

PROGRAMME ARRANGEMENT (PA) No A-1424 [MIOS]

BETWEEN

THE FEDERAL MINISTER OF DEFENCE AND SPORTS OF THE REPUBLIC OF AUSTRIA

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA

AND

THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC

AND

THE MINISTRY OF DEFENCE OF ESTONIA

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND

AND

THE MINISTRY OF DEFENCE OF THE FRENCH REPUBLIC

AND

THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

AND

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA

AND

THE MINISTRY OF DEFENCE OF THE GRAND-DUCHY OF LUXEMBOURG

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

AND

THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC

AND

THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC



AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN

AND

THE GOVERNMENT OF THE KINGDOM OF SWEDEN

AND

THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

AND

THE EUROPEAN DEFENCE AGENCY

REGARDING

"MIOS"

**MILITARY IMPLEMENTATION OF SESAR (SINGLE EUROPEAN SKY AIR TRAFFIC
MANAGEMENT RESEARCH PROGRAMME)**



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Introduction

THE FEDERAL MINISTER OF DEFENCE AND SPORTS OF THE REPUBLIC OF AUSTRIA
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 THE GOVERNMENT OF THE KINGDOM OF SWEDEN
 THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND
 NORTHERN IRELAND

hereinafter referred to as the "MIOS-Contributing Members":

- taking into account the Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency (EDA) and repealing Joint Action 2004/551/CFSP and in particular Chapter IV which refers to ad hoc projects or programmes and associated budgets;
- taking into account the Commission Implementing Regulation (EU) No 409/2013 of 3 May 2013, on the definition of common projects, the establishment of governance and the identification of incentives supporting the implementation of the European Air Traffic Management Master Plan, and in particular articles 5.3 and 8.4 (b);
- taking into account the Council Decision of 24 September 2004 concerning the Rules applicable to national experts and military staff on secondment to the European Defence Agency (2004/677/EC), as amended by Council Decision of 29 January 2007 (2007/216/EC);



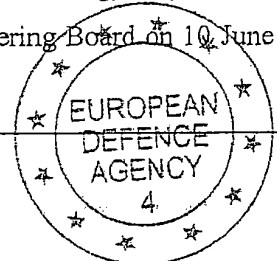
- taking into account the EDA Steering Board Decision N.13/02 of 6 September 2013 establishing arrangements for the recruitment of national experts and military staff seconded to the Agency;
- taking into account the Council Decision 2007/643/CFSP of 18 September 2007 on the financial rules of the European Defence Agency and on the procurement rules;
- taking into account EDA Steering Board Decision (SBD) 2013/09 of 11 April 2013 approving the establishment of a Programme on the Military Implementation of SESAR as an ad hoc Category A Programme; and
- taking into account the Steering Board Decision N° 2010/19 of 10 June 2010 on the General Rules and Procedures and the General Provisions applicable to Ad Hoc research and technology projects and programmes of the EDA as applicable by analogy;

have reached the following understandings concerning this "Military Implementation of SESAR" Category A Programme:



Definitions and Abbreviations

Cat A Programme	A programme established pursuant to Article 19 of the Council Decision
Council Decision	Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency (EDA) and repealing Joint Action 2004/551/CFSP
EASA	The European Aviation Safety Agency
EDA	The European Defence Agency set up under Council Decision
EDA CE	Chief Executive of the EDA
EDA'S Financial Rules	Council Decision 2007/643/CFSP of 18 September 2007 on the financial rules of the European Defence Agency and on the procurement rules and rules on financial contributions from the operational budget of the European Defence Agency
EDA Steering Board	The Steering Board of the EDA established under Article 8 of the Council Decision
EU Implementing Regulation on Common Projects	Commission Implementing Regulation (EU) No 409/2013 of 3 May 2013, on the definition of common projects, the establishment of governance and the identification of incentives supporting the implementation of the European Air Traffic Management Master Plan
EUMC	European Union Military Committee
EUMS	European Union Military Staff
Eurocontrol	European Organisation for the Safety of Air Navigation
GNI	Gross National Income
GP	General Provisions applicable to Ad Hoc Research and Technology Projects and Programmes of the EDA approved by the Agency's Steering Board on 10 June 2010



MAWA	Military Airworthiness Authorities
MIOS	The EDA Category A Programme entitled "Military Implementation of SESAR"
MIOS Ad-Hoc Budget	The appropriations as deemed necessary to cover the costs generated in executing this PA and a forecast of the revenue needed to cover the expenditure within the framework of section 4.
MIOS Ad Hoc Bank Account	The account in which any funds contributed by the MIOS-cMs will be held. The Ad-Hoc Bank Account will be in EURO (€)
MIOS-cM	Contributing Member in the MIOS
MIOS Participants	All signatories of this PA
MC	The Management Committee responsible for supervising the implementation and management of the MIOS
NATO	North Atlantic Treaty Organisation
PA	Programme Arrangement
PO	Project Officer
SES	Single European Sky
SESAR	Single European Sky Air Traffic Management Research Programme
SESAR Cell	Team consisting of a SESAR PO and personnel sent by the MIOS-cMs as national contributions
SESAR JU	Single European Sky Air Traffic Management Research Joint Undertaking
SNE	Seconded National Experts seconded to the MIOS pursuant to the rules set out in SNE Rules defined below



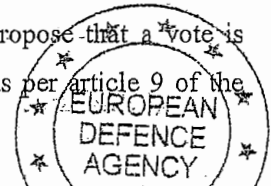
SNE Rules	Council Decision of 24 September 2004 concerning the Rules applicable to national experts and military staff on secondment to the European Defense Agency (2004/677/EC), as amended by Council Decision of 29 January 2007 (2007/216/EC) and EDA Steering Board Decision N.13/02 of 6 September 2013 establishing arrangements for the recruitment of national experts and military staff seconded to the Agency
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Section 1 - Aim

With the adoption of the EU Implementing Regulation on Common Projects for the deployment of SESAR, the defence community will need to be involved on a more systematic basis. The deployment of SESAR projects in relation to the military remains the responsibility of the States concerned; military coordination is required to avoid any adverse impact on defense capabilities. In this context, MIOS will build adequate expertise in EDA with some MIOS-cMs contributing with SNEs, to increase coordination among Ministries of Defence and generate collaborative projects and investigate alternative means of compliance/equivalence based on performance requirements stemming from the assessment of the implications SES and SESAR have for the military.

Section 2 - Management Committee

- (1) In accordance with Article 19 of the Council Decision, a Management Committee (hereinafter the "MC") will be set-up to supervise the management and implementation of MIOS according to the terms of reference to be drafted by the cMs (hereinafter the "Terms of Reference"). The MC will comprise representatives of each MIOS-cM and the EDA's non-voting chair. Each MC member may name a deputy to take his/her place in case of unavailability. The representatives are listed in Annex B. Any changes to Annex B will be notified by the appropriate MIOS-cM in written form to the EDA without requiring any amendment to the PA.
- (2) The MC will meet twice a year but can convene more frequently if the need arises.
- (3) The MC will reach its decisions by consensus. However, in non-financial issues when a consensus cannot be achieved, the Chairman or any MIOS-cM may propose that a vote is taken at a qualified majority of the representatives of the MIOS-cMs as per article 9 of the Council Decision 2011/411/CFSP of 12 July 2011.



In all cases, if a MIOS-cM has been outvoted but declares that it has an important reason to oppose the decision, this cM may, after exposing this reason, raise the issue at Ministerial level for a unanimous decision. Such decisions would take place in a meeting of MIOS-cM at Defence Minister level.

- 4) The MC will monitor and manage the progress of the whole MIOS, and in particular:
 - a) approve the MC annual report before submitting it to the EDA Steering Board,
 - b) approve a yearly workplan as submitted by the SESAR Cell,
 - c) supervise the management of the MIOS budget by the responsible EDA Director and approve the final financial report as referred to in Section 9, paragraph 1, including the unspent funds to be reimbursed to the MIOS-cMs in line with Section 9, paragraph 2,
 - d) on the basis of the audited annual financial report, approve the report and grant the discharge to the relevant financial actors.
 - e) settle any disputes on financial or budgetary issues.
- (5) The MC will be disbanded after the end of the MIOS.

Section 3 - SESAR Cell

For the day-to-day management of the MIOS, a SESAR Cell will be established in the responsible EDA Directorate as the executive body of MIOS under the supervision of the responsible EDA Director. The SESAR Cell will be composed of the SESAR PO together with four (4) SNEs. The SNEs will be subject to the SNEs Rules and will have a period of secondment not exceeding four years.

The SESAR Cell will, in accordance with the Terms of Reference, perform the following tasks:

- (1) identify operational and technical risks and financial implications deriving from the implementation of the SES/SESAR;
- (2) identify potential benefits for the military community resulting from the implementation of SES/SESAR;
- (3) facilitate the coordination of military views from and in support of the MIOS-cMs and



the SESAR programme;

- (4) act as the EDA interface with relevant international/European military organizations and entities (e.g. EUMC, EUMS, NATO) the European Commission, SESAR JU, Eurocontrol and EASA to ensure the appropriate level of coordination and maximise complementarities on defence related matters;
- (5) act as EDA interface to provide support to the European Commission and to SESAR JU activities;
- (6) inform military planning mechanism of the requirements stemming from SESAR deployment (e.g. EU Implementing Regulation on Common Projects);
- (7) identify areas of collaboration to present to the MC ad-hoc programmes/projects amongst MIOS-cMs;
- (8) provide for the elaboration of any necessary SESAR related internal or external EDA documentation;
- (9) contribute to the preparation of meetings, workshops and events such as the SES/SESAR Military Implementation Forum;
- (10) identify potential equivalence solutions and develop, in close coordination with the MAWA forum and in collaboration with Eurocontrol and EASA, harmonised means and processes to certify or qualify these solutions;
- (11) produce a yearly workplan, an annual progress report in accordance with section 2 (4) a), b) and c) and an annual report for approval by the MC before it is submitted to the EDA Steering Board.

Section 4 – MIOS Ad Hoc Budget

- (1) The MIOS will be funded from a MIOS Ad Hoc Budget made up from financial contributions by the MIOS-cMs not providing for an SNE as further laid down under Annex A.
- (2) The total financial contributions will not exceed EUR 1,12 million, based on a 4 year duration of the Programme as stated in Section 10 of this PA.
- (3) Non-financial contributions will be composed of 4 the (four) SNEs as mentioned under



Section 3 above. The MIOS-cMs that provide for an SNE will not be asked to contribute financially to the MIOS Ad Hoc Budget. The relevant allowances and other expenditures incurred by the SNE's activities for MIOS purposes will be covered by the MIOS Ad Hoc Budget in accordance to Section 6.

- (4) The GNI key sharing used for the calculation of the financial contributions for the whole duration of this PA will be the one in force at the date of the PA signature. It will be calculated in accordance with Article 16 of the Council Decision.
- (5) The MIOS-cM contributions will be transferred to the MIOS Ad Hoc Bank Account opened and managed by the EDA for the specific purpose of implementing MIOS. Payments into the Account will be made in EUROS. The EDA will make one call for contributions per year. MIOS-cMs will make their payments within 60 calendar days of receiving the call for contribution into MIOS Ad Hoc Budget Account.
- (6) For all financial matters, the EDA point of contact will be:

European Defence Agency

Finance Unit

Rue des Drapiers, 17-23

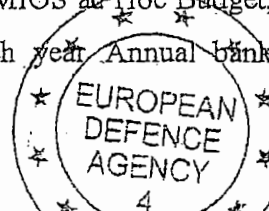
B-1050 BRUSSELS

finance@eda.europa.eu

Tel : +32 (0) 2 504 29 77.

Each MC representative will name a financial point of contact who will be listed in Annex B together with the MC representatives. Any changes will be notified by the appropriate MIOS-cM as stated in Section 2 paragraph 1.

- (7) Any dispute on financial matters will be referred to the MC in accordance with Section 2, paragraph 4, sub-section e.
- (8) The relevant provisions of Chapters 1 and 2 of Title II of the EDA Financial Rules, will be applied to the handling of all monies in the MIOS ad Hoc Bank Account to ensure the appropriate financial control.
- (9) The EDA will supply the MC with audited reports on the state of the MIOS ad Hoc Budget, showing income, expenditure, and commitments at the end of each year. Annual bank reconciliation will also be provided.



- (10) In the case of surpluses generated due to interests they will be shared between MIOS-cMS in accordance to Section 9 unless the MC decides otherwise.

Section 5 – Payments by the EDA

- (1) Any payments associated with the implementation of the MIOS will be handled by the EDA in accordance with EDA Financial Rules.
- (2) The EDA will provide the MC for approval with an audited annual financial report on income and expenditure of the previous year.
- (3) The EDA will provide finance staff to the MIOS.

Section 6 – Administrative costs

The administrative costs of the MIOS will be borne by the MIOS Ad Hoc Budget including in particular, the allowances and the expenses of the SNEs in the performance of their duties within the framework of this PA. Costs incurred by the MC representatives will be borne by the respective participants.

Section 7 – Financial Statements

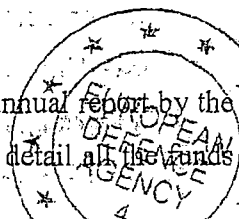
The relevant provisions of Title III of the EDA Financial Rules, will be applied to the annual financial statements to be submitted by the EDA to the MC.

Section 8 – Auditing

- (1) A College of Auditors will be appointed by an EDA Steering Board decision. Such College of Auditors will be entrusted with auditing the activities conducted under this PA pursuant to the relevant provisions of the EDA Financial Rules.
- (2) In specific cases, national audit authorities of a MIOS-cM can – at their own cost and with the agreement of the MC – obtain information and documents related to that MIOS-cM participation in the MIOS, as set forth in this PA, without infringing on the rights of the other MIOS-cMs and the responsibilities of the College of Auditors.

Section 9 – Final Balance

- (1) The EDA will produce a final financial report once the audit of the last annual report by the College of Auditors has been completed. This final financial report must detail all the funds



and invoices related to the daily work of the SNEs, payments made and the final balance of the MIOS Ad Hoc Bank Account. This report will be submitted to the MC for approval.

- (2) On the basis of the approved final financial report, any unspent funds, which include both any uncommitted/decommitted funds surplus and accrued interests generated in the Ad Hoc Bank account due to the accrual of interest, will be reimbursed to and reallocated to the MIOS-cMS. Any such unspent funds will be distributed pro rata to the annual contribution of the MIOS-cMS.
- (3) The EDA will close the MIOS Ad Hoc Bank Account, only once all the unspent funds have been reimbursed or reallocated as so requested by each MIOS-cMS.

Section 10 – Duration and Extension

This PA will have a duration of four (4) years from its effective date. This duration may be extended following a unanimous decision of the MIOS-cMS, via a written amendment to this PA.

Section 11 - Amendment

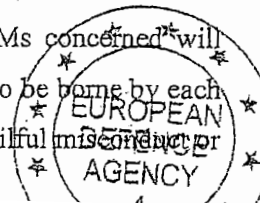
This PA may be amended at any time by unanimous written consent of the MIOS-cMS.

Section 12 - Admission of New Members

The admission of any new member to this Cat A Programme will require the unanimous decision of the MIOS-cMS and amendment to this PA.

Section 13 – Claims and Liabilities

- (1) The costs of liability resulting from damage of any kind caused by a MIOS-cM, its personnel or agents to the military or civilian personnel or the property of the other MIOS-cM pursuant to this PA will be borne by the MIOS-cM that caused the damage, unless applicable national or international law provides otherwise.
- (2) In case of claims from third parties for damage of any kind caused by the MIOS-cMS, the MIOS-cMS will investigate to determine each MIOS-cM's liability. Each MIOS-cM will bear the cost linked to the proportion of liability which can be attributed to it. In case each MIOS-cM's liability cannot be determined through investigation, the MIOS-cMS concerned will conduct a process of consultation to determine the proportion of liability to be borne by each of the MIOS-cMS concerned. If, however, such damage results from the wilful misconduct or



gross negligence of a MIOS-cM's personnel or agents, the costs of any liability will be borne by that MIOS-cM.

Section 14 – Security and Visits

The provisions of the EDA GP, Section IV, no. 4.13 to 4.17 will apply to this PA.

Section 15 – Disclosure and use of Information

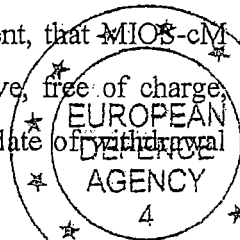
- (1) The level of classification of information under this PA will be UNCLASSIFIED.
- (2) All rights in any work done by a SNE in the performance of his duties will be the property of EDA in accordance with article 5 (1) e) of the SNE-Rules.
- (3) With regards to any other information, and subject to the sensitivity of the topics, the MC will agree on the appropriate level of disclosure of the shared information and the provisions and regulations that govern their handling.

Section 16 - Settlement of Disputes

- (1) Any dispute arising amongst the MIOS Participants over the interpretation or implementation of this PA will be resolved by consultations between the MIOS-cMs only and will not be referred to any national or international tribunal or any other Third Party for settlement.
- (2) The present PA does not create any obligations under the Vienna Convention on the law of Treaties dated 23 May 1969.

Section 17 - Withdrawal/Termination

- (1) This PA may be terminated by the unanimous decision of the MIOS Participants.
- (2) In the event that a MIOS-cM wishes to withdraw from the MIOS and this PA, the procedure laid down in section XI/paragraph 11.3 of the GP applicable to Ad Hoc research and technology projects and programmes of the EDA will apply.
- (3) The withdrawing MIOS-cM will meet in full its commitments up to the effective date of withdrawal. In the event that a MIOS-cM withdraws from the arrangement, that MIOS-cM will ensure that the remaining MIOS-cMs and the EDA continue to have, free of charge, access to and usage of all necessary information generated prior to the date of withdrawal.



that is required for the continuation of any activities performed under this PA.

- (4) The contribution referred to under Annex A is non-refundable in case of withdrawal by any MIOS-cM. Any outstanding contributions will therefore be due upon withdrawal and will be settled by the withdrawing MIOS-cM not later than one year after such event.
- (5) At the request of the other MIOS-cMs, the withdrawing MIOS-cM will take all the necessary actions within its control to ensure that the MIOS can be continued by the remaining MIOS-cMs. All costs arising as a result of a withdrawal will be borne by the withdrawing MIOS-cM. However, the cost to the withdrawing MIOS-cM will not exceed the amount of money it would have been liable to pay had it remained a participant to this PA.
- (6) Any obligations arising from this PA in respect of Security and visits, use and disclosure of information, liability and dispute settlement will remain in effect notwithstanding termination or expiry of the PA or the withdrawal from the MIOS and this PA by any MIOS-cM.

Section 18 - Coming into effect

- (1) The PA will be signed in English and French, each version being equally valid. The effective date of this PA will be the date of the last signature and completion of applicable internal procedures.
- (2) The original signed copies of this PA will be deposited by the MIOS-cM and held by the EDA, with one certified true copy of each being sent to each MIOS-cM by the EDA within two (2) months of its deposit.



For the Minister of Defence and Sports of the Republic of Austria

Signature

Mag. Norbert GEHART, GenLt

Place

Vienna

Date

07.04.2014



For the Minister of Defence of the Kingdom of Belgium

Signature.....

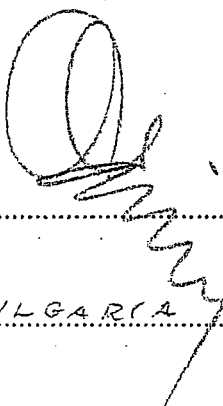
Guido ANDRIES
LTG
NAD

Place.....BRUSSELS.....

Date21 March 2014.....



For the Ministry of Defence of the Republic of Bulgaria

Signature 

Place..... SOFIA, BULGARIA

Date..... 04.04.2014

For the Ministry of Defence of the Republic of Croatia



Signature

..... LAVOJE FILIPOVIĆ

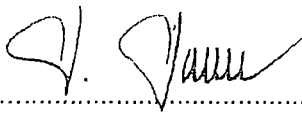
Place

ZAGREB

Date

29 04 2014.

For the Ministry of Defence of Czech Republic

Signature.....

Place.....*Prague*

Date*28/03/2014*

For the Ministry of Defence of Estonia

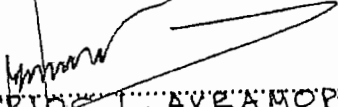
Signature.....

Place.....

Date.....

For the Ministry of National Defence of the Hellenic Republic

Signature.....


DIMITRIOS L. AVRAMOPOULOS
MINISTER OF NATIONAL DEFENCE

Place.....

ATHENS

Date.....

15 MAY 2014

For the Ministry of Defence of the Republic of Finland

Signature.....

Place.....

Date.....

J. Ruuska

Helsinki, Finland

25/3/2014

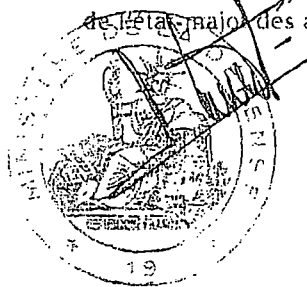
For the Ministry of Defence of the French Republic

Signature.....

Place.....

Date

Le général de corps aérien André Lanata
Sous-chef d'état-major "plans"
de l'état-major des armées



For the Federal Ministry of Defence of the Federal Republic of Germany

Signature.....

Place.....

Date.....

W. Müller

Berlin

09/04/2018

For the Ministry of Defence of the Italian RepublicSignature..... *Adm. hg. M. M.*Place..... *Rome*Date..... *20.6.2014*