

DATA PROVISION AGREEMENT

between

*[the name of the entity receiving the aeronautical data or
aeronautical information];*
(hereinafter “The Data Receiver”)

and

*[the name of the entity providing the aeronautical data or
aeronautical information]*
(hereinafter “The Data Provider”)

Blue Text is used to indicate where input is required, red text being used to indicate optional elements which will need completing, if selected.

TABLE OF CONTENTS

- 1. INTRODUCTION1**
 - 1.1 Scope.....1**
 - 1.2 Parties to the Agreement1**
 - 1.3 Regulatory Framework.....1**
 - 1.4 Entry Into Force and Termination.....1**
 - 1.5 Definitions and Conventions2**
- 2. DATA PROVISION SERVICE2**
 - 2.1 Service Description2**
 - 2.2 Data Change Management3**
 - 2.3 Demonstrating Compliance3**
 - 2.4 Data Errors and/or Inconsistencies.....4**
 - 2.5 Contingency.....4**
- 3. MANAGEMENT ELEMENTS4**
 - 3.1 Rewards and Remedies.....4**
 - 3.2 Escalation Procedures5**
 - 3.3 Liaison.....5**
- ANNEX A AERONAUTICAL DATA AND/OR AERONAUTICAL INFORMATION TO BE PROVIDED 6**
- ANNEX B TIMELINESS REQUIREMENTS.....7**
- ANNEX C METADATA REQUIREMENTS.....8**
- ANNEX D DELIVERY MEANS.....9**
- ANNEX E DATA EXCHANGE FORMAT10**
- ANNEX F LIMITATIONS ON THE USE OF THE DATA.....11**

1. INTRODUCTION

1.1 SCOPE

1.1.1 This Agreement documents the agreed provision of service for the supply of aeronautical data and/or aeronautical information (hereinafter the Data) by *[organisation name]* (hereinafter the Data Provider) to *[organisation name]* (the Data Receiver). **This Agreement is overseen and managed by the *[organisation name]* (The Regulator).**

1.2 PARTIES TO THE AGREEMENT

1.2.1 The following table describes and names the legal entities and their representatives who have reviewed and approved this Agreement.

Entity	Address	Representative
<i>[Insert Regulator details here]</i>		
<i>[Insert Data Receiver details here]</i>		
<i>[Insert Data Provider details here]</i>		

1.3 REGULATORY FRAMEWORK

1.3.1 A number of documents specify the regulatory requirements for the origination, production, storage, handling, processing, transfer and distribution of aeronautical data and aeronautical information. These include but are not exclusive:

- a. ICAO Annex 4 to the Chicago Convention - Aeronautical Charts
- b. ICAO Annex 5 to the Chicago Convention - Units of Measurement to be Used in Air and Ground Operations
- c. ICAO Annex 11 to the Chicago Convention - Air Traffic Services
- d. ICAO Annex 15 to the Chicago Convention - Aeronautical Information Services
- e. ICAO Annex 14 to the Chicago Convention - Aerodromes
- f. ICAO Doc 8400 PANS-ABC - Abbreviations and Codes
- g. ICAO Doc 10066 PANS-AIM - Procedures for Aeronautical Navigation Services - Aeronautical Information Management
- h. [add any National Regulation]*

1.4 ENTRY INTO FORCE AND TERMINATION

1.4.1 This Agreement is valid from *[enter validity from date]* to *[enter term date]*.

alternatively

1.4.2 This Agreement entries into force on the date of the later signature of the Parties and shall remain in force for an indefinite period unless explicitly terminated by a signed agreement between the Parties.

1.5 DEFINITIONS AND CONVENTIONS

1.5.1 For the purpose of this Agreement, the definitions in Annex 15 and PANS-AIM shall apply. The following definitions shall also apply:

1.5.1.1 'agreement' means the present Data Provisions Agreement

1.5.1.2 'the Data' means the set of aeronautical data items that the Data Provider is responsible to provide to The Data Receiver under the terms of the Agreement.

1.5.1.3 'the Data Provider' means the legal entity responsible for the supply of aeronautical data and/or aeronautical information as defined in the terms of the Agreement

1.5.1.4 'the Data Receiver' means the legal entity contracting the supply of aeronautical data and/or aeronautical information as defined in the terms of the Agreement

1.5.1.5 'the Parties' means the data provider and the data receiver

1.5.1.6 'the Regulator' means the governmental body which oversees the aviation domain within the State

1.5.2 In this Agreement the following conventions are used:

1.5.2.1 This Agreement uses Co-ordinated Universal Time (UTC) as described in Attachment D of ICAO Annex 5.

1.5.2.2 This Agreement uses the procedures for writing the date and time in all-numeric form as described in Attachment E of ICAO Annex 5.

2. DATA PROVISION SERVICE

2.1 SERVICE DESCRIPTION

2.1.1 The Data Provider shall provide to the Data Receiver the Data, incorporating all data items listed in ANNEX A.

2.1.2 In the situations where the Data Provider provides to the Data Receiver complete features (e.g. runway threshold), ANNEX A shall describe all individual data items that compose the feature (e.g. latitude and longitude shall be listed separately).

2.1.3 The Data shall be provided in accordance with the data quality requirements described in ANNEX A.

2.1.4 The Data Provider shall ensure that the Data is provided in accordance with the data quality requirements described in ANNEX A.

2.1.5 The Data Provider shall ensure that the Data is provided within the date and time limits described in Annex B.

2.1.6 The Data shall be provided with the metadata items listed in ANNEX C.

2.1.7 The Data shall be transferred between the Parties by the means described in ANNEX D.

2.1.8 The Data shall be transferred between the Parties in accordance with the data exchange format described in ANNEX E.

2.2 DATA CHANGE MANAGEMENT

2.2.1 The Data Provider should follow the recommendations laid down in Chapter 6.2 of ICAO Annex 15 concerning the advance notice of major changes to the Data.

2.2.2 The timeliness of provision of the data is the responsibility of the Data Provider. The Data Provider accepts that the Data will be subject to validation and if queries arise then this will delay final acceptance and publication in the aeronautical information products.

2.2.3 If the Data is not submitted in sufficient time for AIRAC publication cycle, the Data will not be released for immediate publication (except by NOTAM if deemed necessary).

2.2.4 The validity of the Data remains the responsibility of the Data Provider who commits to send the updates to the Data whenever required by *[organisation name]*, national regulations or where a change is made that requires update of the Data.

2.2.5 The Data Provider shall be responsible for documenting the changes made to the Data.

2.2.6 If third parties were involved in the origination of the Data, or parts of the Data, the Data Provider shall make the Data Receiver aware of this, and the third party shall be responsible for documenting the data changes for which it is responsible.

2.3 DEMONSTRATING COMPLIANCE

2.3.1 The Data Provider confirms that the Data is originated and derived in accordance with industry best practices and guidelines, including:

- *[Examples: list other specifications, standards, guidance material ...]*
- ICAO Doc 9674 WGS-84 Manual - World Geodetic System for surveyors
- ICAO Doc 8126 PANS-OPS - Aircraft Operations for procedures designer
- EUROCAE ED-99D / RTCA DO-272D User Requirements for Aerodrome Mapping Information for aerodrome mapping database

2.3.2 In the event that the Data, or parts of the Data, is originated by a Third Party, the Data Provider shall establish formal arrangements with the Third Party ensuring that the data is originated in accordance with the provisions of this Agreement.

2.3.3 The Data Provider commits to provide, on request, a quality report demonstrating claims of compliance with the requirements for the Data. Such report shall include as a minimum:

- A description of any raw data used by the Data Provider to derive or calculate any elements of the Data;
- A description of the process used to validate the Data;
- Reported results from validation of the Data;
- Information provided by other parties during data collection that has been used in the collection, calculation or validation of the Data.

2.4 DATA ERRORS AND/OR INCONSISTENCIES

2.4.1 In the event of discovery of a data error or inconsistency in the Data, and that the Data was still subject to evaluation prior to publication/distribution, the Data Receiver shall *[describe the actions to be taken by the Data Receiver when discovering a data error or inconsistency during the evaluation prior to publication/distribution]*

2.4.2 In the event of a notification from the Data Receiver that the Data, that was still subject to evaluation prior to publication/distribution, contained a data error or inconsistency, the Data Provider shall *[describe the actions to be taken by the Data Provider when notified that the Data contained a data error or inconsistency detected during evaluation prior to publication/distribution]*

2.4.3 In the event of discovery of a data error or inconsistency in the Data, and that the Data was already published/distributed, the Data Receiver shall *[describe the actions to be taken by the Data Receiver when discovering a data error or inconsistency after publication/distribution]*

2.4.4 In the event of a notification from the Data Receiver that the Data already published/distributed contained a data error or inconsistency, the Data Provider shall *[describe the actions to be taken by the Data Provider when notified that the Data contained a data error or inconsistency detected after publication/distribution]*

2.5 CONTINGENCY

2.5.1 In the event that the Data Provider cannot guarantee the continuity of the provision of the Data, he shall *[describe the actions to be taken by the Data Provider when he cannot guarantee the continuity of the provision of the Data]*.

2.5.2 In the event that the Data Provider cannot guarantee the continuity of the provision of the Data, the Data Receiver shall *[describe the actions to be taken by the Data Receiver when the Data Provider cannot guarantee the continuity of the provision of the Data]*.

2.5.3 In the event that the Data Receiver cannot guarantee the continuity of the reception and processing of the Data, he shall *[describe the actions to be taken by the Data Receiver when he cannot guarantee the continuity of the reception and processing of the Data]*.

2.5.4 In the event that the Data Receiver cannot guarantee the continuity of the reception and processing of the Data, the Data Provider shall *[describe the actions to be taken by the Data Provider when the Data Receiver cannot guarantee the continuity of the reception and processing of the Data]*.

3. MANAGEMENT ELEMENTS

3.1 REWARDS AND REMEDIES

3.1.1 This Agreement forms the entire agreement and understanding of the Parties and supersedes all previous communications whether written or oral between the Parties, including any previous agreement or understanding varying or extending the same. There are no further or other agreements or understandings, written or oral, in effect between the Parties with respect to the scope of this Agreement.

3.1.2 Any amendments and modifications to the Agreement shall form the subject of a formal written amendment to be signed by both Parties.

3.2 ESCALATION PROCEDURES

3.2.1 This Agreement shall be governed by the laws of *[insert as appropriate]*. The courts of *[insert as appropriate]* shall have the exclusive jurisdiction over any dispute relating to this Agreement.

3.3 LIAISON

3.3.1 The Data Provider shall appoint a Data Provider Manager and the Data Receiver shall appoint a Data Receiver Manager. These Managers will act as the main points of contact for all issues regarding the provision of the Data.

3.3.2 The Data Provider Manager and the Data Receiver Manager shall have the authority to take decisions regarding the operation and delivery of the Data for their respective organisations. All communications between the parties, relating to the provision of the Data, should be coordinated via these managers.

3.3.3 The Parties' responsible Managers are:

Organisation	Primary Contact	Secondary Contact
<i>[Insert AISP details here]</i>	<i>[Insert Primary Contact details here, including name, role/job title, address, telephone, fax and email]</i>	<i>[Insert Secondary Contact details here, including name, role/job title, address, telephone, fax and email]</i>
<i>[Insert Data Originator details here]</i>	<i>[Insert Primary Contact details here, including name, role/job title, address, telephone, fax and email]</i>	<i>[Insert Secondary Contact details here, including name, role/job title, address, telephone, fax and email]</i>

For the Data Provider

- Name*
- Title*
- Date*
- Signature*

For the Data Receiver

- Name*
- Title*
- Date*
- Signature*

Annex A Aeronautical Data and/or Aeronautical Information to be provided

Example:

*See extract from Data Catalogue:
Volume II Appendix_1_FormL_Areangements_Annex_A_v01.xlsx*

Annex B Timeliness Requirements

Example (1):

The Data shall be provided in accordance with the timeliness requirements laid down in Chapter 6 of ICAO Annex 15.

Example (2):

On initial provision of data, or where data is subject to a planned update, the following minimum data submission periods apply:

- i. Navigation features – XXX days in advance;*
- ii. Aerodrome features – XXX days in advance;*
- iii. Airspace features – XXX days in advance;*
- iv. Wind turbines of telecommunications facilities – XXX days in advance;*
- v. Contact details and administrative processes – XXX days in advance.*

Annex C Metadata Requirements

Example:

The Data shall include the following metadata items, as a minimum:

- a. the originator of the data*
- b. amendments made to the data*
- c. the persons or organisations that have interacted with the data*
- d. details of any validation and verification of the data that has been performed*
- e. effective start date and time of the data*
- f. for geospatial data:*
 - The earth reference model used*
 - The coordinate system used*
- g. for numerical data*
 - The statistical accuracy of the measurement or calculation technique used*
 - The resolution*
- h. details of any functions applied if data has been subject to conversion/transformation*
- i. details of any limitations on the use of the data*

Annex D Delivery Means

Example:

All Data shall be transferred between the Parties by direct electronic connection.

Annex E Data Exchange Format

Example (1):

The Data shall be transferred in accordance with the AIXM 5.1 XML Schema.

The AIXM XML Schema is the component of the Aeronautical Information Exchange Model (AIXM) used for system-to-system exchange of aeronautical information.

The Schema derives from the AIXM Conceptual Model by mapping its features, attributes and business rules into XML and GML.

Example (2):

The Data shall be transferred in CSV format, in accordance with the data catalogue [insert the name and version of the data set specification]

Annex F Limitations on the Use of The Data

Example:

The Data shall only be used for the purposes of providing aeronautical information services.

Any other use of the Data by the Data Receiver is subject to a formal agreement by the Data Provider.