

**PROGRAMME ARRANGEMENT (PA) No A-001 -CAP-EATF-GC**

BETWEEN

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

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA

AND

THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND

AND

THE MINISTER FOR DEFENCE AND VETERANS OF THE FRENCH REPUBLIC

AND

THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC ITALY

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA

AND

THE MINISTER OF DEFENCE OF THE GRAND-DUCHY OF LUXEMBOURG

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

AND

THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC

AND

THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA

AND

THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN

AND

THE GOVERNMENT OF THE KINGDOM OF SWEDEN

REGARDING

**THE EUROPEAN AIR TRANSPORT FLEET (EATF)**

*Certified True Copy*

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## ***Introduction***

The Federal Minister of Defence and Sports of the Republic of Austria, the Minister of Defence of the Kingdom of Belgium, the Ministry of Defence of the Republic of Bulgaria, the Ministry of Defence of the Czech Republic, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of the Republic of Finland, the Minister for Defence and Veterans of the Republic of France, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Republic of Italy, the Ministry of National Defence of the Republic of Lithuania, the Minister of Defence of the Grand-Duchy of Luxembourg, the Minister of Defence of the Kingdom of The Netherlands, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of the Portuguese Republic, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Kingdom of Spain and the Government of the Kingdom of Sweden, hereinafter referred to as the “EATF-Programme-Contributing Members”:

- taking into account the Joint Action 2004/551/CFSP of 12 July 2004 on the establishment of the European Defence Agency (EDA);
- considering the Declaration of Intent regarding the establishment of an European Air Transport Fleet, signed in Brussels on 10 November 2008, under the auspices of the EDA;
- taking into account the Letter of Intent regarding the European Air Transport Fleet, signed by 15 participating Member States (pMS) so far;
- taking into account the EDA Steering Board Decision (SBD) N° 2011/07 of 09 March 2011 approving “the European Air Transport Fleet (EATF)” (hereinafter referred to as the EATF) as an ad hoc Category A Programme; and
- taking into account the Steering Board Decision N° 2010/19 of 10 June 2010 on the General Rules and Procedures and the General Provisions applicable to Ad Hoc research and technology projects and programmes of the EDA, the provisions of Sections I to XII of which will apply, unless this PA contains alternative provisions;

have reached the following understandings concerning this Category A Programme (hereinafter known as the EATF-programme):

**the European Air Transport Fleet (EATF).**

### ***Definitions and Abbreviations***

<b>Collaborative Work Space (CWP)</b>	An electronic working area within the EDA extranet, for which access is limited to specific persons.
<b>EATF-programme</b>	The Cat. A Programme on “the European Air Transport Fleet (EATF)” under whose umbrella a number of EATF-projects will be launched.
<b>EATF-programme-cMS</b>	Contributing Member State in this Programme Arrangement and hence of the EATF-programme.
<b>EATF-project-cMS</b>	cMS of a specific EATF-project to be launched under this EATF PA.
<b>EATF-programme Third Party</b>	Any person or legal entity who is not an EATF-programme-cMS. Contractors will not be regarded as Third Parties for the purposes of the contract(s) related to the EATF-project(s) in which they are engaged. The term EATF-programme Third Party does not include the support personnel of contributing Members of the EATF-programme.
<b>EATF-project Third Party</b>	Means, in the case of an EATF-project, any person or legal entity who is not an EATF-project-cMS. Contractors will not be regarded as Third Parties for the purposes of the contract in which they are engaged. The term EATF-project Third Party does not include the support personnel of contributing Members of the EATF-project.
<b>EDA</b>	The European Defence Agency
<b>ESG</b>	Executive Steering Group
<b>JA</b>	The Joint Action 2004/551/CFSP of 12 July 2004 (establishment of EDA).
<b>MC</b>	The Management Committee responsible for supervising the implementation and management of the EATF-programme.
<b>Observers</b>	Observers, for the purposes of this Programme Arrangement, are pMS which have not signed the PA yet.
<b>PA</b>	Programme Arrangement
<b>Project Management Group (PMG)</b>	A group of experts established by the MC to exercise management of a EATF-project.

## ***1. Objectives***

### Vision

1.1 The EATF is a flexible and inclusive partnership between national and multinational military air transport fleets and organisations in Europe, aimed at the enhancement of standardised air transport services, accessed through an identified process and using simplified common procedures.

The provision of those services will be implemented through the most cost effective sharing, pooling, exchange or acquisition of capabilities.

The long term vision of a European air transport fleet aims at the efficient usage, through a networked fleet linking various European air transport fleets, of all present and future air transport assets made available by the pMS for military needs, regardless of type or origin.

1.2 This PA sets out the provisions to determine and manage the EATF-programme federating projects (hereafter referred to as EATF-projects identified by the EATF-programme-cMS) in order to optimize cooperation and coordination. The EATF-programme will be established as an Ad Hoc Cat. A Programme for guidance and information exchange while the EATF-projects will be established as separate Ad Hoc Cat. B projects under the umbrella of the EATF-programme. Each EATF-project might have different contributing members (cMS) and each EATF-programme-cMS will commit only to the EATF-projects it decides to participate in.

### 1.3 Scope of EATF

- EATF is to be seen as an innovative concept to enhance airlift capacity. It will consist of a framework federating different projects identified by the signatories, different structures and different types of assets, in order to optimize cooperation and coordination.
- EU Member States participation to EATF, will take the following form, among others: making available military transport aircraft; purchasing flying hours; providing or exchanging flying hours; providing and benefiting from shared and/or pooled aircraft and/or support functions.

## Objectives

1.4 EATF will enhance the individual airlift capacities of the EATF-programme-cMS. Main objectives are:

- to increase the military airlift provision within the EU by better use of the existing assets and facilitating acquisitions of additional ones.
- to develop concrete solutions in order to increase the efficiency of existing and future airlift assets made available by the EATF-programme-cMS for military needs to meet national, EU and other organisations/frameworks operational requirements.
- to develop means for optimisation of interested existing and future air transport organisations and structures in order to create synergy between them through far-reaching coordination.
- to be able to transport any personnel/equipment by any asset with a minimum of constraints, i.e. by harmonizing and standardizing rules, regulations and procedures.
- to address the way different types of air transport assets are acquired, operated, supported and managed in the most efficient way.
- to seek for cost effective solutions.

1.5 The intention is not to create a supplementary air transport structure within Europe, but to better coordinate and strengthen existing and/or future ones, thus avoiding duplication. This project is not in competition with other European Air Transport structures, such as the European Air Transport Command (EATC).

## ***2. Management***

2.1 The management and implementation of the whole EATF-programme will be achieved by a governance structure consisting of a higher level “Management Committee” (MC) for strategic guidance assisted by an Executive Steering Group (ESG) which will convene at the discretion of the MC, if necessary and at the lower level for each Cat. B project, a “Project Management Group” (PMG), with the understanding that “higher level” is without prejudice to the rank or functions of participants to the MC, which remains a national responsibility. The MC will develop the appropriate methodology supported by a Programme Management Plan (PMP) for implementing the EATF-programme. The MC will comprise representatives of each EATF-programme-cMS, while EDA will provide a non-voting Chair. Other pMS may be invited as

observers upon decision of the MC. For the ESG and the respective PMGs, Terms of Reference (TOR) are to be developed, including the procedure to elect/announce a Chairman. These TOR are to be approved by the MC in accordance with paragraph 2.2 of this PA.

The MC will be disbanded after the end of the EATF-programme. Each MC member may designate a deputy to take his/her place in case of unavailability.

#### Decisions related to the whole EATF-programme and decisions for specific EATF-projects

2.2 Without prejudice to Section 3 paragraph 1 and Section 4, paragraph 1, the MC will endeavour to reach its decisions by consensus. However, when a consensus cannot be achieved, either a MC member or the chairman may propose that a vote is taken. The chairman will then call for a vote, in which case each EATF-programme cMS will account for one vote. The decision will then be adopted if the votes cast in favour represent at least two thirds of the EATF-programme-cMS present, representing a minimum of 60% of the signatory EATF-programme cMS<sup>1</sup>. If a cMS has been outvoted and makes a declaration of vote stating that it has an important reason to oppose the decision, this cMS may, after exposing its reason, raise this issue at ministerial level for an unanimous decision. The MC decision will not be executed until a decision at ministerial level has been taken.

- a) For a vote related to the whole EATF-programme, each EATF-programme-cMS will take part;
- b) For a vote related to an individual EATF-project, only the concerned EATF-project-cMS will take part.

2.3 The MC will, in particular:

- a) define a strategy towards the implementation of the EATF network, including a roadmap consistent with the imperatives of other existing and future air transport organisations;
- b) collaborate with the aim of federating all efforts in the area of military air transport with other interested organisations and initiatives in Europe;
- c) provide guidance for all relevant EATF activities and ensure coherence between the different work strands and projects that will be undertaken in the EATF framework;
- d) develop an appropriate method supported by a programme management plan for implementing the EATF-programme. The method will include the establishment of a number of EATF-projects that will address respective EATF areas of work taking into account the

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<sup>1</sup> Detailed regulations will be subject to Terms of Reference (TOR) for the MC. These TOR will be developed upon signature of the PA by the EATF AHWG Governance and will be forwarded to the MC for approval.

objectives of the EATF-programme and the establishment of a recommendation on how to achieve them (strategy);

- e) monitor the progress of the whole EATF-programme through the established programme management plan, the inputs of PMGs, inputs from EDA and other relevant information. The MC may request that the PMG chairman informs the MC on the progress of their corresponding EATF-project. The MC may analyse decisions by PMGs for impact on the EATF-programme as a whole and advise accordingly. The MC shall encourage coordination and information exchange and sharing to as large an extent as possible between EATF-projects;
- f) advise, based on recommendations by the PMGs, the EDA on the possible use of EDA Operational Budget for Capabilities studies that may be beneficial to the EATF-programme. The advice will not be obligatory for the EDA to follow. The process for launching such studies will be based on existing EDA practices. The MC may supply the EDA with the Technical Specifications of the study or other material that the EDA may request;
- g) monitor - through PMGs appointed for that purpose - the progress of work in each EATF-project and advise accordingly to ensure that the identified EATF-project is satisfactorily completed;
- h) take action to resolve any issues referred to it by the PMGs;
- i) note the final summary reports and approve the publishable Executive Summaries of each EATF-project (the publishable Executive Summaries will be provided to EDA for release to all EDA pMS).

2.4 The MC will provide an annual report to the EDA Steering Board in Capabilities Director Formation, on the progress of the EATF-programme which will be drafted by the EDA in accordance with paragraph 2.11 below.

2.5 On completion of the EATF-programme, and in addition to (or in place of) the annual report, the MC will provide a final report to the EATF-programme-CMS and the EDA Steering Board in Capabilities Formation which will be drafted by the EDA in accordance with paragraph 2.11 below, and which will at least include:

- a) an evaluation of the EATF-programme's success in implementing its objective as described in paragraph 1.4;
- b) an evaluation of the output of the EATF-programme including the outputs of the EATF-projects as described in paragraph 2.8;



c) lessons learned from the operation and management of the EATF-programme.

2.6 For each EATF-project a PMG will be established that will exercise technical management of their project, will be responsible for day-to-day monitoring. The PMG of each EATF-project is made up of one representative from each cMS of the said EATF-project. PMG members are government representatives or, when a EATF-project-cMS so decide representatives from academia, industry or any other entity. The designated representatives of each EATF-project-cMS to the PMGs will have to comply with the provisions of this PA. The EATF-project-cMS is responsible for the compliance of his/her PMG representative with the provisions of this PA. The participation to the PMG of a non-governmental representative will have to be declared to all the other EATF-project-cMS, at least one month before the first participation. The parent EATF-project-cMS will make every effort to ensure that the PMG members are available when needed to carry out activities required of them.

2.7 Any decisions regarding their individual EATF-project will be taken by the PMG unanimously. If the PMG is unable to resolve any problems faced in the project which they are responsible for, they will refer those problems to the MC for resolution in accordance with paragraph 2.3(h).

2.8 Each PMG will:

- a) provide technical management of the EATF-project for which they are responsible for; and provide updates to the MC on the progress of their EATF-project. The updates provided by the PMG to the whole MC will not include any information which the PMG members consider as sensitive. The chairman of the PMG should inform the MC on the progress of their EATF-project whenever they are requested to do so by the MC (see paragraph 2.3 (e)).
- b) provide an annual PMG report on the status of work under their respective EATF-project in time in order to be incorporated into the annual report of the MC and the MC annual Steering Board report (see paragraph 2.5).
- c) provide in addition to paragraph 2.8(b), a summary report at the completion of the EATF-project informing the MC that the project is satisfactorily completed (including the resolution of any disputes); and evaluating the technical output of the EATF-project and the potential for follow-up projects. The PMG will produce a non-restricted Executive Summary that will be issued to all pMS of the EDA upon completion of the contract and / or project and approval by the MC.

2.9 The PMGs of the EATF-projects will in addition:

- a) advise, based on technical monitoring of the EATF-programme, inputs from EDA and inputs from the other PMGs, the MC on the methodology supported by a coordination roadmap for implementing the EATF-programme and on other technical issues that are related to the accomplishment of the objectives and the technical coordination of the EATF-programme;
- b) advise when requested by the MC on the resolution of problems resulting in EATF-projects;
- c) provide recommendations to the MC on possible use of EDA Operational Budget for Capabilities studies that may be beneficial to the EATF-programme;
- d) include, if appropriate, in its annual report and final report contents described in paragraph 2.8(b) and 2.8(c).

2.10 On the completion of an EATF-project for which it is responsible, the associated PMG will automatically be disbanded, unless the MC decides otherwise.

2.11 The EDA will:

- a) host and arrange meetings of the MC. This will include production of minutes for MC if requested to do so;
- b) host and arrange meetings of PMG upon specific request by the PMG chairman;
- c) set up and manage Collaborative Work Spaces (CWP) for each EATF-project, to which MC members of the EATF-project-cMS and PMG members will have access;
- d) in accordance with paragraphs 2.4 and 2.5, draft for the MC, an annual report to the SB, on the progress of the EATF-programme; and draft the final report required at the end of the Programme.

### ***3. Work Schedule***

3.1 A list of topics covered by the EATF-programme will be approved by the MC. The list may be amended by unanimous decision of the MC.

3.2 The EATF-programme-cMS, wishing to launch additional EATF-projects under the EATF-programme umbrella, should inform the MC of their intentions.

#### ***4. Financial Arrangements***

4.1 In principle no financial implications are foreseen for the EATF programme, unless the EATF-Programme-cMS decide otherwise by unanimity. Such decision will require a PA amendment.

4.2 All administrative costs of the EATF-programme will be borne by the EATF-programme-cMS incurring them, including inter alia the travelling expenses and the work of MC and of PMG members.

4.3 All questions on costs/financial matters, related to EATF-projects, will be subject to the respective EATF-project PA.

#### ***5. Equipment and Material***

All questions related to equipment and material related to EATF-projects will be subject to the respective EATF-project PA.

#### ***6. Attachments and Exchanges of Personnel***

All questions related to attachments and exchanges of personnel related to EATF-projects will be subject to the respective EATF-project PA.

#### ***7. Contracting***

No contracting is foreseen at the EATF-programme level. Any contracting requirements for the projects will be subject to the respective EATF-project PA.

#### ***8. Liability***

Liability will be dealt with in accordance with the relevant provisions of Section V of the General Provisions applicable to Ad Hoc research and technology projects and programmes.

#### ***9. Special Provisions for EATF projects***

9.1 Each EATF-project will be the subject of a specific project arrangement under the umbrella of the EATF-programme. To that end, the EATF-programme-cMS agree to use the framework and relevant templates – adapted to conform to the provisions of the present programme arrangement- of the General Rules and Procedures and the General Provisions applicable to Ad Hoc research and technology projects and programmes to the extent appropriate.

9.2 The EATF-project-cMS endeavour to report general information about their intention to contribute to any EATF-project to the other EATF-programme-cMS.

9.3 PMGs may decide to invite experts from academia, industry or any EATF-project-Third Party for specific activities.

## ***10. Security and Visits***

The highest level of classification of information under this PA may be up to SECRET UE.

## ***11. Disclosure and Use of non-classified Information***

11.1 All EATF-projects will be treated as separate projects where the Section VI of the General Provisions applicable to Ad Hoc research and technology projects and programmes will apply.

11.2 The MC shall encourage coordination and information exchange and sharing between EATF-projects to an extent as large as possible.

### **Information Exchange**

11.3 Participating in the EATF-programme implies that the EATF-programme-cMS will share Information on the EATF-programme related topics. On entering the EATF-programme the EATF-programme-cMS will share in a transparent way all relevant Information, subject to any applicable security measure and to third parties rights.

11.4 Subject to the sensitivity of topics to be discussed, the EATF-projects-cMS will agree on the appropriate level of disclosure of the shared information to the invited experts, as referred to in paragraph 9.3. In any case, when it is assessed that disclosure of Information might create a distortion of the market or is susceptible to create discrimination between the potentially concerned academia, industries or any EATF-project Third Party, the Information will either not be disclosed to the invited experts or be made public.

## ***12. Sales and Transfers to Third Parties***

For each EATF-project, sales and transfers to EATF-project-Third-Parties are described in the Section VII of the General Provisions applicable to Ad Hoc research and technology projects and programmes.

### ***13. Duration, Extension, Amendment, Withdrawal and Termination***

#### Duration and Extension

- 13.1 This PA will have a duration of ten (-10-) years from its effective date. This duration may be extended, following a unanimous decision of the EATF-programme-cMS, via a written amendment of this PA.
- 13.2 This PA will be effective for the EATF-programme-cMS having signed it, at the date of the 10th signature. For those cMS signing after this date, this PA will become effective on the date of their signature.
- 13.3 This PA remains effective for a minimum of 6 months following the termination of the last EATF-project running under this EATF-programme, unless extended as per paragraph 13.1 or terminated sooner following a unanimous decision by the EATF-programme-cMS.

#### Amendment

- 13.4 This PA may be amended at any time by unanimous written amendment of the EATF-programme-cMS.

#### Withdrawal

- 13.5 The withdrawal of any EATF-programme-cMS from a EATF-project or the EATF-programme will be dealt with in accordance with the relevant provisions of Section XI of the General Provisions applicable to Ad Hoc research and technology projects and programmes.

#### Termination

- 13.6 The EATF-project-cMS of a specific EATF-project may decide unanimously to cancel/terminate a EATF-project. However, the EATF-project-cMS of a cancelled/terminated EATF-project will report to the EATF-programme MC on the reasons that have led to the cancellation/termination. In any case provision 11.2 of Section XI of the General Provisions applicable to Ad Hoc research and technology projects and programmes will apply for any cancelled/terminated EATF-projects.

13.7 This PA may be terminated at any time by unanimous consent of the EATF-programme-cMS, in which case all work under the EATF-programme will cease unless other provisions for its continuation are put in place. Provision 11.2 of Section XI of the General Provisions applicable to Ad Hoc research and technology projects and programmes will apply.

13.8 In case of termination or expiry of this PA or the withdrawal from the EATF-programme by any EATF-programme-cMS the commitments arising from this PA during its period of validity remain in effect. Provision 11.6 of Section XI of the General Provisions applicable to Ad Hoc research and technology projects and programmes will apply.

#### ***14. Admission of New Members***

The admission of any new member to this EATF-programme will require the unanimous decision of the EATF-programme-cMS and an amendment to this PA. The new member will be able to join new or running EATF-projects, provided it has joined the EATF-programme in advance. For running EATF-projects the new member will need to request the permission of the initiating EATF-project-cMS already participating in the said running EATF-projects. The initiating EATF-project-cMS should reply to the new member within two months.

#### ***15. General Provision and Disputes***

All activities of the EATF-programme-cMS will be carried out in accordance respectively with their national laws, regulations, procedures and international obligations.

Any disputes arising between or among the EATF-programme-cMS will exclusively be resolved by them through consultation.

#### ***16. Signature and Date of Coming into Effect***

This PA, which consists of 16 Sections, is signed both in the English and French languages, each version being equally authoritative.<sup>2</sup> The originals will be held by the EDA, with one certified true copy of each being sent to each EATF-programme-cMS.

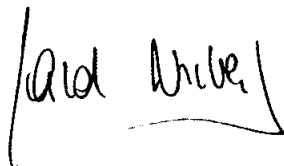
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<sup>2</sup> EDA, supported by the European Translation Centre, will provide the French language version while France will bear the cost for translation and certification of that version over and above its financial contribution to the programme.

This PA will be effective for the EATF-programme-cMS having signed it, at the date of the 10th signature. For those cMS signing after this date, this PA will become effective on the date of their signature.

**The Federal Minister of Defence and Sports of the Republic of Austria**

Signature

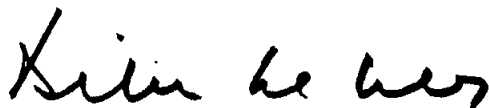


Place: Brussels

Date: 23 May 2011

**The Minister of Defence of the Kingdom of Belgium**

Signature

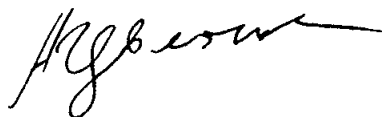


Place: Brussels

Date: 23 May 2011

**The Ministry of Defence of the Republic of Bulgaria**

Signature



Place: Brussels

Date: 23 May 2011

**The Ministry of Defence of the Czech Republic**

Signature

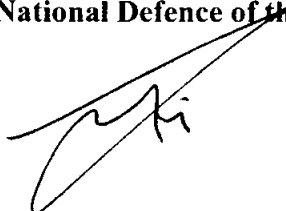


Place: Brussels

Date: 23 May 2011

**The Ministry of National Defence of the Hellenic Republic**

Signature



Place: Brussels

Date: 23 May 2011



**The Ministry of Defence of the Republic of Finland**

Signature

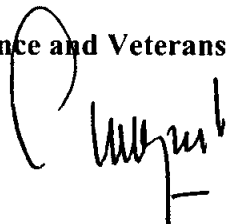


Place: Brussels

Date: 23 May 2011

**The Minister for Defence and Veterans of the Republic of France**

Signature

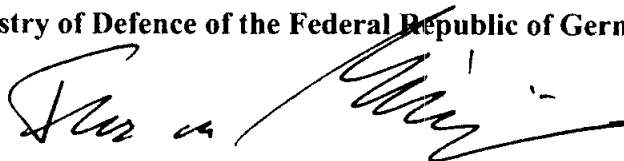


Place: Brussels

Date: 23 May 2011

**The Federal Ministry of Defence of the Federal Republic of Germany**

Signature



Place: Brussels

Date: 23 May 2011

**The Ministry of Defence of the Republic of Italy**

Signature

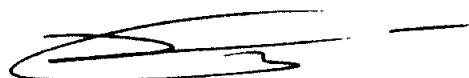


Place: Brussels

Date: 23 May 2011

**The Ministry of National Defence of the Republic of Lithuania**

Signature

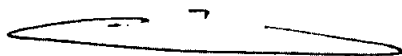


Place: Brussels

Date: 23 May 2011

**The Minister of Defence of the Grand-Duchy of Luxembourg**

Signature



Place: Brussels

Date: 23 May 2011

**The Minister of Defence of the Kingdom of The Netherlands**

Signature




Place: Brussels

Date: 23 May 2011

**The Minister of National Defence of the Republic of Poland**

Signature

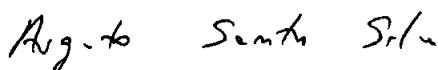


Place: Brussels

Date: 23 May 2011

**The Ministry of National Defence of the Portuguese Republic**

Signature



Place: Brussels

Date: 23 May 2011

**The Ministry of National Defence of Romania**

Signature

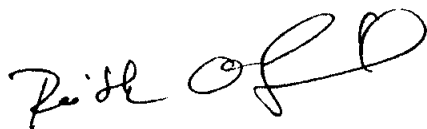


Place: Brussels

Date: 23 May 2011

**The Ministry of Defence of the Slovak Republic**

Signature

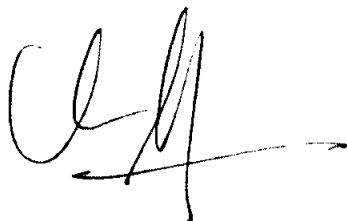


Place: Brussels

Date: 23 May 2011

**The Ministry of Defence of the Kingdom of Spain**

Signature



Place: Brussels

Date: 23 May 2011

**The Government of the Kingdom of Sweden**

Signature



Place: Brussels

Date: 23 May 2011