



BOSNIA AND HERZEGOVINA
Ministry of Communication and Transport
Directorate of Civil Aviation

Broj: 1-2-50-205-2/21
Banja Luka, 26. 3. 2021. godine

Na osnovu Zakona o slobodi pristupa informacijama u Bosni i Hercegovini („Službeni glasnik BiH“, broj: 28/00, 45/06, 102/09, 62/11 i 100/13), postupajući po zahtjevu _____ iz Sarajeva, Direkcija za civilno vazduhoplovstvo Bosne i Hercegovine donosi:

RJEŠENJE
o pristupu informacijama

kojim se u cjelosti **ODOBRAVA** pristup informacijama pod kontrolom BHDCA

Obrazloženje

Dana 22. 3. 2021. godine Direkcija za civilno vazduhoplovstvo BiH (u daljem tekstu BHDCA), zaprimila je od Ministarstva komunikacija i transporta BiH zahtjev koji im je prosljedio Generalni sekretarijat Savjeta ministara BiH, a u kojem podnosilac, _____ iz Sarajeva navodi:

„Obzirom da je Savjet ministara BiH na 20. sjednici, održanoj 26. 11. 2020. godine usvojio Odluku o raspoređivanju prihoda ostvarenih na osnovu pružanja usluga u vazdušnoj plovidbi (rutne naknade) u vazdušnom prostoru BiH u 2020. godini, molim da mi dostavite sljedeće podatke:

1. Obzirom da je navedenom odlukom određeno plaćanje Hrvatskoj kontroli vazdušne plovidbe u vrijednosti 6 610 473 KM, molim da mi dostavite važeći dokument po kome se može isplatiti navedeni novac, jer Predsjedništvo BiH nije odobrilo nikakav sporazum sa Republikom Hrvatskom u vezi ove problematike.
2. Koji su razlozi zbog čega je iz navedene odluke naglo izostavljeno plaćanje Agenciji za kontrolu vazdušnog saobraćaja Srbije i Crne Gore obzirom da se jedanaest prethodnih godina istim odlukama vršila redovna isplata.“

Navedeni zahtjev podnosilac je uputio Generalnom sekretarijatu Savjeta ministara BiH koji je isti, u skladu sa članom 13. stav (1) Zakona o slobodi pristupa informacijama u BiH, uz dopis br. UP1 07-29-2-20-1/21 od 10. 3. 2021. godine, prosljedilo Ministarstvu komunikacija i transporta BiH.

Ministarstvo komunikacija i transporta BiH je u dopisu br. 01-50-2-720-1/21 od 18. 3. 2021. godine istaklo da nije nadležno za postupanje po predmetnom zahtjevu, te je isti prosljedilo Direkciji za civilno vazduhoplovstvo BiH.

Postupajući po navedenom zahtjevu, a na osnovu člana 11. stav (4) i člana 14. stav (2), alineja c) Zakona o slobodi pristupa informacijama u BiH, BHDCA je u cjelosti odobrila pristup informacijama kako je navedeno u dispozitivu ovog rješenja i podnosiocu zahtjeva dostavlja kopiju „Sporazuma o prenosu odgovornosti za pružanje usluga vazdušnog saobraćaja u dijelu vazdušnog prostora Bosne i Hercegovine“ (*Agreement on the delegation of responsibility for the provision of the air traffic services within a portion of the airspace of Bosnia and Herzegovina*) potpisan između BHDCA i Hrvatske kontrole vazdušne plovidbe (*Croatia Control Ltd*) koja je osnov za donošenje Odluke o raspoređivanju prihoda ostvarenih po osnovu pružanja usluga u vazdušnoj plovidbi (rutne naknade) u vazdušnom prostoru BiH.

Navedeni sporazum, sa pripadajućim Aneksom I i Akcionim planom je sačinjen i potpisan na engleskom jeziku, te se kao takva, njegova kopija dostavlja podnosiocu zahtjeva.

Odlukom o raspoređivanju prihoda ostvarenih po osnovu pružanja usluga u vazdušnoj plovidbi (rutne naknade) u vazdušnom prostoru BiH za 2020. godinu nisu predviđena sredstva za Agenciju za kontrolu vazdušnog saobraćaja Srbije i Crne Gore (SMATSA) jer ova agencija, od decembra 2019. godine, kada je Agencija za pružanje usluga u vazdušnoj plovidbi BiH (BHANSA) realizovala Fazu II Strategije razvoja Sistema za upravljanje vazdušnim saobraćajem u BiH (ATM Strategija BiH), ne pruža usluge u vazdušnom prostoru Bosne i Hercegovine.

U skladu sa članom 16. Zakona o slobodi pristupa informacijama u BiH, podnosilac zahtjeva oslobođen je plaćanja taksi i naknada na ovo rješenje.

Uputstvo o pravnom lijeku: Protiv ovog rješenja može se, u roku od 15 dana od dana prijema rješenja, podnijeti žalba Žalbenom vijeću pri Savjetu ministara BiH kao drugostepenom organu i prigovor Ombudsmenu za ljudska prava BiH.

Dostavljeno:

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71 000 Sarajevo

- a/a.

Generalni direktor
Čedomir Šušnjar



CCL

**AGREEMENT
ON THE DELEGATION OF RESPONSIBILITY FOR THE PROVISION OF
THE AIR TRAFFIC SERVICES WITHIN A PORTION OF THE AIRSPACE OF
BOSNIA AND HERZEGOVINA**

The State of Bosnia and Herzegovina, represented by Bosnia and Herzegovina Department of Civil Aviation (hereinafter: BHDCA), represented by its authorised representative

and

The Republic of Croatia, represented by Croatian Air Navigation Services Ltd (hereinafter Croatia Control Ltd), represented by its Director General

have agreed as follows:

I SOVEREIGNTY OF BOSNIA AND HERZEGOVINA

Article 1

This Agreement on the delegation of responsibility for the provision of air traffic services between the Contracting Parties does not prejudice the State of Bosnia and Herzegovina's complete and exclusive sovereignty over the airspace above its territory.

II SUBJECT OF THE AGREEMENT

Article 2

BHDCA delegates to Croatia Control Ltd responsibility for the provision of air traffic services within a portion of the airspace of Bosnia and Herzegovina (BiH), as defined in Article 4 of this Agreement, in accordance with the provisions of ICAO Annex 11, Chapter 2, to the Convention on International Civil Aviation, signed in Chicago on 7 December 1944 (hereinafter referred to as the "Chicago Convention").

Article 3

Croatia Control Ltd accepts to take responsibility for providing air traffic services within a portion of the airspace of Bosnia and Herzegovina, as defined in Article 4 of this Agreement, and obliges to provide them in accordance with the regulations and standards published in ICAO Annex 11 to the Chicago Convention, as well as with the rules and regulations of Bosnia and Herzegovina promulgated by BHDCA's Aeronautical Information Service (AIS)

III DESIGNATED AIRSPACE

Article 4

Croatia Control Ltd shall provide air traffic services in the portion of the airspace over Bosnia and Herzegovina, within the limits of Sarajevo FIR.

Flight levels 100 and 290, with 100 being the lowest and 280 being the highest usable flight level, define the vertical limits of the airspace where Croatia Control Ltd shall provide air traffic services.

The airspace where Croatia Control Ltd shall provide air traffic services will not include active terminal areas whose geographical and vertical limits are to be defined by BHDCA, and BHDCA shall inform Croatia Control Ltd accordingly, for the purpose of issuing this data in official publications.

Article 5

The Contracting Parties shall agree upon the content of, and publish all relevant information concerning the provision of services in the part of the airspace over Bosnia and Herzegovina where Croatia Control Ltd shall provide air traffic services in their relevant aeronautical publications.

Article 6

Croatia Control Ltd shall provide air traffic services in the airspace as defined in Article 4 of this Agreement in accordance with relevant ICAO documents regarding the air traffic services airspace classification and the type of service.

According to the ICAO air traffic services airspace classification, the airspace as defined in Article 4 of this Agreement is classified as Class C.

IV DUTIES AND AUTHORITY OF THE CONTRACTING PARTIES

Article 7

Croatia Control Ltd shall provide air traffic services, including the area radar control service, air traffic advisory service, flight information service and alerting service in the portion of airspace as defined in Article 4 of the Agreement.

Croatia Control Ltd obliges to provide the services defined in para 1 of this Article in a way that shall not impose restrictions on the right of usage of airspace as defined in Article 4 of this Agreement for military (air navigation) management, coordination and execution activities to be performed by the military forces of the entity approved by the SFOR.

The LoAs between the ATC Units concerned shall define the procedures to accommodate the activities specified in paragraph 2 of this Article.

Article 8

BHDCA is responsible for organising Search and Rescue (SAR) services and conducting SAR operations in the territory of Bosnia and Herzegovina.

BHDCA shall inform Croatia Control Ltd in writing of the organisations to be notified in the event of aircraft requiring search and rescue aid. The notification shall include all necessary information for adequate co-ordination of procedures.

Article 9

In addition to the air traffic services (ATS), Croatia Control Ltd shall, in coordination with BHDCA, provide:

- a) required Aeronautical Information Service (AIS);
- b) air traffic flow management (ATFM),
- c) required meteorological support of air navigation (MET),
- d) airspace management (ASM).

Croatia Control Ltd shall provide assistance in conducting of air incident investigations, as required by BHDCA.

Article 10

For safe organisation and regulation of air traffic, Croatia Control Ltd will sign a Letter of Agreement (LoA) with all appropriate air traffic control (ATC) units based on this Agreement and will provide a copy to the BHDCA.

V SERVICE CHARGES

Article 11

A bill of costs related to services provided under the terms of this Agreement shall be defined in Annex I to this Agreement.

VI GENERAL CONDITIONS

Article 12

This Agreement should be amended or terminated in accordance with the provisions defined among all parties concerned upon SFOR's written notification to BHDCA of cancelling military operations (OAT) by SFOR in the airspace defined in Article 4 of this Agreement.

Article 13

If there are no restrictions stipulated by Article 12, this Agreement shall remain in force for a period of three (3) years and can be automatically extended for a period of one (1) year, unless terminated by either party sixty (60) days before the expiration of its validity.

Article 14

Changes to the Agreement shall come into force when they have been agreed and confirmed in writing by the Contracting Parties.

Article 15

If any dispute arises between the Contracting Parties regarding the interpretation or application of any provision of this Agreement or its Annexes thereto, the parties shall first endeavour to settle it by negotiation. If the Contracting Parties are unable to resolve any disagreement by negotiation, the dispute shall be submitted for final decision to an arbitrator designated by both Parties. The costs of arbitration, including fees and expenses, shall be shared equally between the Contracting Parties. In the event of any dispute as to the construction of this Agreement, the Contracting Parties agree that the Agreement shall be construed under the law of Switzerland.

Article 16

Nothing in this Agreement alters COMSFOR's right, or that of its successor under the Dayton General Framework Agreement for Peace (GFAP), to close the airspace of Bosnia and Herzegovina to civil traffic at any time and for any reason for operational needs as defined by COMSFOR. This Agreement and all other agreements thereof shall be suspended during the period of such closure.

Article 17

Upon closure of the airspace as defined in Article 16 of this Agreement, Croatia Control Ltd shall be notified by telephone or other means followed by prompt written confirmation sent to the Chief of Zagreb ACC. Upon notification, no additional traffic to that previously cleared shall be permitted to enter the designated airspace of Bosnia and Herzegovina.

Article 18

As required by BHDCA, Croatia Control Ltd shall provide relevant ATS staff training, as available.

The training and assistance matters shall be regulated by a different agreement.

Article 19

The Agreement is done in seven (7) originals. The English language text shall be the authentic one.

Article 20

This Agreement shall come into force on the day of signing, and shall be applied as of 27 December 2001.

Signed in Zagreb on 06 November 2001.

On behalf of BHDCA

Mr Mahmud CICO

On behalf of Croatia Control Ltd

Mr Dražen RAMLJAK

AGREEMENT
ON THE DELEGATION OF RESPONSIBILITY FOR THE PROVISION OF THE AIR
TRAFFIC SERVICES WITHIN A PORTION OF THE AIRSPACE OF BOSNIA AND
HERZEGOVINA

ANNEX I
ROUTE CHARGES FOR AIR NAVIGATION FACILITIES AND SERVICES

Article 1

This Annex shall become effective from 27 December 2001.

Article 2

The revenues collected shall be apportioned by Eurocontrol toward the two service providers, BHDCA and CCL for services provided in the airspace of Bosnia and Herzegovina defined in Article 4 of this Agreement, as follows:

- a) 22% of the BiH Unit rate to BHDCA, and
- b) 78% of the BiH Unit rate to CCL.

Article 3

Eurocontrol shall forward to CCL and BHDCA the monthly revenues collection report.

Article 4

By signing of this Agreement BHDCA delegates to Eurocontrol the apportionment of the revenues as defined in Article 2, para b) of this Annex to the Bank Account defined by CCL.

Article 5

The apportionment of the revenues as defined by this Agreement shall be done monthly.

Signed in Zagreb on 06 November 2001.

On behalf of Croatia Control Ltd

Mr Dražen RAMLJAK

On behalf of BHDCA

Mr Mahmud CICO

**ACTION PLAN FOR THE PROMULGATION OF THE
AGREEMENT
ON THE DELEGATION OF RESPONSIBILITY FOR THE PROVISION OF THE AIR
TRAFFIC SERVICES WITHIN A PORTION OF THE AIRSPACE OF BOSNIA AND
HERCEGOVINA**

Following the signing of the Agreement on the delegation of responsibility for the provision of ATS within a portion of the airspace of Bosnia and Herzegovina BHDCA and CCL have agreed to perform the following actions required for the safe and efficient ATS provision starting from 27 December 2001:

1. Define the LoA between ACC Zagreb and APP Mostar on 13/14 November 2001 in Mostar,
2. Define the LoA between ACC Zagreb and APP Sarajevo on 15/16 November 2001 in Sarajevo,
3. Define the LoA between ACC Zagreb and APP Banja Luka on 19/20 November 2001 in Banja Luka,
4. Define the LoA between ACC Zagreb and APP Tuzla between 24 and 30 November 2001 in Zagreb,
5. Define required antihail rocketing coordination procedures between the ATC Units concerned in accordance with the relevant agreement on anti-catastrophic protections between the two States,
6. Establish direct telephone lines between the ATC Units concerned,
7. Establish required AFTN connections, and
8. Encourage the ATC Units concerned to provide the adequate Operational staff training,

For BHDCA



For CCL

