

# **Memorandum of Understanding**

#### between

the Federal Minister of Defence and Sports of the Republic of Austria,
the Ministry of Defence of the Kingdom of Belgium,
the Ministry of Defence of the Czech Republic,
the Ministry of Defence of the Kingdom of Denmark,
the Federal Ministry of Defence of the Federal Republic of Germany,
the Ministry of National Defence of the Republic of Poland,
the Ministry of Defence of the Kingdom of Norway and
the Ministry of Defence of the Kingdom of the Netherlands

regarding

the common production of Flight Information Publications for the Central and Northern Region of Europe



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# 1. Scope

#### 1.1. General

The safe conduct of military IFR flight operations depends, among other important things, primarily on the availability of valid flight information publications (FLIPs). In the context of this MoU, FLIPs are considered to extend to aerodrome charts, instrument approach procedures (IAP), standard instrument departures (SID) and standard instrument arrivals (STARs) with all necessary information in English, produced and published at specified time intervals. Aeronautical information pertaining to the AD charts, IAPs, SIDs and STARs of nations must be available to such an extent as approved by the Participants to this MoU and as long as they meet the standards specified herein.

As the production of FLIPs at national level is a small-scale, cumbersome and labour-intensive process, standardized joint FLIPs have been introduced, which

- increase the safety of flight operations,
- decrease the production costs of FLIPs, and
- save manpower.

The centralized production and distribution of Central and Northern Region Flight Information Publications (CENOR FLIP) is the optimum solution for the Participants.

# 1.2. Terms of Responsibility

The responsibility for the management of its airspace and the adoption of procedures for its use, i.e. the responsibility for the authorization of IFR procedures, will rest with each individual Participant. The responsibility for the publication of IFR procedures and their amendments will rest with the respective Participant.

For procedures published to aerodromes outside the area of CENOR Participants, the CENOR Participant signing the procedure will be responsible for its reproduction and publication.

# 1.3. Terms of Quality

The required quality of aeronautical data will be guaranteed by the individual Participant in accordance with paragraph 5.2.2 and the CENOR FLIP Specifications.

The CENOR FLIP Specifications will set the standards for the accuracy in plotting, drafting, reproduction and distribution of information.

Changes and amendments to the CENOR FLIP will be prepared in accordance with the deadlines provided annually by the CENOR Office as stated in paragraph 5.3 and the CENOR FLIP Specifications.

Quality assurance will rest with each individual Participant.

# 2. The structure of CENOR

# 2.1. Organization

CENOR will be organized as follows:

#### CENOR Steering Committee

Highest controlling body of the CENOR cooperation which will consist of a MoD/Air Staff representative from each Participant.

## CENOR Specialist Working Group

Technical and editorial group of the CENOR FLIP Specifications which will consist of specialists within the field of procedure design and publication.

#### CENOR Office

Central focal point for all matters concerning CENOR FLIP, as well as printing, producing and distributing the CENOR FLIP. For the purposes of this MoU, the Bundeswehr Air Operations Command (ZentrLuftOp) will be considered the CENOR Office.

# 2.2. Terms of Reference (TOR) of the CENOR Steering Committee

The Steering Committee will

- control/monitor the CENOR FLIP production according to the defined quality management regulations as stated in paragraphs 1.3 and 5.2,
- monitor the work of the CENOR Specialist Working Group,
- decide on publication intervals of CENOR FLIP,
- control/monitor costs and financial aspects of CENOR FLIP,
- make final decisions on organizational, operational and functional matters raised by the CENOR Specialist Working Group and the CENOR Office, considering national responsibilities and aspects,
- evaluate and decide about the admission of additional nations,
- decide about the suspension as stated in paragraphs 3.1 and 4.4,
- elect the chairman of the CENOR Steering Committee for a two-year period,
- have the opportunity to change the number of CENOR Combined Meetings (CCM) per year as stated in paragraph 2.5.

# 2.3. Terms of Reference (TOR) of the CENOR Specialist Working Group

The CENOR Specialist Working Group will

- maintain the CENOR FLIP Specifications,
- decide on format, standardization and amendments of/to the published procedures,
- propose changes with financial or major operational effects on the CENOR FLIP Specifications to the CENOR Steering Committee for approval,
- ensure that the required quality standard laid down in the CENOR FLIP Specifications is met.

# 2.4. Terms of Reference (TOR) of the CENOR Office

The CENOR Office will

- act as the central focal point for all matters concerning CENOR FLIP,
- collect CENOR FLIP information from Participants,
- print, produce and distribute CENOR FLIP in accordance with this MoU and the CENOR FLIP Specifications.

The responsibility of the CENOR Office will be limited to the readability, completeness, printing and distribution of the data submitted by the individual Participant.

# 2.5. Meetings

Steering Committee and Specialist Working Group will normally meet twice a year. The meetings will be hosted alternating between the Participants. Based on necessary agenda the CENOR Steering Committee can change the number of CCM per year.

# 3. Decision Making Process

## 3.1. Decisions

Decisions will be taken unanimously.

Decisions on suspension will be taken unanimously except the representative of the Participant concerned.

If a Participant is not present at a meeting each decision still needs to be approved by this Participant.

The CENOR Chairman is responsible for coordination in order to get an approval from the not present Participant.

# 3.2. Voting

The Participants may vote for or against or give up their right to vote. In this case only the votes for and against will be considered.

# 4. Membership

#### 4.1. Admission

The MoDs of all NATO/PFP nations within central and northern Europe may apply for participation to the CENOR MoU. The admission of such new Participants will be possible, provided that it is in the interest of, and the procedures can be utilized by the CENOR Participants. By applying for admission, the MoD concerned will accept the provisions of the MoU and the CENOR FLIP Specifications published at www.cenor.org without reservation.

#### 4.2. Admission Procedures

Applications for admission can be made by the appropriate authority in writing to the CENOR Chairman via the CENOR Office.

The CENOR Chairman will send the request for membership to each Steering Committee member. At the subsequent CENOR Steering Committee meeting the impacts in connection with the potential membership will be discussed. The CENOR Chairman will inform the applicant about the outcome. After a positive unanimous decision of the Steering Committee, the applicant will be invited as a candidate member to the next meeting where a liaison Participant will be appointed.

Full membership will be gained after the admission requirements are met by the applicant in question, and evaluated by the CENOR Steering Committee.

Ultimately the Chairman of the CENOR Steering Committee will obtain the formal consent to full membership of an applicant by an official letter from the MoD/Air Staff stating the acceptance of the current MoU. This letter will be attached to the current MoU as a supplement, and fully implemented in the next MoU edition.

# 4.3. Admission Requirements

In order to be granted full membership admission the applicant is required to prove its ability to produce procedures in accordance with the CENOR FLIP Specifications and the standardization requirements as stated in paragraph 5.2. The ability to fulfil these requirements will be evaluated by the CENOR Specialist Working Group, which after reviewing the applicants produced procedures will give a recommendation to the Steering Committee regarding the applicant's ability to fulfil the specified requirements.

# 4.4. Temporary Suspension of Participation

If a Participant does no longer comply with the MoU, the Participant will be notified of this by the Steering Committee. If deemed necessary, a deadline for corrective actions will be set. If the required corrections have not been achieved by the end of this period of time, the Steering Committee will decide on necessary actions up to and including a temporary suspension of the participation from the CENOR cooperation. A suspension of participation will be time limited. If the required corrections are achieved within that time period, but before a Steering Committee meeting, CENOR Office informs the CENOR Chairman about that Participant's compliance. The CENOR Chairman, with the approval of the Steering Committee, will then cancel the suspension immediately. If required corrections are not achieved within that given time frame, the CENOR Chairman will initiate the cancellation of participation at the first possible Steering Committee meeting.

**Note**: The suspended Participant may still participate at Steering Committee and Specialist Working group meetings, generally with observer status, only except regarding financial decisions as stated in paragraph 2.2, but all procedures published by this Participant in CENOR FLIP will be suspended. All CENOR Participants will be notified of the suspension of these procedures by the CENOR Office without any delay via the CENOR Forum. The suspended Participant will be required to release a NOTAM clearly stating the suspended procedures and the airfields affected.

# 4.5. Cancellation of Participation

If a Participant chooses to withdraw his participation in CENOR, he will inform the CENOR Chairman of his intention. Cancellation of participation will be subject to a one-year notice.

# 5. CENOR FLIP Production

#### 5.1. General

Due to the need for common FLIPs, the CENOR FLIPs will be produced in accordance with the standards provided with the CENOR FLIP Specifications.

## 5.2. Standardization

#### 5.2.1. Standards for Procedure Design

Procedures will be designed in accordance with the following documents:

- STANAG 3759<sup>1</sup>
- ICAO DOC 8168 Volume II<sup>2</sup>

Procedures not adhering to these standards will be published with a clear warning as stated in the CENOR FLIP Specifications.

The CENOR Steering Committee will closely monitor the developments in the STANAG 3970<sup>3</sup>, influence these developments via the national delegates in the NATO Airfield Services and Procedures Panel (ASPP) and implement the STANAG 3970 in the CENOR publications where deemed necessary.

#### 5.2.2. Standards for Aeronautical Data Quality

As aeronautical data is the basis for high-quality aeronautical information products, it is deemed necessary to adhere to common international quality standards.

CENOR FLIP will therefore be produced and distributed in accordance with ICAO Annex 15 <sup>4</sup> including the ICAO PANS AIM document and current European regulations regarding data quality requirements.

# 5.3. Publication Dates and Periods, NOTAM Action

The CENOR FLIP will be published at specified time intervals and will be effective at an AIRAC date as laid down by ICAO and as decided by the CENOR Steering

<sup>&</sup>lt;sup>1</sup> Criteria for the Preparation of Instrument Approach and Departure Procedures

<sup>&</sup>lt;sup>2</sup> Construction of Visual and Instrument Flight procedures' (PANS OPS)

<sup>&</sup>lt;sup>3</sup> Content and Format of Flight Information Publication (FLIP) Terminal High/Low Instrument Approach Procedures, Instrument Departures Procedures, and Aerodrome Diagrams/Layouts

<sup>&</sup>lt;sup>4</sup> Aeronautical Information Services

Committee. The preparation, printing and distribution lead times will be determined in accordance with these dates. Extraordinary changes should be published following the CENOR FLIP Specifications, Part I.

# 5.4. Printing, Preparation for Shipment and Shipping

#### **5.4.1.** Responsibilities in Production Process

The CENOR Office will be responsible for the printing and preparation for shipment of CENOR FLIPs. Participants will be responsible for the shipping, following the CENOR FLIP Specifications, Part II

#### 5.4.2. Printing

CENOR FLIPs will be printed at an adequate facility in the vicinity of the CENOR Office and at the discretion of the CENOR Office based on data provided by the Participants.

#### 5.4.3. Preparation for Shipment

The CENOR FLIPs will be prepared for shipment by the printing facility according the Participant's' specifications, so that they can be packed and addressed to the consignees there as well.

#### 5.4.4. Shipping

The shipment of the CENOR FLIPs will be based on the Participants' own shipping capabilities and requirements.

#### **5.5.** Costs

Revenues from CENOR FLIP sales will cover only the costs of the work carried out by the printing facility.

# 6. Validity of Memorandum of Understanding

This MoU will be valid after signing from 01 Jan 2018 until 31 Dec 2022. Following the MoU Roadmap the CENOR Steering Committee will review the MoU with regard to automatic prolongation for a successive five-year period. All Participants will approve the MoU for the next period and send their approval letter to CENOR Chairman before the last CCM in the year before the five-year period ends. The CENOR Steering Committee can at any time decide to initiate a change of the MoU. The current MoU will then be valid until the new MoU has entered into effect.

# 6.1. Disputes

Any dispute regarding the interpretation or application of this MoU will be resolved only by consultation between the participants, and will not be referred to an international tribunal or any other third party for settlement.

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

Name, Date STANGL, Bgoln 10.07.2017

For the Ministry of Defence of the Kingdom of Belgium

Name, Date

Jeroen Poesen

Kolone Vlieger SBH COMOPSAIR A3 Comd

For the Ministry of Defence of the Czech Republic

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Name, Date

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For the Ministry of Defence of the Kingdom of Denmark

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Name; Date 12/9. 2017

# For the Federal Ministry of Defence of the Federal Republic of Germany 13.09.2017

For the Ministry of National Defence of the Republic of Poland

1 8 WRZ. 2017 phi dypl. pri. Cozory Wasser

For the Ministry of Defence of the Kingdom of Norway

Name, Date

Name, Date

For the Ministry of Defence of the Kingdom of the Netherlands

22 JAN 2019

Name, Date