



COOPERATION ARRANGEMENT
BETWEEN
THE EUROPEAN AVIATION SAFETY AGENCY
AND
THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC
CONCERNING
AVIATION SAFETY

(short title: EASA-FR Aviation Safety Cooperation Arrangement)

PREAMBLE

The European Aviation Safety Agency (EASA)

and

The Minister of Defence of the French Republic,

hereinafter referred to individually as a “Party” and collectively as the “Parties”,

CONSIDERING Regulation (EC) N°216/2008 of the European Parliament and 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) 1592 and Directive 2004/36/EC;

CONSIDERING that the main mission of EASA is to ensure the proper functioning and development of civil aviation safety with a view to establishing and maintaining a high uniform level of civil aviation safety in Europe;

NOTING that according to Regulation (EC) N°216/2008, EASA also contributes to facilitating the free movement of goods, persons and services and to promote cost-efficiency in the regulatory and certification processes to avoid duplication at national and European level;

CONSIDERING the missions of the *Direction générale de l'armement* (DGA), an entity forming part of the Ministry for the Armed Forces of the French Republic, as established by the French *Décret n° 2009-1180 du 5 octobre 2009 fixant les attributions et l'organisation de la direction générale de l'armement* as modified by the French *Décret n°2012-1234 du 5 novembre 2012*;

CONSIDERING the missions of the *Direction de la sécurité aéronautique d'Etat* (DSAÉ), an entity forming part of the Ministry for the Armed Forces of the French Republic, as established by the French *Décret n° 2013-366 du 29 avril 2013 portant création de la direction de la sécurité aéronautique d'Etat*;

CONSIDERING the French *Décret n° 2013-367 du 29 avril 2013 relatif aux règles d'utilisation, de navigabilité et d'immatriculation des aéronefs militaires et des aéronefs appartenant à l'Etat et utilisés par les services de douanes, de sécurité publique et de sécurité civile* and the respective missions it assigns to the DGA and the DSAÉ in the fields of rules of use, airworthiness and registration;

CONSIDERING that in accordance with Regulation (EC) N°216/2008, in particular its Article 1(2) (a) and (3), European Union (EU) member states shall, as far as practicable, ensure that military activities or services have due regard to the objectives of Regulation (EC) N°216/2008 and that any military facilities open to public use offer a level of safety that is at least as effective as that required by the essential requirements of Regulation (EC) N°216/2008;

CONSIDERING Council Decision of 23 September 2013 on the security rules for protecting EU classified information (2013/488/EU);

CONSIDERING the French *arrêté du 30 novembre 2011 portant approbation de l'instruction générale interministérielle n° 1300 sur la protection du secret de la défense nationale*;

RECOGNISING the necessary interdependency of civil and state aviation operations due to the fact that they occur in the same airspace;

RECOGNISING the commonalities between state and civil aircrafts;

WILLING to develop a closer cooperative relationship between the EASA, the DGA and the DSAÉ, with a view to achieving a higher level of aviation safety, through an appropriate harmonisation of activities related to aviation safety and certification requirements, while preserving the integrity of both Parties and noting the particularities of the military aviation domain;

RECOGNISING that closer coordination and cooperation of their respective activities and mutual support, including the possibility for the exchange or secondment of staff, will necessarily result in a more efficient use of resources and avoid duplication of work;

RECALLING that this Cooperation Arrangement (CA) will not impact the EU regulatory framework, nor the French or any EU member state's existing regulatory frameworks of consultation with a Party or a third party;

have reached the following understandings for a cooperation in the matters of aviation safety.

ARTICLE 1 DEFINITIONS

In this CA and subsequent Implementing Arrangements (IA) the following terms bear the meaning as defined below.

Term	Definition
Information	Knowledge or data that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, computer software, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to intellectual property rights or any other legal protection.
Third Party	Any person or legal entity other than the Parties and their representatives and members of staff.

ARTICLE 2 IMPLEMENTATION

- 2.1 The Parties will establish, respectively in accordance with the relevant provisions of Regulation (EC) N°216/2008 and DGA and DSAÉ constituent acts, a triennial work programme setting out the specific cooperation tasks to be implemented.
- 2.2 The Parties will establish specific IAs detailing the terms, conditions, mechanisms and procedures for consultation, cooperation and Information sharing necessary to effectively implement this CA and in particular the cooperation activities referred in the triennial work programme.
- 2.3 The present CA does not affect in any way the scope or exercise of EASA, DGA, DSAÉ respective rights, obligations and competences.
- 2.4 The provisions of this CA shall not affect any EASA, DGA or DSAÉ decision-making processes, and are merely the means to make way for mutually profitable and cost efficient cooperation projects between the Parties.
- 2.5 In the spirit of cooperation and friendly relations, any dispute regarding the interpretation of the provisions of this CA arising during its implementation shall be resolved by amicable settlement among the Parties.

ARTICLE 3 OBJECTIVES

The objectives of this CA and the subsequent IAs are to:

- 3.1 identify areas of common interest;
- 3.2 establish a framework allowing an enhanced cooperation between the Parties to take place;
- 3.3 implement cooperation activities in a timely manner, subject to availability of resources;
- 3.4 allow exchange of Information, as appropriate;
- 3.5 allow for closer coordination and cooperation and mutual support, including the possibility for the exchange or secondment of staff, and
- 3.6 establish mutually agreed terms, conditions, mechanisms and procedures for implementing the cooperation.

ARTICLE 4 CORE AREAS OF COOPERATION

The cooperation between the Parties will focus, within the remits of the French Party in matters of security and airworthiness of state aircrafts, on the following:

- 4.1 initial and continuing airworthiness of type designs;
- 4.2 continuing airworthiness of individual aircraft;
- 4.3 aviation safety and security, as well as environmental domains;
- 4.4 Air Traffic Management (ATM) with a particular focus on Communication, Navigation and Surveillance (CNS), and
- 4.5 Remotely Piloted Air Systems (RPAS), including airworthiness and insertion into civil airspace.

The Parties may agree on additional areas of cooperation in the future by mutual consent. Such extensions would be formalised through amending this Article in accordance with paragraph 7.2 of this CA.

ARTICLE 5 GOVERNANCE

- 5.1 This CA and its principles of cooperation will be implemented by mutual agreement and regular consultation between the Parties.
- 5.2 This CA will be governed through the EASA/DGA/DSAÉ Steering Committee (SC). The SC will be responsible for ensuring the effective implementation of this CA and shall meet on a regular basis to ensure its execution.
- 5.3 The SC is co-chaired by the EASA Executive Director, the DGA Technical Director and the *Directeur de la sécurité aéronautique d'Etat*, who will designate primary points of contact within each organisation facilitating an effective implementation of this CA. The principle of decision-making of the SC is the unanimity of its co-chairing members.
- 5.4 Additionally, the Parties will organise, in turns in their respective facilities, at least one annual meeting to review the status of the activities in the area of common interest. The outcome of each meeting will be recorded by the hosting Party in minutes of meeting which shall be made available to the other Party.
- 5.5 The Parties will define working methods to implement this CA which shall be adapted to the relevant activities and the available resources.
- 5.6 The Parties will act in good faith to support the achievement of the objectives of this CA and in compliance with its Article 2.

ARTICLE 6 CONFIDENTIALITY

In line with the terms of this CA and the subsequent IAs, it is understood that the each Party will treat any Information received from the other Party within the framework of this CA as confidential and will not disclose it to any Third Party without prior consent of the other Party, except as provided by law. The Parties shall use, store, handle and safeguard all classified Information exchanged or generated in connection with this CA in accordance with their respective security regulations and procedures.

ARTICLE 7 ENTRY INTO FORCE, DURATION, AMENDMENT, WITHDRAWAL AND TERMINATION

- 7.1 This CA shall be effective from the date of its last signature. The CA is signed in two original copies, each in the French language and the English language, by the duly authorised representatives of both Parties and shall be valid for a period of ten (10) years. Both versions are equally authentic. In case of any ambiguity on the

interpretation between the two authentic language versions, this will be resolved by amicable settlement in accordance with Article 2.5.

- 7.2 This CA may be amended at any time by written mutual consent of the Parties.
- 7.3 Either Party may withdraw from this CA at any time with at least thirty (30) days' written notice to the other Party. However, the end of the CA shall not clear the Parties from the implementation of obligations contracted during the period of application of this CA. All Information received by or from a withdrawing Party prior to the effective date of withdrawal shall be retained by the recipient Party subsequent to withdrawal, subject to the provisions of this CA and of the subsequent IAs.
- 7.4 This CA may be terminated at any time by mutual written consent of the Parties.

For the

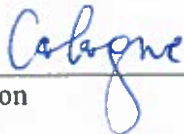
**EUROPEAN AVIATION SAFETY
AGENCY**



Patrick Ky
Executive Director of the EASA

14. SEP. 2017

Date



Location

For the

**MINISTER FOR THE ARMED FORCES
OF THE FRENCH REPUBLIC**



Laurent Collet-Billon
Délégué général pour l'armement

19 JUIN 2017

Date

Paris

Location