

**Performance-Based Communication and Surveillance (PBCS) Global Charter
Charter Document Version June 8, 2018**

1. Charter Purpose and Applicability

1.1 This PBCS Charter facilitates co-operation among all PBCS stakeholders to achieve the objectives of PBCS. Each Charter stakeholder agrees to take the actions herein for which the required communication performance (RCP) and required surveillance performance (RSP) specifications have been prescribed.

The entities eligible to become a PBCS Charter stakeholder include:

- ANSPs using PBCS to support ATM operations in their airspace.
- Aircraft operators participating in PBCS operations.
- Communication service providers (CSPs).
- Satellite service providers (SSPs).
- Aircraft manufacturers.
- Aircraft equipment suppliers.

1.2 This Charter may be used to show ANSP and operator stakeholder compliance to PBCS Manual guidance specifying contract/service agreements with the CSP. This commitment to compliance is shown when the ANSP or operator PBCS stakeholder has become a charter stakeholder through signing this charter and the CSP(s) they use have also signed the charter. Should an ANSP or operator PBCS stakeholder subsequently withdraw their charter signature or any of their contracted CSPs withdraw their charter signature, the ANSP and/or operator must notify their state authority since such withdrawal will affect their PBCS operational authorization.

2. References

- 2.1. ICAO Doc 9869, *Performance-Based Communication and Surveillance (PBCS) Manual*.
- 2.2. ICAO Doc 10037, *Global Operational Data Link (GOLD) Manual*.

3. Term

3.1. The Charter remains in effect until such time the majority of Charter stakeholders agree to terminate the Charter.

4. Confidentiality

4.1. Except as provided elsewhere in this Charter any information provided as a result of this Charter by any Charter stakeholder shall not be disclosed for any purpose without authorization of such Charter Stakeholder, provided, however, that signatory status to the charter shall not be deemed confidential information.

5. No Basis for Claims

5.1. No Charter stakeholder may rely upon or apply the terms of this Charter as a basis of or support for a claim or action of any kind against another Charter stakeholder.

6. Support of PBCS by Stakeholders

6.1. All Stakeholders

- 6.1.1. Provide and maintain Charter stakeholder contact information.
- 6.1.2. Submit problem reports of any operational problem as expeditiously as possible to the appropriate Central Reporting Agency(ies) CRA('s)
- 6.1.3. Support problem investigations upon CRA request.
- 6.1.4. Provide best efforts to follow the PBCS Manual guidance.

- 6.1.5. Provide best efforts to meet the PBCS Manual RCP 240/D and RSP 180/D allocations for the applicable domain(s). However, in the event that there is something in a charter stakeholder domain that is contributing to a PBCS performance metric not being met, investigate the issue and, if feasible, take corrective action. If corrective action is not feasible, support regional level discussions to determine an appropriate mitigation.
- 6.1.6. Support capacity planning to mitigate the risk of underperformance due to sudden unplanned increases in communication traffic demand.
- 6.1.7. Provide a single e-mail address, which will serve as the point-of-contact for Charter correspondence.

6.2. Additional PBCS Support by the ANSP

- 6.2.1. When the ANSP-observed performance of a PBCS qualified aircraft deteriorates below the RCP240/D or RSP180/D acceptable performance level, raise a problem report to the appropriate CRA('s) for investigation.
Note: The PBCS Manual allows flexibility in determining the acceptable performance level. Some regions are currently using 99.0% as an acceptable performance level.
- 6.2.2. In addition, when the ANSP-observed performance of a PBCS qualified aircraft deteriorates below the RCP240/D or RSP180/D 95% performance level, notify the appropriate regional monitoring agency(ies).
- 6.2.3. Provide monitored PBCS performance data to state(s), aircraft manufacturer(s), and aircraft operator(s) upon request.
- 6.2.4. Promulgate PBCS performance monitoring results to stakeholders, as regionally agreed, to assist in identifying issues that may affect other ANSPs' airspace and to facilitate adequate performance monitoring by the aircraft operator and regulators.
- 6.2.5. Authorize CSPs to provide any flight log data that may contain ANSP messages to CRA('s) through agreeing to this Charter.
- 6.2.6. Provide a single e-mail address to which CSPs are to send planned maintenance and unplanned service impairment notifications.

6.3. Additional CSP Support

- 6.3.1. Provide flight logs upon CRA request.
- 6.3.2. Maintain flight log data for a given flight for a minimum of 30 days after the flight.
- 6.3.3. Send planned maintenance and unplanned service impairment notifications to the single e-mail address that each ANSP and aircraft operator provides.

6.4. Additional Aircraft Operator Support

- 6.4.1. By agreeing to this Charter authorize CSPs to provide any flight log data containing aircraft operator messages to CRA ('s) upon CRA request. CRA will copy the aircraft operator on any request.
- 6.4.2. By agreeing to this Charter authorize ANSPs to promulgate PBCS performance for the aircraft operators aircraft to Charter stakeholders.
- 6.4.3. Provide aircraft-specific recordings upon CRA request.
- 6.4.4. Make best effort to implement all aircraft equipment software updates as recommended by CRA that may resolve FANS1/A performance issues.

6.5. Additional Aircraft Manufacturer Support

- 6.5.1. Assist aircraft operators to implement upgrades that resolve FANS1/A performance issues.

7. Administration of Charter

- 7.1. The Charter will be administered by Airways Corporation of New Zealand Limited or such other entity as selected by the majority of the Charter Stakeholders. The administrator shall take reasonable steps to administer the Charter and provide an informational system for access by the Charter Stakeholders.
- 7.2. The Charter administrator shall provide a system by which all Charter Stakeholders may be advised of the signatory status of all other Charter Stakeholders.

- 7.3. Any Charter Stakeholder may withdraw from the Charter upon notice to the Charter administrator.
- 7.4. The Charter may be amended by majority vote of the Charter Stakeholders and notice to all Charter Stakeholders.