LETTER OF AGREEMENT

Introduction

This letter of agreement (LoA) is made by VATEUD regarding Turkish Virtual Area Control Center herein after referred to as "TRvACC" and Cyprus Virtual Area Control Center herein after referred to as "CvACC", both resident in and active members of Virtual Air Traffic Simulation network herein after referred to as "VATSIM".

Aim

The aim of the agreement is to define the FIR/UIR relations between Ankara Control herein after referred to as "LTAA_CTR" and Nicosia Control herein after referred to as "LCCC_CTR".

It is hereby agreed by both parties that strict adherence to this LoA will reinforce the VATSIM spirit and the spirit of cooperation between the nations and that any diversions from these procedures will be treated with strict disciplinary action from VATSIM, and aircraft that do not comply with the rules as set out in this LoA will be violating "controlled airspace and safety of flight regulations".

It is known that Cyprus is the sole governing authority over its airspace.

Content

This agreement consists of two parts.

1. Ankara <–> Nicosia FIRs/UIRs communications & procedures.
2. General terms

1- Ankara – Nicosia FIRs/UIRs communications & procedures

 A) General
1) LTAA_CTR will notify LCCC_CTR about the aircrafts approaching Nicosia FIR/UIR from Ankara FIR 10 nautical miles before the FIR boundary. LCCC_CTR should be in a position to assume control and provide appropriate traffic separation as soon as aircrafts enter the Nicosia_FIR/UIR.

2) LCCC_CTR will notify LTAA_CTR about the aircrafts approaching Ankara FIR/UIR from Nicosia FIR 10 nautical miles before the FIR boundary. LTAA_CTR should be in a position to assume control and provide appropriate traffic separation. as soon as aircrafts enter the Ankara FIR/UIR.

 B) Southbound Procedures
1) LTAA_CTR will instruct up to :
   i)   TOMBI Intersection (VA16 / UM855)
   ii)   DOREN Intersection (W83 / VA28)
   iii)   VESAR Intersection (B545 / UL620)
2) At TOMBI, DOREN and VESAR flights will come under the sole control of LCCC_CTR.

C) Northbound Procedures
1) LCCC_CTR will instruct up to :
    i)   TOMBI Intersection (A16 / UAM16 / M855)
    ii)   DOREN Intersection (A28 / UA28)
    iii)   VESAR Intersection (W10 / L619 / UL619 / UW10)
2) At TOMBI, DOREN and VESAR flights will come under the sole control of LTAA_CTR.

D) Unavailability of Control service
1) LTAA_CTR or LCCC_CTR will terminate the radar services at TOMBI, DOREN, VESAR if the ATC service is not available at the adjoining FIR/UIR.

E) Procedure for VFR Flights
1) Aircrafts flying on VFR condition will enter to the either FIRs at TOMBI, DOREN or VESAR intersections.

F) Type of flights allowed.
1) Airline flights
2) General Aviation flights
3) Cargo flights
4) Ambulance flights
5) Air taxi flights

G) Submited Flight Plan Procedures to LCEN

1) Incoming flights to LCEN.
    1) Departure : Any airport
    2) Arrival : LCLK or any other airport in the area.
    3) Alternate : LCEN
    4) Remarks : It will be blank.

2) Outgoing flights from LCEN
    1) Departure : LCLK
    2) Arrival : Any airport
    3) Alternate : LCEN
    4) Remarks : It will be blank

Military flights are strictly forbidden between LTAA and LCCC FIRs.

2- General Terms

A) Authorization and Coordination

1) Directors of TRvACC and CvACC are authorized to negotiate and sign the agreement with knowledge of VATEUD1.
2) Coordination regarding the execution of this agreement is done between the directors of TRvACC and CvACC unless there is disagreement in which case they should contact VATSIM Europe Region and Division Director.
3) The rights of TRvACC and CvACC under this agreement shall not be assigned or transferred to any third party.

B) Amendments
1) Amendments to this protocol will be done if Any aeronautical data is changed or modified or deleted by the relevant authorities (United Nations, ICAO etc.).
2) Amendments will be operational after duly signed by the directors of TRvACC and CvACC.
3) If any provision of this agreement shall be declared invalid, the reminder thereof shall, nevertheless, remain in full force and effect and a published update should be issued as soon as possible.
4) Any amendment or annex to this agreement, if there will be, is the inseparable part of this agreement.

C) Disputes
1) Any dispute arising from this agreement shall be solved amicably by and between TRvACC and CvACC.
    (i)   In case of failing to come to an agreement, VATSIM Europe Region Director has the responsibility of deciding what the next course of action should be.
2) The decision of VATSIM Europe Region Director can be appealed at the office of VATSIM Vice president for Conflicts resolution.

D) Governing law
1) The provisions of this agreement shall be construed and interpreted in accordance with the VATSIM Code of Regulations and VATSIM Code of Conduct.

E) Initiation
Initiation of the procedures described herein will come in effect when
1) **TRvACC** and **CvACC** come to an **agreement** on this proposed LoA or
2) **VATSIM Europe** Region Director or Division Director **enforces** it by NOTAM announcement.

F) Period and Termination of the Agreement
1) The period of this agreement has no time limit.
2) This agreement can be terminated if:
        (i) One of the either parties does not exist anymore.
        (ii) VATSIM does not exist anymore.
        (iii) If it has been misused by one of the parties and this event becomes evident to VATSIM Administration.
        (iv) Both parties mutually agree to.
        (v) VATSIM Europe Region Director announces it by NOTAM
3) This agreement can not be terminated unilaterally.

This agreement shall be executed in the English language and has been duly agreed and signed on this date of 06/Mar/2004 by the next parties.

VATEUD   **Turkey Virtual Area**
                                                          Control Center