

Chapter 3 -Initiation phase
Attachment 3.6

GENERIC MOU
BETWEEN ASSOCIATES AND A-CDM STAKEHOLDERS

A-CDM involves a wide range of interactions between the various partners who are diverse in nature, both in terms of business interests and organizational characteristics. It is essential that their agreement to work together for the common good be summarized in a Memorandum of Understanding (MoU), to be signed and followed by all the partners.

This appendix contains a generic example of an A-CDM MoU which, when completed with the site-specific details, can be used for a given A-CDM project. Use of this model is recommended, as it contains, or prompts for, all the information that has been shown to be essential for the smooth operation of an ACDM project.

This sample is designed to provide the framework of cooperation between airport partners. Cooperation between an airport and the network operations must also be based on an MoU, the model for which is available from the network operations.

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Article 1 – Project Description

- 1.1 Airport collaborative decision-making (A-CDM) is a concept which aims to improve the throughput of air traffic at airports. This will be achieved by providing all Contracting Partners with accurate, timely and relevant information, allowing better decisions to be made.
- 1.2 The objective of the project is to improve the aircraft turnaround process, ensuring the best possible use of airport infrastructure and resources to the benefit of all Contracting Partners.

Article 2 - Objectives of the MoU

This MoU has been signed by the Partners with the following primary aims to:

- a) create a cooperative framework in which to implement A-CDM;
- b) ensure technical mechanisms allowing for common information sharing;
- c) implement procedures which increase traffic predictability;
- d) promote the exchange of information between the local A-CDM project and the network; and

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- e) set up monitoring mechanisms in order to enable the evaluation of improvements and proposals for further optimization.

Article 3 - Obligations of Contracting partners

The Contracting Partners accept the following obligations:

- a) ensure active participation in all levels and phases of the project as required;
- b) support the development/validation of all functional specifications;
- c) follow the agreed A-CDM operational procedures and rules; and
- d) share information under the agreed conditions and act on the shared information.

Article 4 - Organization

The project structure specified below has been agreed:

- a) the steering group will consist of representatives from the Contracting Partners;
- b) the steering group will appoint the A-CDM project manager; and
- c) the terms of reference for the steering group, working group and subgroups, as appropriate, are in Attachment XX of this MoU.

Article 5 - Costs

- 5.1 Costs associated with equipment or resources will be covered by the Partner concerned. This will also apply to any system adaptation or integration unless otherwise agreed.
- 5.2 Where an interface is required between Partners, each one will try to minimize the cost impact on the other. The provision and use of data to and by the Contracting Partners is free of charge.
- 5.3 Partners who are not signatories to this MoU wishing to access data may be allowed to do so with the agreement of the steering group. For using data under such a special dispensation, a charge is applicable as described in Attachment YY of this MoU. The charge can be avoided by becoming a signatory of the MoU.

Article 6 - Responsibilities of the Contracting Partners providing data

- 6.1 The Contracting Partners shall:
 - a) enter and maintain in the A-CDM database, the data for which they are responsible;
 - b) be responsible for the accuracy and timeliness of the data they enter and maintain in the A-CDM database;
 - c) participate in A-CDM data monitoring by using agreed key performance indicators (KPIs), perform a post-operational analysis and make results available to the other Contracting Partners; and
 - d) grant other Contracting Partners access to the data contained in the A-CDM database.

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- 6.2 The detailed arrangements for the provision of data to the A-CDM database are the subject of service level agreements between the Contracting Partners.

Article 7 - Confidentiality

- 7.1 The Contracting Partners shall keep confidential all information coming to their knowledge in the course of A-CDM operations relating to the business associations and transactions of the other Partners.
- 7.2 This includes technical or commercial arrangements, documents and materials a Partner may acquire while working under this MoU, provided however, that this obligation on a Contracting Partner shall not apply to knowledge or information which is in the public domain.
- 7.3 Contracting Partners shall keep confidential the substance of any report, test, recommendation, or advice which they have given to another Contracting Partner in connection with the A-CDM operation.
- 7.4 Contracting Partners may exchange information among themselves on the basis of service level agreements and with the network on the basis of agreements concluded on their behalf by [enter name of appointed representative].
(Section to be completed with provisions required/agreed locally.)

Article 8 - Dispute resolution

(This section will be completed in accordance with the relevant provisions established locally)

Article 9 - Amendments

Amendment proposals to this MoU, including termination, must be submitted in writing to the steering group at least ninety (90) days in advance, which will handle such proposals in accordance with the process described in its terms of reference.

Article 10 - Signatures of Contracting Partners

The Contracting Partners hereby agree that this MOU shall be effective from [date].

Printed names/signatures /titles