party may engage in the sale of air transport in the territory of the other Contracting Party directly and/or, at the air carrier's discretion, through its sales agents, other intermediaries appointed by the air carrier or through the internet or any other available channel. Each air carrier shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.
5. Each air carrier shall have the right to convert and remit at any time, in any way, freely without restrictions or taxation, in any freely convertible currency and at the official rate of exchange applicable, from the territory of the other Contracting Party to its home territory

and, except where inconsistent with generally applicable law or regulation, to the country or countries of its choice, on demand, local revenues.

6. The air carriers of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the air carriers of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.

#### Cooperative arrangements

7. In operating or holding out services under this Agreement, any air carrier of a Contracting Party may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements, with:
  - (a) any air carrier or carriers of the Contracting Parties; and
  - (b) any air carrier or carriers of a third country; and
  - (c) any surface, land or maritime carriers;

provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate route rights within the relevant bilateral provisions and (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving code-shares, the purchaser shall be informed at the point of sale, or in any case at check-in, or on boarding where no check-in is required for a connecting flight, which transportation providers will operate each sector of the service.

#### Surface transport

8.
  - (a) In relation to the transport of passengers, surface transport providers shall not be subject to laws and regulations governing air transport on the sole basis that such surface transport is held out by an air carrier under its own name. Surface transport providers have the discretion to decide whether to enter into cooperative arrangements. In deciding on any particular arrangement, surface transport providers may consider, among other things, consumer interests and technical, economic, space, and capacity constraints.
  - (b) Moreover, and notwithstanding any other provision of this Agreement, air carriers and indirect providers of cargo transport of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transport for cargo to or from any points in Israel and the European Union, or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Air carriers may elect to perform their own surface transport or to provide it through arrangements with other surface carriers, including surface transport operated by other air carriers and indirect providers of cargo air transport. Such intermodal cargo services may be offered at a single, through price for the air and

surface transport combined, provided that shippers are not misled as to the facts concerning such transport.

#### Leasing

9. a) The air carriers of each Contracting Party shall be entitled to provide the agreed services using aircraft leased with or without crew from any air carrier, including from third countries, provided that all participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements.
- b) Neither Contracting Party shall require the air carriers leasing out their equipment to hold traffic rights under this Agreement.
- c) The leasing with crew (wet-leasing) of an aircraft of an air carrier of a third country, other than those mentioned in Annex III, by an Israeli air carrier or by an air carrier of the European Union, in order to exploit the rights envisaged in this Agreement, shall remain exceptional or meet temporary needs. It shall be submitted to (i) the licensing authority of the leasing air carrier for prior approval and (ii) the competent authority of the other Contracting Party to where it is intended to operate the wet-leased aircraft for information.

For the purposes of this subparagraph, the term "aircraft" means an aircraft of an air carrier of a third country, which is not prohibited to operate in the European Union and/or Israel.

#### Franchising and Branding

10. The air carriers of each Contracting Party shall be entitled to enter into franchising or branding arrangements with companies, including air carriers, of either Contracting Party or third countries, provided that the air carriers hold the appropriate authority and meet the conditions prescribed under the laws and regulations applied by the Contracting Parties to such arrangements, particularly those requiring the disclosure of the identity of the air carriers operating the service.

#### Airport slot allocation

11. Each Contracting Party shall ensure that its procedures, guidelines and regulations to manage slots applicable at airports in its territory are applied in a transparent, effective and non-discriminatory manner.

#### Consultations in the Joint Committee

12. If a Contracting Party believes that the other Contracting Party is in violation of this Article, it may notify the other Contracting Party of its findings and request consultations under paragraph 4 of Article 22 (The Joint Committee).

### ARTICLE 9

#### Customs Duties and Charges



1. On arriving in the territory of one Contracting Party, aircraft operated in international air transport by the air carriers of the other Contracting Party, their regular equipment, fuel, lubricants, consumable technical supplies, ground equipment, spare parts (including engines), aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transport shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (a) imposed by the national or local authorities or the European Union, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.
2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:
  - (a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory;
  - (b) ground equipment and spare parts (including engines) introduced into the territory of a Contracting Party for the servicing, maintenance, or repair of aircraft of an air carrier of the other Contracting Party used in international air transport;
  - (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the said territory;
  - (d) printed matter, as provided for by the customs legislation of each Contracting Party, introduced into or supplied in the territory of one Contracting Party and taken on board for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory; and
  - (e) safety and security equipment for use at airports or cargo terminals.
3. Nothing in this Agreement shall prevent a Contracting Party from imposing taxes, levies, duties, fees, or charges on fuel supplied in its territory, on a non-discriminatory basis, for use in an aircraft of an air carrier that operates between two points in its territory. While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the sale, supply, and use of aircraft fuel shall be complied with by the other Contracting Party's air carriers.
4. The regular airborne, as well as the material, supplies and spare parts referred to in paragraphs 1 and 2 of this Article normally retained on board aircraft operated by an air carrier of one Contracting party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party and may

be required to be kept under the supervision or control of the said authorities up to such time as they are re-exported or otherwise disposed in accordance with customs regulation.

5. The exemptions provided by this Article shall also be available where the air carriers of one Contracting Party have contracted with another air carrier, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2.
6. Nothing in this Agreement shall prevent either Party from imposing taxes, levies, duties, fees or charges on goods sold other than for consumption on board to passengers during a sector of an air service between two points within its territory at which embarkation or disembarkation is permitted.
7. The stipulations of the present Agreement shall not affect the field of VAT, with the exception of such tax on imports. The provisions of the respective conventions in force between a European Union Member State and Israel for the avoidance of double taxation on income and on capital remain unaffected by this Agreement.

## ARTICLE 10

### User Charges for Airports and Aviation Facilities and Services

1. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the air carriers of the other Contracting Party for the use of air navigation and air traffic control services shall be cost-related and non-discriminatory. In any event, any such user charges shall be assessed on the air carriers of the other Contracting Party on terms not less favourable than the most favourable terms available to any other air carrier.
2. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the air carriers of the other Contracting Party for the use of airport, aviation security and related facilities and services shall be not unjustly discriminatory, and equitably apportioned among categories of users. These charges may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport and aviation security facilities and services at that airport or within that airport's system. These charges may include a reasonable return on assets, after depreciation. Facilities and services for which user charges are made shall be provided on an efficient and economic basis. In any event, these charges shall be assessed on the air carriers of the other Party on terms not less favourable than the most favourable terms available to any other air carrier at the time the charges are assessed.
3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the air carriers or their representative bodies using the services and facilities, and shall encourage the competent charging authorities or bodies to provide each airport user, or the representatives or associations of airport users, with information on the components serving as a basis for determining the system or the level of all charges levied at each airport by the airport managing bodies as such information may be necessary to permit an accurate review of the reasonableness of the charges in

accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable those authorities to consider the views expressed by the users before changes are made.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 23 (Dispute Resolution and Arbitration), to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

## ARTICLE 11

### Pricing

1. The Contracting Parties shall permit prices to be freely established by the air carriers on the basis of free and fair competition.
2. The Contracting Parties shall not require prices to be filed.
3. Discussions between the competent authorities may be held to discuss matters such as, but not limited to, prices which may be unjust, unreasonable or discriminatory.

## ARTICLE 12

### Statistics

1. Each Contracting Party shall provide the other Contracting Party with statistics that are required by domestic laws and regulations, and, upon request, other available statistical information as may be reasonably required for the purpose of reviewing the operation of air services under this Agreement.
2. The Contracting Parties shall cooperate in the framework of the Joint Committee under Article 22 (The Joint Committee) to facilitate the exchange of statistical information between them for the purpose of monitoring the development of air services under this Agreement.

## TITLE II

### REGULATORY COOPERATION

#### ARTICLE 13

##### Aviation Safety

1. Without prejudice to the discretion of the legislative authorities of the Contracting Parties, the Contracting Parties shall closely cooperate in the area of aviation safety with the objective of establishing, to the practical extent possible, harmonised rules or mutual recognition of each other's safety standards. The Joint Committee, with the assistance of the European Aviation Safety Agency, shall oversee this process of cooperation.
2. The Contracting Parties shall ensure that their relevant legislation, rules or procedures deliver, at minimum, the level of regulatory requirements and standards relating to air transport specified in Part A of Annex IV, as detailed in Annex VI.
3. The competent authorities of the Contracting Parties shall recognise as valid, for the purposes of operating the air transport provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by each other and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. The competent authorities may, however, refuse to recognise as valid for purposes of flight above their own territory, certificates of competency and licenses granted to or validated for their own nationals by such other authorities.
4. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
5. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 4 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
6. The Contracting Parties shall ensure that aircraft registered in one Contracting Party suspected of non-compliance with international aviation safety standards established pursuant to the Convention landing at airports open to international air traffic in the territory of the other Contracting Party shall be subject to ramp inspections by the competent authorities of that other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment.

7. The competent authorities of either Contracting Party may take all appropriate and immediate measures whenever they ascertain that an aircraft, any component of an aircraft or an operation may:
  - (a) fail to satisfy the minimum standards established pursuant to the Convention, or
  - (b) give rise to serious concerns – established through an inspection referred to in paragraph 6, pursuant to Article 16 of the Convention – that an aircraft or the operation of an aircraft does not comply with the minimum standards established pursuant to the Convention, or
  - (c) give rise to serious concerns that there is a lack of effective maintenance and administration of minimum standards established pursuant to the Convention.
8. Where the competent authorities of one Contracting Party take action under paragraph 7, they shall promptly inform the competent authorities of the other Contracting Party of taking such action, providing reasons for its action.
9. When urgent action is essential to ensure the safety of an air carrier operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an air carrier or air carriers of the other Contracting Party.
10. Where measures taken in application of paragraphs 7 or 9 are not discontinued even though the basis for taking them has ceased to exist, either Contracting Party may refer the matter to the Joint Committee.

## ARTICLE 14

### Aviation Security

1. The Contracting Parties reaffirm their obligations to each other to provide for the security of civil aviation against acts of unlawful interference, and in particular their obligations under the Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, insofar as both Contracting Parties are parties to these conventions, as well as all other conventions and protocols relating to civil aviation security of which both Contracting Parties are parties.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security Standards and, so far as they are applied by them, the Recommended Practices established by the ICAO and designated as Annexes to the Convention, to the extent that

such security provisions are applicable to the Contracting Parties. Both Contracting Parties shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act, at least, in conformity with such aviation security provisions.

4. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat. Each Contracting Party agrees that their air carriers may be required to respect the aviation security provisions referred to in paragraph 3 required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. When a Contracting Party is informed of a specific threat for a specific flight or specific series of flights to or from the territory of the other Contracting Party, it shall inform the other Contracting Party, and special security measures may be decided by the first Contracting Party to take into account the specific threat, in accordance with paragraph 6.
5. The Contracting Parties agree to work towards achieving mutual recognition of each other's security standards. To this end, they shall establish administrative arrangements allowing for consultations on existing or planned aviation security measures and for cooperation and sharing of information on quality control measures implemented by the Contracting Parties. A Contracting Party may also request the cooperation of the other Contracting Party to assess whether particular security measures of that other Contracting Party meet the requirements of the requesting Contracting Party. Taking into account the results of the assessments, the requesting Contracting Party may decide that security measures of an equivalent standard are applied in the territory of the other Contracting Party in order that transfer passengers, transfer baggage, and/or transfer cargo may be exempted from re-screening in the territory of the requesting Contracting Party. Such a decision shall be communicated to the other Contracting Party.
6. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat. Except in case of emergency, each Contracting Party will inform the other Contracting Party in advance of any special security measures it intends to introduce which could have a significant financial or operational impact on the air transport services provided under this Agreement. Either Contracting Party may request a meeting of the Joint Committee to discuss such security measures, as provided for in Article 22 (The Joint Committee) of this Agreement.
7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
8. Each Contracting Party shall take all measures it finds practicable to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its territory is detained on the ground unless its departure is necessitated by

the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.
10. Without prejudice to Article 4 (Refusal, Revocation, Suspension or Limitation of Authorisation), failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorisation of one or more air carriers of such other Contracting Party.
11. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.
12. Without prejudice to the need to take immediate action in order to protect transport security, the Contracting Parties affirm that when considering security measures, each Contracting Party shall evaluate possible adverse economic and operational effects on the operation of air services under this Agreement and, unless constrained by law, shall take such factors into account when it determines what measures are necessary and appropriate to address those security concerns.
13. Any action taken in accordance with the paragraphs 10 or 11 shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.
14. Notwithstanding this Article, The Contracting Parties agree that no party will be obliged to reveal information, which may harm the national security of each of the Contracting Parties.

## ARTICLE 15

### Air Traffic Management

1. The Contracting Parties agree to cooperate closely in the field of air traffic management with a view to extending the Single European Sky to Israel in order to enhance safety and overall efficiency for general air traffic, to optimise capacities and to minimise delays. To this purpose, Israel shall be involved in the Single European Sky Committee as observer. The Joint Committee shall monitor this process of cooperation.
2. With a view to facilitating the application of the Single European Sky legislation in their territories:
  - (a) Israel shall take the necessary measures to adjust its air traffic management institutional structures to the Single European Sky, in particular by establishing a pertinent national supervisory body at least functionally independent of the air navigation service provider(s); and

- (b) The European Union shall associate Israel with relevant operational initiatives in the fields of air navigation services, airspace and interoperability that stem from the Single European Sky, in particular through appropriate coordination on SESAR.
3. (a) The Contracting Parties shall ensure that their relevant legislation, rules or procedures deliver, at minimum, the regulatory requirements and standards relating to air transport specified in Section A of Part B of Annex IV as detailed in Annex VI.
- (b) The Contracting Parties shall endeavour to act in accordance with European Union regulatory requirements and standards relating to air transport specified in Section B of Part B of Annex IV as detailed in Annex VI.

## ARTICLE 16

### Environment

1. The Contracting Parties recognise the importance of protecting the environment when developing and implementing international aviation policy.
2. The Contracting Parties acknowledge that effective global, regional, national and/or local action is needed to minimise the impact of civil aviation on the environment.
3. The Contracting Parties recognise the importance of working together, and within the framework of multilateral discussions, to consider and minimise the effects of aviation on the environment and the economy, and to ensure that any mitigating measures are fully consistent with the objectives of this Agreement.
4. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures to prevent or otherwise address the environmental impacts of air transport provided that such measures are applied without distinction as to nationality.
5. The Contracting Parties shall ensure that their relevant legislation, rules or procedures deliver, at minimum, the regulatory requirements and standards relating to air transport specified in Part C of Annex IV as detailed in Annex VI.

## ARTICLE 17

### Air Carrier Liability

1. The Contracting Parties reaffirm their obligations under the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 (the Montreal Convention).
2. The Contracting Parties shall ensure that their relevant legislation, rules or procedures deliver, at minimum, the regulatory requirements and standards relating to air transport specified in Part D of Annex IV as detailed in Annex VI.

## ARTICLE 18



## Consumer Rights and Protection of Personal Data

The Contracting Parties shall ensure that their relevant legislation, rules or procedures deliver, at minimum, the regulatory requirements and standards relating to air transport specified in Part E of Annex IV as detailed in Annex VI.

### ARTICLE 19

#### Computer Reservation Systems

The Contracting Parties shall apply their laws and regulations, including competition rules, to operations of computer reservation systems on a fair and non-discriminatory basis. The computer reservation systems, air carriers and travel agencies of one Contracting Party shall enjoy treatment equivalent to that given to the computer reservation systems, air carriers and travel agencies operating in the territory of the other Contracting Party.

### ARTICLE 20

#### Social aspects

The Contracting Parties shall ensure that their relevant legislation, rules or procedures deliver, at minimum, the regulatory requirements and standards relating to air transport specified in Part F of Annex IV as detailed in Annex VI.

TITLE III  
INSTITUTIONAL PROVISIONS

ARTICLE 21

Interpretation and Enforcement

1. The Contracting Parties shall take all appropriate measures, whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement and shall refrain from any measures which would jeopardise attainment of the objectives of this Agreement.
2. Each Contracting Party shall be responsible, in its own territory, for the proper enforcement of this Agreement and, in particular, the regulatory requirements and standards relating to air transport specified in Annex IV as detailed in Annex VI.
3. Each Contracting Party shall give the other Contracting Party all necessary information and assistance subject to the applicable law of the respective Contracting Party, in the case of investigations on possible infringements which that other Contracting Party carries out under its respective competences as provided in this Agreement.
4. Whenever the Contracting Parties act under the powers granted to them by this Agreement on matters which are of interest to the other Contracting Party and which concern the authorities or undertakings of the other Contracting Party, the competent authorities of the other Contracting Party shall be fully informed and given the opportunity to comment before a final decision is taken.

ARTICLE 22

The Joint Committee

1. A committee composed of representatives of the Contracting Parties (hereinafter referred to as the Joint Committee) is hereby established, which shall be responsible for the administration of this Agreement and shall ensure its proper implementation. For this purpose it shall make recommendations and take decisions in the cases provided for in this Agreement.
2. The decisions of the Joint Committee shall be adopted by consensus and shall be binding upon the Contracting Parties. They will be put into effect by the Contracting Parties in accordance with their own rules.
3. The Joint Committee shall adopt its Rules of Procedure.
4. The Joint Committee shall meet as and when necessary, and at least once a year. Either Contracting Party may request the convening of a meeting.
5. A Contracting Party may also request a meeting of the Joint Committee to seek to resolve any question relating to the interpretation or application of this Agreement. Such a meeting

shall begin at the earliest possible date, but not later than two months from the date of receipt of the request, unless otherwise agreed by the Contracting Parties.

6. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Contracting Party, shall hold consultations within the Joint Committee.
7. If, in the view of one of the Contracting Parties, a decision of the Joint Committee is not properly implemented by the other Contracting Party, the former may request that the issue be discussed by the Joint Committee. If the Joint Committee cannot solve the issue within two months of its referral, the requesting Contracting Party may take appropriate safeguard measures under Article 24 (Safeguard Measures).
8. The decisions of the Joint Committee shall state the date of its implementation in the Contracting Parties and any other information likely to concern economic operators.
9. Without prejudice to paragraph 2, if the Joint Committee does not take a decision on an issue which has been referred to it within six months of the date of referral, the Contracting Parties may take appropriate temporary safeguard measures under Article 24 (Safeguard Measures).
10. The Joint Committee shall examine questions relating to bilateral investments of majority participation, or changes in the effective control of air carriers of the Contracting Parties.
11. The Joint Committee shall also develop cooperation by:
  - (a) carrying out its specific tasks in relation to the process of regulatory cooperation, as set out in Title II of this Agreement;
  - (b) fostering expert-level exchanges on new legislative or regulatory initiatives and developments, including in the fields of security, safety, the environment, aviation infrastructure (including slots), competitive environment and consumer protection;
  - (c) regularly examining the social effects of the Agreement as it is implemented, notably in the area of employment, and developing appropriate responses to concerns found to be legitimate;
  - (d) agreeing, on the basis of consensus, proposals, approaches or documents of a procedural nature directly related to the functioning of this Agreement; and
  - (e) considering potential areas for the further development of this Agreement, including the recommendation of amendments to this Agreement.
  - (f) addressing the application of section A.1 of Annex IV (list of air carriers subject to an operating ban).
12. The Parties share the goal of maximising the benefits for consumers, air carriers, labour, and communities on both sides by extending this Agreement to include third countries. To

this end, the Joint Committee shall work to develop a proposal regarding the conditions and procedures, including any necessary amendments to this Agreement, which would be required for third countries to accede to this Agreement.

## ARTICLE 23

### Dispute Resolution and Arbitration

1. Either Contracting Party may refer through diplomatic channels, to the Association Council established under the Association Agreement, any dispute relating to the application or interpretation of this Agreement, having not been resolved in accordance with Article 22 (The Joint Committee). For the purposes of this Article, the Association Council established under the Association Agreement shall act as Joint Committee.
2. The Association Council may settle the dispute by means of a decision.
3. The Contracting Parties shall take the necessary measures to implement the decision referred to in paragraph 2.
4. Should the Contracting Parties be unable to settle the dispute in accordance with paragraph 2, the dispute shall, at the request of either Contracting Party, be submitted to an arbitration tribunal of three arbitrators in accordance with the procedure laid down hereafter:
  - (a) each Contracting Party shall appoint an arbitrator within sixty (60) days from the date of reception of the notification for the request for arbitration by the arbitration tribunal addressed by the other Contracting Party through diplomatic channels; the third arbitrator should be appointed by the Contracting Parties within sixty (60) additional days. If one of the Contracting Parties has not appointed an arbitrator within the agreed period, or if the third arbitrator is not appointed within the agreed period, each Contracting Party may request the President of the Council of the ICAO to appoint an arbitrator or arbitrators, whichever is applicable;
  - (b) the third arbitrator appointed under the terms of paragraph a) above should be a national of a third State having diplomatic relations with each of the Contracting Parties at the time of appointment, and shall act as a President of the arbitration tribunal;
  - (c) the arbitration tribunal shall agree its rules of procedure; and
  - (d) subject to the final decision of the arbitration tribunal, the expenses of the arbitration shall be shared equally by the Contracting Parties.
5. At the request of a Contracting Party the arbitration tribunal may order the other Contracting Party to implement interim relief measures pending the arbitration tribunal's final decision.

6. The arbitration tribunal shall seek to adopt any provisional decision or final decision by consensus. Where consensus is not possible, the arbitration tribunal shall adopt its decisions by majority voting.
7. If one of the Contracting Parties does not act in conformity with a decision of the arbitration tribunal taken under the terms of this Article within thirty (30) days from the notification of the aforementioned decision, the other Contracting Party may, for as long as this failure endures, limit, suspend or revoke the rights or privileges which it had granted under the terms of this Agreement to the Contracting Party at fault.

## ARTICLE 24

### Safeguard Measures

1. The Contracting Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall see to it that the objectives set out in this Agreement are attained.
2. If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under this Agreement, it may take appropriate measures. Safeguard measures shall be restricted with regard to their scope and duration to what is strictly necessary in order to remedy the situation or maintain the balance of this Agreement. Priority shall be given to such measures which will least disturb the functioning of this Agreement.
3. A Contracting Party which is considering taking safeguard measures shall notify the other Contracting Party through the Joint Committee and shall provide all relevant information.
4. The Contracting Parties shall immediately enter into consultations in the Joint Committee with a view to finding a commonly acceptable solution.
5. Without prejudice to Articles 3(1)(d) (Authorisation) and 4(1)(d) (Refusal, Revocation, Suspension or Limitation of Authorisation) and Articles 13 (Aviation Safety) and 14 (Aviation Security), the Contracting Party concerned may not take safeguard measures until one month has elapsed after the date of notification under paragraph 3, unless the consultation procedure under paragraph 4 has been concluded before the expiration of the stated time limit.
6. The Contracting Party concerned shall, without delay, notify the measures taken to the Joint Committee and shall provide all relevant information.
7. Any action taken under the terms of this Article shall be suspended, as soon as the Contracting Party at fault satisfies the provisions of this Agreement.

## ARTICLE 25

### Geographic Extension of the Agreement

The Contracting Parties commit to conduct a continuous dialogue to ensure the coherence of this Agreement with the Barcelona process, and they aim, as their ultimate goal, at a Common Euro-

Mediterranean Aviation Area. Therefore, the possibility of mutually agreeing upon amendments to take into account similar Euro-Mediterranean aviation agreements shall be discussed within the Joint Committee in accordance with Article 22(11) (The Joint Committee).

## ARTICLE 26

### Relationship to Other Agreements

1. The provisions of this Agreement supersede the relevant provisions of existing bilateral agreements and arrangements between Israel and the Member States. However, notwithstanding any term of this Agreement, existing traffic rights, security arrangements which originate from these bilateral agreements or other arrangements which are not covered under this Agreement, or which are more favourable, can continue to be exercised. As far as air carriers are concerned, such rights and arrangements can continue to be exercised by:
  - (a) Air carriers of the European Union, provided that there is no discrimination in the execution of these existing rights or other arrangements between air carriers of the European Union on the basis of nationality.
  - (b) Air carriers of the State of Israel.
2. If the Contracting Parties become parties to a multilateral agreement, or endorse a decision adopted by the ICAO or another international organisation, that addresses matters covered by this Agreement, they shall consult in the Joint Committee to determine whether this Agreement should be revised to take into account such developments.
3. This Agreement shall be without prejudice to any decision by the two Contracting Parties to implement future recommendations that may be made by the ICAO. The Contracting Parties shall not cite this Agreement, or any part of it, as the basis for opposing consideration in the ICAO of alternative policies on any matter covered by this Agreement.
4. The Contracting Parties agree that there will be no restriction or prevention to conclude, in the future, security arrangements between the Government of the State of Israel and each Government of the Member States of the European Union in security areas that fall outside the scope of the exclusive competence of the EU. However, the Contracting Parties agree (i) to privilege, when possible and in accordance with paragraph 5 of Article 14, the conclusion of Security arrangement at the EU level, and (ii) to provide the Joint Committee with the relevant information concerning those bilateral security arrangements, subject to Article 14 (Aviation Security), paragraph 14.

## ARTICLE 27

### Amendments

1. If one of the Contracting Parties wishes to revise the provisions of this Agreement, it shall notify the Joint Committee accordingly. The amendment to this Agreement shall enter into force in accordance with Article 30.

2. The Joint Committee may, upon the proposal of one Contracting Party and in accordance with this Article, decide to modify the Annexes of this Agreement.
3. This Agreement shall be without prejudice to the right of each Contracting Party, subject to compliance with the principle of non-discrimination and the provisions of this Agreement to unilaterally adopt new legislation or amend its existing legislation in the field of air transport mentioned in Annex IV, with respect to the principle of non-discrimination and in accordance with the provisions of this Agreement.
4. When new legislation or amendment to its existing legislation in the field of air transport mentioned in Annex IV is being considered by one of the Contracting Parties, it shall inform the other Contracting Party as appropriate and possible. Providing such information and, at the request of one of the Contracting Parties, a preliminary exchange of views may take place in the Joint Committee.
5. Each Contracting Party shall regularly and as soon as appropriate inform the other Contracting Party of newly adopted legislation or amendment to its existing legislation in the field of air transport mentioned in Annex IV. Providing such information may take place in the Joint Committee. Upon the request of any Contracting Party, the Joint Committee shall within sixty days hold an exchange of views on the implications of such new legislation or amendment for the proper functioning of this Agreement.
6. In order to safeguard the proper functioning of this Agreement, the Joint Committee shall:
  - (a) adopt a decision revising Annexes IV and/or VI of this Agreement so as to integrate therein, if necessary on a basis of reciprocity, the new legislation or amendment in question; or
  - (b) adopt a decision to the effect that the new legislation or amendment in question shall be regarded as in accordance with this Agreement; or
  - (c) decide any other measures, to be adopted within a reasonable period of time, regarding the new legislation or amendment in question.

## ARTICLE 28

### Termination

1. This Agreement is concluded for an unlimited period.
2. Either Party may, at any time, give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the ICAO. This Agreement shall terminate at midnight GMT at the end of the IATA traffic season in effect one year following the date of written notification of termination, unless the notice is withdrawn by agreement of the Contracting Parties before the expiry of this period.

## ARTICLE 29

Registration with the International Civil Aviation Organisation  
and the United Nations Secretariat

This Agreement and all amendments thereto shall be registered with the ICAO and with the UN Secretariat.

ARTICLE 30

Application and Entry into force

1. This Agreement shall be applied provisionally, in accordance with the national laws of the Contracting Parties, as of the date of its signature by the Contracting Parties.
2. This Agreement shall enter into force one month after the date of the last note in an exchange of diplomatic notes between the Contracting Parties confirming that all necessary procedures for entry into force of this Agreement have been completed. For purposes of this exchange, Israel shall deliver to the General Secretariat of the Council of the European Union its diplomatic note to the European Union and its Member States, and the General Secretariat of the Council of the European Union shall deliver to Israel the diplomatic note from the European Union and its Member States. The diplomatic note from the European Union and its Member States shall contain communications from each Member State confirming that its necessary procedures for entry into force of this Agreement have been completed.

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

Done at ..... on the ..... day of ..... in the year ....., which corresponds to the \_\_\_\_\_ day of \_\_\_\_\_ 577\_ in the Hebrew calendar, in duplicate, in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish, Swedish and Hebrew languages, each text being equally authentic.



**AGREED SERVICES AND SPECIFIED ROUTES**

1. This Annex is subject to the transitional provisions contained in Annex II of this Agreement.
2. Each Contracting Party grants to the air carriers of the other Contracting Party the rights to provide air transport services on the routes specified hereunder:
  - (a) For air carriers of the European Union:

Points in the European Union – one or more intermediate points in Euromed<sup>1</sup> countries, ECAA countries<sup>2</sup> or countries listed in Annex III – one or more points in Israel;
  - (b) For air carriers of Israel:

Points in Israel – one or more intermediate points in Euromed countries, ECAA countries or countries listed in Annex III – one or more points in the European Union.
3. The services operated, according to paragraph 2 of this Annex, shall originate or terminate in the territory of Israel, for Israeli air carriers, and in the territory of the European Union, for European Union air carriers.
4. The air carriers of each Contracting Party may on any or all flights and at their option:
  - (a) operate flights in either or both directions;
  - (b) combine different flight numbers within one aircraft operation;
  - (c) serve intermediate points as specified in paragraph 2 of this Annex and points in the territories of the Contracting Parties in any combination and in any order;
  - (d) omit stops at any point or points;
  - (e) transfer traffic from any of its aircraft to any of its other aircraft at any point;

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<sup>1</sup> "EUROMED" countries are Morocco, Algeria, Tunisia, Libya, Egypt, Lebanon, Jordan, Israel, the Palestinian Territory, Syria and Turkey.

<sup>2</sup> "ECAA countries" are the countries which are parties to the Multilateral Agreement establishing a European Common Aviation Area: Member States of the European Union, the Republic of Albania, Bosnia and Herzegovina, the Republic of Croatia, the former Yugoslav Republic of Macedonia, the Republic of Iceland, the Republic of Montenegro, the Kingdom of Norway, the Republic of Serbia and Kosovo under UN Security Council Resolution 1244.

- (f) make stopovers at any points whether within or outside the territory of either Contracting Party, without prejudice to Article 2 (2) ( Traffic Rights) of this Agreement;
  - (g) carry transit traffic through the other Contracting Party's territory; and
  - (h) combine traffic on the same aircraft regardless of where such traffic originates.
5. Each Contracting Party shall allow each air carrier to determine the frequency and capacity of the international air transport it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the air carriers of the other Contracting Party, except for customs, technical, operational, environmental or health protection reasons or in application of Article 7 (Competitive Environment) of this Agreement.
6. The air carriers of each Contracting Party may serve, including within the framework of code share arrangements, any points located in a third country that is not included on the specified routes, provided that they do not exercise fifth freedom rights.
7. Notwithstanding any other provisions of this Annex, this Agreement does not grant any rights allowing the conduct of international air transport to / from/ through the territory of a third country that does not have diplomatic relations with all the Contracting Parties.
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TRANSITIONAL PROVISIONS

1. Notwithstanding paragraphs 2 and 3 of this Annex, all rights, including traffic rights, and more beneficial treatments already granted by bilateral agreements or arrangements between Israel and Member States of the European Union existing as of the date of signature of this Agreement shall continue to be exercised in accordance with the provisions of Article 3 (Authorisation) of this Agreement. As far as air carriers are concerned, such rights and arrangements can continue to be exercised by:
  - (a) Air Carriers of the European Union, provided that there is no discrimination in the execution of these existing rights or other arrangements between air carriers of the European Union on the basis of nationality.
  - (b) Air Carriers of the State of Israel.
  
2. For passenger, cargo and/or mail services, separately or in combination, air carriers of Israel and of the Member States of the European Union shall be entitled to exercise 3rd and 4th freedom rights on the specified routes subject to the following transitional provisions:
  - (a) From the date of signature of this Agreement and for scheduled air services only:
    - i. For each route, except for those specified in Annex V, authorised air carriers shall be entitled to operate the number of weekly frequencies available under the respective bilateral agreements or arrangements applicable or seven (7) weekly frequencies, whichever is the highest; and
    - ii. For the routes specified in Annex V, authorised air carriers shall be entitled to operate the number of weekly frequencies as specified in Annex V.

From the date of signature of this Agreement, there will be no limitations regarding the number of authorised air carriers per route for each of the Contracting Parties.
  - (b) From the first day of the first summer IATA season following the date of signature of this Agreement and for scheduled air services only, authorised air carriers shall be entitled to operate:
    - i. For the routes specified in Part A of Annex V to this Agreement, three (3) additional weekly frequencies in relation to the number of weekly frequencies specified in Part A of Annex V; and
    - ii. For any other route, including for the routes specified in part B of Annex V, seven (7) additional weekly frequencies in relation to the number of weekly frequencies resulting from the application of paragraph a) i. and a) ii above.
  - (c) From the first day of the second summer IATA season following the date of signature of this Agreement and for scheduled air services only, authorised air carriers shall be entitled to operate:

- i. For the routes specified in Part A of Annex V to this Agreement, three (3) additional weekly frequencies in relation to the number of weekly frequencies resulting from the application of paragraph b) i. above; and
  - ii. For any other route, including for the routes specified in part B of Annex V, seven (7) additional weekly frequencies in relation to the number of weekly frequencies resulting from the application of paragraph b) ii. above
- (d) Subject to paragraph 4 below, from the first day of the third summer IATA season following the date of signature of this Agreement and for scheduled air services only, authorised air carriers shall be entitled to operate:
  - i. For the routes specified in Part A of Annex V to this Agreement, four (4) additional weekly frequencies in relation to the number of weekly frequencies resulting from the application of paragraph c) i. above; and
  - ii. For any other route, including for the routes specified in part B of Annex V, seven (7) additional weekly frequencies in relation to the number of weekly frequencies resulting from the application of paragraph c) ii. above.
- (e) From the first day of the fourth summer IATA season following the date of signature of this Agreement and for scheduled air services only, authorised air carriers shall be entitled to operate:
  - i. For the routes specified in Part A of Annex V to this Agreement, four (4) additional weekly frequencies in relation to the number of weekly frequencies resulting from the application of paragraph d) i. above; and
  - ii. For any other route, including for the routes specified in part B of Annex V, seven (7) additional weekly frequencies in relation to the number of weekly frequencies resulting from the application of paragraph d) ii. above.
- (f) From the first day of the fifth summer IATA season following the date of signature of this Agreement, the provisions of Annex I shall apply and the air carriers of both Contracting Parties shall be entitled to operate freely 3rd and 4th freedom rights on the specified routes without any limitation regarding the capacity, the weekly frequencies or the regularity of the service.

3. With regard to the non-scheduled air services:

- (a) From the date of signature of this Agreement, operations of non-scheduled air services shall continue to remain subject to approval from the relevant authorities of the Contracting Parties, which will favourably consider such request, and
- (b) From the date specified in paragraph 2.f) above, the provisions of Annex I shall apply and the air carriers of both Contracting Parties shall be entitled to operate freely 3rd and 4th freedom rights on the specified routes without any limitation regarding the capacity, the weekly frequencies, the number of authorised air carriers or the regularity of the service.

4. Prior to the date specified in paragraph 2.d) of this Annex, the Joint Committee shall meet to review the implementation of this Agreement and to assess the commercial impact of the first two stages of the transitional period described in this Annex. On the basis of such an assessment, and without prejudice to its competence in accordance with Article 22 of this Agreement, the Joint Committee may decide by consensus:
  - (a) to delay, for a mutually agreed period of time, which shall not exceed two years, the implementation of paragraphs 2.d), 2.e) and 2.f) on certain routes, in case the above mentioned assessment determines either the circumvention of restrictions imposed on scheduled air services through the operations of non-scheduled air services or the existence of a substantial imbalance of the volume of traffic carried by the air carriers of the Contracting Parties that could endanger the preservation of the air services; or
  - (b) to increase the number of additional frequencies specified in paragraphs 2.d) i. and 2.e) i.

If the Joint Committee is not able to reach an agreement, a Contracting Party may take appropriate safeguard measures under Article 24 of this Agreement (Safeguard Measures).

5. The implementation and application by Israel of the regulatory requirements and standards which are delivered in European Union legislation relating to air transport mentioned in Annex IV shall be validated by a decision of the Joint Committee on the basis of an evaluation by the European Union. Such an evaluation shall be conducted at the earliest of:
  - (i) the date on which Israel notifies the Joint Committee of its fulfilment of the harmonisation process based on Annex IV of this Agreement, or
  - (ii) three years after the entry into force of this Agreement.
6. Notwithstanding the provisions of Annex I, and without prejudice to Article 26(1) of this Agreement and paragraph 1 of this Annex, until the moment of the adoption of the decision referred to in paragraph 5 of this Annex, the air carriers of the Contracting Parties shall not have the right to exercise fifth freedom rights, including between points within the territory of the European Union, when operating the agreed services on the specified routes.

LIST OF OTHER STATES REFERRED TO IN ARTICLES 3, 4 AND 8 OF THE AGREEMENT  
AND IN ANNEX I

1. The Republic of Iceland (under the Agreement on the European Economic Area)
  2. The Principality of Liechtenstein (under the Agreement on the European Economic Area)
  3. The Kingdom of Norway (under the Agreement on the European Economic Area)
  4. The Swiss Confederation (under the Air Transport Agreement between the European Community and the Swiss Confederation)
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**RULES RELATING TO CIVIL AVIATION**

The equivalent regulatory requirements and standards of European Union legislation referred to in this Agreement shall be delivered on the basis of the following acts. Where necessary, specific adaptations for each individual act are set out hereafter. The equivalent regulatory requirements and standards shall be applicable in accordance with Annex VI unless otherwise specified in this Annex or in Annex II on Transitional Provisions.

**A. AVIATION SAFETY**

**A.1 List of air carriers subject to an operating ban**

Israel shall, at the earliest possible, take measures corresponding to those taken by the EU Member States on the basis of the list of air carriers which are subject to an operating ban due to safety reasons.

The measures will be taken according to the relevant rules regarding the establishment and publication of a list of air carriers which are subject to an operating ban and the information requirements to air passengers of the identity of the air carrier operating the flights on which they travel, established in the following EU legislation:

No 2111/2005

Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC

Relevant provisions: Articles 1 to 13, Annex

No 473/2006

Commission Regulation (EC) No 473/2006 of 22 March 2006 laying down implementing rules for the Community list of air carriers which are subject to an operating ban within the Community referred to in Chapter II of Regulation (EC) No 2111/2005 of the European Parliament and of the Council

Relevant provisions: Articles 1 to 6, Annexes A to C

No 474/2006

Commission Regulation (EC) No 474/2006 of 22 March 2006 establishing the Community list of air carriers which are subject to an operating ban within the Community referred to in Chapter II of Regulation (EC) No 2111/2005 of the European Parliament and of the Council

as regularly amended by Commission Regulations

Relevant provisions: Articles 1 to 3, Annexes A to B

In case a measure raises serious concerns for Israel, Israel may suspend its application and shall, without undue delay, refer the matter to the Joint Committee pursuant to Article 22(11)(f) of this Agreement.

## **A.2 Accident/incident investigation and occurrence reporting**

A.2.1: No 996/2010

Regulation (EU) No 996/2010 of the European Parliament and of the Council of 20 October 2010 on the investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC

Relevant provisions: Articles 1-5, 8-18(2), 20-21, 23, Annex

A.2.2: No 2003/42

Directive 2003/42/EC of the European Parliament and of the Council of 13 June 2003 on occurrence reporting in civil aviation

Relevant provisions: Articles 1-6, 8-9

## **B. AIR TRAFFIC MANAGEMENT**

### **BASIC REGULATIONS**

#### **Section A:**

B.1: No 549/2004

Regulation (EC) No 549/2004 of the European Parliament and of the Council of 10 March 2004 laying down the framework for the creation of the single European sky (the framework Regulation)

Relevant provisions: Articles 1 (1)-1(3), 2, 4(1)- 4(4), 9-10, 11(1)-(2), 11(3)(b), 11(3)(d), 11(4)-(6), 13

B.2: No 550/2004

Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single European sky (the service provision Regulation)

Relevant provisions: Articles 2(1) to 2(2), 2(4) to 2(6), 4, 7(1)-(2), 7(4)-(5), 7(7), 8(1), 8(3)-(4), 9, 10-11, 12(1)-(4), 18(1)-(2), Annex II

B.3: No 551/2004

Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 on the organisation and use of the airspace in the single European sky (the airspace Regulation)



Relevant provisions: Articles 1, 3a, 4, 6(1)-(5), 6(7), 7(1), 7(3), 8

B.4: No 552/2004

Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network (the interoperability Regulation)

Relevant provisions: Articles 1 to 3, 4 (2), 5 to 6a, 7(1), 8, Annexes I to V

Regulations No 549/2004 to 552/2004 amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009 amending Regulations (EC) No 549/2004, (EC) No 550/2004, (EC) No 551/2004 and (EC) No 552/2004 in order to improve the performance and sustainability of the European aviation system

B.5: Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, and repealing Council Directive 91/670/EEC, Regulation (EC) No 1592/2002 and Directive 2004/36/EC

as amended by Regulation (EC) No 1108/2009 of the European Parliament and of the Council of 21 October 2009 amending Regulation (EC) No 216/2008 in the field of aerodromes, air traffic management and air navigation services and repealing Directive 2006/23/EC

Relevant provisions: Articles 3, 8b(1)-(3), 8b(5)-(6), 8c(1)-(10), Annex Vb

## **Section B:**

B.2: No 550/2004

Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single European sky (the service provision Regulation)

Relevant provisions: Articles 2(3), 7(6), 7(8), 8(2), 8(5), 9a(1) to 9a(5), 13

B.3: No 551/2004

Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 on the organisation and use of the airspace in the single European sky (the airspace Regulation)

Relevant provisions: Article 3, 6(6)

Regulations No 549/2004 to 552/2004 amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009 amending Regulations (EC) No 549/2004, (EC) No 550/2004, (EC) No 551/2004 and (EC) No 552/2004 in order to improve the performance and sustainability of the European aviation system

B.5: Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, and repealing Council Directive 91/670/EEC, Regulation (EC) No 1592/2002 and Directive 2004/36/EC

as amended by Regulation (EC) No 1108/2009 of the European Parliament and of the Council of 21 October 2009 amending Regulation (EC) No 216/2008 in the field of aerodromes, air traffic management and air navigation services and repealing Directive 2006/23/EC

Relevant provisions: Articles 8b(4), 8c(10), Annex Vb(4)

## IMPLEMENTING RULES

The following acts will be applicable and relevant unless otherwise specified in Annex VI with respect to the equivalent regulatory requirements and standards relating to the "Basic Regulations":

Framework (Regulation (EC) No 549/2004)

- Commission Regulation (EU) No 691/2010 of 29 July 2010 laying down a performance scheme for air navigation services and network functions and amending Regulation (EC) No 2096/2005 laying down common requirements for the provision of air navigation service

Service provision (Regulation (EC) No 550/2004)

- Commission Regulation (EC) N° 482/2008 of 30 May 2008 establishing a software safety assurance system to be implemented by air navigation service providers and amending Annex II to Regulation (EC) N° 2096/2005

Airspace (Regulation (EC) No 551/2004)

- Commission Regulation (EU) No 255/2010 of 25 March 2010 laying down common rules on air traffic flow management
- Commission Regulation (EC) No 730/2006 of 11 May 2006 on airspace classification and access of flights operated under visual flight rules above flight level 195
- Commission Regulation (EC) No 2150/2005 of 23 December 2005 laying down common rules for the flexible use of airspace

Interoperability (Regulation (EC) No 552/2004)

- Commission Regulation (EU) No 677/2011 of 7 July 2011 laying down detailed rules for the implementation of air traffic management (ATM) network functions and amending Regulation (EU) No 691/2010

- Commission Regulation (EU) No 929/2010 of 18 October 2010 amending Regulation (EC) No 1033/2006 as regards the ICAO provisions referred to in Article 3(1)
- Commission Regulation (EU) N° 73/2010 of 26 January 2010 laying down requirements on the quality of aeronautical data and aeronautical information for the single European sky
- Commission Regulation (EC) No 262/2009 of 30 March 2009 laying down requirements for the coordinated allocation and use of Mode S interrogator codes for the single European sky
- Commission Regulation (EC) N° 633/2007 of 7 June 2007 laying down requirements for the application of a flight message transfer protocol used for the purpose of notification, coordination and transfer of flights between air traffic control units
- Commission Regulation (EC) No 1033/2006 of 4 July 2006 laying down the requirements on procedures for flight plans in the pre-flight phase for the single European sky
- Commission Regulation (EC) No 1032/2006 of 6 July 2006 laying down requirements for automatic systems for the exchange of flight data for the purpose of notification, coordination and transfer of flights between air traffic control units]

ATM/ANS requirements stemming from Regulation 216/2008 as amended by Regulation 1108/2009

- Commission Regulation (EC) N° 805/2011 of 10 August 2011 laying down detailed rules for air traffic controllers' licences and certain certificates pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council
- Commission Implementing Regulation (EU) No 1034/2011 of 17 October 2011 on safety oversight in air traffic management and air navigation services and amending Regulation (EU) No 691/2010
- Commission Implementing Regulation (EU) No 1035/2011 of 17 October 2011 laying down common requirements for the provision of air navigation services and amending Regulations (EC) No 482/2008 and (EU) No 691/2010

## C. ENVIRONMENT

C.1: No 2002/30

Directive 2002/30/EC of the European Parliament and of the Council of 26 March 2002 on the establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at Community airports

As amended or adapted by the 2003 Act of Accession and the 2005 Act of Accession

Relevant provisions: Articles 3 to 5, 7, 9-10, 11(2), 12, Annex II(1)-(3)

C.2: No 2006/93

Directive 2006/93/EC of the European Parliament and of the Council of 12 December 2006 on the regulation of the operation of aeroplanes covered by Part II, Chapter 3 , Volume 1 of Annex 16 to the Convention on International Civil Aviation, second edition (1988)

Relevant provisions: Articles 1 to 3, 5

#### D. AIR CARRIER LIABILITY

D.1: No 2027/97

Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents

as amended by:

- Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97

Relevant provisions: Articles 2(1)(a), 2(1)(c)-(g), 3 to 6

#### E. CONSUMER RIGHTS AND PROTECTION OF PERSONAL DATA

E.1: No 90/314

Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours

Relevant provisions: Articles 1-4(2), 4(4)-(7), 5-6.

E.2: No 95/46

Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data

Relevant provisions: Articles 1 to 34

E.3: No 261/2004

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91

Relevant provisions: Articles 1 to 16

E.4: No 1107/2006

Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air

Relevant provisions: Articles 1(1), 2 to 16, Annexes I to II

## F. SOCIAL ASPECTS

F.1: No 2000/79

Council Directive 2000/79/EEC of 27 November 2000 concerning the European agreement on the organisation of working time of mobile workers in civil aviation concluded by the Association of European Airlines (AEA), the European Transport Workers' Federation (ETF), the European Cockpit Association (ECA), the European Regions Airline Association (ERA) and the International Air Carrier Association (IACA)

Relevant provisions: Clause 1(1) and Clauses 2 to 9 of the Annex

**Part A: Agreed Base Frequencies in certain routes which equals to or are higher than 14**

| Type of Service | Routes                     |                | Existing number of weekly frequencies                                   |
|-----------------|----------------------------|----------------|---|
| Passenger       | Vienna                     | Tel-Aviv (TLV) | For the first carrier: 14<br>For the second and ss. carriers: 3         |
| Passenger       | Paris<br>(CDG - ORY - BVA) | Tel-Aviv (TLV) | For the first carrier: unlimited;<br>For the second and ss. carriers: 7 |
| Passenger       | Frankfurt                  | Tel-Aviv (TLV) | 14  |
| Passenger       | Athens                     | Tel-Aviv (TLV) | 14  |
| Passenger       | Rome                       | Tel-Aviv (TLV) | 25  |
| Passenger       | Madrid                     | Tel-Aviv (TLV) | 21  |
| Pax/All Cargo   | London<br>(LHR)            | Tel-Aviv (TLV) | For the first two carriers: unlimited                                   |

**Part B: Agreed Base Frequencies in certain routes which are higher than 7 but below 14**

| Type of Service | Routes    |                | Existing Capacity (Weekly Frequencies) |
|-----------------|-----------|----------------|--|
| Passenger       | Milan     | Tel-Aviv (TLV) | 13                                     |
| Passenger       | Berlin    | Tel-Aviv (TLV) | 11                                     |
| Passenger       | Barcelona | Tel-Aviv (TLV) | 10                                     |
| Passenger       | Munich    | Tel-Aviv (TLV) | 10                                     |
|                 |           |                |  |

**REGULATORY REQUIREMENTS AND STANDARDS**

**THAT SHALL BE MET WHEN APPLYING THE EU LEGISLATION LISTED IN ANNEX IV OF THE EU-ISRAEL EURO-MEDITERRANEAN AVIATION AGREEMENT**

***Disclaimer: Nothing in this Annex shall prejudice the application of EU law within the EU.***

**PART A.2: Accident/incident investigation and occurrence reporting**

**A.2.1: Regulation (EU) No 996/2010 of the European Parliament and of the Council of 20 October 2010**

**on the investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC**

| <b>Article No.</b> | <b>Standard No.<br/>(Part/Leg#/Art#/Standard#)</b> | <b>Standard</b>   |
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| 1                  | A2.1.1.1   | Regulation No 996/2010 aims to improve aviation safety by ensuring a high level of efficiency, expediency, and quality of civil aviation safety investigations, the sole objective of which is the prevention of future accidents and incidents without apportioning blame or liability. It also provides for rules concerning the timely availability of information relating to all persons and dangerous goods on board an aircraft involved in an accident. It also aims to improve the assistance to the victims of air accidents and their relatives. |
| 2                  | A2.1.2.1   | The Definitions in Article 2 of Regulation No 996/2010 shall apply to the standards and requirements relating to the investigation and prevention of accidents and incidents in civil aviation specified in this Annex, as applicable and appropriate.  |
| 3                  | A2.1.3.1   | The standards and regulatory requirements specified in this Annex shall apply to safety investigations into accidents and serious incidents, which are conducted by the Contracting Parties, according to international   |

| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard  |
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|             |  | standards and recommended practices.  |
| 4(1)        | A2.1.4.1                                   | The Contracting Parties shall ensure that safety investigations are conducted or supervised, without external interference, by a permanent national civil aviation safety investigation authority (safety investigation authority) capable of independently conducting a full safety investigation, either on its own or through agreements with other safety investigation authorities   |
| 4(2)        | A2.1.4.2                                   | The safety investigation authority shall be functionally independent in particular of aviation authorities responsible for airworthiness, certification, flight operation, maintenance, licensing, air traffic control or aerodrome operation and, in general, of any other party or entity the interests or missions of which could conflict with the task entrusted to the safety investigation authority or influence its objectivity. |
| 4(3)        | A2.1.4.3                                   | The safety investigation authority shall, in the conduct of the safety investigation, neither seek nor take instructions from anybody and shall have unrestricted authority over the conduct of the safety investigations.  |
| 4(4)        | A2.1.4.4                                   | The activities entrusted to the safety investigation authority may be extended to the gathering and analysis of aviation safety related information, in particular for accident prevention purposes, in so far as these activities do not affect its independence and entail no responsibility in regulatory, administrative or standards matters.  |
| 4(5)        | A2.1.4.5                                   | In order to inform the public of the general aviation safety level, a safety review shall be published annually at national level. In this analysis, the sources of confidential information shall not be revealed.   |
| 4(6)        | A2.1.4.6                                   | The safety investigation authority shall be given by the respective Contracting Party the means required to carry out its responsibilities independently and shall be able to obtain sufficient resources to do so.   |



| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard  |
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| 5(1)-(3)    | A2.1.5.1                                   | The Contracting Party must investigate every accident or serious incident, which Annex 13 to the Convention state that it's mandatory to investigate it.  |
| 5(4)        | A2.1.5.4                                   | Safety investigation authorities may decide to investigate incidents other than those referred to in Annex 13 to the Convention, when they expect to draw safety lessons from them.   |
| 5(5)        | A2.1.5.5                                   | All safety investigations shall in no case be concerned with apportioning blame or liability. They shall be independent of, separate from and without prejudice to any judicial or administrative proceedings to apportion blame or liability.  |
| 8           | A2.1.8.1                                   | <p>The safety investigation authority may, provided that the requirement of no conflict of interest is satisfied, invite the national civil aviation authority, within the scope of its competence, to appoint a representative to participate as an adviser to the investigator-in-charge in any safety investigation the safety investigation authority is responsible for under the control and at the discretion of the investigator-in-charge.</p> <p>The national civil aviation authorities shall support the investigation in which they participate by supplying the requested information. In addition, they shall provide advisers and their equipment to the safety investigation authority in charge where relevant.</p> |
| 9(1)        | A2.1.9.1                                   | Any person involved who has knowledge of the occurrence of an accident or serious incident shall notify without delay the competent safety investigation authority of the State of Occurrence thereof.  |
| 9(2)        | A2.1.9.2                                   | The safety investigation authority shall notify without delay the International Civil Aviation Organization (ICAO) and third countries concerned in accordance with the international standards and recommended practices of the occurrence of all accidents and serious incidents of which it has been notified. It shall also notify the European Commission and EASA in case the accident or serious incident involves an aircraft registered, operated, manufactured or certified in the EU.  |

| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard   |
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| 10(1)       | A2.1.10.1                                  | Upon receipt of the notification of the occurrence of an accident or serious incident from third country, the Contracting Party which are the State of Registry, the State of the Operator, the State of Design and the State of Manufacture shall, as soon as possible, inform the third country in the territory of which the accident or serious incident occurred whether they intend to appoint an accredited representative in accordance with the international standards and recommended practices. Where such an accredited representative is appointed, his or her name and contact details shall also be provided, as well as the expected date of arrival if the accredited representative intends to travel to the country which sent the notification. |
| 10(2)       | A2.1.10.2                                  | Accredited representatives for the State of Design shall be appointed by the safety investigation authority of the Contracting Party in the territory of which the principal place of business of the certificate holder for the type design of the aircraft or power plant is located.  |
| 11(1)       | A2.1.11.1                                  | Upon his or her appointment by a safety investigation authority and notwithstanding any judicial investigation, the investigator-in-charge shall have the authority to take the necessary measures to satisfy the requirements of the safety investigation.  |
| 11(2)       | A2.1.11.2                                  | Notwithstanding any confidentiality obligations under relevant legislation of the Contracting Party, the investigator-in-charge shall in particular be entitled to: <ul style="list-style-type: none"> <li>(a) have immediate unrestricted and unhampered access to the site of the accident or incident as well as to the aircraft, its contents or its wreckage;</li> <li>(b) ensure an immediate listing of evidence and controlled removal of debris, or components for examination or analysis purposes;</li> <li>(c) have immediate access to and control over the flight recorders, their contents and any other relevant</li> </ul>  |

| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard   |
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|             |  | <p>recordings;</p> <p>(d) request, according to the applicable legislation of the Contracting Party, and contribute to, a complete autopsy examination of the bodies of the fatally injured persons and to have immediate access to the results of such examinations or of tests made on samples taken;</p> <p>(e) request, according to the applicable legislation of the Contracting Party, the medical examination of the people involved in the operation of the aircraft or request tests to be carried out on samples taken from such people and to have immediate access to the results of such examinations or tests;</p> <p>(f) to call and examine witnesses and to require them to furnish or produce information or evidence relevant to the safety investigation;</p> <p>(g) have free access to any relevant information or records held by the owner, the certificate holder of the type design, the responsible maintenance organisation, the training organisation, the operator or the manufacturer of the aircraft, the authorities responsible for civil aviation and air navigation service providers or aerodrome operators.</p> |
| 11(3)       | A2.1.11.3                                  | <p>The investigator-in-charge shall extend to his or her investigators as well as, unless in contradiction with the applicable legislation of the Contracting Party, to his or her advisers and to the accredited representatives and their advisers the entitlements listed in standard A2.1.11.2, to the extent necessary to enable them to participate effectively in the safety investigation. Those entitlements are without prejudice to the rights of the investigators and experts designated by the authority in charge of the judicial investigation.</p>  |
| 11(4)       | A2.1.11.4                                  | <p>Any person participating in safety investigations shall perform his or her duties independently and shall neither seek, nor accept instructions from anybody, other than the investigator-in-charge.</p>  |

| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard   |
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| 12(1)-(2)   | A2.1.12.1                                  | <p>When a judicial investigation is also instituted, the investigator-in-charge should be notified thereof. In such a case, the investigator-in-charge should ensure traceability and retain custody of flight recorders and any physical evidence. The judicial authority may appoint an official from that authority to accompany the flight recorders or physical evidence to the place of the read-out or treatment. Where examination or analysis of such physical evidence may modify, alter or destroy it, prior agreement from the judicial authorities will be required, without prejudice to national law. Where such agreement is not obtained within a reasonable time, it should not prevent the investigator-in-charge from conducting the examination or analysis. Where the judicial authority is entitled to seize any evidence, the investigator-in-charge should have immediate and unlimited access to and use of such evidence.</p> <p>Where, in the course of the safety investigation, it becomes known or it is suspected that an act of unlawful interference as provided for under national law, such as national law on accident investigations, was involved in the accident or serious incident, the investigator-in-charge shall immediately inform the competent authorities thereof. Subject to standard A2.1.14.1, the relevant information collected in the safety investigation shall be shared with those authorities immediately and upon request, relevant material may also be transferred to those authorities. The sharing of that information and that material shall be without prejudice to the right of the safety investigation authority to continue the safety investigation, in coordination with the authorities to which the control of the site may have been transferred.</p> |
| 12(3)       | A2.1.12.2                                  | <p>The Contracting Parties shall ensure that safety investigation authorities, on the one hand, and other authorities likely to be involved in the activities related to the safety investigation, such as the judicial, civil aviation, search and rescue authorities, on the other hand, cooperate with each other through advance arrangements.</p> <p>Those arrangements shall respect the independence of the safety investigation authority and allow the technical investigation to be conducted diligently and efficiently. They should notably cover issues such as: access to the site of the accident; preservation of and access to evidence; initial and ongoing debriefings of</p>   |

| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard  |
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|             |  | the status of each process; exchange of information; appropriate use of safety information; resolution of conflicts.  |
| 13(1)       | A2.1.13.1                                  | The Contracting Party in the territory of which the accident or serious incident occurred shall be responsible for ensuring safe treatment of all evidence and for taking all reasonable measures to protect such evidence and for maintaining safe custody of the aircraft, its contents and its wreckage for such period as may be necessary for the purpose of a safety investigation. Protection of evidence shall include the preservation, by photographic or other means, of any evidence which might be removed, effaced, lost or destroyed. Safe custody shall include protection against further damage, access by unauthorised persons, pilfering and deterioration. |
| 13(2)       | A2.1.13.2                                  | Pending the arrival of safety investigators, no person shall modify the state of the site of the accident, take any samples therefrom, undertake any movement of or sampling from the aircraft, its contents or its wreckage, move or remove it, except where such action may be required for safety reasons or to bring assistance to injured persons, or under the express permission of the authorities in control of the site and, when possible, in consultation with the safety investigation authority.  |
| 13(3)       | A2.1.13.3                                  | Any person involved shall take all necessary steps to preserve documents, material and recordings in relation to the event, in particular so as to prevent erasure of recordings of conversations and alarms after the flight.  |
| 14          | A2.1.14.1                                  | Sensitive safety information shall not be made available or used for purposes other than safety investigation. The administration of justice or the authority competent to decide on the disclosure of records according to national law may decide that the benefits of the disclosure of the sensitive safety information for any other purposes permitted by law outweigh the adverse domestic and international impact that such action may have on that or any future safety investigation.  |

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| 15(1)       | A2.1.15.1                                  | The staff of the safety investigation authority in charge, or any other person called upon to participate in or contribute to the safety investigation shall be bound by applicable rules or procedures of professional secrecy, including as regards the anonymity of those involved in an accident or incident, under the applicable legislation.   |
| 15(2)       | A2.1.15.2                                  | The safety investigation authority in charge shall communicate the information which it deems relevant to the prevention of an accident or serious incident, to persons responsible for aircraft or aircraft equipment manufacture or maintenance, and to individuals or legal entities responsible for operating aircraft or for the training of personnel.  |
| 15(3)       | A2.1.15.3                                  | The safety investigation authority in charge shall release to the national civil aviation authority relevant factual information obtained during the safety investigation, except sensitive safety information or causing a conflict of interest. The information received by the national civil aviation authorities shall be protected in accordance with applicable legislation of the Contracting Party.  |
| 15(4)       | A2.1.15.4                                  | The safety investigation authority in charge shall be authorized to inform victims and their relatives or their associations or make public any information on the factual observations, the proceedings of the safety investigation, possibly preliminary reports or conclusions and/or safety recommendations, provided that it does not compromise the objectives of the safety investigation and fully complies with applicable legislation on the protection of personal data. |
| 15(5)       | A2.1.15.5                                  | Before making public the information referred to in Standard A2.1.15.4, the safety investigation authority in charge shall forward that information to the victims and their relatives or their associations in a way which does not compromise the objectives of the safety investigation.   |
| 16(1)       | A2.1.16.1                                  | Each safety investigation shall be concluded with a report in a form appropriate to the type and seriousness of the accident or serious incident. The report shall state that the sole objective of the safety investigation is   |

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|             |  | the prevention of future accidents and incidents without apportioning blame or liability. The report shall contain, where appropriate, safety recommendations.   |
| 16(2)       | A2.1.16.2                                  | The report shall protect the anonymity of any individual involved in the accident or serious incident.   |
| 16(3)       | A2.1.16.3                                  | Where safety investigations give rise to reports before the completion of the investigation, prior to their publication the safety investigation authority may solicit comments from the authorities concerned, and the certificate holder for the design, the manufacturer and the operator concerned. They shall be bound by applicable rules of professional secrecy with regard to the contents of the consultation.   |
| 16(4)       | A2.1.16.4                                  | Before publication of the final report, the safety investigation authority may solicit comments from the authorities concerned and the certificate holder for the design, the manufacturer and the operator concerned, who shall be bound by applicable rules of professional secrecy with regard to the contents of the consultation. In soliciting such comments, the safety investigation authority shall follow the international standards and recommended practices. |
| 16(5)       | A2.1.16.5                                  | Sensitive safety information shall be included in a report only when relevant to the analysis of the accident or serious incident. Information or parts of the information not relevant to the analysis shall not be disclosed.  |
| 16(6)       | A2.1.16.6                                  | The safety investigation authority shall make public the final report in the shortest possible time and if possible within 12 months of the date of the accident or serious incident.  |
| 16(7)       | A2.1.16.7                                  | If the final report cannot be made public within 12 months, the safety investigation authority shall release an interim statement at least at each anniversary of the accident or serious incident, detailing the progress of the investigation and any safety issues raised.  |

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| 16(8)       | A2.1.16.7                                  | <p>The safety investigation authority shall forward a copy of the final report and the safety recommendations as soon as possible to the:</p> <p>(a) safety investigation authorities and civil aviation authorities of the States concerned, and the ICAO, according to the international standards and recommended practices;</p> <p>(b) addressees of safety recommendations contained in the report.</p> |
| 17(1)       | A2.1.17.1                                  | <p>At any stage of the safety investigation, the safety investigation authority shall recommend in a dated transmittal letter, after appropriate consultation with relevant parties, to the authorities concerned, including those in third countries, any preventive action that it considers necessary to be taken promptly to enhance aviation safety.</p>  |
| 17(2)       | A2.1.17.2                                  | <p>A safety investigation authority may also issue safety recommendations on the basis of studies or analysis of a series of investigations or any other activities conducted.</p>   |
| 17(3)       | A2.1.17.3                                  | <p>A safety recommendation shall in no case create a presumption of blame or liability for an accident, serious incident or incident.</p>  |
| 18(1)       | A2.1.18.1                                  | <p>The addressee of a safety recommendation shall acknowledge receipt of the transmittal letter and inform the safety investigation authority which issued the recommendation within 90 days of the receipt of that letter, of the actions taken or under consideration, and where appropriate, of the time necessary for their completion and where no action is taken, the reasons therefor.</p>           |
| 18(2)       | A2.1.18.2                                  | <p>Within 60 days of the receipt of the reply, the safety investigation authority shall inform the addressee whether or not it considers the reply adequate and give justification when it disagrees with the decision to take no action.</p>  |



| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard  |
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| 20          | A2.1.20.1                                  | <p>1. EU and Israeli airlines shall implement procedures which allow for the production:</p> <p>(a) at the earliest possible, of a validated list, based on the best available information, of all the persons on board; and</p> <p>(b) immediately after the notification of the occurrence of an accident to the aircraft, of the list of the dangerous goods on board.</p> <p>2. In order to allow passengers' relatives to obtain information quickly concerning the presence of their relatives on board an aircraft involved in an accident, airlines shall offer travellers the opportunity to give the name and contact details of a person to be contacted in the event of an accident. This information may be used by the airlines only in the event of an accident and shall not be communicated to third parties or used for commercial purposes.</p> <p>3. The name of a person on board shall not be made publicly available before the relatives of that person have been informed by the relevant authorities. The list referred to in paragraph 1(a) shall be kept confidential in accordance with relevant legislation of the Contracting Party, and the name of each person appearing in that list shall, subject thereto, only be made publicly available in so far as the relatives of the respective persons on board have not objected.</p> |
| 21          | A2.1.21.1                                  | <p>1. In order to ensure a more comprehensive and harmonised response to accidents, each Contracting Party shall establish a civil aviation accident emergency plan at national level. Such an emergency plan shall also cover assistance to the victims of civil aviation accidents and their relatives.</p> <p>2. Each Contracting Party shall ensure that all airlines established in its territory have a plan for the assistance to the victims of civil aviation accidents and their relatives. Those plans should take particular account of psychological support for victims of civil aviation accidents and their relatives and allow the</p>   |

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|             |  | <p>airline to react to a major accident. Each Contracting Party shall audit the assistance plans of the airlines established in its territory.</p> <p>3. A Contracting Party, which, by virtue of fatalities or serious injuries to its citizens, has a special interest in an accident which has occurred in its territory, shall be entitled to appoint an expert who shall have the right to:</p> <ul style="list-style-type: none"> <li>(a) visit the scene of the accident;</li> <li>(b) have access to the relevant factual information, which is approved for public release by the safety investigation authority in charge, and information on the progress of the investigation;</li> <li>(c) receive a copy of the final report.</li> </ul> <p>4. An expert appointed in accordance with paragraph 3 may assist, subject to applicable legislation in force, in the identification of the victims and attend meetings with the survivors of its State.</p> |
| 23          | A2.1.23.1                                  | <p>The Contracting Parties shall lay down the rules on penalties applicable to infringements of the standards and requirements relating to the investigation and prevention of accidents and incidents in civil aviation specified in this Annex. The penalties provided for shall be effective, proportionate and dissuasive.</p>  |

**A.2.2: Directive 2003/42/EC of the European Parliament and of the Council of 13 June 2003  
on occurrence reporting in civil aviation**

| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard   |
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| 1           | A2.2.1.1                                   | The objective of this Directive is to contribute to the improvement of air safety by ensuring that relevant information on safety is reported, collected, stored, protected and disseminated. The sole objective of occurrence reporting is the prevention of accidents and incidents and not to attribute blame or liability. |
| 2           | A2.2.2.1                                   | The Definitions in Article 2 of Directive 2003/42/EC shall apply to the standards and requirements relating to occurrence reporting in civil aviation specified in this Annex, as applicable and appropriate.  |
| 3           | A2.2.3.1                                   | The standards and requirements relating to occurrence reporting in civil aviation specified in this Annex shall apply to occurrences which endanger or which, if not corrected, would endanger an aircraft, its occupants or any other person.   |
| 4(1)        | A2.2.4.1                                   | The Contracting Parties shall require that occurrences are reported to the competent authorities by every person involved in the occurrence or by every person who has license according to the air navigation law and crew member, even though he was not involved in the occurrence.   |
| 5(1)        | A2.2.5.1                                   | The Contracting Parties shall designate one or more competent authorities to put in place a mechanism to collect, evaluate, process and store occurrences reported.  |
| 5(2)-(3)    | A2.2.5.2                                   | The competent authorities shall store the reports collected in their databases. Accidents and serious incidents shall also be stored in these databases.   |
| 6           | A2.2.6.1                                   | Israel and Member States shall participate in an exchange of safety information where relevant. The database used by Israel should be compatible with the ECCAIRS software.  |

| Article No. | Standard No.<br>(Part/Leg#/Art#/Standard#) | Standard  |
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| 8(1)        | A2.2.8.1                                   | The Contracting Parties shall, according to their national legislation, take necessary measures to ensure appropriate confidentiality of the information received by them pursuant to Directive 2003/42/EC. They shall use this information solely for the objective of Directive 2003/42/EC.   |
| 8(2)        | A2.2.8.2                                   | Regardless of the type or classification of occurrence and accident or serious incident, names or addresses of individual persons shall never be recorded on the database mentioned in Standard A2.2.5.2.   |
| 8(3)        | A2.2.8.3                                   | Without prejudice to the applicable rules of penal law, The Contracting Parties shall refrain from instituting proceedings in respect of unpremeditated or inadvertent infringements of the law which come to their attention only because they have been reported under the national mandatory occurrence-reporting scheme, except in cases of gross negligence. |
| 9           | A2.2.9.1                                   | Each Contracting Party shall establish a voluntary incident reporting system to facilitate collection of information on actual or potential safety deficiencies that may not be captured by the mandatory incident reporting system.  |

## PART B: Air Traffic Management

**B.1: Regulation (EC) No 549/2004 of the European Parliament and of the Council of 10 March 2004 laying down the framework for the creation of the single European sky (the Framework Regulation)**

**as amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009**

| Article no. | Standard No.<br>(Part/Leg#/Art<br>#/Std#) | Category<br>(either<br>Section A or<br>Section B of<br>Part B of<br>Annex IV) | Standard   |
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| 1.1 – 1.3   | B.1.1.1                                   | A   | <p>The objective of the single European sky initiative is 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 (ATM) and air navigation services (ANS) for general air traffic in the Contracting Parties, with a view to meeting the requirements of all airspace users. This single European sky shall comprise a coherent pan-European network of routes, network management and air traffic management systems based only on safety, efficiency and technical considerations, for the benefit of all airspace users. In pursuit of this objective, Regulation 549/2004 establishes a harmonized regulatory framework for the creation of the single European sky.</p> <p>The application of Regulation 549/2004 and of the measures referred to in the basic regulations of the SES shall be without prejudice to Contracting Parties' sovereignty over their airspace and to the requirements of the Contracting Parties relating to public order, public security and defence matters, as set out in Article 13. Regulation 549/2004 and the measures referred to in the Basic Regulations of the SES do not cover military operations and training.</p> <p>The application of Regulation 549/2004 and of the measures referred to in the Basic Regulations of the SES shall be without prejudice to the rights and duties of Contracting Parties under the 1944</p> |

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|     |         |   | Chicago Convention on International Civil Aviation (the Chicago Convention). In this context, an additional objective is to assist Contracting Parties in fulfilling their obligations under the Chicago Convention, by providing a basis for a common interpretation and uniform implementation of its provisions, and by ensuring that these provisions are duly taken into account in Regulation 549/2004 and in the rules drawn up for its implementation. |
| 2   | B.1.2.1 | A | The Definitions in Article 2 of Regulation 549/2004 shall apply to the standards and requirements relating to air traffic management specified in this Annex. All references to Member States shall be understood to refer to Contracting Parties.   |
| 4.1 | B.1.4.1 | A | Contracting Parties shall, jointly or individually, either nominate or establish a body or bodies as their national supervisory authority in order to assume the tasks assigned to such authority under Regulation 549/2004 and under the measures referred to in Article 3 of Regulation 549/2004.  |
| 4.2 | B.1.4.2 | A | The national supervisory authorities shall be independent of air navigation service providers. This independence shall be achieved through adequate separation, at the functional level at least, between the national supervisory authorities and such providers.   |
| 4.3 | B.1.4.3 | A | National supervisory authorities shall exercise their powers impartially, independently and transparently. This shall be achieved by applying appropriate management and control mechanisms, including within the administration of a Contracting Party. However, this shall not prevent the national supervisory authorities from exercising their tasks within the rules of organisation of national civil aviation authorities or any other public bodies.  |
| 4.4 | B.1.4.4 | A | Contracting Parties shall ensure that national supervisory authorities have the necessary resources and capabilities to carry out the tasks assigned to them under Regulation 549/2004 in an efficient and timely manner.  |
| 9   | B.1.9.1 | A | The penalties that Contracting Parties shall lay down for infringements of Regulation 549/2004 and of the measures referred to in the Basic Regulations of the SES in particular by airspace users and service providers shall be effective, proportionate and dissuasive.   |

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| 10       | B.1.10.1 | A | The Contracting Parties, acting in accordance with their national legislation, shall establish consultation mechanisms for appropriate involvement of stakeholders, including professional staff representative bodies, in the implementation of the single European sky.  |
| 11.1     | B.1.11.1 | A | To improve the performance of air navigation services and network functions, a performance scheme for air navigation services and network functions shall be set up. It shall include:<br><br>(a) national plans, including performance targets on the key performance areas of safety, the environment, capacity and cost-efficiency,<br><br>ensuring consistency with the SES initiative; and<br><br>(b) periodic review, monitoring and benchmarking of the performance of air navigation services and network functions.       |
| 11.2     | B.1.11.2 | A | In accordance with the regulatory procedure referred to in Article 5(3) of Regulation 549/2004, the Commission may designate Eurocontrol or another impartial and competent body to act as a “performance review body”. The role of the performance review body shall be to assist the national supervisory authorities on request in the implementation of the performance scheme. The Commission shall ensure that the performance review body acts independently when carrying out the tasks entrusted to it by the Commission. |
| 11.3 (b) | B.1.11.3 | A | The national plans referred to in standard B.1.11.1 shall be drawn up by the national supervisory authority and adopted by the Contracting Party. These plans shall include binding national targets and an appropriate incentive scheme as adopted by the Contracting Party. Drafting of the plans shall be subject to consultation with air navigation service providers, airspace users’ representatives, and, where relevant, airport operators and airport coordinators.  |
| 11.3(d)  | B.1.11.4 | A | The reference period for the performance scheme shall cover a minimum of three years and a maximum of five years. During this period, in the event that the national targets are not met, the Contracting Parties and/or the national supervisory authorities shall apply the appropriate measures   |

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| 11.4 | B.1.11.5 | A | <p>they have defined.</p> <p>The following procedures shall apply to the performance scheme:</p> <p>(a) collection, validation, examination, evaluation and dissemination of relevant data related to the performance of air navigation services and network functions from all relevant parties, including air navigation service providers, airspace users, airport operators, national supervisory authorities, Contracting Parties and Eurocontrol;</p> <p>(b) selection of appropriate key performance areas on the basis of ICAO Document No 9854 ‘Global air traffic management operational concept’, and consistent with those identified in the Performance Framework of the ATM Master Plan, including safety, the environment, capacity and cost-efficiency areas, adapted where necessary in order to take into account the specific needs of the Single European Sky and relevant objectives for these areas and definition of a limited set of key performance indicators for measuring performance;</p> <p>(c) assessment of the national performance targets on the basis of the national plan; and</p> <p>(d) monitoring of the national performance plans, including appropriate alert mechanisms.</p> |
| 11.5 | B.1.11.6 | A | <p>The establishment of the performance scheme shall take into account that en route services, terminal services and network functions are different and should be treated accordingly, if necessary also for performance-measuring purposes.</p>  |
| 11.6 | B.1.11.7 | A | <p>Implementing rules regarding performance scheme listed in Annex IV to the EU-Israeli Euro-Mediterranean Aviation Agreement shall apply.</p>   |
| 13   | B.1.13.1 | A | <p>The Basic Regulations on the SES shall not prevent the application of measures by a Contracting Party to the extent to which these are needed to safeguard essential security or defense policy interests. Such measures are in particular those which are imperative:</p> <p>– for the surveillance of airspace that is under its responsibility in accordance with ICAO Regional Air Navigation agreements, including the capability to detect, identify and evaluate all aircraft using such airspace, with a view to seeking to safeguard safety of flights and to take action to</p>   |



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|  |  |  | <p>ensure security and defense needs,</p> <ul style="list-style-type: none"> <li>– in the event of serious internal disturbances affecting the maintenance of law and order,</li> <li>– in the event of war or serious international tension constituting a threat of war,</li> <li>– for the fulfilment of a Contracting Party's international obligations in relation to the maintenance of peace and international security,</li> <li>– in order to conduct military operations and training, including the necessary possibilities for exercises.</li> </ul> |
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**B.2: Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single European sky (the service provision Regulation)**

**as amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009**

| <b>Article no.</b> | <b>Standard No.<br/>(Part/Leg#/Art<br/>#/Std#)</b> | <b>Category<br/>(either<br/>Section A or<br/>Section B of<br/>Part B of<br/>Annex IV)</b> | <b>Standard</b>   |
|--------------------|--|---|---|
| 2.1-2              | B.2.2.1  | A   | Conduction of inspection and surveys by the national supervisory authority to ensure supervision of compliance with EC Regulation 550/2004 in particular with regard to the safe and efficient operation of air navigation service providers which provide services relating to the airspace falling under the responsibility of the Contracting Party. The air navigation service provider concerned shall facilitate such work. |
| 2.3                | B.2.2.2  | B   | Agreements on supervision that ensure inspections and surveys of the air navigation service providers providing services in a FAB shall be made between countries that participate in that FAB.   |
| 2.4-6              | B.2.2.3  | A   | Arrangements on supervision that ensure inspection and surveys on ANSP of countries providing services at another county's airspace shall be made between those countries. Those arrangements shall include arrangements for handling of cases involving non-compliance with the applicable requirements.   |
| 4                  |  | A   | Implementing rules regarding safety requirements listed in Annex IV to the EU-Israel Euro-Mediterranean Aviation Agreement shall apply.   |
| 7.1                | B.2.7.1  | A   | Air navigation service providers shall be subject to certification by the Contracting Parties.  |

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| 7.3             | B.2.7.2  | A | National supervisory authorities shall issue certificates to ANSP that are compliant with Regulation 1035/2011 and applicable national law.   |
| 7.3             | B.2.7.3  | A | Certificate may be issued individually for each type of service defined in article 2 of Regulation 549/2004, or for a bundle of such services.  |
| 7.3             | B.2.7.4  | A | The certificate shall be checked on a regular basis.  |
| 7.4<br>Annex II | B.2.7.5  | A | Certificates shall specify the rights and obligations of air navigation service providers, including non-discriminatory access to services for airspace users, with particular regard to safety. Certification may be subject only to the conditions set out in Annex II of Regulation 550/2004. Such conditions shall be objectively justified, non-discriminatory, proportionate and transparent. |
| 7.5             | B.2.7.6  | A | Contracting Parties may allow provision of air navigation services without certification where the movements are primarily not general air traffic.   |
| 7.6             | B.2.7.7  | B | The issue of certificates shall confer on air navigation service providers the possibility of offering their services to other Contracting Parties, other air navigation service providers, airspace users and airports within the Contracting Parties.   |
| 7.7             | B.2.7.8  | A | National supervisory authorities shall monitor compliance with certificate.   |
| 7.7             | B.2.7.9  | A | If a national supervisory authority finds that the holder of a certificate no longer satisfies such requirements or conditions, it shall take appropriate measures while ensuring continuity of services. Such measures may include the revocation of the certificate.  |
| 7.8             | B.2.7.10 | B | A Contracting Party shall recognize any certificate issued in another Contracting Party in accordance with the standards and regulatory requirements relating to air traffic management specified in this Annex.  |
| 8.1             | B.2.8.1  | A | Contracting Parties shall ensure the provision of air traffic services on an exclusive basis within specific airspace blocks in respect of the airspace under their responsibility. For this purpose,   |

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|      |          |   | Contracting Parties shall designate an air traffic service provider holding a valid certificate within the Contracting Parties.  |
| 8.2  | B.2.8.2  | B | Legal systems do not prevent cross border services by requiring ANSP (a) be owned directly or through majority holding by a certain state/its nationals (b) registered office/principal place of operation in that state (c) use only facilities in that state.  |
| 8.3  | B.2.8.3  | A | Contracting Parties shall define the rights and obligations to be met by the designated service providers. The obligations may include conditions for the timely supply of relevant information enabling all aircraft movements in the airspace under their responsibility to be identified.   |
| 8.4  | B.2.8.4  | A | Contracting Parties have discretionary powers in choosing a service provider, on condition that the latter fulfils the requirements and conditions referred to in standards and regulatory requirements in relating to air traffic management specified in this Annex.   |
| 8.5  | B.2.8.4  | B | In respect of functional airspace blocks established in accordance with Article 9a that extend across the airspace under the responsibility of more than one Contracting Party, the Contracting Parties concerned shall jointly designate, in accordance with paragraph 1 of Article 8 of Regulation 550/2004, one or more air traffic service providers, at least one month before implementation of the airspace block.  |
| 9    | B.2.9.1  | A | Contracting Parties may designate a provider of meteorological services to supply all or part of meteorological data on an exclusive basis in all or part of the airspace under their responsibility, taking into account safety considerations.   |
| 9a.1 | B.2.9a.1 | B | Contracting Parties shall take all necessary measures in order to ensure the implementation of functional airspace blocks with a view to achieving the required capacity and efficiency of the air traffic management network within the single European sky and maintaining a high level of safety and contributing to the overall performance of the air transport system and a reduced environmental impact. Contracting Parties shall cooperate to the fullest extent possible with each other, in particular Contracting Parties establishing neighbouring functional airspace blocks, in order to ensure compliance with this provision. |

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| 9a.2 | B.2.9a.2 | B | <p>Functional airspace blocks shall, in particular:</p> <p>(a) be supported by a safety case; (b) enable optimum use of airspace, taking into account air traffic flows; (c) ensure consistency with the European route network established in accordance with Article 6 of the airspace Regulation; (d) be justified by their overall added value, including optimal use of technical and human resources, on the basis of cost-benefit analyses; (e) ensure a smooth and flexible transfer of responsibility for air traffic control between air traffic service units; (f) ensure compatibility between the different airspace configurations, optimising, inter alia, the current flight information regions; (g) comply with conditions stemming from regional agreements concluded within the ICAO; (h) respect regional agreements in existence on the date of entry into force of Regulation 550/2004; and (i) facilitate consistency with performance targets.</p> |
| 9a.3 | B.2.9a.3 | B | <p>A functional airspace block shall only be established by mutual agreement between all the Contracting Parties and, where appropriate, third countries who have responsibility for any part of the airspace included in the functional airspace block. Before the establishment of a functional airspace block, the Contracting Party(s) concerned shall provide the other Contracting Parties and other interested parties with adequate information and give them an opportunity to submit their observations.</p>  |
| 9a.4 | B.2.9a.4 | B | <p>Where a functional airspace block relates to airspace that is wholly or partly under the responsibility of two or more Contracting Parties, the agreement by which the functional airspace block is established shall contain the necessary provisions concerning the way in which the block can be modified and the way in which a Contracting Party can withdraw from the block, including transitional arrangements.</p>  |
| 9a.5 | B.2.9a.5 | B | <p>Where difficulties arise between two or more Contracting Parties with regard to a cross-border functional airspace block that concerns airspace under their responsibility, the Contracting Parties concerned may jointly bring the matter to the Single Sky Committee for an opinion. The opinion shall be addressed to the Contracting Parties concerned. Without prejudice to Standard B.2.9a.3, the Contracting Parties shall take that opinion into account in order to find a solution.</p>  |

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| 10.1  | B.2.10.1 | A | Air navigation service providers may avail themselves of the services of other service providers that have been certified in the Contracting Parties.  |
| 10.2  | B.2.10.2 | A | Air navigation service providers shall formalize their working relationships by means of written agreements or equivalent legal arrangements, setting out the specific duties and functions assumed by each provider and allowing for the exchange of operational data between all service providers in so far as general air traffic is concerned. Those arrangements shall be notified to the national supervisory authority or authorities concerned. |
| 10.3  | B.2.10.3 | A | In cases involving the provision of air traffic services, the approval of the Contracting Parties concerned shall be required. In cases involving the provision of meteorological services, the approval of the Contracting Parties concerned shall be required if they have designated a provider on an exclusive basis in accordance with Standard B.2.9.1.  |
| 11    | B.2.10.4 | A | Contracting Parties shall, within the context of the common transport policy, take the necessary steps to ensure that written agreements between the competent civil and military authorities or equivalent legal arrangements are established or renewed in respect of the management of specific airspace blocks.  |
| 12(1) | B.2.12.1 | A | Air navigation service providers, whatever their system of ownership or legal form, shall draw up, submit to audit and publish their financial accounts.   |
| 12(2) | B.2.12.2 | A | In all cases, air navigation service providers shall publish an annual report and regularly undergo an independent audit.  |
| 12(3) | B.2.12.3 | A | When providing a bundle of services, air navigation service providers shall identify and disclose the costs and income deriving from air navigation services, broken down in accordance with the applicable charging system and, where appropriate, shall keep consolidated accounts for other, non-air-navigation services, as they would be required to do if the services in question were provided by separate undertakings.                         |

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| 12(4)     | B.2.12.4 | A | The Contracting Parties shall designate the competent authorities that shall have a right of access to the accounts of service providers that provide services within the airspace under their responsibility.   |
| 13.1      | B.2.13.1 | B | In so far as general air traffic is concerned, relevant operational data shall be exchanged in real-time between all air navigation service providers, airspace users and airports, to facilitate their operational needs. The data shall be used only for operational purposes.   |
| 13.2      | B.2.13.2 | B | Access to relevant operational data shall be granted to appropriate authorities, certified air navigation service providers, airspace users and airports on a non-discriminatory basis.  |
| 13.3      | B.2.13.3 | B | Certified service providers, airspace users and airports shall establish standard conditions of access to their relevant operational data other than those referred to in paragraph 1. National supervisory authorities shall approve such standard conditions. Detailed rules relating to such conditions shall be established, where appropriate, in accordance with the procedure referred to in Article 5(3) of the framework Regulation.  |
| 18.1-18.2 | B.2.18.1 | A | Neither the national supervisory authorities of the Contracting Parties, acting in accordance with their national legislation, nor the Commission shall disclose information of a confidential nature, in particular information about air navigation service providers, their business relations or their cost components. This shall be without prejudice to the right of disclosure by national supervisory authorities of the Contracting Parties or the Commission where this is essential for the fulfilment of their duties, in which case such disclosure shall be proportionate and shall have regard to the legitimate interests of air navigation service providers, airspace users, airports or other relevant stakeholders in the protection of their business secrets. |

**B.3: Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004**

**on the organisation and use of the airspace in the single European sky**

**(the Airspace Regulation) as amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009**

| Article no. | Standard No.<br>(Part/Leg#/Art<br>#/Std#) | Category<br>(either<br>Section A or<br>Section B of<br>Part B of<br>Annex IV) | Standard   |
|-------------|---|---|--|
| 1           | B.3.1.1                                   | A   | An objective to support the concept of a progressively more integrated operating airspace within the context of the common transport policy and to establish common procedures for design, planning and management ensuring the efficient and safe performance of air traffic management. The use of airspace shall support the operation of the air navigation services as a coherent and consistent whole in accordance with Regulation (EC) No 550/2004. This shall apply to the airspace within the ICAO EUR and AFI regions where Contracting Parties are responsible for the provision of air traffic services in accordance with the service provision Regulation 550/2004. Contracting Parties may also apply Regulation 551/2004 to airspace under their responsibility within other ICAO regions, on condition that they inform the other Contracting Parties thereof. |
| 3.1         | B.3.3.1                                   | B   | The Contracting Parties shall aim at the establishment and recognition by the ICAO of a single EUR.  |
| 3.2         | B.3.3.2                                   | B   | The EUR shall be designed to encompass the airspace falling under the responsibility of the Contracting Parties in accordance with Article 1(3) of Regulation 551/2004 and may also include airspace of European third countries.  |
| 3.3         | B.3.3.3                                   | B   | The establishment of the EUR shall be without prejudice to the responsibility of   |



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|     |          |   | Contracting Parties for the designation of air traffic service providers for the airspace under their responsibility in accordance with Standard B.2.8.1.   |
| 3.4 | B.3.3.4  | B | Contracting Parties shall retain their responsibilities towards the ICAO within the geographical limits of the upper flight information regions and flight information regions entrusted to them by the ICAO.   |
| 3a  | B.3.3a.1 | A | Implementing rules on electronic aeronautical information listed in Annex IV of the EU-Israel Euro-Mediterranean Aviation Agreement shall apply.  |
| 4   | B.3.4.1  | A | Implementing rules on rules of the air and on airspace classification listed in Annex IV of the EU-Israel Euro-Mediterranean Aviation Agreement shall apply.  |
| 6.1 | B.3.6.1  | A | The air traffic management (ATM) network functions shall allow optimum use of airspace and ensure that airspace users can operate preferred trajectories, while allowing maximum access to airspace and air navigation services. These network functions shall be aimed at supporting initiatives at national level and at the level of functional airspace blocks and shall be executed in a manner which respects the separation of regulatory and operational tasks. |
| 6.2 | B.3.6.2  | A | Functions carried out by the Network Manager in route design and management of scarce resources as well as the possibility to appoint e.g. Eurocontrol as Network Manager.  |
| 6.3 | B.3.6.3  | A | The Commission may add to the list of the functions in standard B.3.6.2 after proper consultation of industry stakeholders. Those measures, designed to amend non-essential elements of Regulation 551/2004 by supplementing it, shall be adopted in accordance with the regulatory procedure with scrutiny referred to in Article 5(4) of the framework Regulation.  |
| 6.4 | B.3.6.4  | A | Detailed rules for the implementation of the measures referred to in Article 6 of the Airspace Regulation (551/2004), except for those referred to in paragraphs 6 to 9 of article 6 of Regulation 551/2004 listed in Annex IV of the EU-Israel Euro-Mediterranean Aviation Agreement shall apply. Those implementing rules shall address in particular:  |

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|     |         |   | <p>(a) the coordination and harmonisation of processes and procedures to enhance the efficiency of aeronautical frequency management including the development of principles and criteria;</p> <p>(b) the central function to coordinate the early identification and resolution of frequency needs in the bands allocated to European general air traffic to support the design and operation of European aviation network;</p> <p>(c) additional network functions as defined in the ATM Master Plan;</p> <p>(d) detailed arrangements for cooperative decision-making between the Contracting Parties, the air navigation service providers and the network management function;</p> <p>(e) arrangements for consultation of the relevant stakeholders in the decision-making process both at national and European levels; and</p> <p>(f) within the radio spectrum allocated to general air traffic by the International Telecommunication Union, a division of tasks and responsibilities between the network management function and national frequency managers, ensuring that the national frequency management functions continue to perform those frequency assignments that have no impact on the network. For those cases which do have an impact on the network, the national frequency managers shall cooperate with those responsible for the network management function to optimise the use of frequencies.</p> |
| 6.5 | B.3.6.5 | A | Aspects of airspace design other than those referred to in paragraph 2 of article 6 of Regulation 551/2004 shall be dealt with at national level or at the level of functional airspace blocks. This design process shall take into account traffic demands and complexity, national or functional airspace block performance plans and shall include full consultation of relevant airspace users or relevant groups representing airspace users and military authorities as appropriate.  |
| 6.6 | B.3.6.6 | B | Contracting Parties shall entrust Eurocontrol or another impartial and competent body with the performance of air traffic flow management, subject to appropriate oversight arrangements.   |
| 6.7 | B.3.6.7 | A | Implementing rules on air traffic flow management listed in Annex IV of the EU-Israel Euro-   |

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|     |         |   |  | Mediterranean Aviation Agreement shall apply.  |
| 7.1 | B.3.7.1 | A |  | Taking into account the organisation of military aspects under their responsibility, Contracting Parties shall ensure the uniform application within the Single European Sky of the concept of the flexible use of airspace as described by the ICAO and as developed by Eurocontrol, in order to facilitate airspace management and air traffic management in the context of the common transport policy. |
| 7.3 | B.3.7.2 | A |  | Implementing rules on flexible use of airspace listed in Annex IV of the EU-Israel Euro-Mediterranean Aviation Agreement shall apply.  |
| 8.1 | B.3.8.1 | A |  | In cases where the application of Article 7 of regulation 551/2004 gives rise to significant operational difficulties, Contracting Parties may temporarily suspend such application on condition that they inform without delay the Joint Committee.   |
| 8.2 | B.3.8.2 | A |  | Following the introduction of a temporary suspension, adjustments to the rules adopted under Article 7(3) of Regulation 551/2004 may be worked out for the airspace under the responsibility of the Contracting Party(s) concerned.  |

**B.4: Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network (the interoperability Regulation)**

as amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009

| <b>Article no.</b> | <b>Standard No.<br/>(Part/Leg#/Art<br/>#/Std#)</b> | <b>Category<br/>(either<br/>Section A or<br/>Section B of<br/>Part B of<br/>Annex IV)</b> | <b>Standard</b>  |
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| 1 + Annex I        | B.4.1.1  | A   | Within the scope of the framework Regulation, Regulation 552/2004 concerns the interoperability of the EATMN. It shall apply to the systems, their constituents and associated procedures identified in Annex I of Regulation 552/2004. The objective is to achieve interoperability between the different systems, constituents and associated procedures of the EATMN, taking due account of the relevant international rules and aiming also at ensuring the coordinated and rapid introduction of new agreed and validated concepts of operations or technology in air traffic management. |
| 2 + Annex II       | B.4.2.1  | A   | The EATMN, its systems and their constituents and associated procedures shall meet essential requirements. The essential requirements are set out in Annex II of Regulation 552/2004.  |
| 3                  | B.4.3.1  | A   | Implementing rules for interoperability listed in Annex IV of the EU-Israel Euro-Mediterranean Aviation Agreement shall apply.<br><br>Systems, constituents and associated procedures shall comply with the relevant implementing rules for interoperability throughout their lifecycle.<br><br>Implementing rules for interoperability shall in particular:<br><br>(a) determine any specific requirements that complement or refine the essential requirements, in particular in terms of safety, seamless operation and performance; and/or (b) describe, where                             |

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|               |              | <p>appropriate, any specific requirements that complement or refine the essential requirements, in particular regarding the coordinated introduction of new, agreed and validated concepts of operation or technologies; and/or (c) determine the constituents when dealing with systems; and/or (d) describe the specific conformity assessment procedures involving, where appropriate, notified bodies as referred to in Article 8 of 552/2004, based on the modules defined in Decision 93/465/EEC to be used to assess either the conformity or the suitability for use of constituents as well as the verification of systems; and/or (e) specify the conditions of implementation including, where appropriate, the date by which all relevant stakeholders are required to comply with them.</p> <p>The preparation, adoption and review of implementing rules for interoperability shall take into account the estimated costs and benefits of technical solutions by means of which they may be complied with, with a view to defining the most viable solution, having due regard to the maintenance of an agreed high level of safety. An assessment of the costs and benefits of those solutions for all stakeholders concerned shall be attached to each draft implementing rule for interoperability.</p> <p>Implementing rules for interoperability shall be established in accordance with the procedure under Article 8 of the framework Regulation.</p> |
| 4 (2)         | A            | <p>Compliance with the essential requirements and/or the implementing rules for interoperability shall be presumed for systems, together with the associated procedures, or constituents that meet the relevant Community specifications and whose reference numbers have been published in the <i>Official Journal of the European Union</i>.</p>   |
| 5 + Annex III | B.4.5.1<br>A | <p>Constituents shall be accompanied by an EC declaration of conformity or suitability for use. The elements of this declaration are set out in Annex III of Regulation 552/2004.</p> <p>The manufacturer, or its authorised representative established in the Contracting Parties, shall ensure and declare, by means of the EC declaration of conformity or suitability for use that he has applied the provisions laid down in the essential requirements and in the relevant implementing rules for interoperability.</p>  |

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|              |          |   | <p>Compliance with the essential requirements and the relevant implementing rules for interoperability shall be presumed in relation to those constituents that are accompanied by the EC declaration of conformity or suitability for use.</p> <p>The relevant implementing rules for interoperability shall identify, where appropriate, the tasks pertaining to the assessment of conformity or suitability for use of constituents to be carried out by the notified bodies referred to in Article 8 of Regulation 552/2004.</p>  |
| 6 + Annex IV | B.4.6.1  | A | <p>Systems shall be subject to an EC verification by the air navigation service provider in accordance with the relevant implementing rules for interoperability, in order to ensure that they meet the essential requirements of Regulation 552/2004 and the implementing rules for interoperability, when integrated into the EATMN. Before a system is put into service, the relevant air navigation service provider shall establish an EC declaration of verification, confirming compliance, and shall submit it to the national supervisory authority together with a technical file. The elements of this declaration and of the technical file are set out in Annex IV of Regulation 552/2004. The national supervisory authority may require any additional information necessary to supervise such compliance.</p> <p>The relevant implementing rules for interoperability shall identify, where appropriate, the tasks pertaining to the verification of systems to be carried out by the notified bodies as referred to in Article 8 of Regulation 552/2004.</p> <p>The EC declaration of verification shall be without prejudice to any assessments that the national supervisory authority may need to carry out on grounds other than interoperability.</p> |
| 6a           | B.4.6a.1 | A | <p>A certificate issued in accordance with Regulation (EC)No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, where it applies to constituents or systems, shall be considered, for the purposes of Articles 5 and 6 of Regulation 552/2004, as an EC declaration of conformity or suitability for use, or as an EC declaration of verification, if it includes a demonstration of compliance with the essential requirements of Regulation 552/2004 and the</p>   |

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|     |           |   |  | relevant implementing rules for interoperability.  |
| 7.1 | B.4.7.1   | A |  | Where the national supervisory authority ascertains that: (a) a constituent accompanied by an EC declaration of conformity or suitability for use, or (b) a system accompanied by the EC declaration of verification, does not comply with the essential requirements and/or relevant implementing rules for interoperability, it shall, with due regard to the need to ensure safety and continuity of operations, take all measures necessary to restrict the area of application of the constituent or the system concerned or to prohibit its use by the entities under the responsibility of the authority. |
| 8.1 | B.4.8.1   | A |  | Contracting Parties shall notify the Joint Committee of the bodies they have appointed to carry out tasks pertaining to the assessment of conformity or suitability for use referred to in Article 5 of Regulation 552/2004, and/or the verification referred to in Article 6 of Regulation 552/2004, indicating each body's area of responsibility and its identification number obtained from the Commission.  |
| 8.2 | B.4.8.2   | A |  | Contracting Parties shall apply the criteria provided for in Annex V of Regulation 552/2004 for the assessment of the bodies to be notified. Bodies meeting the assessment criteria provided for in the relevant European standards shall be deemed to meet the said criteria.   |
| 8.3 | + B.4.8.3 | A |  | Contracting Parties shall withdraw notification of a notified body which no longer meets the criteria provided for in Annex V of Regulation 552/2004. It shall forthwith inform the Joint Committee thereof.   |
| 8.4 | B.4.8.4   | A |  | Without prejudice to the requirements referred to in paragraphs 1, 2 and 3 of Article 8 of Regulation 552/2004, Contracting Parties may decide to appoint organisations recognised in conformity with Article 3 of the service provision Regulation as notified bodies.  |

**B.5: Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, and repealing Council Directive 91/670/EEC, Regulation (EC) No 1592/2002 and Directive 2004/36/EC**

**as amended by Regulation (EC) No 1108/2009 of the European Parliament and of the Council of 21 October 2009 amending Regulation (EC) No 216/2008 in the field of aerodromes, air traffic management and air navigation services and repealing Directive 2006/23/EC**

| Article no. | Standard No.<br>(Part/Leg#/Art<br>#/Std#) | Category<br>(either<br>Section A or<br>Section B of<br>Part B of<br>Annex IV) | Standard   |
|-------------|---|---|--|
| 3           | B.5.3.1                                   | A   | The Definitions in Articles 3(da), 3(e), 3(f), 3(g), 3(r), 3(s) of regulation 216/2008 as amended by Regulation 1108/2009 shall apply to the standards and requirements relating to air traffic management specified in this Annex. All references to Member States shall be understood to refer to Contracting Parties.   |
| 8b(1)       | B.5.8b.1                                  | A   | Provision of ATM/ANS shall comply with the essential requirements set out in Annex Vb of regulation 216/2008 as amended by Regulation 1108/2009.   |
| 8b(2)       | B.5.8b.2                                  | A   | ATM/ANS providers shall be required to hold a certificate in accordance with Regulation 1035/2011 and applicable national law. The certificate shall be issued when the provider has demonstrated its capability and means of discharging the responsibilities associated with the provider's privileges. The privileges granted and the scope of the services provided shall be specified in the certificate. |
| 8b(3)       | B.5.8b.3                                  | A   | By way of derogation from Standard B.5.8b.2, Contracting Parties may decide that providers of flight information services shall be allowed to declare their capability and means of discharging the responsibilities associated with the services provided.  |



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| 8b(4)  | B.5.8b.4 | B | The measures referred to in Standard B.5.8b.6 may lay down a requirement for certification in respect of organisations engaged in the design, manufacture and maintenance of safety-critical ATM/ANS systems and constituents. The certificate for those organisations shall be issued when they have demonstrated their capability and means of discharging the responsibilities associated with their privileges. The privileges granted shall be specified in the certificate.   |
| 8b(5)  | B.5.8b.5 | A | The measures referred to in Standard B.5.8b.6 may lay down a requirement for certification, or alternatively, validation by the ATM/ANS provider, in respect of safety-critical ATM/ANS systems and constituents. The certificate for those systems and constituents shall be issued, or validation shall be given, when the applicant has shown that the systems and constituents comply with the detailed specifications established to ensure compliance with the essential requirements referred to in Standard B.5.8b.1. |
| 8b(6)  | B.5.8b.6 | A | Implementing rules on ATM/ANS referred to in Article 8b(6) of Regulation 216/2008 as amended by Regulation 1108/2009 and listed in Annex IV of the EU-Israel Euro-Mediterranean Aviation Agreement shall apply.   |
| 8c (1) | B.5.8c.1 | A | Air traffic controllers as well as persons and organisations involved in the training, testing, checking or medical assessment of air traffic controllers, shall comply with the relevant essential requirements set out in Annex Vb of Regulation 216/2008 as amended by Regulation 1108/2009.   |
| 8c (2) | B.5.8c.2 | A | Air traffic controllers shall be required to hold a licence and a medical certificate appropriate to the service provided.  |
| 8c (3) | B.5.8c.3 | A | The licence referred to in Standard B.5.8c.2 shall only be issued when the applicant for the licence demonstrates that he or she complies with the rules established to ensure compliance with the essential requirements regarding theoretical knowledge, practical skill, language proficiency and experience as set out in Annex Vb of Regulation 216/2008 as amended by Regulation 1108/2009..  |
| 8c (4) | B.5.8c.4 | A | The medical certificate referred to in Standard B.5.8c.2 shall only be issued when the air traffic controller complies with the rules established to ensure compliance with the essential requirements on medical fitness as set out in Annex Vb of Regulation 216/2008 as amended by Regulation  |

|        |           |                  |  |
|--------|-----------|------------------|--|
|        |           |                  | 1108/2009. The medical certificate may be issued by aero medical examiners or by aero medical centres.   |
| 8c (5) | B.5.8c.5  | A                | The privileges granted to the air traffic controller and the scope of the licence and the medical certificate shall be specified in such licence and certificate.  |
| 8c (6) | B.5.8c.6  | A                | The capability of air traffic controller training organisations, aero medical examiners and aero medical centres to discharge the responsibilities associated with their privileges in relation to the issuance of licences and medical certificates shall be recognised by the issuance of a certificate.   |
| 8c (7) | B.5.8c.7  | A                | A certificate shall be issued to training organisations, aero medical examiners and aero medical centres for air traffic controllers that have demonstrated that they comply with the rules established to ensure compliance with the relevant essential requirements as set out in Annex Vb of Regulation 216/2008 as amended by Regulation 1108/2009. The privileges granted by the certificate shall be specified therein.  |
| 8c (8) | B.5.8c.8  | A                | Persons responsible for providing practical training or for assessing air traffic controllers' skill shall hold a certificate. The certificate shall be issued when the person concerned has demonstrated that he or she complies with the rules established to ensure compliance with the relevant essential requirements as set out in Annex Vb of Regulation 216/2008 as amended by Regulation 1108/2009. The privileges granted by the certificate shall be specified therein. |
| 8c (9) | B.5.8c.9  | A                | Synthetic training devices shall comply with the relevant essential requirements set out in Annex Vb of Regulation 216/2008 as amended by Regulation 1108/2009.  |
| 8c(10) | B.5.8c.10 | A/B <sup>3</sup> | Implementing rules referred to in Article 10 of Regulation 216/2008 as amended by Regulation 1108/2009 and listed in Annex IV of the EU-Israel Euro-Mediterranean Aviation Agreement shall apply.  |
| Annex  | B.5.Vb.1  | A                | (a) All aircraft, excluding those engaged in the activities referred to in Article 1(2)(a) of Regulation   |

<sup>3</sup> Provisions which are derived from ICAO SARP's shall be classified as Category A. All other provisions shall be classified as Category B.

|              |          |                  |  |
|--------------|----------|------------------|--|
| Vb (1)       |          |                  | 216/2008, in all phases of flight or on the movement area of an aerodrome, shall be operated in accordance with applicable general operating rules and any applicable procedure specified for use of that airspace.<br>(b) All aircraft, excluding those engaged in the activities referred to in Article 1(2)(a) of Regulation 216/2008, shall be equipped with the required constituents and operated accordingly. Constituents used in the ATM/ANS system shall also comply with the requirements in point 3 of Annex Vb of Regulation 216/2008 as amended by Regulation 1108/2009. |
| Annex Vb (2) | B.5.Vb.2 | A                | The essential requirements in Annex Vb (2) of regulation 216/2008 as amended by Regulation 1108/2009 shall apply.  |
| Annex Vb (3) | B.5.Vb.3 | A                | The essential requirements in Annex Vb (3) of regulation 216/2008 as amended by Regulation 1108/2009 shall apply.  |
| Annex Vb (4) | B.5.Vb.4 | A/B <sup>4</sup> | The essential requirements in Annex Vb (4) of regulation 216/2008 as amended by Regulation 1108/2009 shall apply.  |
| Annex Vb (5) | B.5.Vb.5 | A                | The essential requirements in Annex Vb (5) of regulation 216/2008 as amended by Regulation 1108/2009 shall apply.  |

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<sup>4</sup> Provisions which are derived from ICAO SARP's shall be classified as Category A. All other provisions shall be classified as Category B.

## PART C: Environment

### C.1: Directive 2002/30/EC

#### Regulation establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at Community airports

| Article No.              | Standard No.<br>(Part/Leg#/Art#/Std#) | Standard  |
|--------------------------|---------------------------------------|---|
| 3                        | C.1.3.1                               | The Contracting Parties shall ensure that there are competent authorities responsible for matters regarding the introduction of noise-related operating restrictions at airports.   |
| 4                        | C.1.4.1                               | The Contracting Parties shall adopt a balanced approach in dealing with noise problems at airports in their territory. They may also consider economic incentives as a noise management measure.  |
|                          | C.1.4.2                               | When considering operating restrictions, the competent authorities shall take into account the likely costs and benefits of the various measures available as well as airport-specific characteristics.   |
|                          | C.1.4.3                               | Measures or a combination of measures taken shall not be more restrictive than necessary in order to achieve the environmental objective established for a specific airport. They shall be non-discriminatory on grounds of nationality or identity of air carrier or aircraft manufacturer.          |
|                          | C.1.4.4                               | Performance-based operating restrictions shall be based on the noise performance of the aircraft as determined by the certification procedure conducted in accordance with Volume 1 of Annex 16 to the Convention on International Civil Aviation.  |
| 5 +<br>Annex II<br>(1-3) | C.1.5.1                               | When a decision on operating restrictions is being considered, the information as specified in Annex II paragraphs 1-3 of directive 2002/30/EC shall, as far as appropriate and possible, for the operating restrictions concerned and for the characteristics of the airport, be taken into account. |

| Article No. | Standard No.<br>(Part/Leg#/Art#/Std#) | Standard  |
|-------------|---------------------------------------|---|
| 7           | C.1.7.1                               | <p>Rules of assessment of operating restrictions shall not apply to:</p> <p>(a) operating restrictions that were already established on the date of implementation of this standard as validated by a decision of the Joint Committee as specified in Annex II paragraph 5 of the EU-Israel Euro-Mediterranean Aviation agreement;</p> <p>(b) minor technical changes to operating restrictions of a partial nature that do not have any significant cost implications for the airline operators at any given airport and that have been introduced after implementation of this standard as mentioned above.</p> |
| 9           | C.1.9.1                               | <p>In individual cases, Contracting Parties may authorize, at airports situated in their territory, individual operations of aircraft which could not take place on the basis of the other provisions of Directive 2002/30/EC in cases that:</p> <p>(a) aircraft whose individual operations are of such an exceptional nature that it would be unreasonable to withhold a temporary exemption;</p> <p>(b) aircraft on non-revenue flights for the purpose of alterations, repair or maintenance.</p>   |
| 10          | C.1.10.1                              | <p>Contracting Parties shall ensure that, for the application of operating restrictions, procedures for consultation of interested parties are established in accordance with applicable national law.</p>  |
| 11          | C.1.11.1                              | <p>A Contracting Party shall forthwith inform the other Contracting Party of any new operating restriction that it has decided to introduce at an airport in its territory.</p>   |

| Article No.       | Standard No.<br>(Part/Leg#/Art#/Std#) | Standard  |
|-------------------|---------------------------------------|---|
| 12                | C.1.12.1                              | Contracting Parties shall ensure the right to appeal against the decisions regarding operating restrictions before an appeal body other than the authority that has adopted the contested decision, in accordance with national legislation and procedures. |
| Annex II<br>(1-3) |                                       | Information referred to in Standard C.1.5.1.  |

**C.2: Directive 2006/93/EC**

**Regulation of the operation of aeroplanes covered by Part II, Chapter 3, Volume 1 of Annex 16 to the Convention on International Civil Aviation, second edition (1988)**

| Article No. | Standard No. | Standard   |
|-------------|--------------|--|
| 1           | C.2.1.1      | <p>Applicability:</p> <p>a. Aeroplanes with MTOM of 34,000 kg or more; or</p> <p>b. aeroplanes with certified internal accommodation of more than 19 passengers seats.</p>   |
| 2           | C.2.2.2      | <p>Civil subsonic jet aeroplanes shall comply with the standards specified in Part II, Chapter 3, Volume 1 of Annex 16 to the Convention</p>   |
| 3           | C.2.3.1      | <p>Exemptions from the requirement to operate Civil subsonic jet aeroplanes according to the standards specified in Part II, Chapter 3, Volume 1 of Annex 16 to the Convention can be given in cases of: (a) aeroplanes with historical interest; (b) temporary use of aeroplanes whose operations are of such an exceptional nature that it would be unreasonable to withhold a temporary exemption; and (c) temporary use of aeroplanes on non-revenue flights for the purposes of alterations, repair or maintenance.</p> |
| 3           | C.2.3.2      | <p>A Contracting Party shall inform the competent authorities of the other Contracting Parties of the exemption given in case of historical interest.</p> <p>Every Contracting Party shall recognise the exemptions granted by another Contracting Party in respect of aeroplanes entered on the registers of the latter.</p>  |
| 5           | C.2.5.1      | <p>The Contracting Parties shall lay appropriate enforcement measures applicable to infringements of the national provisions adopted pursuant to Directive 2006/93/EC and shall take all measures necessary to ensure that those measures are implemented. The measures provided for must be effective, proportionate and dissuasive.</p>  |

## PART D: Air Carrier Liability

### **D.1: Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents as amended by Regulation (EC) No 889/2002**

| <b>Article No</b>    | <b>Standard No.</b> | <b>Standard</b>   |
|----------------------|---------------------|---|
| 2(1)(a), 2(1)(c)-(g) | D.1.2.1             | The Definitions in Article 2 shall apply to the regulatory requirements and standards relating to air carrier liability in the event of accidents specified in this Annex.  |
| 3                    | D.1.3.1             | Application of the Montreal Convention 1999 by the Contracting Parties, including to domestic flights.  |
| 5                    | D.1.5.1             | The Contracting Parties shall ensure that air carriers make advance payments to natural persons entitled to compensation as may be required to meet immediate economic needs on a basis proportional to the hardship suffered |
| 6                    | D.1.6.1             | The Contracting Parties shall ensure that all air carriers make available to passengers at all points of sale a summary of the main provisions governing liability for passengers and their baggage.                          |



## PART E: Consumer Rights

### E.1: Directive 90/314/EEC

#### on package travel, package holidays and package tours

| Article No. | Standard No.<br>(Part/Leg#/Art<br>#/Std#) | Standard   |
|-------------|---|--|
| 1           | E.1.1.1                                   | Approximation of the laws, regulations and administrative provisions of the Contracting Parties relating to packages sold or offered for sale in the territory of the Contracting Parties.   |
| 2           | E.1.2.1                                   | <p>The Definitions in Article 2 of Directive 90/314/EEC shall apply to the standards and requirements relating to package travel, package holidays and package tours specified in this Annex as applicable and as appropriate .For the purpose of this annex, the following definition of 'package' shall apply:</p> <p>'package' means the pre-arranged combination of not fewer than two of the following when sold or offered for sale at an inclusive price :</p> <ul style="list-style-type: none"><li>a) transport ;</li><li>b) accommodation ;</li><li>c) Other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package .</li></ul> <p>The separate billing of various components of the same package shall not absolve the organizer or retailer from the obligations under this Annex ;</p> |
| 3           | E.1.3.1                                   | Organizer and retailer must provide full and accurate information. When a brochure is made available to the consumer, it shall indicate in a legible, comprehensible and accurate manner both the price and adequate information concerning:   |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
|             |  | <p>(a) the destination and the means, characteristics and categories of transport used;</p> <p>(b) the type of accommodation, its location, category or degree of comfort and its main features, its approval and tourist classification;</p> <p>(c) the meal plan;</p> <p>(d) the itinerary;</p> <p>(e) general information on passport and visa requirements and health formalities required for the journey and the stay;</p> <p>(f) either the monetary amount or the percentage of the price which is to be paid on account, and the timetable for payment of the balance;</p> <p>(g) whether a minimum number of persons is required for the package to take place and, if so, the deadline for informing the consumer in the event of cancellation.</p> <p>The information which provided is binding unless the following terms are fulfilled:</p> <p>- changes in such particulars have been clearly communicated to the consumer before conclusion of the contract, in which case the brochure shall expressly state so,</p> <p>- changes are made later following an agreement between the parties to the contract.</p> |
| 4(1), 4(2)  | E.1.4.1                                | <p>The organizer and/or the retailer shall provide the consumer, in writing or any other appropriate form, before the contract is concluded, with general information on passport and visa requirements applicable and in particular on the periods for obtaining them, as well as with information on the health formalities</p>   |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
|             |  | <p>required for the journey and the stay;</p> <p>The organizer and/or retailer shall also provide the consumer, in writing or any other appropriate form, with the following information in good time before the start of the journey:</p> <ul style="list-style-type: none"> <li>(i) the times and places of intermediate stops and transport connections as well as details of the place to be occupied by the traveller (e.g. cabin or berth on ship, sleeper compartment on train);</li> <li>(ii) the name, address and telephone number of the organizer's and/or retailer's local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call.</li> </ul> <p>Where no such representatives or agencies exist, the consumer must in any case be provided with an emergency telephone number or any other information that will enable him to contract the organizer and/or the retailer;</p> <ul style="list-style-type: none"> <li>(iii) in the case of journeys or stays abroad by minors, information enabling direct contact to be established with the child or the person responsible at the child's place of stay;</li> </ul> <p>Depending on the particular package, the contract shall contain at least the elements listed below as long as relevant to the particular package;</p> <ul style="list-style-type: none"> <li>(a) the travel destination(s) and, where periods of stay are involved, the relevant periods, with dates;</li> <li>(b) the means, characteristics and categories of transport to be used, the dates, times and points of departure and return;</li> <li>(c) where the package includes accommodation, its location, its tourist category or degree of comfort, its main features, its compliance with the rules of the host State concerned and the meal plan;</li> </ul> |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
|             |  | <p>(d) whether a minimum number of persons is required for the package to take place and, if so, the deadline for informing the consumer in the event of cancellation;</p> <p>(e) the itinerary;</p> <p>(f) visits, excursions or other services which are included in the total price agreed for the package;</p> <p>(g) the name and address of the organizer, the retailer and, where appropriate, the insurer;</p> <p>(h) the price of the package, an indication of the possibility of price revisions referred to in Standard E.1.4.2 and an indication of any dues, taxes or fees chargeable for certain services (landing, embarkation or disembarkation fees at ports and airports, tourist taxes) where such costs are not included in the package;</p> <p>(i) the payment schedule and method of payment;</p> <p>(j) special requirements which the consumer has communicated to the organizer or retailer when making the booking, and which both have accepted;</p> <p>(k) periods within which the consumer must make any complaint concerning failure to perform or improper performance of the contract.</p> <p>All the terms of the contract shall be set out in writing or such other form as is comprehensible and accessible to the consumer and must be communicated to him before the conclusion of the contract; the consumer shall also be given a copy of these terms.</p> |
| 4(4)        | E.1.4.2                                | Prohibition to change the price unless the contract expressly provides for the possibility of upward or downward revision and states precisely how the revised price is to be calculated and solely to allow for  |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
|             |  | <p>variations in:</p> <ul style="list-style-type: none"> <li>- transportation costs, including the cost of fuel,</li> <li>- dues, taxes or fees chargeable for certain services, such as landing taxes or embarkation or disembarkation fees at ports and airports,</li> <li>- the exchange rates applied to the particular package,</li> <li>- hotel accommodation costs.</li> </ul> <p>During a fixed period of time, to be determined in the relevant legislation of the Contracting Party, prior to the departure date stipulated, the price stated in the contract shall not be increased provided that the consumer has paid the full price of the package.</p> |
| 4(5)        | E.1.4.3                                | <p>in the event of changing essential term of the contract before the departure, the consumer will have the right to:</p> <ul style="list-style-type: none"> <li>- either to withdraw from the contract without penalty,</li> <li>- or to accept a rider to the contract specifying the alterations made and their impact on the price.</li> </ul>  |
| 4(6)        | E.1.4.4                                | <p>In the event of cancellation of the package before the agreed date of departure for reasons which are not the fault of the consumer, the consumer will be entitled:</p> <p>a) either to take a substitute package of equivalent or higher quality where the organizer and/or retailer is able to offer him such a substitute. If the replacement package offered is of lower quality, the</p>  |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
|             |  | <p>organizer shall refund the difference in price to the consumer;</p> <p>(b) or to be repaid as soon as possible all sums paid by him under the contract.</p> <p>In such a case, he shall be entitled, if appropriate, to be compensated by either the organizer or the retailer, whichever the relevant Contracting Party's law requires, for non-performance of the contract, except where:</p> <p>(i) cancellation is on the grounds that the number of persons enrolled for the package is less than the minimum number required and the consumer is informed of the cancellation, in writing, within the period indicated in the package description; or</p> <p>(ii) cancellation, excluding overbooking, is for reasons of force majeure, i.e. unusual and unforeseeable circumstances beyond the control of the party by whom it is pleaded, the consequences of which could not have been avoided even if all due care had been exercised.</p> |
| 4(7)        | E.1.4.5                                | <p>Where, after departure, a significant proportion of the services contracted for is not provided or the organizer perceives that he will be unable to procure a significant proportion of the services to be provided the consumer shall be entitled to:</p> <p>Suitable alternative arrangements, at no extra cost to the consumer, for the continuation of the package, and where appropriate compensation for the difference between the services offered and those supplied.</p> <p>If it is impossible to make such arrangements or these are not accepted by the consumer for good reasons, the organizer shall, where appropriate, provide the consumer, at no extra cost, with equivalent transport back to the place of departure, or to another return-point to which the consumer has agreed and shall, where appropriate, compensate the consumer.</p>  |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard   |
|-------------|--|--|
| 5(1)        | E.1.5.1                                | The Contracting Parties shall take the necessary steps to ensure that the organizer and/or retailer party to the contract is liable to the consumer for the proper performance of the obligations arising from the contract, irrespective of whether such obligations are to be performed by that organizer and/or retailer or by other suppliers of services, without prejudice to the right of the organizer and/or retailer to pursue those other suppliers of services.  |
| 5(2)-5(4)   | E.1.5.2                                | <p>The consumer will have a right to compensation in case of failure to perform or the improper performance of the contract unless certain terms which are detailed in Directive 90/314/EEC are fulfilled.</p> <p>The organizer and/or retailer party to the contract shall be required to give prompt assistance to a consumer in difficulty even if the organizer or retailer is not responsible for damages due to the fact that the failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable, or due to the fact that such failures are due to a case of force majeure such as that defined in Standard E.1.4.4, or to an event which the organizer and/or retailer or the supplier of services, even with all due care, could not foresee or forestall.</p> |
| 6           | E.1.6.1                                | In cases of complaint, the organizer and/or retailer must make prompt efforts to find appropriate solutions.   |

**E.3: Regulation (EC) No 261/2004**

**Establishing common rules on compensation and assistance to passenger in the event of denied boarding and of cancellation or long delay of flight**

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
| 1           | E.3.1.1                                | <p>Establishment of minimum rights for passengers when:</p> <p>(a) They are denied boarding against their will; (b) their flight is cancelled; (c) their flight is delayed.</p>   |
| 2           | E.3.2.1                                | <p>The Definitions in Article 2 of Regulation (EC) No 261/2004 shall apply to the standards and requirements relating to the establishment of common rules on compensation and assistance to passenger in the event of denied boarding and of cancellation or long delay of flight specified in this Annex as applicable and appropriate.</p>   |
| 3(2)-(3)    | E.3.3.1                                | <p>The regulatory requirements and standards shall apply on the condition that passengers:</p> <p>(a) have a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in Article 5 of Regulation (EC) No 261/2004, present themselves for check-in,</p> <ul style="list-style-type: none"> <li>- as stipulated and at the time indicated in advance by the air carrier, the tour operator or an authorised travel agent and it was proved that the passenger has received a notification, or, if no time is indicated,</li> <li>- not later than a fixed period of time to be determined in the relevant legislation of the Contracting Party before the published departure time; or</li> <li>(b) have been transferred by an air carrier or tour operator from the flight for which they held a reservation</li> </ul> |



| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
|             |  | <p>to another flight, irrespective of the reason.</p> <p>The regulatory requirements and standards shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.</p>  |
| 4(1)        | E.3.4.1                                | <p>When an operating air carrier reasonably expects to deny boarding on a flight, it shall first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the operating air carrier. Volunteers shall be assisted in accordance with Article 8 of Regulation 261/2004. Such assistance being additional to the benefits mentioned in this standard.</p>   |
| 4(2)        | E.3.4.2                                | <p>If an insufficient number of volunteers come forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers against their will.</p>   |
| 4(3)        | E.3.4.3                                | <p>If boarding is denied to passengers against their will, the operating air carrier shall compensate them and assist them (passengers shall be offered the choice between reimbursement of the cost of the ticket together with, when relevant, a return flight; or re-routing under comparable transport conditions to the final destination at the earliest opportunity; or re-routing under comparable transport conditions to the final destination at a later date at the passenger's convenience subject to availability of seats; meals and refreshments; two telephone calls, fax/e-mail; hotel accommodation, when necessary, and transport between the airport and place of accommodation) in accordance with the relevant legislation of the Contracting Party.</p> |
| 5(1)        | E.3.5.1                                | <p>In case of cancellation of a flight, the passengers concerned shall: (a) be offered assistance by the operating air carrier ((i) choice between reimbursement of the cost of the ticket together with, when relevant, a return</p>   |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
|             |  | flight; or re-routing under comparable transport conditions to the final destination at the earliest opportunity; or re-routing under comparable transport conditions to the final destination at a later date at the passenger's convenience subject to availability of seats; and (ii) in the event of re-routing, meals and refreshments and two telephone calls, fax/e-mail as well as hotel accommodation, when necessary, and transport between the airport and place of accommodation) and (b) have the right to compensation by the operating air carrier, unless they are informed of the cancellation well in advance of the scheduled time of departure (a fixed time period to be determined in the relevant legislation of the Contracting Party) or they are informed at a later stage and are offered re-routing allowing them to depart and reach their final destination within a fixed period of time (close to the scheduled time of departure and arrival) to be determined in the relevant legislation of the Contracting Party. |
| 5(2)        | E.3.5.2                                | When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.  |
| 5(3)        | E.3.5.3                                | An operating air carrier shall not be obliged to pay compensation, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.   |
| 5(4)        | E.3.5.4                                | The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.  |
| 6           | E.3.6.1                                | When an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure by two hours or more, passengers shall be offered assistance by the operating air carrier (meals and refreshments and two telephone calls, fax/e-mail); when the delay is at least five hours, the passenger has a choice of waiting for original flight or reimbursement of the cost of the ticket together with, when relevant, a return flight, and additional assistance of hotel accommodation, when an overnight stay of one or more nights is required, and transport between the airport and place of accommodation.   |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
| 7           | E.3.7.1                                | <p>Where compensation is to be provided, passengers shall receive compensation amounting to:</p> <ul style="list-style-type: none"> <li>(a) 1,250 NIS or EUR 250 for all flights of 2000 kilometres or less;</li> <li>(b) 2,000 NIS or EUR 400 for flights between 2000 and 4500 kilometres;</li> <li>(c) 3,000 NIS or EUR 600 for all flights not falling under (a) or (b).</li> </ul> <p>In determining the distance, the basis shall be the last destination at which the denial of boarding or cancellation will delay the passenger's arrival after the scheduled time.</p> <p>When passengers are offered re-routing to their final destination on an alternative flight, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked by certain short fixed period of time to be determined in the relevant legislation of the Contracting Party, the operating air carrier may reduce the compensation by 50 %.</p> <p>The compensation shall be paid in cash, by electronic bank transfer, or cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.</p> |
| 8(3)        | E.3.8.1                                | <p>When, in the case where a town, city or region is served by several airports, an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to that for which the booking was made, or to another close-by destination agreed with the passenger.</p>  |
| 10(1)       | E.3.10.1                               | <p>If an operating air carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.</p>   |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
| 10(2)       | E.3.10.2                               | If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, it shall provide reimbursement in accordance with the relevant legislation of the Contracting Party.  |
| 11(1)       | E.3.11.1                               | Operating air carriers shall give priority to carrying persons with reduced mobility and any persons or certified service dogs accompanying them, as well as unaccompanied children.  |
| 11(2), 9(3) | E.3.11.2                               | In cases of denied boarding, cancellation and delays, persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to care as soon as possible. When providing care, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children  |
| 12          | E.3.12.1                               | <p>The standards delivered in Regulation 261/2004 shall apply without prejudice to a passenger's rights to further compensation. The compensation granted under Regulation 261/2004 may be deducted from such compensation.</p> <p>Without prejudice to relevant principles and rules of national law, the above shall not apply to passengers who have voluntarily surrendered a reservation under Article 4(1) of Regulation 261/2004.</p>  |
| 13          | E.3.13.1                               | In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under Regulation 261/2004, no provision of the Regulation may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the law applicable. In particular, Regulation 261/2004 shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or another person with whom the operating air carrier has a contract. Similarly, no provision of the Regulation may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating air carrier has a contract, to seek reimbursement or compensation from the operating air carrier in accordance with applicable relevant laws. |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
| 14(1)       | E.3.14.1                               | The operating air carrier shall ensure that at check-in a clearly legible notice containing the following text (or similar content) is displayed in a manner clearly visible to passengers: ‘If you are denied boarding or if your flight is cancelled or delayed, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance’.   |
| 14(2)       | E.3.14.2                               | An operating air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the rules for compensation and assistance in line with Regulation 261/2004. It shall also provide each passenger affected by a significant delay with an equivalent notice.  |
| 15          | E.3.15.1                               | Obligations vis-à-vis passengers pursuant to this Regulation may not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.<br><br>If, nevertheless, such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in Regulation 261/2004, the passenger shall still be entitled to take the necessary proceedings before the competent courts in order to obtain additional compensation. |
| 16          | E.3.16.1                               | The Contracting Parties shall ensure the enforcement of these regulatory requirements and standards stemming from Regulation 261/2004. The enforcement measures, which may include enforcement measures based on court rulings in the field of civil law, shall be effective, proportionate and dissuasive.   |

**E.4: Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air**

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
| 1(1)        | E.4.1.1                                | Establishment of rules for the protection of and provision of assistance to disabled persons and persons with reduced mobility travelling by air, both to protect them against discrimination and to ensure that they receive assistance.                                   |
| 2           | E.4.2.1                                | The Definitions in Article 2 of Regulation (EC) No 1107/2006 shall apply to the standards and requirements concerning the rights of disabled persons and persons with reduced mobility when travelling by air specified in this Annex as applicable and appropriate.        |
| 3           | E.4.3.1                                | An air carrier or its agent or a tour operator shall not refuse, on the ground of disability, to accept a reservation for a flight or to embark a disabled person or a person with reduced mobility, provided that the person concerned has a valid ticket and reservation. |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
| 4(1)        | E.4.4.1                                | <p>An air carrier or its agent or a tour operator may refuse, on the ground of disability, to accept a reservation from or to embark a disabled person or a person with reduced mobility:</p> <p>(a) in order to meet applicable safety requirements established by international or national law or in order to meet safety requirements established by the authority that issued the air operator's certificate to the air carrier concerned;</p> <p>(b) if the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible.</p> <p>In the event of refusal to accept a reservation on the grounds referred to under points (a) or (b), the air carrier, its agent or the tour operator shall make reasonable efforts to propose an acceptable alternative to the person in question.</p> <p>A disabled person or a person with reduced mobility who has been denied embarkation on the grounds of his or her disability or reduced mobility and any person accompanying this person shall be offered the right to reimbursement or re-routing as provided for in Article 8 of Regulation 261/2004. The right to the option of a return flight or re-routing shall be conditional upon all safety requirements being met.</p> |
| 4(2)        | E.4.4.2                                | <p>In order to meet applicable safety requirements established by international or national law or in order to meet safety requirements established by the authority that issued the air operator's certificate to the air carrier concerned - an air carrier or its agent or a tour operator may require that a disabled person or person with reduced mobility be accompanied by another person who is capable of providing the assistance required by that person.</p>   |

| Article No. | Standard No.<br>(Part/Leg#/Art<br>#/Std#) | Standard  |
|-------------|---|---|
| 4(3)        | E.4.4.3                                   | <p>Obligation on carriers or their agents to provide passengers with disability information regarding safety rules that they apply to the carriage of disabled persons and persons with reduced mobility, as well as any restrictions on their carriage or on that of mobility equipment due to the size of aircraft.</p> <p>A tour operator shall make such safety rules and restrictions available for flights included in package travel, package holidays and package tours which it organises, sells or offers for sale.</p>   |
| 4(4)        | E.4.4.4                                   | <p>When an air carrier or its agent or a tour operator exercises derogation under standards E.4.4.1 or E.4.4.2, it shall immediately inform the disabled person or person with reduced mobility of the reasons therefore. On request, an air carrier, its agent or a tour operator shall communicate these reasons in writing to the disabled person or person with reduced mobility within a fixed period of time from the request, as short as possible, to be determined in the relevant legislation of the Contracting Party, taking into account the interests of persons with reduced mobility.</p> |
| 5(1)-5(2)   | E.4.5.1                                   | <p>The managing body of an airport shall, taking account of local conditions, designate points of arrival and departure within the airport boundary or at a point under the direct control of the managing body, both inside and outside terminal buildings, at which disabled persons or persons with reduced mobility can, with ease, announce their arrival at the airport and request assistance. The points of arrival and departure shall be clearly signed and shall offer basic information about the airport, in accessible formats.</p>   |
| 6(1)        | E.4.6.1                                   | <p>Air carriers, their agents and tour operators shall take all measures necessary for the receipt, at all their points of sale in the territory of the Contracting Parties to which the Treaty applies, including sale by telephone and via the Internet, of notifications of the need for assistance made by disabled persons or persons with reduced mobility.</p>   |
| 6(2)-6(3)   | E.4.6.2                                   | <p>When an air carrier or its agent or a tour operator receives a prior notification of the need for assistance, it shall transmit the information concerned before the published departure time for the flight: (a) to the</p>   |



| Article No.    | Standard No.<br>(Part/Leg#/Art<br>#/Std#) | Standard  |
|----------------|---|---|
|                |   | managing bodies of the airports of departure, arrival and transit, and (b) to the operating air carrier, if a reservation was not made with that carrier, unless the identity of the operating air carrier is not known at the time of notification, in which case the information shall be transmitted as soon as practicable. The exact definitions and specifications of "prior notification" shall be determined in the Contracting Parties relevant rules and procedures.  |
| 6(4) + Annex I |   | As soon as possible after the departure of the flight, an operating air carrier shall inform the managing body of the airport of destination, if situated in the territory of a Contracting Party, of the number of disabled persons and persons with reduced mobility on that flight requiring assistance specified in Annex I of Regulation 1107/2006 and of the nature of that assistance.   |
| 7(1)           | E.4.7.1                                   | When a disabled person or person with reduced mobility arrives at an airport for travel by air, the managing body of the airport shall be responsible for ensuring the provision of the assistance specified in Annex I of Regulation 1107/2006 in such a way that the person is able to take the flight for which he or she holds a reservation, provided that the notification of the person's particular needs for such assistance has been made to the air carrier or its agent or the tour operator concerned with prior notice. This notification shall also cover a return flight, if the outward flight and the return flight have been contracted with the same air carrier. The exact definitions and specifications of "prior notice", shall be determined in the Contracting Parties relevant rules and procedures. |
| 7(2)           | E.4.7.2                                   | Where use of a recognised assistance dog is required, this shall be accommodated provided that notification is made to the air carrier or its agent or the tour operator in accordance with applicable national rules covering the carriage of assistance dogs on board aircraft, where such rules exist.   |
| 7(3)           | E.4.7.3                                   | If no notification is made in accordance with relevant national rules, the managing body shall make all reasonable efforts to provide assistance in such a way that the person concerned is able to take the flight for which he or she holds a reservation.  |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|-------------|--|---|
| 7(4)        | E.4.7.4                                | The provisions of Standard E.4.7.1 shall apply on condition that: (a) the person presents himself or herself in time for check-in (b) the person arrives in time at a point within the airport boundary designated according to standard E.4.5.1. The exact definitions and specifications of "in time", shall be determined in the Contracting Parties relevant rules and procedures.  |
| 7(5)        | E.4.7.5                                | When a disabled person or person with reduced mobility transits through an airport of a Contracting Party, or is transferred by an air carrier or a tour operator from the flight for which he or she holds a reservation to another flight, the managing body shall be responsible for ensuring the provision of the assistance specified in Annex I of Regulation 1107/2006 in such a way that the person is able to take the flight for which he or she holds a reservation.   |
| 7(6)-7(7)   | E.4.7.6                                | On the arrival by air of a disabled person or person with reduced mobility at an airport of a Contracting Party, the managing body of the airport shall be responsible for ensuring the provision of the assistance specified in Annex I of Regulation 1107/2006 in such a way that the person is able to reach his or her point of departure from the airport as referred to in standard E.4.5.1. The assistance provided shall, as far as possible, be appropriate to the particular needs of the individual passenger.   |
| 8           | E.4.8.1                                | <p>The managing body of an airport shall be responsible for ensuring the provision of the assistance specified in Annex I of Regulation 1107/2006 without additional charge to disabled persons and persons with reduced mobility.</p> <p>The managing body may provide such assistance itself. Alternatively, in keeping with its responsibility, and subject always to compliance with the quality standards referred to in Standard E.4.9.1, the managing body may contract with one or more other parties for the supply of the assistance. In cooperation with airport users, through the Airport Users Committee where one exists, the managing body may enter into such a contract or contracts on its own initiative or on request, including from an air carrier, and taking into account the existing services at the airport concerned. In the event that it refuses such a request, the</p> |

| Article No.   | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard  |
|---------------|--|---|
|               |  | managing body shall provide written justification.  |
| 9             | E.4.9.1                                | <p>With the exception of airports whose annual traffic is less than 150 000 commercial passenger movements, the managing body shall set quality standards for the assistance specified in Annex I of Regulation 1107/2006 and determine resource requirements for meeting them, in cooperation with airport users, through the Airport Users Committee where one exists, and organisations representing disabled passengers and passengers with reduced mobility.</p> <p>In the setting of such standards, full account shall be taken of internationally recognised policies and codes of conduct concerning facilitation of the transport of disabled persons or persons with reduced mobility, notably the ECAC Code of Good Conduct in Ground Handling for Persons with Reduced Mobility.</p> <p>The managing body of an airport shall publish its quality standards.</p> <p>An air carrier and the managing body of an airport may agree that, for the passengers whom that air carrier transports to and from the airport, the managing body shall provide assistance of a higher standard than the standards referred to above or provide services additional to those specified in Annex I of Regulation 1107/2006.</p> |
| 10 + Annex II | E.4.10.1                               | <p>An air carrier shall provide the assistance specified in Annex II of Regulation 1107/2006 without additional charge to a disabled person or person with reduced mobility departing from, arriving at or transiting through an airport to which Regulation 1107/2006 applies provided that the person in question fulfils the conditions set out in standard E.4.7.1, E.4.7.2 and E.4.7.4.</p>  |
| 11            | E.4.11.1                               | <p>Air carriers and airport managing bodies shall: (a) ensure that all their personnel, including those employed by any sub-contractor, providing direct assistance to disabled persons and persons with reduced mobility have knowledge of how to meet the needs of persons having various disabilities or mobility impairments;</p>   |

| Article No. | Standard No.<br>(Part/Leg#/Art #/Std#) | Standard   |
|-------------|--|--|
|             |  | (b) provide disability-equality and disability-awareness training to all their personnel working at the airport who deal directly with the travelling public; (c) ensure that, upon recruitment, all new employees attend disability related training and that personnel receive refresher training courses when appropriate.  |
| 12          | E.4.12.1                               | Where wheelchairs or other mobility equipment or assistive devices are lost or damaged whilst being handled at the airport or transported on board aircraft, the passenger to whom the equipment belongs shall be compensated, in accordance with rules of international and national law.   |
| 13          | E.4.13.1                               | Obligations towards disabled persons and persons with reduced mobility pursuant to Regulation 1107/2006 shall not be limited or waived.  |
| 14          | E.4.14.1                               | Each Contracting Party shall designate a body or bodies responsible for the enforcement of Regulation 1107/2006 as regards flights departing from or arriving at airports situated in its territory. Where appropriate, this body or bodies shall take the measures necessary to ensure that the rights of disabled persons and persons with reduced mobility are respected, including compliance with the quality standards referred to in Standard E.4.9.1. The Contracting Parties shall inform each other of the body or bodies designated.  |
| 15          | E.4.15.1                               | <p>A disabled person or person with reduced mobility who considers that Regulation 1107/2006 has been infringed may bring the matter to the attention of the managing body of the airport or to the attention of the air carrier concerned, as the case may be. If the disabled person or person with reduced mobility cannot obtain satisfaction in such way, complaints may be made to any body or bodies designated under standard E.4.14.1, about an alleged infringement of this Regulation.</p> <p>The Contracting Parties shall take measures to inform disabled persons and persons with reduced mobility of their rights under Regulation 1107/2006 and of the possibility of complaint to the designated body or bodies.</p> |

| Article No. | Standard No.<br>(Part/Leg#/Art<br>#/Std#) | Standard  |
|-------------|---|---|
| 16          | E.4.16.1                                  | The Contracting Parties shall lay down rules on penalties applicable to infringements of Regulation 1107/2006 and shall take all the measures necessary to ensure that those rules are implemented. The penalties provided for must be effective, proportionate and dissuasive. A Contracting Party shall, upon request from the other Contracting Party, notify the provisions concerning the penalties to that other Contracting Party. |

## **PART F:**

**F.1: Council Directive 2000/79/EEC of 27 November 2000 concerning the European agreement on the organisation of working time of mobile workers in civil aviation concluded by the Association of European Airlines (AEA), the European Transport Workers' Federation (ETF), the European Cockpit Association (ECA), the European Regions Airline Association (ERA) and the International Air Carrier Association (IACA)**

| <b>Clause No. (of the Annex)</b> | <b>Standard No. (Part/Leg#/Art #/Std#)</b> | <b>Standard</b>  |
|----------------------------------|--|--|
| 1                                | F.1.1.1                                    | The standards and requirements specified in this Annex apply to the working time of mobile staff in civil aviation.  |
| 2                                | F.1.2.1                                    | The Definitions in Clause 2 of Council Directive 2000/79/EEC shall apply to the standards and requirements relating to the working time of mobile workers in civil aviation specified in this Annex as applicable and appropriate.   |
| 3(1)                             | F.1.3.1                                    | Flight crew members in civil aviation are entitled to paid annual leave of at least four weeks, in accordance with the conditions for entitlement to, and granting of, such leave laid down by national legislation and/or practice.<br><br>Cabin crew members in civil aviation are entitled to paid annual leave in accordance with the applicable legislation of the Contracting Party. |
| 4(1a)                            | F.1.4.1                                    | Mobile staff in civil aviation are entitled to a free health assessment before their assignment and thereafter at regular intervals.   |
| 4(1b)                            | F.1.4.2                                    | Mobile staff in civil aviation suffering from health problems recognized as being connected with the fact that they also work at night will be transferred whenever possible to mobile or non-mobile day work to which they are suited.  |

| Clause No. (of the Annex) | Standard No. (Part/Leg#/Art #/Std#) | Standard   |
|---------------------------|-------------------------------------|--|
| 4(2)                      | F.1.4.3                             | The free health assessment shall comply with medical confidentiality.  |
| 4(3)                      | F.1.4.4                             | The free health assessment may be conducted within the national health system.   |
| 5(1)                      | F.1.5.1                             | Mobile staff in civil aviation will have safety and health protection appropriate to the nature of their work.   |
| 5(2)                      | F.1.5.2                             | Adequate protection and prevention services or facilities with regard to the safety and health of mobile staff in civil aviation will be available at all times  |
| 6                         | F.1.6.1                             | Necessary measures will be taken to ensure that an employer, who intends to organize work according to a certain pattern, takes account of the general principle of adapting work to the worker.   |
| 7                         | F.1.7.1                             | Information concerning specific working patterns of mobile staff in civil aviation should be provided to the competent authorities, if they so request.  |
| 8(1)                      | F.1.8.1                             | Working time should be looked at without prejudice to any future legislation in the Contracting Parties on flight and duty time limitations and rest requirements and in conjunction with national legislation on this subject which should be taken into consideration in all related matters.  |
| 8(2)                      | F.1.8.2                             | The maximum block flying time shall be limited to 900 hours. To this purpose - 'Block flying time' means the time a mobile staff member is in position at the cockpit (for flight crew members) or at the cabin (for cabin crew members), from the moment an aircraft first started moving from its parking place for the purpose of taking off until the moment it comes to rest on the designated parking position and until all engines are stopped. A deviation of 15% for flight crew members and 20% for cabin crew members in the quantitative figure mentioned in this Standard shall be considered as an equivalent standard. |
| 8(3)                      | F.1.8.3                             | The maximum annual working time shall be spread as evenly as practicable throughout the year.  |

| Clause No. (of the Annex) | Standard No. (Part/Leg#/Art #/Std#) | Standard  |
|---------------------------|-------------------------------------|---|
| 9                         | F.1.9.1                             | <p>Mobile staff in civil aviation shall be given days free of all duty and standby, which are notified in advance, as follows:</p> <ul style="list-style-type: none"> <li>(a) at least 7 days in each calendar month, which may include any rest periods required by law; and</li> <li>(b) at least 96 days in each calendar year, which may include any rest periods required by law.</li> </ul> <p>A deviation of 20% in the quantitative figures mentioned in this Standard shall be considered as an equivalent standard.</p> |