



*International Civil Aviation Organization*

**THE NINTH MEETING OF AUTOMATIC  
DEPENDENT SURVEILLANCE – BROADCAST  
(ADS-B) STUDY AND IMPLEMENTATION TASK  
FORCE (ADS-B SITF/9)**



Jakarta, Indonesia, 18 -19 August 2010

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**Agenda Item 7:           Development of Asia/Pacific Regional ADS-B implementation plan and  
sub-regional based ADS-B implementation plan**

**EXPERIENCE IN ADOPTING THE SAMPLE AGREEMENT**

(Presented by Indonesia and Singapore)

**SUMMARY**

This paper presents the experience of Indonesia and Singapore in adopting the sample agreement for ADS-B data sharing, as well as a brief overview of the agreement currently under discussion.

**1.           Introduction/Background**

1.1           APANPIRG19 has adopted the sample agreement for ADS-B data sharing, so that States who are sharing ADS-B data, may make use of the sample agreement to formulate their own bi-lateral agreements.

1.2           Using the sample agreement as a guide, Indonesia and Singapore have developed their data sharing agreement.

1.3           It was requested during ADS-B SITF/8 that States provide feedback at this task force meeting, based on the experience gained by States.

**2.           Discussion**

2.1           The entire agreement has been revamped quite a bit as we tried to make the agreement more comprehensive, precised, simple, easier to read and more acceptable by both parties. At the same time, we tried to reduce the number of annexes. Following which, the agreement was subject to vetting by various authorities, which resulted in further amendments. However, the intents of the original sample agreement remain unchanged.

2.2           The structure of the current agreement is attached.

**3.           Action by the Meeting**

3.1           The meeting is invited to note the experiences of Indonesia and Singapore in adopting the sample agreement.

## EXPERIENCE IN ADOPTING THE SAMPLE AGREEMENT FOR ADS-B DATA SHARING

Final agreement with brief description	Original wordings in sample agreement
<p><b>Pre-amble</b></p> <p>[We reworded the pre-amble stating that:</p> <ul style="list-style-type: none"> <li>a) ADS-B will enhance safety;</li> <li>b) Recognising the benefits, APANPIRG established the ADS-B task force to implement ADS-B;</li> <li>c) Airlines expressed their desire to reap operational benefits through ADS-B</li> <li>d) CANSO voiced support for collaboration between ANSPs to share ADS-B data and VHF facilities;</li> <li>e) The parties are desirous of cooperation to enhance air traffic services;</li> <li>f) Parties enter into the agreement to reap full potential of ADS-B for the benefit of airlines. ]</li> </ul>	<p><b>Pre-amble</b></p> <p>(A) Having regard to the South East Asia Sub-regional Automatic Dependent Surveillance – Broadcast (ADS-B) Implementation Working Group (SEA ADS-B WG) objectives, including the optimisation of the provision and use of the ADS-B surveillance function through the installation of new facilities or the sharing of ADS-B data;</p> <p>(B) With a view to the establishment of the categories of services through the airspace of the regions specified in Annex A and I;</p>
<p><b>Article 1 – Definitions</b></p> <p>[We created a new section to define the various terms used in the agreement.]</p>	<p>[Not in existing template.]</p>
<p><b>Article 2 – Objective of the Agreement</b></p> <p>[We include the provision of VHF voice communication services (VHF services) as part of the objective.]</p>	<p><b>Article 1 – Objective of the Agreement</b></p> <p>1 The objective of this Agreement is to improve safety and operations efficiency of civil air traffic by enhancing ADS-B coverage and ADS-B data availability in the Flight Information Regions for which the User is responsible and the areas within 150Nm from the boundaries of these Flight Information Regions</p> <p>2 For this purpose, the Provider shall provide its ADS-B data to the User with effect from [date] and in accordance with the implementation schedule in Annex G.</p>

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	<p>3 The ADS-B data to be provided are specified in Annex B, H and I.</p>
<p><b>Article 3 – Installation of Required Equipment and Private Circuits</b>  [We amended the clause to include the provision of VHF services.]</p>	<p><b>Article 3 – Installation</b></p> <p>1 The Provider and the User shall install all required equipment at their respective premises.</p> <p>2 Both the Provider and the User shall arrange for the provision, installation and commissioning of private circuits and other associated equipment as specified in Annex B and F, required for the transmission of the ADS-B data from the Provider to the User.</p> <p>3 Initial testing of the equipment and private circuits for the provision of the ADS-B data be carried out in conjunction with the Provider and the User.</p> <p>4 The provision of the present article shall also apply in the event of modifications to the equipment or private circuits.</p>
<p><b>Article 4 – Operations and Maintenance</b>  [The maintenance of the equipment and the quality of the data are associated. Hence, the two articles are combined.]</p>	<p><b>Article 4 – Maintenance</b></p> <p>1 Unless otherwise specified in Annex C, the routine maintenance, repair and replacement service for the equipment and the private circuits installed for the provision of ADS-B data under this Agreement shall be executed by <u>technical staff available</u> at the Provider’s and at the User’s premises.</p> <p>2 Unless otherwise specified in Annex D, the routine maintenance, repair and replacement at the Provider’s premises referred to in paragraph 1 hereof shall be carried out free of charge by the Provider to the standards of maintenance commonly adopted by the Provider.</p> <p>3 The routine maintenance, repair and replacement at the User’s premises shall be done by and at the expense of the User to the standard of maintenance commonly adopted by the User.</p>

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	<p><b>Article 7 – Integrity</b></p> <p>1 The Provider shall take all reasonable steps, in accordance with the standards commonly adopted by him, to monitor and maintain the quality and continuity of the provision of ADS-B data of the facilities specified in Annex B and F.</p> <p>2 Where this is reasonably practicable the Provider shall give the User such notice in respect to any planned periodic break in service as soon as such information is available and a minimum of 24 hours notice in case of any other planned break in service.</p> <p>3 The Provider shall report immediately or at the earliest reasonable opportunity any failure in the provision of the ADS-B data or any abnormality of ADS-B data provided, to the User’s technical supervisor centre.</p> <p>4 The User shall, in accordance with the standards commonly adopted by him, monitor the ADS-B data received from the Provider and report immediately or at the earliest reasonable opportunity any failure in the reception or any abnormality of the ADS-B data, to the Provider’s technical supervisor centre.</p>
<p><b>Article 5 – Modifications</b></p> <p>[We include VHF and other services as part of the possible proposed changes by the Users. The amended clauses address the costs of modification to be born by each party.]</p>	<p><b>Article 5 – Modifications</b></p> <p>1 Both the Provider and the User shall implement any modification in the equipment and the private circuits for the provision of ADS-B data at their respective premises due to any decision of the Provider. The modification shall be carried out in accordance with Article 3.</p> <p>2 The User may propose technical modifications of the specifications for the provision of ADS-B data to the Provider. The Provider shall decide on the implementation of it.</p> <p>3 The modifications to be implemented shall be specified by the Provider in writing to the User not</p>

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	less than six months before the date the modification shall be implemented.
<p><b>Article 6 – Cost</b> [We include VHF as part of the article.]</p>	<p><b>Article 6 – Cost</b> 1 The cost apportionment for the use of ADS-B data as specified in Annex A, B and I shall be in accordance with Annex D.</p>
<p><b>Article 7 – Limitations on Use and Communication of ADS-B Data</b> [In the original template, either party is only allowed to use the information for civil Air Traffic Services only. We added a provision stating that any other usage is subjected to the provider’s approval.]</p>	<p><b>Article 2 – Limitations</b> 1 The User shall use the ADS-B data provided only to ensure the safe, proper and continuous operation of civil Air Traffic Services or activities in support of his Air Traffic Services and for technical demonstration, evaluation and test purposes related to his operational tasks, unless otherwise specified in Annex A.  2 The User shall not communicate to any party not specified in this Agreement in any matter of form whatsoever any information supplied pursuant to this Agreement. The said information shall not be used for any purpose other than those specified in paragraph 1 hereof, without the prior written consent of the Provider.</p>
<p><b>Article 8 – Liability</b> [The Provider will not be held liable if there are interruptions to the services.]</p>	<p><b>Article 8 – Liability</b> [The requirements on this Article should be agreed bilaterally between States]</p>
<p><b>Article 9 – Force Majeure</b> [We stated that the Provider is not in breach of this agreement in case of failure to perform its duty due to force majeure.]</p>	<p><b>Article 9 – Legal Aspect / Settlement of Dispute</b> [The requirements on this Article should be agreed bilaterally between States]</p>
<p><b>Article 10 – Settlement of Disputes</b> [We stated that disputes are to be resolved amicably between the parties.]</p>	<p><b>Article 9 – Legal Aspect / Settlement of Dispute</b> [The requirements on this Article should be agreed bilaterally between States]</p>
<p><b>Article 11 – Correspondence</b></p>	<p><b>Article 10 – Correspondence</b></p>

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<p>[This article mentions about the official means of correspondence, which is by email, fax or letter.]</p>	<p>1 Correspondence to be applied in the framework of this Agreement is specified in Annex E.</p>
<p><b>Article 12 – Duration</b>  [Editorial changes to simplify the clause.]</p>	<p><b>Article 12 – Duration</b></p> <p>1 The present Agreement shall enter into force on the day on which it is signed by the last of the contracting Parties, for a period of [duration to be decided by the Parties].</p> <p>2 Thereafter, that period shall be automatically prolonged unless any of the contracting Parties has, by giving written notice at least [duration to be decided by the Parties] before the expiry of the contract period or the termination date of prolonged period, terminated the Agreement.</p> <p>3 The Agreement can early terminate in the event the provision of ADS-B data as specified in Annex A hereof is to be permanently withdrawn from service. The Provider shall give to the User not less than [duration to be decided by Parties] notice in writing in advance thereof.</p> <p>4 The Agreement can early terminate on request of the User in the event of modifications to be implemented. The User shall give to the Provider not less than [duration to be decided by Parties] notice in writing in advance thereof.</p>
<p><b>Article 13 – Entire Agreement</b>  [The agreement and the annexes form the entire agreement between the parties.]</p>	<p><b>Article 11 – Annexes</b></p> <p>1 Annex A, B, C, D, E, F, G, H and I are attachments to this Agreement. The Provider and User, in mutual consent and formal acceptance, are allowed to amend and up-date, as circumstances deem necessary, the contents of the Annexes, in so far as the amendments are not in contradiction to or out of scope with the text in this Agreement.</p> <p>Annex A – Parties  Annex B – Interface Specifications  Annex C – Maintenance  Annex D – Cost</p>

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	<p>Annex E – Correspondence</p> <p>Annex F – Equipment Provided By One Party to the Other</p> <p>Annex G – Implementation Schedule</p> <p>Annex H – Functional Performance Requirement</p> <p>Annex I – Coverage or Ground Station Details</p>
<p><b>Article 14 – Amendment</b></p> <p>[This article states the mechanism in which an amendment is valid.]</p>	<p><b>Article 11 – Annexes</b></p> <p>1 Annex A, B, C, D, E, F, G, H and I are attachments to this Agreement. The Provider and User, in mutual consent and formal acceptance, are allowed to amend and up-date, as circumstances deem necessary, the contents of the Annexes, in so far as the amendments are not in contradiction to or out of scope with the text in this Agreement.</p> <p>Annex A – Parties</p> <p>Annex B – Interface Specifications</p> <p>Annex C – Maintenance</p> <p>Annex D – Cost</p> <p>Annex E – Correspondence</p> <p>Annex F – Equipment Provided By One Party to the Other</p> <p>Annex G – Implementation Schedule</p> <p>Annex H – Functional Performance Requirement</p> <p>Annex I – Coverage or Ground Station Details</p>
<p><b>Article 15 – Final Provisions</b></p> <p>[We include an article stating that nothing in the agreement shall prejudice the primary obligation of the parties whether under statute or otherwise, to ensure the safe, proper and continuous provision of civil air traffic services.]</p>	<p>[Not in existing template.]</p>

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<b>Article 16 – Rights of Third Parties</b> [Third parties are not allowed to enforce any terms in this agreement.]	[Not in existing template.]
<b>Annex A – Providers and Users of ADS-B and DCPC Facilities</b> [Defines the providers and users]	<b>Annex A – Parties</b> <b>Annex F – Equipment Provided By One Party to the Other</b>
<b>Annex B – Implementation Schedule</b> [Defines the implementation schedule]	<b>Annex G – Implementation Schedule</b>
<b>Annex C – Technical Scope of Work</b> [The various technical details are combined to one annex]	<b>Annex B – Interface Specifications</b> <b>Annex C – Maintenance</b> <b>Annex H – Functional Performance Requirement</b> <b>Annex I – Coverage or Ground Station Details</b>
<b>Annex D – Cost</b> [This annex deals with cost issues]	<b>Annex D – Cost</b>