



International Civil Aviation Organization

FOURTH MEETING OF THE COMMON REGIONAL VIRTUAL PRIVATE NETWORK TASK FORCE (VPN) OF APANPIRG (CRV TF/4)

Bangkok, Thailand, 18 – 19 May 2015

Agenda Item 2: Review tasks progress and issues

g) OOG Rules and Procedures

OOG RULES AND PROCEDURES

(Presented by Airservices Australia)

SUMMARY

This paper details the current progress of the Operation Oversight Group (OOG) Rules and Procedures.

1. INTRODUCTION

1.1 During the third meeting of the CRV Task Force it was agreed that further development of the rules and policies (operational role and working methodology) of the OOG would be undertaken by Australia with support from Singapore, Thailand and USA.

1.2 The OOG was discussed in context to the Document of Agreement (DOA) during a meeting, DOA Meeting 1, held on the 06/03/2015.

1.3 Draft OOG Rules and Procedures were presented and discussed at a meeting, the CRV: Common Session for tasks DOA/Conops/TOR #1 held on the 20/03/2015.

1.4 OOG Rules and Procedures were further discussed at a meeting the CRV: Common Session for tasks DOA/Conops/TOR #2 held on the 31/03/2015

2. DISCUSSION

2.1 It was considered that the DOA should provide broad framework for the OOG (empower OOG) and the mechanisms to change the TOR. Terms of Reference (TOR) or Rules and Procedures should describe the internal working of the OOG.

2.2 Further work is required to determine what exact articles should appear in ANNEX C STAGE 2: PAYMENT OF SERVICE CONTRACT AND OOG MATTERS of the DOA.

2.3 On review of the draft OOG Rules and Procedures (**Attachment A**) it was determined that it was not clear on the high level governance structure of the OOG in relation to the DOA and APANPIRG.

2.4 This uncertainty halted the further development of the OOG Rules and Procedures pending the outcome of the working paper “TWO POSSIBLE ORGANIZATIONAL SCENARIOS FOR THE OVERSIGHT OF THE COMMON REGIONAL VPN PERFORMANCE AND SELECTED SERVICE PROVIDER” and further refinement of the DOA.

3. ACTION BY THE MEETING

3.1 The meeting is invited to:

- a) note the information contained in this paper;
- b) are invited to contribute further input into the development of the OOG Rules and Procedures; and
- c) discuss any relevant matters as appropriate.

ANNEX C CRV Operations Oversight Group Regulations

DRAFT

Annex C-1

ARTICLE C-I: AIM

- 1.1 The CRV Operations Oversight Group (OOG) is a body created to oversee the following:
 - 1.1.1 Administration of the Document of Agreement;
 - 1.1.2 Maintenance of the Technical Specifications;
 - 1.1.3 Management of the Performance of the Service Provider;
 - 1.1.4 Performance of the Common Regional VPN;
- 1.2 The term of the OOG will continue until it is disbanded by APANPIRG
- 1.3 The Registered Office of the OOG will be the ICAO Asia and Pacific (APAC) Office.

ARTICLE C-II: MEMBERSHIP

- 1.4 The Parties of this Agreement who have Service Contracts with the Service Provider in force shall automatically be appointed as OOG members.
- 1.5 The Parties will appoint not less than one (1) and not more than two (2) representatives to the OOG.
- 1.6 The Service Providers Representative shall be appointed as an OOG member with no rights.
- 1.7 Any other person as appointed by APANPIRG.

ARTICLE C-III: THE OOG CHAIRMAN (Chair)

- 1.8 The Chair will be elected by its members upon the establishment of the OOG.
- 1.9 The election of Chair will be held annually on the anniversary of the establishment of the OOG.
- 1.10 The Chair will serve a maximum one (1) term in a period of five (5) years.
- 1.11 Candidates for the position Chair must be nominated and seconded by Participants of States other than the Candidates State.

Responsibilities of the Chair

- 1.12 The Chair will ensure that all proceedings of the OOG undertake its responsibilities and meet its objectives.
- 1.13 The Chair is responsible for communication of APANPIRG strategy to the OOG.
- 1.14 The Chair may appoint an interim Chair from time to time; in such cases, the duration of tenure shall be specified.
- 1.15 Should the Chair be unavailable, the Coordinator will act as Chair until the Chair is

available.

1.16 The Chair represents the OOG as and when required at any meeting outside of the OOG. The Chair may delegate this responsibility to any other Party.

1.17 The Chair signs the DOA which will approve membership to the OOG.

ARTICLE C-IV: THE OOG COORDINATOR

1.18 The Coordinator of the OOG will be elected by its members upon the establishment of the OOG.

1.19 The election of Coordinator will be held annually on the anniversary of the establishment of the OOG.

1.20 The Coordinators Term is renewable.

1.21 Candidates for the position Coordinator must be nominated and seconded by Participants of States others then the Candidates.

Responsibilities of the OOG Coordinator

1.22 The Coordinator is the focal point and is responsible for the administration of this Agreement.

1.23 With the Chair, durations, frequencies, venues and provisional agenda of the scheduled meetings and regular teleconferences.

1.24 The Coordinator with be responsible for the recording and production of minutes of Meetings

1.25 The Coordinator will be responsible for the oversight of the management of the contract management issues.

ARTICLE C-V: THE OOG TECHNICAL SPECIALIST

1.26 The Technical Specialist of the OOG will be elected by its members upon the establishment of the OOG.

1.27 The election of Technical Specialist will be held annually on the anniversary of the establishment of the OOG.

1.28 The Technical Specialist Term is renewable.

1.29 Candidates for the position Technical Specialist must be nominated and seconded by Participants of States others then the Candidates.

Responsibilities of the OOG Technical Specialist

1.30 The Technical Specialist is the Technical SME / Advisor to the OOG

1.31 The maintenance of the Concept of Operations and any other documentation related to the specification of the CRV.

1.32 The review and advise on proposed services interruptions submitted by the CRV that will affect the CRV

ARTICLE C-VI: THE OOG SAFETY SPECIALIST

- 1.33 The Safety Specialist of the OOG will be elected by its members upon the establishment of the OOG.
- 1.34 The election of Safety Specialist will be held annually on the anniversary of the establishment of the OOG.
- 1.35 The Safety Specialist Term is renewable.
- 1.36 Candidates for the position Safety Specialist must be nominated and seconded by Participants of States others then the Candidates.

Responsibilities of the OOG Technical Specialist

- 1.37 The Safety Specialist is the Safety SME / Advisor to the OOG
- 1.38 Is responsible for the maintenance of the Safety Case.
- 1.39 Coordination of discussions and preparation of safety work related to proposed changes to the CRV.

ARTICLE C-VII: FUNDING FOR THE OOG

- 1.40 During the life of the OOG, it is envisaged that each Party is responsible for their own cost when undertaking activities associated with the OOG.
- 1.41 If necessary, funding for the OOG will be share equally between all Participating States
- 1.42 Any requirement for funding must be approved by 75% of all Participating States.
- 1.43 Funds will be managed by the ICAO Asia and Pacific (APAC) Office.

ARTICLE C-VIII: OOG WORKING GROUP (OOGWG)

- 1.44 The OOGWG will consist of the following:
- a. The Chair
 - b. The Coordinator
 - c. The Technical Specialist
 - d. The Safety Specialist
 - e. The Service Providers Representative (when required)
 - f. Any other persons as appointed by the Chair

Responsibilities of the OOGWG

- 1.45 Review monthly Service provider reporting
- 1.46 Conduct monthly Service Provider Management meeting
- 1.47 Processing for applications for membership of the DOA
- 1.48 Processing of modifications to Individual Service Contracts

- 1.49 Processing of modifications to Network configurations
- 1.50 Processing of Termination of Service Contracts
- 1.51 Processing of Withdrawal of membership from the DOA
- 1.52 Processing of Changes to the DOA
- 1.53 Processing of the Termination of the DOA
- 1.54 Processing of Disputes

ARTICLE C-IX: MEETINGS

Quorum

- 3.1 A quorum for OOG meetings is defined as 33% of the Membership.
- 3.2 A quorum for the Annual OOG meeting is defined as 66% of the Membership.
- 3.3** Where attention is drawn to a loss of quorum, the meeting may be adjourned until such time as the Chair may determine.

General

- 3.4 Meetings may be held face-to face, by telephone, videoconference, or other electronic means.
- 3.5 OOG members are required to be fully prepared for and make every reasonable effort to attend each meeting.
- 3.6 Observers and visitors must have received the prior permission of the Chair to attend meetings
- 3.7 All meetings will be conducted in English.

Agendas and Minutes

- 3.8 All minutes and agendas will be produced in English.
- 3.9 Agendas and associated documentation will be distributed five (5) working days prior to the meeting.
- 3.10 All papers must be submitted to the Coordinator, preferably six (6) working days working days prior to the forthcoming meeting.
- 3.11 Minutes are to be prepared for each meeting. The draft minutes and action sheet of each meeting are to be reviewed by the Chair and circulated to all members by the Coordinator as soon as practicable.
- 3.12 A copy of the minutes, once they have been reviewed by the Chair, will be included in the agenda papers for the next committee meeting.
- 3.13 All meeting documentation will be stored on the ICAO Portal.

OOGWG Meetings

- 3.14 The OOGWG will meet monthly to ensure that the working of the OOG is on task. .
- 3.15 OOGWG meetings shall be held monthly
- 3.16 Items to be discussed relate to its responsibilities.

OOG Meetings

- 3.17 The OOG will meet based on it's work program, the Chair shall convene OOG meetings with all its Members, as scheduled and as required.
- 3.18 OOG meetings shall be held at least four (4) times per year and where possible at least one (1) of those meetings being face to face at the ICAO Asia and Pacific (APAC) Office.
- 3.19 The meetings will discuss the provision, administration, operation, maintenance, modification, upgrading and/or any other issues pertaining to the Network and Services.
- 3.20 The respective durations, frequencies, venues and provisional agenda of the scheduled meetings and regular teleconferences shall be determined by the OOG and will be distributed by the Coordinator.
- 3.21 The Chair may convene non-scheduled meetings or Teleconferences to address other business that require immediate discussion.

OOG Web/Teleconferences

- 3.22 In between the OOG meetings, the Coordinator shall convene Teleconferences as and when required, to discuss and follow-up on the technical, administrative, operational and/or any other issues pertaining to the CRV.

ARTICLE C-IV: CRV MONITORING

Performance Monitoring

- 3.23 The OOG is not responsible for the daily monitoring of the performance of the CRV.
- 3.24 Each State is responsible for the performance of it's service. All issue should be directly logged with the Service Provider.
- 3.25 Each State must report general network performance issues to the Coordinator and the Technical Specialist.
- 3.26 Normal contract escalations process must be adhered to.

Security Monitoring

- 3.27 The OOG is not responsible for the daily monitoring of the security of the CRV.
- 3.28 Each State is responsible for the security of it's service. All issue should be directly

logged with the Service Provider.

3.29 Each State must report general network security issues to the Coordinator and the Technical Specialist.

3.30 Normal contract escalations process must be adhered to.

ARTICLE C-X: REPORTING

3.31 The OOG reports to APANPIRG.

OOG Reporting

3.32 All reports will be produced in English.

3.33 The Chair will compile an annual report which will be presented at the annual OOG meeting. This report should detail the performance of the CRV, the workings of the OOG, success and failure of the OOG and any other relevant matters.

ARTICLE C-XI: DISPUTES

3.34 Any arising dispute should be in the first instance tried to be resolved between the disputing Parties.

3.35 For disputes that can be resolved between then parties, all disputes will be in writing and addressed to the Chair; if the Chair is a party to the dispute then the Coordinator will manage the dispute.

3.36 The Chair will attempt to resolve the dispute with mediation; the language of the mediation shall be English.

3.37 On failure to resolve a dispute in 20 workings days, the Chair will seek a resolution from the next OOGWG meeting.

3.38 Parties involved in the dispute will be invited to attend a special OOGWG meeting.

3.39 Should the disputing Parties fail to resolve the dispute at the special OOGWG meeting; the OOGWG will propose a dispute resolution at the next OOG meeting.

3.40 After discussion and amendments to the dispute proposal at the OOG meeting, a vote will be taken for or against that dispute resolution. If the dispute proposal is voted for then the decision is final and the disputing Parties should make every effort to resolve the dispute in terms of the dispute resolution;

3.41 The disputing Parties may appeal any decision to APANPIRG.

ARTICLE C-XII: CONFLICT OF INTEREST

3.42 Committee members are required to bring to the attention of the Chair any conflict of interest or potential conflict they may have with any item on the committee's agenda.

ARTICLE C-XIII: CHANGES

3.43 Changes to the any document that support the operation of the CRV such as the Document of Agreement, Concept of Operation must be submitted in writing to the

OOGWG.

3.44 Changes to the Document of Agreement are required to be approved by 75% of all Participating States.

3.45 Any other changes require a simple majority of an OOG meeting to be approved.