

AGREEMENT

between

THE GOVERNMENT OF THE KINGDOM OF SWEDEN

and

THE GOVERNMENT OF THE KINGDOM OF DENMARK

regarding

the Establishment of a Danish-Swedish Functional Airspace Block

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Director, Legal Services

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PREAMBLE

The Government of the Kingdom of Sweden,

and

The Government of the Kingdom of Denmark,

TAKING INTO CONSIDERATION all applicable European Community legislation relating to the creation of the Single European Sky;

DESIRING to optimise capacity and efficiency of the Air Traffic Management network and minimise the environmental impact while at the same time maintaining a high level of safety within their respective airspace and achieve positive general public economical interests;

RECOGNISING the obligations that each Contracting State is bound by as parties to the Chicago Convention;

RECOGNISING that an Agreement regarding the establishment of a Functional Airspace Block, shall not affect their prerogative rights with regard to matters relating to security and defence in their respective airspace or territory;

RECOGNISING that the National Supervisory Authority of each Contracting State shall establish appropriate arrangements for a close co-operation with each other to ensure an adequate oversight of Air

Navigation Service Providers that holds a valid certificate issued by a Member State and that provides Air Navigation Services in the airspace that falls under the responsibility of another Member State; and

WHEREAS the aim of this Agreement is to establish a Functional Airspace Block between the Contracting States and to form the basis for their respective Competent Authority to negotiate and enter into agreements regarding specific regulatory, operational and technical aspects related to the Functional Airspace Block.

Hereby agree as follows:

**ARTICLE 1 -
Definitions and Interpretation**

1. For the purpose of this Agreement, the following terms shall have the meanings set out below, except where the context otherwise requires:

"Aerodrome Control Services" means Air Traffic Control Services for aerodrome traffic;

"Aeronautical Information Services" means a service established within the defined area of coverage responsible for the provision of aeronautical information and data necessary for the safety, regularity, and efficiency of air navigation;

"Agreement" means this agreement including all its exhibits;

"Air Navigation Services" means Air Traffic Services; Communication Services; Navigation Services; Surveillance Services; Meteorological Services for Air Navigation; and Aeronautical Information Services;

"Air Navigation Service Providers" means any public or private entity providing Air Navigation Services for General Air Traffic;

"Air Traffic Advisory Services" means a service that is provided within advisory airspace in order to ensure separation, as far as practically possible, between aircraft that are operating under instrument flight rules;

"Air Traffic Control Services" means a service provided for the purpose of preventing collisions between aircraft, and in the manoeuvring are

between aircraft and obstructions; and expediting and maintaining an orderly flow of air traffic;

"Air Traffic Flow Management" means a function established with the objective of contributing to a safe, orderly and expeditious flow of air traffic by ensuring that air traffic control capacity is utilised to the maximum extent possible, and that the traffic volume is compatible with the capacities declared by the appropriate Air Navigation Service Provider;

"Air Traffic Management" means the aggregation of the airborne and ground based functions (Air Traffic Services, Airspace Management and Air Traffic Flow Management) required in order to ensure the safe and efficient movement of aircraft during all phases of operations;

"Air Traffic Services" means the various Flight Information Services, Alerting Services, Air Traffic Advisory Services and Area Control Service, Approach Control Service, and Aerodrome Control Service;

"Airspace Management" means the planning function with the primary objective of maximising the utilisation of available airspace by dynamic timesharing and, at times, the segregation of airspace among various categories of Airspace Users on the basis of short term needs;

"Airspace Users" means all aircraft operated as General Air Traffic;

"Alerting Services" means a service that provides notification to appropriate organisations regarding aircraft in need of search rescue aid, and assists such organisations as required;

"Area Control Services" means an Air Traffic Control Service for controlled flights in a block of airspace;

"Approach Control Services" means an Air Traffic Control Service for arriving or departing controlled flights;

"Chicago Convention" means the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;

"Communication Services" means Aeronautical fixed and mobile services to enable ground to ground, air to ground, and air to air communication for air traffic control purposes;

"Contracting State" means either the Kingdom of Sweden or the Kingdom of Denmark;

"Flight Information Services" means a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights;

"Functional Airspace Block" means an airspace block based on operational requirements, reflecting the need to ensure more integrated management of the airspace regardless of existing boundaries;

"General Air Traffic" means all movements of civil aircraft, as well as all movements of State aircraft (including military, customs and police aircraft) when these movements are carried out in conformity with the procedures of the International Civil Air Organisation;

"Meteorological Services" means those facilities and services that provide aircraft with meteorological forecasts, briefs and observations as well as any other meteorological information and data provided by states for aeronautical use;

"National Supervisory Authority" means the body or bodies which the Contracting States, in accordance with Article 4.1 of Regulation (EC) No 549/2004 of 10 March 2004 laying down the framework for the creation of the single European sky, shall nominate or establish in order to assume the tasks assigned to it under the regulation;

"Navigation Services" means those facilities and services that provide aircraft with positioning and timing information;

"Surveillance Services" means those facilities and services used to determine the respective positions of aircraft to allow safe separation.

2. Unless otherwise stated, all references to sections and exhibits that are made in this Agreement, shall be interpreted as references to sections of, and exhibits to, this Agreement.

3. Unless otherwise stated, all references to statutory or other legislative provisions shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefore

**ARTICLE 2 -
Establishment of a Functional Airspace Block and Sphere of
Application of this Agreement**

1. The Contracting States hereby agree to establish a Danish-Swedish Functional Airspace Block (the "Danish-Swedish FAB"). This Agreement defines the rights and obligations of each Contracting State in connection with the creation of the Danish-Swedish FAB.

2. This Agreement shall be without prejudice to the agreement of 23 January 1981, between the Government of the Kingdom of Sweden and the Government of the Kingdom of Denmark regarding Air Traffic Services.

**ARTICLE 3-
Delineated Airspace**

1. The Danish-Swedish FAB shall be comprised by the airspace delineated in Exhibit 1.

2. All modifications and alternations of the delineation of the Danish-Swedish FAB shall be agreed on by the Contracting States after consultation with the relevant authorities.

3. The Contracting States shall, if they agree to modify or alter the delineation, ensure that appropriate transitional measures are in place and that all affected exhibits are amended accordingly.

**ARTICLE 4-
Sovereignty**

This Agreement shall be without prejudice to the Contracting States' sovereignty over their respective airspace and their rights and obligations under the Chicago Convention or other instruments of international law.

**ARTICLE 5 -
Public Security and Defence**

1. This Agreement shall be without prejudice to the Contracting States' respective interests regarding public security and defence matters.
2. Arrangements for civil and military co-operation within the Danish-Swedish FAB, shall be established by the competent civil and military authorities, of the Contracting States.

**ARTICLE 6 -
Governance and Management**

1. The Contracting States shall jointly govern and manage the Danish-Swedish FAB.
2. The Danish-Swedish FAB shall be governed and managed in a way that enables the Contracting States to achieve a high level of safety within their respective airspace and achieve positive general public economical interests.

**ARTICLE 7 -
Competent Authorities**

1. Each Contracting State shall appoint one authority to perform the assignments under this Agreement ("Competent Authority").
2. As of the effective date of this Agreement, the Competent Authority of the Kingdom of Denmark shall be Statens Luftfartsvæsen, while Transportstyrelsen shall be the Competent Authority of the Kingdom of Sweden. A Contracting State shall immediately notify the other Contracting State if it intends to replace its Competent Authority.
3. The Competent Authorities shall jointly establish arrangements for safe and effective operations within the Danish-Swedish FAB. These arrangements shall be defined in written agreements between the Competent Authorities. The agreements shall include specific provisions regarding *inter alia*, regulatory, operational and technical aspects and provisions regarding supervision and occurrence reporting.
4. If military interests are affected by the operations within the Danish-Swedish FAB, each Competent Authority shall ensure that the military authorities' legislative rights under its respective national legislation are safeguarded.

**ARTICLE 8 -
Civil and Military Consultation**

1. In order to ensure appropriate consultation and co-ordination mechanisms between the competent civil and military authorities and the relevant stakeholders on issues of common interest affecting the Danish-Swedish FAB, the Contracting States have decided to establish the Danish Swedish FAB High Level Group (the "Group").
2. The Group shall consist of representatives from the Competent Authorities, military authorities, Air Navigation Service Providers, and other stakeholders.
3. The Terms of Reference for the Group shall be jointly determined by the Competent Authorities.

**ARTICLE 9 -
Airspace**

1. The Competent Authorities shall jointly design and manage the airspace in the Danish-Swedish FAB. The Competent Authorities shall furthermore, taking national military requirements into consideration, jointly ensure the implementation of Air Traffic Flow Management. The relevant authorities may for this purpose, establish a joint civil and military airspace co-ordination body to solve issues of common interest.
2. With due respect to Paragraph 1, the airspace configuration, Flight Information Regions (areas of responsibility), routes and sectors in

the Danish-Swedish FAB shall be determined by the respective Competent Authority.

**ARTICLE 10 -
Applicable Rules and Procedures**

1. The Competent Authorities shall, when feasible, ensure regulatory synergies and consistent approaches with regard to the rules and procedures applied within the Danish-Swedish FAB.
2. Until such rules and procedures referred to in Paragraph 1, have been established, the rules and procedures in the Contracting State in which the Air Navigation Service is provided shall apply.

**ARTICLE 11 -
Oversight**

The Competent Authorities shall make appropriate arrangements to ensure an adequate supervision and oversight of Air Navigation Service Providers certified in one Contracting State and which provides Air Navigation Services in the airspace that falls under the responsibility of the other Contracting State.

**ARTICLE 12 -
Performance**

The Competent Authorities shall jointly determine the performance plan for the Danish-Swedish FAB, including binding performance targets and an appropriate incentive scheme, taking applicable community legislation into account.

**ARTICLE 13 -
Charging Zones**

The Contracting States hereby conclude and agree that all existing charging zones within the Danish-Swedish FAB shall remain in effect until otherwise agreed upon by the Authorities.

**ARTICLE 14 -
Investigation of Accidents and Incidents**

1. Accidents and serious incidents shall be investigated by the Accident Investigation Board in the state where the accident or incident has occurred.
2. The Contracting State in which the accident or incident occurred shall, upon request to the other Contracting State, in accordance with national legislation, be provided with all material from Air Traffic Service units and authorities (including radar data recordings and tape transcriptions) in the other Contracting State that is necessary to conduct the investigation.

ARTICLE 15 -

Accession

1. States which are not parties to this Agreement may accede to it by submitting an application to each Contracting State which must be unanimously approved.
2. The accession of a state to this Agreement shall always be preceded by an agreed transitional period.

ARTICLE 16 -

Withdrawal and Termination

1. Each Contracting State may withdraw from the Danish-Swedish FAB by giving the other Contracting States a two (2) year prior written notice.
2. Either Contracting State may at any time give notice in writing to the other Contracting State of its decision to terminate this Agreement. This Agreement shall terminate at midnight two (2) years after receipt of such notice by that other Contracting State, unless the notice is withdrawn by agreement before the end of this period.
3. The withdrawing or terminating state as applicable, shall immediately inform the European Commission of its decision to withdraw from the Danish-Swedish FAB or terminate this Agreement.

ARTICLE 17 -

Suspension

1. In order to safeguard public order and security, or in the event of *inter alia*, war, terrorism, political instability, natural disasters, or during other similar exceptional circumstances which is beyond the reasonable control of either Contracting State and which prevents it to fulfil its obligations under this Agreement, the affected Contracting State shall have the right to suspend this Agreement with immediate effect.

2. The Contracting State that suspends this Agreement (the "Suspending State") shall immediately notify the other Contracting State of its decision and provide an explanation on the reason for the suspension.

3. The Suspending State shall make its best endeavours to raise the suspension as soon as practicably possible.

ARTICLE 18 -

Amendments and Consultation

1. Either Contracting State may, at any time, request consultations with the other Contracting State if it desires to amend this Agreement. Such requests shall be made in writing and may not be unreasonably denied by the other Contracting State.

2. Amendments to this Agreement shall be in writing and duly signed by each Contracting State in order to be valid and deemed incorporated in, and part of, this Agreement.

3. Either Contracting State may, at any time, request consultations regarding the implementation, interpretation, application and compliance of or with this Agreement.

**ARTICLE 19 -
Governing Language**

In case of any discrepancy between the English-language version of this Agreement and any translations thereof, the English-language version shall prevail and the Agreement shall be construed in accordance with the English-language version.

**ARTICLE 20 -
Dispute Resolution**

If any dispute or controversy arises between the Contracting States concerning the interpretation or application of this Agreement, the Contracting States shall in the first place try to settle it through negotiations.

Should the Contracting States be unable to settle their dispute regarding this Agreement, Each Contracting State may withdraw from the Danish-Swedish FAB in accordance with the Agreement, or within a time agreed by the Contracting States.

ARTICLE 21 -

Entry into Force and Duration

1. This Agreement enters into force on the date of its signature.
2. The Competent Authorities shall agree in writing on the date on which the Danish-Swedish FAB shall become operational.
3. This Agreement shall continue in full force and effect until terminated by either Contracting State or as otherwise provided in this Agreement

ARTICLE 22 -

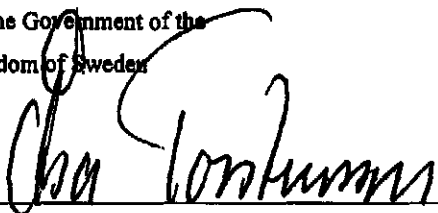
Registration

This Agreement and any amendment thereof shall be registered with the International Civil Air Organisation in accordance with Article 83 of the Chicago Convention.

IN WITNESS WHEREOF the undersigned, having been duly authorised by their respective Government, have signed this Agreement.

DONE at Brussels this 17 day of ^{December} 2009, in two (2) identical copies in the English language of which the Government of the Kingdom of Sweden and the Government of the Kingdom of Denmark has taken one (1) each.

For the Government of the
Kingdom of Sweden



Asa Torstensson
Minister of Infrastructure

For the Government of the
Kingdom of Denmark



Lars Barfoed
Minister of Transport

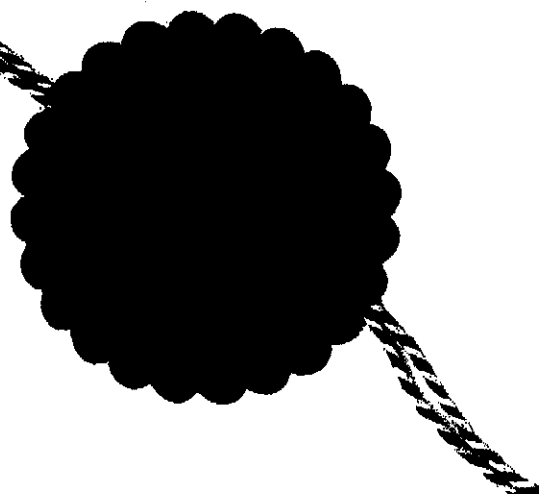


Exhibit 1

to
AGREEMENT between
THE GOVERNMENT OF THE KINGDOM OF DENMARK
and
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
regarding the establishment of a
Danish-Swedish Functional Airspace Block (FAB)

The following coordinates states the Airspace to be included in the Danish-Swedish FAB. The coordinates are in accordance with ICAO Regional Agreement and Air Navigation Plan, European Region.

Copenhagen Flight Information Region (FIR):

58 30 00N 010 30 00E - 56 12 53N 012 22 05E - Danish-Swedish border - 55 20 12N 012 38 27E -
54 55 00N 012 51 00E - 54 27 00N 012 00 00E - 54 26 45N 011 50 00E - 54 27 50N 011 40 00E -
54 30 00N 011 30 00E - 54 33 15N 011 20 00E - 54 36 10N 011 10 00E - 54 38 40N 011 00 00E -
54 39 10N 010 50 00E - 54 39 20N 010 40 00E - 54 39 30N 010 30 00E - 54 42 00N 010 20 00E -
54 44 35N 010 10 00E - 54 45 54N 010 03 13E - Danish-German border - 55 04 09N 008 23 31E -
55 04 00N 008 20 00E - 55 00 00N 008 00 00E -
along the latitude 55 00 00N to 55 00 00N 005 00 00E - 57 00 00N 005 00 00E -
along the latitude 57 00 00N to 57 00 00N 007 30 00E - 58 30 00N 010 30 00E

Ground - Unlimited

Sweden Flight Information Region / Upper Flight Information Region (FIR/UIR)

69 03 36N 020 32 55E - Swedish/Finnish border southward to 65 31 48N 024 08 24E -
64 41 00N 022 55 00E - 63 37 00N 021 30 00E - 63 28 30N 020 40 00E - 63 10 00N 020 10 00E -
61 40 00N 019 30 00E - 61 00 00N 019 19 05E - 60 18 03N 019 07 56E - 60 11 30N 019 05 12E -
59 33 46N 019 58 59E - 59 15 24N 020 32 39E - 59 00 00N 021 00 00E - 57 34 10N 020 09 00E -
57 00 00N 019 50 00E - 55 51 00N 017 30 00E - 54 55 00N 015 52 00E - 54 55 00N 015 08 07E
Clockwise along an arc of 16.2 NM (30 km) radius centred on 55 04 04N 014 44 48E -
54 55 00N 014 21 27E - 54 55 00N 012 51 00E - 55 20 12N 012 38 27E -
Swedish/Danish border northward to
56 12 53N 012 22 05E - 58 30 00N 010 30 00E - 58 45 40N 010 35 32E - 58 53 32N 010 38 20E -
Swedish/Norwegian border northward to 690336N 020 32 55E

Ground - Unlimited

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