EUROPEAN
COMMISSION

Brussels, 8.4.2021
COM(2021) 154 final

ANNEX

ANNEX

to the

proposal for a Council Decision

on the signing, on behalf of the European Union, of the Euro-Mediterranean Aviation Agreement between the European Union and its Member States, of the one part, and the Republic of Tunisia, of the other part

EURO-MEDITERRANEAN AVIATION AGREEMENT

between the European Union and its Member States, of the one part, and the Republic of Tunisia, of the other part

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EURO-MEDITERRANEAN AVIATION AGREEMENT

between the European Union and its Member States, of the one part, and the Republic of Tunisia, 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,

IRELAND,

THE HELLENIC REPUBLIC,

THE KINGDOM OF SPAIN,

THE FRENCH REPUBLIC,

THE REPUBLIC OF CROATIA,

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,

parties to the Treaty on European Union and to the Treaty on the Functioning of the European Union, hereinafter referred to jointly as 'the EU Treaties' and Member States of the European Union, hereinafter referred to jointly as 'EU Member States' and individually as 'EU Member State',

and the European Union,

of the one part, and

the Republic of Tunisia, hereinafter referred to as 'Tunisia',

of the other part,

Tunisia and the Member States, as parties to the Convention on International Civil Aviation ('the Chicago Convention') signed on 7 December 1944 in Chicago, with the European Union;

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, under conditions of fair competition;

DESIRING to enhance air services and to promote an international aviation system based on non-discrimination and open and fair competition among air carriers in the marketplace;

DESIRING to promote their interests in respect of air transport;

RECOGNISING the importance of efficient air transport connectivity in promoting trade, tourism, investment and economic and social development;

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

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

DETERMINED to optimise the potential benefits of cooperation in the area of regulation and the harmonisation of their respective laws and regulations in the area of civil aviation;

RECOGNISING the potential significant benefits of having competitive aviation services and viable aviation industries;

SEEKING to provide carriers with fair competitive conditions;

RECOGNISING that subsidies may distort air carrier competition and compromise the basic objectives of this Agreement;

INTENDING to use existing aviation agreements and arrangements between the contracting parties to open up access to markets and maximise benefits for passengers, shippers, carriers, airports and their staff, as well as the populations of the two contracting parties;

UNDERLINING the importance of protecting the environment in developing and implementing international aviation policy;

AFFIRMING the need to take urgent action to combat climate change and pursue cooperation with a view to reducing greenhouse gas emissions in the aviation sector, in a manner compatible with the multilateral agreements on this issue, in particular the implementation of global market-based measures, as agreed at the 39th Assembly of the International Civil Aviation Organisation (ICAO) and in particular with the relevant instruments of the ICAO and the Paris Agreement of 12 December 2015, under the UN Framework Convention on Climate Change;

UNDERLINING the importance of protecting consumers and achieving an appropriate level of consumer protection in the field of aviation services, and recognising the need for mutual cooperation in this area;

RECOGNISING that the enhancement of trading opportunities must not lead to a deterioration of working conditions or of standards relating to the work of the contracting parties, and underlining the importance of the social dimension of international aviation and of examining the impact of greater access to markets on workers, jobs and working conditions;

NOTING the importance of improving access to capital for the aviation sector in order to continue the development of air transport in line with the rules in force in each of the contracting parties;

CONSIDERING that this Agreement is to be applied in a progressive manner and that a suitable mechanism can ensure ever closer harmonisation with European Union legislation,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the following terms shall have the following meanings:

1. ‘Agreement’: this agreement, its annexes and appendices, as amended;

2. ‘aviation service’: the transport of passengers, baggage, merchandise and mail by aircraft, separately or together, offered to the public for remuneration, including scheduled and unscheduled aviation services;

3. ‘citizenship determination’: determining whether an air carrier proposing to offer aviation services under this Agreement satisfies the requirements under Article 3 concerning its ownership, effective control and main place of business;

4. ‘fitness’: whether an air carrier proposing to offer aviation services under this Agreement has satisfactory financial capability and adequate managerial expertise and is willing to comply with the laws and regulations applying to the contracting parties and the requirements governing the operation of such services;

5. ‘competent authorities’: the government agencies or entities responsible for the administrative functions under this Agreement;

6. ‘Convention’: the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and including:

(a) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Tunisia, of the one part, and a Member State or Member States of the European Union, of the other, and which is relevant to the matter in question; 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 applicable to both Tunisia and the Member State or Member States of the European Union, and is relevant to the issue in question;

7. ‘full cost’: the cost of providing the service, plus a reasonable amount for administrative overheads;

8. ‘international aviation service’: air transport which passes through the airspace over the territory of more than one State;

9. ‘contracting parties’: of the one part, Tunisia and, of the other, the European Union and its Member States;

10. ‘main place of business’: the head office or registered office of an air carrier located in the territory of a 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;

11. ‘non-commercial stop’ means a landing with a purpose other than the embarking or disembarking of passengers, baggage, freight and/or mail;

12. ‘passenger fares’: the prices to be paid to air carriers or their agents or other ticket sellers for the carriage of passengers and baggage on air services (including any other mode of transport associated with it) and any conditions under which those prices apply, including remuneration and conditions offered to the agency and other auxiliary services;

13. ‘freight tariffs’: the prices to be paid for the carriage of freight on air services (including any other mode of transport associated with it) and any conditions under which those prices apply, including remuneration and conditions offered to the agency and other auxiliary services;

14. ‘territory’: for Tunisia, the land areas (the mainland and islands), the inland and territorial waters under its sovereignty and the airspace above them, and, for the European Union and its Member States, the land areas, inland waters and territorial waters of the Member States to which the Treaty on European Union and the Treaty on the Functioning of the European Union are applicable, under the conditions laid down in those Treaties, and the airspace above them;

15. ‘user charges’: charges imposed on air carriers for the use of airport, environmental, air navigation or aviation security facilities or services, including related services and facilities;

16. ‘self-handling’: situation where a user directly avails itself of one or more categories of groundhandling services and does not conclude any contract or whatever type with a third party for such services; for the purposes of this definition, the users of airports between themselves are not considered as third parties where:

(a) one holds a majority share in the other, or

(b) the same entity holds a majority share in each of them; ‘association agreement’:

17. the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Republic of Tunisia, of the other part, signed at Brussels on 17 July 1995;

18. ‘approved service’ and ‘specified route’: an international aviation service and a specified route, respectively, under Article 2 (Traffic rights) of this Agreement;

19. ‘scheduled air service’: 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;

– with flights so regular or frequent that they constitute a recognisably systematic series;

20. 'non-scheduled air service': any aviation service which is not scheduled;

21. 'air carrier': an undertaking with a valid operating licence or equivalent authorisation;

22. 'effective control': a relationship constituted by rights, contracts or any other means which, either separately or jointly and having regard to the considerations of fact or law involved, confers the possibility of directly or indirectly exercising a decisive influence on an undertaking, in particular through:

a) the right to use all or part of the assets of an undertaking;
b) rights or contracts which confer a decisive influence on the composition, voting or decisions of the bodies of an undertaking or otherwise confer a decisive influence on the running of the business of the undertaking;

23. 'effective regulatory control': the supporting evidence required for the effective regulatory control of an air carrier by a State comprises the following:

a) the air carrier holds a valid operating licence or permit issued by the competent authority of that State, such as an air operator certificate (AOC);
b) the air carrier complies with the criteria of the said State with regard to the operation of international air services, such as proof of financial soundness, the capacity to meet the public interest criterion, and obligations relating to service guarantees;

24. 'operating licence':

(i) in the case of the European Union and its Member States, an operating license and any other relevant documents or certificates issued under Regulation (EC) No 1008/2008 and any successor instrument,

(ii) in the case of Tunisia, operating licences, certificates, authorisations or exemptions, issued under valid Tunisian law in the area in question;

25. 'SESAR' (Single European Sky ATM Research): the technical implementation of the Single European Sky which provides for the coordinated, synchronised research, development and deployment of the new generations of air traffic management systems;

26. ‘fifth freedom’: 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.

TITLE I

ECONOMIC PROVISIONS

ARTICLE 2

Traffic rights and route table

1. The rights defined in this Article shall be subject to the transitional provisions provided for in Annex I and Ia to this Agreement.

Route table

2. Each party shall grant to the air carriers of the other party the rights to provide air transport services on the routes specified hereunder:

(i) for air carriers of the European Union:

points in the European Union - intermediate points - points in Tunisia - points elsewhere

(ii) for air carriers of Tunisia:

points in Tunisia - intermediate points - points in the European Union - points elsewhere

Traffic Rights

3. Each contracting party shall grant to the other contacting party the following rights for the conduct of international air transport services by the air carriers of the other party:

(a) the right to fly across its territory without landing;

(b) the right to make non-commercial stops on its territory;

(c) the right to operate international air services on the following routes:

(i) for air carriers of the European Union:

between any point in the European Union and any point in Tunisia

(ii) for air carriers of Tunisia:

between any point in Tunisia and any point in the European Union

(d) the rights otherwise specified in this Agreement.

Operating flexibility

4. The air carriers of each contracting party may, on any or all flights as they see fit, on routes specified in paragraph 2 above:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve intermediate points, points elsewhere and points located on the territory of the contracting parties, in whatever combination and in whichever order, in line with the provisions of paragraph 2 above;

(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 (transfer of load);

(f) make stops en route at any point located within or outside the territory of one or the other contracting party;

(g) carry transit traffic through the other contracting party's territory;

(h) combine traffic on the same aircraft regardless of where such traffic originates; and

(i) serve more than one point on the same service (co-terminalisation);

The operational flexibility provided for in this paragraph may be exercised without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that:

(i) the services of Tunisian carriers serve a point in Tunisia;

(ii) the services of carriers of the European Union serve a point within the European Union.

5. Each contracting party shall allow each air carrier to determine the frequency and capacity of the international air transport services it offers based upon commercial considerations in the marketplace. On the basis of this right, neither of the two contracting parties shall unilaterally restrict the volume of traffic, the frequency or regularity of the service, the routing, the origin and destination of the traffic, or the type(s) of aircraft used by the carriers of the other contracting party, except for customs, technical, operational, air traffic management, environmental or health protection reasons, unless otherwise provided in this Agreement.

6. Nothing in this Agreement shall be deemed to confer on the air carriers of:

(a) Tunisia the right to take on board passengers, baggage, cargo and/or mail in any Member State of the European Union destined for another point located in the same Member State of the European Union;

(b) the European Union the right to take on board passengers, baggage, cargo, and/or mail destined for another point in Tunisia.

7. Without prejudice to Article 24 (relationship to other agreements), No provision of this Agreement shall be interpreted as conferring on air carriers of the two contracting parties the right to exercise the 5th freedom on intermediate points and on points beyond the routes specified in paragraph 2 above.

8. The reference to points in this Article shall be understood as referring to internationally recognised airports.

9. In the exercise of their respective rights and obligations under this Agreement, the contracting parties shall not discriminate between air carriers of the other contracting party, in particular on the basis of nationality.

10. Notwithstanding any other provision of this Agreement, a contracting party may refuse to engage in international aviation activities to, from or transiting through the territory of a third country with which it has No diplomatic relations.

ARTICLE 3

Operating authorisation

1. On receipt of an application for an operating authorisation from an air carrier of one of the contracting parties, the other party shall grant appropriate operating authorisations and technical permits with minimum procedural delay, provided that:

(a) for an air carrier of Tunisia:

(i) the air carrier has its principal place of business in Tunisia and holds a valid operating licence in accordance with the applicable law of Tunisia; and

(ii) effective regulatory control of the air carrier is exercised and maintained by Tunisia, which is responsible for the issue of its air operator's certificate; and

(iii) the air carrier is owned, directly or by majority participation, and effectively controlled by Tunisia and/or its nationals;

(b) for an air carrier of the European Union:

(i) 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 valid operating licence in accordance with European Union law; and

(ii) effective regulatory control of the air carrier is exercised and maintained by the Member State responsible for the issue of its air operator's certificate, and the competent authority is clearly identified; and

(iii) the air carrier is owned, directly or through majority shareholding, and is effectively controlled by a Member State or Member States of the European Union or the European Free Trade Association and/or nationals of these Member States, or both together

(c) the provisions set out in Articles 13 (Aviation safety) and 14 (Aviation security) of this Agreement are complied with; and

(d) the carrier meets the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the party considering the application.

2. The contracting parties shall treat all air carriers of the other contracting party in a non-discriminatory manner when issuing operating authorisations and technical permits.

3. 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 points a) and b) below.

a) If, after receipt of an application for authorisation from an air carrier, or after the grant of such authorisation, the competent authorities 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 (Operating 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 the two contracting parties, and/or additional information relevant to this concern; such requests shall be met without undue delay. If the matter remains unresolved, either contracting party may bring the matter to the Joint Committee set up under Article 21 (Joint Committee) of this Agreement and may, in accordance with paragraph 10 of Article 21, take appropriate safeguard measures under Article 23 (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 the other contracting party where:

(a) for an air carrier of Tunisia:

- the air carrier does not have its principal place of business in Tunisia or does not have a valid operating licence in accordance with the applicable law of Tunisia; or
- Tunisia does not exercise or maintain effective regulatory control, or the competent authority is not clearly identified; or
- the air carrier is not owned, directly or by majority participation, or effectively controlled by Tunisia and/or nationals of Tunisia;

(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 EU Member State under the EU Treaties, or does not have a valid operating licence in accordance with the applicable 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 through majority shareholding, or is not effectively controlled, by a Member State or Member States of the European Union or the European Free Trade Association and/or nationals of these Member States, or both together;

(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; or

(d) the provisions set out in Article 13 (Aviation safety) and Article 14 (Aviation security) of this Agreement are not being maintained or administered.

(e) a contracting party has made the determination in accordance with Article 7 (Fair competition) of this Agreement 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 in air carriers

1. Notwithstanding Articles 3 (Operating authorisation) and 4 (Refusal, revocation, suspension or limitation of authorisation) of this Agreement, and having received confirmation from the Joint Committee, pursuant to Article 21(8), that, by virtue of their respective laws, each of the contracting parties and/or their nationals may acquire a majority participation in and/or exercise effective control over an air carrier of the other contracting party, the parties may allow a Tunisian air carrier to be owned by means of a majority participation and/or effectively controlled by the Member States of the EU and/or their nationals, or an air carrier of the EU to be owned by means of a majority participation and/or effectively controlled by the Tunisia and/or its nationals, in line with the conditions set out in paragraph 2 of this Article.

2. In relation to paragraph 1 of this Article, investments by the contracting parties shall be individually permitted by virtue of a prior decision of the Joint Committee in accordance with Article 21(2) of this Agreement. This decision shall specify the conditions associated with the operation of the agreed services under this Agreement and with the operation of services between third countries and the contracting parties. The provisions of Article 21(1) of this Agreement shall not apply to this type of decision.

ARTICLE 6

Compliance with laws and regulations

1. While entering, within, or leaving the territory of one of the contracting parties, 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 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 or crew, or, with regard to cargo, by the sender of the other contracting party.

3. Each of the contracting parties authorises, on its territory, air carriers of the other contracting party to take measures to ensure that only persons holding the required travel documents for entry into their territory or for transit via their territory are transported.

ARTICLE 7

Fair competition

1. The contracting parties recognise that the common objective is to create an environment of fair competition with fair and equal opportunities for air carriers of both contracting parties to compete in the operation of their authorised services on specified routes. Consequently, the contracting parties shall take all appropriate measures to ensure that this objective is fully respected.

2. The contracting parties affirm that free, fair and undistorted competition is important to promote the objectives of this Agreement, and note that the existence of comprehensive competition law and an independent competition authority, as well as the healthy and effective application of their national competition law, are important for the effective provision of air transport services. The competition law of each contracting party dealing with issues covered by this Article, as amended periodically, shall apply to the activities of air carriers on the territory of each of the contracting parties. The contracting parties share the objectives of ensuring the compatibility and convergence of their respective competition laws and their effective application. They shall cooperate where this is necessary and justified for the effective application of competition law, in particular by authorising their air carrier(s) or other nationals to communicate, in accordance with their respective rules and case law, relevant information on cases relating to competition law brought by the competition authorities of the other contracting party.

3. No provision of this Agreement shall affect or restrict the authority and powers of the competition authorities or the courts of either contracting party (and of the European Commission) or detract therefrom, and any questions relating to the application of competition law shall continue to fall within the exclusive competence of those authorities and courts. Any measure taken by a contracting party under this Article shall therefore be undertaken without prejudice to any possible measure which may be taken by those authorities and courts.

4. Any measure taken by virtue of this Article shall be the sole responsibility of the contracting parties and relate exclusively to the other contracting party and/or air carrier(s) of the other contracting party providing air transport services to/from the contracting parties. Such a measure may not be the subject of a dispute settlement procedure within the meaning of Article 22 (Dispute resolution and arbitration) of this Agreement.

Unfair competition

5. Each contracting party shall eliminate all forms of discrimination or unfair practices which would prejudice the ability of air carriers from the other contracting party to compete under fair and equitable conditions to provide air transport services.

Subsidies and State aid

6. Neither contracting party shall grant or authorise subsidies or State aid to its air carriers where these are liable to unfairly distort fair and equitable competition in the

provision of air transport services for air carriers of the other contracting party. Such subsidies or aid may include, in particular, cross-subsidies, compensation for operating losses, provision of capital, non-reimbursable aid, sureties, loans or insurance under preferential conditions, bankruptcy protection, the waiving of amounts due, the waiving of the right to normal payment for public resources, tax relief or exemptions, compensation for charges made by the public authorities and access on a discriminatory or non-commercial basis to air transport or airport installations and services, fuel, ground handling, security, computerised booking systems, the allocation of time slots and access to other associated installations and services necessary for the operation of air transport services.

7. Where a contracting party grants subsidies or State aid to an air carrier, it shall ensure the transparency of these measures by appropriate means, which may include requiring that the air carrier report separately on these subsidies or this aid in its accounts.

8. Each contracting party shall, at the request of the other party, provide the latter, within a reasonable period of time, with financial reports concerning entities under the jurisdiction of the first contracting party and any other information which could reasonably be requested by the other party to ensure that the provisions of this Article are complied with. This may include detailed information on subsidies and aid within the meaning of paragraph 6 above. This information shall be treated confidentially by the contracting party requesting access to it.

9. Without prejudice to any measure taken by the competent authority responsible for competition and/or the court responsible for enforcing the rules referred to in paragraphs 5 and 6:

(a) if one of the contracting parties takes the view that an air carrier has been discriminated against or is the victim of unfair practices, within the meaning of paragraphs 5 and 6 above, and this can be demonstrated, it may submit written observations to the other contracting party. Having informed the other contracting party, a party may also turn to the competent authorities of the other party, in particular national, regional or local authorities, to discuss issues relating to this Article. In addition, one of the contracting parties may request consultations on the matter with the other contracting party in order to solve the problem. Such consultations shall take place within thirty (30) days of receipt of the request. In the meantime, the parties shall exchange sufficient information to allow a full examination of the concern expressed.

(b) if the contracting parties do not manage to resolve the issue by means of the consultations within thirty (30) days of the start of the consultations, or if the consultations do not start within thirty (30) days of receipt of the request concerning an alleged infringement of paragraphs 5 and 6 above, the contracting party which has requested the consultations shall be entitled to suspend the exercise of the rights granted by this Agreement by the air carrier(s) of the other contracting party, by refusing, withdrawing, revoking or suspending any operating authorisation, imposing the conditions it considers necessary for the exercise of these rights, imposing charges or taking other measures. Any measure taken under this paragraph shall be

appropriate, proportional and limited to what is strictly necessary in terms of its scope and duration.

Antitrust strategy

10. Each contracting party shall effectively apply antitrust legislation in line with paragraph 2 and prohibit air carriers from:

(a) in cooperation with any other air carrier(s), concluding agreements, taking decisions or engaging in concerted practices liable to affect air transport services to/from the contracting party and which have as their objective or effect to prevent, restrict or distort competition. This prohibition may be declared inapplicable where such agreements, decisions or practices contribute to improving the production or distribution of services or promoting technical or economic progress, while reserving a fair proportion of the profit for the consumer and without: (i) imposing on the undertakings concerned any restrictions which are not indispensable to the attainment of these objectives; (ii) giving these air carriers the possibility, for a substantial part of the services in question, to eliminate competition, and

(b) abusing a dominant position which could affect air transport services from/to that party.

11. Each contracting party shall entrust the application of the antitrust legislation referred to in paragraph 10 above exclusively to its independent competent competition authority and/or its courts.

12. Without prejudice to any measure taken by the competent competition authority and/or the court responsible for enforcing the rules referred to in paragraph 10, if one of the contracting parties takes the view that an air carrier has been the victim of an alleged infringement of paragraph 10 and this can be demonstrated, it may make written submissions to the other contracting party. Having informed the other contracting party, a party may also turn to the competent authorities of the other party, in particular national, regional or local authorities, to discuss issues relating to this Article. In addition, one of the contracting parties may request consultations on the matter with the other contracting party, in order to solve the problem. Such consultations shall take place within thirty (30) days of receipt of the request. In the meantime, the parties shall exchange sufficient information to allow a full examination of the concern expressed.

13. If the contracting parties do not manage to resolve the issue by means of the consultations within thirty (30) days of the start of the consultations, or if the consultations do not start within thirty (30) days of receipt of the request concerning an alleged infringement of paragraph 10, and on condition that the competition authority or court has established an infringement of the rules on cartels, the contracting party which has requested the consultations shall be entitled to suspend the exercise of the rights granted by this Agreement for the air carrier(s) of the other contracting party, by refusing, withdrawing, revoking or suspending any operating authorisation, imposing the conditions it considers necessary for the exercise of these rights, imposing charges or taking other measures. Any measure taken under

this paragraph shall be appropriate, proportional and limited to what is strictly necessary in terms of its scope and duration.

ARTICLE 8

Commercial activities

Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall ensure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part A of Annex II.

Doing business

1. The contracting parties agree that any obstacles to doing business experienced by commercial operators would compromise the benefits to be obtained through this Agreement. They therefore agree to engage in an effective and reciprocal process of removing obstacles to doing business for commercial operators of both contracting parties where such obstacles may hamper commercial operations, create distortions to competition or hamper the creation of a level playing field.

2. The Joint Committee set up in accordance with Article 21 of this Agreement shall develop a process of cooperation in relation to doing business and commercial opportunities; it shall monitor progress in effectively addressing obstacles to doing business for commercial operators and shall regularly review developments, in particular those relating to legislative and regulatory changes. In accordance with Article 21 (Joint Committee) of this Agreement, a contracting party may request a meeting of the Joint Committee to seek to resolve any question relating to the application of this Article.

Air carrier representatives

3. The air carriers of each contracting party shall be entitled to establish the necessary offices and installations for the provision of services under this Agreement on the territory of the other contracting party.

4. The air carriers of each party shall be entitled, in accordance with the laws and regulations of the other party relating to entry, residence, and employment, to bring in and maintain in the territory of the other party any commercial, managerial, sales, technical, operational, and other specialist staff who are required to support the provision of aviation services. Both parties shall facilitate and expedite the granting of employment authorisations, where required, for personnel employed under this paragraph, in particular those performing certain temporary duties not exceeding ninety (90) days, subject to the relevant laws and regulations in force. Air carriers of the two contracting parties shall not be obliged to have local partners.

Groundhandling

5. (a) Without prejudice to point (b) below, each air carrier of a contracting party shall have the following rights in the territory of the other contracting party:

(i) the right to perform its own groundhandling ("self-handling"); or

(ii) the right to select among competing suppliers which 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 on the market.

(b) The rights established under point (a)(i) and (ii) above shall only be subject to specific constraints in terms of space or capacity resulting from the need to operate the airport safely and securely. Where such constraints hamper, prevent or restrict self-handling, and in the absence of effective competition between groundhandling service providers, the contracting party in question shall ensure that all these services are made available to all air carriers under appropriate and equitable conditions. The costs of such services shall be determined in line with relevant, objective, transparent and non-discriminatory criteria.

6. Each provider of groundhandling services, whether an air carrier or not, shall be entitled, on the territory of the other contracting party, to provide groundhandling services to air carriers operating out of the same airport, with authorisation and in compliance with the laws and regulations in force.

Allocation of time slots at airports

7. Each contracting party shall ensure that its procedures, guidelines and regulations to manage slots applicable at airports in its territory are applied in an independent, transparent, effective and non-discriminatory manner and do not constitute a barrier to market access.

Operating plans, programmes and schedules

8. A contacting party may require, for information purposes only, that the operating plans, programmes and schedules of air transport services operated under this Agreement be communicated to it. If a contracting party requires such communication, it shall reduce to a minimum the administrative burden associated with such communication and the procedures for air transport intermediaries and for air carriers of the other contracting party.

Sales, local expenses and transfer of funds

9. Any air carrier of each contracting party may engage in the sale of air transport services and associated services in the territory of the other contracting party, on its own behalf or on behalf of another air carrier, directly and/or through its sales agents, other intermediaries appointed by the air carrier or through the internet or any other available channel, at the air carrier's discretion. Each air carrier shall have the right to sell such services, and any person shall be free to purchase them, in the currency of that territory or in freely convertible currencies in accordance with local currency legislation.

10. The air carriers of each contracting party are authorised to pay for expenditure incurred on the territory of the other contracting party, in particular but not exclusively for the purchase of fuel, in local currency or in freely convertible currency, in accordance with the national rules on currency exchange and foreign trade.

11. Any air carrier shall be entitled, if it so requests, to convert all excess revenue from its local expenditure into a freely convertible currency and to transfer it to the country of its choice in the manner and at the time of its choosing, without restriction or charge, at the rate of exchange applicable at the moment of the transfer.

The administrative procedures associated with the conversion and transfer of excess revenue shall apply in accordance with the rules on foreign exchange operated by each party. The conversion and transfer shall not be subject to any fees apart from those normally charged by the banks for such services.

Commercial cooperation agreements

12. In operating or providing services under this Agreement, any air carrier of a party may enter into commercial cooperation agreements such as blocked-space agreements or code-sharing arrangements, with:

(a) one or more air carriers of the contracting parties; and

(b) one or more air carriers of a third country; and

(c) one or more land or sea transport operators from any country;

provided that: (i) the operating carrier holds the appropriate traffic rights and (ii) the carriers selling the service hold the appropriate route authorisations and (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements.

13. In respect of passenger transport on a flight sold involving commercial cooperation agreements, the purchaser shall be informed at the point of sale, at check-in, or in all events before boarding in the case of connecting flights without check-in, about which transportation providers will operate each sector of the service.

Intermodal services

14. 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 provided by an air carrier under its own name.

15. 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 the territory of the contracting parties or in third countries, including transport to and from all internationally recognised airports with customs facilities, and including, where applicable, the right to transport cargo under customs seal under the 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 or indirect providers of air freight 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.

Franchising and branding

16. 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 carrier operating the service.

Rental

17. Air carriers of either contracting party may conclude contracts for the provision of aircraft with or without crew for the operation of international air transport services with:

(a) any air carrier or carriers of the parties; and

(b) one or more air carriers of a third country;

provided that all participants in such arrangements hold the appropriate authorisations and meet the conditions prescribed under the laws and regulations applied by the parties to such arrangements. Neither party shall require an air carrier providing aircraft to hold traffic rights under this Agreement for the routes on which the aircraft will be operated. The contracting parties may require that these agreements be approved by their competent authorities. When a contracting party requires such an approval, on a non-discriminatory basis, it shall minimise the associated administrative burden for approval applications for air carriers.

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 which are (a) imposed by the national or local authorities or the European Union, and (b) are not calculated on the basis of the cost of services on offer, provided that such equipment and supplies remain on board the aircraft.

2. The following 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 calculated on the basis of the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a party and taken on board, within reasonable limits, for use on outbound aircraft of an air carrier of the other party engaged in international air transport, even when these stores are to be used on the part of the journey performed over the said territory;

(b) ground equipment and spare parts (in particular 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 the 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 the part of the journey performed over the said territory; and

(e) safety and security equipment for use at airports or cargo terminals.

3. Notwithstanding any other provision to the contrary, 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 on its territory.

4. The regular equipment of aircraft, 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 advance 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 until such time as they are re-exported or otherwise ceded in accordance with the customs regulations of the two parties.

5. The exemptions provided by this Article shall also apply where the air carriers of one party have contracted with another air carrier, which similarly enjoys such exemptions from the other party, for the loan or transfer in the territory of the other party of the items specified in paragraphs 1 and 2 of this Article.

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 part of an air service between two points within its territory at which embarkation or disembarkation is permitted.

7. Baggage and cargo in direct transit across the territory of a contracting party shall be exempt from taxes, customs duties, fees and other similar charges which are not based on the cost of the service provided.

8. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the competent authorities.

9. The stipulations of the present Agreement shall not affect the field of VAT, with the exception of such tax on imports.

10. The provisions of this Agreement shall not affect the respective agreements in force between a Member State and Tunisia for the avoidance of double taxation on income and on capital.

ARTICLE 10

User charges

1. Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall ensure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part A of Annex II.

2. Each contracting party shall ensure that any user charges which 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 are cost-related and non-discriminatory. In any event, any such user charges shall be imposed on the air carriers of the other contracting party on terms No less favourable than the most favourable terms available to any other air carrier.

3. Each Contracting Party shall ensure that user charges which 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, with the exception of charges incurred for the services described in Article 8(5) (Commercial activities), are fair, reasonable, not unjustly discriminatory, do not discriminate on the grounds of nationality and are equitably apportioned among categories of users. Without prejudice to Article 15(1) (Air traffic management), 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. The charges may include a reasonable return on assets, after depreciation. Facilities and services for which user charges are imposed shall be provided on an efficient and economic basis. In any event, these

charges shall be imposed on the air carriers of the other party on terms No less favourable than the most favourable terms available to any other air carrier at the time the charges are assessed.

4. Each contracting party shall require consultations between the competent charging authorities or bodies in its territory and the air carriers using the services and facilities and an exchange of information in order to determine in detail the reasonableness of user charges, in accordance with the principles of paragraphs 2 and 3 of this Article. Each party shall ensure that the competent charging authorities or bodies provide users with reasonable notice of any proposal for changes in user charges in order to enable users to express their views and submit their observations.

ARTICLE 11

Passenger and freight tariffs

1. The contracting parties shall permit prices to be freely set by the air carriers for passengers and freight, on the basis of free and fair competition.

2. Each party may require, on a non-discriminatory basis, that the air carriers of both contracting parties communicate to their competent authorities, in a simplified form and for information purposes only, the fares offered for services departing from their territories. This notification may be requested from air carriers No earlier than the initial offer of a fare for passengers or freight.

3. Discussions may take place between the competent authorities, in particular on issues such as the requirements and procedures for the communication of passenger and freight fares and any unfair, unreasonable, discriminatory or subsidised fares.

ARTICLE 12

Statistics

1. Each contracting party shall provide the other, on a non-discriminatory basis, with the statistics available concerning the air transport services provided under this Agreement, as required under the legislation and regulations of the two contracting parties, where these may reasonably be requested.

2. The contracting parties shall cooperate, in particular in the framework of the Joint Committee under Article 21 of this Agreement, to facilitate the exchange of statistical information between them for the purpose of monitoring the development of air transport services under this Agreement.

TITLE II:

REGULATORY COOPERATION

ARTICLE 13

Aviation safety

1. Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall ensure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part B of Annex II.

2. The competent authorities of the contracting parties shall recognise as valid, for the purposes of operating the air transport services provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other party and still in force, provided that the requirements for the issue or validation of such certificates or licenses are at least equal to the minimum standards which 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 the authorities of the other party.

3. Either party may request consultations at any time concerning the safety standards maintained by the other party.

4. 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.

5. The competent authorities of either contracting party may take all appropriate and immediate measures whenever they have reason to believe that:

(a) an aircraft, product or operation of an aircraft fails to satisfy the minimum standards established pursuant to either the Convention or the legislation specified in Part B of Annex II to this Agreement, whichever is applicable,

(b) there are serious concerns that an aircraft or the operation of an aircraft fails to satisfy the minimum standards established pursuant to either the Convention or the legislation specified in Part B of Annex II to this Agreement, whichever is applicable, or

(c) there are serious concerns that the minimum standards established pursuant to either the Convention or the legislation specified in Part B of Annex II to this Agreement, whichever is applicable, may not be maintained or correctly applied.

6. Where the competent authorities of one Contracting Party take action under paragraph 5, they shall promptly inform the competent authorities of the other Contracting Party of taking such action, providing reasons for its action.

7. Any measure taken by one of the contracting parties under paragraph 5 of this Article shall be withdrawn as soon as the issue justifying it has been remedied.

8. If measures taken in application of paragraph 5 are not withdrawn even though the basis for taking them has ceased to exist, either party may refer the matter to the Joint Committee.

ARTICLE 14

Aviation security

1. Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall ensure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part C of Annex II.

2. The contracting parties may accept one or more of their airports being inspected by the other contracting party with regard to the security measures in force there, whilst taking fully into consideration and respecting their sovereignty. The parties shall establish the necessary mechanisms for the exchange of information on the results of such security inspections.

3. 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 Chicago 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, and the Convention on the Marking of Plastic Explosives for Purpose of Detection signed at Montreal on 1 March 1991, insofar as both contracting parties are parties to these conventions, as well as all other conventions and protocols relating to civil aviation security to which both contracting parties are subject.

4. 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.

5. The contracting parties shall, in their dealings with each other, act in conformity with the aviation security standards and, so far as they apply to them, the recommended practices established by the ICAO and designated as Annexes to the Chicago Convention, to the extent

that such security provisions are applicable to the contracting parties. They 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 in conformity with such aviation security provisions.

6. Each contracting party shall ensure that measures are applied within its territory to protect civil aviation against acts of illicit intervention, including but not restricted to the screening of passengers and their cabin baggage, the screening of hold baggage, the screening of and security checks on persons other than passengers, including crew and the objects they transport, the inspection of and checks on the safety of freight, mail, in-flight supplies intended for the airports and checking access to airside and restricted access security areas. These measures shall be adapted to any worsening of the threat to aviation security. Each contracting party agrees that their air carriers may be required to respect the aviation security provisions referred to in paragraph 5 of this Article and other security provisions required by the other contracting party, for entrance into, departure from, or stay within the territory of the other contracting party.

7. Whilst taking fully into account and respecting the sovereignty of the other contracting party, a contracting party may adopt security measures concerning entry into its territory and emergency measures to deal with a specific security threat. These shall be communicated without delay to the other contracting party. Each contracting party shall examine favourably any request from the other party that special security measures be taken to deal with a specific threat, and the first contracting party shall take into account security measures already applied by the other party, and the latter’s position on the matter. However, both parties recognise that No provision of this Article restricts the a contracting party's entitlement to refuse access to its territory to any flight which it considers to be a security threat. Except where not reasonably possible in case of emergency, each party shall inform the other 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 party may request a meeting of the Joint Committee to discuss such security measures, as provided for in Article 21 of this Agreement.

8. In the event of an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, passengers and crew, airports or air navigation facilities, the contracting parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely any such incident or threat.

9. Each contracting party shall take any measures it deems 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 consultation.

10. 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.

11. Without prejudice to Article 4 (Refusal, revocation, suspension or limitation of authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for withholding, revoking, restricting or imposing conditions on the operating authorisation of one or more air carriers of the other contracting party.

12. When required by an immediate and extraordinary threat, a contracting party may take provisional measures prior to the expiry of the fifteen (15)-day period referred to in paragraph 11 of this Article.

13. Any action taken in accordance with the paragraph 11 of this Article shall be discontinued upon compliance by the other party with the full provisions of this Article.

ARTICLE 15

Air traffic management

1. Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall ensure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part D of Annex II to this Agreement and, in areas not covered by the EU's regulatory framework, the procedures of the ICAO for air transport services, under the conditions below.

2. The contracting parties commit themselves to the highest degree of cooperation in the field of air traffic management with a view to extending the Single European Sky to Tunisia in order to enhance current safety standards and the overall efficiency of general air traffic in Europe, optimise capacities and minimise delays. To this end, Tunisia shall be involved in the Single European Sky Committee as an observer. The Joint Committee shall be responsible for monitoring and facilitating cooperation in the field of air traffic management.

3. With a view to achieving the objectives of the Single European Sky on their territories:

(a) Tunisia shall take the necessary measures to bring its air navigation services and institutional and air traffic management structures into line with the Single European Sky, in particular with regard to aviation safety;

(b) Tunisia, in particular, shall establish a relevant national control authority at least functionally independent from the provider(s) of air transport services;

(c) the European Union shall include Tunisia in the relevant operational initiatives in the areas of air transport services, air space and interoperability which result from the Single European Sky, specifically by means of:

i). cooperation with or the association of Tunisia in the functional airspace block;
ii). its participation in the Single European Sky network's operations, in particular the exchange of data on traffic flows;
iii). its alignment with the SESAR deployment plans;
iv). strengthening interoperability; and

(d) the contracting parties shall cooperate in the area of the EU's pattern of performance with the aim of optimising the overall effectiveness of flights, cutting costs and improving the safety, security and capacity of existing systems. This cooperation shall focus on tools to measure performance indicators and the use of tools for the management and design of air space.

ARTICLE 16

Environmental protection

1. Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall make sure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part E of Annex II.

2. The contracting parties emphasise the need to protect the environment by supporting the sustainable development of aviation. The contracting parties shall work together to identify issues associated with the impact of aviation on the environment.

3. The contracting parties recognise the importance of collaboration with a view to studying and reducing as far as possible the impact of aviation on the environment, in line with the objectives of this Agreement.

4. The contracting parties recognise the importance of combating climate change and thus reducing greenhouse gas emissions linked to aviation, at both national and international levels. The contracting parties agree to strengthen cooperation on these issues by means of, among other things, relevant multilateral agreements, notably the implementation of global market-based measures, as agreed at the 39th Assembly of the ICAO, and the use of the sustainable development mechanism created by Article 6.4 of the Paris Agreement as part of the United Nations Framework Convention on Climate Change for the development of international market-based measures to reduce greenhouse gas emissions in the aviation sector and any other aspect provided for in this Article 6 which is of particular relevance to international aviation-related emissions.

5. The contracting parties undertake to exchange information and maintain a regular dialogue between experts in order to strengthen their cooperation with a view to limiting the impact of aviation on the environment, including:

(a) research into and the development of environmentally friendly aeronautical technologies;

(b) innovation in air traffic management with a view to limiting the impact of aviation on the environment;

(c) research into and the development of new sustainable aviation fuels;

(d) the exchange of views concerning issues associated with the impact of aviation on the environment and reducing emissions from the aviation sector; and

(e) mitigating and monitoring noise, so as to reduce the impact of aviation on the environment.

6. The contracting parties also undertake, while respecting their rights and obligations under multinational environmental agreements, to step up their financial and technological cooperation with regard to measures intended to reduce greenhouse gas emissions from international aviation.

7. The contracting parties recognise the need to take appropriate measures to reduce or manage the impact of aviation on the environment, where these measures are fully compatible with their rights and obligations under international law.

ARTICLE 17

Air carrier liability

The contracting parties confirm their obligations under international agreements ratified by the two contracting parties.

ARTICLE 18

Consumer protection

Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall make sure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part F of Annex II.

ARTICLE 19

Social aspects

1. Without prejudice to the transitional arrangements set out in Annex I to this Agreement, the contracting parties shall make sure that their applicable laws, rules and procedures ensure, as a minimum, the implementation and application of the regulations and standards in the area of air transport set out in part G of Annex II.

2. The contracting parties recognise the importance of examining the impact of this Agreement on labour, employment and working conditions. The contracting parties undertake to cooperate on employment issues relevant to this Agreement, in particular with regard to its impact on employment, fundamental labour rights, working conditions, social protection and social dialogue.

3. The contracting parties shall, by means of their laws, regulations and practices, promote high levels of social and employment protection in civil aviation.

4. The contracting parties recognise the importance of the benefits resulting from the significant economic advantages of open, competitive markets in conjunction with high labour standards for workers. The contracting parties shall implement this Agreement so as to promote high labour standards, whatever the ownership or nature of the air carrier concerned, and shall ensure that the rights and principles set out in their respective legislations are not compromised but effectively applied.

5. The contracting parties undertake to promote and effectively implement in their laws and practices the fundamental labour standards recognised at international level, as set out in the fundamental conventions of the International Labour Organization, ratified by both Tunisia and the Member States of the EU.

6. The contracting parties undertake to also promote other standards and agreements internationally recognised in the social and labour fields which are relevant to the civil aviation sector and to effectively implement and enforce them in their national law.

7. Each contracting party may request that the Joint Committee meet to examine issues relating to employment which it considers important.

TITLE III:

INSTITUTIONAL PROVISIONS

ARTICLE 20

Interpretation and enforcement

1. The 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 the attainment of the objectives of this Agreement.

2. Each contracting party shall be responsible, in its own territory, for the proper implementation of this Agreement.

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 event of investigations on possible infringements which the other contracting party carries out under its respective competences as provided for 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 21

Joint committee

1. A committee composed of representatives of the contracting parties (hereinafter referred to as the 'Joint Committee') is hereby established, responsible for the administration of this Agreement and its proper implementation. To this end, it shall make recommendations and take decisions in the cases provided for in this Agreement.

2. The Joint Committee shall operate and take decisions on the basis of consensus. A decision of the Joint Committee shall be binding upon the Contracting Parties.

3. The Joint Committee shall adopt, by a decision, 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 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

be held at the earliest possible date, but not later than two (2) 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 of them, hold consultations in the Joint Committee.

7. The Joint Committee shall validate, by means of a decision, the assessment made by the European Union of the implementation and application by Tunisia of the regulations and standards provided for in European Union law, as described in point 1 of Annex I to this Agreement (Transitional provisions).

8. The Joint Committee shall examine questions relating to investments in the air carriers of the contracting parties and changes to the effective control of air carriers of the contracting parties.

9. The Joint Committee shall also develop cooperation, in particular (although not exclusively) in the following ways:

(a) reviewing market conditions affecting air services under this Agreement;

(b) responding, with the aim of finding an effective solution, to questions associated with doing business and the commercial opportunities referred to in Article 8 (Commercial activities) of this Agreement, which may impede access to the market and the smooth operation of aviation services falling within the scope of this Agreement, as a way of ensuring fair competition, regulatory alignment and a reduction of regulatory constraints to the operation of aviation services;

(c) exchanging information on, among other things, changes to the laws, regulations and policies of the respective contracting parties which may have an impact on aviation services;

(d) envisaging areas for inclusion in this Agreement, in particular by recommending amendments to the latter or conditions and procedures for other parties to accede to it;

(e) examining general issues associated with investment, ownership and control;

(f) developing regulatory cooperation and a mutual undertaking to achieve the reciprocal recognition and alignment of rules and measures;

(g) fostering consultation, where appropriate, on air transport issues dealt with in international organisations, in relations with third countries and in multilateral agreements, including consideration of whether to adopt a joint approach;

(h) facilitating the exchange of statistics in order to monitor the development of air transport services under this Agreement; and

(i) considering the social effects of the Agreement as implemented and developing appropriate responses to concerns found to be legitimate.

10. If the Joint Committee does not take a decision on an issue which has been referred to it within six (6) months of the date of referral, the contracting parties may take appropriate temporary safeguard measures under Article 23 (Safeguards) of this Agreement.

11. This Agreement shall be without prejudice to cooperation and discussions between the competent authorities of the contracting parties outside the Joint Committee, in particular in the areas of safety, security, the environment, air traffic management, airport infrastructure, competition and consumer protection. The contracting parties shall inform the Joint Committee of the results of such cooperation and any discussions which may affect the implementation of this Agreement.

ARTICLE 22

Dispute resolution and arbitration

1. Any dispute relating to the application or interpretation of this Agreement, other than questions relating to Article 7 (Fair competition), which are not settled by the meeting of the Joint Committee may be submitted to another party or body with a view to finding an agreement between the contracting parties. If the contracting parties are unable to agree, the dispute may, at the request of either of them, be submitted to arbitration in line with the procedures set out in this Article.

2. The request for arbitration shall be addressed in writing to the other contracting party. The complaining party shall specify in its request the measure in question and explain why it is incompatible with this Agreement in a manner sufficient to show clearly the legal basis of the complaint.

3. Unless the parties otherwise agree, arbitration shall be provided by a tribunal of three arbitrators to be constituted as follows:

(a) within twenty (20) days of receipt of a request for arbitration, each party shall appoint one arbitrator. Within thirty (30) days of appointment of these two arbitrators, they shall appoint by mutual consent a third arbitrator to act as the chair of the arbitration board;

(b) if either of the contracting parties does not appoint an arbitrator or if No third arbitrator is appointed in line with point (a) of this paragraph, one or other of the contracting parties may ask the President of the ICAO Council to appoint an arbitrator or arbitrators, as appropriate, within thirty (30) days of receipt of this request. If the President of the ICAO Council is a national of Tunisia or an EU Member State, the most senior vice-president of this Council who is not excluded for this reason shall make the appointment.

4. The date of establishment of the arbitration board shall be that on which the last of these three arbitrators accepts the appointment.

5. If one of the contracting parties so requests, the arbitration board shall rule within ten (10) days of its establishment on the question of whether the matter is considered urgent.

6. At the request of a contracting party, the arbitration board may order the other contracting party to implement interim measures pending the arbitration tribunal's final decision.

7. The arbitration board shall send the contracting parties an interim report setting out the facts, the applicability of the relevant provisions and the fundamental grounds for its findings and its recommendations No later than ninety (90) days after its establishment. Where the arbitration panel considers that it is unable to meet this deadline, its president shall notify the parties in writing, stating the reasons for the delay and the date on which the board intends to submit the interim report. In No event shall the interim report be sent more than one hundred and twenty (120) days after the establishment of the board.

8. A contracting party may present a written request to the arbitration board to review certain aspects of its interim report within fourteen (14) days of its notification.

9. In cases of urgency, the arbitration board shall make every effort to send its interim report within forty five (45) days and, in any event, No later than sixty (60) days after its establishment. A contracting party may request in writing that the arbitration board review certain specific aspects of its interim report within seven (7) days of notification of the report.

10. After considering any written comments by the parties on the interim report, the arbitration board may amend its report and undertake any further enquiry it considers appropriate. The findings of the final decision shall include sufficient discussion of the arguments submitted at the interim report stage, and shall answer clearly the questions and observations of the parties.

11. The arbitration board shall send its final decision to the contracting parties within one hundred and twenty (120) days of its establishment. Where the arbitration board considers that it is unable to meet this deadline, its president shall notify the parties in writing, stating the reasons for the delay and the date on which the board intends to send its final decision. In No event shall the final decision be communicated more than one hundred and fifty (150) days after the establishment of the board.

12. In cases of urgency, the arbitration board shall communicate its final decision within sixty (60) days of its establishment. Where the arbitration board considers that it is unable to meet this deadline, its president shall notify the parties in writing, stating the reasons for the delay and the date on which the board intends to send its final decision. In No event shall the final decision be communicated more than seventy five (75) days after the establishment of the board.

13. The contracting parties may submit requests for an explanation of the final decision within ten (10) days of its communication; any explanation shall be given within fifteen (15) days of receipt of the request.

14. If the arbitration board takes the view that an infringement of this Agreement has taken place and that the contracting party responsible has not complied with the final decision of the board or has not come to a mutually acceptable agreement with the other contracting

party within forty (40) days of notification of the arbitration board's final decision, the other contracting party may suspend the application of comparable advantages deriving from this Agreement or may suspend in part or in full the implementation of this Agreement until the responsible contracting party complies in full with the final decision of the arbitration board, or the contracting parties agree on a mutually acceptable solution.

ARTICLE 23

Safeguards

1. If either Party considers that the other 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 as least disturb the functioning of this Agreement.

2. A contracting party which is considering taking safeguard measures shall notify the other contracting party through the Joint Committee and provide all relevant information.

3. The contracting parties shall immediately enter into consultations in the Joint Committee with a view to finding a mutually acceptable solution.

4. Without prejudice to Articles 3(1)(c) (Operating authorisation) and 4(1)(d) (Refusal, revocation, suspension or limitation of authorisation), the contracting party concerned may not take safeguard measures until one month has elapsed after the date of notification under paragraph 2, unless the consultation procedure under paragraph 3 has been concluded before the expiry of the stated time limit.

5. The contracting party concerned shall, without delay, notify the measures taken to the Joint Committee, providing all relevant information.

6. 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 24

Relationship to other agreements

1. This Agreement shall prevail over any other relevant agreements and arrangements between the contracting parties which are in place at the moment of its signature, except in the cases provided for in paragraph 2 of this Article.

2. Provided that there is No discrimination between air carriers of the European Union on the grounds of nationality:

(a) any existing traffic rights and provisions or treatment which are more favourable in terms of ownership, traffic rights, capacity, frequency, type or change of aircraft, the sharing of codes and the charges associated with agreements or arrangements between the contracting parties which are already in place at the moment of conclusion of this Agreement and which are not covered by this Agreement or are more favourable or flexible in terms of freedom for the air carriers concerned than this Agreement, may continue to be exercised;

(b) any disputes between the contracting parties as to whether provisions or treatment under other agreements or arrangements between them are more favourable or flexible shall be decided within the context of the dispute resolution mechanism set out in Article 22 (Dispute resolution and arbitration). Any disputes on the relationship between conflicting provisions or treatment shall be dealt with in the context of the dispute resolution mechanism set out in Article 22.

3. If the Contracting Parties become parties to a multilateral agreement or endorse a decision adopted by the ICAO or another international organisation which addresses matters covered by this Agreement, they shall consult in the Joint Committee set up under Article 21 in good time to determine whether this Agreement should be revised to take into account the new situation.

ARTICLE 25

Regional dialogue

The contracting parties undertake to conduct ongoing dialogue to ensure the consistency of this Agreement with the Barcelona process, with the ultimate aim of creating a single 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 21(9).

ARTICLE 26

Amendments

1. If one of the contracting parties wishes to amend the provisions of this Agreement, it shall notify the Joint Committee accordingly.

2. Any amendment of this Agreement may be agreed by the contracting parties following consultations in line with Article 21 (Joint Committee) of this Agreement. Such amendments shall enter into force in line with Article 30 (Entry into force) of this Agreement.

3. The Joint Committee may, upon the proposal of one contracting party and in accordance with this Article, decide by consensus to amend the annexes to this Agreement.

4. This Agreement shall be without prejudice to the right of each 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 or an associated area mentioned in Annex II to this Agreement.

5. When new legislation or an amendment to its existing legislation in the field of air transport or an associated area mentioned in Annex II to this Agreement is being considered by one of the contracting parties, it shall inform the other contracting party as appropriate and possible. At the request of either contracting party, an exchange of views may take place in the Joint Committee.

6. As soon as a contracting party has adopted new legislation or an amendment to its legislation in the field of air transport or an associated area mentioned in Annex II which could impact the proper functioning of this Agreement, it shall inform the other contracting party No later than thirty (30) days after the adoption or amendment. Upon the request of any contracting party, the Joint Committee shall within sixty (60) days hold an exchange of views on the implications of such new legislation or amendment for the proper functioning of this Agreement.

7. Following the exchange of views referred to in paragraph 6 above, the Joint Committee shall:

(a) adopt a decision revising Annex II to this Agreement so as to integrate therein, if necessary on a basis of reciprocity, the new legislation or amendment in question;

(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) recommend any other measure, to be adopted within a reasonable period of time, to safeguard the proper functioning of this Agreement.

ARTICLE 27

Termination

Either party may, at any time, give the other party written notice, through the diplomatic channel, of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organisation and to the UN Secretariat. The Agreement shall come to an end at midnight GMT at the end of the ongoing IATA traffic season one year following the date of written notification of termination, unless the notice is withdrawn by mutual agreement of the parties before the expiry of this period.

ARTICLE 28

Registration of the Agreement

This Agreement and all its amendments shall be registered with the ICAO, in line with Article 83 of the Convention, and with the UN Secretariat, in line with Article 102 of the UN Charter, after they enter into force.

ARTICLE 29

Accession of new EU Member States

1. States joining the European Union after the date of signature of this Agreement may be allowed to accede to the latter.

2. Accession to the Agreement by a Member State of the European Union shall be conducted by the submission of an act of accession to the General Secretariat of the Council of the EU, which will notify the parties and the European Commission of the submission of an act of accession and of its date. Accession shall take effect 30 days following the date of submission of the act of accession.

3. Paragraphs 1 and 2 and Article 24 of this Agreement shall apply mutatis mutandis to existing agreements and arrangements which are in place at the moment when a Member State accedes to the European Union.

ARTICLE 30

Entry into force

This Agreement shall enter into force one month after the date of the last note communicated in an exchange of diplomatic notes between the parties confirming that all necessary procedures for entry into force of this Agreement have been completed. For the purposes of this exchange, Tunisia shall deliver its diplomatic note to the European Union and its Member States to the General Secretariat of the Council of the European Union, and the General Secretariat of the Council of the European Union shall deliver the diplomatic note from the European Union and its Member States to Tunisia. The diplomatic note from the European Union and its Member States shall contain communications from each Member State confirming that the 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 [...] in the year [...], in duplicate, in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish, Swedish and Arabic languages, each text being equally authentic.

For the Republic of Tunisia

For the European Union

For the Kingdom of Belgium

For the Republic of Bulgaria

for the Czech Republic

For the Kingdom of Denmark

For the Federal Republic of Germany

For the Republic of Estonia

For Ireland

For the Hellenic Republic

For the Kingdom of Spain

For the French Republic

For the Republic of Croatia

For the Italian Republic

For the Cypriot Republic

For the Republic of Latvia

For the Republic of Lithuania

For the Grand Duchy of Luxembourg

For Hungary

For Malta

For the Kingdom of the Netherlands

For the Republic of Austria

For the Republic of Poland

For the Portuguese Republic

For Romania

For the Republic of Slovenia

For the Slovak Republic

For the Republic of Finland

For the Kingdom of Sweden

ANNEX I:

TRANSITIONAL PROVISIONS

1. The implementation and application by Tunisia of the regulatory requirements and standards provided for in EU air transport law, as indicated in Annex II to this Agreement, shall be assessed under the responsibility of the European Union; this assessment shall be validated by a decision of the Joint Committee. The assessment shall be conducted No later than two (2) years after the entry into force of the Agreement.

2. Tunisia's gradual alignment with the regulatory requirements and standards of the European Union law in the field of air transport, as set out in Annex II to this Agreement, may be subject to regular assessments carried out by the European Commission in cooperation with Tunisia.

3. The implementation and application by Tunisia of the regulatory requirements and standards provided for in EU aviation security law shall be assessed under the responsibility of the European Union; this assessment shall be validated by a decision of the Joint Committee. The assessment shall be conducted No later than three (3) years after the entry into force of the Agreement.

4. The provisions of paragraph 6 (Subsidies and State aid) of Article 7 (Fair competition) shall apply for three (3) years after the date of signature of the Agreement.

ANNEX Ia

Transitional provisions relating to Tunis–Carthage International Airport

Notwithstanding the provisions of Article 2(3)(c) of the Agreement, the International Airport of Tunis-Carthage shall be subject to the following transitional arrangements for a period of five years from the date of signature of the Agreement and exclusively for approved passenger or combined transport services:

1. Where a bilateral agreement exists between Tunisia and an EU Member State, the designation and rights under the 3rd and 4th freedoms to and from Tunis-Carthage Airport shall be granted in conformity with such bilateral agreements, irrespective of the frequency of services:

   - to air carriers of Tunisia holding a valid operating licence, and

   - to carriers of the European Union holding a valid operating licence issued by the EU Member State from which the flight departs or to which it travels.

2. Mono-designation schemes in existing bilateral agreements between Tunisia and the Member States shall become bi-designation schemes.

3. For existing agreements containing Bermuda-type clauses, paragraph 1 shall apply, and where there are at least ten (10) flights as at the date of signature of the Agreement, the number of weekly services shall be fixed at 10 unless the contracting parties decide to move beyond that in line with their bilateral agreements.

4. For Member States with which Tunisia has No bilateral air service agreement, or where the existing bilateral air service agreement provides for fewer than 10 weekly services to and from Tunis-Carthage International Airport, the number of weekly frequencies to and from this airport shall be fixed at 10 weekly services with a scheme of bi-designation for air carriers of Tunisia with a valid operating licence, and of the European Union with a valid operating licence issued by a Member State of the European Union from which the flight departs or to which it travels.

5. An annual increase of 10% shall be granted with respect to the frequency of services cited above, starting one year after signature of the Agreement.

6. The contracting parties shall discuss in the Joint Committee, as soon as possible, any question concerning the interpretation and implementation of this Annex.

ANNEX II:

(Subject to regular update)

RULES APPLICABLE TO CIVIL AVIATION

Tunisia shall ensure that the regulatory requirements and standards set out in the applicable provisions of the acts below, as indicated, are implemented and applied in the legislation, regulations and procedures applicable in Tunisia, in accordance with this Agreement. Tunisia shall ensure that any amendments to these acts are, where appropriate, introduced into the legislation, regulations and procedures applicable in Tunisia.

A. AVIATION LIBERALISATION AND OTHER CIVIL AVIATION RULES

No 1008/2008
Regulation of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community
Relevant provisions: Articles 2, 5, 7, 11, 23(1), 24 and Annex I

No 785/2004
Regulation of the European Parliament and of the Council of 21 April 2004 on insurance requirements for air carriers and aircraft operators, as **amended by**:

- Commission Regulation (EU) No 285/2010
Relevant provisions: Articles 1 to 8

No 2009/12
Directive of the European Parliament and of the Council of 11 March 2009 on airport charges
Relevant provisions: Articles 1 to 11

No 96/67
Council Directive of 15 October 1996 on access to the groundhandling market at Community airports
Relevant provisions: Articles 1 to 9, 11 to 21 and Annex
As regards the application of Article 20(2), the term "the Commission" shall be interpreted to mean "the Joint Committee".

B. AVIATION SAFETY

The safety of civil aviation and the EASA Basic Regulation

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:

- Commission Regulation (EC) No 690/2009,

- Regulation (EC) No 1108/2009,
  Relevant provisions: Articles 1 to 3 (first paragraph only) and Annex

- Regulation (EU) No 6/2013
- Regulation (EC) No 4/2016,

Relevant provisions: Articles 1 to 16, Annexes I to Vb

Air operations

No 965/2012
Regulation (EU) No 965/2012 of 5 October 2012 laying down technical requirements and administrative procedures related to air operations pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council, **as amended by**:

- Commission Regulation No 800/2013 of 14 August 2013,

- Commission Regulation No 71/2014 of 27 January 2014,

- Commission Regulation No 83/2014 of 29 January 2014,

- Commission Regulation No 379/2014 of 7 April 2014,

- Commission Regulation No 2015/140 of 29 January 2015,

- Commission Regulation No 2015/1329 of 31 July 2015,

- Commission Regulation No 2015/640 of 23 April 2015,

- Commission Regulation (EU) No 2015/2338 of 11 December 2015,
- Regulation (EU) No 2016/1199,
- Regulation (EU) No 2017/363.

Relevant provisions: Articles 1 to 9a, Annexes I to VIII

No 1332/2011
Commission Regulation (EU) No 1332/2011 of 16 December 2011 laying down common airspace usage requirements and operating procedures for airborne collision avoidance, **as amended by:**

- Commission Regulation No 2016/583 of 15 April 2016.

  Relevant provisions: Articles 1 to 5, Annex

Aircrew

No 1178/2011
Commission Regulation (EU) No 1178/2011 of 3 November 2011 laying down technical requirements and administrative procedures related to civil aviation aircrew pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council, **as amended by**:

- Commission Regulation No 290/2012 of 30 March 2012,
- Commission Regulation No 70/2014 of 27 January 2014,
- Commission Regulation No 245/2014 of 13 March 2014,
- Commission Regulation (EU) 2015/445 of 17 March 2015,
- Commission Regulation No 2016/539 of 6 April 2016.

Relevant provisions: Articles 1 to 11, Annexes I to IV

Accident investigation

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, **as amended by**:

- Regulation (EU) No 376/2014 of the European Parliament and of the Council of 3 April 2014

Relevant provisions: Articles 1 to 23, with the exception of Articles 7(4) and 19 (repealed by Regulation (EU) No 376/2014)

No 2012/780
Commission Decision of 5 December 2012 on access rights to the European Central Repository of Safety Recommendations and their responses established by Article 18(5) of Regulation (EU) No 996/2010 of the European Parliament and of the Council on the investigation and prevention of accidents and incidents in civil aviation and repealing Directive 94/56/EC.

Relevant provisions: Articles 1 to 5

Initial airworthiness

No 748/2012
Commission Regulation (EC) No 748/2012 of 3 August 2012 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations, **as amended by**:

- Commission Regulation No 7/2013 of 8 January 2013,

- Commission Regulation No 69/2014 of 27 January 2014,

- Commission Regulation No 2015/1039 of 30 June 2015,
- Commission Regulation (EU) 2016/15.

Relevant provisions: Articles 1 to 10, Annex I.

Continuing Airworthiness

No 1321/2014
Commission Regulation (EC) No 1321/2014 of 26 November 2014 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks, **as amended by**:

- Commission Regulation (EU) 2015/1088 of 3 July 2015 amending Regulation (EU) No 1321/2014 as regards alleviations for maintenance procedures for general aviation aircraft

- Commission Regulation (EU) No 2015/1536 of 16 September 2015 amending Regulation (EU) No 1321/2014 as regards alignment of rules for continuing airworthiness with Regulation (EC) No 216/2008, critical maintenance tasks and aircraft continuing airworthiness monitoring
- Commission Regulation (EU) 2017/334

Relevant provisions: Articles 1 to 6, Annexes I to IV

Additional airworthiness specifications

No 2015/640
Commission Regulation of 23 April 2015 on additional airworthiness specifications for a given type of operations and amending Regulation (EU) No 965/2012

Aerodromes

No 139/2014
Commission Regulation (EU) No 139/2014 of 12 February 2014 laying down requirements and administrative procedures related to aerodromes pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council
Relevant provisions: Articles 1 to 10, Annexes I to IV

Management of air traffic/air transport services

No 2015/340
Commission Regulation (EU) 2015/340 of 20 February 2015 laying down technical requirements and administrative procedures relating to air traffic controllers' licences and certificates pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council, amending Commission Implementing Regulation (EU) No 923/2012 and repealing

Commission Regulation (EU) No 805/2011.
Relevant provisions: Articles 1 to 10, Annexes I to IV

No 373/2017
Commission Implementing Regulation (EU) 373/2017 of 1 March 2017 laying down common requirements for providers of air traffic management/air navigation services and other air traffic management network functions and their oversight, repealing Regulation (EC) No 482/2008, Implementing Regulations (EU) No 1034/2011, (EU) No 1035/2011 and (EU) 2016/1377 and amending Regulation (EU) No 677/2011

Incident reporting

No 376/2014
Regulation (EU) No 376/2014 of the European Parliament and of the Council of 3 April 2014 on the reporting, analysis and follow-up of occurrences in civil aviation, amending Regulation (EU) No 996/2010 of the European Parliament and of the Council and repealing Directive 2003/42/EC of the European Parliament and of the Council and Commission Regulations (EC) No 1321/2007 and (EC) No 1330/2007.

Relevant provisions: Articles 1 to 7; Article 9(3); Article 10(2) to (4); Article 11(1) to (7); Article 13, except paragraph (9); Article 14 to 16; Article 21, Annexes I to III.

No 2015/1018
Commission Implementing Regulation (EU) No 2015/1018 of 29 June 2015 laying down a list classifying occurrences in civil aviation to be mandatorily reported according to Regulation (EU) No 376/2014 of the European Parliament and of the Council
Relevant provisions: Article 1, Annexes I to V.

European air safety list of air carriers subject to an operating ban within the Community

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 amended by**:

- Commission Regulation (EU) No 2016/963 of 16 June 2016.

Technical requirements and administrative procedures in the field of civil aviation

No 3922/91
Council Regulation (EEC) No 3922/91 of 16 December 1991 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation, **as amended by**:

- Regulation (EC) No 1899/2006 of the European Parliament and of the Council of 12 December 2006,

- Regulation (EC) No 1900/2006 of the European Parliament and of the Council of 20 December 2006,

- Commission Regulation (EC) No 8/2008 of 11 December 2007,

- Commission Regulation (EC) No 859/2008 of 20 August 2008.

Relevant provisions: Articles 1 to 10 with the exception of Article 4(1), the second subparagraph of Article 8(2), Articles 12 to 13, Annexes I to III.

C. AVIATION SECURITY

No 300/2008
Regulation (EC) No 300/2008 of the European Parliament and of the Council of 11 March 2008 on common rules in the field of civil aviation security and repealing Regulation (EC) No 2320/2002.

Relevant provisions: Articles 1 to 15, 18, 21 and Annex

No 272/2009
Commission Regulation (EC) No 272/2009 of 2 April 2009 supplementing the common basic standards on civil aviation security laid down in the Annex to Regulation (EC) No 300/2008 of the European Parliament and of the Council, **as amended by**:

- Commission Regulation No 297/2010 of 9 April 2010,

- Commission Regulation No 720/2011 of 22 July 2011,

- Commission Regulation No 1141/2011 of 10 November 2011,

- Commission Regulation No 245/2013 of 19 March 2013,

No 1254/2009
Commission Regulation (EU) No 1254/2009 of 18 December 2009 setting criteria to allow Member States to derogate from the common basic standards on civil aviation security and to adopt alternative security measures, as amended by:
Commission Regulation (EU) No 2096/2016

No 18/2010
Commission Regulation (EU) No 18/2010 of 8 January 2010 amending Regulation (EC) No 300/2008 of the European Parliament and of the Council as far as specifications for national quality control programmes in the field of civil aviation security are concerned
Relevant provisions: All

No 2015/1998

Commission Implementing Regulation (EU) No 2015/1998 of 5 November 2015 laying down detailed measures for the implementation of the common basic standards on aviation security, **as amended by**:

- Commission Regulation (EU) No 2015/2426 of 18 December 2015.
  Relevant provisions: All, including the Annex.

D. AIR TRAFFIC MANAGEMENT

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), **as amended by**:

- Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001 Relevant provisions: Articles 1 to 5, with the exception of Article 1(4)
  Relevant provisions: Articles 1 to 4, 6, 9 to 13

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); **as amended by**:

- Regulation (EC) No 1070/2009
  Relevant provisions: Articles 1 to 18, Annex I

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), **as amended by**:

- Regulation (EC) No 1070/2009
  Relevant provisions: Articles 1 to 9

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), **as amended by**:

- Regulation (EC) No 1070/2009
  Relevant provisions: Articles 1 to 10, Annexes I to V

Performance and charging

No 390/2013
Commission Implementing Regulation (EU) No 390/2013 of 3 May 2013 laying down a performance scheme for air navigation services and network functions

No 391/2013

Commission Implementing Regulation (EU) No 391/2013 of 3 May 2013 laying down a common charging scheme for air navigation services

Network functions

No 677/2011
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, **as amended by**:

- Commission Implementing Regulation (EU) No 970/2014 of 12 September 2014
- Implementing Regulation (EU) No 373/2017

Relevant provisions: Articles 1 to 25, Annexes

No 255/2010
Commission Regulation (EU) No 255/2010 of 25 March 2010 laying down common rules on air traffic flow management, **as amended by**:

- Commission Implementing Regulation (EU) No 923/2012 of 26 September 2012

- Commission Regulation (EU) No 2016/1006 of 22 June 2016 amending Regulation (EC) No 255/2010 as regards the ICAO provisions referred to in Article 3(1)

Relevant provisions: Articles 1 to 15, Annex

C(2011)4130
Commission Decision of 7 July 2011 on the nomination of the Network Manager for the air traffic management (ATM) network functions of the single European sky.

Functional Airspace Blocks

No 176/2011
Commission Regulation (EU) No 176/2011 of 24 February 2011 on the information to be provided before the establishment and modification of a functional airspace block

Interoperability

No 1032/2006
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, **as amended by**:

- Commission Regulation (EC) No 30/2009 of 16 January 2009
  Relevant provisions: Articles 1 to 9, Annexes I to V

No 1033/2006

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, **as amended by**:

- Implementing Regulation (EU) No 929/2010
- Commission Implementing Regulation (EU) No 923/2012 of 26 September 2012

- Commission Implementing Regulation (EU) No 428/2013 of 8 May 2013
- Implementing Regulation (EU) No 2120/2016

Relevant provisions: Articles 1 to 5, Annex

No 633/2007
Commission Regulation (EC) No 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, **as amended by**:

- Commission Regulation No 283/2011 of 22 March 2011,
  Relevant provisions: Articles 1 to 6, Annexes I to IV

No 29/2009
Commission Regulation (EC) No 29/2009 of 16 January 2009 laying down requirements on data link services for the single European sky, **as amended by**:

- Commission Regulation (EU) No 2015/310 of 26 February 2015.
  Relevant provisions: Articles 1 to 14, Annexes I to III

No 262/2009
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, **as amended by**:
- Implementing Regulation (EU) No 2345/2016 of 14 December 2016
.
Relevant provisions: Articles 1 to 12, Annexes I to VI

No 73/2010
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, **as amended by**:

- Commission Implementing Regulation (EU) No 1029/2014 of 26 September 2014
  Relevant provisions: Articles 1 to 13, Annexes I to X

No 1206/2011
Commission Implementing Regulation (EU) No 1206/2011 of 22 November 2011 laying down requirements on aircraft identification for surveillance for the single European sky
Relevant provisions: Articles 1 to 11, Annexes I to VII

No 1207/2011
Commission Implementing Regulation (EU) No 1207/2011 of 22 November 2011 laying down requirements for the performance and the interoperability of surveillance for the single

European sky, **as amended by**:

- Commission Implementing Regulation (EU) No 1028/2014 of 26 September 2014
- Implementing Regulation (EU) No 386/2017

Relevant provisions: Articles 1 to 14, Annexes I to IX

No 1079/2012
Commission Implementing Regulation No 1079/2012 of 16 November 2012 laying down requirements for voice channels spacing for the single European sky, **as amended by**:

- Commission Implementing Regulation (EU) No 657/2013 of 10 July 2013
- Implementing Regulation (EU) No 2345/2016

Relevant provisions: Articles 1 to 14, Annexes I to V

SESAR

No 219/2007
Council Regulation (EC) No 219/2007 of 27 February 2007 on the establishment of a Joint Undertaking to develop the new generation European air traffic management system (SESAR), **as amended by:**

- Council Regulation (EC) No 1361/2008 of 16 December 2008,

- Council Regulation (EC) No 721/2014 of 16 June 2014.

  Relevant provisions: Articles 1(1)-(2), 1(5)-(7), 2, 3, 4(1), Annex

No 409/2013
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
Relevant provisions: Articles 1 to 15

No 716/2014
Commission Implementing Regulation (EU) No 716/2014 of 27 June 2014 on the establishment of the Pilot Common Project supporting the implementation of the European Air Traffic Management Master Plan

Air space

No 2150/2005
Commission Regulation (EC) No 2150/2005 of 23 December 2005 laying down common rules for the flexible use of airspace
Relevant provisions: Articles 1 to 9, Annex

No 923/2012
Commission Implementing Regulation (EU) No 923/2012 of 26 September 2012 laying down the common rules of the air and operational provisions regarding services and procedures in air navigation and amending Implementing Regulation (EU) No 1035/2011 and Regulations

(EC) No 1265/2007, (EC) No 1794/2006, (EC) No 730/2006, (EC) No 1033/2006 and (EU) No 255/2010, **as amended by**:

- Commission Regulation (EU) 2015/340 of 20 February 2015
- Commission Regulation (EU) 2016/1185.

Relevant provisions: Articles 1 to 10, Annex, including its appendices

E. ENVIRONMENT AND NOISE

No 2002/49
Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise, as amended by Regulation 1137/2008 and Directive 2015/996

Relevant provisions: Articles 1 to 12, Annexes I to VI

No 2003/96
Council Directive of 27 October 2003 restructuring the Community framework for the taxation of energy products and electricity
Relevant provisions: Articles 14(1)(b), 14(2)

No 2006/93
Directive 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 5, Annexes I to II

No 598/2014
Regulation (EU) No 598/2014 of the European Parliament and of the Council of 16 April 2014 on the establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at Union airports within a Balanced Approach and repealing Directive 2002/30/EC
Relevant provisions: Articles 1 to 10, Annexes I to II

F. CONSUMER PROTECTION

No 2027/97
Council Regulation of 9 October 1997 on air carrier liability in the event of accidents as amended by:

- Regulation (EC) No 889/2002
  Relevant provisions: Articles 1 to 6, Annexes

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

No 1107/2006
Regulation of the European Parliament and of the Council of 5 July 2006 concerning the right of disabled persons and persons with reduced mobility when travelling by air.
Relevant provisions: Articles 1 to 16, Annexes I to II

G. SOCIAL ASPECTS

No 1989/391
Council Directive of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work, **as amended by**:

- Directive 2007/30/EC
  Relevant provisions: Articles 1 to 16

No 2000/79
Council Directive of 27 November 2000 concerning the implementation of 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: Articles 2 to 3, Annex

No 2003/88
Directive of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time
Relevant provisions: Articles 1 to 20, 22 to 23