

The attached draft text was shared by the UK negotiating team with the Task Force for Relations with the United Kingdom as a draft negotiating document, that is, to be shared among negotiating teams only, in line with the provisions of the Terms of Reference.

The text is now being made public.

**Title: DRAFT WORKING TEXT FOR AN AGREEMENT ON CIVIL AVIATION SAFETY BETWEEN THE UNITED KINGDOM AND THE EUROPEAN UNION**

Disclaimer:

The UK proposes the following legal text to form the basis for discussions with the EU on an agreement on civil aviation safety. In putting forward this proposal, the UK reserves the right to amend, supplement or withdraw proposals in the light of negotiations and the proposals put forward by the European Union. The general and final provisions in this text, including appropriate exemptions may require further adjustment or amendment in light of the negotiations.

The UK proposal has taken account of relevant international precedents, including the EU's own agreements with other major economies in developing these texts.

The UK recalls that it acts in these negotiations on behalf of all the territories for whose international relations it is responsible and in negotiating this draft agreement the UK Government will seek outcomes which support the territories' security and economic interests, reflecting their unique characteristics. The UK reserves its position on the application of these principles to the draft text.

This draft text is being shared by the UK negotiating team with the Task Force for Relations with the United Kingdom as a draft negotiating document. As agreed in the Terms of Reference, the receiving party should not share this material outside of negotiating teams without the consent of the sending party.

**AGREEMENT ON CIVIL AVIATION SAFETY BETWEEN THE UNITED KINGDOM AND THE EUROPEAN UNION**

The UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND and the EUROPEAN UNION (hereinafter referred to individually as a "Party" and collectively as "the Parties"),

CONSIDERING that on 24 January 2020 the United Kingdom, the European Union (hereinafter referred to as "the Union") and the European Atomic Energy Community (hereinafter referred to as "the Community") entered into the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community (hereinafter referred to as "Withdrawal Agreement");

RECOGNISING that at 23:00 GMT on 31 January 2020 the United Kingdom withdrew from the Union and the Community;

RECOGNISING the continuous trend toward multinational design, production and distribution of Civil Aeronautical Products;

DESIRING to promote civil aviation safety and environmental compatibility and to facilitate the free flow of Civil Aeronautical Products and safe and efficient air navigation services;

DESIRING to enhance co-operation and increase efficiency in matters related to civil aviation safety;

CONSIDERING that their co-operation can positively contribute to encouraging greater international harmonisation of standards and processes related to civil aviation safety and environmental compatibility;

CONSIDERING the possible reduction of the economic burden imposed on the aviation industry by removing duplication in technical inspections, evaluations, and testing;

RECOGNISING that any reciprocal acceptance of findings of compliance and certificates must be based on the mutual confidence of the Parties that their civil aviation safety systems ensure a sufficiently equivalent level of safety;

RECOGNISING that any such reciprocal acceptance also requires continued confidence by each Party in the reliability of the other Party's compliance finding processes in all areas covered by this Agreement;

RECOGNISING the desire of the Parties for cooperation in civil aviation safety and environmental compatibility based on continuous communication and mutual confidence;

RECOGNISING the respective commitments of the Parties under bilateral, regional and multilateral agreements dealing with civil aviation safety and environmental compatibility,

HAVE AGREED AS FOLLOWS:

Article 1

**Objectives**

The objectives of this Agreement are to:

- (a) enable the reciprocal acceptance, as provided in the Annexes to this Agreement, of Findings of compliance made and Certificates issued by either Party's Competent Authorities or Approved organisations;

- (b) promote cooperation toward a high level of civil aviation safety and environmental compatibility;
- (c) facilitate the multinational dimension of the civil aviation industry;
- (d) facilitate and promote the free flow of Civil Aeronautical Products and services.

## Article 2

### Definitions

For the purposes of this Agreement:

- (a) "Approved organisations" means any legal person certified by the Competent Authority of either Party to exercise privileges related to the scope of this Agreement;
- (b) "Certificate" means any approval, licence or other document issued as a form of recognition of compliance that a Civil Aeronautical Product, organisation or person complies with the applicable requirements set out in laws and regulations of a Party;
- (c) "Civil Aeronautical Product" means any civil aircraft, aircraft engine, or propeller; or sub-assembly, appliance, part or component, installed or to be installed thereon;
- (d) "Competent Authority" means an official body responsible for aviation safety that is designated by a Party for the purposes of this Agreement to exercise a legal right to assess the compliance and to monitor the use of Civil Aeronautical Products, services, operations or Certificates within a Party's jurisdiction, and that may take enforcement action to ensure they comply with applicable legal requirements within that Party's jurisdiction;
- (e) "Finding of compliance" means a determination of compliance with the applicable requirements set out in laws and regulations of a Party as the result of actions such as testing, inspections, qualifications, approvals and monitoring;
- (f) "Monitoring" means the regular surveillance by a Competent Authority to determine continuing compliance with the applicable requirements set out in laws and regulations of a Party; and
- (g) "Technical Agent" means, for the United Kingdom the Civil Aviation Authority or its successor and for the Union, the European Union Aviation Safety Agency, or its successor.

## Article 3

### Scope and Implementation

1. The scope of cooperation under this Agreement may include the following areas:
  - (a) airworthiness Certificates and Monitoring of Civil Aeronautical Products;
  - (b) environmental Certificates and testing of Civil Aeronautical Products;
  - (c) design and production Certificates and Monitoring of design and production organisations;

- (d) maintenance organisation Certificates and Monitoring of maintenance organisations;
  - (e) personnel licensing and training;
  - (f) flight simulator qualification evaluation;
  - (g) air traffic management and air navigation services (ATM/ANS);
  - (h) operation of aircraft, including unmanned aircraft;
  - (i) operations by third country operators; and
  - (j) other areas related to aviation safety subject to Annexes to the Convention on International Civil Aviation, signed in Chicago on 7 December 1944.
2. For the implementation of each area of cooperation set out in paragraph 1 of this Article, the Parties shall develop an individual Annex describing the terms, conditions and methods for reciprocal acceptance of Findings of compliance and Certificates, and, if necessary, transitional arrangements, when they agree that their respective civil aviation standards, rules, practices, procedures and systems ensure sufficiently equivalent level of safety to permit acceptance of Certificates and Findings of compliance made by their Competent Authorities or Approved organisations. Implementing procedures for an individual Annex shall be developed by the Technical Agents of the Parties. Technical differences between the Parties' civil aviation standards, rules, practices, procedures and systems shall be addressed in the Annexes and implementing procedures.

#### Article 4

##### **General Obligations**

1. Each Party shall accept Findings of compliance made and Certificates issued by the other Party's Competent Authorities or Approved organisations, in accordance with the terms and conditions set out in the Annexes to this Agreement.
2. The Parties may also accept approvals, licences or other documents issued by a third country as a form of recognition of compliance that a Civil Aeronautical Product, organisation, or person complies with the applicable requirements set out in laws and regulations of that third country. The terms and conditions for such acceptance shall be specified in the appropriate Annexes.
3. Nothing in this Agreement shall entail mutual acceptance of the standards or technical regulations of the Parties.
4. Each Party shall ensure that their respective Competent Authorities remain capable and fulfil their responsibilities under this Agreement.

#### Article 5

##### **Preservation of Regulatory Authority and Safeguard Measures**

1. Nothing in this Agreement shall be construed to limit the authority of a Party to:
  - (a) determine, through its legislative, regulatory and administrative measures, the level of protection it considers appropriate for safety and the environment.

- (b) take all appropriate and immediate measures whenever there is a reasonable risk that a product, a service or any activity within the scope of this Agreement, may:
  - i compromise safety or the environment;
  - ii not comply with the applicable legislative, regulatory, or administrative measures of that Party; or
  - iii otherwise fail to satisfy a requirement set out in the applicable Annex to this Agreement.
- 2. Where either Party takes measures pursuant to paragraph 1(b) of this Article, it shall inform the other Party in writing within 15 working days of taking such measures, providing reasons for it.
- 3. Measures taken under this Article shall not constitute an infringement of the provisions of this Agreement.

#### Article 6

##### **Communication**

- 1. The Parties shall designate and notify each other of a contact point for communication related to the implementation of this Agreement.
- 2. All such communications between the Parties and the Competent Authorities shall be in the English language.
- 3. Upon entry into force of this Agreement, the Parties shall notify each other of a list of the Competent Authorities, and thereafter, an updated list each time a change to the list becomes necessary.

#### Article 7

##### **Transparency, regulatory cooperation and mutual assistance**

- 1. Each Party shall ensure that the other Party is kept informed of laws and regulations related to this Agreement and their significant changes.
- 2. The Parties shall to the extent possible inform each other of their proposed significant revisions to their relevant laws, regulations, standards, and requirements, and to their systems for issuing Certificates insofar as these revisions may have an impact on this Agreement. To the extent possible, they shall offer each other an opportunity to comment on such revisions and give due consideration to such comments.
- 3. For the purpose of investigating and resolving safety issues, each Party's Competent Authorities may allow the other to participate as observers in each other's oversight activities as specified in the appropriate Annex.
- 4. For the purpose of surveillance and inspections, each Party's Competent Authorities shall assist, if necessary, the other Party's Competent Authorities with the objective of providing unimpeded access to regulated entities subject to its oversight.
- 5. To ensure the continued confidence by each Party in the reliability of the other Party's compliance finding processes, each Technical Agent may participate as an observer in the other's oversight activities, in accordance with procedures defined in the Annexes to this Agreement.

Article 8

**Exchange of safety information**

The Parties shall, without prejudice to the provisions of Article 10 and subject to their applicable legislation:

- (a) provide each other, on request and in a timely manner, information available to their Technical Agents related to accidents, serious incidents or occurrences in relation to products, services or activities covered by the Annexes to this Agreement, and
- (b) exchange other safety information as the Technical Agents may agree.

Article 9

**Cooperation in Enforcement Activities**

The Parties shall provide when requested, subject to applicable laws and regulations, as well as the availability of required resources, mutual cooperation and assistance in investigations or enforcement activities of any alleged or suspected violation of any laws or regulations under the scope of this Agreement through their Technical Agents or Competent Authorities. In addition, each Party shall notify the other Party promptly of any investigation when mutual interests are involved.

Article 10

**Confidentiality and Protection of Data and Information**

1. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of data and information received from the other Party under this Agreement.
2. In particular, subject to their respective laws and regulations, the Parties shall neither disclose to a third party, including the public, nor permit a Competent Authority to disclose to a third party, including the public, any data and information received from the other Party under this Agreement that constitutes trade secrets, intellectual property, confidential commercial or financial information, proprietary data, or information that relates to an ongoing investigation. To this end, such data and information shall be considered as confidential.
3. A Party or a Competent Authority may, upon providing data or information to the other Party or a Competent Authority of the other Party, designate those parts of the data or information that it considers to be confidential and not to be subject to disclosure. In that case, the Party or the Competent Authority shall clearly mark such data or information as confidential.
4. If a Party disagrees with the designation made by the other Party in accordance with paragraph 3 of this Article, the former Party may request consultations with the other Party pursuant to the provisions of Article 15 to address the issue.
5. Each Party shall take all reasonable precautions necessary to protect data and information, received under this Agreement, from unauthorised disclosure.

6. The Party receiving data and information from the other Party under this Agreement shall not acquire any proprietary rights by reason of its receipt from the other Party.

#### Article 11

##### **Aviation Safety Committee**

1. An Aviation Safety Committee shall be established, composed of representatives from each Party, as a body responsible for the effective implementation of this Agreement. It shall take decisions and make recommendations by consensus. It shall meet at regular intervals on the request of either Party under the co-chairmanship of both Parties.
2. The Aviation Safety Committee may consider any matter related to the implementation of this Agreement. In particular it shall be responsible for:
  - (a) resolving any issue between the Parties related to the implementation of this Agreement;
  - (b) considering ways to enhance the implementation of this Agreement and making as appropriate recommendations to the Parties for the amendment of this Agreement pursuant to Article 19;
  - (c) taking the decisions for amendments to the Annexes;
  - (d) coordinating the development of new Annexes, and taking the decision to add a new Annex, or delete an existing Annex pursuant to Article 19; and
  - (e) taking decisions, as appropriate, on working procedures on cooperation for all areas of cooperation referred to in Article 3.
3. The Aviation Safety Committee shall endeavour to develop and adopt its rules of procedure within one year after the entry into force of this Agreement.

#### Article 12

##### **Cost recovery**

Each Party shall endeavour to ensure that any fees or charges imposed by a Party or its Technical Agent on a legal or natural person whose activities are covered under this Agreement shall be just, reasonable and commensurate with the services provided, and shall not create a barrier to trade.

#### Article 13

##### **Other Agreements and Prior Arrangements**

1. The Technical Agents shall take necessary measures to revise or terminate, as appropriate, prior arrangements between them.
2. Nothing in this Agreement shall affect the rights and obligations of the Parties under any other international agreements.

#### Article 14

##### **Application**

1. This Agreement shall apply, on the one hand, to the civil aviation regulatory system of the United Kingdom and, on the other hand, to the civil aviation regulatory system of the Union.
2. The Parties share the goal of maximising the benefits of this Agreement by the possible participation of third countries in the cooperation under this Agreement. To this end the Aviation Safety Committee, established pursuant to Article 11, may consider, as appropriate, the conditions and procedures for such participation, which may include any necessary amendments to this Agreement that would be required for third countries to accede to this Agreement.

#### Article 15

##### **Consultations and Settlement of Disagreements**

1. The Parties shall make every effort to resolve any disagreement between them regarding the interpretation or application of this Agreement by consultation between them, including through the meetings of the Aviation Safety Committee established pursuant to Article 11.
2. The Technical Agents of the Parties shall make every effort to resolve any disagreement between them regarding the interpretation or application of the implementation procedures by consultation between them. In the event that any such disagreement is not resolved by consultation between the Technical Agents either Technical Agent may refer the disagreement to the Parties, which shall consult on the matter, including through the meetings of the Aviation Safety Committee.
3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, either Party may request consultations with the other Party on any matter related to this Agreement. The other Party shall enter into consultations at a time agreed by the Parties within 45 days. These consultations may take place at the meetings of the Aviation Safety Committee.

#### Article 16

##### **Suspension of Reciprocal Acceptance Obligations**

1. A Party shall have the right to suspend, in whole or in part, its acceptance obligations under paragraph 1 of Article 4, when the other Party materially violates its obligations under this Agreement.
2. Before exercising its right to suspend its acceptance obligations, a Party shall request consultations under Article 15 for the purpose of seeking corrective measures of the other Party. During the consultations, the Parties shall, where appropriate, consider the effects of the suspension.
3. Rights under this Article shall be exercised only if the other Party fails to take corrective measures within an appropriate period of time following the consultations. If a Party exercises the right, it shall notify the other Party of its intention to suspend the acceptance obligations in writing and detail the reasons for suspension.
4. Such suspension shall take effect 30 days after the date of the notification, unless, prior to the end of this period, the Party, which initiated the suspension, notifies the other Party in writing that it withdraws its notification.

5. Such suspension shall not affect the validity of Findings of compliance made and Certificates issued by the Competent Authorities or approved organisations of the other Party prior to the date the suspension took effect. Any such suspension that has become effective may be rescinded immediately upon an exchange of diplomatic notes to that effect by the Parties.

#### Article 17

##### **Headings**

The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of the Agreement.

#### Article 18

##### **Annexes**

Annexes form an integral part of this Agreement, and all references to the "Agreement" shall include reference to the Annexes except where otherwise provided.

#### Article 19

##### **Amendments**

1. The Parties may consult, at the request of either Party, on possible amendments to this Agreement.
2. This Agreement may be amended if the Parties so agree.
3. Any amendment shall enter into force on the date specified by the Parties, by an exchange of diplomatic notes between the Parties that their respective internal procedures necessary for its entry into force have been completed.
4. Individual new Annexes developed after the date of entry into force of this Agreement, or amendments to an Annex, or a decision to delete an Annex shall be adopted by the Aviation Safety Committee, and shall enter into force the date decided by the Aviation Safety Committee.

#### Article 20

##### **Entry Into Force and Termination**

1. Each Party shall inform the other Party in writing through diplomatic channels of the completion of its domestic requirements for entry into force of this Agreement. This Agreement shall enter into force on a date to be mutually determined and specified in these notifications.
2. A Party may terminate this Agreement at any time upon six months written notification to the other Party, unless the said notification has been withdrawn by mutual consent of the Parties before the expiry of this period.
3. Following the notification of termination of this Agreement, the Parties shall continue to perform their obligations under the Agreement, until the effective date of termination.

4. Termination of this Agreement shall not affect the validity of any Certificates issued by a Competent Authority or an Approved organisation under the terms of this Agreement.